**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Birch Bay Watershed and Aquatic Resources Management District Program Update

**ATTACHMENTS:**

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

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

**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).
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**JUN 11 2013**

**WHATCOM COUNTY COUNCIL**

**TITLE OF DOCUMENT:**

Discussion regarding requested changes to Whatcom County Code 2.27A, Aquatic Invasive Species

**ATTACHMENTS:**

1. Cover memo

**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.)

Public Works has developed a conceptual approach that may address the County Council’s requested amendments to the Aquatic Invasive Species ordinance. The attached memorandum summarizes the pertinent points of the approach.

**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: 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: June 4, 2013

Re: Amendments requested by County Council to Whatcom County Code 2.27A Aquatic Invasive Species

The following memorandum outlines a proposed approach for modifying the Aquatic Invasive Species (AIS) ordinance that is intended to address the changes requested by the Whatcom County Council.

Requested Action
Public Works requests discussion and direction on the proposed approach outlined below.

Background and Purpose
At the May 7, 2013 meeting, the Whatcom County Council passed two motions related to the AIS ordinance:

1) A motion to request an amendment [to the AIS ordinance] that can be implemented as soon as reasonably possible, to allow a one-time charge for boats used exclusively in Whatcom County.

2) A motion to request an amendment [to the AIS ordinance] to create a graduated fee structure, depending on the difficulty of inspection, for all boats that are not used exclusively in Washington State.

Public Works has interpreted that these requested amendments are intended to 1) reduce the burden on Whatcom County boat owners who do not travel with their boats and therefore arguably pose a low risk of transmitting AIS, and 2) ensure that motorized boats are not charged disproportionately relative to canoes, kayaks, and other non-motorized craft.

The motions as stated pose significant challenges in three areas:

- Cost recovery: The one-time fees will greatly reduce funding for the inspection program. The funding deficit will not be offset by charging canoes and kayaks, if it is assumed that the motions also intend canoes and kayaks to be subject to a “one-time” fee.

- Administration: It will be difficult and expensive to track and verify which boats are used “exclusively in Whatcom County” or “exclusively in Washington State,” considering the thousands of boats (including kayaks, canoes, etc.) in Whatcom County and Washington State. Without verification, the AIS ordinance will not
meaningfully reduce the risk of transmitting AIS. It is also important to note that many of the species that the program is trying to keep out of Lake Whatcom are already present in other parts of Washington State.

- Enforcement: Public Works believes that enforcement of which boats have been used exclusively in Whatcom County or Washington State will be very difficult. We have requested input from the Sheriff’s Department on this issue.

Proposed Approach

Given the cost recovery, administration, and enforcement challenges posed by the proposed amendments, Public Works has developed a recommended alternative approach that may meet the intent of the proposed amendments.

The first component of the proposed approach is an online “AIS Education Card,” analogous to the Washington State Boater Safety Card. Citizens will be able to log on to a website, complete an AIS education course, and take an AIS test. Once the test is passed, the citizen will receive an AIS Education Card. There would be no charge to take the AIS education course or to receive the AIS Education Card.

The second component of the proposed approach is a revision of the AIS ordinance to incentivize acquisition of the AIS Education Card. Possible revisions to the AIS ordinance could include allowing citizens with an AIS Education Card to pay a one-time fee for their watercraft, to conduct self-inspections, to obtain multiple stickers for no additional charge, or to operate non-motorized craft without an inspection sticker. The exact revisions would be coordinated with the Whatcom County Council at a later date.

If a boat owner does not obtain the AIS Education Card, then the original provisions of the AIS ordinance would apply to that individual; specifically, annual fees and mandatory inspections by County staff.

The advantages of this approach include the following:

- It will streamline the process and reduce costs for Whatcom County residents who arguably pose a low risk of transmitting AIS.
- It will address the AIS risk posed by all watercraft, rather than only motorized watercraft.
- It will accomplish the goals of inspection program as they were originally envisioned, that is, managing the AIS risk posed by the transport of watercraft. This risk management will be accomplished by education and outreach rather than by focusing on boat inspections.

Finally, it is important to note that at this time, we do not know if the City of Bellingham will recognize the AIS Education Card for the purposes of launching a watercraft at Bloedel Donovan Park.

Please contact Chris Brueske at extension 50693 if you have any questions regarding this information.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

**NO. 2013–110**

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**TITLE OF DOCUMENT:**
Resolution accepting revised Agricultural Land Cover Analysis

**ATTACHMENTS:**
Memo; 2013 Land Cover Analysis update; Resolution

**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.)

Members of the Whatcom County Agricultural Advisory Committee and Planning & Development Services staff will update Council members on activities of the past couple years and present the revised Land Cover Analysis for consideration and acceptance through the proposed Resolution.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**
RES2009-040; RES2011-023

**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: Honorable Whatcom County Council Members
CC: The Honorable Jack Louws, County Executive
FROM: Samya Lutz, Planner
THROUGH: Mark Personius, Long Range Planning Manager
DATE: May 29, 2013
SUBJECT: Discussion about Whatcom County Agricultural Advisory Committee activities and Agricultural Land Cover Analysis update

The Whatcom County Agricultural Advisory Committee (AAC) meets regularly from approximately October through May each year, with staff assistance provided by Planning & Development Services. Their last meeting for the 2012-2013 meeting year was held on May 8. Staff and committee members would like to present an overview of AAC activities at the Council Natural Resources Committee meeting on June 18, including the recently updated Whatcom County Agricultural Land Cover Analysis.

The Agricultural Land Cover Analysis contains a section specifically focused on the Rural Study Areas. Throughout the 2011-2012 meeting year, the AAC reviewed the Rural Land Study (published originally in 2007), and proposed revisions of the Rural Study Area boundaries. The updated Agricultural Land Cover Analysis depicts those revised areas, along with the land cover and parcel analysis associated with each area. A Resolution is included in your packet that would formally accept the Agricultural Land Cover Analysis.

In brief, AAC activities over the past two years have included:

- Continued focus on the Agricultural Strategic Plan implementation;
- Subcommittee work focused on the Ag Parcel Reconfiguration tool, Right to Farm changes, Code Review, and the Ag-Watershed project progress;
- Review of Rural Study Areas (delineated in 2007 Rural Land Study), including discussion and analysis of soils, parcelization, and land cover;
- Building from revisions to Rural Study Area boundaries (adopted by AAC in April 2012), discussion of what ‘heightened protection’ could mean for these areas;
- Discussion of Agricultural Protection Overlay strengths and weaknesses;
- Decision to proceed with development of a new small lot agricultural zone to replace existing zoning in the Rural Land Study areas and to coincide with a recommended repeal of the Agricultural Protection Overlay district (see February 13, 2013 meeting notes for motion);
- Discussion of the Agricultural Purchase of Development Rights program with members of the PDR Oversight Committee, and interest in coordinating with the

Page 1 of 2
PDR committee on implementation of the core agricultural strategy (new RFP) with consultant assistance;

- Decision to proceed with strengthening Right to Farm through recommendations for resident outreach, title company outreach, ongoing staff training, and specific changes to WCC 14.02.020 and .030 (see May 8, 2013 meeting notes for motions); and

- Discussion in other various areas of interest to the County and AAC members related to agriculture.

Please note that information and materials are regularly posted on the Agricultural Program website, including AAC meeting minutes, located here: http://www.whatcomcounty.us/pds/plan/lr/projects/agprogram/index.jsp.

AAC and staff members look forward to discussing these issues with you during the Natural Resources Committee meeting on June 18. Feel free to contact Ed Blok, AAC chairperson, at 360-815-3169, or me at extension 51072, with any questions you may have.
DECLARING ACCEPTANCE OF THE WHATCOM COUNTY AGRICULTURAL LAND COVER ANALYSIS, AND REVISION OF THE RURAL LAND STUDY AREAS BY THE WHATCOM COUNTY AGRICULTURAL ADVISORY COMMITTEE

WHEREAS, agriculture is a major industry in Whatcom County with farm gate receipts of over $326 million annually; and

WHEREAS, the Whatcom County Agricultural Advisory Committee (AAC) was established in 2001 to assist the County and make recommendations in the effort to establish, promote and implement a comprehensive agricultural program, among other things; and

WHEREAS, through Resolution 2009-040, the Council accepted the AAC’s 2007 Rural Land Study report, which recommended heightened protection for specific rural lands with strong agricultural values; and

WHEREAS, through Resolution 2011-023, the Council endorsed the Whatcom County Agricultural Strategic Plan developed by the AAC, which laid out further strategies for reaching agricultural protection goals; and

WHEREAS, since 2011, the AAC regular meetings have included implementation of the strategic plan and review of the Rural Land Study Areas; and

WHEREAS, the AAC developed revised Rural Study Area boundaries and incorporated them into the updated 2013 Whatcom County Agricultural Land Cover Analysis, which was accepted with specific requested revisions by the AAC at their May 8, 2013 meeting; and

WHEREAS, Planning and Development Services staff incorporated the AAC revisions into the Whatcom County Agricultural Land Cover Analysis, version 2.3, dated May 13, 2013; and

WHEREAS, the AAC and Planning and Development Services staff are working together to develop recommendations for a new small lot agricultural zone as an option for consideration
in line with the Rural Land Study and the Agricultural Strategic Plan; and

WHEREAS, the Whatcom County Agricultural Land Cover Analysis update provides analysis and background information on the updated Rural Study Areas, and other areas around the county with agricultural use, and will be used as part of the basis for developing future recommendations;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Whatcom County Agricultural Land Cover Analysis (dated May 13, 2013) is hereby accepted; and

BE IT FURTHER RESOLVED that the analysis and mapping contained in the Whatcom County Agricultural Land Cover Analysis constitutes an update to the 2007 Rural Land Study by the Agricultural Advisory Committee.

APPROVED this ____ day of ________, 2013.

ATTEST: WHATCOM COUNTY COUNCIL

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

Kathy Kershner, Council Chair

APPROVED AS TO FORM:

Royce Buckingham, Civil Deputy Prosecutor
WHATCOM COUNTY AGRICULTURAL LAND COVER ANALYSIS

Planning & Development Services: Agricultural Program
May 13, 2013

Version 2.3 – Includes revisions to Rural Study Areas and other updates as recommended by the Whatcom County Agricultural Advisory Committee

TABLE OF CONTENTS

1.0 Project Approach
2.0 Project Results
   2.1 Tables and Graphs
   2.2 Map Series
Acknowledgements

The Whatcom County Agricultural Advisory Committee (AAC), a volunteer citizen committee appointed by Whatcom County Executive Jack Louws, contributed to and reviewed this report. AAC members include: Ed Block (Chair), Dave Buys (Vice Chair), John Bayer, Lesa Boxx, Brian Cieslar, Mike Finger, Vicki Hawley, Larry Helm, Wesley Kentch, Leroy Plagerman, Debbie Vander Veen, Landon VanDyk, and Richard Yoder.

This report was written by Whatcom County Long Range Planning staff member Samya Lutz, with Geographic Information System analysis by Sarah Watts.

Whatcom Farm Friends executive director Henry Bierlink, and Whatcom County staff members Mark Personius (Long Range Planning Manager), Peter Gill (Senior Planner), and Joshua Fleischmann (Planner) also contributed to the review and analysis contained in this report.
1.0 Project Approach

Purpose

Whatcom County has a goal of retaining at least 100,000 acres of agricultural land. As county staff members work with the agricultural community and decision makers on strategies to ensure this agricultural land remains available for agricultural use, the need for accurate and reliable data is clear.

Planning and Development Services staff have developed a repeatable methodology for measuring the quantity and type of agricultural land in and around areas of the county with a potential for long-term commercial agriculture use. This analysis is intended to supplement other data available on agricultural land in Whatcom County.

The National Agricultural Statistics Service releases county-level data through USDA every five years; the most recent release of 2007 data was published in late 2009. The 2012 data has not yet been released. This USDA-NASS data includes the number of acres of farmland, and other statistical information, but is not geographically based.

Data and Methodology

The data used for this land cover analysis came from a variety of sources, accessed over time from July 2010 through July 2012. The bulk of the aerial inventory work was done during the first month of the project, and used May 2008 Pictometry aerial photos (oblique and 8-inch resolution ortho-corrected images). Later in the project, the Spring 2010 Pictometry aerial photos became available (same resolution) and were substituted for the earlier 2008 data.

The inventory was checked for consistency with August 2010 National Agriculture Imagery Program aerial photographs, which offer a lower 1-meter resolution.

The extent of the analysis was restricted to areas zoned Rural and Agricultural. Areas that may be in agriculture outside of these zones are not included in the mapping and analysis.

Additional data layers were overlayed on the aerial images to determine land cover characteristics, conveyed in the following categories (defined in the next section):

- Farmland, active
- Farmland, fallow
- Farmland infrastructure
- Farmstead single family residence
- Woodland/forest or CREP
- Water/stream/lake/wetland
- Commercial/public/educational
- Multi-family/mobile home parks
Single family residence
Quarry
Vacant

Public roads are not included. Private roads are generally included as part of the residences or farm infrastructure. Previous farm field roads are included in the surrounding farmland category.

Land use data comes from the county Assessor’s taxation records associated with a parcel’s “land use code” and “building value” information. This land use information helped verify aerial categorization such as farmland infrastructure, residential uses, and commercial or public uses. In addition, county critical areas data and zoning categories are used. The analysis was updated in June 2011 to reflect rezoning as a result of Council Ordinance 2011-013 which affected about 16,000 acres of land across the county; roughly 5,000 acres of which were in rural and agricultural designations. This version was updated with a re-analysis of the agriculture zone and to reflect changes recommended by the Whatcom County Agricultural Advisory Committee to the Rural Study Area boundaries.

