Whatcom County Ag-Watershed Pilot Project Update – Presentation and discussion of project to date (part way through Phase I)

Memo and background materials

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.)

Informational discussion on the progress of the County Ag-Watershed Project, as authorized by Council through the grant contract agreement between Whatcom County and the WA State Department of Commerce for a planning-only land use grant for watershed protection and restoration.

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.
The Ag-Watershed Pilot Project began to be implemented last summer, after Council’s approval of the grant agreement with the State, and the consultant contract for professional service assistance lead by FHB Consulting. The project is now getting close to the end of the first phase, and staff and consultants would like to discuss the project progress with you.

In brief, deliverables through the first phase to-date are the following:

- Program Strategy Report w/Public Outreach Strategy (here)
- Mapping characterization of Ag & Watershed priorities for N.Lynden area (working draft here)
- Fact sheet #1 (here)
- Regular meetings of the Project Review Committee (here), Project Team, and Project Partners

Please review the above linked materials and the attached materials for additional background and information.

Please contact Samya Lutz at extension 51072, if you have any questions or concerns regarding this information.
BACKGROUND

Agriculture is a key component of Whatcom County’s landscape and economy. Although farmers rely on watershed services involving water flow and storage, water quality, plants, animals and soils to maintain agricultural production, they can also contribute to the protection or enhancement of watershed services while actively farming their land. We need to be able to reward the good things that farmers already do to enhance watershed services, and encourage landowners to do what they can to improve watersheds, while also enhancing the economic vitality of agriculture.

The Ag-Watershed Project will assess priority agricultural and watershed services in the project focus area, i.e. the Kamm, Fishtrap and Bertrand Creek watersheds located in the Lynden area. Practical opportunities will be identified to implement actions that will have mutual benefits to both agriculture and watersheds, as well as areas where acceptable tradeoffs may need to be found. Local projects to repair or enhance watershed processes and habitats in ways that strengthen existing agricultural operations will be examined to identify feasibility for pilot implementation in phase 2.

The Ag-Watershed Project Partners include: Whatcom County Planning & Development Services, WA Dept. of Fish & Wildlife, Whatcom Conservation District and Whatcom Farm Friends, jointly awarded a WA Dept. of Commerce Grant to support Phase 1 and Phase 2 scope of work.

What makes this project different from current efforts is the aim to implement a Natural Resources Marketplace (NRM) approach through which to deliver incentives for watershed and agricultural enhancement actions. The principle underlying a NRM approach is that people or groups who do more than the minimum required to enhance watersheds and/or protect agricultural land should be able to trade the benefits generated from their actions in exchange for incentives, payments in kind or regulatory relief with those who seek to purchase credits to mitigate unavoidable impacts of their actions or projects (for more information on this approach see Project Fact Sheet #1).

ABOUT THE AG-WATERSHED CHARACTERIZATION AND MAPPING TASK

The results of the ag-watershed characterization and mapping work are intended to identify high-priority opportunities for pilot projects through which to demonstrate the use of incentives for watershed enhancement on agricultural land, focusing particularly in areas or at sites where agricultural and watershed priorities could be mutually reinforcing.

**Agricultural protection** entails maintaining the land base, soil, water, air, plants, animals, production capacity and infrastructure necessary to keep farmers farming over the long term as land uses and economic situations change over time. Thus “agricultural protection” includes but is not limited to agricultural land protection.

**Watershed enhancement** actions are those actions which improve the ability of the watershed to provide its natural benefits and services to communities. Watershed enhancement includes the idea of “repairing” major landscape processes related to hydrology and ecosystems, in order to maintain, protect or improve the delivery of watershed services. Please note this is broader than the definition of “enhancement” used in the Whatcom County Critical Areas Ordinance.
In this task, the project team is using a structured process to combine available spatial data (in GIS format), current planning information and local knowledge about both agriculture and watershed needs and priorities:

- Watershed priorities information is drawn from a large body of previous scientific and planning work, with the assistance of the Puget Sound Watershed Characterization Technical Assistance Team (WCTAT).
- Agriculture priorities information is based on source materials developed in the Whatcom County agriculture strategic planning process.
- Focus area priorities information is based on source materials developed by project team members at a workshop in October 2012 with local landowners and other stakeholders to identify agricultural needs and priorities in the North Lynden focus area.

**INITIAL RESULTS OF AG-WATERSHED CHARACTERIZATION AND MAPPING TASK**

What are the priorities for enhancement and where are they located?

- Agricultural priorities in the focus area watersheds include:
  water for irrigation, livestock and processing; drainage of fields; protection from flooding; protection from land conversion due to development pressures; provision of buffers at the ag-residential interface; and pollination of crops. See attached Map (Figure 1 also featured on PPT slide).
- Watershed enhancement priorities in the focus area include:
  water quality (nitrogen & phosphorus, fecal bacteria, water temperature, sediments, dissolved oxygen); habitat for Chinook and other anadromous fish and for wildlife; and water quantity for instream flows, aquifer recharge and wetlands.  See attached Map (Figure 2, also featured on PPT slide).

What specific actions on farmland can address these agricultural and watershed priorities?

The enhancement priorities considered in this project need to be linked to specific actions on the ground. For each of the enhancement priorities, practical, beneficial actions will be identified that could be taken by landowners, individually or collectively, in the focus area in order to progress towards achieving those target priorities.

For each potential pilot, the project team will work to find, adapt or develop, in discussion with regulators, suitable scientific measurement tools (often called “metrics”) in order to link a specific desired action in the watershed or on the agricultural land with a corresponding desired benefit related to the enhancement priority. Robust monitoring protocols will also be needed to verify and account that the implemented action strengthened agriculture and/or enhanced larger-scale watershed processes and functions.

In several cases, the specific actions which could address these enhancement priorities are already well known. Some are the subject of ongoing implementation initiatives and thus could provide a basis for incentives to encourage actions beyond the minimum that is required. For example: some of the water quality
targets are addressed in existing regulations and/or through Farm Plans; habitat enhancement targets are addressed in various restoration efforts, sometimes through volunteer programs and sometimes through grants or other types of funding; Whatcom County’s existing Agricultural Strategic Plan and Purchase of Development Rights (PDR) program address the protection of the agricultural land base.

Further ahead: By the end of the Phase 2 project work, the ag-watershed characterization work and results will support the development of a broader, transparent process for prioritizing watershed enhancement opportunities on agricultural land in Whatcom County. These project deliverables are intended to support more strategic, targeted and efficient use of available resources in projects which can generate high-value, measurable outcomes against recognized priorities for watershed enhancement and agricultural protection.

NEXT STEPS

Fact Sheet #2: Highlights the process being used to assess priority agricultural and watershed service needs, as well as opportunities where mutual benefits or acceptable tradeoffs that might be achieved through the design of local pilot projects. These pilots will aim to compensate agricultural operators for taking actions to repair or enhance watershed processes and habitats in ways that strengthen existing agricultural operations and business. Will be distributed for draft review in late February.

Selecting pilots for phase 2: The project team will be working closely with landowners and other stakeholders in the focus area watersheds (Bertrand, Fishtrap and Kamm) to identify two suitable pilot projects for phase 2.

Developing the accounting system: Scientific methods to measure the agricultural and watershed enhancement benefits of specific actions will provide us with the basis of an accounting system, which will be applied in order to match an incentive, payment or trade to a corresponding agricultural or watershed enhancement benefit generated through a specific action. The development of these methods and the credit accounting system for watershed-agricultural enhancement actions will be addressed in Fact Sheet #3.

Fact Sheet #3: Describes the proposed measurement and accounting tools which could be used to structure the delivery of incentives and the oversight of implementation in the phase 2 pilot projects. Will be distributed for draft review in late February.
Figure 1. Agricultural priorities in the focus area watersheds.

Figure 2. Watershed enhancement priorities in the focus area.
TITLE OF DOCUMENT:
Update from People for Lake Padden on water quality and watershed issues

ATTACHMENTS:

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.)
Update from People for Lake Padden on Lake Padden related to water quality and watershed land use studies and stewardship activities in cooperation with the City of Bellingham, Whatcom County, and Western Washington University/Huxley College of Environmental Studies.

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.
January 22, 2013

Councilman Carl Weimer
Whatcom County Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225

Dear Councilman Weimer,

My name is Betsy Gross and I am the Director of People for Lake Padden (P4LP), a citizen-led volunteer organization operating under the auspices of the Nooksack Salmon Enhancement Association (NSEA). Our mission is the health and protection of this beautiful lake and its waters. P4LP has been conducting water quality and watershed land use studies and engaging in watershed stewardship activities in cooperation with the City of Bellingham, Whatcom County, and Western Washington University/ Huxley College of Environmental Studies since the spring of 2011.

Our scientific studies have now concluded and our data, findings, and recommendations have been shared with our partners. We met on January 17th to provide a briefing on what we now know about Lake Padden’s health. At this meeting it was recommended that we offer briefings for our elected officials. I then contacted Council President Kathy Kershner to ascertain which Council Committee would be most appropriate for a briefing by our group, and she referred me to you. My Science Advisor, David Roberts, and I would be pleased to brief you/ the Natural Resources Committee.

Our water quality/ watershed land use studies are posted on P4LP’s website here:
http://www.p4lp.org/watershed-analysis.html
http://www.p4lp.org/fecal-coliform-results.html

This letter also provides a summary of our findings and our overarching recommendations, below.

We are grateful for the cooperation and support of our government and university partners, without which we could not have accomplished all that we did. It almost goes without saying that preserving the health of Lake Padden is a worthy goal. Committed public citizen-government collaboration of this kind is unusual and exemplary; this community is very fortunate to have such knowledgeable and dedicated professionals.

Sincerely,

Betsy Gross, Director
People for Lake Padden

Enclosure
FINDINGS

1. Lake Padden’s water quality appears to be stable at this time. There currently is no trend towards a worsening of the lake’s water quality that we can detect through our study.

2. The trophic state of Lake Padden varies from mesotrophic (moderately productive) to mildly eutrophic (highly productive) depending on the time of year. Phosphorus (P) levels in the lake are within acceptable limits most of the time, albeit exceeding recommended levels indicated in the State Water Quality Standards during the fall.

3. Phosphorous is the most important source of pollution to the lake and directly affects the lake’s health. It enters the lake from the surrounding watershed and is also cycled within the lake through natural processes. While our study was able to estimate the P delivery from the watershed, we were not able to estimate the P contribution from internal cycling.

4. The deepest parts of Lake Padden (below a depth of 6 meters) experience anoxic conditions (no oxygen) for about two months in the late summer and early fall. This condition exceeds Water Quality Standards and is directly attributed to the P levels in the lake. Anoxic conditions do not support fish or invertebrates. However, we have no data from our studies to indicate the impact of these conditions on aquatic organisms in Lake Padden.

5. External P loading can be directly tied to land disturbance and removal of forest cover in the Lake Padden watershed. Forty-one percent of the watershed is currently developed. Our analysis using the National Urban Runoff Program constituent wash-off rates estimates that 3353 pounds of total phosphorus (TP) currently enters the lake each year from the surrounding watershed. This is compared to 458 lbs/year of TP estimated to have entered the lake under natural forested conditions.

6. We also evaluated the likely impact of future development in the Lake Padden watershed as anticipated by Bellingham’s 1995 Stormwater Comprehensive Plan. Anticipated development would increase TP delivery by approximately 7% or 243 lbs/year. This represents 53% of the background TP from pre-developed conditions.

7. The primary sources of TP to the lake are the following sub-watersheds: LP 161 (South Hills) and LP 103 (west of Governor Road). These sub-watersheds have had 80% and 34% of their natural forest cover removed respectively, and as a result, together they contribute 20% of the watershed TP to the lake.

8. Some areas in the western portion of the Lake Padden watershed (LP 101, 111,112 and 113) have forest removal rates ranging from 60-85%, however, runoff from these areas is diverted by a culvert that bi-passes the lake to Padden Creek in all but the largest runoff events. We estimate that these areas may still contribute up to 22% of the phosphorus to the Lake. It should be noted that these areas contribute P to Padden Creek much of the time.

9. High phosphorous concentrations combined with low nitrogen levels has resulted in significant algal blooms in the fall. This event is correlated with fall “turnover” which brings phosphorus rich waters from the bottom of the lake to the surface as a result of changing water temperatures and increasing wind.
10. Lake Padden is, and will continue to be, a blue-green algae dominated lake. There are types of blue-green algae in the lake which produce toxins – e.g. microcystin - that are dangerous to humans and animals. But the production of these toxins is currently at a very low level and is not a significant concern. There may be value in revisiting these conditions at some point in the future, particularly if algal blooms become more intense or frequent.

11. Our analysis examined the role of sensitive areas (critical areas + their buffers) in the watershed. We focused on streams, wetlands and steep slopes (>15%) since these types of systems play a key role in protecting water quality. Sub-watershed LP-163 stood out above all others in terms of sensitive areas. LP 163 contains 60% of the sensitive areas in the Lake Padden watershed including: 26% of the streams; 78% of the wetlands; and 50% of the steep slopes. It is one of the largest sub-watersheds and is currently 23.3% developed.

12. Fecal coliform levels emanating from the dog park and adjacent trail areas are very high, particularly in the fall, causing multiple exceedances of the water quality standards in the stream and in the lake. Animal feces also contain high levels of phosphorus though we did not sample the stream for phosphorus.
RECOMMENDATIONS

1. **Development in the Lake Padden watershed should be carefully controlled.** Wetland systems and streams in the upper part of the watershed in particular need protection since these provide buffering for flows and nutrients to the lake. In the event potential development is considered, it should be designed to meet the most stringent runoff control requirements to ensure natural conditions are met and include nutrient control technologies to prevent water quality impacts. Watershed development typically results in increases in runoff, nutrients and contaminants which will likely further degrade Lake Padden’s water quality. This should be viewed, rightly, as a health risk and ultimately a liability for the City of Bellingham/ Whatcom County.

2. **County and City should use clean sand products when sanding streets during snow events, and they should sand only on the steepest streets and intersections.** The dirty sand that was used in the Padden watershed neighborhoods last winter was washed into the lake when the snow melted, negatively impacting it. A careful use of clean sand, distributed only where it is needed, would reduce the negative impact. This should be combined with street sweeping soon after snow events and regular catch basin cleaning.

3. **City of Bellingham should create a drainage and filtration system by the Lake Padden dog park which reduces/ mitigates the coliform/phosphorous discharge so that it doesn’t enter the stream/lake.**
   Additional recommendations to minimize the amount of fecal coliform entering the stream/lake in this area include:
   a. Ensure both outfalls to the creek across from the dog park are tied into the system;
   b. Consider restricting the dog off-leash area in the east part of the park to places where dogs do not have ready access to the creek.
   c. More bag dispensers should be added along the trail, and additional garbage cans should be added along the trail on the south side of the lake specifically for poop bags.

4. **A no swimming or wading advisory should be posted in the area where dogs are allowed to enter the water adjacent to the ball park, until issues are resolved regarding fecal coliform in creek upstream of the lake.**

5. **City and County should develop and carry out a park and watershed education program focused on nutrient and fecal coliform reductions that:**
   a. Posts information at the lake on how to notify the DOE’s Algae Hotline whenever blooms are noticed, especially if they are near the dog park and/or the swimming area. The Stormwater Hotline number should also be posted.
   b. Targets watershed residents (particularly in the sub-watersheds mentioned above), Wade King Elementary School, and the lake’s users by educating them to minimize negative impacts of their activities on the lake. For residents this should focus on key activities that increase nutrients and fecal coliform to the lake. For users of the park the primary focus should be on animal waste including a recommendation that they not feed the water birds, which increases poop in the water. For the school, it is recommended that Lake Padden be used as the focus for watershed education modules.
c. Uses a watershed pledge engaging people in water quality stewardship.

d. Works with dog and horse owners/organizations to enlist their commitment to keeping the dog park/paths poop-free. Consider providing them with the results of the P4LP fecal coliform study results, to inspire further cooperation.

e. Initiates a public health media campaign to make leaving dog droppings on the ground as unacceptable as cigarette smoking.
Sensitive Areas

Figure 1. Sensitive Area Map for the Lake Padden Watershed
Figure 2. Land-use/Landcover Map of Lake Padden Watershed

Land Use

Land Cover
Housing Density
Predicted Total Phosphorus Runoff Rates by Sub-watershed

- >15 lbs/acre/year
- 10-15 lbs/acre/year
- 5-10 lbs/acre/year
- < 5 lbs/acre/year
Predicted Total Phosphorus Runoff by Sub-watershed

- 398 lbs/yr
- >300 lbs/yr
- 200-300 lbs/yr
- 100-200 lbs/yr
- 0-100 lbs/yr
Potential Development

Yellow areas = park + developed areas + sensitive areas

Green areas = potentially available for development 446 acres (27%)
Proposed UGA

Potentially Developable area 175 acres (34%)
Overview of Presentation

- Current health of lake and public health concerns
- Results of watershed analysis
- How to address current water quality issues
- How to prevent future declines in water quality
Fecal Coliform Bacteria in Lake Padden

Note: Zero values represent detection limits of less than 1 cfu/100 mls
Fecal Coliform in Upper Padden Creek
Total Phosphorus in Lake Padden

"Action Level" = 20 ug/L (State WQ Standards)
Trophic State of Lake Padden

Based on chlorophyll concentrations
Algae Studies

• Many types of Algae in the lake, mostly blue green
• Algae types changes with the season
• Also change with the nutrient profile
• Some blue green algae produce toxins
• Levels in Lake Padden of these toxins are very low
Sensitive Areas
Land Use
Land Cover
Housing Density

Figure 5. Housing Density of the Lake Padden Watershed
Predicted Total Phosphorus Runoff Rates by Sub-watershed

- >15 lbs/acre/year
- 10-15 lbs/acre/year
- 5-10 lbs/acre/year
- < 5 lbs/acre/year
Predicted Total Phosphorus
Lake Padden Watershed

- Pre-development = 458 lbs/year
- Current uses = 3353 lbs/year
- Future build-out = 243 lbs/year additional (7% increase)
Potential Development

Yellow areas = park + developed areas + sensitive areas

Green areas = potentially available for development 446 acres (27%)
Proposed UGA

Potentially Developable area
175 acres (34%)
Conclusions

- Lake Padden is water quality is stable and moderately good, but impacted by current uses.
- Phosphorus and fecal coliform are the most important pollutants.
- Levels of toxics from algae in the lake are very low.
- Current sources of phosphorus and fecal coliform can be reduced. Some steps need to be taken soon.
- Future declines can be prevented by protecting ecologically sensitive areas and limiting stormwater runoff.
Questions?
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:** Mt. Baker Chamber of Commerce – Baker Birch Bay Promotion

**ATTACHMENTS:**
1. Memo
2. Contract

**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.)

Whatcom County will provide support to Mt. Baker Foothills Chamber of Commerce for expenses incurred in the promotion of the Baker - Birch Bay tourism promotion project.

**COMMITTEE ACTION:**
1/29/2013: Held in Committee

**COUNCIL ACTION:**
1/29/2013: Held in Committee

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

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

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<td>Tawni Helms</td>
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<tr>
<td>Contractor's / Agency Name:</td>
<td>Mount Baker Foothills Chamber</td>
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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] X ___

If yes, previous number(s): ______________________

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

If yes, grantor agency contract number(s): ______________________

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): ______________________

Cost Center: 14100.6610.907

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

If no, include Attachment D Contractor Declaration Form

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

**Contract Amount:** (sum of orig contract amt and any prior amendments)
- $123,500

**This Amendment Amount:**

- $

**Total Amended Amount:**

- $

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:**

Mount Baker Chamber provides tourism promotion and visitor information to thousands of clients each year. In collaboration with Birch Bay a central website highlights tourism activities, services and businesses in the Mt. Baker corridor and Birch Bay areas. Funds are used to support advertisement, marketing, website hosting and promotional costs.

**Term of Contract: One year**

Expiration Date: December 31, 2013

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

1. Prepared by: [TWH] Date 12/26/12 [electronic]
2. Attorney reviewed: Date [electronic]
3. AS Finance reviewed: [bennet] Date 1/18/13 [electronic]
4. IT reviewed if IT related: Date [electronic]
5. Corrections made: Date [electronic] hard copy printed
6. Attorney signoff: [Roy] Date 1/18/13
7. Contractor signed: Date
8. Submitted to Exec Office: Date 1/18/13 [summary via electronic; hardcopies]
9. Reviewed by DCA: Date
10. Council approved (if necessary): Date
11. Executive signed: Date
12. Contractor Original Returned to dept: Date
13. County Original to Council: Date
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Tawni Helms
RE: Mount Baker Foothills Chamber of Commerce
DATE: December 26, 2013

Enclosed are two (2) originals of a contract for services agreement between Whatcom County and Mt. Baker Foothills Chamber of Commerce for your review and signature.

- **Background and Purpose**
  As allowed in RCW 97.28, Whatcom County will provide funding to the Mount Baker Foothills Chamber of Commerce for the expansion of their tourism campaign launched in 2012; titled “sandcastles to snowballs and everything in between”. More information can be found at: bakerbirchbay.com

  Expansion of the 2012 campaign will include more unincorporated areas of the County, Lummi Island and Point Roberts are both included in the 2013 promotion that includes on-air advertisement, website hosting, and print media.

  An annual report will be furnished by the Mt. Baker Foothills Chamber that includes the results of the promotion.

- **Funding Amount and Source**
  Funding for this contract comes from Convention Center Funds and was recommended for approval by the Lodging Tax Advisory Committee at their November 2, 2012 meeting. This amount was subsequently approved through the biennium budget process.

Please contact Tawni Helms at extension 50124, if you have any questions or concerns regarding the terms of this agreement.

Encl.
CONTRACT FOR SERVICES AGREEMENT  
MT. BAKER FOOTHILLS CHAMBER OF COMMERCE  

Mt. Baker Foothills Chamber of Commerce, 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 7.
Exhibit A (Scope of Work), pg. 8.
Exhibit B (Compensation), pp. 9.
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 ___ day of January, 2013, regardless the date of signature and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the ___ day of December, 2013.

The general purpose or objective of this Agreement is to: support the Mt. Baker Foothills Chamber for expenses incurred in the operation of their Visitor Information Center, 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 $123,500. 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:

Mt. Baker Foothills Chamber of Commerce

________________________________________
Carole MacDonald, President

STATE OF WASHINGTON  
COUNTY OF ________________  

On this ___ day of ______, 20__, before me personally appeared Carole MacDonald to me known to be the President of Mt. Baker Foothills Chamber of Commerce and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Contract for Services Agreement  
[Mount Baker Foothills Chamber – VC Operations]  
v 1.0
WHATCOM COUNTY:
Recommended for Approval:

___ ____________________________ ________________
Department Director             Date

Approved as to form:

[Signature] 1/18/13
Prosecuting Attorney             Date

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
) ss
COUNTY OF WHATCOM

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

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

CONTRACTOR INFORMATION:

Mt. Baker Foothills Chamber of Commerce
(Type in Name of Contractor/Firm)

Carole MacDonald, President
(Type in Name & Title of Signatory Authorized by Firm Bylaws, if applicable)

Address:
P.O. Box 866
Maple Falls, WA 98266

Billing Address:
Same

Contact Name: Carole MacDonald

Contact Phone: 360-599-1776

Contact FAX: 360-599-3000

Contact Email: tamb@earthlink.net

Contract for Services Agreement
[Mount Baker Foothills Chamber – VC Operations]
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: Not Applicable

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience: Not Applicable

Series 20-29: Provisions Related to Consideration and Payments

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

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of complete 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: Not Applicable

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality: Not Applicable

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 expeditious 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.

Contract for Services Agreement
[Mount Baker Foothills Chamber – VC Operations]

v 1.0

Page 4
a. Professional Liability - $1,000,000 per occurrence: Not Applicable

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement: Not Applicable

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

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

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Insert here (name, job title, work address)

37.2 Notice: Not Applicable

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable
38.3 **E-Verify:**  
The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and sub contracts for $25,000 or more if the primary contract is for $100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit. Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

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

40.2 **Contractor Commitments, Warranties and Representations:** Not Applicable

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

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

42.1 **Disputes:**

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

b. **Notice of Potential Claims:**  
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and in so far 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.

Contract for Services Agreement  
[Mount Baker Foothills Chamber – VC Operations]  

v 1.0
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)

Mount Baker Chamber provides tourism promotion and visitor information to thousands of clients each year. In 2012, a promotional team comprised of members representing diverse sections of Unincorporated Whatcom County was formed to develop a marketing and business plan. A marketing plan was implemented to highlight the Mt. Baker Corridor and Birch Bay areas of the County. 2013 is the second year of the promotional campaign and will focus on expanding marketing and promotion efforts to include other areas of unincorporated Whatcom County, such as Lummi Island and Point Roberts. The marketing and promotional strategies are designed to increase tourism in unincorporated county during the off season as well as throughout the year. Results in increased tourism are measured through narrative and data driven reporting produced by the Contractor and associated businesses. This report is provided to the Executive and County Council on an annual basis.

2013 Marketing strategies will include:

Hosting a central website that highlights tourism activities, services and businesses in Unincorporated Whatcom County including the Mt. Baker corridor, Birch Bay, Lummi Island and Point Roberts areas.

On- Air Advertisements through Comcast

Print Media

Consultant Services

Pursuant to RCW 67.28.210, all funding will be used for costs associated with the operation of the Mt. Baker Foothills Visitors Center for the promotion of tourism in Whatcom County.

As a recipient of the Lodging Tax Fund and pursuant to RCW 67.28.1816, Mt. Baker Foothills Chamber of Commerce will provide the following information:

The estimated number of tourists, persons traveling over fifty miles to the destination, persons remaining at the destination overnight, and lodging stays generated per festival, special event or tourism-related facility owned or sponsored by a nonprofit organization or local jurisdiction.
The Contract Number, set forth above, shall be included on all billings.

Whatcom County will provide support to Mt. Baker Foothills Chamber of Commerce for expenses incurred for the Baker Birch Bay marketing promotion efforts. Invoices shall be sent to the Whatcom County Executive’s Office. The Mt Baker Foothills Chamber will provide Whatcom County with an invoice detailing expenses as allowed in Exhibit A (including receipts). Payment will be made as reimbursement only. Mileage will be reimbursed using current federal guidelines.

Allowable expenses include:

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<th>Amount</th>
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<td>Personnel and Salaried Benefits</td>
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<tr>
<td>Travel</td>
<td>$ 500</td>
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<tr>
<td>Office Supplies</td>
<td>$ 500</td>
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<tr>
<td>Marketing/Promotions</td>
<td>$87,800</td>
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<td>Professional Services</td>
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</table>

Maximum consideration for this contract shall be $123,500.
Baker Birch Bay Tourism Promotion

Mt Baker Coast Tourism Promotion

A business plan created and presented by:

The Mt Baker Foothills Chamber of Commerce
February, 2012
Rebecca Boonstra
Visitors Center Coordinator
Mt Baker Foothills Chamber of Commerce
7509 Mt Baker Hwy
PO Box 866
Maple Falls WA 98266
T: 360.599.1518
F: 360.599.2004
info@mtbakerchamber.org
mtbakerchamber.org
BakerBirchBay.com

Amended:
11/15/2012
1/11/2013

CONFIDENTIAL
No offering is made or intended by this document. Any offering of interests in The Baker Birch Bay Tourism Promotion will be made only in compliance with Federal and State securities laws. This document includes confidential and proprietary information of and regarding the Baker Birch Bay Tourism Promotion. This document is provided for informational purposes only. You may not use this document except for informational purposes, and you may not reproduce this document in whole or in part, or divulge any of its contents without the prior written consent of Mt Baker Foothills Chamber of Commerce. By accepting this document, you agree to be bound by these restrictions and limitations.
I.  Project Summary

The Baker Birch Bay Tourism Promotion was formed following discussions with the Whatcom County Lodging Tax Advisory Committee to provide lodging tax funds, financial support for tourism marketing, to the unincorporated areas of Mt. Baker Corridor and Birch Bay areas of Whatcom County.

Using the lodging tax funds that have been designated in Whatcom County Contract No.: 201111054, the Mt Baker Foothills Chamber of Commerce will administer a marketing campaign to help increase tourism in the Mt. Baker and Birch Bay areas in the off seasons. The intent of these marketing campaigns is to support the economic viability of the tourism driven businesses in these areas and to help maintain jobs in the Mt. Baker Highway and Birch Bay areas while also increasing the lodging tax revenue back to the fund during off peak seasons.

II.  Mt Baker Foothills Chamber of Commerce Overview

The Mt Baker Foothills Chamber of Commerce is located in Maple Falls, WA situated at the cross roads of Silver Lake Rd and the Mt Baker Scenic Byway. The mission of the Mt Baker Foothills Chamber of Commerce is to provide its members with a resource network for business and community development. We also strive to maintain a sense of unity while being advocates for improvements that enhance the viability of our businesses and the quality of life.

Since 2001 the Foothills Chamber has worked cooperatively with Whatcom County to increase tourism by providing resources and guidance to visitors along SR 542.

Baker Birch Bay Tourism Promotion Committee

The Mt. Baker Foothills Chamber of Commerce PRESIDENT will appoint and oversee the Baker Birch Bay Tourism Promotion Committee and have input into the Baker Birch Bay Tourism Promotion marketing projects.

The committee will be comprised of members of both the Mt. Baker 542 corridor and the Birch Bay area who are knowledgeable in tourism matters of their respective communities and are directly involved in the tourism interests of these two unincorporated areas.

The Baker Birch Bay Tourism Promotion projects will not be exclusively limited to featuring members of the Mt Baker Foothills Chamber or Birch Bay Chamber of Commerce, but will also feature other appropriate tourism based businesses and services in these areas as deemed appropriate by the committee.

III.  Market Need

Market Need

The off seasons of early spring and fall offer the greatest potential for tourism growth therefore marketing efforts will be focused on spring and fall seasons.

These off season times are also the times when additional visitations are critical to helping maintain enough business to support existing tourism jobs and bridge these jobs until the time when regular season business arrives.
Other Needs

It has also been brought to our attention that a major source for Lodging Tax funds for the unincorporated areas of Whatcom County is the Hampton Inn near the airport. The Hampton Inn is currently part of unincorporated Whatcom County and is the major contributor to the Lodging Tax fund for the unincorporated areas. As the city of Bellingham grows and lands nearby are annexed, there is a strong possibility that the Hampton Inn will leave the unincorporated area of Whatcom County and become part of the city of Bellingham. The loss of this major contributor will be a detriment to the projects funded in the unincorporated areas of the county. The tourism market of unincorporated Whatcom County will need to increase its efforts in order to maintain a Lodging Tax fund which will have be able to effectively help support the economic success of businesses in the Mt. Baker and Birch Bay areas. Launching efforts to increase off season tourism will also help serve to support the Lodging Tax fund for the future.

IV. Customer Analysis

Through a survey conducted along the Mt. Baker Highway 542 corridor and at the ski area in 2011, and based on interactions with visitors from these markets we have determined Spring Break weeks and the months of September and October offer the most potential for growth and focused marketing efforts.

Most of the visitors looking for information about Mt Baker or Birch Bay use the Internet.

The marketing campaign is currently designed to use print and mass transit to drive tourism customers to a website that will be created and maintained to provide information about activities and resources available in the Mt. Baker and Birch Bay areas of the county. While the ski season is open, spring off season will focus on the Mt. Baker corridor with a possible early summer campaign for Birch Bay. The fall off season will focus on Birch Bay and Artist Point attractions. A long term goal will be to create a central online booking system that could be used by anyone worldwide. A short term goal will be to provide comprehensive information about the Mt. Baker and Birch Bay areas and highlight the activities, businesses and services available for visitors.

V. Marketing Plan

Three year overview:

2012

During the 2012 campaign the focus was on putting systems in to place, creating our marketing message, building sustainable infrastructure and testing marketing resources to determine the strength of responses. Bakerbirchbay.com was built as a strong visual marketing tool that could be used as hub to sustain the project.

2013

The 2013 campaign will be focused on expanding our marketing efforts and creating a consistent marketing program that will allow us to continue the project beyond the terms of our contract. Based on the success and knowledge gained in the first year we will put forth a powerful and consistent marketing campaign which will build our fan base and increase awareness of Birch Bay and the Mt Baker Corridor. Types of advertising may include on air ads, online promotions and some print advertising. Other types of promotion may include event sponsorships and the use of tangibles to track success of print and online advertising.

The 2013 campaign will also expand to serve the Point Roberts and Lummi Island regions. These unincorporated areas of Whatcom County will benefit from being included in our website, on air and
online advertising and in print advertising where appropriate. In order to send a clear message to our fan base the project will be re-named the Mt Baker Coast Tourism Promotion and some slight rebranding will be necessary. We have strong support from the owner of the Willow’s Inn on Lummi Island and look forward to reaching out to the businesses located in Point Roberts.

2014

The 2014 campaign will focus on completion of development of self-sustaining marketing income and processes to carry the program forward. Marketing will continue to remind people to plan a stay with us.

Target Market:

- “Stay-cationers” located within one day’s drive in areas such as:
  - Western Washington
  - Lower Mainland, BC
  - Some Statewide markets

General Promotions Plan

The current marketing plan is centered on the promotion of a central website bakerbirchbay.com, which highlights the tourism activities, services and businesses in Mt. Baker and Birch Bay areas as well as any special offers and information featured in marketing campaigns. We intend to use the website as a link to many of our partners in the tourism industry including all county Chambers of Commerce and Tourism Bureaus.

Types of Advertising

- Mass transit advertising
- Newspapers and publications
- Online ads
- TV ads
- Coupon book
- Other print collateral

Year One Budget:
Personnel and Salaried benefits: $14,500
Travel: $500
Office Supplies: $500
Marketing/Promotions: $124,000
Professional Services: $13,500

Year Two Budget:
Personnel and Salaried benefits: $14,500.00
Travel: $500
Office Supplies: $500.00
Marketing/Promotions: $87,800.00
Professional Services: $20,200.00

Year Three Budget: TBD
VI. Operations Plan

Key Operational Processes

Will include:
Mt. Baker Foothills Chamber of Commerce: Administrative agency for the marketing campaigns associated with Whatcom County Contract No.: 201111054

The Baker Birch Bay Tourism Promotion Committee: Will facilitate input and consultation regarding Baker Birch Bay Marketing Tourism Promotion projects.

Mt. Baker Ski Area: production of ads for spring 2012 campaign

Project Team:
Carole MacDonald, Louise Mugar, Kathy Berg, Gwyn Howat, Rebecca Boonstra, John Gibb, Dave Hiller, Iain Buchanan

Professional support provided by:

Jodi Sipes, Account Executive, Comcast Spotlight

Bill Gorman, Bellingham, Local Sales Manager, Comcast Spotlight

Chris Donaldson, Bellingham, Producer, Hand Crank Films

Desirae Hill, Bellingham, Marketing Strategist, Muse Design Studio

Isaac Colgan, Lummi Island, Creative Director, Iosac Services

Kelly Nowicki, Lummi Island, Web Developer, Iosac Services

Hilary Vanderlind, Maple Falls, Graphic Design, Baker Made

Peter James, Bellingham, Photographer

Ruth Lauman, Birch Bay, Photographer

Dennis Brounstein, Bellingham, Sales Executive, Adventures NW Magazine
**E-Verify Declaration**  
**ATTACHMENT “D”**

Firm Name: __________________________________________

Proposal/Bid/Invitation/Solicitation No. ________________________

The undersigned declares, under **penalty of perjury** under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: __________________________

SIGNATURE: ______________________

PRINTED NAME: ____________________
### WHATCOM COUNTY COUNCIL AGENDA BILL

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**TITLE OF DOCUMENT:** 2013 Supplemental Budget Request #2

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

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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.)

**Supplemental #2 requests funding from the General Fund:**

1. To appropriate $421,473 in the Sheriff's Office to fund prepaid records maintenance system software maintenance contract.
2. To appropriate $240,162 in Non-departmental to fund additional transfer to Sheriff Records Management System Project Fund.

**From the Public Utilities Improvement Fund:**

3. To appropriate $255,000 to fund PUD #1 water supply planning.

### COMMITTEE ACTION:

**COUNCIL ACTION:**

1/29/2013: Introduced 5-1, Brenner opposed and Weimer absent
AMENDMENT NO. 2 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>421,473</td>
<td>-</td>
<td>421,473</td>
</tr>
<tr>
<td>Non-departmental</td>
<td>240,162</td>
<td>-</td>
<td>240,162</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>661,635</td>
<td>-</td>
<td>661,635</td>
</tr>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>255,000</td>
<td>-</td>
<td>255,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>916,635</td>
<td>-</td>
<td>916,635</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of _________________, 2013.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Kathy Kershner, Chair of the Council

APPROVED AS TO FORM:

( ) Approved  ( ) Denied

Jack Louws, County Executive

Date: ____________________
<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>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund prepaid records management system software maintenance contract</td>
<td>421,473</td>
<td>-</td>
<td>421,473</td>
</tr>
<tr>
<td>Non-departmental</td>
<td>To fund additional transfer to Sheriff Records Management System Project Fund.</td>
<td>240,162</td>
<td>-</td>
<td>240,162</td>
</tr>
<tr>
<td>Total General Fund</td>
<td></td>
<td>661,635</td>
<td>-</td>
<td>661,635</td>
</tr>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>To fund PUD #1 water supply planning</td>
<td>255,000</td>
<td>-</td>
<td>255,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td></td>
<td>916,635</td>
<td>-</td>
<td>916,635</td>
</tr>
</tbody>
</table>
MEMORANDUM

To: Whatcom County Council Members
From: Jack Louws, Whatcom County Executive
Subject: Supplemental Budget Requests for EDI Program funding
Date: January 17, 2013

In 2011, the County Council approved EDI funding in the amount of $367,500 toward water supply planning in Whatcom County. Budget authority was approved at that time as well, however delays in establishing the scope of work have resulted in a delay in finalizing the Interlocal Agreement, which in turn has necessitated the requirement that we initiate a new request for this current budget cycle.

An Interlocal Agreement between the County and Whatcom County PUD#1 will be presented to Council for approval at the February 12th meeting. At this time, we are attaching a Supplemental Budget Request that will accommodate the funding for a portion of the full scope of work through years 2013 and 2014. Your approval of this request will allow for funding upon Council’s approval of the Interlocal Agreement.

The funding source is the Public Utilities Improvement Fund.

If you have any questions on this matter, please feel free to contact me or Chris Brueske at ext. 50693.

/Attachment
Supplemental Budget Request

Executive

<table>
<thead>
<tr>
<th>Supp'1 ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1468</td>
<td>332</td>
<td>332221</td>
<td>Suzanne Mildner</td>
</tr>
</tbody>
</table>

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

Name of Request: PUD#1 Water Supply Planning

X

Department Head Signature (Required on Hard Copy Submission)   Date

1a. Description of request:
EDI Program grant to Whatcom County PUD#1 and the County Health Department for the development of long range water supply planning in Whatcom County. Prior approval was granted for this project; however delays in establishing the scope of work have necessitated this new request for the current budget cycle. The specific tasks for the project include updating the Coordinated Water System Plan related to domestic water use, developing a Water Supply Plan focused on agriculture and industry, convening a Water Users Group to advise the process, and conducting public outreach. Total approved grant award was $367,000, and current budget request is for $255,000, which is the estimated project cost for years 2013 and 2014.

1b. Primary customers:
Whatcom County, the PUD#1, the cities of Whatcom County, water associations, etc.

2. Problem to be solved:
There is a growing awareness that water supply and water security, including where and when it is needed, will be the economic driver in our region well into the future. Securing water for use by public agencies, private companies, farmers, fishers, and for our recreational purposes based on land use designations is the number one factor in matching land use and sustaining our economy. This project is also known as Objective #3 of the WRIA 1 Joint Board five year plan. The Whatcom County PUD#1 and the Whatcom County Health Department will both be responsible for completing the associated work tasks.

3a. Options / Advantages:
The EDI Board previously determined that this project meets the objectives of the EDI program project guidelines, and has recommended approval of the grant funding.

3b. Cost savings:
N/A

4a. Outcomes:
A completed Coordinated Water System Plan and Water Supply Plan will provide a common understanding of water needs relative to current and future land use in Whatcom County.

4b. Measures:
The Coordinated Water System Plan is projected to be completed by the end of 2014. The Water Supply Plan is projected to be completed by July 2017. The Water Users Group will be convened early in 2013 to advise the preparation of these documents.

5a. Other Departments/Agencies:

Thursday, January 17, 2013

Rpt: Rpt Suppl Regular
Supplemental Budget Request

**Executive**

<table>
<thead>
<tr>
<th>Supp1 ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1468</td>
<td>332</td>
<td>332221</td>
<td>Suzanne Mildner</td>
</tr>
</tbody>
</table>

Whatcom County PUD#1 and Whatcom County Health Department

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

Chris Brueske, Assistant Public Works Director, will be the contract administrator for work conducted by the PUD. John Wolpers, Environmental Health Manager, will administer work conducted by the Whatcom County Health Department.

**6. Funding Source:**

Public Improvement Utilities Fund (EDI Program)
TITLE OF DOCUMENT: 2013 Project Budget Request #2

ATTACHMENTS: Ordinance, Memoranda & Budget Modification Requests

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

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

2013 Project Budget Request #2 requests funding from the Sheriff’s Record Management System Fund:

(1) To appropriate an additional $240,162 to complete the entire new Sheriff/Jail Records Management System acquisition project.
ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 2012-054 ESTABLISHING THE SHERIFF’S RECORDS MANAGEMENT SYSTEM PROJECT FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR PHASE I OF THE SHERIFF’S RECORDS MANAGEMENT SYSTEM PROJECT

WHEREAS, Whatcom County has previously appropriated $1,200,000 in a project budget for Phase I of the new Sheriff Records Management System (RMS), and

WHEREAS, the selected vendor recommends doing the entire system at the same time instead of a phased approach, and

WHEREAS, it is more efficient and cost effective to implement the Sheriff and Jail modules at the same time, and

WHEREAS, it is estimated that this approach will save Whatcom County $136,000 in overall project costs, and

WHEREAS, Section 6.80 of the Whatcom County Home Rule Charter allows for project-based capital budget appropriation ordinances that lapse when the project has been completed or abandoned or when no expenditure or encumbrance has been made for three (3) years,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the project budget for the Sheriff’s Records Management System be increased by the following capital budget appropriation:

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff's Record Management System Fund</td>
<td>240,162</td>
<td>(240,162)</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of ____________________, 2013.

ATTEST: WHATCOM COUNTY COUNCIL
Dana Brown-Davis, Council Clerk WHATCOM COUNTY, WASHINGTON

Kathy Kershner, Chair of the Council

APPROVED AS TO FORM:

Jack Louws, County Executive

Civil Deputy Prosecutor

( ) Approved       ( ) Denied

Date: ____________________

I:\BUDGET\SUPPLS\2013_Suppl\Amendment to Sheriff's RMSProject.doc
### TITLE OF DOCUMENT:
AN ORDINANCE AUTHORIZING AN INTERFUND LOAN TO FINANCE A PORTION OF THE COST OF REPLACING THE SHERIFF AND JAIL RECORDS MANAGEMENT SYSTEM

### ATTACHMENTS:
Proposed Ordinance

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

This ordinance authorizes a $661,635 loan at 1% interest from the Whatcom County Road Fund to the General Fund. The loan finances a portion of the Sheriff and Jail records management system over 5 years.

### COMMITTEE ACTION:

### COUNCIL ACTION:
1/29/2013: 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).
ORDINANCE NO. _____
AN ORDINANCE AUTHORIZING AN INTERFUND LOAN
TO FINANCE A PORTION OF THE COST OF REPLACING
THE SHERIFF AND JAIL RECORDS MANAGEMENT SYSTEM

WHEREAS, on November 20, 2012 the Whatcom County Council approved ordinance
2012-054 establishing an $1,200,000 project budget for phase I of the Sheriff’s Records Management
System Project; and,

WHEREAS, the selected vendor recommends doing the entire system at the same time
instead of a phased approach; and,

WHEREAS, it is more efficient and cost effective to implement the Sheriff and Jail modules
of the shared records management system at the same time; and,

WHEREAS, an additional $661,635 is needed to fund the project implementation and to
fund a long term software maintenance contract; and,

WHEREAS, the Whatcom County Road Fund has sufficient cash reserves to extend a loan
through December 31, 2018; and,

WHEREAS, Whatcom County’s average rate of return on investments in the four quarter of
2012 was less than 1%; and,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a loan
shall be made from the Road Fund (fund #108) to the General Fund (fund #001) in the amount of
$661,635 at a rate of 1% annual interest. The loan shall be repaid in equal installments of principal
and interest over five years. Payments will begin one year after the loan is disbursed from the Road
Fund.

ADOPTED this _____ day of ____________________, 2013.

ATTEST: ____________________________ ____________________________
Dana Brown-Davis, Council Clerk Kathy Kershner, Council Chair

APPROVED as to form: ____________________________ ____________________________
Randall J. Watts ( ) Approved ( ) Denied
Chief Civil Deputy Prosecutor

65
# Amendment No. 1 to Whatcom County Contract No. 201212020 (Contract Between Whatcom County and Van Ness Feldman GordonDerr, Attorneys at Law)

**ATTACHMENTS:** Contract amendment

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

This is an amendment to Whatcom County Contract No. 201212020, the contract for legal representation by Van Ness Feldman GordonDerr, Attorneys at Law, to expand the scope of work to include legal representation in the appeal of Growth Management Hearings Board Case No. 11-2-0010c.
# WHATCOM COUNTY CONTRACT

## INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Whatcom County Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Whatcom County Prosecutor</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Van Ness Feldman GordonDerr, Attorneys at Law</td>
</tr>
</tbody>
</table>

### Contract Details

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>X</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a New Contract?</td>
<td></td>
<td></td>
<td>X</td>
<td>If yes, previous number(s): 201212020</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td></td>
<td>No</td>
<td>X</td>
<td>CFDA number</td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td></td>
<td>No</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Is this the result of a RFP or Bid process?</td>
<td></td>
<td>Yes</td>
<td>X</td>
<td>Contract</td>
</tr>
<tr>
<td>Is this contract excluded from E-Verify?</td>
<td>No</td>
<td></td>
<td>X</td>
<td>If no, include Attachment D Contractor Declaration</td>
</tr>
</tbody>
</table>

### Contract Amount

- **Contract Amount:** (sum of orig contract amt and any prior amendments)
  - $50,000.00

- **This Amendment Amount:**
  - $0

- **Total Amended Amount:**
  - $50,000.00

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

The Contractor shall represent Whatcom County and assist in the preparation of its legal defense of Ordinance No. 2012-032 in Growth Management Hearings Board case number 12-2-0013. Tasks include briefing and argument at the upcoming hearing on the merits. To the extent any of the issues raised in case number 12-2-0013 are addressed in the Board’s compliance order in case number 11-2-00120c, Contractor’s scope of work will additionally include assisting the County in the preparation of its legal defense on those issues in case number 11-2-0010c. In addition, the Contractor shall represent Whatcom County and assist in its appeal of Growth Management hearings Boards case no. 11-2-0010c.

### Term of Contract

- **One Year**
- **Expiration Date:** 12/14/13

### Contract Routing Steps & Signoff

1. Prepared by: KNF  Date: 1/30/13 [electronic]
2. Attorney reviewed: KNF  Date: 1/30/13 [electronic]
3. AS Finance reviewed: mdc  Date: 2/1/2013 [electronic]
4. IT reviewed if IT related  Date: [electronic]
5. Corrections made:  Date: [electronic] hard copy printed
6. Attorney signoff:  Date:  
7. Contractor signed:  Date:  
8. Submitted to Exec Office  Date:  
9. Council approved (if necessary)  Date:  
10. Executive signed:  Date:  
11. Contractor Original Returned to dept:  Date:  
12. County Original to Council:  Date:  

**67**
THIS AMENDMENT is to the Contract between Whatcom County and Van Ness Feldman GordonDerr, Attorneys at Law, dated December 10, 2012 and designated "Whatcom County Contract No.201212020." In consideration of the mutual benefits to be derived, the parties agree to the following:

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

In addition, the Contractor shall represent Whatcom County and assist in its appeal of Growth Management case number 11-2-0010c.

2. This Amendment replaces the original Exhibit C, Appointment of Special Deputy Prosecuting Attorney, with the attached Exhibit C-1.

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

This Amendment takes effect: January 15, 2013, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Van Ness Feldman GordonDerr, Attorneys at Law have executed this Amendment on the date and year below written.

DATED this _______________ day of __________________, 2013.