Land analyzed includes lands in Agriculture, Rural 5 acre and Rural 10 acre zoning. Rural Study Areas are a subset of the Rural 5 acre and Rural 10 acre lands that the Whatcom County Agricultural Advisory Committee has delineated as critically important farmland areas due predominantly to their soils, agricultural viability, and location. Not all Rural 5 acre and Rural 10 acre lands in the county have been analyzed. Most Rural lands proximal to the City of Bellingham, and south of Van Wyck Road to the Skagit County line are not included, though the South Fork Valley of the Nooksack River is included. If incomplete, the percentage completion of the zone analyzed is included in the project results.

Under Washington State’s Open Space Taxation Act, Whatcom County offers an “Open-Space Farm and Agriculture” voluntary program that offers modest tax relief for property owners with agricultural land that meets certain criteria. This information is geographically-based, and information is available back to 1988. However, not all lands in agriculture are enrolled in the program, and the accounting might not accurately reflect productive agricultural land or keep up with the loss of that land from agricultural production in Whatcom County.

**Definitions**

The inventory of land cover does not necessarily equate to use. Even with the high resolution aerial data and the Assessor’s use code data, it is impossible to have certainty that the land cover reflects a certain use. For example, what is inventoried as farm infrastructure might also include a building that is used as a single family home, or even one that is used for non-farm related commerce. What is included here represents an analysis of land cover, with categories assigned based on available data and reasonable assumptions.
The categories used throughout the analysis are defined as follows:

Farmland, active – consists of land covered in berries, crops, hay, pasture, nursery stock, and the like. Any land that appears to be actively maintained through mowing, plowing, tillage, or other means of maintenance is included.

Farmland, fallow – consists of land covered with low overgrowth and appearing to be unmaintained, usually in close proximity to active farmland. These areas do not appear to be currently used for farming, but do appear to be easily convertible to active farmland.

Farmland infrastructure – consists of any structure, manure pond, staging or storage area appearing to be associated with farming activity, and usually in close proximity to active farmland. Farmland infrastructure may also include commercial activity directly associated with the farmland.

Farmstead single family residence – consists of any residence associated with farmland or farmland infrastructure. In some cases the residence is clearly separated from the farm’s infrastructure and easy to delineate; in other cases the exact location of the residence is less clear and the location is estimated.

Woodland/forest or CREP – consists of any treed area. USDA-NRCS Conservation Reserve Enhancement Program (CREP) enrolled areas are included in this category, reflecting a change in the coding between the 2011 analysis and 2013 update due to proprietary issues with the result that CREP data is no longer available to be shared with Whatcom County.

Water/stream/lake/wetland – consists of any visible water bodies, including major ditches. (In certain circumstances, small, immediately adjacent vegetated areas are also included.)

Commercial/public/educational – consists of any public, utility, educational, or non-farm commercial use. This category includes schools, businesses, sub-stations, water storage, cemeteries, and the like; but does not include farm-related commercial activity. The raw GIS data codes commercial separate from public and utility uses, but these subcategories are combined in this report.

Multi-family/mobile home parks – consists of parcels coded as duplex, tri-plex or greater, and established mobile home parks.

Single family residence – consists of any residence not tied to an agricultural use, based on either a non-agricultural land use code or different ownership than adjacent agricultural land. If a residence is in the trees and boundaries are not easily seen, an area of approximately one acre is delineated for the homesite.

Quarry – consists of sand and gravel quarries and associated infrastructure.

Vacant – consists of any land that is cleared but unused, has derelict buildings, storage of cars or the like, or has no clear land use or cover.

The reader is cautioned against using blanket statements that convey specific use assumptions as facts. The analysis contained here is a gross analysis of a broad area, and is intended to provide a reasonable baseline. Additional data can be overlaid to provide information on priority farmland protection strategies, and changes in land cover can be analyzed as well.
2.0 Project Results

2.1 Tables and Graphs

The following subsections use the categories defined in the previous chapter to characterize the land cover by area. The ‘Quarry’ and ‘Vacant’ categories are combined for ease of depicting the data. The broader category of ‘Farms’ is included here to incorporate the sum of the ‘Farmland, active’, ‘Farmland, fallow’, ‘Farmland infrastructure’, and ‘Farmstead Single Family Residence’ categories; which are then detailed in subsequent charts or adjacent graphs.

The areas analyzed are the Rural 5 acre (R5A), Rural 10 acre (R10A), and Agricultural (AG) zoning designations, including the specific Rural Study Areas within the R5A and R10A zones that were delineated by the Agricultural Advisory Committee (the delineated lands shown here are an update of the maps that are part of the Rural Land Study published in 2007, based on 2012 Agricultural Advisory Committee review and analysis). Within this broad area, an overlay zone – the Agricultural Protection Overlay – was analyzed separately for land cover characterization of the reserve tract areas that have been affected by APO land division actions. As noted in the previous chapter, not all Rural lands are analyzed; if incomplete, the percentage completion is shown on the individual zone pages. Here are the areas analyzed:

Agriculture zone – consists of the land designated as Agriculture in accordance with Whatcom County Code 20.40, and the corresponding zoning map.

Rural Study Areas (RSAs) – consist of ten separate contiguous blocks of land within the R10A or R5A zoning designations with significant agricultural value.

Rural 10 Acre (R10A) – consists of land designated as Rural with a 10 acre minimum lot size in accordance with Whatcom County Code 20.36, and the corresponding zoning map.

Rural 5 Acre (R5A) – consists of land designated as Rural with a 5 acre minimum lot size in accordance with Whatcom County Code 20.36, and the corresponding zoning map.

Agriculture Protection Overlay (APO) reserve tracts – consists of land developed through the APO ordinance in accordance with Whatcom County Code 20.38, and specifically the reserve tract portion of the development set aside for agricultural use.
**AGRICULTURE ZONE**

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<th>COMMERCIAL /PUBLIC</th>
<th>MULTI-FAMILY</th>
<th>SINGLE FAM RESIDENCES</th>
<th>QUARRY /VACANT</th>
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Table 1. Agriculture Zone: All Land Cover Acreage

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<th>FARMS - Detail</th>
<th>ACTIVE FARMLAND</th>
<th>FALLOW FARMLAND</th>
<th>FARMLAND INFRASTRUCTURE</th>
<th>FARMSTEAD RESIDENCE</th>
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<td>62,468</td>
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Table 2. Agriculture Zone: Farm Land Cover Acreage

Figure 1. Agriculture Zone: Characterization by Percentage Land Cover

- Farms 82%
- Active Farmland 74%
- Fallow Farmland 3%
- Infrastructure 3%
- Farmstead 2%

- Single Fam Residence 1%
- Vacant/Quarry 1%
- Multi-family 0%
- Commercial/Public 0%
- Water 3%
RURAL STUDY AREAS

The Rural Study Areas (RSAs) delineated by the Agricultural Advisory Committee in 2012 as an updated delineation to the 2007 Rural Lands Study maps, consist of ten areas with significant agricultural value within the R10A or RSA zoning designations, totaling 25,619 acres. Each study area has significant prime soils and farming operations. As noted in the original Rural Land Study, the determination of these RSAs should not be viewed as a basis to foreclose agricultural activities in other areas of the County, but rather to identify those lands that are critically important due to their soils, agricultural function, and location in proximity to the actively farmed land within Whatcom County. The location of the areas within the county is shown on the map below.

Whatcom County
-Rural Study Areas and Agricultural Zone

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<th>QUARRY/VACANT</th>
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Table 3. All RSAs: All Land Cover Acreage

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<th>ACTIVE FARMLAND</th>
<th>FALLOW FARMLAND</th>
<th>FARMLAND INFRASTRUCTURE</th>
<th>FARMSTEAD RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Cover Totals (acres)</td>
<td>13,638</td>
<td>512</td>
<td>714</td>
<td>816</td>
</tr>
</tbody>
</table>

Table 4. All RSAs: Farm Land Cover Acreage
Tables 3 and 4, and Figure 2 in this section depict the overall characterization for all of the Rural Study Areas together. Figures 3, 4, and 5 depict how the 25,619 acres within the ten RSAs are distributed in terms of comparative size, acreage, zoning, and soil categories. Overall, 11,384 acres (44%) carry R10A zoning, and 14,235 acres (56%) carry R5A zoning.
Soils in the Rural Study Areas are predominantly suited to farming. Prime soils and soils of statewide importance are classified by the US Department of Agriculture (USDA) in coordination with state and regional offices. The following graph depicts the proportion of these agricultural soils within each Rural Study Area.
The following separate subsections describe each individual Rural Study Area in more detail: Custer, East Badger, Grandview, Guide Aldrich, Harksell, Lawrence, Loomis Trail, Minaker, South Fork, and Ten Mile. In addition to the land cover characterization, the subsections provide information on soil types present as categorized by the US Department of Agriculture – Natural Resource Conservation Service. The number and size of parcels within each Rural Study Area is also presented. This parcel data comes from the Whatcom County Assessors office and does not necessarily reflect legal lots. In addition, the Assessors parcel data is drawn according to public lands surveys, and is not ground-truthed or precisely correlated to aerial photographic data. That is why, in addition to the acreage categorized within various parcel sizes, there is also some acreage categorized as “outside parcel area;” this ‘extra’ acreage reflects the areas falling outside parcel lines when the characterization and Assessor data sets are overlain. The parcel data is provided to complement the information portrayed on the associated maps.


Custer Rural Study Area

The Custer RSA is comprised entirely of Rural 10 Acre zoning. Seventy-two percent of the area within this RSA is categorized as having agricultural soils; with 1,419 acres of prime soils, and 63 acres of statewide important soils. The following tables depict the parcel breakdown by acres and number of parcels and the land cover characterization for this RSA. The map also depicts the land cover characterization, as well as the locations of short and long plat subdivisions on record.

<table>
<thead>
<tr>
<th>Parcel Breakdown</th>
<th>Acres</th>
<th>Parcel Breakdown</th>
<th>No. of Parcels</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5.00 Ac.</td>
<td>125</td>
<td>&lt;5.00 Ac.</td>
<td>48</td>
</tr>
<tr>
<td>5.01-10.00 Ac.</td>
<td>393</td>
<td>5.01-10.00 Ac.</td>
<td>46</td>
</tr>
<tr>
<td>10.01-20.00 Ac.</td>
<td>364</td>
<td>10.01-20.00 Ac.</td>
<td>26</td>
</tr>
<tr>
<td>20.01-40.00 Ac.</td>
<td>485</td>
<td>20.01-40.00 Ac.</td>
<td>15</td>
</tr>
<tr>
<td>&gt;40.01 Ac.</td>
<td>696</td>
<td>&gt;40.01 Ac.</td>
<td>10</td>
</tr>
<tr>
<td>Outside parcel area</td>
<td>3</td>
<td></td>
<td>145</td>
</tr>
</tbody>
</table>

Table 5. Custer RSA: Parcel Breakdown by Acres

<table>
<thead>
<tr>
<th>Land Cover Totals (acres)</th>
<th>557</th>
<th>62</th>
<th>4</th>
<th>0</th>
<th>36</th>
<th>9</th>
<th>1,398</th>
<th>2,066</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOREST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WATER COURSE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL / PUBLIC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MULTI-FAMILY RESIDENCES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SINGLE FAM RESIDENCES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>QUARRY/VACANT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FARMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL GIS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 7. Custer RSA: All Land Cover Acreage

<table>
<thead>
<tr>
<th>Land Cover Totals (acres)</th>
<th>1,245</th>
<th>59</th>
<th>48</th>
<th>46</th>
</tr>
</thead>
<tbody>
<tr>
<td>FARMLAND</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FALLOW FARMLAND</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FARMLAND INFRASTRUCTURE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FARMSTEAD RESIDENCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 8. Custer RSA: Farm Land Cover Acreage

Figure 6. Custer Rural Study Area: Characterization by Percentage Land Cover
Custer Rural Study Area

Zone: R10A
Existing Single Family Residences: 96
Potential Additional Development Rights: 113 DU

Average Parcel Size = 14.23 acres

Land Use Characterization
- Single Family Residence
- Farmstead Single Family Residence
- Multi-Family/Mobile Home Park
- Farm and Infrastructure
- Commercial/Public/Utility
- Farmland, Active
- Farmland,Inactive
- Woodland/Forest
- Quarry
- Vacant
- Water/Stream/Lake/Wetland

December 2012
EAST BADGER RURAL STUDY AREA

The East Badger RSA is comprised entirely of Rural 10 Acre zoning. Ninety-nine percent of the area within this RSA is categorized as having agricultural soils; with 1,947 acres of prime soils, and 148 acres of statewide important soils. The following tables depict the parcel breakdown by acres and number of parcels and the land cover characterization for this RSA. The map also depicts the land cover characterization, as well as the locations of short and long plat subdivisions on record.

<table>
<thead>
<tr>
<th>Parcel Breakdown</th>
<th>Acres</th>
<th>No. of Parcels</th>
<th>Parcel Breakdown</th>
<th>No. of Parcels</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5.00 Ac.</td>
<td>64</td>
<td>27</td>
<td>&lt;5.00 Ac.</td>
<td>27</td>
</tr>
<tr>
<td>5.01-10.00 Ac.</td>
<td>267</td>
<td>32</td>
<td>5.01-10.00 Ac.</td>
<td>32</td>
</tr>
<tr>
<td>10.01-20.00 Ac.</td>
<td>692</td>
<td>47</td>
<td>10.01-20.00 Ac.</td>
<td>47</td>
</tr>
<tr>
<td>20.01-40.00 Ac.</td>
<td>532</td>
<td>18</td>
<td>20.01-40.00 Ac.</td>
<td>18</td>
</tr>
<tr>
<td>&gt;40.01 Ac.</td>
<td>534</td>
<td>10</td>
<td>&gt;40.01 Ac.</td>
<td>10</td>
</tr>
<tr>
<td>Outside parcel area</td>
<td>28</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2117</strong></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>134</strong></td>
</tr>
</tbody>
</table>

Table 9. E. Badger RSA: Parcel Breakdown by Acres

<table>
<thead>
<tr>
<th>Land Cover</th>
<th>FOREST</th>
<th>WATER COURSE</th>
<th>COMMERCIAL /PUBLIC</th>
<th>MULTI-FAMILY</th>
<th>SINGLE FAM RESIDENCES</th>
<th>QUARRY VACANT</th>
<th>FARMS</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Totals (acres)</td>
<td>596</td>
<td>61</td>
<td>6</td>
<td>0</td>
<td>35</td>
<td>215</td>
<td>1,204</td>
<td><strong>2,117</strong></td>
</tr>
</tbody>
</table>

Table 10. East Badger RSA: All Land Cover Acreage

<table>
<thead>
<tr>
<th>FARMS - Detail</th>
<th>ACTIVE FARMLAND</th>
<th>FALLOW FARMLAND</th>
<th>FARMLAND INFRASTRUCTURE</th>
<th>FARMSTEAD RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Cover Totals (acres)</td>
<td>1,045</td>
<td>67</td>
<td>46</td>
<td>46</td>
</tr>
</tbody>
</table>

Table 12. East Badger RSA: Farm Land Cover Acreage

Figure 7. East Badger Rural Study Area: Characterization by Percentage Land Cover
E. Badger Rural Study Area

Land Use Characterization

- Single Family Residence
- Forested Single Family Residence
- Multi-Family/Mobile Home Park
- Farmland infrastructure
- Commercial/Public/Educational/Utility
- Water/Dam/Creek/Lake/Wetland

Zone: R10A
Existing Single Family Residences: 69
Potential Additional Development Rights: 113 Acre

Average Parcel Size = 15.59 acres

December 2012
GRANDVIEW RURAL STUDY AREA

The Grandview RSA is comprised entirely of Rural 5 Acre zoning. Seventy-six percent of the area within this RSA is categorized as having agricultural soils; with 1,830 acres of prime soils, and 385 acres of statewide important soils. The following tables depict the parcel breakdown by acres and number of parcels and the land cover characterization for this RSA. The map also depicts the land cover characterization, as well as the locations of short and long plat subdivisions on record.

<table>
<thead>
<tr>
<th>Parcel Breakdown</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5.00 Ac.</td>
<td>726</td>
</tr>
<tr>
<td>5.01-10.00 Ac.</td>
<td>511</td>
</tr>
<tr>
<td>10.01-20.00 Ac.</td>
<td>559</td>
</tr>
<tr>
<td>20.01-40.00 Ac.</td>
<td>669</td>
</tr>
<tr>
<td>&gt;40.01 Ac.</td>
<td>418</td>
</tr>
<tr>
<td>Outside parcel area</td>
<td>30</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2913</td>
</tr>
</tbody>
</table>

Table 13. Grandview RSA: Parcel Breakdown by Acres

<table>
<thead>
<tr>
<th>Land Cover</th>
<th>WATER COURSE</th>
<th>COMMERCIAL /PUBLIC</th>
<th>MULTI-FAMILY</th>
<th>SINGLE FAM RESIDENCES</th>
<th>QUARRY /VACANT</th>
<th>FARMS</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forest</td>
<td>684</td>
<td>56</td>
<td>15</td>
<td>0</td>
<td>190</td>
<td>12</td>
<td>1,956</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,913</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 15. Grandview RSA: All Land Cover Acreage

<table>
<thead>
<tr>
<th>FARMS - Detail</th>
<th>ACTIVE FARMLAND</th>
<th>FALLOW FARMLAND</th>
<th>FARMLAND INFRASTRUCTURE</th>
<th>FARMSTEAD RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Cover Totals (acres)</td>
<td>1,709</td>
<td>94</td>
<td>68</td>
<td>85</td>
</tr>
</tbody>
</table>

Table 16. Grandview RSA: Farm Land Cover Acreage

Figure 8. Grandview Rural Study Area: Characterization by Percentage Land Cover
Grandview Rural Study Area

Zone: RSA
Existing Single Family Residences: 274
Potential Additional Development Rights: 325 DU

Average Parcel Size = 7.45 acres

Land Use Characterization:
- Farmstead Single Family Residence
- Multi-Family/Mobile Home Park
- Farmstead Infrastructure
- Commercial/Public/Educational/Utility
- Farmland/Active
- Farmland/Fallow
- Forest/Woodland
- Quarry
- Vacant
- Water/Shoreline/Wetland

Page 17
The Guide Aldrich RSA is comprised of 56% (2,555 acres) Rural 10 Acre zoning, and 44% (2,008 acres) Rural 5 Acre zoning. Ninety-six percent of the area within this RSA is categorized as having agricultural soils; with 3,843 acres of prime soils, and 561 acres of statewide important soils. The following tables depict the parcel breakdown by acres and number of parcels and the land cover characterization for this RSA. The map also depicts the land cover characterization, as well as the locations of short and long plat subdivisions on record.

Table 17. Guide Aldrich RSA: Parcel Breakdown by Acres

<table>
<thead>
<tr>
<th>Parcel Breakdown</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5.00 Ac.</td>
<td>1005</td>
</tr>
<tr>
<td>5.01-10.00 Ac.</td>
<td>1130</td>
</tr>
<tr>
<td>10.01-20.00 Ac.</td>
<td>1006</td>
</tr>
<tr>
<td>20.01-40.00 Ac.</td>
<td>949</td>
</tr>
<tr>
<td>&gt;40.01 Ac.</td>
<td>436</td>
</tr>
<tr>
<td>Outside parcel area</td>
<td>38</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>4564</strong></td>
</tr>
</tbody>
</table>

Table 18. Guide Aldrich RSA: Breakdown by Number of Parcels

<table>
<thead>
<tr>
<th>Parcel Breakdown</th>
<th>No. of Parcels</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5.00 Ac.</td>
<td>439</td>
</tr>
<tr>
<td>5.01-10.00 Ac.</td>
<td>160</td>
</tr>
<tr>
<td>10.01-20.00 Ac.</td>
<td>78</td>
</tr>
<tr>
<td>20.01-40.00 Ac.</td>
<td>31</td>
</tr>
<tr>
<td>&gt;40.01 Ac.</td>
<td>7</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>715</strong></td>
</tr>
</tbody>
</table>

Table 19. Guide Aldrich RSA: All Land Cover Acreage

<table>
<thead>
<tr>
<th>Land Cover Totals (acres)</th>
<th>FOREST</th>
<th>WATER COURSE</th>
<th>COMMERCIAL / PUBLIC</th>
<th>MULTI-FAMILY</th>
<th>SINGLE FAM RESIDENCES</th>
<th>QUARRY / VACANT</th>
<th>FARMS</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>729</td>
<td>78</td>
<td>56</td>
<td>13</td>
<td>349</td>
<td>67</td>
<td>3,272</td>
<td>4,564</td>
</tr>
</tbody>
</table>

Table 20. Guide Aldrich RSA: Farm Land Cover Acreage

<table>
<thead>
<tr>
<th>Land Cover Totals (acres)</th>
<th>ACTIVE FARMLAND</th>
<th>FALLOW FARMLAND</th>
<th>FARMLAND INFRASTRUCTURE</th>
<th>FARMSTEAD RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2,833</td>
<td>67</td>
<td>158</td>
<td>214</td>
</tr>
</tbody>
</table>

Figure 9. Guide Aldrich Rural Study Area: Characterization by Percentage Land Cover
Harksell Rural Study Area

The Harksell RSA is comprised entirely of Rural 5 Acre zoning. The following tables depict the parcel breakdown by acres and number of parcels and the land cover characterization for this RSA. The map also depicts the land cover characterization, as well as the locations of short and long plat subdivisions on record.

<table>
<thead>
<tr>
<th>Parcel Breakdown</th>
<th>Acres</th>
<th>Parcel Breakdown</th>
<th>No. of Parcels</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5.00 Ac.</td>
<td>1084</td>
<td>&lt;5.00 Ac.</td>
<td>540</td>
</tr>
<tr>
<td>5.01-10.00 Ac.</td>
<td>909</td>
<td>5.01-10.00 Ac.</td>
<td>140</td>
</tr>
<tr>
<td>10.01-20.00 Ac.</td>
<td>449</td>
<td>10.01-20.00 Ac.</td>
<td>31</td>
</tr>
<tr>
<td>20.01-40.00 Ac.</td>
<td>667</td>
<td>20.01-40.00 Ac.</td>
<td>24</td>
</tr>
<tr>
<td>&gt;40.01 Ac.</td>
<td>213</td>
<td>&gt;40.01 Ac.</td>
<td>4</td>
</tr>
<tr>
<td>Outside parcel area</td>
<td>51</td>
<td></td>
<td>739</td>
</tr>
</tbody>
</table>

Table 21. Harksell RSA: Parcel Breakdown by Acres

<table>
<thead>
<tr>
<th>Land Cover</th>
<th>FOREST</th>
<th>WATER</th>
<th>COMMERCIAL /PUBLIC</th>
<th>MULTI-FAMILY</th>
<th>SINGLE FAM RESIDENCES</th>
<th>QUARRY /VACANT</th>
<th>FARMS</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Totals (acres)</td>
<td>870</td>
<td>48</td>
<td>21</td>
<td>12</td>
<td>396</td>
<td>40</td>
<td>1,986</td>
<td>3,373</td>
</tr>
</tbody>
</table>

Table 23. Harksell RSA: All Land Cover Acreage

<table>
<thead>
<tr>
<th>Land Cover Totals (acres)</th>
<th>1,664</th>
<th>78</th>
<th>125</th>
<th>119</th>
</tr>
</thead>
</table>

Table 24. Harksell RSA: Farm Land Cover Acreage

Figure 9. Harksell Rural Study Area: Characterization by Percentage Land Cover
Harksell Rural Study Area

Land Use Characterization

- Single Family Residence
- Multi-Family/Mobile Home Park
- Farmland Infrastructure
- Commercial/Public/Educational/Military
- Farmland, Active
- Farmland, Fallow
- Woodland/Forest
- Quarry
- Vacant
- Water/Stream/Lake/Wetland

Zone: RSA

Existing Single Family Residences: 609
Potential Additional Development Rights: 257 DU

Average Parcel Size = 4.5 acres

December 2012
The Lawrence RSA is comprised entirely of Rural 5 Acre zoning. The following tables depict 
the parcel breakdown by acres and number of parcels and the land cover characterization for 
this RSA. The map also depicts the land cover characterization, as well as the locations of short 
and long plat subdivisions on record.

<table>
<thead>
<tr>
<th>Parcel Breakdown</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5.00 Ac.</td>
<td>109</td>
</tr>
<tr>
<td>5.01-10.00 Ac.</td>
<td>89</td>
</tr>
<tr>
<td>10.01-20.00 Ac.</td>
<td>90</td>
</tr>
<tr>
<td>20.01-40.00 Ac.</td>
<td>126</td>
</tr>
<tr>
<td>&gt;40.01 Ac.</td>
<td>61</td>
</tr>
<tr>
<td>Outside parcel area</td>
<td>19</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>494</strong></td>
</tr>
</tbody>
</table>

Table 25. Lawrence RSA: Parcel Breakdown by Acres

<table>
<thead>
<tr>
<th>Land Cover</th>
<th>FOREST</th>
<th>WATER COURSE</th>
<th>COMMERCIAL /PUBLIC</th>
<th>MULTI-FAMILY</th>
<th>SINGLE FAM RESIDENCES</th>
<th>QUARRY /VACANT</th>
<th>FARMS</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Totals (acres)</td>
<td>108</td>
<td>10</td>
<td>16</td>
<td>0</td>
<td>23</td>
<td>3</td>
<td>334</td>
<td>494</td>
</tr>
</tbody>
</table>

Table 27. Lawrence RSA: All Land Cover Acreage

<table>
<thead>
<tr>
<th>Land Cover Totals (acres)</th>
<th>300</th>
<th>4</th>
<th>13</th>
<th>17</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total GIS Acres</strong></td>
<td>494</td>
<td>494</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 28. Lawrence RSA: Farm Land Cover Acreage

![Diagram]

Figure 10. Lawrence Rural Study Area: Characterization by Percentage Land Cover
LOOMIS TRAIL RURAL STUDY AREA

The Loomis Trail RSA is comprised entirely of Rural 5 Acre zoning. The following tables depict the parcel breakdown by acres and number of parcels and the land cover characterization for this RSA. The map also depicts the land cover characterization, as well as the locations of short and long plat subdivisions on record.