CONTRACTOR:

CONTRACTOR

__________________________
Jay Derr, Attorney at Law

STATE OF WASHINGTON        )
                                      ) ss.
COUNTY OF WHATCOM            )

On this __ day of __________, 2013, before me personally appeared _________________________________ to me known to be the Managing Partner of Van Ness Feldman GordonDerr, Attorneys at Law and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

__________________________________________
My commission expires ______________.
WHATCOM COUNTY:

Approved as to form:

________________________________________
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 ________________, 2013, 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:

CONTRACTOR

Van Ness Feldman Gordon Derr, Attorneys at Law

719 Second Avenue, Suite 1150
Seattle, WA  98104-1728

Contact Name:  Jay Derr
Contact Phone:  206-623-9372
Contact FAX:  206-623-4986
Contact Email:  jpd@vnf.com
Whatcom County Prosecuting Attorney
311 Grand Avenue
Bellingham, WA 98225

Appointment of Special Deputy Prosecuting Attorney

WHEREAS, RCW 36.27.040 authorizes the Prosecuting Attorney to appoint a Special Deputy Prosecuting Attorney, and

WHEREAS, the Prosecuting Attorney desires to appoint a Special Deputy to represent Whatcom County in Growth Management Hearings Board Case No. 11-2-0010c and Case No. 12-2-0013, and in the appeal of Case No. 11-2-0010c, in conjunction with the Whatcom County Prosecutor’s Office.

That Jay Derr, and/or attorneys assigned by him from the law firm of Van Ness Feldman GordonDerr, Attorneys at Law, shall be and they are hereby appointed by the Whatcom County Prosecuting Attorney as Special Deputy Prosecuting Attorney(s) for the limited purpose of the above-described legal actions.

Dated this 14th day of February, 2013.

[Signature]
David S. McEachran
Prosecuting Attorney

STATE OF WASHINGTON )
ss.
COUNTY OF WHATCOM )

I, Jay Derr, do solemnly swear that I will support the Constitution of the United States, the Constitution and the laws of the State of Washington, and I will to the best of my judgment, skill and ability, truly, faithfully, diligently, impartially and honestly perform and discharge the duties of the office of the Special Deputy Prosecuting
Attorney in and for the County of Whatcom, State of Washington, according to the law and to the best of my ability, so help me God.

SIGNED AND SWORN to before me this ____ day of February, 2013.

________________________

NOTARY PUBLIC in and for the State of Washington, residing at ______________. My commission expires: __________.
## WHATCOM COUNTY COUNCIL AGENDA BILL

### CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paula Cooper</td>
<td>D</td>
<td>2-1-13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chris Bruenske</td>
<td>C</td>
<td>2/1/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frank Abart</td>
<td>A</td>
<td>2/1/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dan Gibson</td>
<td>D</td>
<td>2/1/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>bb</td>
<td>2/1/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brad Bennett</td>
<td>A</td>
<td>2/1/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TITLE OF DOCUMENT:

Cooperative Maintenance Agreement with NRCS

### ATTACHMENTS:

1. Cooperative Maintenance Agreement with NRCS

### SEPA review required? ( ) Yes ( X ) NO

### SEPA review completed? ( ) Yes ( X ) NO

### Should Clerk schedule a hearing? ( ) Yes ( X ) NO

### Requested Date:

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

The proposed agreement is for ongoing maintenance of the two SNOTEL sites that are part of the County's early flood warning system over a five-year period.

### 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.
Enclosed are three (3) originals of a Cooperative Maintenance Agreement between the Flood Control Zone District (FCZD) and the Natural Resource Conservation District (NRCS) for your review and signature.

- **Requested Action**
  Public Works respectfully requests that the County Executive, acting on behalf of the FCZD Board of Supervisors (BOS), enter into a contract for the sum of $30,000 with the NRCS for ongoing maintenance of the two SNOTEL sites that are part of our early flood warning system.

- **Background and Purpose**
  In 1995, the River and Flood Division worked with the NRCS to develop two climatological data collection stations (known as SNOTEL sites) in the upper Nooksack River basin as part of the County's early flood warning system. The SNOTEL sites provide Public Works and Emergency Management staff on-line information that assists in developing a strategy for the County response during flood events, as well as providing notice to the public of impending flooding. In addition, the SNOTEL data are used by the National Weather Service (NWS) in developing predictions for the Nooksack River response to weather predictions.

- **Funding Amount and Source**
  This agreement is in the amount of $30,000 over a five year period. The funding source is the FCZD fund.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works River and Flood</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Paula Cooper</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>NRCS</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes _X_ No __  If not, is this an Amendment or Renewal to an Existing Contract? Yes _X_ No __  If yes, previous number(s):__________________________

Is this a grant agreement? Yes _X_ No __  If yes, grantor agency contract number(s)__________________________

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

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

Is this contract excluded from E-Verify? Yes _X_ No __  If yes, indicate qualified exclusion(s) below: X_Contract less than $100,000. X_Work is for less than 120 days X_Interlocal Agreement (between Govt.)

Contract Amount:(sum of orig contract amt and any prior amendments) $30,000

This Amendment Amount: $ __________

Total Amended Amount: $30,000

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

The proposed agreement is for ongoing maintenance of the two SNOTEL sites that are part of the County’s early flood warning system over a five-year period.

Term of Contract: **Lump Sum**  Expiration Date: **12/31/2017**

<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff: [sign or initial]</th>
<th>[indicate date transmitted]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by: Ben Floyd</td>
<td>Date 01/31/13 [electronic]</td>
</tr>
<tr>
<td>2. Attorney reviewed: Daniel L. Gibson</td>
<td>Date 02/01/13 [electronic]</td>
</tr>
<tr>
<td>3. AS Finance reviewed: bbennett</td>
<td>Date 2/1/12 [electronic]</td>
</tr>
<tr>
<td>4. IT reviewed if IT related</td>
<td>[electronic]</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td>Date 02/01/13</td>
</tr>
<tr>
<td>6. Attorney signoff: Daniel L. Gibson</td>
<td>Date 02/01/13</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td>[summary via electronic; hardcopies]</td>
</tr>
<tr>
<td>8. Submitted to Exec Office</td>
<td>Date 2-1-13</td>
</tr>
<tr>
<td>9. Reviewed by DCA</td>
<td>Date</td>
</tr>
<tr>
<td>10. Council approved (if necessary)</td>
<td>Date</td>
</tr>
<tr>
<td>11. Executive signed:</td>
<td>Date</td>
</tr>
<tr>
<td>12. Contractor Original Returned to dept;</td>
<td>Date</td>
</tr>
<tr>
<td>13. County Original to Council</td>
<td>Date</td>
</tr>
</tbody>
</table>
NRCS SNOTEL Cooperative Maintenance Agreement No. 68-0436-13-004

COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
AND THE
USDA NATURAL RESOURCES CONSERVATION SERVICE
FOR
SNOTEL SITE MAINTENANCE

This Cooperative Agreement is by and between Whatcom County Flood Control Zone District, Washington, (hereinafter "Whatcom County FCZD") and the United States Department of Agriculture, Natural Resources Conservation Service, (hereinafter "NRCS").

I. AUTHORITIES:
A. For NRCS:
   1. Snow Survey Program, 16 U.S.C. 590a-f (CFDA 10.907);
   2. Snow Survey and Water Supply Forecasting, 7 C.F.R. 612
   3. 31 USC 6505 for other government agencies including tribes

B. For WHATCOM COUNTY FCZD:
   1. For Washington Cities or Counties: Washington State Interlocal Cooperation Act Chapter 39.34 RCW
   2. Jack Louws, Whatcom County executive acting on behalf of Whatcom County FCZD, per Whatcom County Contract #201104010, Interlocal Agreement between Whatcom County and Whatcom County FCZD and Subzones for District Operations and Administration.

II. PURPOSE:
A. NRCS installs, operates, and maintains an extensive, automated system (SNOwpack TELemetry or SNOTEL) designed to collect snowpack and related climatic data in the Western United States and Alaska. In 1935, NRCS, then the Soil Conservation Service, established a formal cooperative Snow Survey and Water Supply Forecasting (SS-WSF) Program to conduct snow surveys and develop accurate and reliable water supply forecasts. The SS-WSF Program has grown into a network of more than 1,200 manually-measured snow courses and over 750 automated SNOTEL stations in 13 Western States, including Alaska. The Program provides stream flow forecasts for over 740 points in the West. The data, as well as related reports and forecasts, are made available—in near real time for the automated SNOTEL sites—to private industry; to Federal, State, and local government entities; and to private citizens through an extensive internet delivery system and other distribution channels.

B. This Agreement will supersede the Cooperative Maintenance Agreement (NRCS 68-0436-8-067 and Whatcom County FCZD 200806028) previously executed in July 2008 for the purpose of maintaining the following SNOTEL sites:

<table>
<thead>
<tr>
<th>SNOTEL SITE NAME</th>
<th>INSTALLATION DATE</th>
<th>WATERSHED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elbow Lake</td>
<td>1995</td>
<td>Nooksack</td>
</tr>
<tr>
<td>Wells Creek</td>
<td>1995</td>
<td>Nooksack</td>
</tr>
</tbody>
</table>
C. Whereas NRCS and Whatcom County FCZD desire to obtain continuous long term climate data within the snow zone of the watershed and use this data for enhanced water supply and flood forecasting capabilities, NRCS and Whatcom County FCZD hereby enter into this Cooperative Agreement for SNOTEL Maintenance for the purpose of delineating the parties’ respective roles and responsibilities in operating and maintaining the SNOTEL sites installed as described in II.B. above.

III. AGREEMENT:

A. NRCS AGREES:

1. In consideration of the promises herein, including those described in III.B., to calibrate, operate, and maintain all "standard" SNOTEL site equipment, including sensors, to assure automatic measurement of snow water content, snow depth, cumulative precipitation, and air temperature. "Standard" SNOTEL site equipment is that described on Attachment E, incorporated herein by this reference. Non-standard SNOTEL site equipment may be substituted only upon written agreement of NRCS and Whatcom County FCZD.

2. To transmit the data generated by the SNOTEL site digitally to the NRCS central computer in Portland, Oregon. The data will be provided to Whatcom County FCZD through Internet Web Based Home Pages and FTP locations, or through the Oregon Data Collection (DCO) Office in Portland, Oregon (see Attachment S_SNOTEL data).

3. To provide Whatcom County FCZD with site plan maps, snow sample collection notes and reference materials as requested.

4. To obtain, and keep in force, the necessary National Forest permits, land use agreements, rights-of-way, and access for all sites and provide copies to Whatcom County FCZD. NRCS agrees to forward updates and renewals to Whatcom County FCZD as requested.

5. To designate the following individual as the NRCS Principal Contact:
   Jon Lea: Leader-Inventory and Assessment Team
   Email: jon.lea@or.usda.gov
   Phone: (503) 414-3267
   Fax: (503) 414-3277

6. To accept as reimbursement in full for NRCS's undertakings described in this Agreement, the consideration stated in Section III.B. below.

B. Whatcom County FCZD AGREES:

1. To reimburse NRCS $3,000 per site per year for SNOTEL site maintenance. The first payment, which includes the cost for both sites, is due upon Whatcom County FCZD's receipt of an NFC-63 "Bill for Collection" on October 1st of each year as shown in the following Cost Summary Table.

<table>
<thead>
<tr>
<th>DATE</th>
<th>MAINTENANCE FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1, 2013</td>
<td>$ 6000</td>
</tr>
<tr>
<td>October 1, 2014</td>
<td>$ 6000</td>
</tr>
<tr>
<td>October 1, 2015</td>
<td>$ 6000</td>
</tr>
</tbody>
</table>
NRCS SNOTEL Cooperative Maintenance Agreement No. 68-0436-13-004

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1, 2016</td>
<td>$6000</td>
</tr>
<tr>
<td>October 1, 2017</td>
<td>$6000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

2. That the SNOTEL equipment installed at the site is the property of NRCS and has an average depreciation of 10 years. At the end of the term of depreciation, all equipment will remain the property of NRCS. At that time, Whatcom County FCZD will have first option of continuing sponsorship of the site(s) upon such terms as the parties may mutually agree in writing. If Whatcom County FCZD chooses not to continue sponsorship, NRCS will have the right to retain, move or otherwise dispose of the equipment. In the case of catastrophic event, such as fire, continuing vandalism and theft, or major component failure that might involve partial or complete damage or major replacement and which occurred other than as the result of NRCS’ sole negligence, NRCS shall be under no obligation to repair or replace SNOTEL site equipment, and this Agreement shall terminate upon such event as to the affected site(s). Instead, SPONSOR and NRCS will reevaluate the program and decide on a course of action.

3. To coordinate with NRCS and keep in force the necessary county, state and private landowner permits, rights-of-way, and access for all sites. Copies, updates and renewals will be provided as needed to the NRCS to insure both parties are in possession of current permits and access.

4. To pay for all the helicopter costs associated with maintenance and scheduled snow survey sampling if the Whatcom County FCZD selected SNOTEL site locations that are not accessible by overland transportation. This cost is not reflected in the annual maintenance fee, nor is it in the estimated installation costs (see attachments B & P).

5. To use the computer protocol and procedures as outlined in Attachment S - SNOTEL data.

6. That NRCS shall have unlimited rights in the data generated pursuant to this Agreement as described in 48 C.F.R. Part 27.404-1.

7. To designate the following individual as the Whatcom County FCZD’s Principal Contact:
   Paula Cooper
   River and Flood Manager
   322 N. Commercial Drive, Suite 120
   Bellingham, WA 98225
   (360) 676-6876

C. IT IS MUTALLY AGREED:

1. SNOTEL is a continuous, long term program designed to collect climatologic data from remote locations. A period of record greater than 10 years is essential for establishing accurate averages for water supply forecasting. It is the intent of both NRCS and Whatcom County FCZD to cooperate in maintaining and upgrading the proposed system for as long as mutually deemed appropriate and cost effective.

2. It is the intent of the NRCS and Whatcom County FCZD to fulfill their respective obligations under this Agreement. However, the Parties recognize that NRCS and Whatcom County FCZD cannot make commitments in excess of appropriated funds authorized by law or administratively made available. If NRCS or Whatcom County FCZD cannot fulfill its
obligations because of lack of appropriated funds, this Agreement will automatically terminate
upon receipt of written notification by NRCS or Whatcom County FCZD certifying the lack of
funding.

3. This agreement may be modified only by a written revision to this Agreement upon consent of
the State Conservationist, representing NRCS, and the authorized representative of Whatcom
County FCZD.

4. This Cooperative Agreement and attachments contain all understandings between the parties,
and there are no other agreements, understandings, or representations other than those set
forth or incorporated by reference herein.

5. The effective period of this Agreement shall be from January 1, 2013 to December 31,
2017. This agreement may be terminated by either party upon ninety (90) days’ written notice
to the other party. NRCS shall have a reasonable time period following termination within which
to remove the equipment described in this Agreement.

6. All informational materials and/or presentations developed in whole or part under this
agreement shall acknowledge their development pursuant to the partnership of the NRCS and
Whatcom County FCZD. A copy of all such materials, if any, shall be provided to the NRCS,
and other partners shall have the right to use, reproduce, and distribute copies of materials
under this Agreement. The NRCS shall be recognized in writing as a co-sponsor of all events
conducted with funding from this Agreement with a statement such as "Funding was provided
by the USDA, Natural Resources Conservation Service", or similar content.

7. Each party shall be liable for the negligent acts or omissions of their own employees and
agents in the course and scope of their employment.

8. By signing this Agreement Whatcom County FCZD and any recipient of benefits hereunder,
assure the Department of Agriculture that the program or activities provided for under this
Agreement will be conducted in compliance with all applicable Federal civil rights laws, rules,
regulations, and policies.

9. The furnishing of financial and other assistance by NRCS is contingent upon funds
appropriated by Congress, made administratively available, or authorized by law.

10. This contract is comprised of this Cooperative Agreement and the following Attachments:
Attachment B - Benefits of Annual Maintenance Fee
Attachment E – SNOTEL Site Equipment
Attachment S - SNOTEL Data Access

Non-Discrimination Statement

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers. If you
believe you experienced discrimination when obtaining services from USDA, participating in a
USDA program, or participating in a program that receives financial assistance from USDA, you
may file a complaint with USDA. Information about how to file a discrimination complaint is
available from the Office of the Assistant Secretary for Civil Rights. USDA prohibits
discrimination in all its programs and activities on the basis of race, color, national origin, age,
disability, and where applicable, sex (including gender identity and expression), marital status,
familial status, parental status, religion, sexual orientation, political beliefs, genetic information,
NRCS SNOTEL Cooperative Maintenance Agreement No. 68-0436-13-004

reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, complete, sign, and mail a program discrimination complaint form, available at any USDA office location or online at www.ascr.usda.gov, or write to:

USDA
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, DC
20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender.

Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

NRCS CONTACTS
Administrative Contact:
Chris Martin, Contract Officer
1201 NE Lloyd Blvd., Suite 900
Portland, OR 97232
503-414-3213
Chris.martin@or.usda.gov

Billing Agency Financial Contact:
Annaliese Pollack, Budget Assistant
1201 NE Lloyd Blvd., Suite 900
Portland OR, 97232
503-414-3216
annaliese.pollack@or.usda.gov

Technical Contact:
Jon Lea, Data Collection Office
Natural Resources Conservation Service
1201 NE Lloyd Blvd., Suite 900
Portland, OR 97232
503-414-3267
jon.lea@or.usda.gov

WHATCOM COUNTY FCZD CONTACTS
Billed Agency Financial Contact:
Shonda Shipman, Public Works Accounting
322 N. Commercial Suite, 210
Bellingham, WA 98225
360-676-6692 x50573
sshipman@co.whatcom.wa.us

Paula J. Cooper
River and Flood Manager
322 N. Commercial Drive, Suite 120
Bellingham, WA 98225
(360) 676-6876 x50625
pcooper@co.whatcom.wa.us

Whatcom County FCZD
TAX ID NUMBER 91-6001383
DUNS NUMBER 060044641
U.S. DEPARTMENT OF AGRICULTURE
NATIONAL RESOURCES
CONSERVATION SERVICE

BY __________________________
RONALD ALVARADO
State Conservationist, Oregon
NRCS Authorized Representative
As designated by:
NRCS GM-130 400 B 11 E-400.11 MSD

DATE ________________

WHATCOM COUNTY FLOOD CONTROL ZONE
DISTRICT

BY __________________________
JACK LOUWS
Whatcom County Executive
Whatcom County FCZD Authorized Representative
As designated by:
WC Contract #201104010 ILA with Whatcom County FCZD

DATE ________________

Approved as to form:

[Signature]
**TITLE OF DOCUMENT:** Resolution requesting State legislative action authorizing the addition of a fourth Superior Court Judge’s position for Whatcom County.

**ATTACHMENTS:**

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

With the support of the Superior Court Judges, the Executive requests Council reaffirm their support to urge that the Washington State Legislature, in its session which commences in January 2013, adopt an amendment to RCW 2.08.063 to provide for an increase from three to four judges of the Superior Court in Whatcom County, effective on the 1st day of January, 2015.
Resolution 2013-___________

REQUESTING STATE LEGISLATIVE ACTION AUTHORIZING THE
ADDITION OF A FOURTH SUPERIOR COURT JUDGE'S POSITION FOR
WHATCOM COUNTY

WHEREAS, the Washington State Legislature authorizes the number of Superior
Court judges that may be seated in each county of the state; and

WHEREAS, in RCW 2.08.063 the legislature has authorized three Superior Court
judges for Whatcom County; and

WHEREAS, the third Superior Court judge's position for Whatcom County was
approved by the legislature in 1973, and that position was first filled and has
been utilized since 1975; and

WHEREAS, the population of Whatcom County was 89,700 in 1973, was 93,300
in 1975, and now is 203,663; and

WHEREAS, the population figures cited above demonstrate an increase in
Whatcom County's population that is more than double what it was in 1975; and

WHEREAS, the population of the State of Washington is 6,897,012, with 199
authorized Superior Court Judges, for an average of 34,658 persons per Superior
Court judge's position; and

WHEREAS, the average number of persons per Superior Court judge in
Whatcom County is now in excess of 67,887 nearly twice the state average; and

WHEREAS, the next highest ratio of persons to judge exists in Snohomish
County, where there are 47,555 persons per Superior Court judge; and
WHEREAS, in Skagit County, the closest neighboring county to Whatcom County, there are four Superior Court judges with a county population of 116,901, for an average of 29,225 persons per Superior Court judge; and

WHEREAS, if Whatcom County acquired an additional Superior Court judge, its ratio of population to judge would be 50,915 persons per judge, which would still be the highest ratio of persons per judge among all of the counties in Washington; and

WHEREAS, the number of criminal felony case filings in 1975, when the third Superior Court judge’s position was added, was 312, while the number of criminal felony case filings in 2012, was 1,437, which was 4.5 times as many felony cases as were filed in 1975; and

WHEREAS, there have been increases in the number of civil case filings in Whatcom County Superior Court have now reached 4,985; and

WHEREAS, in the past several decades the Whatcom County Superior Court has attempted to manage that sharply increasing caseload by adding commissioners instead of judges; and

WHEREAS, though a limited portion of the judicial caseload can be reduced by the addition of commissioners, commissioners cannot hear jury trials and there are significant efficiencies that are lost by utilizing commissioners instead of judges; and

WHEREAS, direct accountability of the judiciary to the electorate as provided in Washington State’s constitution and statutes through election of judges to four-year terms is reduced when cases are shifted for processing and resolution from judges subject to election to appointed, non-elected commissioners; and

WHEREAS, the vast increase in both criminal and civil caseloads in Superior Court since the addition of the third judge in 1975 has resulted in a progressive lengthening of time necessary to process cases to completion; and

WHEREAS, the greater length of time involved in processing of criminal cases has lead to increased costs of incarceration, prosecution, and criminal defense, most of which are borne by the County government; and
WHEREAS, the priority granted to the processing of criminal cases over civil cases due to the constitutional protections afforded to criminal defendants has produced commensurate delays in the processing of civil cases; and

WHEREAS, such delays result in increased public and private costs as civil cases are handled less efficiently due to the need for continuances occasioned by delay and the difficulty in getting firm trial dates, with concomitant increases in costs to private parties for legal services, as well as the frustration of delayed resolution of matters that are of considerable importance to the parties in the lawsuits; and

WHEREAS, Whatcom County is prepared and willing to budget for the necessary expenditures that will attend the addition of a fourth Superior Court judge’s position, including one-half of the salary for that position pursuant to Article IV, § 13 of the Washington Constitution, and the full cost of providing adequate physical facilities and personnel to support that position;

NOW, THEREFORE BE IT RESOLVED, the Whatcom County Council hereby resolves to recommend and urge that the Washington State Legislature, in its session which commences in January 2013, adopt an amendment to RCW 2.08.063 to provide for an increase from three to four judges of the Superior Court in Whatcom County, effective on the 1st day of January, 2015, to be filled at Gubernatorial appointment per RCW 2.08.069, with the actual starting date for this position to be the first week in January, 2015, and with a concomitant state budgetary adjustment as necessary.

ATTEST:   WHATCOM COUNTY COUNCIL

Dana Brown-Davis,  WHATCOM COUNTY, WASHINGTON
Clerk of the Council

Kathy Kershner,
Council Chair

APPROVED AS TO FORM:

Randall Watts,
Civil Deputy Prosecutor
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy Wefer-Clinton</td>
<td>wwc</td>
<td>1/28/13</td>
<td></td>
<td>2/12/13</td>
</tr>
</tbody>
</table>

Division Head:
Karen S. Goens

Dept. Head:

Prosecutor:

Purchasing/Budget:

Executive:

TITLE OF DOCUMENT:
Health Clerical Addendum to the Master Collective Bargaining Agreement

ATTACHMENTS:
Health Clerical Addendum to the Master Collective Bargaining Agreement

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.)

Request approval of the Health Clerical Addendum to roll this bargaining unit into the Master Collective Bargaining Agreement effective February 12, 2013.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #:
Health Clerical – 200806013
Master - 200806023

Related File Numbers:

Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Administrative Services – Human Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Wendy Wefer-Clinton</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>General Teamsters Union Local #231</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**

Yes ___ No __X__
If not, is this an Amendment or Renewal to an Existing Contract?
Yes ___ No __X__
If yes, previous number(s): 200806023

**Is this a grant agreement?**

Yes ___ No __X__
If yes, grantor agency contract number(s): ______________ CFDA #: ____________

**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): ______________
Cost Center: ______________

**Is this contract excluded from E-Verify?**

Yes __X__
If no, include Attachment D Contractor Declaration Form

If yes, indicate qualified exclusion(s) below:

- 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 amt and any prior amendments)

$ ______________

This Amendment Amount:

$ ______________

Total Amended Amount:

$ ______________

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]

**Collective Bargaining Agreement – Health Clerical Agreement rolled under Master Agreement.**

**Term of Contract:** effective 3/1/2013  
Expiration Date: open

---

**Contract Routing Steps & Signoff:**

1. Prepared by Wendy Wefer-Clinton
Date 1/28/13 [electronic]
2. Attorney reviewed
Date
3. AS Finance reviewed
Date [electronic]
4. IT reviewed if IT related
Date [electronic]
5. Corrections made ______________ Date ______________ [electronic]  hard copy printed
6. Attorney signoff
Date
7. Contractor signed ______________ Date
8. Submitted to Exec Office ______________ Date 2/1/13 [summary via electronic; hardcopies]
9. Council approved (if necessary)
Date
10. Executive signed
Date
11. Contractor Original Returned to dept.
Date
12. County Original to Council
Date

---

**Last Revised 1/19/12**
HEALTH CLERICAL ADDENDUM
TO THE MASTER COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
TEAMSTERS UNION LOCAL 231

This Addendum is by and between Whatcom County hereafter called "the County" and Teamsters Union Local 231, hereafter called "the Union" joining the Health Clerical Bargaining Unit and the Master Collective Bargaining Unit.

Effective the first full pay period following Council approval, the Health Clerical bargaining unit will be joined to the Master Collective bargaining unit creating a single unit under the agreed terms and conditions of the Master Collective Bargaining Agreement (MCBA) and this Addendum, except as noted below.

In recognition of current Health Clerical working conditions, the parties agree to this Addendum, notwithstanding any other provisions of the MCBA.

1. Except as provided in this Addendum, the terms and conditions of the MCBA shall apply. Wherever there is a conflict in the terms and conditions of this Addendum and the MCBA, this Addendum shall prevail.

2. Add the following language, as appropriate, to the MCBA:
   1.01 Departments Covered. Health (clerical only).

   NEW 3.01a(7) Health Clerical Work Schedule
   Special programs or unusual circumstances may necessitate work on other days; in such instances, the workweek shall be five days out of a seven (7) day period, provided that the County shall notify employees at least one (1) week prior to changing their workweek schedule. Nothing in this section shall prevent the County from changing work schedules, on a temporary basis, in the event of a bona fide public health emergency.

   3.09a Health Clerical. When an employee is temporarily assigned the duties of a lower position, there shall be no reduction in pay.

   5.01d Division Seniority
   Department
   Health
   Division
   Clerical

   6.3.b Health Clerical. Requests for leave shall be in writing on a leave request form and must be approved in advance by the employee's supervisor. In the event of conflicts between employee's requests for leave, the employee first requesting leave shall prevail.

   Article 21 - Union Activity It is agreed that one (1) additional (for a total of eight under the MCBA) bargaining unit employee will be allowed to participate in negotiations without loss in pay, providing such time off will not unnecessarily disrupt the operations of the Health Department.
Add to LOU #4 --

- **Increase of Part-Time Positions.** It is understood and agreed the County may mandate an increase in a part-time position up to one FTE if funds become available.

- **Conversion.** Designated employees, Susan Prescott and Suzan Williams, are .95 FTE (working 38 hours per week).

**Addendum A** – Employees will be placed in the appropriate Master range and 2012 step, pursuant to the attached table, based on the 2012 Master step closest, but not under, their February 1, 2013 Health Clerical wage amount and maintaining their next step date effective the first full pay period following Council approval (February 17, 2013) as follows:

<table>
<thead>
<tr>
<th>Health Clerical Position</th>
<th>Health Clerical Rge</th>
<th>Master Position</th>
<th>Master Rge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk Typist II</td>
<td>20</td>
<td>Clerk III</td>
<td>108.0</td>
</tr>
<tr>
<td>Clerk Typist II, Lead</td>
<td>21</td>
<td>Clerk III</td>
<td>108.0</td>
</tr>
<tr>
<td>Account Clerk II</td>
<td>24</td>
<td>Account Clerk III</td>
<td>108.0</td>
</tr>
<tr>
<td>Clerk Typist Lead</td>
<td>24</td>
<td>Clerk IV</td>
<td>109.0</td>
</tr>
<tr>
<td>Clerk Typist IV</td>
<td>24</td>
<td>Clerk IV</td>
<td>109.0</td>
</tr>
</tbody>
</table>

3. **Health & Welfare.** The bargaining unit can as a whole decide to do one of the following:
   a. Employees will transition to health & welfare benefits provided in the MCBA based on March 2013 hours and contribution for April 2013 coverage.

   --- OR ---

   b. Employees will remain on the health & welfare benefits provided in the Health Clerical Agreement for 2013 and transition to health & welfare benefits provided in the MCBA based on December 2013 hours for January 2014 coverage. Section 8.04 – Maintenance of Benefits, will apply.

   The following medical plans are available to current members and new hires eligible for health & welfare benefits in 2013.

1. **Contributory Plan.** Employees who elected to continue or new hires who sign up for the 2012 Cap medical deductible level ($500 individual/$1,500 family maximum) in 2013 via authorized monthly payroll deduction will have the monthly premium of $100.44 split between two paychecks per month through November, 2013.

2. **Cap 2000 Plan.** New hires who elect the Cap 2000 Plan will have no payroll deduction in 2013.

4. Effective March 1, 2013, the Health Clerical Collective Bargaining Agreement shall be void, defunct and permanently ended as to its terms or unit description.

5. This Addendum may be amended with mutual agreement of the County and the Union’s Representatives.

6. This Addendum will not be considered precedent setting regarding any other matter or concern not addressed herein regarding the Health Clerical or Master Collective Bargaining Agreements.
THIS THREE-PAGE AGREEMENT IS EXECUTED THIS 12th day of February, 2013 by the duly authorized representatives of the parties hereto to be as outlined above.

General Teamsters Union  
Local 231

By:  
Rich Ewing  
Secretary-Treasurer  
Executive

Whatcom County, Washington

By:  
Jack Louws,  
Whatcom County

Effective Date:  February 12, 2013

Approved as to Form:

Daniel L. Gibson, Assistant Chief Civil Deputy Prosecuting Attorney  
Date
### Health Clerical Transition to Master Range and Step Placement

**Health Clerical Matrix**

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The County reserves the right to make corrections on inadvertent errors.
**WHATCOM COUNTY COUNCIL AGENDA BILL**  

<table>
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<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
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<th>Agenda Date</th>
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**TITLE OF DOCUMENT:** Whatcom Counseling & Psychiatric Clinic contract for Behavioral Health Primary Care Integration

**ATTACHMENTS:**
1. Memo
2. Info Sheet
3. 2 copies of contract

SEPA review required?  ( ) Yes  (x) No
SEPA review completed? ( ) Yes  (x) No

Should Clerk schedule a hearing?  ( ) Yes  (x) No
Requested Date:

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

The Behavioral Health Revenue Advisory Committee has recommended the use of one-time funding from the Chemical Dependency/Mental Health Program Fund (1/10th of 1% sales tax) to support innovative programs in the community that advance the integration of Behavioral Health and Primary Care services. This contract includes $142,115 that will be used to remodel existing space, purchase equipment, and for start-up staffing to provide primary health care services to current mental health clients who suffer from untreated chronic physical health conditions.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers</th>
<th>Ordinance or Resolution Number</th>
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</thead>
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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).
Enclosed are two (2) originals of a new contract between Whatcom County and Whatcom Counseling & Psychiatric Clinic for your review and signature.

- **Background and Purpose**
  This contract is a result of RFP 12-78 which sought proposals for innovative programs and services that advance the integration and coordination of behavioral health services and primary care services. The contract provides initial funding assistance to Whatcom Counseling & Psychiatric Clinic (WCPC) to improve access to primary health care services to its patients by adding facilities, equipment and staff who will provide primary health care services to current mental health clients who suffer from untreated chronic physical health conditions. This is short term funding to initiate the program which will be sustained by Medicare and Medicaid fee revenue. Council approval is required because this is a new contract exceeding $15,000.

- **Funding Amount and Source**
  Funding, in the amount of $142,115, is from County held Chemical Dependency/Mental Health Program Fund.

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

Please contact Anne Deacon at extension 50877, if you have any questions or concerns regarding the terms of this agreement,

Encl.
WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
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<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Anne Deacon</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Whatcom Counseling &amp; Psychiatric Clinic</td>
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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 ___  If yes, previous number(s): ________

Is this a grant agreement? Yes ___ No _X_  If yes, grantor agency contract number(s) __________ 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 _X_ No ___  If yes, RFP and Bid number(s) 12-78 _________ Cost Center: 124100 __

Is this contract excluded from E-Verify? No _X_ Yes ___

If no, include Attachment D Contractor Declaration Form

| __ Contract less than $100,000. | __ Professional services agreement for certified/licensed professional |
| __ Work is for less than 120 days | __ Contract for Commercial off the shelf items (COTS) |
| __ Interlocal Agreement (between Govt.) | __ Public Works Dept. - Local Agency/Federally Funded FHWA |

Contract Amount: (sum of orig contract amt and any prior amendments)

_ $142,115.00 __

This Amendment Amount: __________________________

Total Amended Amount: __________________________

_ $142,115.00 __

If a Professional Services Agreement is more than $15,000 or a Bid is more than $35,000, please submit an Agenda Bill for Council approval and a supporting memo. Any amendment that provides either a 10% increase in amount or more than $10,000, whichever is greater, must also go to Council and will need an agenda bill and supporting memo. If less than these thresholds, just submit to Executive with supporting memo for approval.

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

This contract provides initial funding assistance to Whatcom Counseling & Psychiatric Clinic (WCPC), a community mental health provider, who will provide primary health care services to current mental health clients who suffer from untreated chronic physical health conditions.

Term of Contract: 2/19/13 - 04/19/14  Expiration Date: 04/19/14

Contract Routing Steps & Signoff: [signature or initial] [indicate date transmitted]
1. Prepared by: ___pj__  Date __1/3/13__ [electronic]
2. Attorney reviewed: ___ rjw__  Date __1/16/13__ [electronic]
3. AS Finance reviewed: ___ mdc__  Date __1/17/13__ [electronic]
4. IT reviewed if IT related: ____________
5. Corrections made: ____________
6. Attorney signoff: ___ rjw__  Date __1/28/13__ [electronic]  hard copy printed
7. Contractor signed: ____________
8. Submitted to Exec Office: ____________
9. Reviewed by DCA: ____________
10. Council approved (if necessary): ____________
11. Executive signed: ____________
12. Contractor Original Returned to dept: ____________
13. County Original to Council: ____________

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CONTRACT FOR SERVICES AGREEMENT
Behavioral Health / Primary Care Integration Initiative

Whatcom Counseling & 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 11,
Exhibit B (Compensation), pp. 12 to 13,
Exhibit C (Certificate of Insurance) p. 14,
Exhibit D (E-Verify) p. 15.

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

The term of this Agreement shall commence on the 19th day of February, 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 19th day of May, 2014.

The general purpose or objective of this Agreement is to: establish primary care services at the clinic, as more fully and definitively described in Exhibit A here to. 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 $142,115.00. 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 22nd day of January, 2013.

CONTRACTOR:

Whatcom Counseling & Psychiatric Clinic

Jan Bodily, Executive Director

STATE OF WASHINGTON
COUNTY OF Whatcom

On this 22 day of January, 2013, before me personally appeared Jan Bodily to me known to be the Executive Director of Whatcom Counseling & Psychiatric Clinic and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

MARCY L. MARKS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES MARCH 1, 2016

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 3/1/16.
WHATCOM COUNTY:
Recommended for Approval:
Regina A. Delahunt, Director 1/20/13

Anne Deacon, Human Services Manager 1/24/13

Approved as to form:

Prosecuting Attorney 1/25/13

Approved:
Accepted for Whatcom County:

By: ________________________________
    Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
    ) ss
COUNTY OF WHATCOM    )

On this ______ day of ____________________________, 2013, 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 & Psychiatric Clinic
Jan Bodily, Executive Director
3645 E. McLeod Rd.
Bellingham, WA 98226
(360) 676-2220
Dean.wight@whatcomcounseling.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 Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension: Not Applicable

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable

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

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

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

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

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.
It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

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

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

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

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

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:

Anne Deacon, Human Services Manager
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225
360-676-6724 Ext. 50877
ADeacon@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 decertified 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 the 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.amer.gov/.

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

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

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

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

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

d. Arbitration: Not Applicable

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

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

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

Recent studies have found that people living with severe and persistent mental illness have an average life span 25 years shorter than the general population. People living with these serious health conditions often suffer from poor health outcomes due to lack of coordination of health care among their various providers. Moreover, they are less likely to gain access to adequate health care services. Approximately 200 patients who receive treatment for mental illness and/or chemical dependency at Whatcom Counseling & Psychiatric Clinic (WCPC) have untreated chronic health conditions, including cardiovascular illnesses, diabetes, pulmonary and metabolic illnesses related to lifestyle, multiple medications and the absence of consistent primary care. These patients lack a consistent relationship with a primary care provider and use emergency room or acute hospital care when lower levels of care could meet their needs.

Whatcom County’s Community Health Improvement Plan 2012-2015 identifies health equity as an overarching priority and sets the goal of “reducing barriers to health care and improving service delivery to better meet the health needs of diverse communities”. The overall goal of this project is to reduce barriers to healthcare for County residents who suffer from mental illness or addiction by providing a system of integrated and coordinated health care.

This contract provides initial funding assistance to Whatcom Counseling & Psychiatric Clinic (WCPC), a community behavioral health provider, to improve access to primary health care services to its patients by adding facilities, equipment and staff who will provide primary health care services to current clients who suffer from untreated chronic physical health conditions. This contract is intended to reimburse Contractor for initial costs associated with remodeling and equipping space at the existing main WCPC clinic at 3645 E. McLeod. Additionally, the contract provides funding to support 1 year of operation of an integrated primary care and behavioral health program. After 1 year of operation, the program is expected to be self-supporting from Medicaid and Medicare fee revenue.

The goal of the project is that clients served will have improved access to health care, will receive care earlier in the course of a chronic illness, will take a more active role in their own healthcare, will lower their use of inpatient and emergency room services and will have improved health status.

II. Statement of Work

Contractor will:

1. Remodel and equip primary care clinic space at the existing clinic to include a primary care suite of exam rooms, provider office, nursing station and waiting area;

2. Identify, recruit and enroll at least 200 existing WCPC behavioral health clients who suffer from untreated chronic health conditions and are Whatcom County residents;

3. Design and implement a system of integrated healthcare services including primary care, mental health treatment and chemical dependency services utilizing a single integrated team of qualified professionals as follows:

   Medical Director: Board Certified Psychiatrist, experience supervising mid-level staff

   Physician Assistant Supervisor: Primary care physician on contract to supervise staff Physician’s Assistant
Primary Care Physician Assistant  Licensed Physician's Assistant with experience providing medical services in Psychiatric Facility

HR & Facilities director  Experience managing capital improvement project

Nurse Care Manager  Licensed RN, Minimum 6 yrs experience providing general hospital nursing care, ER and ICU

Primary Care Clinic Consultant  Minimum 10 Yrs experience managing primary care in community health setting

4. Coordinate with health care providers outside the WCPC integrated system serving the enrolled patients;

5. Document all treatment planning and delivery in a single electronic medical record;

6. Provide the following primary care services: well visits, acute problem and chronic disease illness visits, one layer simple suturing, excision of ingrown toenails, nebulizer treatments and other minor procedures, test glucose and lipid levels, blood pressure, weight and body mass index, psychiatric visits, chronic disease management education, blood tests, urinalysis, immunizations & injections.

III. Project Schedule

<table>
<thead>
<tr>
<th>Project Key Task</th>
<th>Start/Completion Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>2/19/13</td>
</tr>
<tr>
<td>Remodel &amp; Equip primary care clinic space</td>
<td>2/19/13 – 4/30/13</td>
</tr>
<tr>
<td>Prepare marketing material to enroll eligible clients in the integrated clinic</td>
<td>2/19/13 – 4/30/13</td>
</tr>
<tr>
<td>Update &amp; confirm list of eligible WCPC behavioral health clients</td>
<td>2/19/13 – 4/30/13</td>
</tr>
<tr>
<td>Develop illness management educational packets for common chronic conditions</td>
<td>2/19/13 – 4/30/13</td>
</tr>
<tr>
<td>Begin enrollment of clients as patients of the integrated clinic; administer the PAM questionnaire and note the PRISM score as each patient enrolls</td>
<td>4/30/13</td>
</tr>
<tr>
<td>Begin scheduling enrolled patients for primary care visits</td>
<td>4/30/13</td>
</tr>
<tr>
<td>Begin providing Primary Care services</td>
<td>4/30/13</td>
</tr>
<tr>
<td>Collect follow-up PAM and PRISM data at 6-month intervals</td>
<td>11/1/13</td>
</tr>
<tr>
<td>Conduct regular integrated service team meetings</td>
<td>4/30/13</td>
</tr>
<tr>
<td>6-Month Project Progress Report to County</td>
<td>11/08/13</td>
</tr>
<tr>
<td>Final Project Progress Report to County</td>
<td>5/15/14</td>
</tr>
</tbody>
</table>
IV. Program Evaluation

The goal of the project is that clients served will have improved access to health care, will receive care earlier in the course of a chronic illness, will take a more active role in their own healthcare, will lower their use of inpatient and emergency room services and will have improved health status. Contractor will collect data from participants at enrollment and at 6 month intervals including their historical use of inpatient and emergency room services, Patient Activation Measure (PAM) and Predictive Risk Intelligence System (PRISM) scores. Contractor will assess and report on program outcomes according to the schedule above.
EXHIBIT "B"
(COMPENSATION)

I. Budget and Source of Funding: The source of funding for this contract, in the amount not to exceed $142,115, is Chemical Dependency/Mental Health Program Fund.

II. Budget, Rates, and/or Allowable Costs

This budget is based on the assumption that there will be 2 months of construction and then a phased in implementation of primary care over 12 months of operation. Total budget is 14 months in length.

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Budget line item</th>
<th>Approx rate</th>
<th>Description</th>
<th>Invoice documentation</th>
<th>Not to exceed budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physician’s Assistant/ARNP</td>
<td>$47.86</td>
<td>Phased in implementation of this position, starting with .30 fte at 3rd month approximately and ending with .50 fte at 10th month.</td>
<td>General ledger accounting for all personnel costs invoiced, by position by person.</td>
<td>$46,209</td>
</tr>
<tr>
<td>LPN</td>
<td>$18.47</td>
<td>Phased in implementation of this position, starting with .45 fte at 3rd month approximately and ending with .75 fte by 10th month.</td>
<td></td>
<td>$30,000</td>
</tr>
<tr>
<td>Office supplies, Insurance, and small tools</td>
<td>Various items</td>
<td>Purchase of office supplies and small items plus repairs.</td>
<td>G/L detail of itemized costs.</td>
<td>$8,248</td>
</tr>
<tr>
<td>Professional service</td>
<td>$125/hour</td>
<td>Supervision of positions by MD and coverage for PA for vacation</td>
<td>G/L detail plus copies of invoices from MD showing service dates, number of hours, and purpose of service (practice supervision or vacation coverage).</td>
<td>$8,800</td>
</tr>
<tr>
<td>Initial equipment</td>
<td></td>
<td>Two exam rooms, office and nurse station.</td>
<td>G/L detail plus copies of invoices.</td>
<td>$18,240</td>
</tr>
<tr>
<td>Capital</td>
<td></td>
<td>Space Remodel</td>
<td>G/L detail plus copies of invoices.</td>
<td>$71,617</td>
</tr>
<tr>
<td>Allocated Costs (Facilities, Admin, Clinical Support, Quality Mgmt)</td>
<td>Cost Allocation</td>
<td>Approved cost allocation plan</td>
<td>G/L detail showing allocation amount invoiced (monthly or quarterly)</td>
<td>$40,774</td>
</tr>
<tr>
<td>Less: Fee revenue</td>
<td>Medicaid and Medicare client fee reimbursements</td>
<td>G/L of aggregate monthly revenue recognized</td>
<td>($81,773)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$142,115</strong></td>
</tr>
</tbody>
</table>
The Contractor may transfer funds among budget line items with prior approval of County.

III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly/quarterly basis in a format approved by the County.

2. Monthly/quarterly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include documentation listed in budget table above.

3. The Contractor shall submit invoices to *include contract/PO #*:

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

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

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

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

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

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

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

PRODUCER
The Unity Group - Bellingham
110 Unity Street, P.O. Box X
Bellingham, WA 98227
Barry E. Hanson
360-647-9000
360-734-8496

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

INSURER(S) AFFORDING COVERAGE
Philadelphia Ins Companies

COVERAGE
CERTIFICATE NUMBER:

A GENERAL LIABILITY
X COMMERICAL GENERAL LIABILITY
X CLAIMS-MADE
X OCCUR

X EXCESS LIABILITY
X OCCUR

X RETENTION $10,000

X WORKERS' COMPENSATION
AND EMPLOYERS' LIABILITY
Y/IN

N/A

WHY 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 "D"

E-Verify Declaration

Firm Name: Whatcom Counseling & Psychiatric Clinic

Proposal/Bid/Invitation/Solicitation No.: RFP 12-78

The undersigned declares, under penalty of perjury under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: ______________________________

SIGNATURE: __________________________

PRINTED NAME: ________________________
## TITLE OF DOCUMENT: Sheriff's Record Management System

### ATTACHMENTS:
Memorandum, Project Budget spreadsheet, Contract Information Sheet, Agreement between Spillman Technologies Inc. and Whatcom County

<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>( ) NO</th>
<th>Requested Date:</th>
</tr>
</thead>
</table>

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

Request authorization for the County Executive to enter into an agreement between Whatcom County and Spillman Technologies, Inc. in the amount of $1,719,299 to acquire, install and maintain an electronic records management system, jail management system, and mobile data system.

### COMMITTEE ACTION:

### COUNCIL ACTION:

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

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

TO: Jack Louws, County Executive
FROM: Sheriff Elfo
RE: Sheriff’s Records Management System
DATE: 012913

Enclosed are two (2) originals of Contract for Services Agreement between Whatcom County and Spillman Technologies, Inc. for your review and signature.

- **Background and Purpose**
  Purpose is to secure a contract with Spillman Technologies, Inc. who responded to Whatcom County’s RFP’s process for the acquisition of a modern ‘off the shelf’ records management solution. The Whatcom County Sheriff’s Office was in dire need to replace its information management software with one that allowed for increased efficiencies in information handling and accessibility, greatly reduced redundancies, and complied with national standards for state and federal mandates on crime statistics reporting. Due to these mandates, the present system would need a major rework of the software to accomplish that task. An update of the present system would not decrease the amount of Information Services support that’s required. The new software would greatly decrease IT’s support responsibilities.

  WCSO worked with a consulting firm, Public Safety Consulting, Inc. (PSCI), whose expertise lies in the field of public safety information systems, in developing what was needed for the Sheriff’s Office. PSCI made recommendations as to the projected budget of a new RMS as well as vetting the proposed vender. WSCO proposed that this system be installed in a one year period as opposed to two budget cycles as originally planned. This accelerated installation shows documented cost savings in both effort and personnel as well as making immediate effective use of the software throughout the Sheriff’s Office Bureaus rather than relying on two disparate systems (Sheriff and Corrections) not being able to combine all information in a centralized database, for several more years.

- **Funding Amount and Source**
  Whatcom County Executive’s Office determines how this project is funded.

Please contact Chief Deputy Art Edge at extension 50421, if you have any questions or concerns regarding the terms of this agreement,

Encl.
WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Whatcom County Sheriff's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Chief Deputy A. Edge</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Spillman Technologies, Inc.</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes X No ___ Yes ___ No ___ If yes, previous number(s): __________

Is this a grant agreement? Yes ___ No X ___ If yes, grantor agency contract number(s) __________
CFDA number __________

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

Is this the result of a RFP or Bid process? Yes X No ___ If yes, RFP and Bid number(s) 12-61 Cost Center: 344100

Is this contract excluded from E-Verify? No ___ Yes X ___
If no, include Attachment D Contractor Declaration Form If yes, indicate qualified exclusion(s) below:
  ___ Contract less than $100,000. Professional services agreement for certified/licensed professional
  ___ Work is for less than 120 days Contract for Commercial off the shelf items (COTS)
  ___ Interlocal Agreement (between Govt.) Public Works Dept. - Local Agency/Federally Funded FHWA

Contract Amount: $1,719,299
This Amendment Amount: __________
Total Amended Amount: __________

Scope of Services: The general purpose: acquire, install, and maintain an electronic records management system, jail management system, and mobile data system.