<table>
<thead>
<tr>
<th>Parcel Breakdown</th>
<th>Acres</th>
<th>Parcel Breakdown</th>
<th>No. of Parcels</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5.00 Ac.</td>
<td>985</td>
<td>&lt;5.00 Ac.</td>
<td>411</td>
</tr>
<tr>
<td>5.01-10.00 Ac.</td>
<td>648</td>
<td>5.01-10.00 Ac.</td>
<td>96</td>
</tr>
<tr>
<td>10.01-20.00 Ac.</td>
<td>690</td>
<td>10.01-20.00 Ac.</td>
<td>48</td>
</tr>
<tr>
<td>20.01-40.00 Ac.</td>
<td>936</td>
<td>20.01-40.00 Ac.</td>
<td>34</td>
</tr>
<tr>
<td>&gt;40.01 Ac.</td>
<td>348</td>
<td>&gt;40.01 Ac.</td>
<td>6</td>
</tr>
<tr>
<td><strong>Outside parcel area</strong></td>
<td><strong>46</strong></td>
<td><strong>Table 30. Loomis Trail RSA: Breakdown by Number of Parcels</strong></td>
<td></td>
</tr>
</tbody>
</table>

Table 29. Loomis Trail RSA: Parcel Breakdown by Acres

<table>
<thead>
<tr>
<th>Land Cover</th>
<th>FOREST</th>
<th>WATER COURSE</th>
<th>COMMERCIAL / PUBLIC</th>
<th>MULTI-FAMILY</th>
<th>SINGLE FAM RESIDENCES</th>
<th>QUARRY / VACANT</th>
<th>FARMS</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Totals (acres)</td>
<td>1,488</td>
<td>82</td>
<td>11</td>
<td>5</td>
<td>299</td>
<td>16</td>
<td>1,752</td>
<td>3,653</td>
</tr>
</tbody>
</table>

Table 31. Loomis Trail RSA: All Land Cover Acreage

<table>
<thead>
<tr>
<th>FARMS - Detail</th>
<th>ACTIVE FARMLAND</th>
<th>FALLOW FARMLAND</th>
<th>FARMLAND INFRASTRUCTURE</th>
<th>FARMSTEAD RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Cover Totals (acres)</td>
<td>1,508</td>
<td>61</td>
<td>79</td>
<td>104</td>
</tr>
</tbody>
</table>

Table 32. Loomis Trail RSA: Farm Land Cover Acreage

![Figure 11. Loomis Trail Rural Study Area: Characterization by Percentage Land Cover](image)

Page 24
Loomis Trail Rural Study Area

Land Use Characterization
- Single Family Residence
- Farmstead: Single Family Residence
- Multi-Family/Mobile Home Park
- Farmland Infrastructure
- Commercial/Public/Industrial/Utility
- Farmland, Active
- Farmland, Fallow
- Woodland/Wetland
- Quarry
- Vacant
- Water/Stream/Lake/Wetland

Zone: R5A
Existing Single Family Residences: 447
Potential Additional Development Rights: 334 DU

Average Parcel Size = 6.06 acres
The Minaker RSA is comprised entirely of Rural 10 Acre zoning. The following tables depict the parcel breakdown by acres and number of parcels and the land cover characterization for this RSA. The map also depicts the land cover characterization, as well as the locations of short and long plat subdivisions on record.

<table>
<thead>
<tr>
<th>Parcel Breakdown</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5.00 Ac.</td>
<td>20</td>
</tr>
<tr>
<td>5.01-10.00 Ac.</td>
<td>21</td>
</tr>
<tr>
<td>10.01-20.00 Ac.</td>
<td>12</td>
</tr>
<tr>
<td>20.01-40.00 Ac.</td>
<td>186</td>
</tr>
<tr>
<td>&gt;40.01 Ac.</td>
<td>43</td>
</tr>
<tr>
<td>Outside parcel area</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>283</strong></td>
</tr>
</tbody>
</table>

Table 33. Minaker RSA: Parcel Breakdown by Acres

<table>
<thead>
<tr>
<th>Parcel Breakdown</th>
<th>No. of Parcels</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5.00 Ac.</td>
<td>11</td>
</tr>
<tr>
<td>5.01-10.00 Ac.</td>
<td>4</td>
</tr>
<tr>
<td>10.01-20.00 Ac.</td>
<td>1</td>
</tr>
<tr>
<td>20.01-40.00 Ac.</td>
<td>6</td>
</tr>
<tr>
<td>&gt;40.01 Ac.</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>23</strong></td>
</tr>
</tbody>
</table>

Table 34. Minaker RSA: Breakdown by Number of Parcels

<table>
<thead>
<tr>
<th>Land Cover Totals (acres)</th>
<th>FORREST</th>
<th>WATER COURSE</th>
<th>COMMERCIAL /PUBLIC</th>
<th>MULTI- FAMILY</th>
<th>SINGLE FAM RESIDENCES</th>
<th>QUARRY /VACANT</th>
<th>FARMS</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>23</td>
<td>14</td>
<td>2</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>240</td>
<td>283</td>
</tr>
</tbody>
</table>

Table 35. Minaker RSA: All Land Cover Acreage

<table>
<thead>
<tr>
<th>FARMS - Detail</th>
<th>ACTIVE FARMLAND</th>
<th>FALLOW FARMLAND</th>
<th>FARMLAND INFRASTRUCTURE</th>
<th>FARMS</th>
<th>RESIDENCE</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Cover Totals (acres)</td>
<td>210</td>
<td>0</td>
<td>14</td>
<td></td>
<td>16</td>
<td>283</td>
</tr>
</tbody>
</table>

Table 36. Minaker RSA: Farm Land Cover Acreage

Figure 12. Minaker Rural Study Area: Characterization by Percentage Land Cover
SOUTH FORK RURAL STUDY AREA

The South Fork RSA is comprised of 1,412 acres total: 1,199 acres in Rural 10 Acre zoning, and 213 acres in RSA zoning. The following tables depict the parcel breakdown by acres and number of parcels and the land cover characterization for this RSA. This area is depicted in two maps – a north South Fork RSA, and south South Fork RSA – in order to reach the scale needed to convey the land cover characterization, as well as the locations of short and long plat subdivisions on record.

<table>
<thead>
<tr>
<th>Parcel Breakdown</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5.00 Ac.</td>
<td>221</td>
</tr>
<tr>
<td>5.01-10.00 Ac.</td>
<td>375</td>
</tr>
<tr>
<td>10.01-20.00 Ac.</td>
<td>492</td>
</tr>
<tr>
<td>20.01-40.00 Ac.</td>
<td>202</td>
</tr>
<tr>
<td>&gt;40.01 Ac.</td>
<td>81</td>
</tr>
<tr>
<td>Outside parcel area</td>
<td>41</td>
</tr>
</tbody>
</table>

1412

Table 37. S. Fork RSA: Parcel Breakdown by Acres

<table>
<thead>
<tr>
<th>Land Cover Totals (acres)</th>
<th>FOREST</th>
<th>WATER COURSE</th>
<th>COMMERCIAL/Public</th>
<th>MULTI-FAMILY</th>
<th>SINGLE FAMILY RESIDENCES</th>
<th>QUARRY/VACANT</th>
<th>FARMS</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>733</td>
<td>65</td>
<td>11</td>
<td>0</td>
<td>86</td>
<td>54</td>
<td>463</td>
<td>1,412</td>
</tr>
</tbody>
</table>

Table 39. South Fork RSA: All Land Cover Acreage

<table>
<thead>
<tr>
<th>Land Cover Totals (acres)</th>
<th>ACTIVE FARMLAND</th>
<th>FALLOW FARMLAND</th>
<th>FARMLAND INFRASTRUCTURE</th>
<th>FARMSTEAD RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>376</td>
<td>17</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

Table 40. South Fork RSA: Farm Land Cover Acreage

Figure 13. South Fork Rural Study Area: Characterization by Percentage Land Cover

Page 28
South Fork Rural Study Area - North

Zone: R10A
Existing Single Family Residences: 18
Potential Additional Development Rights: 11 DU

Average Parcel Size = 9.9 acres

**Land Use Characterization**
- Single Family Residence
- Farmstead Single Family Residence
- Multi-Family/Mobile Home Park
- Farmland Infrastructure
- Commercial/Public/Educational/Utility
- Farm Land/Field
- Forest/Woodland
- Quarry
- Vacant
- Water/Stream/Lake/Wetland
Ten Mile Rural Study Area

The Ten Mile RSA is comprised of 4,745 acres: 3,163 acres in Rural 10 Acre zoning, and 1,581 acres in Rural 5 acre zoning. The following tables depict the parcel breakdown by acres and number of parcels and the land cover characterization for this RSA. The map also depicts the land cover characterization, as well as the locations of short and long plat subdivisions on record.

<table>
<thead>
<tr>
<th>Parcel Breakdown</th>
<th>Acres</th>
<th>Parcel Breakdown</th>
<th>No. of Parcels</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5.00 Ac.</td>
<td>643</td>
<td>&lt;5.00 Ac.</td>
<td>216</td>
</tr>
<tr>
<td>5.01-10.00 Ac.</td>
<td>1060</td>
<td>5.01-10.00 Ac.</td>
<td>156</td>
</tr>
<tr>
<td>10.01-20.00 Ac.</td>
<td>704</td>
<td>10.01-20.00 Ac.</td>
<td>53</td>
</tr>
<tr>
<td>20.01-40.00 Ac.</td>
<td>1260</td>
<td>20.01-40.00 Ac.</td>
<td>46</td>
</tr>
<tr>
<td>&gt;40.01 Ac.</td>
<td>957</td>
<td>&gt;40.01 Ac.</td>
<td>17</td>
</tr>
<tr>
<td>Outside parcel area</td>
<td>121</td>
<td></td>
<td>488</td>
</tr>
</tbody>
</table>

Table 41. Ten Mile RSA: Parcel Breakdown by Acres

<table>
<thead>
<tr>
<th>Land Cover Totals (acres)</th>
<th>FOREST</th>
<th>WATER COURSE</th>
<th>COMMERCIAL / PUBLIC</th>
<th>MULTI-FAMILY</th>
<th>SINGLE FAM RESIDENCES</th>
<th>QUARRY / VACANT</th>
<th>FARMS</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,157</td>
<td>102</td>
<td>77</td>
<td>2</td>
<td>267</td>
<td>66</td>
<td>3,074</td>
<td>4,745</td>
</tr>
</tbody>
</table>

Table 42. Ten Mile RSA: All Land Cover Acreage

<table>
<thead>
<tr>
<th>FARMS - Detail</th>
<th>ACTIVE FARMLAND</th>
<th>FALLOW FARMLAND</th>
<th>FARMLAND INFRASTRUCTURE</th>
<th>FARMSTEAD RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Cover Totals (acres)</td>
<td>2,746</td>
<td>65</td>
<td>128</td>
<td>134</td>
</tr>
</tbody>
</table>

Table 43. Ten Mile RSA: Land Cover Acreage

---

Figure 14. Ten Mile Rural Study Area: Characterization by Percentage Land Cover
Ten Mile Rural Study Area

Land Use Characterization
- Single Family Residence
- Farmland, Active
- Farmland, Fallow
- Woodland/Forest
- Quarry
- Vacant
- Water/Stream/Lake/Wetland

Zone: R5A/R10A
Existing Single Family Residences: 155/196
Potential Additional Development Rights: 154 DU/164 DU

Average Parcel Size R5A = 6.83 acres
R10A = 11.61 acres
**RURAL 10 ACRE – LAND COVER ANALYSIS**

The Rural 10 Acre zoned areas of the county that do not lie inside a Rural Study Area are characterized here. This analysis is based on 99% completion of the characterization in all R10A areas.

<table>
<thead>
<tr>
<th>Land Cover</th>
<th>FOREST</th>
<th>WATER COURSE</th>
<th>COMMERCIAL / PUBLIC</th>
<th>MULTI-FAMILY</th>
<th>SINGLE FAM RESIDENCES / VACANT</th>
<th>QUARRY</th>
<th>FARMS</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Totals</td>
<td>9,823</td>
<td>237</td>
<td>696</td>
<td>4</td>
<td>900</td>
<td>455</td>
<td>5,103</td>
<td><strong>17,218</strong></td>
</tr>
</tbody>
</table>

Table 45. R10A Zone outside RSAs: All Land Cover Acreage

<table>
<thead>
<tr>
<th>Land Cover</th>
<th>ACTIVE FARMLAND</th>
<th>FALLOW FARMLAND</th>
<th>FARMLAND INFRASTRUCTURE</th>
<th>FARMSTEAD RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Totals</td>
<td>3,907</td>
<td>761</td>
<td>174</td>
<td>261</td>
</tr>
</tbody>
</table>

Table 46. R10A Zone outside RSAs: Farm Land Cover Acreage

---

**Figure 15. Rural 10 Acre areas outside RSAs: Characterization by Percentage Land Cover**
RURAL 5 ACRE – LAND COVER ANALYSIS

The Rural 5 Acre zoned areas of the county that do not lie inside a Rural Study Area are characterized here. This analysis is based on 83% completion of the characterization in all R5A areas, as described in the first chapter.

<table>
<thead>
<tr>
<th>Land Cover Totals (acres)</th>
<th>FOREST</th>
<th>WATER COURSE</th>
<th>COMMERCIAL / PUBLIC</th>
<th>MULTI-FAMILY RESIDENCES</th>
<th>SINGLE FAM RESIDENCES</th>
<th>QUARRY / VACANT</th>
<th>FARMS</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>29,187</td>
<td>1,014</td>
<td>567</td>
<td>96</td>
<td>5,151</td>
<td>1,671</td>
<td>20,116</td>
<td></td>
<td>57,802</td>
</tr>
</tbody>
</table>

Table 47. RSA Zone outside RSAs: All Land Cover Acreage

<table>
<thead>
<tr>
<th>FARMS - Detail</th>
<th>ACTIVE FARMLAND</th>
<th>FALLOW FARMLAND</th>
<th>FARMLAND INFRASTRUCTURE</th>
<th>FARMSTEAD RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Cover Totals (acres)</td>
<td>16,051</td>
<td>1,944</td>
<td>772</td>
<td>1,349</td>
</tr>
</tbody>
</table>

Table 48. RSA Zone outside RSAs: Farm Land Cover Acreage

Figure 16. Rural 5 Acre areas outside RSAs: Characterization by Percentage Land Cover
AGRICULTURAL PROTECTION OVERLAY RESERVE TRACTS – LAND COVER ANALYSIS

Agricultural Protection Overlay (APO) reserve tracts consist of land developed through the APO ordinance in accordance with Whatcom County Code 20.38, and specifically the reserve tract portion of the development set aside for agricultural use. Based on analysis by WWU students¹ and verified by county GIS analysis, APO cluster short plat reserve tracts were identified and overlain on the land cover categorization. This data is taken from sixty APO short plats representing 1,566 acres. The percentage of this total APO short plat acreage set aside as reserve tract (as opposed to residential) acreage is 74%, or 1,158 acres as detailed below.

<table>
<thead>
<tr>
<th>Land Cover Totals (acres)</th>
<th>FOREST</th>
<th>WATER COURSE</th>
<th>COMMERCIAL/PUBLIC</th>
<th>MULTI-FAMILY</th>
<th>SINGLE FAM RESIDENCES</th>
<th>QUARRY/VACANT</th>
<th>FARMS</th>
<th>TOTAL GIS Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>412</td>
<td>26</td>
<td>0</td>
<td>0</td>
<td>25</td>
<td>8</td>
<td>687</td>
<td>1,158</td>
</tr>
</tbody>
</table>

Table 49. APO Reserve Tracts: All Land Cover Acreage

<table>
<thead>
<tr>
<th>FARMS - Detail</th>
<th>ACTIVE FARMLAND</th>
<th>FALLOW FARMLAND</th>
<th>FARMLAND INFRASTRUCTURE</th>
<th>FARMSTEAD RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Cover Totals (acres)</td>
<td>622</td>
<td>20</td>
<td>25</td>
<td>20</td>
</tr>
</tbody>
</table>

Table 50. APO Reserve Tracts: Farm Land Cover Acreage

¹Database from WWU identified clustered residential parcels and not the reserve tract portion specifically. Analysts used best judgment in determining Reserve Tract location where questioned. In one case, two neighboring short plats share a reserve tract (2012)
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2.2 Map Series

The following maps depict the land cover characterization by the categories defined in the first chapter, as shown in the legend. This legend is repeated later on its own page for ease of use. While the tables and figures in the previous chapter grouped some of the land use categories, the maps retain them as separate categories.

It is important to note that these maps depict the land cover characterization at a point in time. Some analysis is not complete due to the differentiation of the land cover in those areas, or the relative lower priority of those areas for commercial agriculture protection. Where zoning designations are depicted, the land cover analysis has not been done. The urban and more intensely developed small town areas of the county are not intended to be analyzed, as they are not high priority areas for the protection of long term commercial agricultural operations.

The first map shows the entire county. In order to better see the characterization, the next maps depict larger scale subareas of the county, by number, as labeled on the key.

The Rural Study Areas are outlined in orange on the maps. Refer to the map on page 7 to see the location of the RSAs by name in relation to one another.

A full size map is available on the County’s Planning and Development Services web site here: http://www.whatcomcounty.us/pds/gis/index.jsp.

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2 For purposes of this report, the ‘entire county’ consists only of the western portion of the county governed locally, not the eastern mountainous portion that is federally owned and managed.
COUNTY MAP – KEY TO SUBSEQUENT AREA MAPS

WHATCOM COUNTY
July 2012
Land Cover Classifications in Agricultural and Rural Areas

- Single Family Residence
- Farmstead Single Family Residence
- Multi-Family Trailer Park
- Farmland Infrastructure
- Commercial Public/Institutional
- Farmland, Active
- Farmland, Fallow
- Woodland, Forest
- Quarry
- Water/Stream/Lake/Wetland
- Vacant
- Rural Zoning

Rural Study Areas
MAP LEGEND – LAND COVER CATEGORIZATION AND ZONING

Legend

- Rural Study Areas

Land Use

- Single Family Residential
- Farmstead SFR
- Multi Family SFR/Mobile Home Park
- Farmstead Infrastructure
- Commercial/Public/Education
- Farmland, Active
- Farmland, Fallow
- Woodland/Forest
- Quarry
- Vacant
- Water/Stream/Wetland/Lake

Zoning Designation

- Agriculture
- Rural (10)
- Rural (5)
**TITLE OF DOCUMENT:**
Annual presentation from the Washington Counties Risk Pool

**ATTACHMENTS:**

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

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

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
TITLE OF DOCUMENT: Ordinance revising Whatcom County Code WCC 3.08, Purchasing System

ATTACHMENTS: Ordinance & Memo

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.)

This ordinance clarifies the purchasing process and updates the purchasing thresholds to the limits allowed by state law and increases the dollar value of contracts that may be approved administratively.

COMMITTEE ACTION:

COUNCIL ACTION:
6/04/2013: 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.
Memorandum

To: Jack Louws, County Executive
From: Brad Bennett, Finance Manager
Date: May 2, 2013
Re: Update to WCC 3.08 Purchasing System

The attached ordinance makes several updates to WCC 3.08 Purchasing System. The intent of these updates is to achieve greater administrative efficiency through clarifying purchasing processes, updating purchasing thresholds to the limits allowed in state law and increasing the dollar value of contracts that may be approved administratively.

There were 119 purchasing related agenda items in 2012, 66 bids, 18 sole sources awards, and 35 state contract / interlocal agreement awards. All of these agenda items were approved by the County Council, 112 were approved unanimously. If the administrative authority to award contracts was increased to $100,000 from $15,000 for professional services and $35,000 for bids, 77 of the 119 agenda items or 65% could have been approved administratively.

If the threshold for requiring a bid were increased from $10,000 to $25,000 for a non-public work and $40,000 for a public work the number of bids based on 2012 would have decrease 19% to 53 from 69. The bid process takes between six and eight weeks from advertisement to award. Increasing the bid limit will save staff time. Another consideration is that it is getting increasingly more difficult to get contractors bid on small projects.

We requested county departments to estimate the time savings their department would realize from the proposed changes to the purchasing code. The estimated savings in staff time organization wide was 4,200 hours which equates to approximately $176,000 in staff time. Based on the departmental responses I received, county departments support these changes and are universally enthusiastic about the potential for increased staff productivity.
ORDINANCE NO. ____________

AN ORDINANCE AMENDING WCC 3.08, PURCHASING SYSTEM

WHEREAS, Washington State has updated the laws governing county purchasing activities, and

WHEREAS, Whatcom County has generated cost savings by eliminating functions which formerly were components of the purchasing system, and

WHEREAS, the County wishes to achieve greater administrative efficiencies through clarifying purchasing processes, updating purchasing thresholds to the limits allowed in state law and increasing the dollar value of contracts that may be approved administratively,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 3.08 is amended to read, in its entirety, as set forth in the attached Exhibit A.

Adopted this _______ day of __________________________, 2013.

ATTEST

Dana Brown-Davis, Clerk of the Council

Kathy Kershner, Chairperson

APPROVED AS TO FORM

Daniel L. Johansen
Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved  ( ) Denied
Date Signed: ______________
Exhibit A

Sections:

3.08.010 Purpose.
3.08.020 Administration.
3.08.030 Authority and functions.
3.08.040 Price quotations.
3.08.050 Deleted. Vendor lists
3.08.060 Bids and proposals required.
3.08.070 Contractor's bond required for public works.
3.08.080 Labor and material claims.
3.08.090 Bid specifications, deposits and awards.
3.08.095 Small works roster contract award process.
3.08.100 Council approval required.
3.08.110 Unregistered or unlicensed contractors prohibited.
3.08.120 Joint purchasing.
3.08.130 Amendments to chapter.
3.08.140 Severability.

3.08.010 Purpose.
It shall be the purpose of this chapter to establish a purchasing system to work with all county departments, agencies, boards and commissions, and other operations of the county to ensure efficiency in procurement of supplies and equipment of the necessary quality at the lowest possible cost; to ensure compliance with purchasing statutes, regulations, policies and procedures; to ensure efficient utilization of county property, new and used, and to minimize employee time devoted to purchasing functions. (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.020 Administration.
The director of the administrative services department shall have full authority and responsibility for the operation of the purchasing system under the direction of the county executive. (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.030 Authority and functions.
A. The authority to recommend and implement administrative policies and procedures that provide a comprehensive basis for purchasing functions shall fall under the purview of the purchasing system.

B. The following responsibilities shall be coordinated through the purchasing system:

1. Continue to improve services to departments and agencies in the area of purchasing.

2. Develop automated requisition and reporting systems.
3. Improve purchasing productivity and control for all departments.

4. Standardize high volume purchases.

5. Centralize and execute printing orders from departments.

6-5. Develop efficient policies and procedures for acquiring goods and services.

7 6. Implement inventory controls and minimize costs of goods and services.

8. Submit an annual report on the status of county-owned inventories. The report may include recommendations for improved standardization and high-volume purchasing.

9 7. Prepare and make available to all departments standardized forms for requisitions, vouchers, inventories and any other form required for county operations.

10 8. Assign purchase order numbers for the acquisition of wherein the county acquires supplies, materials, equipment tools, services, rental of personal property, professional services or contract rights in property and contracted public works exceeding $2,500.

11 9. Annually publish in a newspaper of general circulation within Whatcom County a notice of the existence of vendor lists. Solicit the names of vendors for the lists. Maintain vendor list pursuant to RCW 39.04.190

12. Secure telephone and/or written quotations from enough vendors to assure establishment of a competitive price.

13. Award contracts for the purchase of materials, equipment or services involving amounts not exceeding $10,000.

14 10. Whenever practically possible, contact at least three vendors to assure competitive pricing.

15 11. When the amount of any transaction exceeds $10,000, the division, unless otherwise provided by law, shall be responsible for the review and approval of Review and approve bid specifications and the preparation of prepare invitations to bid pursuant to provisions set forth in this chapter.

16 12. Bids shall be checked Check bids for accuracy and/or compliance with specifications and invitation to bid.

17 13. Make bid recommendations on all awards to the county executive.

18 14. Perform such other duties as may be required to further the purposes of this chapter. (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.040 Price quotations.
Whenever practically possible, price quotations from at least three vendors shall be solicited for contracts and purchases or leases of supplies, materials or equipment the acquisition of materials, supplies, services, tools, equipment or rental of personal property, involving amounts greater than $5,000 but not exceeding $40,000 in a single transaction. Three price quotations will also be obtained for all contracted work constituting a public work not exceeding $40,000. Quotations for architects and engineers are subject to the requirements of RCW Chapter 39.80. Records of all quotations obtained shall be maintained and shall be open to public inspection. Bids submitted periodically for the roster of rental equipment with operators may be used as the source of quotations for public works projects not exceeding $40,000. (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.050 Vendor lists.

Whatcom County will maintain a vendor list pursuant to RCW 39.04.190
Deleted by Ord. 97-034. (Ord. 93-042 Exh. H).

3.08.060 Bids and proposals required.

Bids or proposals must be submitted in response to specifications and invitations to bid for all contracts and purchases or leases of supplies, materials or equipment involving funds of $10,000 or more except as follows:

A. Professional consulting services of $10,000 or more shall be made upon a call for bids, proposals, or statements of qualification, except in the case of an emergency declared by the county executive, or when the acquisition of such services is from another public entity, or when the county council, upon recommendation of the county executive, finds that a waiver of the bid requirement will be in the best interest of Whatcom County. "Professional consulting services" includes, but is not limited to, services from lawyers, architects, engineers, labor relations consultants, and computer specialists.

B. In regard to contracts with architectural and engineering services, this section shall supplement the provisions of Chapter 39.80 RCW and not be in lieu thereof.

C. Repairs for less than $20,000 on equipment necessary to complete a project and intergovernmental transfers of property shall not be required to go through competitive bidding. However, should either the repair or the property transfer be for $25,000 or more, it shall require council approval.

D. Sole source purchases shall not be required to go through competitive bidding. A purchase may be determined to be sole source by the county executive or designee when the bidding process would be futile because only one bidder could respond to the invitation.
E. B. In the event of an emergency when the public interest or property of the county would suffer material injury or damage by delay, upon an order of the county executive declaring the existence of such emergency and reciting the facts constituting same, the requirements governing competitive bids with reference to any purchase or contract may be waived pursuant to RCW 36.32.270.

F. C. Public works projects involving funds not exceeding the amount allowed in RCW 39.04.155, Small works roster contract procedures – Limited public works process, or any successor statute, may be completed utilizing the small works roster contract award process. (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

D. Acquisition is from another public entity.

E. Contract does not require use of county funds.

Proposals from architects and engineers are subject to the requirements of RCW Chapter 39.80.

3.08.070 Contractor’s bond required for public works.

Whatcom County shall comply with the requirements of RCW 39.08.010

A. The county shall require from a successful bidder a contractor’s bond in the amount and with the conditions imposed by law.

B. On contracts of $25,000 or less, Whatcom County may, where 50 percent of the contract amount is retained for a period of 30 days after date of final acceptance (providing all necessary releases from the tax commission and the Department of Labor and Industries have been received) dispense with the requirement of a contractor’s bond, as permitted by state law.

C. When required, the contractor’s bond shall be a good and sufficient bond, with two or more sureties, or with a surety company duly and currently licensed to engage in surety bonding business in the state of Washington. Such bond shall conform to RCW 39.08.010.