Term of Contract: Ongoing Expiration Date: Until vacated by either party

Contract Routing Steps & Signoff: [sign or initial] [(indicate date transmitted)]
1. Prepared by: A. Edge ___ Date 01/29/13 [electronic]
2. Attorney reviewed: ___ Date 1-25-13 [electronic]
3. AS Finance reviewed: ___ Date 1/31/13 [electronic]
4. IT reviewed if IT related ___ Date 1-30-13 [electronic]
6. Attorney signoff: ___ Date 1-30-13
7. Contractor signed: ___ Date 1-31-13
8. Submitted to Exec Office ___ Date 2-1-13 [summary via electronic; hardcopies]
9. Reviewed by DCA ___ Date
10. Council approved (if necessary) ___ Date
11. Executive signed: ___ Date
12. Contractor Original Returned to dept; ___ Date
13. County Original to Council ___ Date
Additional Project Budget Authority Needed for 2013/2014 Biennium

Noted: Total project costs forecasted during 2013/2014 Biennium were $2,179,299

I. Supplemental Budgeting for "All at Once" Implementation

IV. Total Estimated Project Costs

II. Additional Estimated Project Costs

I. Primary Vendor Costs (Software, Services, Maintenance)
Spillman Technologies Inc., 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 7,
- Spillman Purchase and License Agreement pp. 8 to 17,
- Exhibit A (Maintenance and Support Agreement) pp. 18 to 24,
- Exhibit B (Testing and Acceptance Procedures) pp. 25 to 29,
- Exhibit C (Performance and Reliability Standards) pp. 30 to 33,
- Exhibit D (Implementation Statement of Work) pp. 34 to 64,
- Exhibit E (Purchased Products and Services) pp. 65 to 67,
- Exhibit F (Interfaces Document) pp. 68 to 70,
- Exhibit G (Certificate of insurance) pp. 71

These items are attached hereto and incorporated herein by this reference as if fully set forth herein. The parties' signatures on this page and the next constitute agreement to all of the agreements and documents contained in the above exhibits.

The term of this Agreement shall commence on the date of execution, and shall, unless terminated or renewed as elsewhere provided in the Agreement, continue perpetually unless otherwise terminated as provided in the Purchase and License Agreement and "Exhibits A-G" of the "Spillman Purchase and License Agreement".

The general purpose or objective of this Agreement is to: acquire, install, and maintain an electronic records management system, jail management system, and mobile data system as more fully and definitively described in the "Spillman Purchase and Licensing Agreement" hereto. The language of "Spillman Purchase and License Agreement" controls in case of any conflict between it and that provided here.

The maximum consideration for the term of this Agreement not to exceed $1,719,299. This is a fixed price contract with payments by milestone as identified in Exhibit E Purchased Products and Services. 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 the "Spillman Purchase and License Agreement" are totally and fully part of this contract and has been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 31st day of January, 2013.

CONTRACTOR:

SPILLMAN TECHNOLOGIES, INC.

Joe Lupt, Vice President

STATE OF UTAH )
COUNTY OF Salt Lake ) ss.

On this 31st day of January, 2013, before me personally appeared Joe Lupt to me known to be the VP Sales (hereinafter) of SPILLMAN TECHNOLOGIES, INC. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

GREGORY SCOTT JOHNSON
NOTARY PUBLIC
STATE OF UTAH
COMMISSION (7682)
COMMISSION EXPIRES SEPTEMBER 12, 2015

My commission expires September 12, 2015.
WHATCOM COUNTY:
Recommended for Approval:

Bill Everson
1-29-2013
Sheriff
Date

Approved as to form:

Rodney Wright
1-2-15
Prosecuting Attorney
Date

Approved:
Accepted for Whatcom County:

By:
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  
COUNTY OF WHATCOM  
) ss

On this _______ day of __________, 2013, 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:

SPILLMAN TECHNOLOGIES, INC
(Type in Name of Contractor/Firm)

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

Address:
4625 Lake Park Blvd., Salt Lake City, Utah 84120

Mailing Address: Same

Contact Name:
Contact Phone:
Contact FAX:
Contact Email:
GENERAL CONDITIONS

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 D during the Agreement period.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:
The term of this agreement is established in the Spillman Purchase and License Agreement.

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 "Spillman Purchase and License Agreement". Where "Spillman Purchase and License Agreement" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B" or Section 6 of Exhibit E (Purchased Products and Services) 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 the "Spillman Purchase and License Agreement" 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 "E."

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, provided that the County promptly notifies the Contractor of such demand and gives the Contractor sole control in the response to such demand.

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, upon thirty days prior written notice to the Contractor and opportunity for the Contractor to cure such failure, withhold from amounts otherwise due and payable to Contractor the amount reasonably 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.
Provided that the Contractor has been given thirty (30) days prior written notice and opportunity to cure the failure or default, the County may act in accordance with any determination of the Administrative Officer, 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.

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 "E" 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: Not Applicable

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: Not Applicable

33.1 Right to Review: Not Applicable

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 "G". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

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

Professional Liability - $1,000,000. per occurrence (this amount may vary with circumstances)
34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement: Not Applicable

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

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

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

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:

Arthur Edge
Chief Deputy
Civil and Support Bureau
Whatcom County Sheriff's Office

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

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

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

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

40.2 Contractor Commitments, Warranties and Representations: As provided in the “Splitman Purchase and License Agreement.”

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.

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 thirty (30) days of the Contractor’s discovery or notice 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. Any act or failure to act by the Administrative Officer or the County that directly impacts the Contractor’s ability to provide a timely delivery will justify reasonable extension of time.

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

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.
What om County

spillman™
technologies, inc.

Purchase and License Agreement
Purchase and License Agreement

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Purchase and License Agreement

This Purchase and License Agreement (the “Agreement”) is made and entered into effective as of the date the Contract for Services Agreement is signed by both parties (the “Effective Date”), and is by and between:

Spillman Technologies, Inc. (“Spillman”)
4625 Lake Park Blvd.
Salt Lake City, UT 84120

and

Whatcom County (“Customer”)
311 Grand Ave.
Bellingham, WA 98225

Customer desires to purchase from Spillman licenses for certain Spillman software, professional services, maintenance services, and third party hardware, software and services, as set forth in Exhibit E (Purchased Products and Services), and Spillman desires to sell such licenses, services and products to Customer, pursuant to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

1.1 “Confidential Information” means any non-public information provided by either party to the other in connection with this Agreement, including the Software, Spillman’s pricing, future product plans, trade secrets; know-how; a party’s non-public business and financial information; Customer lists; and any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information; (b) was rightfully in the receiving party’s possession prior to its disclosure by the disclosing party; (c) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is obtained by the receiving party without obligation of confidentiality from a third
party who has the right to disclose it. Additionally, the receiving party may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, provided that it gives the disclosing party prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

1.2 “Documentation” means all written or electronic user documentation for the Software provided by Spillman to Customer.

1.4 “Software” means the package of Spillman computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, identified in Exhibit E (Purchased Products and Services) or subsequently licensed by Customer pursuant to the terms of this Agreement. Software also includes all Utilities, modifications, new Releases and Enhancements (as defined in Exhibit A, Maintenance and Support Agreement). Software specifically excludes third party software not developed by Spillman, but that might be used in conjunction with the Spillman software, such as word processors, spreadsheets, terminal emulators, etc.

1.5 “Spillman Application Administrator” means an agent of Customer appointed by Customer, who has been certified on the Software by Spillman, pursuant to the procedures set forth in Section 6 of Exhibit A (Maintenance and Support Agreement), and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Software.

1.6 “Utilities” means the software utilities and tools provided by Spillman as part of the Software, including Spillman’s XML Query, ODBC interface and implementation code, ctpel, dbdump, and dbload, as well as any other software utilities provided by Spillman in connection with the Software.

Section 2: Purchases of Professional Services and Third Party Products

2.1 Professional Services. Customer agrees to purchase the Spillman professional services listed in Section 4 of Exhibit E (Purchased Products and Services).

2.2 Third Party Products. Customer agrees to purchase from Spillman the third party products identified in Exhibit E (Purchased Products and Services). Spillman makes no warranties with respect to such third party products, but agrees to pass through to Customer any warranties provided by the manufacturers of such products, to the extent permitted.

Section 3: License

3.1 Grant of License. In consideration of the payment of the license fees set forth in Exhibit E (Purchased Products and Services), Spillman grants Customer a nonexclusive, non-transferable license to use the Software, subject to the terms of this Agreement (including the restrictions with respect to Utilities set forth in Section 10).

3.2 Ownership. Spillman’s Software and all related documentation and materials provided by Spillman are licensed (not sold) to Customer. Spillman retains sole and exclusive ownership of all rights, title, and interest in and to the Software, all related materials, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the licenses expressly granted to Customer herein by Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception or development of any part of the Software, including enhancements or customized Software. The Software may also include third party software separately licensed to Spillman from third party
licensors. Such third party software is sublicensed to Customer and protected pursuant to the terms of this Agreement, and may be used only in conjunction with Spillman's Software. This Agreement does not provide Customer with title or ownership of the Software or any component thereof, but only a limited license except as provided in Section 12.5 Effect of Termination page 16. Spillman and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances.

Section 4: Scope of Rights

4.1 Location of Software. Customer may install and use the Software only in Customer's own facilities, including disaster recovery facilities. Customer shall give Spillman two (2) weeks prior written notice if the location of Customer's permanent facility changes.

4.2 Customer Use Only. Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement.

4.3 Copies. Customer may make one copy of the Software in machine-readable, object code form, for backup and archival purposes only, provided that Spillman's copyright notice is included. Such backup copies shall not be used for productive use, except to the extent required if the primary Software installation is not functioning. Customer may reproduce (photocopy) Software Documentation according to Customer's needs for the authorized use of the Software. Customer may not distribute any of the Documentation for use outside of Customer's primary places of business.

4.4 Shared Agency Arrangements. If Customer and another agency (the "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Spillman will execute a Shared Agency Agreement for such arrangement and attach it to this Agreement as an additional Exhibit. Spillman will bill Customer directly for the applicable license fees, and Customer agrees to be responsible for timely payment of such invoices. Customer shall require the Shared Agency to comply with the terms of this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance by the Shared Agency.

Section 5: Fees and Payments

5.1 Fees. The license fee for the Software and the price for all services and third party products purchased by Customer from Spillman are specified in Exhibit E (Purchased Products and Services). All invoices are payable within thirty (30) days of the date of the invoice and an official sign off by Whatcom County of the applicable payment milestone. Official sign off and payment will not be unreasonably withheld. Customer must pay such fees directly to Spillman according to the agreed payment terms set forth in Exhibit E (Purchased Products and Services).

5.2 Taxes. Customer is solely responsible for the payment of any and all taxes resulting from this Agreement and its purchase of the products and services described herein (excluding taxes on Spillman's net income). If Customer is a tax-exempt organization, Customer will provide Spillman with documentation required by the taxing authority to support such exemption.

5.3 Late Payments. If Customer fails to pay any amounts owed when due, Spillman may assess interest at one-and-one-half percent (1.5%) per month on all overdue amounts, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees, whether or not a suit is instituted.
5.4 **Excessive Delays.** Spillman acknowledges that the dates set forth in the Project Schedule for completion of the services to be provided by Spillman under this Agreement depend upon the timely fulfillment of both Client and Spillman’s responsibilities. “Excessive Delays” means a substantial failure by Spillman to meet the major deadlines set forth in the Project Schedule resulting in an unusable system; provided that Spillman shall not be responsible for any delays in the Project Schedule to the extent caused by Customer’s failure to perform Customer’s responsibilities or by a force majeure event, as defined in Section 13.9. Spillman’s failure to perform its responsibilities in accordance with the Project Schedule in all material respects shall constitute a material default under this Agreement. Upon notification from Customer of default because of Excessive Delays, Spillman will have thirty (30) days to rectify the delay to Customer’s reasonable satisfaction. Failure to rectify the Excessive Delay to Customer’s reasonable satisfaction may result in termination of this Agreement, at which point all funds paid to Spillman for licensing and one-half (½) of the fees paid for services shall be returned to Customer. Due to the nature of custom development and the potential unknowns associated with custom development, custom development will not be subject to this section. If there are Excessive Delays related to custom development, then a mutually agreeable resolution will be worked out between the Customer and Spillman.

**Section 6: Support**

6.1 Spillman will provide maintenance and support services to Customer with respect to the Software, pursuant to the terms of the Support Agreement attached as Exhibit A (Maintenance and Support Agreement) hereto.

**Section 7: Customer Responsibilities**

7.1 **Spillman Application Administrator.** Customer is responsible for designating a Spillman Application Administrator who is qualified to operate the Software on Customer’s own equipment, has been certified as set forth in Exhibit A (Maintenance and Support Agreement), and is familiar with the information, calculations, and reports that serve as input and output of the Software. Spillman reserves the right to refuse assistance or to charge additional fees if the Spillman Application Administrator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Software.

7.2 **Additional Components.** Other components (hardware and/or software) may be required for the use of the Software. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.

7.3 **Proper Environment.** Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate.

7.4 **Data Conversion Services.** Except as expressly agreed in writing, Spillman assumes no responsibility under this Agreement for converting Customer’s data files for use with the Software.

7.5 **Improper Use.** Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software or improperly using the Software. If Customer discovers any such problems, it will promptly notify Spillman and take commercially reasonable actions to resolve the problem as soon as reasonably possible.

**Section 8: Proprietary Protection and Restrictions**

8.1 **Third Party Access and Queries.** Customer may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Customer’s internal
business purposes, and Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.

8.2 **Restrictions.** Customer may not use, copy, modify, rent, share, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Customer may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Software.

8.3 **Competitive Use.** Customer may not utilize or permit a third party to access or utilize any part of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Spillman's products or services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.

8.4 **No Service Bureau, Etc.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Customer may not install the Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld). For the purposes of disaster recovery it is permissible for Customer to house a second server at an adjoining facility. It is expected (but not required) at the time of the execution of this contract that the adjoining county and location for the disaster recovery server would be with Skagit County in their secure computer center.

8.5 **Inspection.** Customer hereby authorizes Spillman to enter Customer's premises in order to inspect the Software in any reasonable manner during regular business hours, with or without prior notice, to verify Customer's compliance with the terms of this Agreement.

**Section 9: Confidential Information**

9.1 **Confidentiality Terms.** Each party shall keep confidential all Confidential Information provided to it by the other party, and shall not use such Confidential Information for any purpose other than the proper purposes of this Agreement. A party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are bound to keep such information confidential. Each party shall give the other party's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.

9.2 **Restrictions on Disclosure.** Customer must not disclose the Software, its Documentation, or any other Spillman documentation, (i) to any competitor of Spillman, or (ii) to any other third party unless it has a need to know such information for the proper purposes of this Agreement.

**Section 10: Utilities; Restrictions on Usage**

10.1 **Utilities.** Spillman provides certain software Utilities as part of the Software. Spillman may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.

10.2 **Use of Utilities.** Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. Except as expressly set forth below, Customer is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data
corruption and system slowdown or damage. Customer is permitted to use the “write” feature of the ODBC interface to write to or modify the database; however, due to the potential for data corruption and system slowdown or damage, Customer agrees that it does so solely at its own risk.

10.3 **Disclaimer.** Spillman is NOT responsible for any breach of warranty, damages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer’s or a third party’s use of the Utilities (even if permitted by Spillman) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

**Section 11: Limited Warranty and Limitation of Liability; Indemnification**

11.1 **Functionality.** Spillman warrants, for Customer’s benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software provided by Spillman, beginning upon the date of Customer’s cutover to live operation of the Software (Go-live), and ending twelve (12) months thereafter (the “Warranty Period”). This warranty is expressly conditioned on Customer’s observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software.

11.2 **Limitations.** Spillman is not responsible for obsolescence of the Software that may result from changes in Customer’s requirements. The warranty in Section 11.1 shall apply only to the most current version of the Software issued by Spillman from time to time. Customer must notify Spillman of any warranty issues or breaches within the Warranty Period; after the end of the Warranty Period, Software errors and defects will be handled under Exhibit A (Maintenance and Support Agreement). Issuance of updates does not result in a renewal or extension of the Warranty Period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from third party hardware or software malfunction or defect; modification of the Software by any person other than Spillman, or defects or problems that are outside the reasonable control of Spillman. Customer will reimburse Spillman for its reasonable time and expenses for any services provided at Customer’s request to remedy excluded non-performance issues. Additionally, Spillman is not responsible for any problems or errors with the Software or Customer’s system resulting from use of the ctpperl or dbload Utilities in any manner other than read-only. Customer expressly acknowledges that any use of the “write” or “update” features of these Utilities may damage Customer’s database or cause other problems with its system.

11.3 **Remedies.** As Customer’s exclusive remedy for any material defect in the Software for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Spillman’s liability shall be limited to the amount paid as the license fee for the defective or non-conforming module of the Software. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if Customer has made any changes whatsoever to the Software, if the Software has been misused or damaged in any respect, or if Customer has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discovery thereof.

11.4 **Limitation of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

11.5 **Limitation of Liability.** THE CUMULATIVE LIABILITY OF SPILLMAN AND ITS LICENSORS TO CUSTOMER FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING
ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO SPILLMAN HEREUNDER. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Spillman shall have no liability for the loss of data or documentation, it being understood that Customer is responsible for reasonable backup precautions.

11.6 Limitation of Damages. IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CUSTOMER BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

11.7 Indemnification. Spillman agrees to defend Customer against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the Software, and Spillman will pay any damages, costs and expenses (including reasonable attorneys' fees) finally awarded in such action or paid to settle the action. Spillman will not be required to indemnify Customer unless (i) Customer promptly notifies Spillman of any such claim; (ii) Customer gives Spillman sole control of the defense and all settlement negotiations, and the authority to represent Customer in defending the claim; and (iii) Customer provides Spillman with any information and assistance that Spillman reasonably requests in defending against the claim. Customer may, at its option and expense, be represented by separate counsel in any such action. If a court or other legal authority finds that any part of the Software infringes on a third party’s intellectual property rights, or if Spillman believes that it infringes, Spillman will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Software so it is no longer infringing, or to provide to Customer substitute software that is non-infringing; provided that if in Spillman’s judgment such options are not commercially reasonable, Spillman may terminate the license for the Software or the infringing portion thereof upon written notice to Customer. Spillman will have no liability for infringement arising out of modification of the Software by any party other than Spillman, use of an outdated version of the Software, or the combination or use of the Software with any other software, hardware, equipment, product, or process not furnished by Spillman, if use of the Software alone and in its current, unmodified form would not have been an infringement. Spillman is not liable for any infringement claims based upon third party software or hardware. This Section 11.7 states Spillman’s entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

Section 12: Term of Agreement; Termination

12.1 Term of Agreement. Customer’s license of the Software shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated as provided herein.

12.2 Support Required. Except as outlined in Section 12.5, Effect of Termination, Customer is required to continue purchasing support and maintenance services from Spillman throughout the term of this Agreement, as a condition to the license of the Software under this Agreement. This Agreement shall automatically terminate if Customer ceases paying the required fees for maintenance and support of the Software.

12.3 Termination without Cause. Customer may terminate this Agreement at any time upon ninety (90) days’ prior written notice to Spillman, without cause, subject to any outstanding obligations and financial commitments of Customer under this Agreement (e.g., Customer’s obligation to pay license fees is not rescinded by such termination).
12.4 **Termination for Cause.** Either party may terminate this Agreement, in addition to seeking any other available remedies, if the other party breaches any material term of this Agreement (including Exhibits A, Maintenance and Support Agreement) and does not correct such breach within thirty (30) days following written notice of the breach from the other party. Repudiation or failure to accept the Software without cause constitutes a material breach of this Agreement. In addition to or in lieu of termination, a party may seek any other remedies that may be available at law or in equity. If Customer terminates this Agreement for cause prior to Final System Acceptance, as Customer’s sole remedy, Spillman shall refund any license fees received from Customer for the Software that Customer returns to Spillman under Section 12.5 below, or one-half of the fees for services related to installation of Software.

12.5 **Effect of Termination.** Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer’s possession or use of the Software, Customer must return or destroy, as requested by Spillman, all copies of the Software in Customer’s possession (whether modified or unmodified), and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). Customer agrees to certify Customer’s compliance with such obligation upon Spillman’s request. Notwithstanding, Customer will be entitled to continue to use the software in its present condition without support for a reasonable transition period, not to exceed thirty six months from the date of termination, to give Customer a reasonable opportunity to transition to a new software system from another vendor that is a substitute for the Software. If support is needed by Customer during said transition period they will be charged on an hourly basis based on the then current fee schedule if Spillman is able and willing. Customer will permit Spillman to repossess the Software and any products sold hereunder for which Customer has not fully paid the purchase price. If Customer has any outstanding payment obligations under this Agreement, Spillman may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum. The terms of Sections 2.2, 3.2, 5.2, 5.3, 9, 10.3, 11.4, 11.5, 11.6, 11.7, 12.5 and 13 shall survive termination or expiration of this Agreement.

**Section 13: Miscellaneous**

13.1 **Entire Agreement — Amendment.** This Agreement, together with its exhibits, which are attached hereto and incorporated herein by reference, constitutes the complete agreement between the parties with respect to the Software and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party.

13.2 **Assignment.** Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without Spillman’s prior written consent.

13.3 **Governing Law.** This Agreement will be governed by the laws of the State of Washington, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of Washington state and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys’ fees from the other party.

13.4 **No Waiver.** Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

13.5 **Injunctive Relief.** Customer acknowledges that, in the event of Customer’s breach of any of the confidentiality terms or scope of use restrictions in this Agreement, Spillman will not have an adequate
remedy in money or damages. Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

13.6 **Limitation of Actions.** No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action occurred. However, action for nonpayment may be brought within three (3) years the date of the last payment was received by Spillman.

13.7 **Notices.** Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

13.8 **Severability.** If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

13.9 **Force Majeure.** A party shall be excused from delays or failure to perform its duties, other than payment obligations, to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. Either party may, in its discretion, terminate this Agreement if a delay in performance by the other party exceeds or is reasonably expected to exceed six (6) months.

13.10 **Export.** In the event export of the Software is expressly permitted in writing by Spillman, Customer may only export the Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Software may not be exported into any country where such export is prohibited by law, regulation, or governmental order.

Spillman desires that Customer be confident that the Software will suit Customer’s needs. Although Customer must make that determination, Spillman is prepared to fully discuss the Software with Customer and answer questions. By executing this Agreement, Customer acknowledges that it has been given an adequate opportunity to investigate Customer’s computer and Software needs and that based on its examination of the Software, Customer finds the Software to be satisfactory.
Exhibit A
Maintenance and Support Agreement

This Maintenance and Support Agreement (the “Support Agreement”), dated effective as of the date the Contract for Services Agreement is signed by both parties above, is by and between Spillman Technologies, Inc. (“Spillman”) and Whatcom County, (“Customer”). In connection with the Purchase and License Agreement between the parties (the “License Agreement”), Customer desires to purchase from Spillman certain maintenance and support services for the Software. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the License Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

1.1 Coverage Hours. The hours between 8:00 a.m. and 5:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Spillman.

1.2 Enhancement. Any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman’s assessment of their value and of the function added to the preexisting Software. Major Enhancements will be designated by a change in the version number to the left of the decimal (e.g., 6.1 to 7.0); minor Enhancements will be designated by a change in the version number to the right of the decimal (e.g., 6.1 to 6.2)

1.3 Error. Any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.

1.4 Error Correction. Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.

1.5 Releases. New versions of the Software, including all Error Corrections and Enhancements.

1.6 Response Time. Six (6) or less Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.

1.7 Support Term. The Initial Support Term together with all renewal terms of this Agreement. The Initial Support Term will be for the twelve (12) month period of the Warranty Period, as defined in Section 11.1 of the License Agreement. Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the License Agreement.

Section 2: Eligibility For Support

2.1 Spillman’s obligation to provide the support and maintenance services described in this Support Agreement with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Spillman’s discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:
2.1.1 The License Agreement must remain valid and in effect at all times;

2.1.2 The Software must be operated on a hardware platform approved by Spillman; and

2.1.3 Customer must be current on payment of maintenance and support fees.

2.2 Spillman may require Customer to appoint a new Spillman Application Administrator in order to continue receiving support services or increase Customer’s support fees, if Spillman reasonably determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

Section 3: Scope of Services

During the Support Term, Spillman shall render the following services in support of the Software, during Coverage Hours:

3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administrator, by telephone, reports of any software irregularities, and requests for assistance in use of the Software.

3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.

3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman’s standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a “temporary fix” consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Software. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Software other than the most recent release.

3.4 Spillman may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer’s facility, shall be subject to the supplemental charges set forth in Exhibit E (Purchased Products and Services). Customer shall receive major Enhancements free of charge during the pre-paid maintenance period as identified in Exhibit E if the Enhancement does not require additional third party products.

3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer’s requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.
Section 4: Services Not Covered by this Support Agreement

The services identified in this section are specifically NOT covered by this Support Agreement unless the problems are the result of Spillman personnel. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products. Spillman may in its discretion provide first-line support for third party software; if not, Spillman will refer Customer to the vendor of such software for resolution of support issues.

4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.

4.3 Restoration and/or recovery of data files and/or the operating system.

4.4 Any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee’s or a third party’s use of the Utilities or any software not specifically licensed by Spillman to Licensee for use in connection with the Software. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Licensee (or by a third party with Licensee’s knowledge) may result, at Spillman’s sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.

4.5 Any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer’s utilization of the “write” feature of the ODBC interface to write to or modify the database in any way.

4.6 Support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer’s combining or merging the Software with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer’s specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.

4.7 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.

4.8 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.

4.9 Onsite service visits to Customer’s facility.

4.10 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer
5.1 Customer must maintain and provide, at no cost to Spillman, access to broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set, or equivalent, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.

5.2 A representative of Customer’s IT department must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer’s IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.

5.3 All communications between Customer and Spillman must be in the English language.

5.4 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one Spillman Application Administrator must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman.

5.5 Customer is responsible for providing all network and server security.

5.6 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Software became apparent.

Section 6: Spillman Application Administrator Requirements

6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the date of Customer’s cutover to live operation of the Software (“Go-live”). The designated administrator must meet the following requirements in order to certify at the basic level:

6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:

i. System Introduction – Inquiry,
ii. System Introduction – Data Entry & Modification,
iii. If applicable, UNIX Fundamentals Training (AIX, or HP-UX),
iv. Basic System Administration, and
v. Spillman training applicable for the Spillman applications used by Customer.

6.1.2 Pass the Basic SAA exam within one year after the agency’s Go-live date.

6.2 Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.

6.3 Contact information for the Spillman Application Administrator(s) and those authorized to call support must be recorded in Appendix 1 of this Support Agreement. Changes to the information recorded in Appendix 1 will require that a new Appendix 1 be completed, signed and filed with Spillman.

6.4 Requests for support services received by anyone other than a Spillman Application Administrator or those authorized to call support as identified in the current Appendix 1 on file with Spillman, will be refused.

6.5 Each designated Spillman Application Administrator must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software, or operating system not directly associated with the Software.
Section 7: Fees and Charges

7.1 Customer shall pay Spillman the Support Fee, as set forth in Exhibit E (Purchased Products and Services), and any other charges or fees described herein. Spillman reserves the right to change its future Support Fees beyond year seven, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in Exhibit E (Purchased Products and Services), are charged beginning the day after the end of the Initial Support Term, as defined in Section 1.7. Additionally, adjustments to Support Fees may result from changes in (1) enhancement or an increase in market value of the software, (2) number of software modules used, (3) an increase in Customer’s size (as further described in Section 7.6), (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Support Agreement. Other than increases for support for purchase of additional licenses or modules, Support Fees shall be fixed pursuant to Exhibit E until year eight of maintenance.

7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.

7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Licensed Software.

7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.

7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services.

7.6 Additional Support Fees may be required by Spillman if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 4.4 of the License Agreement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred.

Section 8: Termination

8.1 This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.

8.2 Either party may terminate this Support Agreement as follows:

8.2.1 If either Spillman or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Agreement at the end of such Support Term; or
8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Agreement and the offending party has not cured such breach within the 30-day notice period.

8.2.3 The effect of termination of the Support Agreement under this section does not affect the Customer's continued use of the Software in its then existing condition as provided in Section 12.5 Effect of Termination page 16.

8.2.4 The Support Agreement may only be terminated with cause during the term of maintenance that has been prepaid as outlined in Exhibit E unless both parties come to mutually agreeable terms for termination otherwise.

8.3 Following termination of this Support Agreement, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and invoice shall be due upon receipt.

Section 9: General

9.1 The terms of Section 11: Limited Warranty and Limitation of Liability; Indemnification and Section 13: Miscellaneous of the License Agreement are hereby incorporated into this Support Agreement by reference.
Appendix 1
Spillman Subject Matter Experts and Application Administrator(s)
Contact Information

Information to be provided prior to system GO-live.

Name: ______________________
Work Phone: _________________
Cell Phone: _________________
Email: ______________________
Fax: _______________________
Pager: _____________________
Exhibit B

Testing and Acceptance Procedures

To Spillman Purchase and License Agreement

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Acceptance Testing Overview

Spillman will work in conjunction with Customer to provide five specific opportunities to test and use the production Software for approval. These include: Project Team Training, Functional Testing, End User Training, a Mock Go-live, and a 30 day Final Acceptance Test Period during Go-Live. The Testing and Acceptance Procedures (TAP) are included in the Agreement as a mutually agreeable methodology for completing these testing activities.

Failures are defined as the inability of the Software or a Software component to conform in all material respects to the Documentation and CJIS requirements. All tracking of test results will be done via a mutually agreeable tracking form.

If for some reason it is determined at the time of constructing the project plan that the implementation will be handled in phases over multiple 2 year budget cycles then each phase will follow its own Acceptance Testing as described in this Exhibit.

Project Team Training

The purpose of Project Team Training is to review the Software with the Customer’s project team. This review will be done using the production system and will include an overview of the purchased application and discussions regarding the related policy in context to how End User Training will take place. This overview is a demonstration by Spillman of the functionality of the various modules and provides the Customer’s project team the initial opportunity for review. During Project Team Training any failures of the Software will be noted and further addressed as described in the Functional Testing section of this Exhibit.
Functional Testing

Spillman will provide Customer with its standard functional acceptance tests for each Spillman application module.

With assistance from Spillman, Customer will conduct functional tests on the Software to verify that that commands work as intended, and that each module, as well as all Software interfaces, function according to Documentation.

In the process of testing the requirements, Customer will also test specific commands to determine whether the command executes the function it was intended to execute in the manner expected, whether the command generates the appropriate acknowledgement message, if information is correctly sent and received, and whether the commands generate the appropriate error messages when input incorrectly.

During Functional Testing, Spillman and Customer will track whether requirements pass or fail a test. If a requirement fails a test, it will be classified as a “Failure.” Spillman shall have up to ten (10) days to correct any Failure or provide an explanation of when the Failure will be corrected. Spillman shall resolve the Failure either by fixing the Failure or replacing the Software, or by providing a mutually agreeable resolution. Once a Failure is corrected, Spillman and Customer will conduct additional testing of that requirement to verify that it passes the test.

The Software will be deemed to have passed Functional Testing when all requirements pass the test or mutually acceptable remedies for the Failures have been developed.

End User Training

The purpose of End user training is to provide Software training to Customer’s end users of the modules and functionality related to the individual’s job responsibilities in the Software. End User Training will provide further opportunity to evaluate the production system as each end user performs various training exercises. During End User Training any failures of the Software will be noted and further addressed as described in the Functional Testing section of this Exhibit.

Mock Go-live

The purpose of the Mock Go-live is to provide opportunity for Customer’s use of the actual production system of the Software alongside the old system with the Spillman Account Trainer and Project Manager before official Go-live. The intent is that as key Customer users do their day-to-day tasks in the old system they will selectively duplicate the exercise in the Spillman Software. This provides familiarity with real world use in the new Software system as well as further review.

After the Mock Go-live period a mutual decision to proceed with the official Go-live (i.e., productive use of the Software) will be made.

Final Acceptance

Final System Acceptance will start at Go-live and will be completed at the end of the 30-day Final System Acceptance Test period if/when:
• The System has operated for 30 consecutive days without a P0 Defect
• The System and operated for 30 consecutive days without a P1 Defect
• All P2 Defects have been corrected or a mutually agreeable resolution or plan to resolve all P2 Defects has been developed and accepted by the customer.

Spillman needs to be notified in writing of any Defects before the end of the Final System Acceptance Test period. If Spillman has not been notified of any Defects within the 30 day Final System Acceptance Test period, the System will be deemed accepted and invoicing for final payment will commence as outlined in Section 5.1 of the License Agreement.

P2 Defects that do not negatively impact System operations and P3 Defects will not stop or extend the Final System Acceptance period.

During all test periods, the Customer will need to maintain a log of any discovered Defects. Defects will be classified and remedied according to severity using the Prioritization of Defects outlined below.

**Prioritization of Defects until Final System Acceptance**

Through the Final Acceptance Test Period Spillman warrants that it will remedy any reproducible Defect in the System, as follows:

**Priority Level 0 (P0) Defect**

A Priority Zero Level (P0) Defect is a Defect that results in:

• The entire System or a core System component (e.g., HUB, RMS, JMS) goes down
• Loss of productive use of the System or a core System component

In the event a P0 Defect occurs during Project Team Training, Functional Testing, End User, or the Mock Go-Live, the Customer will immediately notify Spillman and the test period may be suspended. Spillman personnel shall promptly resolve the problem and the test period will re-commence at the point where it was suspended.

The test period will be extended, as necessary, until Spillman has remedied all reported, reproducible P0 Defects.

In the event a P0 Defect occurs during the Final System Acceptance Test Period, the Customer will immediately notify Spillman and the test period will stop. Spillman personnel shall promptly resolve the problem and the test period will re-start at the beginning until the System has operated 30 consecutive days without recurrence of a P0 Defect.

Upon receipt of P0 software correction, the Customer has until the end of the following business day to test the software correction and place it into production. If the Customer does not place the software correction into production by the end of the following business day, the test period will resume or restart, as applicable.

**Priority Level 1 (P1) Defect**

A Priority One Level (P1) Defect is a Defect results in
- Inability to use a module within a System component
- The significant impact to System use such that an immediate workaround is not available
- Data loss
- Data corruption

In the event a P1 Defect occurs anytime during any of the testing periods, the Customer will immediately notify Spillman and the test period will be suspended. Spillman personnel shall promptly resolve the problem and the test period will re-commence at the point where it was suspended.

The test period will be extended, as necessary, until Spillman has remedied all reported, reproducible P1 Defects.

In the event a P1 Defect occurs during the Final System Acceptance Test Period, the Customer will immediately notify Spillman and the test period will stop. Spillman personnel shall promptly resolve the problem and the test period will re-start at the beginning until the System has operated 30 consecutive days without recurrence of a P1 Defect.

Upon receipt of P1 software correction, the Customer has until the end of the following business day to test the software correction and place it into production. If the Customer does not place the software correction into production by the end of the following business day, the test period will resume or restart, as applicable.

**Priority Level 2 (P2) Defect**

A Priority Two Level (P2) Defect is a Defect that results in:

- Productive, but incomplete, operation wherein a workaround that does not unreasonably impact System operations is generally available. Examples of P2 Defects include:
  - Deleting an image using Sentryx Image Administration Module leaves the thumbnail on the names record.
  - Typing the transaction code instead of using the dropdown throws an error.
  - Field requires user to click or tab through the field to enable the ‘Vehicle Registration’ option.
  - Defects of a severity level higher than those described above must be categorized and remedied as P1 Defects.

In the event a P2 Defect occurs anytime during any test period, the Customer will immediately notify Spillman, but the test period will continue. If possible, Spillman shall resolve the problem during the test period. If not, and by mutual agreement made reasonably and in good faith, resolution will occur within a future bug fixes release, fixes release or software update of the product. P2 Defects must be resolved, either by remedying the Defect or by developing a mutually acceptable plan to remedy the Defect in a future bug fix release. Final acceptance shall not be unreasonably withheld.

**Priority Level 3 (P3) Defect**

A Priority Three Level (P3) Defect is a minor Defect that does not affect operations and is mainly cosmetic in nature. Examples include configuration issues that can be corrected by the Customer; data integrity issues that must be addressed by the Customer; Help File Defects; graphical user interface cosmetic Defects that can be corrected in a future release; or enhancements that can be made in the future to the presently
installed System. In the event a P3 Defect occurs, Spillman may or may not correct the Defect within a future software fixed release. Note that requested enhancements to the application are not Defects and fall outside of the scope of the Defect Levels and acceptance testing.
Exhibit C
Performance and Reliability Standards

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Overview
Spillman commits to providing a System that meets Product Specifications, provided the County is covered under the terms and conditions of the Maintenance and Support Agreement, Exhibit A of the Agreement.
This Document outlines the Performance and Reliability Standards for the System and the System Components.

Performance Standards
Subject to the terms and conditions of Exhibit A (Maintenance and Support Agreement), Spillman will ensure that the System meets the performance standards stated herein. The following sections describe the performance standards for each System Component. The System must meet the performance standards when the System Components are working together in an integrated environment.

Performance Standards Assumptions and Exceptions
All performance standards are based on the following assumptions:

- The Spillman Licensed Program is configured and maintained according to Spillman recommendations for servers, workstations, system and application configuration, as well as for database maintenance
- The workstations used to access the Licensed Program meet the recommended Spillman workstation specifications
- The servers housing the Spillman Licensed Program meet the recommended Spillman server specifications
- A maximum average round-trip latency (as measured by "ping") of 10ms between client
workstations and the Spillman server

- Network noise, throughput drop-offs, network activity spikes and third party applications operating on the workstation clients, all of which will directly influence the response times of the Spillman Licensed Program
- Anti-virus scanning software configuration, client registry errors, firewalls, and spyware may affect performance
- Network and system diagnostic testing may affect performance
- Functions requiring responses from external data sources, such as queries to external systems, which may take longer based on the responsiveness of the external system and the network

**Measurement of Transaction Response Times**

Transactions Response Times are measured from operator action until visual response or operation completion.

**Spillman Mobile Performance Standards**

The Mobile performance standards are based on the general assumptions and exceptions and the following additional assumptions: Either a commercial or managed IP-based wireless network with average data rates of 256 Kbs between the Spillman Mobile client and the Spillman server

- Acceptable performance for mobile transactions shall be defined as achieving two-way (query and response) transactions on a channel without congestion (i.e., no delay for channel access due to traffic contention)

Subject to the County meeting the Mobile performance assumptions, Spillman commits to the following response times:

- The frequency of dispatch updates is configurable. The default configuration is set to 15 seconds, thus the maximum time between dispatch updates is less than 30 seconds.
- Query response times are directly related to network latency and bandwidth. Under optimal conditions indexed query responses, unit history and call history lookups, and message transactions are less than 7 seconds

Note that the Mobile response time does not apply to the following:

- Records with images or attachments, such as mug shots
- Queries to external systems
- Functions that are size and complexity dependent (i.e., report generation)

**Spillman RMS Performance Standards**

The Spillman RMS performance standards are based on the general assumptions and exceptions and the following additional assumptions:

- RMS client workstation to the Spillman Server must maintain a constant connection speed of 100 Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds
Subject to the above-noted assumptions and exceptions, Spillman commits to the following performance standards:

- **Basic Query (Indexed Search) and Select Response Times**
  
  - With the exception of large reports or database searches that cover a time span of a week or more and excluding network communication times and other delays beyond the Licensed Software control, the RMS system will complete the majority of activities with an average transaction Response Time of 3 seconds or less.
  
  - Data entry operations (i.e., manual entry of information into data entry fields) and option selections (e.g., selecting one or more alternatives from drop down menu, with a pointing device or keyboard command) are completed with an average response time of 1 second or less.

- **Extended Records Query (Non-indexed Search)**
  
  - The Spillman RMS allows searching on un-indexed fields. The response time for un-indexed searches varies greatly and depends on the amount of data stored in the database, the search criteria, and the position of the matching records in the table. An exact response time cannot be guaranteed, but the Spillman RMS will search approximately 1,000 records in less than 7 seconds.

- **Name Query With List Response**
  
  - When configured to show a list response the Spillman RMS will complete a names search in less than 7 seconds

---

**Spillman JMS Performance Standards**

The Spillman JMS performance standards are based on the general assumptions and exceptions and the following additional assumptions:

- JMS client workstation to the Spillman Server must maintain a constant connection speed of 100Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds.

Subject to above noted assumptions and exceptions, Spillman commits to the following performance standards:

- **Basic Query (Indexed Search Only) and Select Response Times**
  
  - With the exception of large reports or database searches that cover a time span of a week or more and excluding network communication times and other delays beyond the Licensed Software control, the JMS system will retrieve and display the first matching record in 3 seconds or less.
  
  - Data entry operations (i.e., manual entry of information into data entry fields) and option selections (e.g., selecting one or more alternatives from drop down menu, with a pointing device or keyboard command) are completed with a response time of 3 seconds or less.

- **Inmate Quick Search**
  
  - The Inmate Quick Search displays a list of inmates that match the entered search criteria.
For indexed searches, the Inmate Quick Search is completed with a response time of less than 7 seconds.

**System Reliability**

Spillman commits that the Licensed Software will operate in material conformity with Product Specifications. Should the Licensed Software, or any component thereof, fail to operate without error or fail to be in conformity with Product Specifications, Spillman will take appropriate steps to bring the Licensed Software back into compliance at no cost to the County by correcting the problem in the manner and within the resolution time agreed to in the Testing and Acceptance Procedures in Exhibit B to the Agreement, during Project Implementation, or the Maintenance and Support Agreement in Exhibit A to the Agreement, during the Warranty or Maintenance Periods.

**System Availability**

The RMS application will be available 99.95 percent of the time. The Licensed Software will be considered available for use only when each of the following conditions is met:

- Installed hardware and software have power applied and are operating correctly based on manufacturer specifications
- All functions and interfaces necessary for the processing and management of calls for service and the management of resources are operating correctly per Product Specifications
- All functions necessary for creating, editing or searching for a record maintained by the Licensed Software are operating correctly

Availability will be expressed as a percentage of the maximum expected availability over a given period. The following are not considered as part of Hours System Unavailable: Scheduled downtime for patches, upgrades or preventative maintenance; failure of hardware not supplied by Spillman; any period in which action by the County prevents Spillman from servicing the system in a timely manner; network or Internet downtime; failure of a non-Spillman supplied information system or networking component; force majeure events; downtime caused by any failure in the general assumptions listed in this Exhibit, and failure of County to maintain the system in good working order (as defined in Section 6 of the Maintenance and Support Agreement) and to operate it in accordance with Spillman’s documentation and training instructions. The percentage availability for any period will be measured on a 12-month calendar year and be calculated as follows:

\[
\text{(Total Hours in Period – Hours System Unavailable) } \times 100 \\
\text{Total Hours in Period}
\]
Exhibit D
Implementation
Statement of Work ("SOW")

Between

Spillman Technologies, Inc.
("Spillman")

And

WHATCOM COUNTY
("Customer")

Prepared

By

Spillman Technologies, Inc.
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Project Objectives ........................................................................... 35
Change Management Procedures ................................................... 36
Project Assumptions and General Responsibilities ....................... 36
Project Tasks and Responsibilities ................................................ 38

Introduction and Purpose

Spillman provides comprehensive public safety software for police departments, sheriff’s offices, fire departments, communication centers and correctional facilities. Under the guidance and participation of Customer, Spillman will facilitate the delivery and implementation of its integrated software solutions, which includes all purchased products and services in the Purchase and License Agreement.

Together, the integrated software solutions are referred to as the “System.”

Spillman is committed to building a lifelong partnership with Customer by providing professional project management assistance through implementation, account management, technical support, and both initial and ongoing training. Spillman will provide Customer with software tools and services to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of documents, or files pertaining to Customer operations.

This SOW guides the primary activities and responsibilities for the System’s implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which Spillman and Customer will consider a task complete.

Project Objectives

Ongoing objectives of the Public Safety Software Implementation project:

- Provide a comprehensive public safety software solution to facilitate data management
- Provide the software and services necessary to enable interoperability and real-time data sharing
- Provide initial and ongoing system and application administration training to ensure proper setup and the efficient use of software modules
- Facilitate the implementation of data entry standards

Specific SOW objectives:

- Complete the project implementation plan
- Configure, set up, and install the server
- Install and configure core Spillman software modules
- Install and configure the external interfaces
- Provide onsite system setup consultation and system and application administration training
- Perform Functional Testing and initial system acceptance
- Provide comprehensive end user training and assistance with code table set up
- Perform final system acceptance
• Provide Go-live assistance

**Change Management Procedures**

In the event it is necessary to change this SOW or, if applicable, a Scope of Work document, the following procedure will be used:

• The party requesting the change will issue a Change Request document ("Change Request"). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.

• Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any changes to the fees or schedule that may result therefrom. Upon the parties’ agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating acceptance of the changes by the parties.

• Upon execution of the Change Request, the Spillman and Customer Project Managers will incorporate the change into the SOW or Scope of Work.

**Project Assumptions and General Responsibilities**

**Project Assumptions**

• The Spillman System will be implemented in a Windows or UNIX environment.

• Customer network is available and appropriately configured.

• Hardware is available that meets or exceeds Spillman’s current hardware recommendations, is patched per Spillman’s recommendations, and is appropriately configured.

• A TCP/IP-capable network is available for Spillman Mobile; specifically, a broadband wireless data network (3G or greater) or a similar high speed private network. At a minimum, wireless networks should accommodate average bi-directional data rates of 256 kbit/s (kilobits per second) between the mobile client and the Spillman server.

• Customer obtains State user and terminal ORIs in a timely fashion.
  – State/NCIC (StateLink) interface may not be ready for end user training; a live connection is not necessary for training exercises.

• Third party vendors provide required information for interface configuration.

• This engagement will begin on a mutually acceptable date after Spillman is in receipt of a signed contract from Customer that covers the fees and expenses described therein.

• Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

**Customer Responsibilities**

• Maintain effective communications with the Spillman Project Manager

• Participate in onsite project status meetings

• Respond to issues and concerns as communicated by the Spillman Project Manager

• Provide Spillman with Customer-approved project change requests

• Coordinate required Customer tasks and responsibilities with the Spillman Project Manager
- Manage all third party vendors for which Customer contracts facilitate project activities
- Ensure Customer project team members have the knowledge and expertise to meet required project responsibilities
- Provide onsite and dedicated VPN remote access as required to facilitate installation and Spillman’s continued system support
- Install Spillman application client on all computers
- Install Mobile application client on mobile computers
- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users
- Ensure management and end user personnel are scheduled and available for training

**Spillman Project Team Responsibilities**
- Function as the liaisons with Customer’s designated project manager
- Provide Customer with a project management plan, including a cut-over plan for Go-live
- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user Documentation
- Manage all aspects of the implementation, including project communications
- Participate in the project planning and system setup
- Coordinate and schedule the delivery of all products and services provided by Spillman
- Conduct onsite project status meetings at Customer facility and attend all major project events including project kickoff meeting, system acceptance tests, project team training, and Go-live activities
- Facilitate the submission and approval of Customer change requests
- Provide responses and recommend resolutions to Customer issues
- Facilitate the server configuration and core system installation, and coordinate external interface installation
- Manage all third party vendors contracted by Spillman
Project Tasks and Responsibilities
This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Spillman and Customer will perform their respective tasks through a combination of onsite collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

- Conduct Pre-Implementation Conference Call
- Order Hardware
- Order Third Party Products
- Project Analysis and Planning
- Finalize Project Schedule
- Hold Project Kickoff Meeting
- Develop Data Entry Standards
- Conduct First Onsite Map Training
- Install and Configure Hardware and Operating System
- Install Core Spillman Application
- Configure StateLink/NCIC, E9-1-1, LiveScan, and Other External Interfaces
- Conduct Project Team Training
- Conduct System Administrator Training
- Conduct Module Functional Test
- Install UCR/IBR
- Conduct Follow Up Map Training and Final Map Set Up Training
- Conduct End User Training
- Mock Go-live
- Cutover To Live Operations
- 30 day Final Acceptance
- Perform Site Audit and Analysis
Conduct Pre-Implementation Conference Call

Task Description
The Spillman project team will hold a pre-implementation conference call with Customer project team. During this meeting, Spillman will accomplish several objectives:

- Introduce the Spillman project team
- Exchange contact information with Customer project team
- Review list of purchased products and services of the project contract as well as the Scope of Work, if applicable
- Review hardware specifications with Customer

Deliverables
Not Applicable

Prerequisites
- Not applicable

Completion Criteria
This task will be complete after Spillman has conducted the onsite pre-implementation conference.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>- Conduct pre-implementation conference call</td>
<td>- Ensure Customer’s project manager and project team participate in the pre-implementation conference call</td>
</tr>
<tr>
<td><strong>Required Staff</strong></td>
<td><strong>Required Staff</strong></td>
</tr>
<tr>
<td>- Project manager</td>
<td>- Project manager</td>
</tr>
<tr>
<td>- Salesperson</td>
<td>- Project team as assigned by Customer</td>
</tr>
<tr>
<td>- Systems engineer</td>
<td></td>
</tr>
</tbody>
</table>
Order Hardware

Task Description
The purpose of this task is to order the hardware required for the Spillman system. Customer or Spillman (as specified in the Agreement) will be responsible for procuring the server needed to meet Spillman’s hardware specifications, as well as dedicating/procuring a server for the solution’s GIS component. Together, Spillman and Customer will review the purchase order to verify the purchased hardware meets system specifications. Hardware will then be shipped to Customer's location.

If Customer desires a disaster recovery solution, Customer (or a mutually agreed upon third party, as specified in the Agreement) will be responsible for procuring a second server and facilitating the setup of that solution. All costs associated with the setup and testing of the disaster recovery solution will be borne by Customer.

Deliverables
- Hardware recommendations

Prerequisites
- Pre-implementation conference call

Completion Criteria
This task will be complete once the hardware has been ordered.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>- Verify hardware order</td>
<td>- Order hardware (per Contract)</td>
</tr>
<tr>
<td>- Order hardware (per Contract)</td>
<td>- Ensure hardware (workstation) upgrades, as needed</td>
</tr>
<tr>
<td>- Provide minimum and recommended hardware requirements for all workstations</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Required Staff</th>
<th>Required Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Project manager</td>
<td>- Project manager</td>
</tr>
<tr>
<td>- Installation manager</td>
<td>- IT personnel (as needed)</td>
</tr>
<tr>
<td>- Systems engineer</td>
<td>- System administrator</td>
</tr>
</tbody>
</table>
Order Third Party Products

Task Description
Spillman will order third party products as specified in the Agreement. Customer will be responsible for any third party requirements not listed in the Agreement.

Deliverables
- Not applicable

Prerequisites
- Pre-implementation conference call

Completion Criteria
This task will be complete once Spillman and Customer have placed all orders for third party products.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsibilities</td>
<td>Responsibilities</td>
</tr>
<tr>
<td>• Order third party products as specified in the Agreement</td>
<td>• Order third party products for which Customer is responsible</td>
</tr>
<tr>
<td>Required Staff</td>
<td>Required Staff</td>
</tr>
<tr>
<td>• Project manager</td>
<td>• Project manager</td>
</tr>
<tr>
<td>• Systems engineer</td>
<td>• System administrator</td>
</tr>
<tr>
<td></td>
<td>• IT personnel (as needed)</td>
</tr>
</tbody>
</table>
Project Analysis and Planning

Task Description
Spillman’s account trainer will assess an agency’s communications, reporting methods, and general operations in order to understand how Customer currently conducts business. The purpose is to identify processes the software configuration must accommodate as well as processes that will likely change in order for the Spillman software to operate most effectively. Spillman’s account trainer will also work with Customer staff to review current forms and identify possible changes for streamlining documents, forms, and daily operations in preparation for new system installation.

Spillman’s account trainer will conduct a pre-installation training program including product demonstrations on most core system applications, as time permits. This training will give Customer’s project team an opportunity to develop an understanding of the Spillman application and better understand tasks and responsibilities required for System Go-live. This process will also facilitate the work of Spillman and Customer’s project team during final acceptance, and prepare Customer system administrator(s) for tasks such as building the code tables and configuring system applications and parameters.

Deliverables
- Spillman shall provide a written report identifying any deficiencies, changes, upgrades, etc. that it deems necessary for Customer to adequately prepare for the successful installation and use of the system.

Prerequisites
- Pre-implementation conference call

Completion Criteria
This task will be complete after Spillman concludes its observation of communications and general operations, conducts workflow and network analysis, and provides a written report to Customer.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>- Observe communications, reporting methods, and general operations</td>
<td>- Allow Spillman’s account trainer to observe operations</td>
</tr>
<tr>
<td>- Review current forms, identify changes, and assist in the design process</td>
<td>- Make necessary changes to forms and documents</td>
</tr>
<tr>
<td>- Conduct workflow and network analysis to identify any pre-existing conditions that may impede the ability to successfully install the system</td>
<td>- Participate in workflow and network analysis, verify/validate any recommendations and make adjustments/upgrades as needed</td>
</tr>
<tr>
<td>- Provide written report identifying deficiencies following network</td>
<td>- Submit change request(s) if necessary</td>
</tr>
</tbody>
</table>
## Project Analysis and Planning

- Review necessary functional requirements for all required project interfaces

<table>
<thead>
<tr>
<th>Required Staff</th>
<th>Required Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project manager</td>
<td>Project manager</td>
</tr>
<tr>
<td>Systems engineer</td>
<td>Project team (as assigned)</td>
</tr>
<tr>
<td>Account trainer</td>
<td>IT personnel</td>
</tr>
<tr>
<td></td>
<td>System administrator</td>
</tr>
<tr>
<td></td>
<td>End users (as needed for observation activities)</td>
</tr>
</tbody>
</table>
Finalize Project Schedule

Task Description
Prior to signing the Agreement, Spillman and Customer may have developed a preliminary project schedule. Spillman is aware that Customer is required to be NIBRS compliant by 12/31/2013. Spillman and the Customer will make every reasonable effort to meet this requirement. During this task, the project managers from both Spillman and Customer, as well as Customer personnel who make decisions regarding resource allocations or scheduling, will meet face-to-face and review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. Spillman’s project manager will then update the schedule.

The project schedule will be further updated as necessary over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by Spillman’s project manager.

Deliverables
- Final project schedule

Prerequisites
- Not applicable

Completion Criteria
This task will be complete when the parties agree upon the final project schedule; approval shall not be unreasonably withheld or delayed.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>• Lead Customer through a review of the project schedule</td>
<td>• Ensure personnel who can make resource allocation and scheduling decisions attend Project Schedule review</td>
</tr>
<tr>
<td>• Update the project schedule</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Required Staff</th>
<th>Required Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Project manager</td>
<td>• Project manager</td>
</tr>
<tr>
<td>• Training coordinator</td>
<td>• System administrator</td>
</tr>
<tr>
<td></td>
<td>• Department supervisors (as needed, for approving the schedule)</td>
</tr>
</tbody>
</table>
# Hold Project Kickoff Meeting

## Task Description
Spillman will conduct an onsite project kickoff meeting with Customer’s project team.
This meeting is held to meet several objectives:

- Review the Agreement and all project deliverables
- Present Spillman’s project management methodology and approach
- Review data entry standards and provide an example for Customer to use in developing its own set of data entry standards
- Review the project schedule, focusing on the training schedule

## Deliverables

- Onsite project kickoff meeting
- Project management plan (guide)
- Data entry standards

## Prerequisites

- Signed Agreement

## Completion Criteria

This task will be complete after Spillman conducts the project kickoff meeting.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
</table>

## Responsibilities

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Conduct project kickoff meeting</td>
</tr>
<tr>
<td></td>
<td>Provide materials</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Provide location for the project kickoff meeting</td>
</tr>
<tr>
<td></td>
<td>Provide information requested in checklists and completed needs analysis surveys</td>
</tr>
<tr>
<td></td>
<td>Ensure project team attends project kickoff meeting</td>
</tr>
<tr>
<td></td>
<td>Develop data entry standards before user training begins</td>
</tr>
</tbody>
</table>

## Required Staff

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Required Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer</th>
<th>Required Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project team</td>
</tr>
</tbody>
</table>
Develop Data Entry Standards

Task Description
Customer is responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the kickoff meeting, Spillman will provide and explain sample data entry standards as a starting point for Customer. Customer will need to revise the sample standards to meet its specific needs. Once standards have been established, Customer will be expected to formalize the policy as standard operating procedure for data entry tasks. Spillman will incorporate the data entry standards into end user training. Therefore, Customer must complete this task prior to end user training. Spillman is not responsible for project delays due to Customer not completing this task in a timely manner.

Deliverables
- Spillman-supplied sample data entry standard
- Final, Customer-defined data entry standards

Completion Criteria
This task will be complete after Customer develops formal data entry standards that Spillman can incorporate into end user training.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>• Provide sample data entry standards</td>
<td>• Revise sample standards form to meet Customer’s needs</td>
</tr>
<tr>
<td>• Explain data entry standards</td>
<td>• Create formal policies and standard operating procedures to guide data entry tasks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Required Staff</th>
<th>Required Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Project manager</td>
<td>• Project team</td>
</tr>
<tr>
<td>• Account trainer</td>
<td></td>
</tr>
</tbody>
</table>
# Conduct First Onsite Map Training

## Task Description
Customer must prepare its GIS data for the Spillman geofile and then build the Spillman geofile database. Prior to Spillman arriving onsite for this task, Customer will collect current map data for assessment. Spillman will send Customer a document to guide Customer in the collection of this data. At Customer’s location, a Spillman GIS trainer will assess the current map data and provide feedback on ways to improve the quality of the data for use in the Spillman geofile.

During this time, Spillman’s GIS trainer will also instruct Customer’s personnel responsible for building the geofile on how to build and update the maps for use in the Spillman applications. After training, Customer is responsible for building the geofile. Spillman will remotely provide additional assistance, as needed.

## Deliverables
- Map data collection guide
- GIS modification recommendations
- One to three days of onsite map training (per the Agreement)
- Remote assistance as needed

## Prerequisites
- Existing customer map files

## Completion Criteria
This task will be complete after Spillman concludes the onsite map build training.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>• Provide map data collection guide</td>
<td>• Collect current available map data</td>
</tr>
<tr>
<td>• Assess current map data</td>
<td>• Attend map training</td>
</tr>
<tr>
<td>• Provide feedback on ways to improve quality of map data</td>
<td>• Build geofile per Spillman’s specifications</td>
</tr>
<tr>
<td>• Provide map build training</td>
<td></td>
</tr>
<tr>
<td>• Provide remote assistance during Customer’s map build activities</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Required Staff</strong></th>
<th><strong>Required Staff</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Trainer (GIS)</td>
<td>• System Administrator</td>
</tr>
<tr>
<td></td>
<td>• GIS Department</td>
</tr>
</tbody>
</table>
**Install and Configure Hardware and Operating System**

**Task Description**
After Customer receives the server hardware, Spillman’s systems engineer will install the server at Customer site, and install and configure the operating system. The systems engineer will also help Customer configure the GIS server to accommodate Esri® Network Analyst, which is necessary if Customer wants routing and closest unit dispatching capabilities.

**Deliverables**
- Servers installed and configured

**Prerequisites**
- Addresses for servers and VPN identified
- Server location, equipment, and supply of power provided

**Completion Criteria**
This task will be complete when Spillman has installed and configured the Windows server and operating system, conducted initial tests of the equipment, corrected any material problems or deficiencies, and established connectivity to Spillman headquarters.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>• Install Windows or UNIX server and operating system at Customer site</td>
<td>• Facilitate installation of Windows or UNIX server</td>
</tr>
<tr>
<td>• Configure database storage space allocation</td>
<td>• Set up disaster recovery solution</td>
</tr>
<tr>
<td>• Guide Customer through network configuration</td>
<td>• Configure network</td>
</tr>
<tr>
<td>• Conduct initial tests of the equipment and correct any problems or deficiencies</td>
<td>• Assist with establishing connectivity to Spillman headquarters</td>
</tr>
<tr>
<td>• Establish connectivity to Spillman headquarters</td>
<td></td>
</tr>
</tbody>
</table>

**Required Staff**
- Project manager
- Systems engineer

**Required Staff**
- System administrator
- IT department
## Install Core Spillman Application

### Task Description
After installing the servers and configuring the operating system and database storage, Spillman’s systems engineer will install the core Spillman application and the Spillman side of interfaces. The systems engineer will configure the database environments and create the initial administrative user accounts.

Spillman will provide Customer with Mobile and Spillman client applications. Customer is responsible for installing the client application on the mobile and desktop computers.

### Deliverables
- Installation of Spillman applications, as specified in the Agreement
- Installation of Spillman components of external interfaces
- Installation of Spillman Mobile client application

### Prerequisites
- Hardware installed

### Completion Criteria
This task will be complete when Spillman has installed the core Spillman applications, created the training user accounts and administrative accounts, initiated the installation of external interfaces, and performed the tests required for end user training and Go-live.

### Spillman vs. Customer

<table>
<thead>
<tr>
<th>Responsibilities</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Install core Spillman applications</td>
<td>- Install Spillman client application on PCs</td>
</tr>
<tr>
<td>- Configure databases (live and training)</td>
<td>- Install Spillman Mobile client application on mobile computers</td>
</tr>
<tr>
<td>- Create administrative user accounts</td>
<td>- Initiate installation of external interfaces</td>
</tr>
<tr>
<td>- Create training user accounts</td>
<td></td>
</tr>
<tr>
<td>- Initiate installation of external interfaces</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Required Staff</th>
<th>Required Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Systems engineer</td>
<td>- IT personnel</td>
</tr>
<tr>
<td></td>
<td>- System administrator</td>
</tr>
</tbody>
</table>
Configure StateLink/NCIC, LiveScan and Other External Interfaces

Task Description
Spillman installs the NCIC and other interfaces with configuration parameters set to default values. While most external interfaces require only configuration prior to execution, these interfaces require additional technical and administrative steps for operability.

Spillman will install the State Link and Mobile StateLink NCIC interface. Customer, however, is responsible for obtaining a state connection and obtaining state user and terminal ORIs. Should Customer require assistance, Spillman can help with the process. Together, Spillman and Customer will enter the ORI and terminal information and test the connection.

Spillman will also install and test all other external interfaces specified in the Agreement. The development process for other interfaces will include programming, testing, and demonstrating to Customer the successful completion of all included interfaces and software modifications, as set forth in the Agreement.

Deliverables
- Installation, configuration, and testing of StateLink and Mobile State Link StateLink/NCIC, and LiveScan interfaces

Prerequisites
- Methods of connectivity defined
- Contact information for all third party vendors

Completion Criteria
This task will be complete when Spillman and Customer have tested the StateLink and Mobile StateLink/NCIC, LiveScan interface, and other external interfaces included in the Agreement and they are installed and working correctly in all material respects.
## Configure StateLink/NCIC, LiveScan and Other External Interfaces

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>- StateLink Interface</td>
<td></td>
</tr>
<tr>
<td>- Install StateLink/NCIC interface</td>
<td></td>
</tr>
<tr>
<td>- Work with Customer to enter ORI and terminal information</td>
<td></td>
</tr>
<tr>
<td>- Test StateLink/NCIC interface</td>
<td></td>
</tr>
<tr>
<td>- Other External Interfaces</td>
<td></td>
</tr>
<tr>
<td>- Serve as prime contractor to develop interfaces</td>
<td></td>
</tr>
<tr>
<td>- Test and successfully demonstrate completion to Customer</td>
<td></td>
</tr>
<tr>
<td>- Update interface and system Documentation, as necessary</td>
<td></td>
</tr>
<tr>
<td>- Project manager</td>
<td></td>
</tr>
<tr>
<td>- Systems engineer</td>
<td></td>
</tr>
<tr>
<td>- Development (programmers)</td>
<td>- IT department</td>
</tr>
<tr>
<td></td>
<td>- Any applicable third party vendors</td>
</tr>
<tr>
<td></td>
<td>- System administrator</td>
</tr>
</tbody>
</table>
**Conduct Project Team Training**

**Task Description**
Spillman will conduct a three-day training course for Customer’s project team. Part of this training includes an overview of the purchased application. During the overview, Spillman will demonstrate the functionality of the various modules. Should Spillman and Customer discover any discrepancies between the demonstrated product and Spillman’s proposal, they will mutually agree on the reason for the discrepancy and develop a plan of action to resolve the discrepancy. Spillman will resolve the discrepancy if possible. If an immediate resolution is not possible, Spillman and Customer will agree on, and document, an alternative plan of action (i.e., a workaround by Customer or a Spillman product enhancement in a future release).

**Deliverables**
- Project team training

**Prerequisites**
- Server installation complete
- Training room set up with server connectivity

**Completion Criteria**
This task will be complete when the parties have agreed upon the Acceptance Documents.

---

**Spillman** | **Customer**
---|---
**Responsibilities**
- Project team training (system overview)
- Demonstrate Spillman application
- 

**Responsibilities**
- Provide appropriately equipped location for training
- Ensure appropriate personnel attend project team training per the training plan

**Required Staff**
- Project manager
- Trainer

**Required Staff**
- Project team
- Trainer
Conduct System Administration Training

Task Description
Spillman will conduct the following system administration training courses:

- Specialist Spillman application administration (3 days)
- Module-specific training, as appropriate

System administration training includes training in how to set up, enter, and administer the operational and administrative code tables. Following training, Customer will be responsible for entering the code tables. Customer must enter data into the code tables before user training begins. Spillman will also provide training on setting up users and groups including the granting of system privileges.

Additionally, by this time, Customer should have a good draft of its data entry standards. During this training, Spillman will work with Customer to review and finalize the data entry standards. Following training, Customer will be responsible for formalizing policies regarding the data entry standards. This task must be complete before user training begins.

Deliverables
- System administration training

Prerequisites
- Spillman application installation
- Project team training
- Customer completion of data entry standards

Completion Criteria
This task will be complete when Spillman has provided the system administration training.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>System administrator training</td>
<td>Provide properly equipped location for training</td>
</tr>
<tr>
<td>Module administration training</td>
<td>Ensure appropriate personnel attend training</td>
</tr>
<tr>
<td>Code table setup training</td>
<td>Finalize data entry standards</td>
</tr>
<tr>
<td></td>
<td>Enter code tables</td>
</tr>
<tr>
<td><strong>Required Staff</strong></td>
<td><strong>Required Staff</strong></td>
</tr>
<tr>
<td>Trainer</td>
<td>Project manager (as needed)</td>
</tr>
<tr>
<td></td>
<td>Project team</td>
</tr>
<tr>
<td></td>
<td>System administrator</td>
</tr>
<tr>
<td>Conduct System Administration Training</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------</td>
<td></td>
</tr>
<tr>
<td>• IT personnel</td>
<td></td>
</tr>
<tr>
<td>• Department managers (as needed for code tables decisions)</td>
<td></td>
</tr>
</tbody>
</table>
Conduct Module Functional Testing

Task Description
At Customer location, Spillman and Customer will conduct functional tests on the installed system. Spillman will provide Customer with its standard functional tests for each Spillman application module. Should it desire to do so, Customer can develop additional, mutually agreeable tests and scenarios.

With Spillman’s assistance, Customer will conduct functional tests to verify that commands work as intended within mutually developed test scenarios.

In the process of testing the requirements, Customer will also test specific commands to determine whether the command executes the intended function, the command generates the appropriate acknowledgement message, information transfers correctly, and the commands generate the appropriate error messages when input incorrectly.

During module testing, Spillman and Customer will track whether requirements pass or fail a test, classifying requirements that test as a “Failure.” If a material Failure is identified, it will be documented and Spillman will begin work to correct the Failure. Once a correction is established, Spillman and Customer will conduct additional testing of that requirement to verify it passes the test.

Deliverables
- Spillman standard functional tests

Prerequisites
- Spillman application installation
- System Administration training

Completion Criteria
This task will be complete when the Spillman application operates in all material respects according to Spillman Documentation, and Spillman either has remedied all material Failures or has provided a mutually acceptable written explanation of when it will correct the Failures.
<table>
<thead>
<tr>
<th><strong>Conduct Module Functional Testing</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Spillman</strong></td>
<td><strong>Customer</strong></td>
</tr>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>• Provide standard functional tests</td>
<td>• Review standard Spillman functional tests</td>
</tr>
<tr>
<td>• Work with Customer to review and</td>
<td>• Create additional tests and scenarios, if desired</td>
</tr>
<tr>
<td>agree upon additional tests and</td>
<td>• Conduct functional testing with</td>
</tr>
<tr>
<td>scenarios if desired</td>
<td>Spillman and track results</td>
</tr>
<tr>
<td>• Conduct module testing with</td>
<td>• Re-test any corrections made by</td>
</tr>
<tr>
<td>Customer and track results</td>
<td>Spillman</td>
</tr>
<tr>
<td>• Correct any failures</td>
<td></td>
</tr>
<tr>
<td><strong>Required Staff</strong></td>
<td><strong>Required Staff</strong></td>
</tr>
<tr>
<td>• Project manager</td>
<td>• Project manager</td>
</tr>
<tr>
<td>• Trainer</td>
<td>• Project team</td>
</tr>
<tr>
<td></td>
<td>• End users (as needed)</td>
</tr>
</tbody>
</table>
Install UCR/IBR

Task Description
Spillman will install its UCR/IBR module and configure it to be compliant with state standards. Spillman will then conduct setup training with Customer. After Go-live, Customer will begin submitting UCR/IBR reports. During this period, Customer will promptly submit material application or configuration errors and problems to Spillman for correction.

Deliverables
- Spillman UCR/IBR compliance

Prerequisites
- Spillman application installation
- System administration training

Completion Criteria
This task will be complete when Spillman has conducted the UCR/IBR setup training and has demonstrated that the application is able to create UCR/IBR reports.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>Install UCR/IBR</td>
<td>Attend setup training</td>
</tr>
<tr>
<td>Conduct setup training</td>
<td>Test submission process</td>
</tr>
<tr>
<td>Test submission process</td>
<td></td>
</tr>
<tr>
<td><strong>Required Staff</strong></td>
<td><strong>Required Staff</strong></td>
</tr>
<tr>
<td>Systems engineer</td>
<td>System administrator</td>
</tr>
<tr>
<td>Trainer</td>
<td>End users</td>
</tr>
</tbody>
</table>
Task Description
Spillman GIS trainers will conduct a follow up onsite training session to review the geofile map build and direct the necessary GIS modifications. These trainers will identify areas where the maps could be improved and assist Customer with any issues or problems it is experiencing.

Prior to Go-live, Spillman will conduct a final onsite training session to assist Customer in loading the map into the Spillman application.

Deliverables
- Onsite follow up map training
- Final onsite map load training

Prerequisites
- Spillman application installation
- System administration training
- Significant progress on Customer map build

Completion Criteria
This task will be complete when the final map build has been loaded into the Spillman application.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>- Provide onsite map build assistance to Customer</td>
<td>- Map build and GIS modifications</td>
</tr>
<tr>
<td>- Assist with final map load</td>
<td>- Perform final map load</td>
</tr>
<tr>
<td><strong>Required Staff</strong></td>
<td><strong>Required Staff</strong></td>
</tr>
<tr>
<td>- Trainer (GIS)</td>
<td>- GIS department</td>
</tr>
<tr>
<td></td>
<td>- System administrator</td>
</tr>
</tbody>
</table>
Conduct End User Training

Task Description
Spillman will conduct end user training.

Deliverables
- End user training

Prerequisites
- Functional testing completed
- Interfaces installed and configured

Completion Criteria
This task will be complete when Spillman has provided all end user training.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>- Provide end user training</td>
<td>- Provide training facilities and equipment</td>
</tr>
<tr>
<td></td>
<td>- Ensure appropriate personnel attend each training class</td>
</tr>
<tr>
<td><strong>Required Staff</strong></td>
<td><strong>Required Staff</strong></td>
</tr>
<tr>
<td>- Trainers</td>
<td>- All employees (end users)</td>
</tr>
</tbody>
</table>
Mock Go Live

Task Description
The Spillman Project Manager and Spillman Account Trainer will be onsite to assist the Customer in conducting a Mock Go Live for testing purposes.

Spillman will assist Customer personnel with the initial database entry and functional testing, providing guidance and training as needed in the same manner as will be conducted during actual Cutover to Live Operations. Spillman and Customer will identify and troubleshoot database or application problems that may occur and initiate corrective action to resolve any issues encountered during the Mock Go Live.

Following Mock Go Live Operations Spillman’s project manager and account trainer, working with Customer’s system administrators, project team, and other “supervisory users” shall make the decision as to whether the system is ready for Cutover to Live Operations.

Deliverables
- Account Trainer and Project Manager onsite for Mock Go Live

Prerequisites
- Completion of all previous tasks

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsibilities</strong></td>
<td><strong>Responsibilities</strong></td>
</tr>
<tr>
<td>• Facilitate Mock Go Live Operations</td>
<td>• Ensure appropriate personnel attend Mock Go Live</td>
</tr>
<tr>
<td>• Assist with initial database entry and functional testing</td>
<td>• Work with Spillman Account Trainer and Project Manager to conduct functional testing</td>
</tr>
<tr>
<td>• Observe operations and troubleshoot database and application problems</td>
<td>• Relay issues and concerns to Spillman</td>
</tr>
<tr>
<td>• Make minor modifications as needed</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Required Staff</th>
<th>Required Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Project manager</td>
<td>• Project manager</td>
</tr>
<tr>
<td>• Account Trainer</td>
<td>• Systems Administrator</td>
</tr>
<tr>
<td></td>
<td>• Supervisory Users</td>
</tr>
</tbody>
</table>
Cutover to Live Operation and Final Acceptance Test Period

Task Description
Spillman trainers will be onsite to assist Customer with initial cutover to live operation (Go-live).

On the day of cutover to live operation, Spillman will facilitate a Go-live kickoff meeting to ensure that all tasks are completed and involved Customer personnel are prepared for their roles during and post-cutover.

After cutover, Spillman’s trainers will assist Customer personnel with the initial live database entry, providing guidance and training as needed. The trainers will troubleshoot live database problems that may occur and make minor configuration modifications as Customer makes initial database entries and enacts entire work processes in the live environment.

Spillman’s trainers will hold meetings at the beginning and end of each workday to discuss concerns and issues that arise.

Customer’s system administrators, project team, and other “supervisory users” shall also be present to provide guidance to Customer personnel who need additional assistance. Customer personnel are free to ask questions. The system administrators, project team, and other supervisory users should report issues and concerns they encounter to Spillman’s trainers and project manager, who will incorporate the issues and concerns into daily meetings and one-on-one training.

Upon cutover to live operations the 30 day Final Acceptance Test Period will commence and be conducted as outlined in Exhibit B (Testing and Acceptance Procedures).

Deliverables
• Trainers onsite for Go-live

Prerequisites
• Completion of all previous tasks

Completion Criteria
This task will be complete once live operation of the entire System has commenced, the 30 day Final Acceptance Period is concluded, and the other tasks described above have been completed.

<table>
<thead>
<tr>
<th>Spillman</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsibilities</td>
<td>Responsibilities</td>
</tr>
<tr>
<td>• Facilitate Go-live kickoff meeting (first day of Go-live)</td>
<td>• Ensure appropriate personnel attend Go-live kickoff meeting</td>
</tr>
<tr>
<td>• Assist with initial live database entry</td>
<td>• Provide guidance to individuals who need extra assistance</td>
</tr>
<tr>
<td>• Observe operations and troubleshoot</td>
<td></td>
</tr>
</tbody>
</table>
### Section 1: Spillman Software

<table>
<thead>
<tr>
<th>Description</th>
<th>Est. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integrated Hub</td>
<td>100,982</td>
</tr>
<tr>
<td>Records Solution Total</td>
<td>252,382</td>
</tr>
<tr>
<td>Civil Process</td>
<td>14,624</td>
</tr>
<tr>
<td>Law Records</td>
<td>58,490</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>14,624</td>
</tr>
<tr>
<td>Personnel Management</td>
<td>17,554</td>
</tr>
<tr>
<td>Pin Mapping</td>
<td>17,934</td>
</tr>
<tr>
<td>Traffic Information</td>
<td>17,554</td>
</tr>
<tr>
<td>CompStat Dashboard</td>
<td>63,800</td>
</tr>
<tr>
<td>Imaging</td>
<td>29,248</td>
</tr>
<tr>
<td>Insight</td>
<td>18,554</td>
</tr>
<tr>
<td><strong>Mobile Solution Total</strong></td>
<td>164,896</td>
</tr>
<tr>
<td>Drivers License Scanning Interface (86 licenses)</td>
<td>41,224</td>
</tr>
<tr>
<td>Mobile Law &amp; Field Interview Forms (86 licenses)</td>
<td>41,224</td>
</tr>
<tr>
<td>Mobile Records (86 licenses)</td>
<td>41,224</td>
</tr>
<tr>
<td>Mobile State &amp; National Queries (86 licenses)</td>
<td>41,224</td>
</tr>
<tr>
<td><strong>Jail Management Solution Total</strong></td>
<td>58,490</td>
</tr>
<tr>
<td>Jail Management</td>
<td>58,490</td>
</tr>
<tr>
<td><strong>Standard Interfaces Total</strong></td>
<td>94,562</td>
</tr>
<tr>
<td>LiveScan Fingerprinting Interface</td>
<td>26,084</td>
</tr>
<tr>
<td>VINE Interface</td>
<td>5,284</td>
</tr>
<tr>
<td>Data Warehouse Interface (LinX)</td>
<td>8,780</td>
</tr>
<tr>
<td>XML Citation Interface (Sectx)</td>
<td>17,554</td>
</tr>
<tr>
<td>StateLink (WASIC/NCIC)</td>
<td>36,860</td>
</tr>
</tbody>
</table>

**Spillman Software Total:** $671,312

### Section 2: Spillman Professional Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Est. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td>173,040</td>
</tr>
<tr>
<td>Project Management</td>
<td>17,300</td>
</tr>
<tr>
<td>Training</td>
<td>27,100</td>
</tr>
<tr>
<td>Travel</td>
<td>77,390</td>
</tr>
<tr>
<td>Installation</td>
<td>19,250</td>
</tr>
<tr>
<td>Testing and Acceptance Procedures (8 Additional Trips)</td>
<td>32,000</td>
</tr>
</tbody>
</table>

**Services Total:** $173,040

Spillman anticipates the following number of hours and trips for Professional Services:

<table>
<thead>
<tr>
<th>Description</th>
<th>Est. Hours</th>
<th>Est. On-site</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>538 hrs</td>
<td>4 trips</td>
</tr>
<tr>
<td>Installation Services</td>
<td>385 hrs</td>
<td>2 trips</td>
</tr>
<tr>
<td>Product Training</td>
<td>542 hrs</td>
<td>25 trips</td>
</tr>
<tr>
<td>Testing and Acceptance Procedures</td>
<td>192 hrs</td>
<td>8 trips</td>
</tr>
</tbody>
</table>

### Section 3: Custom Interfaces

Pricing for the following custom interfaces are based on the Statement of Work as described in Exhibit F.

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Maintenance</th>
<th>Est. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online Crime Reporting Interface</td>
<td>4,384</td>
<td>34,500</td>
</tr>
<tr>
<td>CAD to RMS (PRC CAD to Spillman RMS)</td>
<td>3,578</td>
<td>28,200</td>
</tr>
<tr>
<td>Court Interface (Subpoenas dump into Spillman)</td>
<td>4,384</td>
<td>34,500</td>
</tr>
</tbody>
</table>

**Custom Interfaces Total Estimation:** $97,200
Section 4: Annual Maintenance

Annual maintenance for year 1 is included in the Purchase Price of this Agreement. Years 2-6 maintenance are listed below and encompass the pre-paid maintenance total that is included in Section 6: Payment Terms. Year 7 maintenance equals $0.00, per agreed upon negotiations

PLEASE NOTE THAT MAINTENANCE FOR THE CUSTOM INTERFACES IS INCLUDED WITH THE PRE-PAID MAINTENANCE NUMBERS BELOW.

<table>
<thead>
<tr>
<th>Description</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>Included</td>
</tr>
<tr>
<td>Year 2</td>
<td>129,247</td>
</tr>
<tr>
<td>Year 3</td>
<td>129,247</td>
</tr>
<tr>
<td>Year 4</td>
<td>129,247</td>
</tr>
<tr>
<td>Year 5</td>
<td>133,124</td>
</tr>
<tr>
<td>Year 6</td>
<td>133,124</td>
</tr>
<tr>
<td>Year 7</td>
<td>-</td>
</tr>
</tbody>
</table>

Total Pre-paid Maintenance: $653,989

Year 8 maintenance is provided here as reference information only. Year 8 Maintenance will begin in 2021

<table>
<thead>
<tr>
<th>Description</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 8 Estimated Support and Maintenance</td>
<td>137,118</td>
</tr>
</tbody>
</table>

Purchase Price $941,552
Pre-paid Maintenance $653,989
Tax $123,758
Total Purchase Price (with tax) $1,719,299

Section 5: Payment Terms

All invoices are payable within thirty (30) days of the date of the invoice and an official sign off by Whatcom County of the applicable payment milestone. Official sign off and payment will not be unreasonably withheld. This is a fixed price contract with payments by milestone as identified below.

<table>
<thead>
<tr>
<th>Implementation Milestones</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of Pre Implementation Meeting</td>
<td>68,772</td>
</tr>
<tr>
<td>Spillman core modules Installation</td>
<td>326,667</td>
</tr>
<tr>
<td>Completion of StateLink Installation</td>
<td>44,674</td>
</tr>
<tr>
<td>Completion of Project Team Training</td>
<td>120,816</td>
</tr>
<tr>
<td>Completion of Functional Testing</td>
<td>85,965</td>
</tr>
<tr>
<td>End-users Training Completed</td>
<td>120,816</td>
</tr>
<tr>
<td>Mock Go-live</td>
<td>68,772</td>
</tr>
<tr>
<td>Go-live</td>
<td>171,930</td>
</tr>
<tr>
<td>Upon Final Acceptance (30 days after Go-live) – 1st maintenance installment with tax</td>
<td>421,474</td>
</tr>
<tr>
<td>2nd Maintenance Installment Due on 1/1/18 (2nd installment pre-pays maintenance until the end of 2020)</td>
<td>289,413</td>
</tr>
<tr>
<td>Total</td>
<td>$1,719,299</td>
</tr>
</tbody>
</table>

CONFIDENTIAL AND PROPRIETARY INFORMATION OF SPILLMAN
(c) 2005 Spillman Technologies, Inc. All rights reserved.
Exhibit F
WHATCOM Custom Interfaces
Statements of Work

Compu Tech to Spillman Interface

Description

CompuTech will initiate a connection to Spillman and send Superior Court subpoenas which will load into the Spillman Civil Process tables.

Requirements

- Connection – It is unknown what connection method CompuTech will use to send the subpoena information to Spillman. However, it is anticipated that it will likely be one of the following methods: file drop (ftp or network), tcp/ip, or web service. Any of those are compatible with the Spillman API.
- Format – The format of the data exchange from CompuTech is unknown, however, it is anticipated that it will likely be either ASCII text with delimiters or XML. Both are supported with the Spillman API.
- Data Transmitted – The data that CompuTech will send to Spillman is subpoena’s related to cases in the Spillman system for which the law enforcement agency using Spillman are responsible to serve.
- Spillman Version Requirements – Spillman Sentryx 6.1 +

Recommended Process

It is unknown the interaction of the users to the two systems in terms of creating the subpoenas sending them to law enforcement and serving them to the public via mail or personal delivery. More understanding will need to be clarified in this regard. However, it does not affect the requirements of the interface.

Deliverables

- Interface Software – CompuTech to Spillman Interface as described in the requirements section.
- Installation Services – Spillman will install the Interface and have it performing as described in the Interface requirements.
- BETA Testing – After installation, Spillman will test and monitor the interface for a period of time fixing any bugs and adjusting any configurations to ensure the interface is running according to requirements.
- Support Services – After the interface is installed and both customer and Spillman agree that the interface is running according to requirements, the interface will be released to General Spillman Support.
Exhibit F
WHATCOM Custom Interfaces
Statements of Work

Online Crime Reporting Interface

Description
Whatcom County Sheriff supports an Online Crime Reporting web page that allows public citizens to report a crime online. This interface will create incident records in Spillman RMS from the Online Incident Reports.

Requirements
- Connection – It is unknown what connection method will be used to send the incident reports to Spillman. However, it is anticipated that it will likely be one of the following methods: file drop (ftp or network), tcp/ip, or web service. Any of those are compatible with the Spillman API.
- Format – The format of the data exchange from Online Crime Reporting is unknown, however, it is anticipated that it will likely be XML which is supported by the Spillman API.
- Data Transmitted – The data that Online Crime Reporting will send to Spillman are law incidents created and reported by the public on the Online Crime Reporting web page.
- Spillman Version Requirements – Spillman Sentryx 6.1 +

Recommended Process
The public user enters a crime/incident report from www.whatcomcounty.us/reportcrime/. It is unknown if there is an approval process in place at the Sheriff’s Office, but eventually the approved online reports are sent to Spillman. Spillman loads the reports into their Law Incident tables for law enforcement follow up.

Deliverables
- Interface Software – Online Crime Reporting Interface as described in the requirements section.
- Installation Services – Spillman will install the Interface and have it performing as described in the Interface requirements.
- BETA Testing – After installation, Spillman will test and monitor the interface for a period of time fixing any bugs and adjusting any configurations to ensure the interface is running according to requirements.
- Support Services – After the interface is installed and both customer and Spillman agree that the interface is running according to requirements, the interface will be released to General Spillman Support.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFORS 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
Diversified Insurance Group
136 E. South Temple Street
Suite 2300
Salt Lake City UT 84111

INSURED
Spillman Technologies, Inc.
4625 West Lake Park Blvd.
Salt Lake City UT 84120

CONTACT NAME: Sandi Roundy
PHONE: (801) 325-5000
FAX: (801) 532-2804
E-MAIL: sroundy@diversifiedinsurance.com

INSURER A: Charter Oak Fire Insurance Co 25615
INSURER B: Travelers Indemnity of America 25666
INSURER C: Travelers Property Casualty Co 25674
INSURER D: Travelers Property Casualty 36161

COVERAGES CERTIFICATE NUMBER All Lines 2012 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>TYPE OF INSURANCE</th>
<th>ADDL. SUBRIS.</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF.</th>
<th>POLICY EXP.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td></td>
<td>G300541P35ATIA12</td>
<td>10/18/2012</td>
<td>10/18/2013</td>
</tr>
<tr>
<td>ANY AUTO</td>
<td></td>
<td>BA0541P35ATSC</td>
<td>10/18/2012</td>
<td>10/18/2013</td>
</tr>
<tr>
<td>UMBRELLA</td>
<td></td>
<td>CUP0541P35ATII12</td>
<td>10/18/2012</td>
<td>10/18/2013</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is an additional insured with respects to General Liability per written contract for operations of the named insured.

CERTIFICATE HOLDER

Whatcom County, WA

CANCELATION

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

John Campos/SR
### WHATCOM COUNTY COUNCIL AGENDA BILL

**NO.** 2013-086

<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: JPK</td>
<td>[JPK]</td>
<td>1/30/13</td>
<td></td>
<td>2/12/2013</td>
<td>Finance / Council</td>
</tr>
<tr>
<td>Division Head: JPR</td>
<td>[JPR]</td>
<td>1/30/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head: FMA</td>
<td>[FMA]</td>
<td>1/31/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor: DG</td>
<td>[DG]</td>
<td>01/30/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/budget: BB</td>
<td>[BB]</td>
<td>2/1/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive: JL</td>
<td>[JL]</td>
<td>2/1/13</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Contract for Services Award for “2013 Temporary Traffic Control Services”, Bid #13-07

**ATTACHMENTS:**

1. Memo
2. Approval for Contract Award endorsed by Executive
3. Project Cost Breakdown
4. Bid Tabulation
5. Low Bid Proposal

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

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

This contract provides for on-call temporary traffic control services, for bridge inspections and survey work, associated with all divisions of Public Works through December 31, 2013.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

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

Through: Frank M. Abart, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director
       James P. Karcher, P.E., Engineering Manager

Date: January 30, 2013

Re: 2013 Temporary Traffic Control Services
     Bid #13-07
     Contract for Services Agreement Award

Attached for your review and signature is a Contract for Services Agreement award package for “2013 Temporary Traffic Control Services”. Said package consists of the following: Agenda Bill; Approval of Contract Award endorsed by the Executive; Project Cost Breakdown; Tabulation of all Bids; and the Low Bid Proposal.

Requested Action
Public Works respectfully requests that the County Council authorize the County Executive to enter into a contract for the subject project to the low bidder, Finkbonner Flagging, LLC (dba FM Flagging, LLC), in the amount of $40,310 including all taxes. This recommendation is based on a review of three (3) bids received.

Background and Purpose
This contract provides for on-call temporary traffic control services, for bridge inspections and survey work, associated with all divisions of Public Works through December 31, 2013. Bid proposals for the project opened at 2:30 p.m. on Tuesday, January 29, 2013.

Funding Amount and Source
Whatcom County local funds will fully support the costs of this project. Sufficient capacity exists in the 2013 Budget to cover these services.

Please contact Jim Karcher at extension 50633 if you have any questions or concerns regarding the terms of this agreement.

In accordance with W.C.C. 3.08.230, I concur with this recommendation:

Chris Mohnkern, Sr. Purchasing Coordinator

Date: 1.31.13
2013 Temporary Traffic Control Services

Bid #13-07

APPROVAL FOR CONTRACT AWARD

Approval is hereby granted to award the Contract as follows:

Project: 2013 Temporary Traffic Control Services;
Bid #13-07

To: Finkbonner Flagging, LLC
(dba FM Flagging, LLC)

In the amount of their bid proposal for $40,310 including all taxes.

Whatcom County Executive
Appointing Authority

Daniel L. Gibson
Asst. Chief Civil Deputy Prosecutor

Date

01/30/13

Date
### Project Cost Breakdown

#### 2013 Temporary Traffic Control Services

Bid #13-07

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Whatcom County</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Right of Way</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Contract</td>
<td>$40,310</td>
<td>$40,310</td>
</tr>
<tr>
<td>Construction Engineering, Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and Contingency</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$50,310</strong></td>
<td><strong>$50,310</strong></td>
</tr>
</tbody>
</table>

**Total Funds** (100% Whatcom County) $50,310
BID PROPOSAL FORMS
BID PROPOSAL
FOR

2013 Temporary Traffic Control Services

Date January 29, 2013

TO: Whatcom County Executive and Council
Whatcom County Courthouse
311 Grand Avenue
Bellingham, Washington 98225

Gentlepersons:

This certifies that the Undersigned: has examined the location of the project site and the conditions of work; and has carefully read and thoroughly understands the contract documents entitled: "2013 Temporary Traffic Control Services" Whatcom County, Washington, including the "Bid Procedures and Conditions," "Specifications and Conditions," "Contract Forms," and "Appendices," governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents, and agrees to accept as payment for said work, the schedule of lump sum and unit prices as set forth in the "Bid" below.

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

The Undersigned certifies that it is not currently disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>UNIT MEASURE</th>
<th>ITEM DESCRIPTION</th>
<th>APPROX. QUANTITY</th>
<th>UNIT PRICE IN FIGURES</th>
<th>EXTENDED PRICE IN FIGURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HOUR</td>
<td>TRAFFIC CONTROL SUPERVISOR</td>
<td>240</td>
<td>$46.50 per HOUR</td>
<td>$1,116.00</td>
</tr>
<tr>
<td>2</td>
<td>HOUR</td>
<td>FLAGGERS &amp; SPOTTERS</td>
<td>480</td>
<td>$45.00 per HOUR</td>
<td>$21,600.00</td>
</tr>
<tr>
<td>3</td>
<td>DAY</td>
<td>TRAFFIC CONTROL VEHICLES</td>
<td>30</td>
<td>$55.00 per DAY</td>
<td>$1,650.00</td>
</tr>
<tr>
<td>4</td>
<td>DAY</td>
<td>TRAFFIC CONTROL DEVICES &amp; SIGNS</td>
<td>30</td>
<td>$30.00 per DAY</td>
<td>$900.00</td>
</tr>
<tr>
<td>5</td>
<td>DOLLAR</td>
<td>UNANTICIPATED TRAFFIC CONTROL SERVICES (Force Account)</td>
<td>EST</td>
<td>EST</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

TOTAL BID: (Bid Items 1-5) $40,310.00

CL'D 1-29-13
GPE
BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned hereby agrees to pay labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages as specified in the Specifications and Conditions for this project.

CASH □ IN THE AMOUNT OF __________________________

CASHIER'S CHECK DOLLARS ☑ Two Thousand Fifteen dollars and 50/100

CERTIFIED CHECK □ ($ _____________) PAYABLE TO WHATCOM COUNTY

PROPOSAL BOND □ IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) 1, 2, _, & ___

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED) ____________________________ (Seal)

FIRM NAME: FM Flagging LLC

STATE OF WASHINGTON )
COUNTY OF _______ ) ss.

On this 29 day of Jan., 2015, before me personally appeared MARIE FROST, who is personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

__________________________

NOTARY PUBLIC, in and for the State of Washington, residing at: Fife, Washington
My Commission Expires: 10-09-2015

This proposal form is not transferable and any alteration of the firm's name hereinon without prior permission from Whatcom County will be cause for considering the proposal irregular and for subsequent rejection of the bid.

2013 Temporary Traffic Control Services
NON-COLLUSION DECLARATION

2013 Temporary Traffic Control Services

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

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

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

Firm Name: Em Flagging LLC

Address: 4710 Cobble Way
           Ferndale, WA 98248

Telephone: (360) 319-8879

Contractor's WA Registration Number: N/A

Contractor's WA UBI Number: 6093115027

Contractor's WA Employment Security Department Number: 432738007

Contractor's WA Excise Tax Registration Number: 45-2385361

The Firm submitting this proposal is a: __ Sole Proprietorship

                                          ✓ Corporation

                                          Partnership

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

Marie Finke
Owner

Marie Finke

NOTE: Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.
Interlocal Grant Agreement between Whatcom County and Public Utility District No. 1 related to water supply planning.

1. Cover Memo
2. Interlocal Grant Agreement
3. 1/31/13 letter from PUD#1

Interlocal Agreement related to the grant of Economic Development Investment (EDI) funds to the Whatcom County Public Utility District No. 1 related to water supply planning.

Please note attached letter from PUD requesting recall of the proposed interlocal agreement.
MEMORANDUM

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

Through: Frank M. Abart, Director

From: Chris Brueske, P.E., Assistant Director

Date: January 11, 2013

Re: Interlocal Grant Agreement between Whatcom County and Public Utility District No. 1 related to water supply planning

Enclosed for your review and signature are two (2) originals of the Interlocal Grant Agreement between Whatcom County and Public Utility District No. 1 of Whatcom County (PUD) related to water supply planning.

Requested Action
Public Works respectfully requests that the County Council authorize the County Executive to sign the attached Interlocal Agreements.

Background and Purpose
On September 13, 2011 the Whatcom County Council approved an allocation of Economic Development Investment (EDI) funds in the amount of $367,500 toward water supply planning in Whatcom County. Specific tasks included updating the Coordinated Water System Plan related to domestic water use, developing a Water Supply Plan focused on agriculture and industry, convening a Water Users Group to advise the process, and conducting public outreach.

The attached Interlocal Agreements include a Scope of Work which delineates responsibility for the specific tasks to be completed with the EDI funds. The PUD was the applicant for the EDI funds, and during the subsequent development of the scope of work it became apparent that Task 3, Update of the Coordinated Water System Plan, falls under the authority of the State Department of Health and by extension, the Whatcom County Health Department. Therefore, the proposed scope of work specifies Whatcom County as the lead for Task 3.

Funding Amount and Source
The EDI grant approved by the Whatcom County Council totals $367,500. Of this amount, the proposed scope of work allocates $197,500 to the PUD to complete Tasks 1, 2, 4, 5, and 6, and $170,000 to the Whatcom County Health Department to complete Task 3.

Please contact Chris Brueske at extension 50693 if you have any questions or concerns regarding this agreement.
<table>
<thead>
<tr>
<th>Whatcom County Contract No.</th>
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<tr>
<th>Originating Department:</th>
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<tr>
<td>Contract Administrator:</td>
<td>Chris Brueske P.E., Assistant Director</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Public Utility District No. 1 of Whatcom County</td>
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<td>If yes, associated Whatcom County grant contract number(s)</td>
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<td>Is this contract the result of a RFP or Bid process?</td>
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<td>If yes, RFP and Bid number(s)</td>
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| Is this contract excluded from E-Verify? No _ Yes X |
| If no, include Attachment D Contractor Declaration Form |
| If yes, indicate qualified exclusion(s) below: |
| 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 amt and any prior amendments) |
| $197,500 |

| This Amendment Amount: |
| $ |

| Total Amended Amount: |
| $ |

### Scope of Services

This is a grant agreement related to Economic Development Investment (EDI) funds. The PUD will accomplish Tasks 1, 2, 4, 5, and 6 of the attached scope of work related to water supply planning in Whatcom County.

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### Contract Routing Steps & Signoff

1. Prepared by: C. Brueske
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. Reviewed by DCA
10. Council approved (if necessary)
11. Executive signed:
12. Contractor Original
13. Returned to dept: 
14. County Original to Council

[sign or initial] [indicate date transmitted]

Date 12/19/12 [electronic]
Date 2/1/13 [electronic]
Date [electronic] hard copy printed
Date [summary via electronic; hardcopies]

**this form may need to expand to more than one page**
INTERLOCAL GRANT AGREEMENT
BETWEEN WHATCOM COUNTY and PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY for
PUBLIC FACILITY PROJECT FUNDING PURSUANT TO RCW 82.14.370
OBJECTIVE #3 – WRIA 1 JOINT BOARD
LOWER NOOKSACK STRATEGY

I. PARTIES

This Grant Agreement is made by and between Whatcom County (hereinafter referred to as “the County”), and Public Utility District No. 1 of Whatcom County (hereinafter referred to as “the PUD”).

II. TERM

This Grant 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 B(ii), PAYOUT OF GRANT FUNDING, have been made or until terminated as provided for in Section VIII, TERMINATION AND CLOSEOUT.

III. PURPOSE

The purpose of this Grant Agreement is to formalize a commitment whereby the County will allocate to the PUD the sum specified herein for a project to complete and/or have completed five (5) of six (6) tasks of Objective #3 of the WRIA 1 Joint Board Five (5) Objective, five (5) year work plan as defined in the Objective #3 Scope of Work as attached (Attachment A) (hereinafter referred to as “the Project”) using certain County funds designated for such purposes. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment B).

IV. RECITALS

The Parties make this Grant 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 as defined in RCW 82.14.370, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund.
B. The PUD proposes to complete the Project (Tasks 1, 2, 4, 5 and 6) using **$197,500 from the Whatcom County Public Utilities Improvement Fund, designated as a grant**, for the benefit of all Whatcom County residents.