D. The contractor’s bond shall be payable to the county of Whatcom, state of Washington. The conditions of the contractor’s bond shall include:

1. The faithful performance of the contract; and

2. The faithful payment of all laborers, mechanics, subcontractors, materialmen, and persons who supply such laborers, mechanics, subcontractors, or materialmen with provisions and supplies for carrying on such work.

E. The contractor’s bond is to be approved and filed with the original contract document within 10 days (exclusive of the date of notice) after notice of award. (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).
3.08.080 Labor and material claims.

Labor and material claims shall be filed pursuant to RCW 39.08.030
A. Notice Required to Create Lien Against Retainage. Every person performing labor or furnishing supplies toward the completion of a contract for public improvements or work by the county other than for professional services shall have a lien upon the retainage reserved; provided, such notice of the lien of such claimant has been given in the manner and within the time provided in RCW 39.08.030 through 39.08.060 as now existing and in accordance with any amendments that may be made thereto.

B. Special Notice Required for Suppliers to Bind Retainage. Every laborer, mechanic, subcontractor, materialman and person who supplies such persons with provisions and supplies for carrying on contract work for the county shall have a right of action against the contractor's bond; provided, that within 45 days from and after the completion of the contract with an acceptance of the work by the affirmative action of the county council, county executive, county engineer, or other officer acting for the county, the lien claimant, or person claiming to be entitled to a lien, present to and file with the county, a notice of claim of lien in compliance with the requirements of RCW 39.08.030 and 60.28.011.

C. Special Provision of Claims Not Timely Filed. Whenever the county has entered into a contract for the construction of any public improvement for the benefit of the county, whereby the contractor agreed to furnish all labor, material and supplies necessary for the improvement, and the contractor has proceeded with such improvement and procured from other persons labor, material, or supplies and used the same in the construction of the improvement, but has failed to pay such persons therefor, and such persons have filed claims therefor against the county, and the claims have been audited in the manner provided by law and found to be just claims against the county, and valid obligations of the county except for the fact that they were not filed within the time provided by law, the county council may provide funds sufficient therefor, and cause the payment of such claims in the manner provided by law for the payment of valid claims against the county. (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.090 Bid specifications, deposits and awards.

A. In developing specifications for bids or proposals, all reasonable efforts shall be made to ensure that a variety of vendors shall be capable of fulfilling the stated requirements of the county. Performance considerations shall be included in the specifications. However, nothing in this section shall be construed to limit the county from pursuing sole source procurement where adequate justification has been presented that such procurement is in the best interests of county operations.

B. When the acquisition of materials, supplies, purchased services, tools, equipment, rental of personal property or professional services involves amounts greater than $25,000 in a single transaction for a non-public work award or exceeding $40,000 for a public work award amount of any contract, purchase or lease exceeds $10,000, the administrative services department shall
be responsible for the review and approval of specifications and the preparation of invitations to bid pursuant to provisions set forth in this chapter.

C. No warrants shall be issued for the purchase or lease of capital outlay equipment (nor a lease period extended or purchase option exercised) unless authorized by the director of the administrative services department or designee.

D. All bid specifications for public works, leases, or purchases prepared under the provisions of this chapter shall be in writing and placed on file for public inspection.

E. An advertisement that written specifications are on file and available for public inspection shall be published in the official county newspaper. Advertisements shall be published at least once in each week for two consecutive weeks prior to the last date upon which bids will be received and may be published for as many additional publications as shall be considered in the county’s interest. Such advertisement shall state:

1. The date after which bids will not be received;
2. The character of the work to be done, or the materials, equipment or service to be purchased; and
3. Where the specifications may be seen.

F. No bid shall be considered for public works unless it is accompanied by a bid deposit in the form of a surety bond, postal money order, cash, cashier’s check, or certified check in an amount equal to five percent of the amount of the bid proposed.

G. If the bidder to whom the contract is awarded fail to enter into the contract or fail to furnish the contractor’s bond within 10 days (exclusive of the date of notice) after notice of the award, the amount of the bid deposit shall be forfeited to the county. Thereafter, the award shall be made to the next lowest responsive bidder. The bid deposit of an unsuccessful bidder (if his bid deposit has not been forfeited) shall be returned after the required contractor’s bond of the successful bidder has been accepted.

H. Bids received shall be opened and read in public on the date named in the advertisement for bids, or to such an adjourned time as may then be publicly announced on a subsequent date established in a bid addendum.

I. After opening, all bids shall be reviewed and referred to the requisitioning department for recommendation of award. Bids will be forwarded by the director of the administrative services department or designee with a recommendation to the county executive for award.

J. After opening and award, all bids shall be filed for public inspection, and available by telephone inquiry.
K. Any or all bids may be rejected for good cause. If all bids are not rejected, the award shall be to the lowest responsive bidder. In determining which is the lowest responsive bidder, the county may take into consideration the bidder’s responsiveness to the county’s requirements, the quality of the articles to be purchased or leased, availability of parts and service, delivery time, the tax revenue the county would receive from purchasing from a supplier located within its boundaries and prior dealings with the bidder.

L. The county may issue requests for proposals for services, or for technologically complex equipment including but not limited to computers, software, or telephone systems. If all proposals are not rejected, the award shall be to the highest rated proposal, taking into account the selection criteria published in the request for proposals.

M. The county may award to multiple bidders for the same commodity or service when the bid specifications provide for special circumstances in the determination of which vendor is truly the lowest price to the county. Special circumstances may include differences in ability to deliver, delivery time, availability of material, special loading or unloading conditions, total cost including transport or labor if not included with bid item, performance of the delivered material, location of the source, and proximity to the delivery point.

N. The county executive may administratively amend and execute capital improvement project contracts within the approved project capital budget appropriation.

O. Contracts other than capital improvement project contracts entered into by the county may be administratively amended to a cumulative amount not to exceed $10,000 or 10 percent of the original contract, whichever is greater; larger amounts require council approval.

P. Amendments to existing contracts which involve externally funded pass-through moneys may be approved by the county executive without council approval in any amount. (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.095 Small works roster contract award process.
This section may be utilized in the acquisition of contractual services necessary to complete public works projects as allowed under RCW 36.32.250, and consistent with RCW 39.04.155, in order to use a small works roster contract award process in lieu of formal sealed bidding, the county shall:

A. Publish at least twice each year in the official county newspaper a notice of the existence of the roster and solicitation of contractors that are qualified for the requested categories of work. Notice shall be published at least once in each week for two consecutive weeks prior to the last date upon which response to the notice will be received, and may be published for as many additional publications as shall be considered in the county’s interest.

B. In every case a certain category of work is to be accomplished under this section, all contractors responding to the above notice and indicating their qualification to perform the category of work proposed shall be contacted and provided an invitation to bid.
C. Include in the invitation to bid the date on which bids will be received, the scope and nature of work to be performed, the materials and equipment to be furnished, and, if not provided otherwise in the invitation to bid, where the detailed plans and specifications may be seen and obtained.

D. Otherwise apply the provisions of WCC 3.08.090(B), (D)-(E), (F), (G), (H), (I), (J), (K), and (N) (M).

E. Forgo the advertisement of a contract awarded through use of the small works roster. (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A).

3.08.100 Council approval required.
Contracts for professional services exceeding $15,000, and bids exceeding $35,000 $100,000 and all real property leases must be submitted to the county council for approval, except when:

A. Exercising an option contained in a contract or lease previously approved by the council;

B. Contract is for the design, construction, right-of-way acquisition or other capital costs for capital projects which are within the appropriation approved by the county council in a project-budget capital budget appropriation ordinance; or

C. Contract is for technical support and software maintenance from the developer of proprietary software which is currently being used by Whatcom County.

D. Contract is for manufacturer's technical support and hardware maintenance of electronic systems.

EC. Pursuant to and within the scope of a declaration of emergency made by the county executive under either WCC 3.08.060(A) or (E). The county executive, pursuant to a declaration of emergency, shall submit the contract to the county council for informational purposes at the council's next regular or special meeting. (Ord. 2007-004 Exh. A; Ord. 2000-025; Ord. 97-034 Exh. A; Ord. 96-034; Ord. 93-042 Exh. H).

Contracts and interlocal agreements which do not require the use of county funds may be approved administratively by the County Executive.

3.08.110 Unregistered or unlicensed contractors prohibited.
No contract shall be entered into or executed with any contractor who is not registered or licensed as required by the laws of this state (except only as permitted under RCW 39.06.010 for highway projects for contractors who have been prequalified as required under RCW 47.28.070). (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.120 Joint purchasing.
The county may enter into agreements with the state or with any agency, political subdivision, or unit of local government to purchase goods or services cooperatively. Joint purchasing services are hereby authorized and encouraged with any other municipal corporation in Whatcom County. Assistance to the participating municipal corporation may be given in any way except that a sale
or contract shall be between the vendor and the participating municipal corporation and not Whatcom County. Bids and quotes may be obtained jointly based on volume if it is in the county’s best interest to do so. (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.130 Amendments to chapter.
The county council reserves the exclusive right to alter, amend, rescind, abrogate, delete, supersede or replace the provisions of this chapter, or any part thereof, in any manner not inconsistent with state law. Whether or not the county council takes action, the provisions of this chapter shall be deemed automatically altered, amended, or superseded to conform to any mandatory state administrative ruling or statute, as of the effective date of any such enactment appertaining to the matters covered in this chapter, to the effect that the provisions of this chapter shall at all times conform to, and never conflict with, said state laws and regulations. (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.140 Severability.
If any provision of this chapter is held to be invalid, the remainder of the chapter shall remain in effect. (Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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TITLE OF DOCUMENT: Ordinance revising Whatcom County Code WCC 1.10.140, Inventory of Personal Property

ATTACHMENTS: Ordinance & Memo

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.)

This ordinance clarifies the inventory process and modifies the frequency of the submission of inventories.

COMMITTEE ACTION:

COUNCIL ACTION:
6/04/2013: 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.
Memorandum

To: Jack Louws, County Executive
From: Brad Bennett, Finance Manager
Date: May 23, 2013
Re: Ordinance amending WCC 1.10

The attached ordinance amends WCC 1.10.140 Duty to maintain inventory of personal property. The objective of this amendment is to achieve greater administrative efficiency by increasing the interval for the physical inventory of capital assets and small and attractive assets from annually to once every two years. Our intent is to conduct inventories throughout the year, each year. The inventories will be scheduled in a manner that each department is inventoried once every two years. This schedule will satisfy the Federal requirements for assets purchased with Federal grants. We have a good system for managing county assets. I do not believe an annual inventory is necessary or a good use of county resources. The Washington State Auditor has recommended that we update our asset policies to establish physical inventory intervals for each asset group.

This ordinance also clarifies the requirements for the physical inventory of parts, materials and supplies held in stores. County stores require an annual physical inventory to support our financial statements.

Please contact me if you have any questions.
ORDINANCE NO. ____________

AN ORDINANCE AMENDING WCC 1.10, PROCEDURES FOR MANAGEMENT AND DISPOSITION OF COUNTY-OWNED PERSONAL AND REAL PROPERTY

WHEREAS, Whatcom County Code section 1.10.140 establishes the duty to maintain inventory of personal property, and

WHEREAS, Whatcom County maintains up to date asset records of its real and personal property in the financial management system, and

WHEREAS, the Washington State Auditor’s Office has recommend Whatcom County update its asset policies to establish physical inventory intervals for each asset group, and

WHEREAS, Federal grant requirements dictate that Whatcom County physically inventory assets purchased with Federal funds at least every two years, and

WHEREAS, the County wishes to achieve greater administrative efficiencies through clarifying the Whatcom County Code requirements governing personal property processes and reducing the physical inventory frequency of capital assets and small and attractive assets to a biennial basis,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 1.10.140 is amended to read, in its entirety, as set forth in the attached Exhibit A.

Adopted this _______ day of ______________________, 2013.

ATTEST

Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Kathy Kershner, Chairperson

APPROVED AS TO FORM

Jack Louws, County Executive

Daniel L. Gibson, Civil Deputy Prosecutor

( ) Approved    ( ) Denied
Date Signed: _______________
# WHATCOM COUNTY COUNCIL AGENDA BILL

## Title of Document:
AMENDMENT No. 1 TO ORDINANCE No. 2012-053 ESTABLISHING THE RURAL ROAD SAFETY PROGRAM FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE RURAL ROAD SAFETY PROGRAM.

## Attachments:
1. Memo to County Executive and County Council
2. Ordinance Amendment
3. Exhibit “A” Rural Road Safety Program – Project Budget Worksheet

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

Amendment No. 1 to the Rural Road Safety Project Budget requests additional budget authority of $739,389 for a new total Project Based Budget amount of $1,769,389 and total project amount of $1,940,000. All funds are 100% federal with no local match other than $15,000 for acquisition of Right-of-Way. The additional funding will be used for completion of design, permitting and the construction of the “Rural Road Safety Program” projects.

## Committee Action:

## Council Action:
6/04/2013: Introduced

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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).
Memorandum

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

Through: Frank M. Abart, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director; James P. Karcher, P.E., Engineering Manager

Date: May 17, 2013

Re: Rural Road Safety Program; CRP #911017; Cost Center 343100; Amendment No. 1 to Rural Road Safety Program Project Budget

Requested Action:

The Public Works Department respectfully requests that the Whatcom County Council and Whatcom County Executive approve Amendment No. 1 to Ordinance 2012-053 which established the Rural Road Safety Program project fund and budget. The amendment requests additional expenditure authority of $739,389 to fund the completion of construction activities for the above referenced project.