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, 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 County EDI Board has reviewed and recommended this project application be approved with a recommendation of a grant in the total amount of $197,500. A copy of the EDI application for this project is attached by reference to this Agreement.

G. The Whatcom County Council reviewed the recommendation and approved a grant from the Public Utilities Improvement Fund in the amount of $197,500 for this work.

H. The Public Utilities Improvement Fund balance is sufficient to make the requested grant to the PUD to complete the Project (Tasks 1, 2, 4, 5 and 6).

I. Pursuant to the Interlocal Cooperation Act (Chapters 39.34 RCW), the County and the PUD are authorized to exercise their powers jointly and thereby maximize their abilities to provide services and facilities from which will best fulfill common needs.

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 Agreement to govern the County's financial support for the Project. The terms and conditions contained herein reflect the voluntary participation of the parties.
A. PUBLIC UTILITY DISTRICT #1 of WHATCOM COUNTY RESPONSIBILITIES: The PUD hereby agrees as follows:

i. The PUD shall be responsible for oversight of all aspects of managing Tasks 1, 2, 4, 5 and 6 as identified in Section IV above. The PUD will complete or contract with private consultants to complete all five (5) Tasks and work identified and will ensure that all contractors will comply with all applicable laws, rules and regulations relating to the design procurement and construction of those five (5) Project Tasks.

ii. The PUD shall provide the County with periodic informational reports regarding the Project’s status.

iii. The PUD shall provide the County with written evidence of all tasks and work products completion as a condition for receiving the EDI grant funding referenced herein.

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

i. COUNTY GRANT – The County shall issue a grant to the PUD for one hundred ninety seven thousand five hundred dollars and no cents ($197,500.00) for the Project described herein. This grant shall be by County warrant drawn on the Public Utilities Investment Fund and payable to the PUD following the approval of this agreement by Whatcom County and the PUD, and pursuant to the terms contained in (ii), Payout of Grant Funding (below).

ii. PAYOUT OF GRANT FUNDING – The County shall payout the grant funding to the PUD in amount totaling a maximum of one hundred ninety seven thousand five hundred dollars and no cents ($197,500.00). This amount shall be paid in accordance with Attachment A hereto upon receipt by the County of Evidence for completion of work products, identified for tasks 1, 2, 4, 5 and 6 in this Objective 3. Unless the parties to this agreement mutually agree in writing to modify the consideration, this is the maximum amount the County is obligated to pay towards this project. The PUD agrees to protect the County from, and indemnify it for, any charges that may be levied in excess of the agreed amount.
VI. RECORDS, REPORTS AND AUDITS

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

VII. RELATIONSHIP OF PARTIES AND AGENTS

Neither the PUD 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 the employer and employee or principal and agent between the County and the PUD. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided herein.

The PUD 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 the County. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the PUD in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

VIII. TERMINATION AND CLOSEOUT

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

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

B. **TERMINATION FOR OTHER GROUNDS** – This Grant Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting for 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 PUD shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Grant Agreement.

X. **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 PUD 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 PUD is governed by such laws and to the extent required by such laws, the PUD 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, 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 PUD shall state that all qualified applicants will receive consideration for employment without regards 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.
XI. **INTEREST OF MEMBERS OF THE COUNTY AND THE PUD**

No members 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 carryout of the Project shall have any personal financial interest, direct or indirect, with this Grant Agreement.

XII. **HOLD HARMLESS AND INDEMNITY**

To the extent permitted by law, the PUD 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 PUD, its agents, employees, or subcontractors pursuant to this Grant Agreement.

XIII. **ASSIGNABILITY**

The PUD shall not assign any interest in this Grant Agreement and shall not transfer any interest in this Grant Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the PUD from the County under this Grant 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 PUD.

XIV. **NON-WAIVER**

The failure of either party to insist upon strict performance of any provision of this Grant 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 Grant Agreement.

XV. **CONTRACT MODIFICATIONS**

No modification or waiver of any clause or condition of this Grant 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 PUD.

XVI. **SEVERABILITY**

If any portion of this Grant Agreement is changed per mutual agreement or any portion is held invalid, the remainder of this Grant Agreement shall remain in full force and effect.
XVII. **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 THE PUD:**  Mr. Stephan Jilk, General Manager  
PUD #1 of Whatcom County  
1705 Trigg Road  
Ferndale, WA 98248

**TO COUNTY:**  Mr. Brad Bennett, Finance Manager  
c/o Whatcom County Executive’s Office  
311 Grand Avenue, Suite 108  
Bellingham, 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.

XVIII. **INTEGRATION**

This Grant Agreement contains all terms and conditions agreed to by the County and the PUD, and this Grant 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 PUD and the County as to the subjects contained herein. No changes or additions to this Grant Agreement shall be valid or binding upon either party unless such change or addition is in writing, duly authorized and executed by both parties.

XIX. **GOVERNING LAW AND VENUE**

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

XX. **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 PUD have executed this Grant Agreement as of the date and year last written below.

ENTERED INTO this 8th day of January, 2013.

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY

[Signature]
Stephan Jilk
General Manager

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this 8th day of January, 2013, before me personally appeared to Stephan Jilk, to me known to be the General Manager of Public Utility District No. 1 of Whatcom County and who executed the above instrument and who acknowledges to me the act of signing and sealing thereof.

[Signature]
Ann M. Grimm
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.
My commission expires June 7, 2016

WHATCOM COUNTY:

Accepted for Whatcom County:

________________________________________
Jack Louws,
Whatcom County Executive

Approved as to form:

[Signature]
Russell Vates
Prosecuting Attorney

Interlocal Grant Agreement between Whatcom County and the PUD

Page 8 of 9
STATE OF WASHINGTON  )
                        ) ss.
COUNTY OF WHATCOM  )

On this _____ day of ______________________, 2013, before me personally appeared to Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledges to me the act of signing and sealing thereof.

_________________________________
NOTARY PUBLIC in and for the State of
Washington, residing at ______________________
My commission expires ______________________
Interlocal Grant Agreement
Objective No. 3 WRIA 1 Joint Board
Scope of Work – Payout Schedule
Attachment A

Lower Nooksack Strategy
Objective No. 3
Scope of Work

Purpose: Update the Whatcom County Coordinated Water System Plan and Develop Water Supply Plan for Lower Nooksack Basin.

Needs: Accurate and reliable quantification of current and future out-of-stream water needs is necessary to understand when and where future water demand is greater than available supplies and what type of solutions should be targeted to meet those needs. Incorporating this information into relevant land and water use planning documents will inform future development opportunities in the lower Nooksack River sub-basin and help secure water resources for economic and environmental uses, including agriculture and recovery of endangered salmon.

Outcomes of Objective No. 3 include:

1. Update of Whatcom County’s Coordinated Water System Plan (WCCWSP);
2. Developing a “water supply plan” for public water purveyors based on WCCWSP outcomes;
3. Recommend ways to integrate WCCWSP and “water supply plan” into cities and county comprehensive plans as they are developed and to support future investments in agriculture, industrial and domestic water infrastructure.

Leads: An Interlocal Agreement between Whatcom County and Public Utility District No. 1 of Whatcom County will detail the terms and conditions for reimbursement of expenditures made in prosecuting portions of this work as identified by task.

Total Budget Year 1 to Year 5: $367,500 based on calendar year with estimated start of project February 1, 2013 and estimated to end July 30, 2017. Of the total $367,500 budgeted for Objective No. 3 work $170,000 (Task 3) will be allocated to Whatcom County to complete Task 3 and $197,500 will be allocated to the PUD for completion of Tasks 1, 2, 4, 5 and 6.
Work Plan

Task 1  Coordinate Whatcom County “Water Users Group” to serve as an advisory work group to inform work projects in Tasks 2, 3, 4 and 6. Working group should include representatives from all Whatcom County cities, water and sewer districts, water associations, agriculture, large water consuming industries, Whatcom PUD and Port of Bellingham. Provide support to the represented groups as needed to engage the process.

Lead: Whatcom PUD
Timeline: 60 months from beginning of process to completion of Objective No. 3
Budget: $17,500 per year @ 5 years = $87,500 total
Work Product(s): Meeting materials including summaries, agendas, supporting documents. Using written, digital, and web-based communication methods to gather, maintain and distribute input, comments, etc.

Task 2  Coordinate with Whatcom County Staff to obtain and integrate data on current and projected water availability and use for the lower Mainstream Nooksack sub-basin. Data will be developed as an addendum to Water Budget Project (Objective No. 2 – Lower Nooksack Strategy) being completed by Whatcom County.

Lead: Whatcom PUD
Timeline: Completed in 18 months from beginning of process.
Budget: Year 1 and Year 2 @ $10,000 each, Year 3 to Year 5 @ $2,500 each = $25,000 total

Task 3  Update the Whatcom County Coordinated Water System Plan (WCCWSP) in accordance with Washington Department of Health requirements, to be used as the basis for establishing future domestic/potable water needs and planning for secure supply and is consistent with and integrated into 2016 Comprehensive Plan updates. Technical support may be provided to small cities, water districts and Group A and Group B water systems that are updating their water systems plans to integrate into and conform with the WCCWSP update.

Lead: Whatcom County
Timeline: Completed in 18 months from beginning of process.
Whatcom County Coordinated Water System Budget:
Year 1 @ $70,000, Year 2 @ $50,000 = $120,000 total. Allocate a portion of $50,000 for small cities to integrate into comprehensive plan updates.

Water System Plan Assistance/Integration Budget:
Year 1 @ $10,000, Year 2 @ $10,000, Year 3 @ $30,000 = $50,000 total

Total Budget for Task 3: $170,000
Work Product(s): 1) Whatcom County Coordinated Water System Plan Update submitted for approval. 2) Integration of individual water system plans into WCCWSP.
Task 4  Develop work plan, process timeline and milestones for integrating the Coordinated Water System Plan with other out-of-stream water needs in a manner that supports, informs and links to other tasks in this Lower Nooksack Strategy. The work plan will be developed concurrently with initiating the process to update the WCCWSP.

Lead: Whatcom PUD
Timeline: Completed in 6 months from beginning of process.
Budget: $2,500


Task 5  Identify resources and plan to support outreach and public/stakeholders participation in water supply planning and related implementation actions.

Lead: Whatcom PUD
Timeline: Completed in 3 months from beginning of process.
Budget: $2,500

Work Product(s): 1) Outreach plan for government and non-government water purveyors and the best method to provide engagement in a planning process for traditional and non-traditional water purveyors (i.e. agricultural, large industries) and various water user sectors.

Task 6  Complete “water supply plan” with implementation strategy that will establish the local framework needed to address water supply needs extending beyond the WADOH regulatory framework including but not limited to investments in public facilities to convey, interconnect or more efficiently deliver water that is needed and available.

Lead: Whatcom PUD
Timeline: Starting 6 months after beginning of process to completion of Object No. 3.
Budget: Year 1 @ $5,000, Year 2 at $30,000, Year 3 @ $35,000, Year 4 @ $10,000 = $80,000 total

Work Product(s): 1) Strategy and recommendations for actions that integrate out of stream water needs, land use, and economic needs in context with instream flows for a sustainable harvestable surplus of salmon and shellfish.
# Objective No. 3 Budget by Task

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**Note:** Task completion timelines are in terms of years (12 months) from the date(s) work is commenced. This timeline can be used as a general expected work completion and funds expenditure timeline. Dates of issuance of contracts and notice to proceed on these tasks will impact final completion dates.
January 31, 2013

Executive Jack Louws
Whatcom County
311 Grand Avenue, Suite 108
Bellingham, WA 98225

RE: Interlocal Agreement between Whatcom County and Public Utility District No. 1 of Whatcom County to conduct certain tasks under Objective #3 of the Lower Nooksack Strategy

Dear Executive Louws:

Please accept this letter as the Public Utility District No. 1 of Whatcom County’s (PUD) formal request to recall the proposed Interlocal Agreement between the PUD and Whatcom County allowing the PUD to manage certain work tasks on behalf of the County, known as Tasks 1, 3, 4, 5 and 6 of Objective #3 of the Lower Nooksack Strategy. This work was to be funded by allocation of monies from the County’s EDI fund.

Over the last several months members of the Whatcom Community have written and voiced many concerns about this proposal including the use of EDI funds, the appropriateness of the PUD to manage the work, the status of the WRIA1 Planning Unit and the County’s role in WRIA 1, and the County’s Coordinated Water Supply Plan and land use decisions.

The PUD feels that this dialogue is healthy and valuable and can lead to better governance and public participation. The issues of water supply, economic conditions, and land use planning are essential elements of our community and it is vital that elected officials representing our cities and county are informed and decisive about their responsibilities and ultimately their decisions on these matters.

As an active participant in water supply, land use and economic development matters for over 75 years and as a leader in the planning and community dialogue for water supply and water quality issues over the last 20 years, the PUD has one interest in mind — supporting the community in meeting its needs for water.

In 2010, the PUD accepted the WRIA1 Joint Board request to provide management oversight for completion of the designated tasks in Objective #3 of the Joint Board’s Lower Nooksack Strategy. Over several months PUD staff, County staff and other representatives from the Whatcom County agriculture community and the cities in the county developed the specific scope of work and the budget to support the completion of Objective #3. This resulted in the Interlocal Agreement that is now before the County for consideration.

Commissioners: Paul Kenner, Jeff McClure, Mike Murphy • Stephan (Steve) Jilk, General Manager
The PUD is willing to provide the support to the Joint Board and the County in managing this work because the PUD believes, as others on the Joint Board, the agricultural community, and the cities in the county, that this work is vital to the health of our cities, rivers and farms.

However, based on the public comments raised over the last few months, and the discussion among the County Council members on this issue, the PUD feels that it should extract itself from this discussion to allow the Council to deal with the major questions of whether the work needs to be done, the future of the WRIA1 Planning Unit, and the County's responsibility to assure that the work is completed. Once the Council resolves these questions, then it can decide who does the work and how it is to be funded. And, although the PUD willingly accepted and is still willing to manage this work on behalf of the Joint Board and the County, the PUD is first and foremost interested in seeing that the work is completed. The PUD's role should not be "the" issue. The completion of the work should be the issue.

Therefore, the PUD believes that, at this time, the County Council will benefit by removing the PUD from the discussion. The PUD will to continue to play its role in working with others on the many water supply issues it is seeking to help resolve in partnership with local water purveyors, and local and state government agencies.

Thank you,

Stephan Jilka
General Manager
**TITLE OF DOCUMENT:**
Discussion of costs associated with proposed reconveyance of Lake Whatcom trust lands

**ATTACHMENTS:**

<table>
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<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
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<td>SEPA review completed?</td>
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<th>Should Clerk schedule a hearing?</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.)

Discussion of costs associated with proposed reconveyance of Lake Whatcom trust lands

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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<th>Related County Contract #:</th>
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<th>Ordinance or Resolution Number:</th>
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WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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Division Head:

Dept. Head: J.E. "Sam" Ryan

Prosecutor: Karen Frakes

Purchasing/Budget:

Executive: Jack Lowes

TITLIE OF DOCUMENT: Zoning amendment to allow Agricultural Slaughtering Facilities in the Agriculture Zoning District

ATTACHMENTS:

1) Staff memo to Council
2) Proposed Ordinance

SEPA review required? (X) Yes ( ) NO
SEPA review completed? (X) Yes ( ) NO
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 attached memo and exhibits provide information for a discussion to be held on January 29 in the Council Planning and Development Committee. Exhibit A is the exhibit that was provided to the Committee for their January 15th meeting. Exhibit B is the result of motions that were made and approved in the January 15th Committee meeting, and includes an alternative approval criterion 3a for both Permitted Uses and Conditional Uses as it relates to edible rendering and protection from nuisance claims.

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 meeting)
1/15/2013: Amended and held in committee
1/29/2013: Amended. Held in committee for two weeks.

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:

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

TO: Whatcom County Council
FROM: Joshua Fleischmann, Planner
THROUGH: Mark Personius, Long Range Planning Manager
DATE: January 23, 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.

There are 2 exhibits that accompany this memo. Exhibit A is the same exhibit that was provided for the January 15th Planning and Development Committee. Exhibit B includes amendments to Exhibit A as passed through motions at the January 15th Planning and Development Committee. Also included in Exhibit B is an alternative approval criterion 3a for both Permitted Uses and Conditional Uses. This criterion is an attempt to include language from the Right to Farm code section in regards to slaughtering facilities that include edible rendering. For your reference, below I have included the “Nuisance – Disorderly house – Breach of peace” code language as well as the definition of “Good management practices.”

**WCC 14.02.030 Nuisance – Disorderly house – Breach of peace.**
No land-based farm operation, facility or appurtenances thereof, regardless of past or future changes in the surrounding area’s land use or zoning designation, conducted or maintained for commercial purposes, and in a manner consistent with current good management practices, not superseding local, state, or federal regulations shall be or become a nuisance or a disorderly house, as defined in Chapter 9.40 WCC, or a breach of peace, as defined in Chapter 9.44 WCC. (Ord. 93-073 Exh. A).

**WCC 14.02.020 Definitions**
E. “Good management practices” means current, economically feasible, management practices available as defined by the American Society of Agronomy, the United States Department of Agriculture Soil Conservation Service, the Washington State University Cooperative Extension Service in Whatcom County, and other land-based professional or industrial agricultural organizations.
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:
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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.

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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:
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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.
EXHIBIT B

Chapter 20.40 AGRICULTURE (AG) DISTRICT
20.40.050 Permitted Uses 199 Accessory Uses
.056 114 Agricultural slaughtering facilities, which shall be located, designed, and
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use of adjacent property.

(3a) Where an agricultural slaughtering facility, as identified in WCC
20.97.010.2, includes incidental edible rendering, as identified in WCC
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manner consistent with current good management practices, as identified in
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<td>A.</td>
<td>2-6-13</td>
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**TITrLE OF DOCUMENT:**

Proposed amendments to the Whatcom County Comprehensive Plan and Zoning Ordinance that are to be considered for initiation this year.

**ATTACHMENTS:**

1. Cover letter
2. Proposed Resolution Initiating Comprehensive Plan and Zoning Amendments

普通话 materials are on file at the Council office.

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

*SEPA will be completed on those amendments initiated by the Council prior to final Council action.

**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.)

Under the Growth Management Act, the County Council is to consider amendments to the Comprehensive Plan no more frequently than once per year (with certain exceptions). Whatcom County Code 2.160.050 indicates that proposed Comprehensive Plan amendments are to be "initiated" for further review by a majority vote of the County Council. Additionally, Whatcom County Code 20.90.030 allows the Council to initiate zoning amendments. Planning and Development Services is forwarding the proposed amendments so that the Council can determine which items to initiate for further review.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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January 30, 2013

To:       Jack Louws, The Honorable Whatcom County Executive
          The Honorable Whatcom County Council

From:     Matt W. Aamot, Senior Planner
          Through: Mark Personius, Long Range Planning Division Manager

RE:       Proposed Resolution Initiating Comp Plan & Zoning Amendments

Pursuant to state and local law, proposed comprehensive plan and zoning amendments are initiated for further review by the County Council each year. Whatcom County has proposed or received the following applications for consideration in 2013:

- Capital Facility Planning – Special Purpose Districts;
- Capital Facility Planning – Level of service standards for correction facilities;
- Bellingham Development Standards;
- Ferndale Development Standards;
- Repeal the Birch Bay-Blaine Subarea Plan;
- Repeal the Chuckanut-Lake Samish Subarea Plan;
- Repeal the Lynden-Nooksack Valley Subarea Plan;
- Mineral Resource Land (MRL) Policies and Surface Mining Regulations; and
- Six-Year Capital Improvement Program Amendments.

The Council should determine which of the above applications to initiate for further review in 2013. Initiated applications will be submitted for SEPA review, evaluated by the Planning Department, and go to a public hearing before the Planning Commission prior to returning to the County Council for review.

In addition, the following projects initiated for review in previous years are included in the proposed resolution, as review has not been completed:

- Agricultural Strategic Plan Implementation, including parcel reconfiguration and review of the “Rural Study Areas” for possible inclusion in the 100,000 acres of land available for agricultural use under Resolution 2009-040;
- Allow small scale slaughterhouses in the Agriculture zoning district;
- MRL Expansion – North Star Rd.;
- Whatcom County Comprehensive Plan transportation amendments;
- Title 20 Zoning Code amendments (Code Scrub);
- Rural element revisions;
- MRL Expansion - Lummi Island;
- Lake Whatcom Watershed stormwater and land clearing amendments; and
- Offsite wetland mitigation/habitat restoration.

Thank you for your consideration.
RESOLUTION NO. __________

INITIATING COMPREHENSIVE PLAN AND ZONING AMENDMENTS

WHEREAS, the Growth Management Act (RCW 36.70A.130) requires that the County Council may consider amendments to the Whatcom County Comprehensive Plan no more frequently than once per year (with certain exceptions); and

WHEREAS, the provisions of WCC 2.160.050 indicate that Comprehensive Plan amendments are to be “initiated” for review by approval of a resolution by the County Council. WCC 20.90.030 indicates that the Council may also initiate zoning amendments; and

WHEREAS, the Whatcom County Planning and Development Services Department has forwarded a docket of proposed Comprehensive Plan and zoning amendments to the County Council for consideration;

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council hereby initiates for formal review the amendments shown on attached Exhibit A.

APPROVED this _____ day of __________________2013.

ATTEST

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council
Kathy Kershner, Council Chair

APPROVED AS TO FORM:

[Signature]

Civil Deputy Prosecutor

220
## EXHIBIT A

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<th>File Name</th>
<th>Applicant</th>
<th>Description</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLN2013-00001</td>
<td>Capital Facility Planning - Special Purpose Districts</td>
<td>Whatcom County</td>
<td>Review and amend provisions of the Whatcom County Comprehensive Plan relating to capital facilities. Potential amendments include adopting by reference or incorporating information from Mount Baker School District and Fire District 8 capital facility plans.</td>
<td>The Mount Baker School District includes lands in the central and eastern portions of the County, including the Columbia Valley UGA. Fire District 8 includes the western portion of the Bellingham UGA, and other lands to the west including part of the Lummi Reservation.</td>
</tr>
<tr>
<td>PLN2013-00002</td>
<td>Capital Facility Planning – LOS for Correction Facilities</td>
<td>Whatcom County</td>
<td>Review and potentially modify the level of service standards for correction facilities (jails and juvenile detention) in the Capital Facilities Chapter of the Whatcom County Comprehensive Plan.</td>
<td>N/A</td>
</tr>
<tr>
<td>PLN2013-00003</td>
<td>Bellingham Development Standards</td>
<td>Whatcom County</td>
<td>Review and potentially revise the Whatcom County Code to adopt City of Bellingham Development Standards for the Bellingham Urban Growth Area (UGA).</td>
<td>These amendments relate to the Bellingham UGA.</td>
</tr>
<tr>
<td>PLN2013-00004</td>
<td>Ferndale Development Standards</td>
<td>Whatcom County</td>
<td>Review and potentially revise the Whatcom County Code to adopt City of Ferndale Development Standards for the Ferndale UGA.</td>
<td>These amendments relate to the Ferndale UGA.</td>
</tr>
<tr>
<td>PLN2013-00005</td>
<td>Repeal Birch Bay – Blaine Subarea Plan</td>
<td>Whatcom County</td>
<td>Repeal the Birch Bay – Blaine Subarea Plan, which was adopted in 1987, prior to enactment of the Growth Management Act (GMA). The proposal would also amend related provisions in the Whatcom County Comprehensive Plan.</td>
<td>These amendments relate to the Birch Bay-Blaine Subarea.</td>
</tr>
<tr>
<td>File #</td>
<td>File Name</td>
<td>Applicant</td>
<td>Description</td>
<td>Location</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>PLN2013-00006</td>
<td>Repeal Chuckanut-Lake Samish Subarea Plan</td>
<td>Whatcom County</td>
<td>Repeal the Chuckanut-Lake Samish Subarea Plan, which was adopted in 1986, prior to enactment of the GMA. The proposal would also amend related provisions in the Whatcom County Comprehensive Plan.</td>
<td>These amendments relate to the Chuckanut-Lake Samish Subarea.</td>
</tr>
<tr>
<td>PLN2013-00007</td>
<td>Repeal Lynden – Nooksack Valley Subarea Plan</td>
<td>Whatcom County</td>
<td>Repeal the Lynden-Nooksack Valley Subarea Plan, which was adopted in 1986, prior to enactment of the GMA. The proposal would also amend related provisions in the Whatcom County Comprehensive Plan.</td>
<td>These amendments relate to the Lynden-Nooksack Valley Subarea.</td>
</tr>
<tr>
<td>PLN2013-00008</td>
<td>MRL Policies and Surface Mining Regulations</td>
<td>Barbara Brenner &amp; Carl Weimer</td>
<td>Amend the mineral resource land (MRL) policies and MRL designation criteria in the Whatcom County Comprehensive Plan. Amend the Official Whatcom County Zoning Ordinance to change certain surface mining and related uses from an administrative approval use to a conditional use permit that requires a public hearing. Make other changes to the surface mining regulations.</td>
<td>The zoning text amendments apply to the following districts: Rural, Agriculture, Rural Forestry, Commercial Forestry, and Mineral Resource Lands Special District.</td>
</tr>
<tr>
<td>PLN2013-00009</td>
<td>Six-Year CIP Amendments</td>
<td>Whatcom County</td>
<td>Amend the Six-Year Capital Improvement Program for Whatcom County Facilities (Appendix F of the Whatcom County Comprehensive Plan) by adding the following projects: Courthouse - replace exit lighting, Central Plaza Building - replace four gas packs on the roof, Central Plaza building - envelope patch and repaint, and painting throughout County buildings.</td>
<td>The amendments relate to the County Courthouse, Central Plaza building and other County buildings.</td>
</tr>
<tr>
<td>PLN2012-00007</td>
<td>Agricultural Strategic Plan Implementation</td>
<td>Whatcom County</td>
<td>Resolution 2011-023 was approved by the County Council on 7/26/2011 declaring support for the Whatcom County Agricultural Strategic Plan. An immediate priority in this plan is to review the Rural Study Areas as listed in the 2007 Rural Land</td>
<td>Proposal relates to Agricultural and Rural lands</td>
</tr>
<tr>
<td>File #</td>
<td>File Name</td>
<td>Applicant</td>
<td>Description</td>
<td>Location</td>
</tr>
<tr>
<td>---------</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>PLN2012-00008</td>
<td>Small Scale Slaughterhouses</td>
<td>Gabriel Claycamp</td>
<td>Study and make recommendations for possible changes in accordance with Resolution 2009-040 (100,000 acre target), Resolution 2011-023 (the Agricultural Strategic Plan), and RCW 36.70A.170 and .177. Other immediate and short-term priorities in this plan include developing tools that can be incentives for agricultural operators within the priority agricultural areas, including parcel reconfiguration. These activities may lead to proposed changes to the agricultural portions of the Comprehensive Plan and zoning regulations.</td>
<td>Proposal relates to the Agriculture Zoning District</td>
</tr>
<tr>
<td>PLN2012-00009</td>
<td>MRL Expansion - North Star Rd.</td>
<td>Ferndale Ready Mix &amp; Gravel</td>
<td>Amend the Official Whatcom County Zoning Ordinance to allow small scale slaughterhouses in the Agriculture zoning district.</td>
<td>Parcel # 390110 212100; Within the SW ¼ of section 10, T39N, R1E, W.M.</td>
</tr>
<tr>
<td>PLN2012-00010</td>
<td>Comprehensive Plan Chapter 6 - Transportation</td>
<td>Whatcom County</td>
<td>Amend the comprehensive plan designation from Rural to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 19.7 acres on the west side of North Star Rd., south of Brown Rd. The underlying zoning is Rural one dwelling/five acres (R5A).</td>
<td>N/A</td>
</tr>
<tr>
<td>PLN2012-00011</td>
<td>Title 20 Amendments (Code Scrub)</td>
<td>Whatcom County</td>
<td>Review and, as needed, amend portions of the Official Whatcom County Zoning Ordinance (Title 20) to ensure consistency with the Growth Plan and other existing plans and policies.</td>
<td>N/A</td>
</tr>
<tr>
<td>File #</td>
<td>File Name</td>
<td>Applicant</td>
<td>Description</td>
<td>Location</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>PLN2012-00012</td>
<td>Rural Element Update</td>
<td>Whatcom County</td>
<td>Amend the Rural element of the Whatcom County Comprehensive Plan, including provisions relating to limited areas of more intensive rural development, in response to a decision of the Growth Management Hearings Board. Make related amendments to the Official Whatcom County Zoning Ordinance and maps.</td>
<td>Rural Areas</td>
</tr>
<tr>
<td>PLN2011-00009</td>
<td>MRL Expansion - Lummi Rock, LLC</td>
<td>Lummi Rock, LLC</td>
<td>Amend the comprehensive plan designation from Rural Forestry to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 27.5 acres on Lummi Island. The underlying zoning is Rural Forestry.</td>
<td>Parcel # 370124 191084; Within the SW ¼ of section 24, T37N, R1E, W.M.</td>
</tr>
<tr>
<td>PLN2011-00015</td>
<td>Lake Whatcom Watershed Stormwater and Land Clearing Amendments</td>
<td>Whatcom County</td>
<td>Amendments to the Official Whatcom County Zoning Ordinance related to stormwater management, vegetation retention, re-vegetation options, erosion and sediment control, etc. in order to address the Washington State Department of Ecology's Total Maximum Daily Load (TMDL) Findings for Lake Whatcom, the future Water Quality Cleanup Plan, and the 2010-2014 Lake Whatcom Management Program Work Plan tasks.</td>
<td>N/A</td>
</tr>
<tr>
<td>ZON2008-00001</td>
<td>Offsite Wetland Mitigation/Habitat Restoration</td>
<td>KG, LLC</td>
<td>Amend the Official Whatcom County Zoning Ordinance to allow offsite wetland mitigation and habitat restoration as a form of compensatory mitigation in all zoning districts.</td>
<td>N/A</td>
</tr>
</tbody>
</table>
WHATCOM COUNTY COUNCIL AGENDA BILL

TITLE OF DOCUMENT: Adopt a resolution to sell surplus property

ATTACHMENTS: Resolutions & list of property to be declared surplus

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

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

COMMITTEE ACTION: 1/29/2013: Introduced

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.
A RESOLUTION AUTHORIZING THE SALE OF
WHATCOM COUNTY SURPLUS PROPERTY
PURSUANT TO WCC 1.10

WHEREAS, a public hearing was held on, ________________, 2013 to discuss the sale of
Whatcom County property; and

WHEREAS, it was determined to be in the best interest of Whatcom County to sell the property
listed in Exhibit "A" and such property shall be sold by public auction or sealed bid after
February 2013, subsequent to compliance with the notice requirements of WCC 1.10.200; and

NOW THEREFORE BE IT RESOLVED that the property listed in Exhibit "A" be sold at public
auction or sealed bid after February 2013 pursuant to the notice requirements of WCC 1.10.200:
and

BE IT FURTHER RESOLVED that where there is no bid within the advertised terms the County
may withdraw the property from sale, or if the County deems such action to be in the public
interest, reject any or all bids either written or oral, and thereafter negotiate the sale of the
property providing the negotiated price is higher that the highest bid at the public sale and that
the public has notice by advertisement, under Section 1.10.200, and an opportunity to compete,
through mailed bids, for the purchase by offer of a more favorable price

APPROVED this ______________ day of ______________, 2013

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________
Kathy Kershner, Council Chair

ATTEST:

______________________________
Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

______________________________
Civil Deputy Prosecuting Attorney
# GENERAL FUND – SURPLUS EQUIPMENT

<table>
<thead>
<tr>
<th>UNIT</th>
<th>YR</th>
<th>MAKE</th>
<th>MODEL / DESCRIPTION</th>
<th>DEPT</th>
<th>PROPERTY TAG #</th>
<th>COMMENTS</th>
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<tr>
<td>1</td>
<td></td>
<td>Bear</td>
<td>Engine Analyzer #762</td>
<td>ER &amp; R</td>
<td>7732</td>
<td>old technology, no longer useful</td>
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<tr>
<td>1</td>
<td>01</td>
<td>HP</td>
<td>C4266A Printer</td>
<td>Assessor</td>
<td>12533</td>
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<td>94</td>
<td>HP</td>
<td>C2037A Printer</td>
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<td>1</td>
<td>99</td>
<td>Ricoh</td>
<td>206214 Large Format Copier</td>
<td>Public Works</td>
<td>11132</td>
<td>worn out, too costly to repair</td>
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<tr>
<td>1</td>
<td>05</td>
<td>Canon</td>
<td>DR900C Scanner</td>
<td>Public Works</td>
<td>16141</td>
<td>worn out, too costly to repair</td>
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<tr>
<td>1</td>
<td>04</td>
<td>HP</td>
<td>Q1324A Printer</td>
<td>Health</td>
<td>15431</td>
<td>worn out, too costly to repair</td>
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<tr>
<td>1</td>
<td>98</td>
<td>HP</td>
<td>C4119A Printer</td>
<td>Health</td>
<td>1009</td>
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</tr>
<tr>
<td>2</td>
<td>01</td>
<td>Cisco</td>
<td>1720 Routers</td>
<td>IT</td>
<td>11936, 11937</td>
<td>worn out, too costly to repair</td>
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<tr>
<td>1</td>
<td>03</td>
<td>HP</td>
<td>Q2425A Printer</td>
<td>IT</td>
<td>14264</td>
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</tr>
<tr>
<td>1</td>
<td>03</td>
<td>Adtran</td>
<td>1202060L1 Data Svc Unit</td>
<td>IT</td>
<td>14268</td>
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<tr>
<td>1</td>
<td>00</td>
<td>Proxima</td>
<td>PROLS2 Projector</td>
<td>Public Works</td>
<td>12103</td>
<td>no image</td>
</tr>
<tr>
<td>1</td>
<td>04</td>
<td>Proxima</td>
<td>Narcotics K9 Dog</td>
<td>Sheriff</td>
<td>16243</td>
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<td>1</td>
<td>01</td>
<td>Canon</td>
<td>3170 Fax</td>
<td>Treasurer</td>
<td>12110</td>
<td>too costly to repair</td>
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<tr>
<td>1</td>
<td>98?</td>
<td>IBM</td>
<td>5262-001 Main Frame Printer</td>
<td>Treasurer</td>
<td>14886</td>
<td>out dated tech, too costly to repair</td>
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<tr>
<td>1</td>
<td>03</td>
<td>HP</td>
<td>Q2426A Printer</td>
<td>Treasurer</td>
<td>14938</td>
<td>too costly to repair</td>
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<tr>
<td>1</td>
<td>02</td>
<td>Dodge</td>
<td>Van 2B5WB35Z32116926</td>
<td>Corrections</td>
<td>8009</td>
<td>176,063 miles</td>
</tr>
<tr>
<td>1</td>
<td>91</td>
<td>Dodge</td>
<td>Van 2B7KB3120MK46006</td>
<td>Corrections</td>
<td>8003</td>
<td>173,982 miles</td>
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<tr>
<td>1</td>
<td>91</td>
<td>Ford</td>
<td>E450 Bus 1FDK30G2MHA96489</td>
<td>Corrections</td>
<td>8004</td>
<td>288,532 miles</td>
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<td>Ford</td>
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<td>213,802 miles</td>
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<td>Ford</td>
<td>E450 Bus 1FDXE45S2HB37422</td>
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<td>8016</td>
<td>194,244 miles</td>
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<tr>
<td>1</td>
<td>02</td>
<td>Ford</td>
<td>E450 Bus 1FDXE45S72HB37423</td>
<td>Corrections</td>
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<td>187,628 miles</td>
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<tr>
<td>1</td>
<td>90</td>
<td>Eagle</td>
<td>Bus 6A11LB090237</td>
<td>Corrections</td>
<td>8012</td>
<td>mileage unknown</td>
</tr>
</tbody>
</table>

**DESCRIPTION – Miscellaneous Non-Capital Small Tools & Equipment**

Miscellaneous worn or broken office equipment & furniture

Miscellaneous worn or broken computer components

Miscellaneous wheelchair lifts and seats and other parts that have been removed from the units acquired from WTA
WHATCOM COUNTY COUNCIL AGENDA BILL

TITLE OF DOCUMENT: Appointment to the Marine Resources Committee.

ATTACHMENTS: Application for Appointment

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

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

County Executive Jack Louws requests the confirmation of his appointment of Elizabeth Kilanowski to the Whatcom County Marine Resources Committee.

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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: ELIZABETH KILANOWSKI Date: 11/12/2012

Street Address: 2621 S HARBOR LOOP DR.

City: Blaine Zip Code: 98225

Mailing Address (if different from street address): PO BOX 1134 Blaine WA 98227

Day Telephone (360)732-5240 Evening Telephone: SAME Cell Phone:

E-mail address: KILARU3@C.COPPER.NET

1. Name of board or committee-please see reverse: MARINE RESOURCE COMMITTEE

2. You must specify which position you are applying for. Please refer to vacancy list: SCIENTIFIC EXPERTISE

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:

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. PLEASE SEE ATTACHED RESUME.

10. Please describe why you're interested in serving on this board or commission: SEE RESUME

References (please include daytime telephone number): LAURENCE GOULD (360)650-3520;
CHRIS FAIRBANKS (677-1748) BECKY PETERSON (360)392-1321

Signature of applicant: E.LIZABETH KILANOWSKI

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.
RESUME

Elizabeth Kilanowski
PO Box 1134
Bellingham, WA  98227
(360) 733-5640
kilaruba@copper.net

I.  Earned Degrees

M.S. - Geology
Western Washington University, Bellingham WA
June 2002

B.S. - Geology
Institute of Technology
University of Minnesota, Minneapolis, MN
June 1997

B.S. - Art Education
University of Minnesota, Minneapolis, MN
December 1973

II.  Additional Coursework

Botany, biology, ecology, meteorology, limnology, earth system science, oceanography, computer programming, Geographic Information Systems (GIS), chemistry, physics, Spanish, technical writing, statistical ecology.

III.  Recent Employment

Self Employed - Scientific Research
Raincoast GeoResearch

Environmental Resource Assistant
City of Bellingham Public Works
Bellingham, WA
March 2007 – June 2008

Research Assistant - Geology
Western Washington University
Bellingham, WA
October 1998 – September 1999
June 2000 – September 2001

Teaching Assistant - Geology
Western Washington University
Bellingham, WA
September 1999 – June 2000
IV. Community Service/Involvement

a. Volunteer on the Whatcom County Marine Resource Joint Education and Outreach Committee with the Whatcom Watersheds Information Network.
b. Past volunteer on several WRIA I Technical Committees.
c. Steering Committee Member on the Whatcom Watersheds Information Network.
d. Volunteer Land Steward with the Department of Natural Resources properties on Lummi Island.
e. Volunteer on the Cherry Point Aquatic Reserve Citizen Advisory Committee.

I wish to be considered for the Marine Resource Committee because I have a long time interest in our marine waters and in helping others to understand and protect our local marine resources. Over the past several years I have been a member of the Education and Outreach sub committee of the MRC and have helped to organize events of interest to members and the public. I have also participated as a citizen scientist in MRC activities such as beach seining in Chuckanut Bay, clam surveys off Lummi Island, Birch Bay and Lily Point.

My technical and scientific training helps me to understand our local marine ecosystem and the challenges we face protecting and restoring that ecosystem. I believe that I can make a positive contribution to the Committee.
WHATCOM COUNTY COUNCIL AGENDA BILL

TITLE OF DOCUMENT: Appointment to the Whatcom County Developmental Disabilities Board

ATTACHMENTS: Application for Appointment; Staff Memorandum regarding board nomination

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.)

County Executive Jack Louws requests confirmation of his appointment of Sylvia Fragner to the Whatcom County Developmental Disabilities Board.

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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Sylvia J. Fragner  Date: 10/24/12
Street Address: 2400 Princeton CFT #7
City: Bellingham  Zip Code: 98229
Mailing Address (if different from street address):
Day Telephone: (360) 647-1670  Evening Telephone: same  Cell Phone: (360) 319-5059
E-mail address: fred@f2comcast.net

1. Name of board or committee—please see reverse: Developmental Disabilities

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.

Retired from public health nursing 11/11/12. Home visits to families for 38 yrs. Involved w/Birth to Three & other community providers to maintain & enhance services, Wholistic approach.


10. Please describe why you’re interested in serving on this board or commission: As a former public health nurse, I served children & special needs families yrs. Continuous advocacy

References (please include daytime telephone number): Gail Bodenmiller, MSW (360) 676-6762

Signature of applicant: Sylvia J. Fragner

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
January 31, 2013

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 Sylvia Fragner for initial appointment to the Developmental Disabilities Advisory Board. (DDAB)

The DDAB voted unanimously to recommend Sylvia’s appointment at the January 28, 2013 Advisory Board meeting.

Sylvia lives in Bellingham, and is a recently retired public health nurse with a 38 year nursing career. She brings an understanding of the needs of children with disabilities and their families through her many years in public health, and has helped to improve and enhance services for this population.

Her advisory board experience includes work related to infants and toddlers with disabilities as well as a school district advisory board related to teen pregnancy.

Sylvia’s references describe her as a compassionate, thorough, self-starter and a good decision maker.

As you can see, Sylvia 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.

[Signature]

1/31/13
TITLE OF DOCUMENT: Appointment to the Whatcom County Housing Advisory Board

ATTACHMENTS: Application

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

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

County Executive Jack Louws requests confirmation of his appointment of Bob Libolt to the Whatcom County Housing Advisory Board

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.
RECEIVED
JACK LOUWS
County Executive

FEB 4 - 2013

JACK LOUWS
COUNTY EXECUTIVE

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Bob Libolt
Street Address: 125 Rosemary Way
City: Lynden
Zip Code: 98264
Date: 1/30/13
Mailing Address (if different from street address):
Day Telephone: 360 319-8357 Evening Telephone: 360 354-9820 Cell Phone: 360 319-8357
E-mail address: boblibolt@gmail.com

1. Name of board or committee—please see reverse: Whatcom County Housing Advisory Committee
2. You must specify which position you are applying for. Please refer to vacancy list. NA
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? (X) yes ( ) no
7. Have you ever been a member of this Board/Commission? ( ) yes (X) no
If yes, dates:
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes (X) no
If yes, please explain:
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education. I have worked the past 33 years in the development of real estate including the management of land planning, residential subdivision, residential and commercial construction. My work has involved extensive communication and coordination with architects, engineers, construction firms and with public sector staff in planning and permit departments at the City, State and County levels.
10. Please describe why you're interested in serving on this board or commission: I am interested in creative answers to housing affordability and believe my experience would be helpful in that effort.
References (please include daytime telephone number): Tony Freeland, engineer 650-1408
                              Jeff McClure, architect 676-7733  Amy Harkell, planner 354-5532
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.
WHATCOM COUNTY COUNCIL AGENDA BILL NO. 2012-328

CLEARANCES

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

Originator: Matt Aamot M.A. 10/08/2012 10/23/2012 Introduction

Division Head: Mark Perssonius

Dept. Head: Sam Ryan

Prosecutor: Royce Buckingham

Purchasing/Budget:

Executive: Jack Louws

TITLE OF DOCUMENT:
Comprehensive Plan amendments relating to unincorporated UGA interlocal agreements.

ATTACHMENTS:
1. Proposed Ordinance and Exhibits
2. Planning Commission Findings of Fact and Reasons for Action

Other background information is on file at the Council office.

SEPA review required? ( ) Yes ( X ) NO SEPA review completed? ( ) Yes ( X ) 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(B)].

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.)

Amending Whatcom County Comprehensive Plan Policy 2Q-3 and Land Use Action Plan item # 28. These Comprehensive Plan provisions indicate that the County is to establish interlocal agreements with service providers, including water and sewer districts, serving unincorporated urban growth areas. The proposal would amend these provisions to establish such interlocal agreements only if appropriate.

NOTE: Final approval of these amendments would occur as part of concurrent review of comprehensive plan amendments in early 2013.

COMMITTEE ACTION:
11/07/2012: Approved for concurrent review

COUNCIL ACTION:
10/23/2012: Introduced
11/07/2012: Council forwarded to concurrent review 6-0, Weimer absent

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
AB2012-089 and PLN2012-00005

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 8, 2012

To: Jack Louws, The Honorable Whatcom County Executive
   The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Long Range Planning Division Manager

RE: Comp Plan Amendments relating to Unincorporated UGA Interlocals

The Whatcom County Comprehensive Plan contains provisions indicating that the County should establish interlocal agreements with service providers, including water and sewer districts, that serve unincorporated urban growth areas (UGAs). The unincorporated UGAs are the Columbia Valley UGA, Birch Bay UGA and Cherry Point UGA.

The subject proposal would modify these Comprehensive Plan provisions to provide flexibility for the County and special purpose districts to enter into interlocal agreements if appropriate. In light of the Growth Management Act provisions that require capital facility and urban service planning for UGAs, we anticipate that such interlocal agreements may not be necessary in many cases.

Planning & Development Services is requesting Council consideration of these amendments on Nov. 7. However, the proposed Comprehensive Plan amendments are subject to concurrent review. Therefore, the Council would not render a final decision on the proposal until early 2013.

Thank you for your assistance in this matter.
ORDINANCE NO. ____________

ADOPTING COMPREHENSIVE PLAN AMENDMENTS RELATING TO UNINCORPORATED UGA INTERLOCAL AGREEMENTS

WHEREAS, The Whatcom County Council initiated the subject amendments for review in 2012; and

WHEREAS, Interlocal agreements with service providers serving unincorporated urban growth areas (UGAs) may not be necessary in many cases; and

WHEREAS, The Whatcom County Planning Commission held a public hearing on September 27, 2012; and

WHEREAS, The Whatcom County Planning Commission recommended the comprehensive plan amendments on September 27, 2012; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. The subject proposal is to amend Whatcom County Comprehensive Plan Policy 2Q-3 and Land Use Action Plan item # 28. These existing Comprehensive Plan provisions indicate that the County is to establish interlocal agreements with service providers, including water and sewer districts, serving unincorporated UGAs. The proposal would amend these provisions to establish such interlocal agreements only if appropriate.

2. A determination that the proposal is exempt from review under the State Environmental Policy Act (SEPA) as a procedural action was issued by the Deputy SEPA Official on June 6, 2012.

3. The proposal was posted on the County website on July 9, 2012.

4. Notice that the proposal had been posted on the County website was sent to service provider, citizen, media, and other groups on the County’s e-mail list on July 10, 2012.

5. Notice of the subject amendments was submitted to the Washington State Department of Commerce on July 30, 2012.
6. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on September 14, 2012.

7. The Planning Commission held a public hearing on the subject amendments on September 27, 2012.

8. Pursuant to WCC 2.160.080, in order to approve the proposed comprehensive plan amendments the County 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.

**Growth Management Act**

9. The Growth Management Act requires capital facility planning. However, it does not require the Whatcom County Comprehensive Plan to address interlocal agreements with service providers serving non-city UGAs.
County-Wide Planning Policies

10. County-Wide Planning Policy E-4 states:

   The County shall assure that there are plans to provide appropriate levels of urban facilities and services within non-city Urban Growth Areas. These plans should be developed by special purpose districts, water associations and private service providers within each of these Areas, and should be implemented, where appropriate, through interlocal agreements... *(Underlining added for emphasis)*.

11. The subject amendments are consistent with this County-wide Planning Policy. The amendments would change the Comprehensive Plan provisions to establish interlocal agreements with service providers serving non-city UGAs only when deemed appropriate. This will allow greater flexibility for the County and service providers to determine whether an interlocal agreement is needed.

Existing Interlocal Agreements

12. There is nothing in the subject amendments that would be inconsistent with the terms of existing interlocal agreements.

Further Studies/Changed Conditions

13. Whatcom County has started adopting special purpose district capital facility plans by reference for unincorporated urban growth areas.

14. The Growth Management Act requires capital facility planning for urban growth areas. Therefore, interlocal agreements with special purpose districts may not be necessary, in many cases, to achieve coordination between land use and capital facility planning.

Public Interest

15. The public interest will be served by reducing the need for governmental entities to engage in discussions, and devote time and resources, to develop unnecessary interlocal agreements.

Spot Zoning

16. The subject amendments do not rezone property.

TDRs for UGA Expansions

17. The subject amendments do not expand urban growth areas.
CONCLUSION

The subject comprehensive plan amendments comply with the approval criteria of WCC 2.160.080.

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

Section 1. The Whatcom County Comprehensive Plan Chapter 2 (Land Use) is hereby amended as shown on Exhibit A.

Section 2. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this ______ day of ____________, 2013.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk  Kathy Kershner, Chairperson

APPROVED as to form:

______________________________  ______________________________
Civil Deputy Prosecutor  Jack Louws, Executive

( ) Approved  ( ) Denied

Date: ___________________________
Exhibit A

Amend Chapter Two of the Whatcom County Comprehensive Plan as follows:

Policy 2Q-3: Establish interlocal agreements with each urban service provider located within Unincorporated Residential/Recreational Urban Growth Areas, if appropriate, which include provisions that address coordination and timing of service extensions.