Background and Purpose:

In September of 2012, Resolution 2012-028 adopted the 2013 Annual Construction Program with project priority #2 on the Annual Program titled “Rural Road Safety Program”. Subsequently, in November 2012, the Project Based Budget Ordinance No. 2012-053 was adopted in the amount of $1,030,000 for the “Rural Road Safety Program” as part of the 2013-2014 budget process.

Due to regulatory requirements associated with the federal money, additional budget authority is needed to complete the construction of the three (3) individual projects addressing guardrail & freeze indicators, intersection improvements at Smith/Aldrich, and the installation of rumble strips on major collectors. Whatcom County has received additional Highway Safety Improvement Program (HSIP) grant monies to address the regulatory requirements of these safety improvements. The federal money requires no local match and must be obligated by August 31, 2013. In addition, the request adds $15,000 for right-of-way to be funded from the Road Fund and corrects a disparity between expenditure authority and revenue amounts previously budgeted.
ORDINANCE NO.
AMENDMENT No. 1 TO ORDINANCE No. 2012-053 ESTABLISHING THE RURAL ROAD SAFETY PROGRAM FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE RURAL ROAD SAFETY PROGRAM

WHEREAS, the Rural Road Safety Program’s Project Based Budget was initially adopted on November 20, 2012 with an expenditure amount of $1,030,000 and a revenue amount of $1,299,000 in federal grant funds, and

WHEREAS, Ordinance No. 2012-053 inadvertently left out additional Road Fund funding for acquisition of right-of-way, and

WHEREAS, the revenue amounts requested in the project budget should have equaled expenditure amounts requested, and

WHEREAS, regulatory requirements associated with the project’s use of federal funds now require additional design and construction modifications to remain compliant, and

WHEREAS, additional federal funds have been obtained to address mandatory regulatory requirements associated with the project,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council, that Ordinance No. 2012-053, associated with the Project Based Budget of the Rural Road Safety Program (CRP #911017) is hereby amended by adding an additional amount of $739,389 of expenditure authority to the original project budget amount of $1,030,000 for a total project budget amount of $1,769,389. This amount is added to the prior year Road Fund expenditure amount of $170,611 for a new total project amount of $1,940,060 as presented in Exhibit “A”.

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

Chief Civil Deputy Prosecutor

Jack Louws, Executive

Date:
## RURAL ROAD SAFETY PROGRAM

### Project Worksheet

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**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>NDC</td>
<td>5/22/13</td>
<td>6/18/13</td>
<td>6/4/13</td>
<td>Intro</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>05/23/13</td>
<td></td>
<td></td>
<td>Finance Committee; Council</td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>5/22/13</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Executive:</td>
<td></td>
<td>5/2-1/13</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** 2013 Supplemental Budget Request #7

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

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

**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 #7 requests funding from the General Fund:

1. To transfer appropriation authority of $390 from Council to Hearing Examiner to cover closure day adjustments.
2. To appropriate $40,000 in Council to provide additional funding for contract for outside legal assistance.
3. To appropriate $390 in Hearing Examiner to fund 2013 closure day adjustments from Council transfer.
4. To transfer appropriation authority of $59,282 from District Court Probation to District Court.
5. To appropriate $59,282 in District Court to fund 2013 budget adjustments from Probation transfer.
6. To transfer appropriation authority of $26,108 from Juvenile to Superior Court Administration and County Clerk.
7. To appropriate $25,097 in County Clerk to fund 2013 closure day and Unrep pay increase adjustments from Juvenile transfer.
8. To appropriate $1,011 in Superior Court Administration to fund remainder of Superior Court Unrep pay increase adjustment from Juvenile transfer.
9. To appropriate $200,000 in Non-Departmental to fund architect and engineering services for Superior Court Fourth Judge Courtroom Renovations Project.
10. To appropriate $37,207 in Parks & Recreation to fund additional Plantation Rifle Range expenses from range fee revenues.
11. To appropriate $27,000 in Prosecuting Attorney to partially fund closure day and Unrep pay increase adjustments from increase in grant funding.
12. To appropriate $1,581 in Public Defender to partially fund closure day and Unrep pay increase adjustments from increase in state funding.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

6/04/2013: Introduced

**Continued on next page**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:** 81
2013 SUPPLEMENTAL No.7 CONTINUED:

13. To appropriate $188,277 in the Sheriff’s Office to fund various grant-funded activities.
14. To appropriate $16,283 in Treasurer to fund 2013 closure day and Unrep pay increase adjustments from new fee for service revenues.

From the Jail Fund:
15. To appropriate $57,000 to fund feasibility study for inmate holding/release facility.

For the Mental Heath / Chemical Dependency Fund:
16. To reduce Drug Court appropriation by $21,340 due to decrease in grant funding.

From the Emergency Management Fund:
17. To appropriate $725,000 to fund FFY2012 Operation Stonegarden Program activities from grant proceeds.
18. To appropriate $1,061 to fund closure day adjustment in Emergency Management Division.

From the Conservation Futures Fund:
18. To appropriate $228,000 to partially fund City of Everson floodplain property acquisition.
ORDINANCE NO.

AMENDMENT NO. 7 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>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Council</td>
<td>39,610</td>
<td>-</td>
</tr>
<tr>
<td>Hearing Examiner</td>
<td>390</td>
<td>-</td>
</tr>
<tr>
<td>District Court Probation</td>
<td>(59,282)</td>
<td>-</td>
</tr>
<tr>
<td>District Court</td>
<td>59,282</td>
<td>-</td>
</tr>
<tr>
<td>Juvenile</td>
<td>(26,108)</td>
<td>-</td>
</tr>
<tr>
<td>County Clerk</td>
<td>25,097</td>
<td>-</td>
</tr>
<tr>
<td>Superior Court Administration</td>
<td>1,011</td>
<td>-</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>200,000</td>
<td>-</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>37,207</td>
<td>(37,207)</td>
</tr>
<tr>
<td>Prosecuting Attorney</td>
<td>27,000</td>
<td>(27,000)</td>
</tr>
<tr>
<td>Public Defender</td>
<td>1,581</td>
<td>(1,581)</td>
</tr>
<tr>
<td>Sheriff</td>
<td>188,277</td>
<td>(188,277)</td>
</tr>
<tr>
<td>Treasurer</td>
<td>16,263</td>
<td>(16,263)</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td><strong>510,348</strong></td>
<td><strong>(270,348)</strong></td>
</tr>
<tr>
<td>Jail Fund</td>
<td>57,000</td>
<td>-</td>
</tr>
<tr>
<td>Mental Health/Chemical Dependency Fund</td>
<td>(21,340)</td>
<td><strong>21,340</strong></td>
</tr>
<tr>
<td>Emergency Management</td>
<td>726,061</td>
<td>(725,000)</td>
</tr>
<tr>
<td>Conservation Futures Fund</td>
<td>228,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td><strong>1,500,069</strong></td>
<td><strong>(974,008)</strong></td>
</tr>
</tbody>
</table>

In addition, Exhibit B to the 2013-2014 Budget Ordinance entitled “Authorized Positions” should be amended to provide for the following FTE changes:
- Reduce 1 FTE vacant Probation Officer position in District Court Probation
- Reduce 1 FTE vacant Clerk/Receptionist in Information Technology
- Reduce 1 FTE vacant Probation Officer position in Juvenile
• Reduce 1 FTE vacant Legal Secretary position in Juvenile
• Reduce 1 FTE vacant Drug Court Coordinator position in Superior Court Administration
• Reduce 1 FTE vacant Clerk/Receptionist position in Public Defender
• Reduce 1 FTE vacant Road Maintenance Worker position in Public Works-Road
• Add 1 FTE Program Manager position in Public Works – Flood (Natural Resources)

ADOPTED this ____ day of ________________, 2013.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Kathy Kershner, Chair of the Council

APPROVED AS TO FORM:

( ) Approved     ( ) Denied

Daniel L. Edelson
Civil Deputy Prosecutor

Jack Louws, County Executive

Date: ____________________________
### Summary of the 2013 Supplemental Budget Ordinance No. 7

<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><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Council</td>
<td>To transfer appropriation authority to Hearing Examiner to cover closure day adjustments.</td>
<td>(390)</td>
<td>-</td>
<td>(390)</td>
</tr>
<tr>
<td>County Council</td>
<td>To provide additional funding for contract for outside legal assistance.</td>
<td>40,000</td>
<td>-</td>
<td>40,000</td>
</tr>
<tr>
<td>Hearing Examiner</td>
<td>To fund 2013 closure day adjustments from Council transfer.</td>
<td>390</td>
<td>-</td>
<td>390</td>
</tr>
<tr>
<td>District Court Probation</td>
<td>To transfer appropriation authority to District Court.</td>
<td>(59,282)</td>
<td>-</td>
<td>(59,282)</td>
</tr>
<tr>
<td>District Court</td>
<td>To fund 2013 budget adjustments from Probation transfer.</td>
<td>59,282</td>
<td>-</td>
<td>59,282</td>
</tr>
<tr>
<td>Juvenile</td>
<td>To transfer appropriation authority to Superior Court Administration and County Clerk.</td>
<td>(26,108)</td>
<td>-</td>
<td>(26,108)</td>
</tr>
<tr>
<td>County Clerk</td>
<td>To fund 2013 Assigned Counsel closure day adjustment from Juvenile transfer.</td>
<td>1,684</td>
<td>-</td>
<td>1,684</td>
</tr>
<tr>
<td>County Clerk</td>
<td>To fund 2013 County Clerk closure day and Unrep pay increase budget adjustments from Juvenile transfer.</td>
<td>23,413</td>
<td>-</td>
<td>23,413</td>
</tr>
<tr>
<td>Superior Court Administration</td>
<td>To fund remainder of Superior Court Unrep pay increase adjustment from Juvenile transfer.</td>
<td>1,011</td>
<td>-</td>
<td>1,011</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>To fund transfer to fund architect and engineering services for Superior Court Fourth Judge Courtroom Renovations Project.</td>
<td>200,000</td>
<td>-</td>
<td>200,000</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>To fund additional Plantation Rifle Range expenses from range fee revenues.</td>
<td>37,207</td>
<td>(37,207)</td>
<td>-</td>
</tr>
<tr>
<td>Prosecuting Attorney</td>
<td>To partially fund closure day and Unrep pay increase adjustments from increase in grant funding.</td>
<td>27,000</td>
<td>(27,000)</td>
<td>-</td>
</tr>
<tr>
<td>Public Defender</td>
<td>To partially fund closure day and Unrep pay increase adjustments from increase in state funding.</td>
<td>1,581</td>
<td>(1,581)</td>
<td>-</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund 2013 Baker Lake Recreation Area patrols.</td>
<td>20,500</td>
<td>(20,500)</td>
<td>-</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund recreational boating safety activities from additional grant proceeds.</td>
<td>7,877</td>
<td>(7,877)</td>
<td>-</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund FFY2012 Operation Stonegarden Program activities in the Sheriff’s Office.</td>
<td>159,900</td>
<td>(159,900)</td>
<td>-</td>
</tr>
<tr>
<td>Treasurer</td>
<td>To fund 2013 closure day and Unrep pay increase adjustments from new fee for service revenues.</td>
<td>16,283</td>
<td>(16,283)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td></td>
<td>510,348</td>
<td>(270,348)</td>
<td>240,000</td>
</tr>
<tr>
<td><strong>Jail Fund</strong></td>
<td>To fund feasibility study for inmate holding/release facility.</td>
<td>57,000</td>
<td>-</td>
<td>57,000</td>
</tr>
<tr>
<td>Mental Health/Chemical Dependency Fund - Superior Court Administration</td>
<td>To reduce Drug Court appropriation due to decrease in grant funding.</td>
<td>(21,340)</td>
<td>21,340</td>
<td>-</td>
</tr>
<tr>
<td><strong>Emergency Management Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Management</td>
<td>To fund FFY2012 Operation Stonegarden Program activities from grant proceeds.</td>
<td>725,000</td>
<td>(725,000)</td>
<td>-</td>
</tr>
<tr>
<td>Emergency Management</td>
<td>To fund closure day adjustment.</td>
<td>1,061</td>
<td>-</td>
<td>1,061</td>
</tr>
<tr>
<td><strong>Total Emergency Management Fund</strong></td>
<td></td>
<td>726,061</td>
<td>(725,000)</td>
<td>1,061</td>
</tr>
<tr>
<td>Conservation Futures Fund</td>
<td>To partially fund City of Everson floodplain property acquisition.</td>
<td>228,000</td>
<td>-</td>
<td>228,000</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>1,500,069</td>
<td>(974,008)</td>
<td>526,061</td>
</tr>
</tbody>
</table>
Supplemental Budget Request

Council

Supp' ID #: 1523  
Fund: 1  
Cost Center: 1100  
Originator: Dana Brown-Davis/ M Caldwell

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

Name of Request: 2013 Council transfer to Hearing Examiner

X

Department Head Signature (Required on Hard Copy Submission)

Date: 25.2.2013

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>$390</td>
<td></td>
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<tr>
<td>6330</td>
<td>Printing</td>
<td>($390)</td>
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</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
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</tr>
</tbody>
</table>

1a. Description of request:
Transfer $390 of 2013 Council budget authority to Hearing Examiner to provide remainder of amount necessary to cover reinstatement of 2013 closure days. (See related Hearing Examiner Supp' ID 1522)

1b. Primary customers:
Hearing Examiner staff

2. Problem to be solved:
Due to the elimination of closure days, staffing costs will exceed the 2013 Hearing Examiner adopted budget. Executive-recommended and Council-approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority. The Hearing Examiner 2013 budget does not have enough excess capacity to entirely fund the staffing cost increase. Council budget does have enough capacity in 2013 which it can transfer to the Hearing Examiners budget.