Land Use - Action Plan

28. Adopt interlocal agreements with water and sewer districts, if appropriate, by June 1, 2014 to assure service to county unincorporated urban growth areas and limit urban levels of service outside Short Term Planning Areas.
WHATCOM COUNTY
PLANNING COMMISSION

Comp Plan Amendments relating to
Unincorporated UGA Interlocal Agreements

FINDINGS OF FACT AND REASONS FOR ACTION

1. The subject proposal is to amend Whatcom County Comprehensive Plan Policy 2Q-3 and Land Use Action Plan item # 28. These existing Comprehensive Plan provisions indicate that the County is to establish interlocal agreements with service providers, including water and sewer districts, serving unincorporated UGAs. The proposal would amend these provisions to establish such interlocal agreements only if appropriate.

2. A determination that the proposal is exempt from review under the State Environmental Policy Act (SEPA) as a procedural action was issued by the Deputy SEPA Official on June 6, 2012.

3. The proposal was posted on the County website on July 9, 2012.

4. Notice that the proposal had been posted on the County website was sent to service provider, citizen, media, and other groups on the County’s e-mail list on July 10, 2012.

5. Notice of the subject amendments was submitted to the Washington State Department of Commerce on July 30, 2012.

6. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on September 14, 2012.

7. The Planning Commission held a public hearing on the subject amendments on September 27, 2012.

8. Pursuant to WCC 2.160.080, in order to approve the proposed comprehensive plan amendments the County 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.

Growth Management Act

9. The Growth Management Act requires capital facility planning. However, it does not require the Whatcom County Comprehensive Plan to address interlocal agreements with service providers serving non-city UGAs.

County-Wide Planning Policies

10. County-Wide Planning Policy E-4 states:

    The County shall assure that there are plans to provide appropriate levels of urban facilities and services within non-city Urban Growth Areas. These plans should be developed by special purpose districts, water associations and private service providers within each of these Areas, and should be implemented, where appropriate, through interlocal agreements... (Underlining added for emphasis).
11. The subject amendments are consistent with this County-wide Planning Policy. The amendments would change the Comprehensive Plan provisions to establish interlocal agreements with service providers serving non-city UGAs only when deemed appropriate. This will allow greater flexibility for the County and service providers to determine whether an interlocal agreement is needed.

Existing Interlocal Agreements

12. There is nothing in the subject amendments that would be inconsistent with the terms of existing interlocal agreements.

Further Studies/Changed Conditions

13. Whatcom County has started adopting special purpose district capital facility plans by reference for unincorporated urban growth areas.

14. The Growth Management Act requires capital facility planning for urban growth areas. Therefore, interlocal agreements with special purpose districts may not be necessary, in many cases, to achieve coordination between land use and capital facility planning.

Public Interest

15. The public interest will be served by reducing the need for governmental entities to engage in discussions, and devote time and resources, to develop unnecessary interlocal agreements.

Spot Zoning

16. The subject amendments do not rezone property.

TDRs for UGA Expansions

17. The subject amendments do not expand urban growth areas.
CONCLUSION

The subject comprehensive plan amendments comply with the approval criteria of WCC 2.160.080.

RECOMMENDATION

Based upon the above findings and conclusion, the Whatcom County Planning Commission recommends approval of the proposed amendments as shown on Exhibit A.

WHATCOM COUNTY PLANNING COMMISSION

Michelle Luke, Chair

Sam Ryan, Secretary

10-4-12

Date

10-8-12

Date

Commissioners present at the September 27, 2012 meeting when the vote was taken: Ken Bell, Ben Elenbaas, Rod Erickson, John Lesow, Michelle Luke, David Onkels, Jeff Rainey, and Mary Beth Teigrob.

Vote: Ayes: 8, Nays: 0, Abstain: 0, Absent: 1. Motion carried to adopt the above amendment.
Exhibit A

Amend Chapter Two of the Whatcom County Comprehensive Plan as follows:

Policy 2Q-3: Establish interlocal agreements with each urban service provider located within Unincorporated Residential/Recreational Urban Growth Areas, if appropriate, which include provisions that address coordination and timing of service extensions.

Land Use - Action Plan

28. Adopt interlocal agreements with water and sewer districts, if appropriate, by June 1, 2011 to assure service to county unincorporated urban growth areas and limit urban levels of service outside Short Term Planning Areas.
Regular Meeting

Call To Order: The meeting was called to order, by Whatcom County Planning Commission Chair, Michelle Luke, in the Northwest Annex Conference Room at 6:30 p.m.

Roll Call
Present: Michelle Luke, John Lesow, Ken Bell, Rod Erickson, David Onkels, Jeff Rainey, Mary Beth Teigrob. Ben Elenbaas in attendance at 6:40 p.m.
Absent: Gary Honcoop,

Staff Present: Sam Ryan, Mark Personius, Matt Aamot, Becky Boxx

Department Update
Sam Ryan introduced Mark Personius, the new Long Range Planning Division Manager. Mark gave an overview of upcoming events at Council, the Rural Element hearing and items that will be coming to the Planning Commission by the end of the year.

Open Session for Public Comment
Greg Brown, Whatcom County: Commented on the performance by the staff and legal council at the September 25th County Council meeting regarding slaughterhouses. He hopes that the events that took place never happen again, as it was quite embarrassing. It appeared legal staff did not know what was going on.

Commissioner Comments
There were no Commissioner comments.

Approval of Minutes of August 9, 2012
Lesow made the following change to page 3, line 10-11 to read: Nays-Elenbaas, Erickson, Honcoop, Lesow, Luke Onkels, Teigrob......
Lesow moved to approve as amended. Erickson seconded. The motion carried.

Public Hearing
File #PLN2012-00004: Amending Whatcom County Comprehensive Plan provisions relating to capital facility planning in the eastern portion of the County. Amendments include adopting by reference and incorporating information from an updated sewer plan serving the Columbia Valley Urban Growth Area (UGA) and a fire capital facilities plan serving the Columbia Valley UGA, Sumas UGA and surrounding areas.

Matt Aamot gave a power point presentation which reviewed the following:
- The Growth Management Act (GMA) states "Ensure that those public facilities and services necessary to support development shall be adequate to serve the development”.
- Comprehensive plans must contain a capital facilities element. This must include:
  - An inventory of existing capital facilities.
  - Forecast of future needs.
Proposed new or expanded facilities.

A financing plan.

- The County Comprehensive Plan-Goal 4H states: “Coordinate with non-county facility providers such as cities and special purpose districts to support the future land use pattern promoted by this plan”.
  - Regarding the Fire District 14 plan, there was a committee that worked to develop the draft Capital Facilities Plan, which consisted of a fire district commissioner, the fire district chief, a land owner/developer, a former member of the Foothills Subarea Plan Advisory Committee, the Sumas City Planner, and County staff.

- The Foothills Subarea Plan-Policy U1-D states: “Encourage and facilitate completion of capital facilities planning by special district, which serve the Columbia Valley UGA, by 2012”.

- The Water District 13 sewer plan was adopted, by the district, in August 2012.
  - The district has 2 wells and 4 monitoring wells.
  - The system was built in 1976-1977. There are 379 connections.

- The Fire District 14 plan was approved, by the district, in July 2012.
  - There are stations in Sumas, Kendall, and Welcome.
  - In the future plans are a Columbia Valley Satellite station, sleeping quarters at the Kendall Station, and a new Sumas station in approximately 20 years.

- Proposed Comprehensive Plan amendments are:
  - Adopt the Water District 13 Sewer Plan by reference.
  - Adopt the Fire District 14 Capital Facilities Plan by reference.
  - Delete the statement that impact fees are not available for fire districts.

- Proposed Foothills Subarea Plan amendments are:
  - Indicate that the Water District 13 Sewer Plan has been updated.
  - Indicate that the Fire District 14 plan has been updated.

- Proposed amendments to the County 20 year CFP are:
  - Acknowledge the Water District 13 Sewer plan to include the inventory of existing facilities and future projects.
  - Acknowledge the Fire District 14 plan to include the inventory of existing facilities and future projects.

Staff recommends approval of the proposed amendments.

The hearing was opened to the public.

Rob Roy Graham, Whatcom County: Fire District 14 Commissioner. On behalf of the Fire Commissioners he thanked the group of individuals that worked on the Capital Facilities Plan for the district. In particular he thanked Jack Hovenier and Lou Pietrowski. Every investment the district anticipates making was broken down reflecting the impact of the development opposed to normal district requirements. Every attempt was made to make the requested voluntary impact fee truly represent the impact the development will have on the district. The district has an annual budget, based on 2011 figures, of $530,933.00 per year. It is a struggle to maintain three stations on this amount. Recruitment of volunteers continues to be a struggle. An impact fee will help with some of the staffing needs. If normal revenue and impact fees are inadequate the district will turn to other revenue sources including raising the levy rate.
Carole McDonald, Whatcom County: Was a member of the Fire District 14 planning committee. She applauded the fire district committee for their hard work.

Lou Piotrowski, Whatcom County: Named the members of the Fire District 14 committee. Rob Roy Graham, Fire Chief Jerry DeBruin, Whatcom County Fire Marshall-Warner Webb, Jack Hovenier, Rollin Harper-City of Sumas Planner, Matt Aamot-PDS, Wain Harrison-PDS, Denise Christenson-Fire District 14, Angie Cain-Fire District Office Commissioner, Sarah Watt-PDS, Sam Ryan-PDS. He thanked them for their work.

Blair Murray, Whatcom County: Thanked the Fire District 14 committee for their work. Noticed the per square foot fee for commercial areas. Would like the Commission to discuss whether the fee will prohibit industrial or commercial development which is needed in the Columbia Valley.

Richard Banel, Whatcom County: Thanked the Fire District 14 committee for their work.

Jack Hovenier, Whatcom County: Stated he was an intervener in the Urban Growth Area lawsuit as was Fire District 14. It was basically around the issues of capital facilities and fire issues. Because of the legal happenings he and his partner were not able to develop their property. The lawsuits were dropped. Over a three year period there is now a reasonable plan in place. It considers my needs as a developer as well as the community’s needs. Asked the Commission to support the plan.

The hearing was closed to the public.

Work Session

Onkels moved to approve Exhibit A. Lesow seconded. The motion carried.

Onkels moved to approve Exhibit B. Lesow seconded. The motion carried.

Onkels moved to approve Exhibit C. Lesow seconded. The motion carried.

Onkels moved to approve Exhibit D. Bell seconded. The motion carried.

Lesow moved to recommend approval of the staff report and the findings of facts. Bell seconded.

Roll Call Vote: Ayes – Bell, Teigrob, Onkels, Luke, Lesow, Erickson, Rainey, Elenbaas; Nays – 0; Abstain – 0; Absent – Honcoop. The motion carried.

Public Hearing

File #PLN2012-00005: Amending Whatcom County Comprehensive Plan Policy 2Q-3 and Land Use Action Plan item # 28. These Comprehensive Plan provisions indicate that the County is to establish interlocal agreements with service providers, including water and sewer districts, serving unincorporated urban growth areas. The proposal would amend these provisions to establish such interlocal agreements only if appropriate.
Matt Aamot presented the staff report.

Currently the Comprehensive Plan contains a policy and action item indicating that the County should have interlocal agreements with service providers that serve unincorporated Urban Growth Areas (UGAs).

The amendments would apply to Comprehensive Plan Policy 2Q-3, which applies to Birch Bay and the Columbia Valley UGAs. The other amendment would apply to Land Use Action Plan #28 which applies to Birch Bay, Columbia Valley and Cherry Point UGAs.

The GMA already requires capital facility planning so the County is incorporating, by reference, water, sewer and fire plans for unincorporated UGAs rather than have the County develop the interlocals.

Interlocal agreements must be mutually agreed upon so the County is proposing that they will be incorporated when appropriate.

Staff recommends approval.

The hearing was opened to the public.

Kathy Berg, Whatcom County: Urged the Commission to approve the staff recommendations.

The hearing was closed to the public.

Bell moved to recommend approval of the staff report, exhibit A and findings of fact. Teigrob seconded.

Roll Call Vote: Roll Call Vote: Ayes – Bell, Teigrob, Onkels, Luke, Lesow, Erickson, Rainey, Elenbaas; Nays – 0; Abstain – 0; Absent – Honcoop. The motion carried.

The meeting was adjourned at 7:42 p.m.

Minutes prepared by B. Boxx.

WHATCOM COUNTY PLANNING COMMISSION ATTEST:

_________________________   _______________________
Michelle Luke, Chair        J.E. "Sam" Ryan, Secretary
TITLE OF DOCUMENT:
Capital Facility Planning for the East County.

ATTACHMENTS:
1. Proposed Ordinance and Exhibits
2. Planning Commission Findings of Fact and Reasons for Action

Other background information is on file at the Council office.

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

Amending Whatcom County Comprehensive Plan provisions relating to capital facility planning in the eastern portion of the County. Amendments include adopting by reference and incorporating information from an updated sewer plan serving the Columbia Valley Urban Growth Area (UGA) and a fire capital facilities plan serving the Columbia Valley UGA, Sumas UGA and surrounding areas.

NOTE: Final approval of these amendments would occur as part of concurrent review of comprehensive plan amendments in early 2013.

COMMITTEE ACTION:
11/07/2012: Approved for concurrent review

COUNCIL ACTION:
10/23/2012: Introduced
11/07/2012: Council forwarded to Concurrent review 6-0, Weimer absent

Related County Contract #: AB2012-089 and PLN2012-00004

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.
October 8, 2012

To: Jack Louws, The Honorable Whatcom County Executive
   The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Long Range Planning Division Manager

RE: Capital Facility Planning for the East County

The Whatcom County Comprehensive Plan addresses various capital facilities, including those needed to provide sanitary sewer service and fire protection. The following special purpose districts adopted new plans in 2012:

- Water District 13 adopted a new comprehensive sewer plan. District 13 serves the Columbia Valley Urban Growth Area (UGA).

- Fire District 14 adopted a new capital facilities plan. District 14 serves the Columbia Valley UGA, the City of Sumes, Maple Falls, the Welcome area and surrounding lands within the District.

The subject proposal would adopt by reference and incorporate information from these plans into the Whatcom County Comprehensive Plan, and make other related changes.

We would like to thank the Water District 13 Commissioners, Fire District 14 Commissioners, and the working group that developed a draft capital facilities plan for the Fire District. These plans will help ensure that capital facility planning supports adopted land use plans.

Planning & Development Services is requesting Council consideration of these amendments on Nov. 7. However, the proposed Comprehensive Plan amendments are subject to concurrent review. Therefore, the Council would not render a final decision on the proposal until early 2013.

Thank you for your assistance in this matter.
ORDINANCE NO. ______________

ADOPTING COMPREHENSIVE PLAN AMENDMENTS RELATING TO
CAPITAL FACILITY PLANNING FOR THE EAST COUNTY

WHEREAS, The Whatcom County Council initiated the subject amendments for review in 2012; and

WHEREAS, Water District 13 approved a comprehensive sewer plan and Fire District 14 approved a capital facilities plan in 2012; and

WHEREAS, The Whatcom County Planning Commission held a public hearing on September 27, 2012; and

WHEREAS, The Whatcom County Planning Commission recommended the comprehensive plan amendments on September 27, 2012; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. The subject amendments to the Whatcom County Comprehensive Plan are as follows:
   a. Amending the Whatcom County Comprehensive Plan, Chapter 4 Capital Facilities, to adopt the Water District 13 Comprehensive Sewer Plan and the Fire District 14 Capital Facilities Plan by reference, and make related changes.
   b. Amending the Foothills Subarea Plan to acknowledge that the Water District 13 Comprehensive Sewer Plan and Fire District 14 Capital Facilities Plan have been updated, and make related changes.
   c. Amending the sewer provisions of the Whatcom County 20-Year Capital Facilities Plan.
   d. Amending the fire protection provisions of the Whatcom County 20-Year Capital Facilities Plan.

2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on May 14, 2012.


5. Notice of the Planning Commission hearing and the proposal to amend the Whatcom County Comprehensive Plan was posted on the County website on August 21, 2012.

6. Notice of the Planning Commission hearing and that the proposal had been posted on the County website was sent to the City of Sumas and citizen, media and other groups on the County’s e-mail list on August 22, 2012.

7. Notice of the subject amendments was submitted to the Washington State Department of Commerce on September 4, 2012.

8. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on September 14, 2012.

9. The Planning Commission held a public hearing on the subject amendments on September 27, 2012.

10. Pursuant to WCC 2.160.080, in order to approve the proposed comprehensive plan amendments the County 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.

**Growth Management Act**

11. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.

12. GMA Planning Goal 1 is to “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner” (RCW 36.70A.020(1)).

13. GMA Planning Goal 12 is to “Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards” (RCW 36.70A.020(12)).

14. The subject amendments include updating Whatcom County Comprehensive Plan to incorporate the Water District 13 Comprehensive Sewer Plan. The District serves a portion of the Columbia Valley UGA. The sewer plan supports planned urban growth in the Columbia Valley UGA.

15. The subject amendments include updating Whatcom County Comprehensive Plan to incorporate the Fire District 14 Capital Facilities Plan. The Fire District serves the Sumas UGA, Columbia Valley UGA and surrounding areas. The capital facilities plan supports planned urban growth in the Sumas UGA and Columbia Valley UGA. It also plans rural levels of service for areas outside the UGAs.
16. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include a capital facilities plan element consisting of:

   a. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

   b. A forecast of the future needs for such capital facilities.

   c. The proposed locations and capacities of expanded or new capital facilities.

   d. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.

   e. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

17. With regard to UGAs, the Growth Management Hearings Board has held that RCW 36.70A.070(3) and RCW 36.70A.110(3), when read together, obligate counties and cities to include in the comprehensive plan’s capital facilities element the proposed locations, capacities, and funding for the 20-year planning period covered by the comprehensive plan (Skagit County Growthwatch v. Skagit County, Case No. 07-2-0002, FDO at p. 17, Aug. 6, 2007).

18. The sewer plan and fire capital facilities plan contain inventories, forecasts of future needs, proposed capital facilities, and financing plans as required by the GMA.

**County-Wide Planning Policies**

19. County-Wide Planning Policy E-4 states “The County shall assure that there are plans to provide appropriate levels of urban facilities and services within non-city Urban Growth Areas. These plans should be developed by special purpose districts . . .”

20. The Columbia Valley UGA is not associated with a city. The Water District 13 Comprehensive Sewer Plan has been formulated to provide sanitary sewer service to the portion of the Columbia Valley UGA within the District’s service area.

21. County-Wide Planning Policy D-1 states “. . . The small cities shall do appropriate planning to ensure adequate distribution of land uses and services at a range of urban densities and zoning classifications.”

22. The Sumas City Planner has participated in process of developing the Fire District 14 Capital Facilities Plan, which serves the City of Sumas and its associated UGA.
23. The Fire District 14 Capital Facility Plan has been formulated to provide urban levels of service to both the Columbia Valley UGA and the Sumas UGA.

**Interlocal Agreements**

24. An interlocal agreement between the City of Sumas and Whatcom County concerning Planning, Annexation and Development within the Sumas UGA was signed in April 2012.

25. There are no provisions in the Whatcom County Comprehensive Plan amendments that are inconsistent with this interlocal agreement.

**Further Studies/Changed Conditions**

26. The Foothills Subarea Plan was adopted in May 2011. Foothills Subarea Plan Policy U1-D, in Chapter 5, is to “Encourage and facilitate completion of capital facilities planning by special districts, which serve the [Columbia Valley] UGA, by 2012.”

27. Water District 13 and Fire District 14 have studied facilities needed to serve existing and planned development and have formulated new capital facility plans.

28. Further study and formulation of capital facility plans by Water District 13 and Fire District 14 constitute changed conditions that warrant amendments to the Whatcom County Comprehensive Plan.

**Public Interest**

29. The comprehensive plan amendments will serve the public interest by adopting sewer and fire protection capital facility plans to serve planned growth in the eastern portion of Whatcom County. These special purpose district plans are consistent with the County’s Comprehensive Plan, will enhance provision of public facilities and services, and will not harm resource lands.

**Spot Zoning**

30. The subject proposal does not involve rezoning property.

**CONCLUSIONS**

1. The subject comprehensive plan amendments comply with the provisions of the Growth Management Act.

2. The subject comprehensive plan amendments are consistent with the approval criteria of WCC 2.160.080.
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The Whatcom County Comprehensive Plan Chapter 4 (Capital Facilities) is hereby amended as shown on Exhibit A.

Section 2. The Foothills Subarea Plan is hereby amended as shown on Exhibit B.

Section 3. The sewer provisions of the Whatcom County 20-Year Capital Facilities Plan (Appendix E of the Whatcom County Comprehensive Plan) are hereby amended as shown on Exhibit C.

Section 4. The fire protection provisions of the Whatcom County 20-Year Capital Facilities Plan (Appendix E of the Whatcom County Comprehensive Plan) are hereby amended as shown on Exhibit D.

Section 5. 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 ______________, 2013.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

__________________________  __________________________
Dana Brown-Davis, Council Clerk  Kathy Kershner, Chairperson

APPROVED as to form:

__________________________  __________________________
Civil Deputy Prosecutior  Jack Louws, Executive

( ) Approved  ( ) Denied

Date: __________________________

6
Draft
Exhibit A

Whatcom County
Comprehensive Plan
Amendments
(Chapter 4)

NOTE: For brevity and ease in viewing the proposed changes, portions of the Comprehensive Plan that are not being modified by this ordinance are not shown below. The text, goals, policies and maps that are not shown below are retained as previously adopted.
Amend the Capital Facilities Chapter of the Whatcom County Comprehensive Plan (Chapter 4) as follows:

The GMA expressly authorizes cities and counties to impose impact fees on new development to help finance the capital facilities required to serve new development. This authorization applies only to capital facilities owned or operated by government entities: (a) public streets and roads; (b) publicly owned parks, open space, and recreation facilities; (c) school facilities; and (d) fire protection facilities in jurisdictions that are not part of a fire district. Certain background information that must be included in a capital facilities element of the Comprehensive Plan in order to collect transportation impact fees is included in Appendix G.

Goal 4N: Adopt special district and County capital facility plans for unincorporated UGAs into this plan by reference when consistent with the Whatcom County Comprehensive Plan.

Policy 4N-1: The Birch Bay Water and Sewer District Comprehensive Water System Plan, dated March 2009, is adopted by reference into the comprehensive plan.


Policy 4N-6: The Evergreen Water-Sewer District Comprehensive Water System Plan, dated June 2004, is adopted by reference into the comprehensive plan. This water system serves a portion of the Columbia Valley UGA.

Policy 4N-7: The Water District No. 13 Water System Plan, dated February 2005, is adopted by reference into the comprehensive plan. This water system serves a portion of the Columbia Valley UGA.

Policy 4N-8: The Water District No. 13 Comprehensive Sewer Plan, dated August 2012, is adopted by reference into the comprehensive plan. This sewer system serves a portion of the Columbia Valley UGA.


Policy 4N-119: The Whatcom County Fire District No. 7 Capital Facilities Plan, dated May 2011, is adopted by reference into the Comprehensive Plan (except that the UGA boundaries shown in the Fire District No. 7 Capital Facilities Plan are not adopted by reference).
Draft
Exhibit B

Foothills Subarea Plan
Amendments

NOTE: For brevity and ease in viewing the proposed changes, portions of the Foothills Subarea Plan that are not being modified by this ordinance are not shown below. The text and maps that are not shown below are retained as previously adopted.
Exhibit B – Foothills Subarea Plan Amendments
Planning Commission Recommended Version September 27, 2012

Amend the Foothills Subarea Plan, Chapter 2, Land Use as follows:

Land Use Planning Issues

Much of the planning process focused on land use and the issues associated with the way in which the subarea develops. Land use conversations tended to focus on the following issues, in no particular order here:

- Many Foothills residents are actually employed outside the subarea, resulting in long morning and evening commutes along SR 542 and SR 547.
- Foothills residents believe the urban-style development occurring in the Columbia Valley should be restricted to the UGA, with the balance of the subarea remaining rural in character.
- The four Rural Communities each have created their own identities and add to the character and richness of the subarea.
- The access and proximity to natural open spaces are vitally important to Foothills residents.
- The Foothills population is surprisingly diverse given its relatively small number.
- The Nooksack Tribe has acquired more property in Deming, enlarging its holdings and reducing the amount of land available for housing. The Mt. Baker School District has also acquired additional property in Deming. Deming residents wish to encourage more people to live in town, making land availability an issue.
- Water and sewer districts may not have adequate sanitary sewer capacity or systems now in place to serve projected urban development in the Columbia Valley UGA. However, an update to the Water District 13 sewer plan, which includes a capital improvement plan, was completed in 2012 is underway.
- The Growth Management Act imposes requirements on “limited areas of more intense rural development” (LAMIRDS) that will impact how the four Rural Communities may develop in the future.
- Forecast population growth will put more pressure on the Columbia Valley, and the four Rural Communities to a lesser degree, to accommodate additional housing.
- Land supply and population forecast studies indicate that sufficient land exists to support forecast population. The arrangement and density of land uses impact the feasibility of providing adequate services with scattered or less dense development generally being more expensive to serve. This is especially important in the Columbia Valley, where provision of sanitary sewer will be necessary as population increases.
Amend the Foothills Subarea Plan, Chapter 5, Utilities as follows:

Sewer Districts

Whatcom County Water District No. 13 provides sanitary sewer service to a portion of the Columbia Valley UGA. The District has capacity to connect the existing platted lots within their service area, but substantial new development will require upgrades to the wastewater treatment facilities. The District’s comprehensive sewer plan was updated in 2012 is being updated. The sewer plan contains plans to serve new urban growth in the portion of the UGA that is within the District’s boundaries over the 20-year planning period.

There are no other purveyors that provide sanitary sewer service in the Foothills Subarea as of 2010.
Exhibit B – Foothills Subarea Plan Amendments
Planning Commission Recommended Version September 27, 2012

Amend the Foothills Subarea Plan, Chapter 10, Community Facilities, Schools, Sheriff, Fire Protection, Emergency Medical Services and Solid Waste Management as follows:

Fire Protection/Emergency Medical Services

Each of the four fire districts that serve portions of the Foothills Subarea provide both fire and emergency medical services. Of the four, Fire District 14 serves the largest portion of the subarea.

**Fire District 1:** The fire district indicated that population growth within their district would have very little impact on their ability to provide services and they had no planned facilities or service expansion.

**Fire District 14:** Fire District 14 serves the Columbia Valley UGA. In 2012, the District is working to updated its capital facility plan.

**Fire District 16:** Less than 1% of the land in the Foothills Subarea is within District 16 and these lands are planned for rural and forestry land uses. Growth in the portion of the District within the Foothills Subarea should have little impact on their ability to provide service.

**Fire District 19:** The fire district indicated that the large number of aid calls within the neighboring national park and national forest coupled with the lack of available land within their district will limit their ability to collect additional revenue on developed land which, in turn, limits their ability to improve services. The fire district also has and will continue to have a difficult time drawing volunteers from the largely seasonal population in Glacier.
Draft
Exhibit C

Whatcom County 20-Year Capital Facilities Plan Amendments (Sewer Provisions)

NOTE: For brevity and ease in viewing the proposed changes, portions of the Whatcom County 20-Year Capital Facilities Plan that are not being modified by this ordinance are not shown below. The text and maps that are not shown below are retained as previously adopted.
Amend the “Executive Summary” of the Whatcom County 20-Year Capital Facilities Plan (Whatcom County Comprehensive Plan Appendix E) as follows:

Sanitary Sewer

A review of LOS standards found in individual sewer purveyor’s plans in relation to population and employment projections indicate that the City of Bellingham, Birch Bay Water and Sewer District, City of Lynden, City of Sumas, and Lake Whatcom Water and Sewer District have adequate sewage treatment capacity to meet projected demands through 2029. The City of Everson shows a sewage treatment deficit in 2029 and the city’s own analysis of sewage treatment capacity indicates that it has available capacity to meet approximately 8 to 12 years of residential growth and that expansion of the sewage treatment plant will be necessary. In addition, the City of Blaine expects to provide an additional 0.7 MGD of sewage treatment capacity when its new wastewater treatment plant starts operation in 2010. With this additional sewage treatment capacity, the City of Blaine is expected to have a sewage treatment capacity reserve in both 2015 and 2029. The City of Nooksack, which shares a sewage treatment plant with City of Everson, is expected to have a sewage treatment deficit in 13 to 15 years. Expansion of the Everson sewage treatment plant would be needed to accommodate growth in City of Nooksack to 2029. Water District 13, serving a portion of the Columbia Valley UGA, has existing capacity and planned improvements to serve growth within its boundaries of approximately 197 additional connections and Evergreen Water and Sewer District. The Columbia Valley Water District does not provide sewer service at the present time. Additional sewer planning will be needed to serve new urban growth in the undeveloped portion of the Columbia Valley UGA that is not addressed in a comprehensive sewer plan. The City of Ferndale would have sewage treatment deficits in 2029 if no improvements were made to the existing wastewater treatment plan. However, Ferndale adopted a comprehensive sewer plan in 2011 to address needed improvements to serve planned growth over the 20-year planning period. For those service providers without an adopted plan, the Capital Facilities Implementation section of this CFP provides options for addressing any identified deficiencies in their capital planning process.

NOTES: “CFP” means capital facilities plan and “LOS” means level of service.
Exhibit C - 20-Year CFP (Sewer)
Planning Commission Recommended Version September 27, 2012

Amend the "Sanitary Sewer" chapter of the Whatcom County 20-Year Capital Facilities Plan (Whatcom County Comprehensive Plan Appendix E) as follows:

Sanitary Sewer

Overview

There are a total of 10 wastewater collection systems and seven wastewater treatment facilities that serve UGAs in Whatcom County. Most of the facilities provide services within city limits with plans for future service to areas designated as UGAs. However, some systems provide service to unincorporated UGAs (Birch Bay Water and Sewer District, Water District 13, and Lake Whatcom Water and Sewer District).

Inventory of Current Facilities

The following cities and sewer districts (in alphabetical order) provide sanitary sewer services in the County:

- **City of Bellingham** maintains a collection system within its city limits and operates wastewater treatment facilities that are also used by Lake Whatcom Water and Sewer District. The city plans future service within its UGA and for connections to both undeveloped properties and those that are using septic systems within the city limits.

- **Birch Bay Water & Sewer District** owns and operates a collection and treatment system that serves the Birch Bay UGA and portions of the Blaine and Cherry Point UGAs.

- **City of Blaine** provides a collection and a wastewater treatment system for property within the city limits. There is a second wastewater treatment facility located in Blaine that was constructed in 1986 to treat wastewater from the Port of Bellingham and fish processors that lease from the Port of Bellingham other than T.M. Protein. The city plans to serve portions of its UGA that are not served by Birch Bay Water and Sewer District.

- **The City of Everson** maintains a collection system to serve property within the city limits. The city’s sewer system also provides wastewater treatment for the City of Nooksack. Both cities provide funding for operation and maintenance of the treatment facility. The city sewer utility plans future service to areas within its UGA.

- **The City of Ferndale** provides a sewer collection and treatment facility for property within the city limits as well as future service to the city’s UGA.

- **Lake Whatcom Water & Sewer District (formerly called Water District 10)** maintains a sanitary sewer collection system that serves the UGA adjacent to Lake Whatcom, east of the city limits. This special district relies upon the City of Bellingham wastewater system for treatment.

- **The City of Lynden** provides sewer collection and treatment facilities for property within the city limits and future collection and treatment to the city’s UGA.

- **City of Nooksack** constructed a wastewater collection system for property within the city limits in 1989. The city has plans to provide future service to unserved properties within its city.
limits and to properties within its associated UGA. By agreement with the City of Everson, Nooksack pumps its sewage for treatment at the wastewater treatment plant located in Everson. Nooksack also provides funding for the operation and maintenance of the Everson wastewater treatment plant.

- **The City of Sumas** provides a wastewater collection system for property within the city limits. Since 1999, the city has had wastewater treatment provided at a large regional treatment facility in Abbotsford, BC owned and operated by Fraser Valley Regional District. The city sanitary sewer utility has plans to extend service to UGA property upon annexation.

- **Whatcom County Water District 13** provides wastewater collection and treatment to a portion of the Columbia Valley UGA in unincorporated Whatcom County.

An inventory of existing wastewater facilities located in the County is presented in the table on the following pages. The table summarizes millions of gallons treated per day, the most current existing flow data, and surpluses or deficits for each of the wastewater systems in the County. Existing population served is also noted.
Table 43. Sanitary Sewer Inventory

<table>
<thead>
<tr>
<th>System Name</th>
<th>Collection System Existing Conditions</th>
<th>Miles of Pipe</th>
<th>Collection System Existing Conditions</th>
<th>Treatment Plant</th>
<th>Service Area</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bellingham</td>
<td>The city operates and maintains approximately 324 miles of mains and force mains. The system includes 27 pump stations and associated force mains, and one Combined Sewer Overflow (CSO) structure. Modeling indicates that portions of the interceptor downstream from Oak Street are close to capacity. The system needs improvements to collection system to limit CSO events to the allowable frequency and volume. Long Term Simulation modeling shows needs for additional 10 mgd conveyance and treatment capacity, or 1.7 MG of storage to limit CSOs to 1 event per year in 2026. Additional collection system improvements are required to maintain CSO volumes at current &quot;baseline&quot; levels.</td>
<td>324</td>
<td>12.5</td>
<td>20</td>
<td>7.5</td>
<td>86,990</td>
</tr>
<tr>
<td>Lake Whatcom</td>
<td>District has completed several improvement projects including Lake Louise Rd Interceptor and Sudden Valley Sewage Detention Basin. District also has an ongoing program to upgrade aging sewer lift stations. District is also working to decrease potential build-out density within the district boundaries which allowed the district to decommission Clematis Pump Station.</td>
<td>82.18</td>
<td>0.75</td>
<td>4.6</td>
<td>3.85</td>
<td>10,690</td>
</tr>
<tr>
<td>Water &amp; Sewer District</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Blaine</td>
<td>The existing service area for the Blaine sewage treatment system is the Blaine city Limits. The City of Blaine wastewater collection system consists of gravity sewers, force mains and eight pumping stations. The collection system is divided into two primary areas which are separated by Drayton Harbor. The Semiahmoo portion of the service</td>
<td>40</td>
<td>0.496</td>
<td>0.8</td>
<td>0.304</td>
<td>4,780</td>
</tr>
</tbody>
</table>

Notes: 1. Design Flow (mgd)
<table>
<thead>
<tr>
<th>System Name</th>
<th>Collection System</th>
<th>Treatment Plant</th>
<th>Service Area</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Miles of Pipe</td>
<td>Collection System Existing Conditions</td>
<td>Existing Flow (mgd)</td>
<td>Design Flow (mgd)</td>
</tr>
<tr>
<td>Birch Bay Sewer System Plan</td>
<td>52</td>
<td>District operates 11 pumps, 7 of which follow the beach line. The district monitors its I/I in the collection system.</td>
<td>0.901</td>
<td>1.28</td>
</tr>
<tr>
<td>City of Everson</td>
<td>8.52</td>
<td>Consists of 9 pump stations in City of Everson (in addition, 4 pump stations are located in Nooksack to serve that population). Rehabilitation of manholes occurred in mid-1990's and study of I/I finds that it does not exceed EPA standards.</td>
<td>0.270</td>
<td>0.44</td>
</tr>
<tr>
<td>City of Ferndale</td>
<td>58.48</td>
<td>Ferndale's existing collection system contains more than 308,000 lineal feet of sewer piping (gravity and force main). It is made up of piping 4 to 48 inches in diameter. Approximately 84% of the system consists of 8-inch gravity sewers. There are also 17 pumping stations currently used for transmission of wastewater flows.</td>
<td>2.18</td>
<td>3.23</td>
</tr>
<tr>
<td>City of Lynden</td>
<td>37</td>
<td>Collection system includes 14 operating pump stations. Three existing pump stations and some associated force mains and piping were identified as having inadequate capacity for projections to 2024. In addition sewer extensions will be needed to service new development.</td>
<td>1.31</td>
<td>2.18</td>
</tr>
<tr>
<td>City of Nooksack</td>
<td>6.89</td>
<td>Wastewater collection system has sufficient capacity for future flows. The city anticipates</td>
<td>0.075</td>
<td>See Notes</td>
</tr>
<tr>
<td>System Name</td>
<td>Collection System</td>
<td>Treatment Plant</td>
<td>Service Area</td>
<td>Notes</td>
</tr>
<tr>
<td>------------</td>
<td>------------------</td>
<td>-----------------</td>
<td>-------------</td>
<td>-------</td>
</tr>
<tr>
<td>Miles of Pipe</td>
<td>Collection System Existing Conditions</td>
<td>Existing Flow (mgd)</td>
<td>Design Flow (mgd)</td>
<td>Surplus/Deficit (mgd)</td>
</tr>
<tr>
<td>City of Sumas</td>
<td>10</td>
<td>Collection system will be extended to serve new development within city jurisdiction. New extensions to portions of the city that require crossing natural barriers of Bone Creek and Sumas River are anticipated to be more expensive capital projects. The city requires annexation of unincorporated areas of the UGA prior to service.</td>
<td>0.2325</td>
<td>See Notes</td>
</tr>
<tr>
<td>W.C. Water District #13 Sewer</td>
<td>4.47</td>
<td>Water District 13 owns, operates and maintains two pump stations, approximately 20,200' of pressure and gravity sewer pipe, a wastewater treatment plant, and a 3,400' force main that transfers flows from the treatment plant to the 1.71 acre drainfield. Collection system consists of 8- to 12-inch interceptor pipe, and 6-inch collector pipe. All pipes are constructed of PVC. Interceptor and collector pipe gravity drains to one pump station which is then pumped through 1,800 feet of 4-inch force main pipe to treatment systems comminutor and the treatment plant.</td>
<td>0.06</td>
<td>0.125</td>
</tr>
</tbody>
</table>

mgd = million gallons per day, gpd = gallons per day, I/I = inflow and infiltration, CSO = combined sewer overflow, WWTP = wastewater treatment plant, N/A = not available

1 Based on the average day flow during peak flow month as reported on National Pollutant Discharge Elimination System (NPDES) permit.

2 2008 Population provided by Berk & Associates estimates or comprehensive sewer plan. For Ferndale, population serve is for 2010 (City of Ferndale Comprehensive Sewer Plan, 2011, p. 11).

3 Birch Bay uses “Equivalent Living Units”. Information is from May 2009 Birch Bay Comprehensive Sewer Plan (see page 5-2). Information is from December 2008.
Exhibit C – 20-Year CFP (Sewer)
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4 2007 data. Assuming 2.6 persons per ERU (Personal communication, Tammy Adams, Wastewater Plant Manager and Dean Martin, July 10, 2009).
5 Source is from Foothills Subarea Plan Final Supplemental Environmental Impact Statement (December 2008), p. 83

Sources: Unless otherwise noted source comes from Department of Ecology NPDES Permit data (accessed via Internet February 5, 2009); review of latest sewer system plan; and Bork & Associates for 2008 population.
Level of Service Capacity Analysis

The adequacy of existing sewer facilities to meet present and future needs is based on the estimated gpd of wastewater for the current population and the projected future population. This figure represents the LOS standard for sewer service for sewer providers.

Most of the 10 sewer service providers have developed their own LOS standard based upon their local geography and service area demographics. Table 44 outlines LOS standards established by each sewer provider.

**Table 44. Sewer Level of Service Standards**

<table>
<thead>
<tr>
<th>Service Provider</th>
<th>LOS Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bellingham</td>
<td>102 gallons/capita/day ¹</td>
</tr>
<tr>
<td>Birch Bay Water and Sewer District</td>
<td>85 gallons/capita/day</td>
</tr>
<tr>
<td>City of Blaine</td>
<td>300 gallons/household/day</td>
</tr>
<tr>
<td>City of Everson</td>
<td>300 gallons/household/day</td>
</tr>
<tr>
<td>City of Ferndale</td>
<td>193 gallons/capita/day ²</td>
</tr>
<tr>
<td>Lake Whatcom Water &amp; Sewer (formerly Water District 10)</td>
<td>198 gallons/day/connection ³</td>
</tr>
<tr>
<td>City of Lynden</td>
<td>100.7 gallons/capita/day ⁴</td>
</tr>
<tr>
<td>City of Nooksack</td>
<td>250-275 gallons/household/day ⁵</td>
</tr>
<tr>
<td>City of Sumas</td>
<td>300 gallons/household/day ⁶</td>
</tr>
<tr>
<td>Whatcom County Water District 13</td>
<td>247 gallons/household/day ⁶</td>
</tr>
<tr>
<td></td>
<td>67 gallons/capita/day ⁶</td>
</tr>
</tbody>
</table>

¹ Section 4.3.2 Per capita flows, page 4-6, City of Bellingham Comprehensive Sewer Plan, June 2009.
² Derived from City of Ferndale Comprehensive Sewer Plan, pp. 9 and 11, 2011. The LOS for Ferndale is based upon peak month flow.
³ Lake Whatcom Water and Sewer District Comprehensive Sewer Plan, page 8, September 2007.
⁴ City of Lynden General Sewer Plan, page 4-1, December 2007.
⁵ Personal communication from Erin Osborn to Matt Aamot, Email July 14, 2009, citing communication with Rollin Harper of Sehome Planning.
⁶ Derived from Water District No. 13 Comprehensive Sewer Plan, pp. 3-3 and 6-1, 2012. The LOS for Water District 13 is based upon the peak month flow. Source of the LOS is the Whatcom County Foothills Subarea Plan, Final Environmental Impact Statement, December 10, 2004, page 89.

Table 45 identifies how future population and employment for each sewer service provider affects treatment capacity based on existing treatment capacity mentioned in Table 43 above.

As can be seen from the analysis in Table 45, only the City of Everson is anticipated to experience a sewage treatment deficit in 2015. The City of Everson’s response to the County’s CFP growth projections indicate that the city has sufficient capacity to serve the majority of growth anticipated in the 20-year timeframe. In response to the highest growth alternative considered in planning this CFP Everson indicates that the city has available capacity to accommodate approximately 8 to 12 years of residential growth, and that expansion of the treatment plant will be necessary (Memorandum from Rollin Harper of
Sehome Planning & Development Services to Matt Aamot, dated April 8, 2009, page 3). See narrative under City of Everson Treatment below for more detailed information. The City of Blaine expects to provide an additional 0.7 MGD sewage treatment capacity when its new wastewater treatment plant starts operation in 2010. This will increase the 2015 reserve shown for Blaine in Table 45.

### Table 45. Sewer Level of Service Analysis for 2015

<table>
<thead>
<tr>
<th>Service Provider</th>
<th>Current Treatment Capacity (MGD)</th>
<th>2015 Treatment Capacity Surplus (Deficit) expressed in MGD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham</td>
<td>20.00</td>
<td>10.44</td>
</tr>
<tr>
<td>Birch Bay Water &amp; Sewer</td>
<td>1.28</td>
<td>0.69</td>
</tr>
<tr>
<td>Blaine</td>
<td>0.80</td>
<td>0.06</td>
</tr>
<tr>
<td>Everson</td>
<td>0.29</td>
<td>(0.01)</td>
</tr>
<tr>
<td>Ferndale</td>
<td>3.23</td>
<td>0.64</td>
</tr>
<tr>
<td>Lynden</td>
<td>2.18</td>
<td>0.95</td>
</tr>
<tr>
<td>Nooksack</td>
<td>0.15</td>
<td>0.03</td>
</tr>
<tr>
<td>Sumas</td>
<td>0.39</td>
<td>0.22</td>
</tr>
<tr>
<td>Lake Whatcom Water &amp; Sewer District (formerly Whatcom County Water District 10)</td>
<td>4.60</td>
<td>3.82</td>
</tr>
<tr>
<td>WC Water District 13</td>
<td>0.1250-13</td>
<td>0.051/See. 4</td>
</tr>
</tbody>
</table>

1. City of Blaine anticipates opening a new wastewater treatment plant in 2010 which will increase treatment capacity to 1.5 MGD. With the anticipated additional treatment capacity, the City expects to have additional reserve available in 2015. [City of Blaine website: http://www.ci.blaine-wa.us/, accessed April 24, 2009].

2. Everson’s Treatment Plant has a total capacity of 0.44 mgd. However, 2/3 of capacity, or 0.29 mgd are owned by Everson, while 1/3 of capacity or approximately 0.15 mgd is owned by neighboring Nooksack.

3. This analysis uses 275 gallons/household/day as a LOS measure, the upper end of the range provided by the City of Nooksack in communication with Erin Osborn, as communicated in email to Matt Aamot, July 14, 2009.

4. A more detailed analysis of wastewater utility service to the Columbia Valley UGA was provided in the Foothills Subarea Plan Final Supplemental Environmental Impact Statement (SEIS) (December 2008, pages 83-88). Please see discussion related to Water District 13 below for more detail on ability to serve the Columbia UGA with sewer service in 2020.

Table 46 below provides an LOS analysis for sewer providers to the 2029 planning horizon. The 2029 LOS analysis finds sewage treatment deficits for the cities of Blaine, Everson, Ferndale, and Nooksack, and Water District 13. The City of Everson’s expectation of a sewage treatment deficit is consistent with the city’s analysis (Sehome Planning & Development Services 2009). The same communication from Sehome Planning & Development Services indicated that the City of Nooksack, sharing the same Everson sewage treatment plant, is expected to have sufficient sewage treatment capacity for the next 13 to 15 years and an expansion of the Everson sewage plant may be needed to accommodate some growth occurring outside the current city limits (Sehome Planning & Development Services 2009). The LOS analysis for City of Nooksack to 2029 in Table 46 confirms this assessment. Although the City of Blaine shows a deficit in Table 46, when accounting for the additional 0.7 mgd of sewage treatment capacity that is expected to be available in 2010, the City is expected to have a net reserve of sewage treatment capacity in 2029. The City of Ferndale would also experience a sewage treatment capacity deficits in
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2029 if no additional capacity were constructed. However, the City of Ferndale Comprehensive Sewer Plan (2011) includes plans to almost double the capacity of the wastewater treatment plan, which will more than accommodate wastewater flows through the year 2029. According to the Foothills Subarea Plan Final SEIS (2008), Water District 13, providing service to a portion of the Columbia Valley UGA, has existing capacity for approximately an additional 197 sewer service connections. Total new households projected in the Columbia Valley UGA by 2029 would exceed the 197 sewer connections available within Water District 13’s service area. Evergreen Water and Sewer District currently does not provide sewer service to the UGA. Therefore, a sewage service deficit is expected by 2029. Individual jurisdictions and districts have planned projects that may help alleviate some or all of the deficits identified in Table 46. More discussion is provided below by service provider.

Table 46. Sewer Level of Service Analysis for 2029

<table>
<thead>
<tr>
<th>Service Provider</th>
<th>Current Treatment Capacity (MGD)</th>
<th>2029 Treatment Capacity Surplus (Deficit) expressed in MGD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham</td>
<td>20.00</td>
<td>8.80</td>
</tr>
<tr>
<td>Birch Bay Water &amp; Sewer</td>
<td>1.28</td>
<td>0.5</td>
</tr>
<tr>
<td>Blaine ¹</td>
<td>0.80</td>
<td>(0.29)</td>
</tr>
<tr>
<td>Everson ²</td>
<td>0.29</td>
<td>(0.09)</td>
</tr>
<tr>
<td>Ferndale ³</td>
<td>3.23</td>
<td>(0.99)</td>
</tr>
<tr>
<td>Lynden</td>
<td>2.18</td>
<td>0.49</td>
</tr>
<tr>
<td>Nooksack ⁴</td>
<td>0.15</td>
<td>(0.03)</td>
</tr>
<tr>
<td>Sumas</td>
<td>0.39</td>
<td>0.16</td>
</tr>
<tr>
<td>Lake Whatcom Water &amp; Sewer District (formerly Whatcom County Water District 10)</td>
<td>4.60</td>
<td>3.79</td>
</tr>
<tr>
<td>WC Water District 13</td>
<td>0.125</td>
<td>0.018See ⁵</td>
</tr>
</tbody>
</table>

1 City of Blaine anticipates opening a new wastewater treatment plant in 2010 which will increase treatment capacity to 1.5 MGD. With the anticipated additional treatment capacity, the City will be able to meet the projected sewer flow requirements to 2029. [City of Blaine website: http://www.ci.blaine.wa.us/, accessed April 24, 2009]

2 Everson’s Treatment Plan has a total capacity of 0.44 MGD. However, 2/3 of capacity, or 0.29 MGD are owned by Everson, while 1/3 of capacity or approximately 0.15 MGD is owned by neighboring Nooksack.

3 The City of Ferndale Comprehensive Sewer Plan (2011) includes planned improvements to increase the capacity of the wastewater treatment plant from 3.23 MGD to 6.37 MGD (p. 13 and Exhibit H). This will increase the capacity by 3.14 MGD and address the deficit that would occur if no capacity improvements were planned.

4 This analysis uses 275 gallons/household/day as a LOS measure, the upper end of the range provided by the City of Nooksack in communication with Erin Osborn, as communicated in email to Matt Aarnot, July 14, 2009.

5 A more detailed analysis of wastewater utility service to the Columbia Valley UGA was provided in the Foothills Subarea Plan Final Supplemental Environmental Impact Statement (SEIS) (December 2008: pages 83-86). Please see discussion related to Water District 13 above and below for more detail on ability to serve the Columbia UGA with sewer service in 2029.
Capital Projects and Funding

Population

Table 47 below identifies each sewer provider’s latest sewer plan’s horizon year and population, as well as the populations expected under County’s 2029 population projection. This table serves to provide an order of magnitude check with respect to the population that each service provider is planning on serving in comparison to the latest population projections for the 2029 Whatcom County CFP.

Table 47. Population Comparison: Sewer Plans and 2029 Population Projection

<table>
<thead>
<tr>
<th>Service Provider</th>
<th>Horizon year of Capital Plan</th>
<th>Capital Plan Population</th>
<th>2029 Population Projection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham</td>
<td>2026</td>
<td>122,007</td>
<td>109,200</td>
</tr>
<tr>
<td>Birch Bay Water and Sewer</td>
<td>2029</td>
<td>11,307</td>
<td>9,160</td>
</tr>
<tr>
<td>Blaine</td>
<td>2025</td>
<td>10,871</td>
<td>9,040</td>
</tr>
<tr>
<td>Everson</td>
<td>2024</td>
<td>4,202</td>
<td>3,610</td>
</tr>
<tr>
<td>Ferndale</td>
<td>2034</td>
<td>24,600(^1)</td>
<td>21,827(^2)</td>
</tr>
<tr>
<td>Lynden</td>
<td>2024</td>
<td>18,235</td>
<td>18,790</td>
</tr>
<tr>
<td>Nooksack</td>
<td>2024</td>
<td>2,039</td>
<td>2,080</td>
</tr>
<tr>
<td>Sumas</td>
<td>2024</td>
<td>1,625</td>
<td>2,080</td>
</tr>
<tr>
<td>Lake Whatcom Water and Sewer District (formerly Water District 10)</td>
<td>2027</td>
<td>13,936</td>
<td>11,190</td>
</tr>
<tr>
<td>W.C. Water District 13</td>
<td>2029(^3)</td>
<td>1,595(^3)</td>
<td>1,595</td>
</tr>
</tbody>
</table>

---

1. The City of Ferndale Comprehensive Sewer Plan (p. 3) uses a 2029 population projection of 20,707 for the Ferndale UGA, consistent with the Whatcom County Comprehensive Plan. The Sewer Plan extrapolates the population projection to 2034 for consistency with the City’s planning horizon date.

2. This projection is higher than the projected UGA population because City sewer currently serves two existing areas east of the City that are outside the UGA.

3. W.C. Water District 13 has not provided an adopted sewer plan as of date of this CFP.

Source: Berk & Associates (2029 population projection); each individual purveyor capital facility plan for horizon year and capital plan population columns.

Capital Project Funding

Sewer services and capital are funded primarily by the users of the system through service charges and connection fees. These rates are adjusted as needed to fund capital and operational needs. Some grant programs exist for the construction of sewer facilities and upgrades, but, like many grant programs, they are generally very competitive.

In addition to this general approach to funding, the following Capital Facilities plans list additional possible funding sources:
Exhibit C – 20-Year CFP (Sewer)
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- **The City of Ferndale** – The Ferndale Comprehensive Sewer Plan states that the City has various funding sources available for sewer capital projects including (but not limited to) sewer rates and connections fees, bonds, loans, grants, utility local improvement district (ULIDs), and developer extension contracts.

- **The City of Lynden** – The City considered using $4,000,000 in capital reserves as well as a bond or Public Works Trust Fund loan to fund their desired capital improvements.

**City of Bellingham**

The City of Bellingham maintains and operates a wastewater collection and treatment system that provides existing service to the city limits as well as sewer service zones within the Bellingham UGA. The existing sewer network is most dense in the central city, and there appear to be portions of the city, particularly in the south that are not yet served by sewer. There are also less extensive sewer networks extending into the city’s UGA. The City has established a potential future sewer service area that extends beyond the city limits and encompasses all of the city’s UGA not currently served by Lake Whatcom Water and Sewer District (formerly Water District 10). The city’s current Comprehensive Sewer Plan (Carollo Engineers, 2009) indicates that the city’s long-range sewer system plan accounts for sewage treatment capacity for approximately 122,007 people by 2026 (Carollo Engineers, 2009). This is a larger population than the 109,200 projected under this CFP. The city’s sewer service area and population forecast excludes Lake Whatcom Water and Sewer District.

The city’s sewage treatment plant is designated for a two-phase expansion to accept future demand. The phase one facilities plan has just begun and will be sized to accept future Biological Oxygen Demand as required in the city’s Ecology permit. A phase two expansion is expected in the 20 year planning period. This expansion will build on the upcoming facilities plan to adequately size the treatment plant capacity to meet future needs.

**Birch Bay Water and Sewer**

Birch Bay Water and Sewer District adopted a Comprehensive Sewer Plan in 2009. The district’s plan indicates where current sewer service exists and establishes a future service area that consists of portions of the Birch Bay, Blaine, and Cherry Point UGAs. The plan does not appear to identify future service lines. A review of a GIS layer of existing sewer lines indicates that sewer is concentrated along the coast of the Birch Bay UGA, though there are less extensive networks of sewer lines inland in the Birch Bay UGA. The sewer district’s 2009 plan had higher population projections in the 2029 horizon year for the district than the 9,160 anticipated in planning for this CFP. The 2009 Sewer Plan indicates that the district will exceed existing capacity by 2019. However, with the wastewater treatment plant upgrade projects noted in the 2009 Comprehensive Sewer Plan, the District will be able to accommodate the growth anticipated to 2029. (Birch Bay Water and Sewer District and CHS Engineers 2009, pages 6-6 through 6-7)

**City of Blaine**

The 2004 City of Blaine General Sewer Plan and its 2005 update shows major existing sewer service lines and some future sewer trunk lines. The City of Blaine Comprehensive Plan includes a map showing future sewer service area as portions of the Blaine and Birch Bay UGAs not served by Birch Bay Water and Sewer District. A GIS layer showing existing sewer lines indicates that large areas of the city east of
Exhibit C – 20-Year CFP (Sewer)
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I-5 are not served by sewer or close to sewer trunk lines. Table 46 above indicates that the City of Blaine reaches a sewage treatment deficit by 2029 using existing treatment capacity. However, the City of Blaine 2005 General Sewer Plan and 2006 Comprehensive Plan both indicate that the City has plans to upgrade and expand sewage treatment plant capacity to meet future demands for service, Ecology National Pollutant Discharge Elimination System (NPDES) requirements, and to replace aging infrastructure. The city plans to complete construction on its new wastewater treatment plant and begin operation in 2010 (City of Blaine 2009). The new wastewater treatment plant’s design capacity of 1.5 mgd would accommodate projected wastewater flows to the end of the 2029 CFP planning period. Another major component of the city’s capital improvement plan is a program for reduction of inflow and infiltration (I&I).

City of Everson

The City of Everson does not have a sewer comprehensive plan. The sewer system was addressed in the 2004 update of the Everson Comprehensive Plan. Wilson Engineering also provided an analysis of the sewer system in a memorandum prepared in early 2007.

Collection & Transmission

The Everson sewer system includes a collection and transmission system that serves all of the incorporated portions of the city except for a small number of residential customers and one industrial customer located on Mission Road. The City operates a system of sewer lift stations that direct sewage to the Everson sewage treatment plant. Sewage from the City of Nooksack is also transmitted to the Everson treatment plant through a system of lift stations.

Treatment

The Everson sewage treatment plant has a capacity of 440,000 gallons per day (gpd). Of this total Everson owns two-thirds or 294,800 gpd. According to the 2007 memorandum prepared by Wilson Engineering, at that time the City had 222 ERUs of capacity available in the treatment plant. Although this amount of capacity is sufficient to serve the majority of growth anticipated within the existing City limits, it is insufficient to meet the anticipated demands to 2029 as seen on Table 46. Depending on the rate of growth, the available capacity is sufficient to accommodate approximately 8 to 12 years of residential growth. Therefore, expansion of the treatment plant will be necessary. The City is beginning work on a sewer comprehensive plan that will address future needs at least through 2029. This plan will be developed in conjunction with the City of Nooksack and will be funded in part through the Community Development Block Grant program.

Improvements and Financing

All system extensions necessary to serve new development will be provided by developers. The City may participate in constructing a new east-west connector to serve the City’s industrial zone and would need to access Community Economic Revitalization Board (CERB) and Economic Development Initiative (EDI) funding at that time. The City also has planned to extend the sewer system to serve the residential area along Mission Road as part of the Mission Road Phase 3 project. Funding for this project has not yet been identified. It is recognized by the City that expansion of the sewage treatment plant will require the City to secure major sources of funding, primarily low-interest loans. The Everson Comprehensive Plan
shows the locations of some but not all of the system extensions necessary to serve new development in the Everson UGA. The City has identified creation of a comprehensive sewer plan as a key project in the City's future plans for sewers (personal email communication, Erin Osborn to Matt Aamot, July 14, 2009).

City of Ferndale
The City of Ferndale provides sewer service inside the City limits, and plans to provide service to areas within the UGA as they are annexed to the City. The City also serves two areas outside the UGA, east of the City, but has no plans to expand service in these areas. The LOS analysis in Table 45 indicates that the City would experience a sewage treatment capacity surplus in 2015. The LOS analysis in table 46 indicates that the City would experience a sewage treatment deficit by 2029 if no improvements were made to the wastewater treatment plan. However, the City has plans to expand wastewater treatment capacity (City of Ferndale Comprehensive Sewer Plan, 2011, Exhibit H). Implementation of the Sewer Plan will increase the capacity of the wastewater treatment plan from 3.23 MGD to 6.37 MGD (p. 13). This will increase the capacity by 3.14 MGD and address the deficit that would occur if no capacity improvement were planned. Ferndale's Comprehensive Sewer Plan states that the “City’s existing sewer collection and treatment systems have sufficient capacity (with planned improvements) to provide sewer service to growth within the City limits and UGA for the next twenty years” (p. 26).

City of Lynden
The City of Lynden General Sewer Plan (BHC Consultants 2007) indicates that the city provides service to areas within the city limits, and will provide future service to areas within its UGA. The Sewer Plan indicates future sewer trunk lines to serve areas of the city and UGA not currently served (BHC Consultants 2007). The sewer plan provides for a sewer system population of 18,235 people by 2024, which is greater than the 16,790 anticipated by 2029 under this CFP. The LOS analysis in Table 46 above indicates a small sewage treatment reserve in 2029 with existing sewage treatment capacity. The city’s General Sewer Plan anticipates planning for additional sewage treatment capacity in 2019. A series of pump station and force main improvements are planned as part of the city sewer system’s capital improvement plans to maintain system capacity within the planning period.

City of Nooksack
The City of Nooksack does not have a sewer comprehensive plan. The Nooksack sewer system was addressed in the 2004 update of the Nooksack comprehensive plan in the Capital Facilities Element. Wilson Engineering also provided an analysis of the Nooksack sewer system in a memorandum prepared in early 2007.

Collection & Transmission
The City of Nooksack maintains a system of collection and transmission pipes and four sewer lift stations that direct sewage to the Everson sewage treatment plant.

Treatment Capacity
The Everson sewage treatment plant has a total capacity of 440,000 gallons per day (gpd). Of this total, Nooksack owns one-third, which equals 145,200 gpd. The 2007 memorandum prepared by Wilson
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Engineering states that the City of Nooksack had 230 additional ERUs available. The available capacity is insufficient to meet the growth anticipated in this CFP. Available ERUs appear to be sufficient to accommodate anticipated growth over the next 13 to 15 years. Expansion of the Everson sewage treatment plant will be necessary to accommodate some of the growth that will occur outside of current city limits.

Improvements and Financing

All system extensions necessary to serve new development will be provided by developers. It is recognized by the City that expansion of the Everson sewage treatment plant will require the City to secure major sources of funding, primarily low-interest loans. The Nooksack Comprehensive Plan does not show the locations of system extensions necessary to serve new development in the Nooksack UGA. The City has identified creation of a comprehensive sewer plan in conjunction with the City of Everson comprehensive sewer plan project as a key project in the City’s future plans for sewers (personal email communication, Erin Osborn to Matt Aamot, July 14, 2009).

City of Sumas

The City of Sumas does not have a comprehensive sewer plan. The Sumas sewer system was addressed in the 2004 update of the Sumas Comprehensive Plan. The Sumas Comprehensive Plan addresses the 20-year period from 2004 through 2024 including a 2024 population of 1,750.

Collection & Transmission

The City of Sumas owns and maintains a sewage collection and transmission system that includes gravity sewer lines and a small number of sewer lift stations. The Sumas system directs sewage to a discharge into the City of Abbotsford system in British Columbia, Canada.

Treatment

The City has an ongoing contract with the City of Abbotsford to receive and treat sewage collected in Sumas. This contract provides for the receipt and treatment of a maximum volume of 400,000 gallons per day through December 31, 2028. Discharges from the Sumas system are metered on a daily basis. A review of City records from February 2009 indicates that typical maximum effluent levels are approximately 270,000 gallons per day total. One-third of the City’s total maximum daily discharge is generated by a single industrial customer. Using the conversion factor of 300 gallons per day per equivalent residential unit (ERU), the total contract amount equates to 1,333 ERUs. The available capacity of 130,000 gallons per day is equivalent to approximately 433 ERUs. Excluding the one large industrial customer, which generates the equivalent of 300 ERUs, leaves an available capacity of 1,033 ERUs for the remainder of the City. This available capacity equals a 72% increase over the current City typical maximum daily volume of 180,000 gallons per day or 600 ERUs (e.g., maximum daily volume without considering the single large industrial use). This CFP assumes a population increase from 1,279 to 2,080 along with a comparable level of employment, representing a 63% increase through 2029. On this basis it appears that Sumas has sufficient sewer service capacity to meet its needs through 2029.
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Improvements and Financing

All system extensions necessary to serve new development will be provided by developers. The City has recently completed a sewer lift station that was designed to be deep enough to receive gravity flows from all of the currently designated areas within the Sumas unincorporated UGA. No additional major City-funded improvements to the sewer system are anticipated at this time. The Sumas Comprehensive Plan shows the locations of sewer main extensions necessary to serve new development in the Sumas UGA.

Lake Whatcom Water and Sewer District (Formerly Water District 10)

Lake Whatcom Water and Sewer District includes areas within Bellingham’s UGA and rural areas surrounding Lake Whatcom within its sewer service area. The district relies upon the City of Bellingham’s sewer system for treatment capacity. As noted in Tables 46 and 47 above, the sewer district’s contract with City of Bellingham provides adequate treatment capacity through both 2015 and 2029.

The district plans sewer extensions to newly developing areas on an as-needed basis. The 2007 Lake Whatcom Sewer Plan identifies several future service extensions to serve vested developments, including a handful of vested lots located within the district’s boundaries, but outside of the UGA. The 2007 Plan notes a number of collection system improvements, including upgrades to various district pumping stations.

Water District 13

Water District 13, serving provides sewer service to a portion of the Columbia Valley UGA, is expected to experience a sewage treatment deficit in 2029 based upon information provided in the Foothills Subarea Plan Final SEIS, December 2008 (pages 83-89). Water District 13 has the existing capacity for approximately an additional 197 sewer service connections. Based upon projected increases in the number of households by 2029, Water District 13 will experience a sewer capacity deficit. The water district is currently updating its Comprehensive Sewer Plan. It is expected that Water District 13 will need to address expected sewage capacity issues based on this CFP’s growth projections. The LOS analysis in Table 45 indicates that the District would experience a sewage treatment capacity surplus in 2015. The LOS analysis in table 46 indicates that the District would also experience a sewage treatment surplus in 2029. However, the District plans to make improvements to the wastewater treatment plant and other components of the system over the 20-year planning period (Water District No. 13 Comprehensive Sewer Plan, 2012, pp. 7-10 and 7-11). Evergreen Water and Sewer District 19, The Columbia Valley Water District, which provides water service to a portion of the Columbia Valley UGA, currently does not provide sewer service. As noted in the Draft Foothills Subarea Plan (May 2011, p. 12-5 October 2007; page 116), in the future Water District 13 may contract with its neighboring water district to provide sewer service to the portion of the Columbia Valley UGA served by the Columbia Valley Water District Evergreen Water and Sewer District 19.

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1 Refers to the UGA approved by Whatcom County as of the 2004 County Comprehensive Plan. UGA boundaries have decreased with the 2009 Whatcom County Comprehensive Plan.
**Sewer System Capital Projects and Financing**

Sewer providers have identified capital projects as noted in Table 48 below, broken down by service provider, to accommodate the future needs of sewer service in the County. Specific revenue sources are not identified for the non-County service providers included in Table 48 below. Sewer providers obtain their revenue from a variety of sources, including but not limited to service charges, connection fees, and grants, as noted at the beginning of this section.

**Table 48. Sewer Projects**

<table>
<thead>
<tr>
<th>Project Costs/Revenue (thousands $)</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016-2029</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wastewater Treatment Plant Phase 1 and 2 Improvements</td>
<td></td>
<td></td>
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<tr>
<td>Cost</td>
<td>5,990</td>
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<td>16,340</td>
<td>28,250</td>
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<td>Priority 1 and 2 Collection System Improvements</td>
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<td></td>
</tr>
<tr>
<td>Cost</td>
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<td>9,780</td>
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<tr>
<td>Infiltration &amp; Inflow (I&amp;I) Study</td>
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<td></td>
<td>520</td>
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<td>I &amp; I Improvements</td>
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<td>1,286</td>
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<td>1,838</td>
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<td>1,974</td>
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<td>Wastewater Treatment Plant New Process Water</td>
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<td>Wastewater Treatment Plant - 2 new oxidation ditches</td>
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<td>Project Costs/Revenue (thousands $)</td>
<td>2010</td>
<td>2011</td>
<td>2012</td>
<td>2013</td>
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<td>2016-2029</td>
<td>Total</td>
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<tr>
<td>Westwasser Treatment Plant – New Flow Split Structures</td>
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<tr>
<td>Westwasser Treatment Plant – Upgrade Aerobic Digesters</td>
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<td></td>
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<td>Westwasser Treatment Plant –Convert to Digestion</td>
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<td>309</td>
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<td>Cost</td>
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## Exhibit C – 20-Year CFP (Sewer)

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## Exhibit C – 20-Year CFP (Sewer)
### Planning Commission Recommended Version September 27, 2012

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### Exhibit C – 20-Year CFP (Sewer)

Planning Commission Recommended Version September 27, 2012

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### Exhibit C – 20-Year CFP (Sewer)
Planning Commission Recommended Version September 27, 2012

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## Exhibit C – 20-Year CFP (Sewer)
Planning Commission Recommended Version September 27, 2012

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### Exhibit C – 20-Year CFP (Sewer)
Planning Commission Recommended Version September 27, 2012

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### Exhibit C – 20-Year CFP (Sewer)
Planning Commission Recommended Version September 27, 2012

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**Water District 13**

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### Exhibit C – 20-Year CFP (Sewer)
Planning Commission Recommended Version September 27, 2012

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### Exhibit C – 20-Year CFP (Sewer)

Planning Commission Recommended Version September 27, 2012

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1. Collection system improvements includes: remote wet weather facility and priority 1, 2, 3 collection system improvements.
2. City of Blaine 2005 Sewer System Plan. Note: Plan only shows projects in individual years from 2005-2010, and in a lumped group 2011-2025. All projects shown in 2011 are projects included in the 2011-2025 timeframe.
4. See the City of Ferndale Comprehensive Sewer Plan (2011) for more detailed information on these projects.
5. No projects noted per personal communication (email) from Erin Osborn to Matt Aamot, July 14, 2009.
6. See the Water District No. 13 Comprehensive Sewer Plan (2012) for more detailed information on these projects. Water District No. 13 is in the process of updating its comprehensive sewer plan at time of this plan's development (2009).
Draft
Exhibit D

Whatcom County 20-Year Capital Facilities Plan Amendments
(Fire Protection Provisions)

NOTE: For brevity and ease in viewing the proposed changes, portions of the Whatcom County 20-Year Capital Facilities Plan that are not being modified by this ordinance are not shown below. The text and maps that are not shown below are retained as previously adopted.
Amend the “Executive Summary” of the Whatcom County 20-Year Capital Facilities Plan (Whatcom County Comprehensive Plan Appendix E) as follows:

Fire Protection

Most fire districts in Whatcom County do not have their own adopted capital facility plans. In some cases, districts have recently been reorganized or consolidated into fire protection authorities. However, the cities of Bellingham and Lynden fire departments both have adopted capital facilities plans, and North Whatcom Fire and Rescue, Fire District 7 and Fire District 14 have recently adopted CFPs addressing their facility needs.

Whatcom County adopted a level of service standard in 2011 based upon response times and fire ratings. There will necessarily be a transition period in which the County will work with the fire districts to develop or amend CFPs in accordance with the new county-wide LOS standards. For capital facility planning purposes, fire districts that have not yet developed or amended CFPs in accordance with the County’s adopted LOS standards are evaluated under a square feet per emergency incident method of calculating LOS.

The square feet per emergency incident method is utilized for fire protection LOS analysis in this CFP for fire districts that have not yet developed or updated their plans to address the county-wide LOS standards adopted by the County in 2011. Based upon information provided by the County Fire Marshal’s Office, all five fire districts serving urban areas that were evaluated under the incident per square foot method are expecting to have a future deficit in capital facilities by 2029. Most fire districts serving rural areas are also expected to have capital facility deficits by 2029 based on this analysis. The exceptions are Fire District 18 and Fire District 5 both of which show small facility surpluses in 2029.

The County adopted county-wide fire level of service standards based upon response times and fire ratings in 2011. The Fire District 7 and Fire District 14 CFPs were developed to meet the new LOS standards. The County may incorporate by reference fire district CFPs as they are adopted or amended in accordance with the new county-wide LOS standards. The Capital Facilities Implementation section of this CFP identifies measures that service providers without adopted or amended CFPs can take to address any identified deficiencies.

NOTES: “CFP” means capital facilities plan and “LOS” means level of service.
Fire Protection

Overview

The County is served by 15 different fire departments or districts, 13 of which serve unincorporated portions of the County:

- City of Bellingham
- City of Lynden
- Fire District 1
- Fire District 4
- Fire District 5
- Fire District 7
- Fire District 8
- Fire District 11
- Fire District 14
- Fire District 16
- Fire District 17
- Fire District 18
- Glacier Fire District 19
- North Whatcom Fire and Rescue (Fire District 21)
- South Whatcom Fire Authority

The cities of Bellingham and Lynden have their own fire departments. Fire District 7 serves the City of Ferndale and the Cherry Point UGA. North Whatcom Fire and Rescue (Fire District 21) serves the City of Blaine and the Birch Bay UGA. Fire District 14 serves the City of Sumas and the Columbia Valley UGA. Fire District 1 serves the cities of Everson and Nooksack.

Each city and fire protection district is assigned a numeric fire protection rating (a Class 1 rating is considered best) by the Washington Surveying and Ratings Bureau. Insurance companies fund the Bureau to perform on-site inspections of fire districts to determine the rating. The Bureau analyzes five areas: average response time, water supply, communication network, schedule of fire inspections, and existing conditions of fire stations. Fire station evaluations focus on the age of vehicles, amount of personnel training, and whether the facilities are staffed or not. Insurance companies use the fire protection rating to help determine insurance rates on all fire insurance policies. Quality of fire service can have a significant impact on fire insurance rates with the greatest impact experienced by commercial occupancies.

In addition to fire protection services, the agencies listed here provide responses to medical emergencies. In fact, EMS calls account for 75% of the responses by most fire protection agencies.

A countywide 911 dispatch system is jointly operated by the City of Bellingham Fire and Police Departments and administered by a countywide governmental board called “What-Comm Administrative Board” (Boyd pers. comm.).
Inventory of Current Facilities

Table 74 summarizes the capital facilities for each fire district. It also includes each district’s fire rating and service population. Unless otherwise stated, the 2008 population is based on estimates prepared for the CFP update process.

<table>
<thead>
<tr>
<th>Fire Protection Provider</th>
<th>Number of Stations</th>
<th>Fire Rating ¹</th>
<th>Fire Units ²</th>
<th>EMS Services (Y/N)</th>
<th>Service Area Population (2008)</th>
<th>Serves UGA (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bellingham</td>
<td>8</td>
<td>3</td>
<td>22</td>
<td>Y</td>
<td>78,500</td>
<td>Y</td>
</tr>
<tr>
<td>City of Lynden</td>
<td>1</td>
<td>5</td>
<td>6</td>
<td>Y</td>
<td>11,350</td>
<td>Y</td>
</tr>
<tr>
<td>North Whatcom Fire &amp; Rescue (District 21)</td>
<td>10 ⁴</td>
<td>N/A</td>
<td>32</td>
<td>Y</td>
<td>28,246 ⁵</td>
<td>Y</td>
</tr>
<tr>
<td>Fire District 1</td>
<td>2</td>
<td>81⁶</td>
<td>10</td>
<td>Y</td>
<td>8,460</td>
<td>Y</td>
</tr>
<tr>
<td>Fire District 4</td>
<td>3</td>
<td>6</td>
<td>13</td>
<td>Y</td>
<td>8,600 ⁸</td>
<td>Y</td>
</tr>
<tr>
<td>Fire District 5</td>
<td>2</td>
<td>6</td>
<td>6</td>
<td>Y</td>
<td>1,370</td>
<td>N</td>
</tr>
<tr>
<td>Fire District 7</td>
<td>6</td>
<td>6/6⁹</td>
<td>24</td>
<td>Y</td>
<td>19,530</td>
<td>Y</td>
</tr>
<tr>
<td>Fire District 8</td>
<td>4</td>
<td>N/A</td>
<td>N/A</td>
<td>Y</td>
<td>6,240</td>
<td>Y</td>
</tr>
<tr>
<td>Fire District 11</td>
<td>1</td>
<td>8</td>
<td>5</td>
<td>Y</td>
<td>1,610</td>
<td>N</td>
</tr>
<tr>
<td>Fire District 14</td>
<td>3</td>
<td>6-10¹⁰¹¹</td>
<td>22</td>
<td>Y</td>
<td>9,8307,262¹²</td>
<td>Y</td>
</tr>
<tr>
<td>Fire District 16</td>
<td>3</td>
<td>N/A</td>
<td>N/A</td>
<td>Y</td>
<td>1,160</td>
<td>N</td>
</tr>
<tr>
<td>Fire District 17</td>
<td>2</td>
<td>6</td>
<td>8</td>
<td>Y</td>
<td>1,520</td>
<td>N</td>
</tr>
<tr>
<td>Fire District 18</td>
<td>2</td>
<td>N/A</td>
<td>N/A</td>
<td>Y</td>
<td>2,460</td>
<td>N</td>
</tr>
<tr>
<td>Glacier Fire District 19</td>
<td>1</td>
<td>7</td>
<td>4</td>
<td>Y</td>
<td>1,630</td>
<td>N¹¹</td>
</tr>
<tr>
<td>South Whatcom Fire Authority</td>
<td>6</td>
<td>N/A¹²</td>
<td>26</td>
<td>Y</td>
<td>13,000¹³</td>
<td>Y</td>
</tr>
</tbody>
</table>

N/A = Not Available; Y/N = Yes or No

1. Fire rating is based upon the Washington Surveying and Ratings Bureau (WSRB). Insurance companies use the Bureau's ratings to help determine insurance rates on all fire insurance policies.
2. Fire units include fire and/or emergency response units such as fire engines, water tenders, and medic units.
3. Two of the 8 stations are medic stations that serve unincorporated areas of the County, one serving northwest and the other north and east of the Bellingham city limits. Station 1 also houses the countywide fire/EMS dispatch center. (Boyd, Bill, Fire Chief, Bellingham Fire Department, personal communication, April 14, 2009 email.)
4. Includes 3 career fire stations and 7 volunteer fire stations. Source: North Whatcom Fire and Rescue Capital Facilities Plan, August 2009, Exhibit 1).
6. This indicates a tanker rating, which means that the rating is achieved through additional water for fire flow provided from tanker trucks (Personal email communication from Erin Osborn to Matt Aamot, July 14, 2009).
7. Per email communication from Erin Osborn to Matt Aamot (July 14, 2009), this figure includes 3 fire engines with 1,000 gallon water tanks, 2 tanker trucks with 3,000 gallon capacity (water delivery at 1,000 gallons per minute), 3 aid cars, and 2 rescue boats.
8. Personal communication, Email from Bill McLaughlin to Matt Aamot, on February 25, 2009.
9. Fire rating for Cherry Point is 6 and fire rating for Ferndale is 5 (Personal communication between Gary Russell and Alex Cleanthous, July 1, 2009)
10. The WSRB ratings vary within Fire District 14 from 8 (in Surnas) to 10 (in oulying areas), depending on location and type of structure.
11. Although Glacier Fire District 19 does not specifically serve the Columbia Valley UGA, it is part of a mutual aid agreement that would provide back-up to Fire District 14 which does include the Columbia Valley UGA within its service area.
Level of Service Capacity Analysis

Methods that can be used to determine LOS for fire districts include square feet per emergency incident, response time and fire ratings. Whatcom County adopted a LOS standard tied to response time and fire ratings in 2011. Fire district capital facility plans submitted in 2011 or later will be reviewed against the new county-wide LOS standards. For capital facility planning purposes, a method that ties fire and EMS response incidents to projected population, employment, and/or land use (square feet per incident) is being utilized for fire districts until they develop new capital facility plans that meet the adopted County LOS standard.

Whatcom County will consider adoption of fire district capital facility plans by reference into the Whatcom County Comprehensive Plan, as they are approved by the districts.

Square Feet per Incident

This Capital Facilities Plan will rely on analysis based on a square feet per incident for fire districts that have not yet adopted or revised their capital facility plans to meet the County LOS standard. The methodology in the plan is based upon review of records received from the Whatcom County Fire Marshal’s Office for Fire Districts. These records include 2008 existing square feet of fire district facilities, and calls for fire and aid service for the years 2006-2008 were used to provide average annual calls for service per district. This information and a LOS methodology are outlined in Table 75 below.

A review of the Fire District LOS analysis provided in Table 76a below indicates that all districts serving urban growth areas that were evaluated under the square feet per incident method would have a fire facility deficit by 2029, if new facilities were not added.
Table 75. Level of Service Standard for Fire Districts: Square Feet per Incident

<table>
<thead>
<tr>
<th>Fire District</th>
<th>Total Facility Size (2006) (Square Feet)</th>
<th>Average Annual Calls For Fire and Aid Service (2006-2008)</th>
<th>Square Feet Per Incident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Districts serving UGA and Rural Areas</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire District 1</td>
<td>17,008</td>
<td>682.3</td>
<td>24.93</td>
</tr>
<tr>
<td>Fire District 4</td>
<td>25,314</td>
<td>531.3</td>
<td>47.64</td>
</tr>
<tr>
<td>Fire District 8</td>
<td>28,460</td>
<td>1,025.3</td>
<td>27.76</td>
</tr>
<tr>
<td>Fire District 44</td>
<td>48,490</td>
<td>742.0</td>
<td>24.63</td>
</tr>
<tr>
<td>North Whatcom Fire and Rescue</td>
<td>72,422</td>
<td>2,302.3</td>
<td>30.66 (^1)</td>
</tr>
<tr>
<td>South Whatcom Fire Authority</td>
<td>35,418</td>
<td>734</td>
<td>48.25</td>
</tr>
<tr>
<td>Districts serving only Rural Areas</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire District 5</td>
<td>8,250</td>
<td>134.0</td>
<td>61.57</td>
</tr>
<tr>
<td>Fire District 11</td>
<td>4,200</td>
<td>60.67</td>
<td>69.23</td>
</tr>
<tr>
<td>Fire District 15</td>
<td>9,100</td>
<td>121.3</td>
<td>75.0</td>
</tr>
<tr>
<td>Fire District 17</td>
<td>6,892</td>
<td>89.7</td>
<td>76.66</td>
</tr>
<tr>
<td>Fire District 18</td>
<td>5,400</td>
<td>118.7</td>
<td>45.51</td>
</tr>
<tr>
<td>Fire District 19</td>
<td>3,600</td>
<td>84.0</td>
<td>42.86</td>
</tr>
</tbody>
</table>

\(^1\) North Whatcom Fire and Rescue prepared a draft Capital Facilities Plan (undated) that was reviewed and evaluated as part of the preparation of the Capital Facilities Plan. This undated version of the District’s draft CFP included a square foot per incident measurement as one of many factors reviewed in evaluating the District’s ability to respond to emergency incidents, whether fire or medical (Square feet per incident for North Whatcom Fire and Rescue was listed as 35.64 in the undated draft). Since that time, North Whatcom Fire and Rescue has prepared and adopted an updated Capital Facilities Plan (dated August 15, 2009) which does not utilize a square footage per incident analysis. The updated methodology relies on response time and fire station geographic coverage to arrive at a number of stations and apparatus needed to maintain recent rates to existing development. Most fire districts in Whatcom County do not currently have this information. For this reason, and to ensure consistency of analysis, the North Whatcom Fire and Rescue Square Feet per Incident in Table 75 utilizes the information obtained from the Whatcom County Fire Marshal’s Office.


Table 76a indicates that all fire districts serving urban growth areas that were evaluated under the square feet per incident method are projected to experience deficits in 2029. With the exception of Fire District 4, all fire districts serving urban areas also have higher fire facility deficits than their rural counterparts in 2029. All rural fire districts, with the exception of Fire Districts 5, and 18 are expected to have facility deficits in 2029. All fire districts can reduce these anticipated fire facility deficits with capital facility projects that maintain or replace facilities and equipment in the 2009-2029 planning period.

Response Time/Fire Rating

Whatcom County adopted the following level of service standards in 2011:

Urban levels of service for fire protection shall be a response time of 8 minutes 80% of the time when the department covering the urban area has staffed the fire station. When the fire station is not staffed the response time shall be 10 minutes 80% of the time, or a WSRB Rating of a 6.
Rural levels of service for fire protection shall be a response time of 12 minutes 80% of the time when the department covering the urban area has staffed the fire station. When the fire station is not staffed the response time shall be 14 minutes 80% of the time, or a WSRB Rating of an 8.

Staffed stations shall be a fire station that is staffed 24 hours a day 7 days a week 365 days a year. Staff may be paid, volunteer, or combination of the two.

There will necessarily be a transition period in which the County will work with fire districts to develop capital facility plans that meet the adopted LOS standards. Fire district capital facility plans that have been developed utilizing the County LOS are shown in Table 76b below.

Table 76a. Fire District Level of Service Analysis-Square Feet Per Incident

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire District 1</td>
<td></td>
<td></td>
<td>24.93</td>
<td>17,008</td>
<td>0.08</td>
<td>662.3</td>
<td>Fire District 1</td>
</tr>
<tr>
<td>Fire District 4</td>
<td></td>
<td></td>
<td>24.63</td>
<td>28,460</td>
<td>0.17</td>
<td>1,025.3</td>
<td>Fire District 8</td>
</tr>
<tr>
<td>Fire District 14</td>
<td>4</td>
<td></td>
<td>24.63</td>
<td>18,492</td>
<td>0.07</td>
<td>747.0</td>
<td>Fire District 14</td>
</tr>
<tr>
<td>North Whatcom Fire and Rescue</td>
<td></td>
<td></td>
<td>30.66</td>
<td>72,422</td>
<td>0.10</td>
<td>2,362.3</td>
<td>North Whatcom Fire and Rescue</td>
</tr>
<tr>
<td>South Whatcom Fire Authority 4</td>
<td></td>
<td></td>
<td>48.25</td>
<td>35,418</td>
<td>0.05</td>
<td>734</td>
<td>South Whatcom Fire Authority 4</td>
</tr>
<tr>
<td>Fire District 5</td>
<td></td>
<td></td>
<td>61.57</td>
<td>8,250</td>
<td>0.07</td>
<td>134.0</td>
<td>Fire District 5</td>
</tr>
<tr>
<td>Fire District 11</td>
<td></td>
<td></td>
<td>69.23</td>
<td>4,200</td>
<td>0.04</td>
<td>60.67</td>
<td>Fire District 11</td>
</tr>
<tr>
<td>Fire District 16</td>
<td></td>
<td></td>
<td>75.0</td>
<td>9,100</td>
<td>0.12</td>
<td>121.3</td>
<td>Fire District 16</td>
</tr>
<tr>
<td>Fire District 17</td>
<td></td>
<td></td>
<td>76.86</td>
<td>6,892</td>
<td>0.06</td>
<td>89.7</td>
<td>Fire District 17</td>
</tr>
<tr>
<td>Fire District 18</td>
<td></td>
<td></td>
<td>45.51</td>
<td>5,400</td>
<td>0.05</td>
<td>118.7</td>
<td>Fire District 18</td>
</tr>
<tr>
<td>Fire District 19</td>
<td></td>
<td></td>
<td>42.86</td>
<td>3,600</td>
<td>0.05</td>
<td>84.0</td>
<td>Fire District 19</td>
</tr>
</tbody>
</table>

1 Fire districts that have not developed capital facility plans that incorporate the county-wide level of service standard for fire protection, adopted in 2011, are included in Table 76a. The steps used to calculate the results are as follows:
   b) Determine square feet per incident: Current square footage of fire stations supplied by Whatcom County Fire Marshal / Average calls for service 2006-2008
   c) Calculate 2029 incidents: Future 2029 population of each district (Appendix D) x incidents per capita
   d) Calculate square footage required: 2029 estimated incidents x Square feet per incident
   e) Compare to square footage available: 2006 inventory of fire station square footage supplied by Whatcom County Fire Marshal
   f) Calculate Reserve (Deficit): Square footage available - square footage required

2 The district's own population estimate of 2008 population (28,246) is higher and was developed based on 2000 U.S. Census calculation of district population plus the City of Blaine, which annexed to the district in 2004 (District Plan, p. 6). Population estimates prepared for
Exhibit D – 20-Year CFP Amendments (Fire Protection)
Planning Commission Recommended Version September 27, 2012

the CFP analysis indicate a lower population including Blaine of 23,670. If assuming the higher population, the incident per capita would be 0.08. For a conservative analysis the higher 0.10 rate was applied to the future growth numbers. If using the Districts 2008 population as a base and the net increase of each alternative, the results would be 15% lower than the square footage estimates above.

3 North Whatcom Fire and Rescue prepared a draft Capital Facilities Plan (undated) that was reviewed and evaluated as part of the preparation of the Capital Facilities Plan. This undated version of the District’s draft CFP included a square foot per incident measurement as one of many factors reviewed in evaluating the District’s ability to respond to emergency incidents, whether fire or medical (Square feet per incident for North Whatcom Fire and Rescue was listed as 38.84 in the undated draft). Since that time, North Whatcom Fire and Rescue has prepared and adopted an updated Capital Facilities Plan (dated August 15, 2009) which does not utilize a square footage per incident analysis. The updated methodology relies on response time and fire station geographic coverage to arrive at a number of stations and apparatus needed to maintain recent ratios to existing development. Most fire districts in Whatcom County do not currently have this information. For this reason, and to ensure consistency of analysis, the North Whatcom Fire and Rescue Square Feet Per Incident in Tables 75 and 76 utilizes the information obtained from the Whatcom County Fire Marshal’s Office.

4 If using these Districts own 2008 population estimates, the incidents per capita would be higher (incidents per capita divided by smaller population). The facility deficits would be approximately 10% higher for Fire District 4, 28% higher for Fire District 14, and 6% higher for the South Whatcom Fire Authority.


Table 76b. Fire District Level of Service Analysis – Response Time/Fire Rating

<table>
<thead>
<tr>
<th>Fire District</th>
<th>WSRB Rating Standard</th>
<th>Response Time Standard</th>
<th>Meets Adopted LOS?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Districts serving UGA and Rural Areas</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire District 7</td>
<td>6 for the Cherry Point UGA</td>
<td>8 minutes 80% of the time for the Ferndale UGA</td>
<td>Yes²</td>
</tr>
<tr>
<td>Fire District 14</td>
<td>6 for UGAs and 8 for rural areas</td>
<td>10 minutes 80% of the time for the Columbia Valley &amp; Sumas UGAs and 14 minutes 80% of the time for rural areas</td>
<td>Yes³</td>
</tr>
</tbody>
</table>

1 Fire districts that have developed capital facility plans that incorporate the county-wide level of service for fire protection, adopted in May 2011, are included in Table 76b.

2 Table 74 and Whatcom County Fire District No. 7 Capital Facility Plan 2011-2029.

3 Table 74 and Whatcom County Fire District # 14 Capital Facilities Plan (2012).

Capital Projects and Funding

Capital Project Funding

City Fire Departments and Regional Fire Districts usually fund needed capital improvements through a combination of revenue sources. These can include General Fund revenues, excess property tax levies, sales taxes, capital bonds, fire benefit charges, and fire impact fees.

The State of Washington authorizes cities and regional fire districts to levy both “regular” and “special” property taxes to support their operational and capital needs. As part of the regular property tax levy, a fire service provider is authorized to levy a property tax at a total maximum rate of $1.50 per $1,000 of assessed value. However, the total maximum aggregate “regular” property tax levy by all taxing agencies in an area may not exceed $5.60. Occasionally, all local levies will total more than this limit. In this case, “junior” taxing districts, including fire districts, must follow state statute to lower their levy rate so that the total aggregate rate does not exceed the statutory limit. Fire districts may also pass “special” property tax levies for short-term periods without a statutory maximum levy limit.

Table 76b.
An Emergency Medical Service property tax may be levied at a total maximum rate of $0.50 per $1,000 of assessed value. This levy must pass by at least 60% of the vote and must be renewed every six years. These funds can be charged by city fire departments, but not by fire districts.

Fire impact fees may be collected on new residential and commercial development to fund facility improvements necessary to serve that development. These fees are usually charged on an average call percentage basis. Additional comments on capital funding strategies of note are discussed below:

- **Bellingham Fire Department** – The Bellingham Fire Department receives capital dollars from the Medic One Fund, which is funded by a 1% sales tax that can be used for operations or capital; from the first 0.25% of Real Estate Excise Taxes, and from general fund revenues.

- **Lynden Fire Department** – The City of Lynden Fire Department receives capital funding from the general fund and from impact fees. Impact fees for the fire department are project driven, and are expected to pay a set portion of the costs of needed expansion due to growth.

*Capital Projects*

Capital projects for the Bellingham Fire Department, Lynden Fire Department, North Whatcom Fire and Rescue (which serves the Birch Bay and Blaine UGAs), Fire District 7 and Fire District 14 are provided below. The following fire districts do not have approved capital facility plans:

- Fire District 1 (serving the Everson and Nooksack UGAs).

As these districts approve capital facility plans, they will be incorporated by reference into the Whatcom County Comprehensive Plan.

*Table 77. Fire District/Department Capital Projects*¹

<table>
<thead>
<tr>
<th>Project</th>
<th>Costs/Revenue (thousands $)</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016-2029</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bellingham ²</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boat House</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Cost</td>
<td>150</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>150</td>
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</tr>
<tr>
<td>Revenue, REET (1st Quarter)</td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>Classroom/Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost</td>
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<td></td>
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<td>1,000</td>
<td></td>
</tr>
<tr>
<td>Revenue, REET (1st Quarter)</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,000</td>
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<tr>
<td>Broadway Fire Station Upstairs Carpet</td>
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<td>Revenue, REET (1st Quarter)</td>
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<td>Cardiac Monitor/</td>
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<tr>
<td>Project Costs/Revenue (thousands $)</td>
<td>2010</td>
<td>2011</td>
<td>2012</td>
<td>2013</td>
<td>2014</td>
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<tr>
<td>Defibrillator</td>
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<tr>
<td>Revenue</td>
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Planning Commission Recommended Version September 27, 2012

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Planning Commission Recommended Version September 27, 2012

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</table>

1 Specific revenue sources in Table 77 are only provided where identified within the service provider's individual plans.
2 City of Bellingham 2008 Adopted Budget includes Fire Department projects through 2013, while the City of Bellingham Comprehensive Plan Capital Facilities element (Chapter 5) only include fire department projects through 2011. Locations are not provided for projects.
3 City of Lynden Fire Department 2009-2014 Capital Facilities Plan shows projects through 2014. Locations are not provided for projects.
4 North Whatcom Fire and Rescue's August 15, 2009 Capital Facilities Plan identifies cost but does not identify year of funding. Therefore, all project costs are noted only in the Total column. Locations are not provided for new stations, and locations of projects at existing stations are associated with the station number per August 15, 2009 Capital Facilities Plan.
5 Fire District 14's September 2009 Capital Facilities Plan identifies cost but does not identify year of funding for all vehicle replacements. Therefore, project costs that do not have a specific date associated with them or are shown as overdue are noted only in the Total column. (Fire District 14 Capital Facilities Plan, September 2009, Figure 2).

Sources:
For Bellingham Fire: City of Bellingham, 2008 Adopted Budget, Capital Facilities Plan (page 406), and Bellingham Comprehensive Plan, Capital Facilities (Chapter 5), page CF-75.
For Lynden Fire: City of Lynden 2008-2014 Fire Department Capital Facilities Plan

For Fire District 7: Whatcom County Fire District No. 7 Capital Facility Plan 2011-2029 (May 2011)
WHATCOM COUNTY
PLANNING COMMISSION

Capital Facility Planning for the East County

FINDINGS OF FACT AND REASONS FOR ACTION

1. The subject amendments to the Whatcom County Comprehensive Plan are as follows:
   
a. Amending the Whatcom County Comprehensive Plan, Chapter 4 Capital Facilities, to adopt the Water District 13 Comprehensive Sewer Plan and the Fire District 14 Capital Facilities Plan by reference, and make related changes.

   b. Amending the Foothills Subarea Plan to acknowledge that the Water District 13 Comprehensive Sewer Plan and Fire District 14 Capital Facilities Plan have been updated, and make related changes.

   c. Amending the sewer provisions of the Whatcom County 20-Year Capital Facilities Plan.

   d. Amending the fire protection provisions of the Whatcom County 20-Year Capital Facilities Plan.

2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on May 14, 2012.


5. Notice of the Planning Commission hearing and the proposal to amend the Whatcom County Comprehensive Plan was posted on the County website on August 21, 2012.

6. Notice of the Planning Commission hearing and that the proposal had been posted on the County website was sent to the City of Sumas and citizen, media and other groups on the County's e-mail list on August 22, 2012.

7. Notice of the subject amendments was submitted to the Washington State Department of Commerce on September 4, 2012.
8. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on September 14, 2012.

9. The Planning Commission held a public hearing on the subject amendments on September 27, 2012.

10. Pursuant to WCC 2.160.080, in order to approve the proposed comprehensive plan amendments the County 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.
Growth Management Act

11. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.

12. GMA Planning Goal 1 is to “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner” (RCW 36.70A.020(1)).

13. GMA Planning Goal 12 is to “Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards” (RCW 36.70A.020(12)).

14. The subject amendments include updating Whatcom County Comprehensive Plan to incorporate the Water District 13 Comprehensive Sewer Plan. The District serves a portion of the Columbia Valley UGA. The sewer plan supports planned urban growth in the Columbia Valley UGA.

15. The subject amendments include updating Whatcom County Comprehensive Plan to incorporate the Fire District 14 Capital Facilities Plan. The Fire District serves the Sumas UGA, Columbia Valley UGA and surrounding areas. The capital facilities plan supports planned urban growth in the Sumas UGA and Columbia Valley UGA. It also plans rural levels of service for areas outside the UGAs.

16. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include a capital facilities plan element consisting of:

   a. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

   b. A forecast of the future needs for such capital facilities.

   c. The proposed locations and capacities of expanded or new capital facilities.

   d. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.

   e. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.
17. With regard to UGAs, the Growth Management Hearings Board has held that RCW 36.70A.070(3) and RCW 36.70A.110(3), when read together, obligate counties and cities to include in the comprehensive plan’s capital facilities element the proposed locations, capacities, and funding for the 20-year planning period covered by the comprehensive plan (Skagit County Growthwatch v. Skagit County, Case No. 07-2-0002, FDO at p. 17, Aug. 6, 2007).

18. The sewer plan and fire capital facilities plan contain inventories, forecasts of future needs, proposed capital facilities, and financing plans as required by the GMA.

**County-Wide Planning Policies**

19. County-Wide Planning Policy E-4 states “The County shall assure that there are plans to provide appropriate levels of urban facilities and services within non-city Urban Growth Areas. These plans should be developed by special purpose districts . . .”

20. The Columbia Valley UGA is not associated with a city. The Water District 13 Comprehensive Sewer Plan has been formulated to provide sanitary sewer service to the portion of the Columbia Valley UGA within the District’s service area.

21. County-Wide Planning Policy D-1 states “. . . The small cities shall do appropriate planning to ensure adequate distribution of land uses and services at a range of urban densities and zoning classifications.”

22. The Sumas City Planner has participated in process of developing the Fire District 14 Capital Facilities Plan, which serves the City of Sumas and its associated UGA.

23. The Fire District 14 Capital Facility Plan has been formulated to provide urban levels of service to both the Columbia Valley UGA and the Sumas UGA.

**Interlocal Agreements**

24. An interlocal agreement between the City of Sumas and Whatcom County concerning Planning, Annexation and Development within the Sumas UGA was signed in April 2012.

25. There are no provisions in the Whatcom County Comprehensive Plan amendments that are inconsistent with this interlocal agreement.
Further Studies/Changed Conditions

26. The Foothills Subarea Plan was adopted in May 2011. Foothills Subarea Plan Policy U1-D, in Chapter 5, is to “Encourage and facilitate completion of capital facilities planning by special districts, which serve the [Columbia Valley] UGA, by 2012.”

27. Water District 13 and Fire District 14 have studied facilities needed to serve existing and planned development and have formulated new capital facility plans.

28. Further study and formulation of capital facility plans by Water District 13 and Fire District 14 constitute changed conditions that warrant amendments to the Whatcom County Comprehensive Plan.

Public Interest

29. The comprehensive plan amendments will serve the public interest by adopting sewer and fire protection capital facility plans to serve planned growth in the eastern portion of Whatcom County. These special purpose district plans are consistent with the County’s Comprehensive Plan, will enhance provision of public facilities and services, and will not harm resource lands.

Spot Zoning

30. The subject proposal does not involve rezoning property.

CONCLUSIONS

1. The subject comprehensive plan amendments comply with the provisions of the Growth Management Act.

2. The subject comprehensive plan amendments are consistent with the approval criteria of WCC 2.160.080.
RECOMMENDATION

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

1. Exhibit A, amendments to Whatcom County Comprehensive Plan Chapter 4 (Capital Facilities).

2. Exhibit B, amendments to the Foothills Subarea Plan.

3. Exhibit C, amendments to the sewer provisions of the Whatcom County 20-Year Capital Facilities Plan (Appendix E of the Whatcom County Comprehensive Plan).

4. Exhibit D, amendments to the fire protection provisions of the Whatcom County 20-Year Capital Facilities Plan (Appendix E of the Whatcom County Comprehensive Plan).

WHATCOM COUNTY PLANNING COMMISSION

Michelle Luke, Chair

Sam Ryan, Secretary

Date 10-4-12

Date 10-8-12

Commissioners present at the September 27, 2012 meeting when the vote was taken: Ken Bell, Ben Elenbaas, Rod Erickson, John Lesow, Michelle Luke, David Onkels, Jeff Rainey, and Mary Beth Telgrob.

Vote: Ayes: 8, Nays: 0, Abstain: 0, Absent: 1. Motion carried to adopt the above amendments.
NOTE:

Exhibits A-D, which were recommended by the Planning Commission, are attached to the proposed Ordinance to be considered by the County Council in order to avoid redundancy.
Regular Meeting

Call To Order: The meeting was called to order, by Whatcom County Planning Commission Chair, Michelle Luke, in the Northwest Annex Conference Room at 6:30 p.m.

Roll Call
Present: Michelle Luke, John Lesow, Ken Bell, Rod Erickson, David Onkels, Jeff Rainey, Mary Beth Teigrob. Ben Elenbaas in attendance at 6:40 p.m.
Absent: Gary Honcoop,

Staff Present: Sam Ryan, Mark Personius, Matt Aamot, Becky Boxx

Department Update
Sam Ryan introduced Mark Personius, the new Long Range Planning Division Manager. Mark gave an overview of upcoming events at Council, the Rural Element hearing and items that will be coming to the Planning Commission by the end of the year.

Open Session for Public Comment
Greg Brown, Whatcom County: Commented on the performance by the staff and legal council at the September 25th County Council meeting regarding slaughterhouses. He hopes that the events that took place never happen again, as it was quite embarrassing. It appeared legal staff did not know what was going on.

Commissioner Comments
There were no Commissioner comments.

Approval of Minutes of August 9, 2012
Lesow made the following change to page 3, line 10-11 to read: Nays-Elenbaas, Erickson, Honcoop, Lesow, Luke Onkels, Teigrob...... Lesow moved to approve as amended. Erickson seconded. The motion carried.

Public Hearing
File #PLN2012-00004: Amending Whatcom County Comprehensive Plan provisions relating to capital facility planning in the eastern portion of the County. Amendments include adopting by reference and incorporating information from an updated sewer plan serving the Columbia Valley Urban Growth Area (UGA) and a fire capital facilities plan serving the Columbia Valley UGA, Sumas UGA and surrounding areas.

Matt Aamot gave a power point presentation which reviewed the following:
- The Growth Management Act (GMA) states “Ensure that those public facilities and services necessary to support development shall be adequate to serve the development”.
- Comprehensive plans must contain a capital facilities element. This must include:
  o An inventory of existing capital facilities.
  o Forecast of future needs.
Regular Meeting

- Proposed new or expanded facilities.
  - A financing plan.
  - The County Comprehensive Plan-Goal 4H states: "Coordinate with non-county facility providers such as cities and special purpose districts to support the future land use pattern promoted by this plan".
    - Regarding the Fire District 14 plan, there was a committee that worked to develop the draft Capital Facilities Plan, which consisted of a fire district commissioner, the fire district chief, a land owner/developer, a former member of the Foothills Subarea Plan Advisory Committee, the Sumas City Planner, and County staff.
  - The Foothills Subarea Plan-Policy U1-D states: "Encourage and facilitate completion of capital facilities planning by special district, which serve the Columbia Valley UGA, by 2012".
  - The Water District 13 sewer plan was adopted, by the district, in August 2012.
    - The district has 2 wells and 4 monitoring wells.
    - The system was built in 1976-1977. There are 379 connections.
  - The Fire District 14 plan was approved, by the district, in July 2012.
    - There are stations in Sumas, Kendall, and Welcome.
    - In the future plans are a Columbia Valley Satellite station, sleeping quarters at the Kendall Station, and a new Sumas station in approximately 20 years.
  - Proposed Comprehensive Plan amendments are:
    - Adopt the Water District 13 Sewer Plan by reference.
    - Adopt the Fire District 14 Capital Facilities Plan by reference.
    - Delete the statement that impact fees are not available for fire districts.
  - Proposed Foothills Subarea Plan amendments are:
    - Indicate that the Water District 13 Sewer Plan has been updated.
    - Indicate that the Fire District 14 plan has been updated.
  - Proposed amendments to the County 20 year CFP are:
    - Acknowledge the Water District 13 Sewer plan to include the inventory of existing facilities and future projects.
    - Acknowledge the Fire District 14 plan to include the inventory of existing facilities and future projects.

Staff recommends approval of the proposed amendments.

The hearing was opened to the public.

Rob Roy Graham, Whatcom County: Fire District 14 Commissioner. On behalf of the Fire Commissioners he thanked the group of individuals that worked on the Capital Facilities Plan for the district. In particular he thanked Jack Hovenier and Lou Piotrowski. Every investment the district anticipates making was broken down reflecting the impact of the development opposed to normal district requirements. Every attempt was made to make the requested voluntary impact fee truly represent the impact the development will have on the district. The district has an annual budget, based on 2011 figures, of $530,933.00 per year. It is a struggle to maintain three stations on this amount. Recruitment of volunteers continues to be a struggle. An impact fee will help with some of the staffing needs. If normal revenue and impact fees are inadequate the district will turn to other revenue sources including raising the levy rate.
Regular Meeting

Carole McDonald, Whatcom County: Was a member of the Fire District 14 planning committee. She applauded the fire district committee for their hard work.

Lou Piotrowski, Whatcom County: Named the members of the Fire District 14 committee. Rob Roy Graham, Fire Chief Jerry DeBruin, Whatcom County Fire Marshall-Warner Webb, Jack Hovenier, Rollin Harper-City of Sumas Planner, Matt Aamot-PDS, Wain Harrison-PDS, Denise Christenson-Fire District 14, Angie Cain-Fire District Office Commissioner, Sarah Watt-PDS, Sam Ryan-PDS. He thanked them for their work.

Blair Murray, Whatcom County: Thanked the Fire District 14 committee for their work. Noticed the per square foot fee for commercial areas. Would like the Commission to discuss whether the fee will prohibit industrial or commercial development which is needed in the Columbia Valley.

Richard Banel, Whatcom County: Thanked the Fire District 14 committee for their work.

Jack Hovenier, Whatcom County: Stated he was an intervenor in the Urban Growth Area lawsuit as was Fire District 14. It was basically around the issues of capital facilities and fire issues. Because of the legal happenings he and his partner were not able to develop their property. The lawsuits were dropped. Over a three year period there is now a reasonable plan in place. It considers my needs as a developer as well as the community’s needs. Asked the Commission to support the plan.

The hearing was closed to the public.

Work Session

Onkels moved to approve Exhibit A. Lesow seconded. The motion carried.

Onkels moved to approve Exhibit B. Lesow seconded. The motion carried.

Onkels moved to approve Exhibit C. Lesow seconded. The motion carried.

Onkels moved to approve Exhibit D. Bell seconded. The motion carried.

Lesow moved to recommend approval of the staff report and the findings of facts. Bell seconded.

Roll Call Vote: Ayes – Bell, Teigrob, Onkels, Luke, Lesow, Erickson, Rainey, Elenbaas; Nays – 0; Abstain – 0; Absent – Honcoop. The motion carried.

Public Hearing

File #PLN2012-00005: Amending Whatcom County Comprehensive Plan Policy 2Q-3 and Land Use Action Plan item # 28. These Comprehensive Plan provisions indicate that the County is to establish interlocal agreements with service providers, including water and sewer districts, serving unincorporated urban growth areas. The proposal would amend these provisions to establish such interlocal agreements only if appropriate.
RECORD OF PROCEEDINGS OF THE
WHATCOM COUNTY PLANNING COMMISSION
September 27, 2012

Regular Meeting

Matt Aamot presented the staff report.

Currently the Comprehensive Plan contains a policy and action item indicating that the County should have interlocal agreements with service providers that serve unincorporated Urban Growth Areas (UGAs).

The amendments would apply to Comprehensive Plan Policy 2Q-3, which applies to Birch Bay and the Columbia Valley UGAs. The other amendment would apply to Land Use Action Plan #28 which applies to Birch Bay, Columbia Valley and Cherry Point UGAs.

The GMA already requires capital facility planning so the County is incorporating, by reference, water, sewer and fire plans for unincorporated UGAs rather than have the County develop the interlocals.

Interlocal agreements must be mutually agreed upon so the County is proposing that they will be incorporated when appropriate.

Staff recommends approval.

The hearing was opened to the public.

Kathy Berg, Whatcom County: Urged the Commission to approve the staff recommendations.

The hearing was closed to the public.

Bell moved to recommend approval of the staff report, exhibit A and findings of fact. Teigrob seconded.

Roll Call Vote: Roll Call Vote: Ayes – Bell, Teigrob, Onkels, Luke, Lesow, Erickson, Rainey, Elenbaas; Nays – 0; Abstain – 0; Absent – Honcoop. The motion carried.

The meeting was adjourned at 7:42 p.m.

Minutes prepared by B. Boxx.

WHATCOM COUNTY PLANNING COMMISSION ATTEST:

Michelle Luke, Chair

J.E. "Sam" Ryan, Secretary
**WHATCOM COUNTY COUNCIL AGENDA BILL**

**CLEARANCES**  
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**Division Head:**  
- RECEIVED  
- FEB 05 2013  
- WHATCOM COUNTY COUNCIL

**Executives:**  
-  
-  
-  
-  

**TITLE OF DOCUMENT:** 2013 Supplemental Budget Request #3

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

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<th>Should Clerk schedule a hearing?</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.)

Supplemental #3 requests funding from the General Fund:

1. To appropriate $9,438 in the Sheriff’s Office to fund evidence tracking and storage improvements.
2. To appropriate $27,258 in the Sheriff’s Office to fund 2013 Operation Stonegarden FFY 2010 program.
3. To appropriate $39,502 in the Sheriff’s Office to fund 2013 Operation Stonegarden FFY 2011 program.
4. To appropriate $22,573 in the Sheriff’s Office to fund State Homeland Security FFY 2010 program.
5. To appropriate $40,511 in the Sheriff’s Office to fund State Homeland Security FFY 2011 program.

From the Solid Waste Fund:

6. To appropriate $22,000 to fund completion of Cedarville Landfill project.

From the Emergency Management Fund:

7. To appropriate $172,309 in the Sheriff's Office to fund completion of Operation Stonegarden FFY 2010 project from grant proceeds.
8. To appropriate $39,502 in the Sheriff’s Office to fund Operation Stonegarden FFY 2011 transfer from grant proceeds.
9. To appropriate $32,653 in the Sheriff’s Office to fund completion of State Homeland Security Program FFY 2010 project from grant proceeds.
10. To appropriate $40,511 in the Sheriff’s Office to fund State Homeland Security Program FFY 2011 transfer from grant proceeds.

**COMMITTEE ACTION:**  

**COUNCIL ACTION:**  

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<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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ORDINANCE NO.

AMENDMENT NO. 3 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:

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<td>(414,819)</td>
<td>31,438</td>
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In addition, Exhibit B to the 2013-2014 Budget Ordinance entitled "Authorized Positions" should be amended to provide for the following FTE change:

- Correct Exhibit B error to agree with budgeted expenditure authority by moving .05 Special Projects Manager position from Executive to Administrative Services – Administration.

ADOPTED this ____ day of __________________, 2013.

ATTEST:

Dana Brown-Davis, Council Clerk
Kathy Kershner, Chair of the Council

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Jack Louws, County Executive
Date: ____________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

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<td>446,257</td>
<td>(414,819)</td>
<td>31,438</td>
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Memorandum

TO: Jack Louws, County Executive  RECEIVED
FROM: Sheriff Bill Elfo  JAN 28 2013
DATE: January 28, 2013
SUBJECT: Supplemental Budget ID# 1476  JACK LOUWS
2013 Evidence Tracking and Storage Improvements  COUNTY EXECUTIVE

The attached Supplemental Budget requests spending authority for evidence tracking and storage improvements in 2013.

Background and Purpose
It is essential that the Sheriff’s Office maintain efficient storage and inventory of evidence, and we are in critical need of additional evidence storage space. Purchase of equipment and supplies will improve storage space and maximize storage capacity at both evidence storage locations: the evidence room located in the Whatcom County Sheriff’s Office and the evidence building located at the Central Shop complex on Smith Road.

In addition, the Sheriff’s Office currently uses “FileOnQ” software to enter, track, and inventory evidence and all other items taken in by the Sheriff’s Office. The program was purchased in 2004 and upgraded in 2012. Programming service to modify/customize the software for the Sheriff’s Office will improve functionality.

Funding Amount and Source
The Sheriff's Office held an auction in November 2012 to dispose of unclaimed property. Auction proceeds were $9,454. The Sheriff’s Office requests authority to use these proceeds in 2013 for evidence storage improvements.

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

Thank you.

Our Vision: The Office of Sheriff: Dedicated to making Whatcom County the Safest in the State through Excellence in Public Safety.
**Supplemental Budget Request**

**Sheriff**

**Expenditure Type:** One-Time  
**Year:** 2013  
**Priority:** 1  
**Name of Request:** 2013 Evidence Tracking and Storage improvements

---

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

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**Costs:**

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1a. **Description of request:**

Purchase equipment and supplies needed to improve storage space and maximize evidence storage capacity: stainless steel work tables ($707), flat shelf cart ($326), bins on wheels/laundry carts ($761), marijuana drying racks ($3261), fans ($687), desk/computer hutch ($380), printer ($435), chair ($924), and stackable storage containers ($652).

Programming services ($1305) are needed to modify/customize evidence tracking software to increase functionality.

1b. **Primary customers:**

Sheriff's Office

2. **Problem to be solved:**

The Sheriff's Office is in critical need of additional evidence storage space. Purchase of this equipment will improve storage space and maximize storage capacity at both evidence storage locations: the evidence room located in the Whatcom County Sheriff's Office and the evidence building located at the Central Shop complex on Smith Road.

The Sheriff's Office currently uses "FileOnQ" software to enter, track, and inventory evidence and all other items taken in by the Sheriff's Office. The program was purchased in 2004 and upgraded in 2012. Programming services to modify/customize the software for the Sheriff's Office will improve functionality.

3a. **Options / Advantages:**

Existing evidence area spaces need to be maximized by re-configuring and adding capacity to avoid having to rent additional storage space.

3b. **Cost savings:**

4a. **Outcomes:**

Acquisition and installation of storage systems will improve storage space and maximize evidence storage capacity.

Modifying/customizing evidence tracking software will increase functionality.

4b. **Measures:**
5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
Proceeds from 2012 firearms auction.
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: January 28, 2013
SUBJECT: Supplemental Budget ID #1469
Department of Homeland Security
Operation Stonegarden Program (OPSG) FFY2010 Grant #E12-031

The attached Supplemental Budget requests budget authority for the remaining grant funds in the amount of $27,258 for the Department of Homeland Security, Operation Stonegarden Program FFY2010.

Background and Purpose
The Department of Homeland Security (DHS) awarded Operation Stonegarden Program (OPSG) FFY2010 funds of $793,815 to Whatcom County to enhance law enforcement's preparedness and operational readiness along the international borders of the United States. Of this dollar amount, the Sheriff's Office allocation was $408,000. The Sheriff's Office spent $258,163 of this allocation in 2011 and $122,579 in 2012. The Sheriff's Office anticipates spending the remaining $27,258 on operational overtime and mileage in 2013 prior to the grant expiration date of 06/30/13.

The Sheriff's Office is requesting budget authority for operational overtime and related mileage for this operation.

Funding Amount and Source
Operating Transfer In of $27,258 from WCSO Division of Emergency Management. Funds originate from the Department of Homeland Security Operation Stonegarden Program FFY2010, Federal Grant #E12-031, CFDA #97.067.

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

Thank you.

Our Vision: The Office of Sheriff: Dedicated to making Whatcom County the Safest in the State through Excellence in Public Safety.
1a. Description of request:
The Department of Homeland Security (DHS) awarded Operation Stonegarden Program (OPSG) FFY2010 funds of $793,815 to Whatcom County to enhance law enforcement's preparedness and operational readiness along the international borders of the United States. Of this dollar amount, the Sheriff’s Office was allocated $408,000. The Sheriff’s Office spent $258,163 of this allocation in 2011 and $122,579 in 2012. The Sheriff’s Office anticipates spending the remaining $27,258 on operational overtime (wages & benefits) and mileage. The grant expires 06/30/13.

1b. Primary customers:
The citizens of Whatcom County are the primary customers for this service through increased capability of local law enforcement to secure the international border.

2. Problem to be solved:
Requires expenditure authority to continue work on project deliverables as contracted in this federal grant.

3a. Options / Advantages:
OPSG funds are awarded specifically for projects that will enhance law enforcement's preparedness and operational readiness, projects that would otherwise have to be funded with local monies or eliminated.

3b. Cost savings:
Cost savings to the Whatcom County Sheriff's Office is $27,258.

4a. Outcomes:
Enhanced patrols will be completed per contract specifications and timelines.

4b. Measures:
Whatcom County Sheriff's Office will schedule patrols per contract specifications and timelines and will monitor outcomes using daily activity logs.

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

5b. Name the person in charge of implementation and what they are responsible for:
Undersheriff Jeff Parks will coordinate the project for the Sheriff's Office.
6. Funding Source:
Operating Transfer In from WCSO Division of Emergency Management (DEM). These funds originate from Department of Homeland Security Operation Stonegarden Program FFY2010 Federal Grant Agreement #E12-031, CFDA #97.067. See WCSO DEM Supplemental Budget ID #1464 for corresponding Operating Transfer Out.
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: January 28, 2013
SUBJECT: Supplemental Budget ID #1470
Department of Homeland Security
Operation Stonegarden Program (OPSG) FFY2011 Grant #E12-248

The attached Supplemental Budget requests budget authority for the remaining grant funds in the amount of $39,502 for the Department of Homeland Security, Operation Stonegarden Program FFY2011.

Background and Purpose
The Department of Homeland Security (DHS) awarded Operation Stonegarden Program (OPSG) FFY2011 funds of $757,963 to Whatcom County to enhance law enforcement’s preparedness and operational readiness along the international borders of the United States. Of this dollar amount, the Sheriff’s Office allocation was $140,743. The Sheriff’s Office spent $101,241 of this allocation in 2012 on equipment (mobile data terminals) and anticipates spending the remaining $39,502 on operational overtime and mileage in 2013.

The Sheriff’s Office is requesting budget authority for operational overtime and related mileage for this operation.

Funding Amount and Source

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

Thank you.
Supplemental Budget Request

Sheriff Operations

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Expenditure Type: One-Time

Year 1 2013

Add'1 FTE ☐ Add'1 Space ☐ Priority 1

Name of Request: 2013 Operation Stonegarden FFY2011

Department Head Signature: [Signature]

Date: 1/28/13

Costs:

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Request Total $0

1a. Description of request:

The Department of Homeland Security (DHS) awarded Operation Stonegarden Program (OPSG) FFY2011 funds of $757,963 to Whatcom County to enhance law enforcement's preparedness and operational readiness along the international borders of the United States. Of this amount, the Sheriff's Office allocation was $140,743. The Sheriff's Office spent $101,241 of this allocation in 2012 on Equipment (mobile data terminals). The Sheriff's Office anticipates spending the remaining $39,502 on operational overtime (wages & benefits) and mileage in 2013. The grant expires 06/30/14.

1b. Primary customers:

Citizens of Whatcom County are the primary customers for this service through increased capability of local law enforcement to secure the international border.

2. Problem to be solved:

Expenditure authority is required to begin work on project deliverables as contracted in this federal grant.

3a. Options / Advantages:

OPSG funds are awarded specifically for projects that will enhance law enforcement's preparedness and operational readiness, projects that would otherwise have to be funded with local monies or eliminated.

3b. Cost savings:

Cost savings to Whatcom County Sheriff's Office is $39,502.

4a. Outcomes:

Enhanced patrols will be completed per contract specifications and timelines.

4b. Measures:

Whatcom County Sheriff's Office will schedule patrols per contract specifications and timelines and will monitor outcomes using daily activity logs.

5a. Other Departments/Agencies:

The Whatcom County Sheriff's Office Division of Emergency Management (DEM) administers this federal grant.

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

Undersheriff Jeff Parks will coordinate the project for the Sheriff's Office.

Tuesday, January 22, 2013
Supplemental Budget Request

Sheriff Operations

Supp'l ID # 1470 Fund 1 Cost Center 1003512004 Originator: Dawn Pierce

6. Funding Source:
Operating Transfer In from WCSO Division of Emergency Management (DEM). These funds originate from the Department of Homeland Security (DHS) Operation Stonegarden Program (OPSG) FFY2011 Federal Grant Agreement #E12-248, CFDA #97.067. See WCSO DEM Supplemental Budget ID #1467 for corresponding Operating Transfer Out.

Monday, January 28, 2013
Rpt: Rpt Suppl Regular

340
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: January 28, 2013
SUBJECT: Supplemental Budget ID #1471
Department of Homeland Security
State Homeland Security Program (SHSP) FFY2010

The attached Supplemental Budget requests budget authority for the remaining grant funds in the amount of $22,573 for the Department of Homeland Security State Homeland Security Program FFY2010.

Background and Purpose
The Department of Homeland Security (DHS) awarded State Homeland Security Program (SHSP) FFY2010 funds of $264,408 to Whatcom County to enhance the capability of state and local units of government to prevent, deter, respond to, and recover from catastrophic and/or terrorist incidents. Of this dollar amount, the Sheriff’s Office allocation was $37,080. The Sheriff’s Office spent $14,507 of this allocation in 2012 and anticipates spending $22,573 in 2013 prior to expiration of the grant on 06/30/13.

Funding Amount and Source

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

Thank you.
Supplemental Budget Request

Sheriff

Fund 1

Cost Center 1003512005

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 1 2013

Add'l FTE Add'l Space Priority 1

Name of Request: 2013 State Homeland Security Program FFY10

X

Department Head Signature (Required on Hard Copy Submission)

Date 1/28/13

Costs:

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1a. Description of request:

DATA ENTRY/INFORMATION SHARING. Purchase 15 additional scanner/printer sets at an estimated cost of $9,500 to be issued to patrol deputies for data entry/information sharing and to generate written reports.

MISCELLANEOUS COMMUNICATIONS. Continue satellite bandwidth service from February through June 2013.

COURTHOUSE COMMUNICATIONS PROJECT. Install upgrades to the courthouse radio communications repeater and antenna system to allow for consistent radio communications between first responders, courthouse security deputies, and WhatComm dispatch.

1b. Primary customers:

The primary customers for this service are law enforcement and first responder personnel.

2. Problem to be solved:

DATA ENTRY/INFORMATION SHARING. The Sheriff's Office currently deploys mobile computers with all commissioned personnel. Scanners and printers are also installed in the vehicles to expedite the gathering and sharing of information. Currently, not all patrol deputies and supervisors have this equipment. Additional scanner/printers will equip remaining vehicles with this equipment and provide three or four spare sets in case installed equipment requires immediate replacement. These scanners interface with the new Records Management System (RMS) and allow deputies to quickly enter information into the system and electronically share it with other agencies.

COURTHOUSE COMMUNICATIONS PROJECT. The present radio system in the courthouse is inadequate; there is inconsistent radio transmit and receive capability between radio users and WhatComm dispatch center within the building. Officer safety is substantially lowered for personnel that respond to emergencies and other calls for service. A significant need to upgrade this system exists so that law enforcement personnel can communicate within this building at any time, under any circumstance. This project was not done in 2012 as originally budgeted. Therefore, expenditure authority is needed in 2013 to complete this project prior to expiration of the grant on 06/30/13.

3a. Options / Advantages:

DATA ENTRY/INFORMATION SHARING. This will standardize equipment and process. It will also improve efficiencies and reduce time spent on traffic stops and calls for service.
Supplemental Budget Request

Status: Pending

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</table>

COURTHOUSE COMMUNICATIONS PROJECT. There are no other options to improve the radio communications system within the courthouse. The present vendor installed a like system in the Jail building which greatly improved radio communications in that building and eliminated all radio deficiencies.

3b. Cost savings:

COURTHOUSE COMMUNICATIONS PROJECT. Cost savings would be related to lowering County liability as a result of improving the communications between law enforcement, and ultimately the public, in times of emergency response to the courthouse.

4a. Outcomes:

DATA ENTRY/INFORMATION SHARING. Improved efficiencies in documenting contacts and generating required paperwork. This will expedite the time deputies spend on a contact, allowing them to proactively patrol and respond to calls.

COURTHOUSE COMMUNICATIONS PROJECT. Improved ability to transmit and receive radio communication between law enforcement personnel and WhatComm dispatch.

4b. Measures:

DATA ENTRY/INFORMATION SHARING. Improved efficiencies.

COURTHOUSE COMMUNICATIONS PROJECT. Communication deficiencies would be eliminated.

5a. Other Departments/Agencies:

Whatcom County Sheriff's Office Division of Emergency Management (DEM) administers this federal grant.

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

Undersheriff Jeff Parks will coordinate the project for the Sheriff's Office.

6. Funding Source:

Operating Transfer In from WCSO Division of Emergency Management (DEM). These funds originate from the Department of Homeland Security (DHS) State Homeland Security Program (SHSP) FFY10 Federal Grant #E11-093 CFDA #97.067. See WCSO DEM Supplemental Budget ID#1474 for corresponding Operating Transfer Out.
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: January 28, 2013
SUBJECT: Supplemental Budget ID #1472
Department of Homeland Security
State Homeland Security Program (SHSP) FFY2011

The attached Supplemental Budget requests budget authority for grant funds in the amount of $40,511 for the Department of Homeland Security State Homeland Security Program FFY2011.

Background and Purpose
The Department of Homeland Security (DHS) awarded State Homeland Security Program (SHSP) FFY2011 funds of $121,464 to Whatcom County to enhance the capability of state and local units of government to prevent, deter, respond to, and recover from catastrophic and/or terrorist incidents. Of this dollar amount, the Sheriff’s Office allocation for 2013 is $40,511. The Sheriff’s Office anticipates spending these funds on training, satellite bandwidth service and equipment.

Funding Amount and Source

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

Thank you.
Supplemental Budget Request

Status: Pending

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

Name of Request: 2013 State Homeland Security Program FFY11

Date: 24/13

Department Head Signature (Required on Hard Copy Submission)

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1a. Description of request:

TRAINING. Provide a 3-day Interview and Interrogation training class for Sheriff’s Office and area law enforcement personnel. The cost for a contract class from Wicklander-Zulawski is $11,000.

MISCELLANEOUS COMMUNICATIONS. Continue satellite bandwidth service from July 2013 through January 2014.

PEACEKEEPER UPGRADE. Upgrade a surplus Peacekeeper armored vehicle currently maintained by the Sheriff’s Office. An engine replacement is required to make the vehicle operational. Other upgrades would include visible paint and marking, emergency lighting, and sirens. Estimated cost for the upgrades is $9,000.

EQUIPMENT PURCHASE. Purchase a portable robot and necessary accessories at an estimated cost of $19,000 to enhance patrol/tactical response and negotiations capabilities.

1b. Primary customers:

Law enforcement personnel.

2. Problem to be solved:

TRAINING. The Sheriff’s Office currently has a number of patrol deputies/investigators that have not attended the Interview and Interrogation training. This training is essential and enhances the skills of an investigator, resulting in successful interviews.

PEACEKEEPER UPGRADE. The Sheriff’s Office regularly utilizes armored vehicles to protect responding law enforcement from potential lethal attacks. Upgrades to the Peacekeeper armored vehicle would make it operational and would provide a highly mobile platform that can be operated by any deputy. The armored vehicle would allow for an expedited response in the event of a school shooting, workplace violence or terrorist incident.

EQUIPMENT PURCHASE. The Sheriff’s Office regularly makes high risk entries to secure locations and render scenes safe. This requires deputies and tactical personnel to enter areas and face potential violent attack. The robot would allow law enforcement personnel to view the interior of a location prior to making physical entry. It could also be used by negotiators as a tool to listen to and communicate with a hostage taker or barricaded subject.

3a. Options / Advantages:

Monday, January 28, 2013
Supplemental Budget Request

Sheriff Operations

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<tr>
<td>1</td>
<td>1003513001</td>
<td>Dawn Pierce</td>
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</table>

**3b. Cost savings:**
Cost savings to Whatcom County Sheriff's Office is $40,511.

**4a. Outcomes:**
TRAINING. Deputies and area law enforcement will receive training and the requisite skills of interview and interrogation in May 2013.

PEACEKEEPER UPGRADE. The completed project will consist of an operational, clearly marked armored vehicle to respond to critical incidents with significant risk to innocent citizens and deputies. It is anticipated that the project will be completed by summer 2013.

**4b. Measures:**
TRAINING. Training will enhance the skills of investigators, resulting in successful interviews.

PEACEKEEPER UPGRADE. A readily available, highly mobile armored vehicle that can be operated by any deputy will expedite response time and enhance both officer and public safety in the event of a critical incident.

EQUIPMENT PURCHASE. A robot will increase officer safety, situational awareness, and negotiation capabilities.

**5a. Other Departments/Agencies:**
Whatcom County Sheriff's Office Division of Emergency Management (DEM) administers this federal grant.

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

**6. Funding Source:**
Operating Transfer In from WCSO Division of Emergency Management (DEM). These funds originate from the Department of Homeland Security (DHS) State Homeland Security Program (SHSP) FFY11 Federal Grant #E12-186, CFDA #97.067. See WCSO DEM Supplemental Budget ID#1475 for corresponding Operating Transfer Out.
MEMORANDUM

TO: Jack Louws, County Executive
THROUGH: Frank M. Abart, Director
FROM: Chris C. Brueske, P.E., Assistant Director
DATE: January 24, 2013
SUBJECT: Supplemental Budget Request

The Public Works Solid Waste Division is requesting supplemental budget authority for FY 2013. On January 14, 2013, the Solid Waste Executive Committee approved the following proposed budget amendments:

- $22,000 to be added to the Landfill Post-Closure account, 140201.

- In 2012, a new leachate management system was constructed at the Cedarville Landfill. However, Department of Ecology (DOE) delayed issuance of the Final NPDES permit until January 8, 2013, which in turn delayed the completion of the post-construction documents. These documents include the Operations and Maintenance Manual for the new system, the updated Sampling and Analysis Plan and the updated Post-Closure Plan. These documents could not be completed without the Final NPDES Permit and will be completed in the first quarter of 2013. Funds were budgeted and included in the contract for this task, but $13,033 from the 2012 budget remain unspent and cannot be continued over into 2013. Reallocation of the funds is requested through the supplemental budget process.

- An additional requirement was also added to the NPDES Permit, a Tier II Analysis, which is to demonstrate that discharge of effluent from the constructed treatment system does not exceed the criteria for measureable change in the receiving water quality. Tier II, when required, is generally requested during the initial design and study period. This requirement was not added until the final revision of the permit by DOE so was not included in the Landfill Monitoring budget for 2013. This additional task will be added to the monitoring contract and is estimated to cost $8,045.

- $22,400 in budgeted funds for Cedarville projects went unspent in 2012 and will be moved to the Fund Balance for year-end 2012. We are requesting supplemental budget authority for $22,000 to complete the above-mentioned tasks. This was previously budgeted money and will not produce a negative draw on the Fund Balance.
Supplemental Budget Request

Public Works

Solid Waste

Supp'l ID # 1463 | Fund 140 | Cost Center 140201 | Originator: Chris Brueske

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

Name of Request: Cedarville

Department Head Signature (Required on Hard Copy Submission) | Date

X

10/5/2013

Costs:

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1a. Description of request:

A new system for managing the leachate at the Cedarville Landfill was constructed in 2012, eliminating the need to truck the leachate off-site for treatment. Due to Department of Ecology (DOE) delays in the NPDES permitting, final required documents were not completed by year-end. These post-construction documents include the Operations and Maintenance manual for the system, the updated Sampling and Analysis Plan, and an updated Post-Closure plan.

Additionally, the DOE is now requiring that a “Tier II Analysis” for water quality be conducted during the initial NPDES permit period. This would have normally been requested during the design and study phase, but was added in the last revision of the permit. This is intended to be a one-time analysis for the permit.

Funds for the remaining post-construction work were included in the Construction Management contract but cannot be rolled over to 2013 through a continuing appropriation ($13,033), as they were previously continued from 2011. There were also unspent funds in the regular landfill monitoring contract ($9,400). Both of these contract balances will be rolled into the fund balance at year-end 2012.

Public Works/Solid Waste is requesting supplemental budget authority for these previously allocated funds in the amount of $22,000 to complete the post-construction work.

1b. Primary customers:

Citizens of Whatcom County.

2. Problem to be solved:

See #1a.

3a. Options / Advantages:

The Tier II analysis and other documents are required by the NPDES permit. No other viable options exist.

3b. Cost savings:

Due to permitting delays, $22,400 went unspent in 2012 between two contracts for the landfills, cost center 140201. That amount will roll into fund balance at the close of 2012. This supplemental will draw on those same funds.

4a. Outcomes:

Successful post-construction monitoring and reporting.

4b. Measures:

Friday, January 25, 2013

Rpt: Rpt Suppl Regular

348
Completion of the above referenced analysis and plans.

5a. Other Departments/Agencies:
   N/A.

5b. Name the person in charge of implementation and what they are responsible for:
   Chris Brueske, Assistant Director, Public Works

6. Funding Source:
   Solid Waste fund balance.
To: Jack Louws, County Executive

From: Sheriff Bill Eifo, Director of Emergency Management

Subject: Supplemental Budget Request ID # 1464
Dept of Homeland Security, Operation Stonegarden Program (OPSG)
FFY2010 OPSG Contract # E12-031

Date: January 28, 2013

The attached Supplemental Budget Request seeks authority to expend $172,309 to be reimbursed from the Dept of Homeland Security Operation Stonegarden Program grant.

- Background and Purpose
Whatcom County Sheriff’s Office Division of Emergency Management has been awarded $793,815 from the Dept of Homeland Security (DHS) Operation Stonegarden Program (OPSG) for Federal Fiscal Year 2010. This grant flows from DHS through the Washington State Military Department – Emergency Management Division to Whatcom County.

DHS provides OPSG funds to enhance law enforcement preparedness and operational readiness along international borders of the United States. In coordination with US Customs and Border Protection/Border Patrol (US-CBP/BP), local law enforcement agencies will provide an enhanced presence in the border area through enhanced patrols and equipment purchases. Each agency will perform duties normal to its mission while providing additional law enforcement “eyes and ears” in support of the Homeland Security mission. Participating agencies will not enforce immigration laws on behalf of US-CBP/BP. The participating agencies are the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, and Sumas Police Departments, as well as the Whatcom County Sheriff’s Office.

As of 12/31/2012, the participating agencies have expended $621,506. This Supplemental Budget Request seeks authority to expend the grant’s remaining $172,309 balance.

The performance period for this grant runs from August 1, 2010 through June 30, 2013.

- Funding Amount and Source

Please contact me or Frances Burkhart if you have questions regarding this contract.
Supplemental Budget Request

Sheriff

Emergency Management

Supp/ID #: 1464

Fund 167

Cost Center 16767

Originator: Frances Burkhart

Expenditure Type: One-Time

Year 1 2013

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Operation Stonegarden FFY2010

Department Head Signature (Required on Hard Copy Submission)

Date 1/28/13

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1a. Description of request:

The US Department of Homeland Security (DHS) FFY2010 Operation Stonegarden Program (OPSG) awarded $793,815 to Whatcom County to enhance law enforcement preparedness and operational readiness along the international borders of the United States (Whatcom County Contract #201108019). This award was allocated among the Whatcom County Sheriff’s Office (WCSO) and the Police Departments of the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, and Sumas. As of 12/31/2012, these agencies have expended $621,506. The remaining $172,309 balance must be expended by the 06/30/2013 grant end date.

1b. Primary customers:

Residents of Whatcom County, through the increased security of the international border.

2. Problem to be solved:

DEM requires expenditure authority to complete work on contracted project deliverables. See WCSO Supplement Budget ID# 1469 for its corresponding Operating Transfer In request.

3a. Options / Advantages:

OPSG funds are awarded specifically for projects that will enhance law enforcement preparedness and operational readiness, projects that would otherwise have to be funded with local monies or eliminated.

3b. Cost savings:

WCSO: $27,258. Other agencies: $145,051.

4a. Outcomes:

Enhanced patrols will be completed and equipment purchased per contract specifications and timelines.

4b. Measures:

DEM will monitor program projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:

In coordination with the US Customs and Border Protection/Border Patrol (US-CBP/BP), WCSO and Police Departments will field enhanced patrols and will purchase approved equipment.

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


6. Funding Source:

Federal Grant: DHS FFY2010 OPSG, Contract #E12-031, CFDA #97.067.

Friday, January 25, 2013
MEMO

To: Jack Louws, County Executive
From: Sheriff Bill Eifo, Director of Emergency Management
Subject: Supplemental Budget Request ID # 1467
Dept of Homeland Security, Operation Stonegarden Program (OPSG)
FFY2011 OPSG Contract # E12-248
Date: January 28, 2013

The attached Supplemental Budget Request seeks authority to expend $39,502 to be reimbursed from the Dept of Homeland Security Operation Stonegarden Program grant.

- Background and Purpose
Whatcom County Sheriff's Office Division of Emergency Management was awarded $757,963 from the Dept of Homeland Security (DHS) Operation Stonegarden Program (OPSG) for Federal Fiscal Year 2011. This grant flows from DHS through the Washington State Military Department – Emergency Management Division to Whatcom County.

DHS provides OPSG funds to enhance law enforcement preparedness and operational readiness along international borders of the United States. In coordination with US Customs and Border Protection/Border Patrol (CBP/BP), local law enforcement agencies provide an enhanced presence in the border area through enhanced patrols and equipment purchases. Each agency performs duties normal to its mission while providing additional law enforcement “eyes and ears” in support of the Homeland Security mission. Participating agencies will not enforce immigration laws on behalf of CBP/BP. The participating agencies are the Blaine, Everson, Ferndale, Lynden, and Sumas Police Departments, as well as the Whatcom County Sheriff’s Office.

The Sheriff’s Office was allocated $140,743, of which $101,241 was spent by 12/31/2012. The Sheriff’s Office anticipates spending the remaining $39,502 in 2013.
(Please note: 2013 expenditure authority for the participating cities has been requested through the continuing appropriations process.)

The performance period for this grant runs from September 1, 2011 through June 30, 2014.

- Funding Amount and Source

Please contact Undersheriff Jeff Parks or Frances Burkhart if you have questions regarding this contract.

Our Vision: The Office of Sheriff: Dedicated to making Whatcom County the Safest in the State through Excellence in Public Safety.
1a. Description of request:
The US Department of Homeland Security (DHS) FFY2011 Operation Stonegarden Program (OPSG) awarded $757,963 to Whatcom County to enhance law enforcement preparedness and operational readiness along the international borders of the United States (Whatcom County Contract #201108019). This award was allocated among the Whatcom County Sheriff's Office (WCSO) and the Police Departments of the cities of Blaine, Everson, Ferndale, Lynden, and Sumas. As of 12/31/2012, WCSO had expended $101,241 of its $140,743 award, leaving a balance of $39,502 to be expended in 2013. (N.B.: Expenditure authority for the other participating agencies' unspent balance of $429,447 has been requested through the continuing appropriations process.)

1b. Primary customers:
Residents of Whatcom County, through the increased security of the international border.

2. Problem to be solved:
DEM requires expenditure authority to continue and complete work on contracted project deliverables. See WCSO Supplement Budget ID# 1470 for its corresponding Operating Transfer In request.

3a. Options / Advantages:
OPSG funds are awarded specifically for projects that will enhance law enforcement preparedness and operational readiness, projects that would otherwise have to be funded with local monies or eliminated.

3b. Cost savings:

4a. Outcomes:
Enhanced patrols will be completed per contract specifications and timelines.

4b. Measures:
DEM will monitor program projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:
In coordination with the US Customs and Border Protection/Border Patrol (US-CBP/BP), WCSO will field enhanced patrols in the border area.

5b. Name the person in charge of implementation and what they are responsible for:
Joe Jovanovich, US-CBP/BP, coordinates patrols with WCSO. Undersheriff Jeff Parks coordinates OPSG for the WCSO.

6. Funding Source:
To: Jack Louws, County Executive
From: Sheriff Bill Elfo, Director of Emergency Management
Subject: Supplemental Budget Request ID # 1474
Date: January 28, 2013

The attached Supplemental Budget Request seeks authorization to expend $32,653 in order to continue and complete work on the contract deliverables for the Dept of Homeland Security FFY2010 State Homeland Security Program Grant (SHSP-10).

- Background and Purpose

Whatcom County Sheriff's Office Division of Emergency Management was awarded $264,408 from the Dept of Homeland Security (DHS) State Homeland Security Program (SHSP) for Federal Fiscal Year 2010 (Whatcom County Contract # 201103016).

DHS provides SHSP funds to enhance the capability of state and local units of government to prevent, deter, respond to, and recover from catastrophic and/or terrorist incidents. Locally, SHSP is used to support 1 FTE Emergency Management Program Specialist, as well as projects supporting the unique equipment, exercise, training, and planning needs of local emergency responders. Whatcom County's Homeland Security Committee allocated SHSP-10 funds among DEM, the Sheriff's Office, and local law enforcement and emergency management agencies. As of 12/31/2012, these agencies had expended 145,807. $85,948 has been approved through the 2013 Budget Setting and 2013 Continuing Appropriations processes. This supplemental requests additional budget authorization to allow DEM, the Sheriff's Office, and the City of Sumas to complete specific SHSP-10 projects.

- Funding Amount and Source

$32,653 from a Federal Grant: DHS, SHSP, FFY2010, CFDA 97.067 SHSP.

Please contact Jeff Parks (x50418) or Frances Burkhart (778-7161) for additional information.
Supplemental Budget Request

Sheriff Emergency Management

Suppl ID #: 1474  Fund: 167  Cost Center: 16766  Originator: Frances Burkhart

Expenditure Type: One-Time  Year: 2013  Add'l FTE  Add'l Space  Priority: 2

Name of Request: State Homeland Security Program FFY2010

[Signature]
Department Head Signature (Required on Hard Copy Submission)  Date: 1/28/13

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1a. Description of request:
Whatcom County Sheriff's Office Division of Emergency Management (DEM) requests budget authorization to complete work on deliverable activities as contracted in this US Department of Homeland Security (DHS) FFY2010 State Homeland Security Program (SHSP) Grant, Whatcom County Contract #201103016. Whatcom County's Homeland Security Committee allocated the SHSP-10 $264,408 award among DEM, the Sheriff's Office, and local law enforcement and emergency management agencies. As of 12/31/2012, these agencies had expended $145,807. $77,796 has been approved through the 2013 budget setting process. An additional $8,152 has been requested through the continuing appropriations process. This supplemental requests authorization to expend the remaining $32,653 balance.

1b. Primary customers:
Local emergency management and law enforcement agencies, and the general public.

2. Problem to be solved:
DEM requires expenditure authority to complete work on contracted project deliverables. See WCSO Supplement Budget ID# 1471 for its corresponding Operating Transfer In request.

3a. Options / Advantages:
SHSP funds are awarded specifically to enhance Whatcom County's capability to prevent, deter, respond to, and recover from catastrophic and/or terrorist events, projects that would otherwise have to be eliminated or funded locally.

3b. Cost savings:

4a. Outcomes:
DEM will outfit two equipment trailers purchased on this grant, provide community outreach and educational opportunities, and train local responders. The Sheriff's Office projects are detailed in its corresponding Supplemental Budget Request #1471. The City of Sumas will purchase Personal Protective and Interoperable Communication Equipment.

Monday, January 28, 2013
Supplemental Budget Request

<table>
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<th>Sheriff</th>
<th>Emergency Management</th>
</tr>
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<tbody>
<tr>
<td>Supp'ID # 1474</td>
<td>Fund 167</td>
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4b. Measures:
   Program projects and expenditures will be monitored against contract deliverables.

5a. Other Departments/Agencies:
   The Whatcom County Sheriff’s Office and the City of Sumas.

5b. Name the person in charge of implementation and what they are responsible for:
   Undersheriff Parks will coordinate projects for the Sheriff’s Office.
   Police Chief Chris Haugen will coordinate projects for the City of Sumas.

6. Funding Source:
To: Jack Louws, County Executive

From: Sheriff Bill Elfo, Director of Emergency Management

Subject: Supplemental Budget Request ID # 1475

Date: January 28, 2013

The attached Supplemental Budget Request seeks authorization to expend $40,511 in order to continue work on the contract deliverables for the Dept of Homeland Security FFY2011 State Homeland Security Program Grant (SHSP-11).

• Background and Purpose

Whatcom County Sheriff’s Office Division of Emergency Management was awarded $121,464 from the Dept of Homeland Security (DHS) State Homeland Security Program (SHSP) for Federal Fiscal Year 2011 (Whatcom County Contract # 201204001). DHS provides SHSP funds to enhance the capability of state and local units of government to prevent, protect against, respond to, and recover from terrorist attacks and other disasters. Locally, SHSP is used to support 1 FTE Emergency Management Program Specialist, as well as projects supporting the unique equipment, exercise, training, and planning needs of local emergency responders.

Whatcom County’s Homeland Security Committee allocated $40,511 of the SHSP-11 award to the Sheriff’s Office for projects supporting the SHSP mission. The Sheriff’s Office projects are detailed in its corresponding Supplemental Budget Request #1472. DEM is asking to support these approved WCSO projects through “Operating Transfer Out” budget authorization.

• Funding Amount and Source

$40,511 from a Federal Grant: DHS, SHSP, FFY2011, CFDA 97.067 SHSP.

Please contact Jeff Parks (x50418) or Frances Burkhat (778-7161) for additional information.
Supplemental Budget Request

Sheriff

Suppl# ID # 1472

Emergency Management

Fund 167  Cost Center 16772  Originator: Frances Burkhart

Expenditure Type: One-Time  Year 1  2013  Add'l FTE  Add'l Space  Priority  3

Name of Request: State Homeland Security Program FFY2011

X

Department Head Signature (Required on Hard Copy Submission)  Date  1/28/13

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Request Total: $0

1a. Description of request:
The US Department of Homeland Security (DHS) FFY2011 State Homeland Security Program (SHSP) grant awarded $121,464 to Whatcom County for projects that will enhance its ability to prevent, protect against, respond to, and recover from terrorist attacks and other disasters (Whatcom County Contract # 201204001). The Whatcom County Homeland Security Committee allocated $40,511 of these funds to the Sheriff's Office for projects supporting the SHSP mission (see the Sheriff's Office Supplemental Budget Request #1472 for project details). The Division of Emergency Management (DEM) requests budget authorization to support these deliverable activities.

1b. Primary customers:
Law enforcement personnel.

2. Problem to be solved:
See WCSO Supplemental Budget Request ID# 1472 for projects detailed in its corresponding Operating Transfer In request.

3a. Options / Advantages:
SHSP funds are awarded specifically to enhance Whatcom County's capability to prevent, deter, respond to, and recover from catastrophic and/or terrorist events, projects that would otherwise have to be eliminated or funded locally.

3b. Cost savings:
$40,511.

4a. Outcomes:
The Sheriff's Office projects are detailed in its corresponding Supplemental Budget Request # 1472.

4b. Measures:
Program projects and expenditures will be monitored against contract deliverables.

5a. Other Departments/Agencies:
Whatcom County Sheriff's Office.

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

6. Funding Source:

Monday, January 28, 2013