3a. Options / Advantages:
This is the only option to ensure the Hearing Examiner’s expenses do not exceed its adopted budget by year end.

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

5a. Other Departments/Agencies:
Hearing Examiner’s budget will be increased.

5b. Name the person in charge of implementation and what they are responsible for:
Dana Brown-Davis, Clerk of Council manages both the Hearing Examiner and Council budgets

6. Funding Source:
Council’s printing account budget
May 16, 2013

MEMORANDUM

TO: Jack Louws, County Executive

FROM: Dana Brown-Davis, Clerk of the Council

SUBJ: Supplemental Budget Request

Senior Deputy Prosecutor Karen Frakes has requested the continued assistance of outside legal counsel in representing Whatcom County in Growth Management Hearings Board Case No. 11-2-0010, Case No. 12-2-0013, and associated appeals. Attached is a supplemental budget request in the amount of $40,000 to cover costs associated with this request.

Please contact me if you have questions.

Thank you.
Supplemental Budget Request

Council

Status: Pending

Supp ID # 1544  Fund 1  Cost Center 1100  Originator: Dana Brown-Davis

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

Name of Request: Contract for outside legal assistance.

X

Department Head Signature (Required on Hard Copy Submission)  Date

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>($40,000)</td>
</tr>
<tr>
<td>6630.90Z</td>
<td>Professional Services</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

Request Total  $0

1a. Description of request:
Senior Deputy Prosecutor Karen Frakes has requested the continued assistance of outside legal counsel in representing Whatcom County in Growth Management Hearings Board Case No. 11-2-0010c, Case No. 12-2-0013, and associated appeals. These cases involve challenges to Whatcom County Ordinance No. 2012-032 which amended the Whatcom County Zoning Code, the Official Zoning Map, and the Whatcom County Comprehensive Plan and maps, to implement changes pertaining to rural lands. These services will be performed in concert with members of the Whatcom County Prosecutor’s Office staff, as directed by the Prosecutor, or his designee.

1b. Primary customers:

2. Problem to be solved:
There are no funds available in the Council Office budget to cover costs associated with this request.

3a. Options / Advantages:
There are no other options available to cover the costs associated with this request.

3b. Cost savings:

4a. Outcomes:
The Whatcom County Prosecutor’s Office is representing the County Council before the Board and will use this assistance to address the multiple issues raised by the challengers.

4b. Measures:

5a. Other Departments/Agencies:
Whatcom County Prosecutor’s Office

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

6. Funding Source:

Thursday, May 16, 2013
Supplemental Budget Request

Status: Pending

Hearing Examiner

Supp ID # 1522  Fund 1  Cost Center 1600  Originator: Dana Brown-Davis/M Caldwell

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

Name of Request: 2013 Hearing Examiner Budget Adjustment

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>($390)</td>
<td></td>
</tr>
<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
<td>$390</td>
<td></td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

1a. Description of request:
Decrease Council’s printing budget by $390 (see related Council Suppl ID 1523) and increase Hearing Examiner budget by $390 to cover reinstatement of closure days in 2013.

1b. Primary customers:
Staff

2. Problem to be solved:
Due to the elimination of closure days, staffing costs will exceed the 2013 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority. The Hearing Examiner 2013 budget does not have enough excess capacity to entirely fund the staffing cost increase. Council budget does have excess capacity in 2013 which it can transfer to the Hearing Examiners budget.

3a. Options / Advantages:
This is the only option to ensure the Hearing Examiner’s expenses do not exceed its adopted budget by year end.

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

5a. Other Departments/Agencies:
Council’s 2013 budget will be reduced by a corresponding $390.

5b. Name the person in charge of implementation and what they are responsible for:
Dana Brown-Davis, Clerk of Council manages both the Hearing Examiner and Council budgets

6. Funding Source:
Council’s 2013 printing budget

Thursday, April 25, 2013
Rpt: Rpt Suppl, Regular 89
Supplemental Budget Request

District Court Probation

<table>
<thead>
<tr>
<th>Suppl ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator:</th>
<th>Status: Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td>1519</td>
<td>1</td>
<td>1310</td>
<td>Bruce Van Glubt/M Caldwell</td>
<td></td>
</tr>
</tbody>
</table>

Expenditure Type: Ongoing Year 1 2013 Add'l FTE □ Add'l Space □ Priority 1

Name of Request: 2013 District Court Probation Bgt Adjustments

X

Department Head Signature (Required on Hard Copy Submission) Date

5/3/13

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>$59,282</td>
</tr>
<tr>
<td></td>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
<td>($38,744)</td>
</tr>
<tr>
<td></td>
<td>6210</td>
<td>Retirement</td>
<td>($3,684)</td>
</tr>
<tr>
<td></td>
<td>6230</td>
<td>Social Security</td>
<td>($2,964)</td>
</tr>
<tr>
<td></td>
<td>6245</td>
<td>Medical Insurance</td>
<td>($11,827)</td>
</tr>
<tr>
<td></td>
<td>6255</td>
<td>Other H&amp;W Benefits</td>
<td>($1,335)</td>
</tr>
<tr>
<td></td>
<td>6259</td>
<td>Worker's Comp-Interfund</td>
<td>($728)</td>
</tr>
</tbody>
</table>

Request Total $0

1a. Description of request:
Close one vacant Probation Officer position for a total savings of $86,912. $27,630 of this amount will be used in the department to cover the elimination of 6 closure days and unrepresented employee wage increases. We request that the remaining $59,282 be added to the District Court budget to cover its closure day elimination and unrepresented wage increase adjustments ($20,045). The excess amount of $39,237 will be used to increase line items where shortfalls occur. (See related District Court Suppl ID 1519)

1b. Primary customers:
N/A

2. Problem to be solved:
Due to the elimination of closure days and increases in unrepresented employee wages, staffing costs will exceed the 2013 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority.

3a. Options / Advantages:
It has been determined that the Probation Department can successfully absorb this reduction.

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

5a. Other Departments/Agencies:
This proposal will also provide for amounts needed in the District Court budget.

5b. Name the person in charge of implementation and what they are responsible for:
Bruce Van Glubt, District Court and District Court Probation Administrator

Thursday, April 25, 2013
Supplemental Budget Request

District Court Probation

<table>
<thead>
<tr>
<th>SuppTD #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1518</td>
<td>1</td>
<td>1310</td>
<td>Bruce Van Glubt/M Caldwell</td>
</tr>
</tbody>
</table>

6. **Funding Source:**

   Elimination of a position.
## Supplemental Budget Request

### District Court

- **Supp ID #**: 1519
- **Fund**: 1
- **Cost Center**: 1300
- **Originator**: Bruce Van Glubb/M Caldwell

- **Expenditure Type**: Ongoing
- **Year**: 2013
- **Add'l FTE**: □
- **Add'l Space**: □
- **Priority**: 1

### Name of Request: 2013 District Court Bgt Adjustments

**X**

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

**Date**: 5/31/13

### Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2510.1000</td>
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**Request Total**: $0

### 1a. Description of request:

Add $59,282 to District Court’s budget to cover the $20,045 needed as a result of the elimination of 2013 closure days and unrepresented wage increases. $38,037 of the remaining $39,237 will be used to increase the budget for specific line items where we frequently encounter shortfalls. These line items include: Extra Help/Pro Tems, Judge's Legal Publications, Interpreter Services and Postage. In addition, the Court has an unexpected amount of approximately $1,200 in Court-ordered judgments that need to be covered due to a District Court case that was appealed by a defendant and they prevailed. Funding will come from the elimination of a vacant Probation Officer position in District Court Probation. (see related District Court Probation Supp ID 1518)

### 1b. Primary customers:

N/A

### 2. Problem to be solved:

Due to the elimination of closure days and increases in unrepresented employee wages, staffing costs will exceed the 2013 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority.

In addition, due to multi-year budget constraints, District Court has been unable to ask for Additional Service Requests for areas of its operations that have traditionally needed more funding.

### 3a. Options / Advantages:

It has been determined that the Probation Department can successfully absorb the reduction and this option will meet both departments' needs.

### 3b. Cost savings:

N/A

---

*Thursday, May 02, 2013*
Supplemental Budget Request

Status: Pending

District Court

<table>
<thead>
<tr>
<th>Sup ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
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</thead>
<tbody>
<tr>
<td>1519</td>
<td>1</td>
<td>1300</td>
<td>Bruce Van Glubt/M Caldwell</td>
</tr>
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</table>

4a. Outcomes:
N/A

4b. Measures:
N/A

5a. Other Departments/Agencies:
District Court Probation will decrease one Probation Officer position.

5b. Name the person in charge of implementation and what they are responsible for:
Bruce Van Glubt, District Court and District Court Probation Administrator

6. Funding Source:
District Court Probation budget authority.
Supplemental Budget Request

Status: Pending

<table>
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<th>Add'l FTE</th>
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<td>1900</td>
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<td>One-Time</td>
<td>2013</td>
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Name of Request: 2013 Juvenile Trf to Superior Ct/Clerk

Department Head Signature (Required on Hard Copy Submission): [Signature]

Date: 5-4-17

Costs:

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Request Total: $0

1a. Description of request:
Transfer $1,011 of budget authority to Superior Court Administration and $25,097 of budget authority to County Clerk to cover 2013 reinstatement of closure day costs for the Master Bargaining Unit and Unrep wage increase in those departments. (see related supplemental IDs 1525, 1527 & 1528 for Superior Court Administration and County Clerk)

1b. Primary customers:
Staff

2. Problem to be solved:
Due to the elimination of closure days and increases in unrepresented employee wages, staffing costs will exceed the 2013 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority. Juvenile, Superior Court Administration and County Clerk are jointly managed departments. The Director of Superior Court Administration proposes to eliminate 2 vacant positions in Juvenile and use the wage and benefit savings to fund the closure day/Unrep pay increase adjustments in all three departments. This supplemental will decrease the Juvenile budget to enable the addition of the budget authority in County Clerk and Superior Court Administration.

3a. Options / Advantages:

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

5a. Other Departments/Agencies:
This supplemental request will enable the budget authority in Superior Court Administration and County Clerk to be increased to cover closure days/Unrep wage increases.

5b. Name the person in charge of implementation and what they are responsible for:
Dave Reynolds, Director of Superior Court Administration, manages all three budgets.

6. Funding Source:

Tuesday, April 30, 2013
<table>
<thead>
<tr>
<th>Juvenile</th>
<th>Administration</th>
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Eliminated positions
## Supplemental Budget Request

**County Clerk**

**Status:** Pending

<table>
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<tr>
<th>Suppl ID #</th>
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<th>Cost Center</th>
<th>Originator:</th>
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<th>Add'l FTE</th>
<th>Add'l Space</th>
<th>Priority</th>
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<td>3140</td>
<td>D Reynolds/M Caldwell</td>
<td>One-Time</td>
<td>2013</td>
<td>Yes</td>
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**Name of Request:** 2013 County Clerk - Assigned Counsel budget adjust

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

![Signature]

**Date:** 5-6-13

### Costs:

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**Request Total:** $0

### 1a. Description of request:

Increase the wage budget in County Clerk by decreasing the wage budget in Juvenile for no net change to the General Fund. See related Juvenile supplemental ID 1524.

### 1b. Primary customers:

Staff

### 2. Problem to be solved:

Due to the elimination of closure days, staffing costs will exceed the 2013 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority. Juvenile, Superior Court Administration and County Clerk are jointly managed departments. The Director of Superior Court Administration proposes to eliminate 2 vacant positions in Juvenile and use the wage and benefit savings to fund the closure day/Unrep pay increase adjustments in all three departments. This supplemental will add $1,684 to the County Clerk - Assigned Counsel (cost center 3140) wage budget to provide the amount needed for 2013 Master employee closure day elimination.

### 3a. Options / Advantages:

### 3b. Cost savings:

N/A

### 4a. Outcomes:

N/A

### 4b. Measures:

N/A

### 5a. Other Departments/Agencies:

This supplemental request relies on a corresponding reduction in the Juvenile Court Administration budget so that there will be a net zero effect to the General Fund. This will be accomplished through Juvenile supplemental ID 1524

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

Dave Reynolds, Director of Superior Court Administration, manages all three budgets.

### 6. Funding Source:

Tuesday, April 30, 2013
Supplemental Budget Request

Status: Pending

County Clerk

<table>
<thead>
<tr>
<th>Supp'ID #</th>
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<td>3140</td>
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</tbody>
</table>

eliminated positions in Juvenile budget
Supplemental Budget Request

County Clerk

Status: Pending

SuppID # 1527 Fund 1 Cost Center 3150 Originator: D Reynolds/M Caldwell

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

Name of Request: 2013 County Clerk budget adjustments

X

Department Head Signature (Required on Hard Copy Submission) Date

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Request Total $0

1a. Description of request:
Increase the wage budget in County Clerk by decreasing the wage budget in Juvenile for no net change to the General Fund. See related Juvenile supplemental ID 1524.

1b. Primary customers:
Staff

2. Problem to be solved:
Due to the elimination of closure days and increases in unrepresented employee wages, staffing costs will exceed the 2013 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority. Juvenile, Superior Court Administration and County Clerk are jointly managed departments. The Director of Superior Court Administration proposes to eliminate 2 vacant positions in Juvenile and use the wage and benefit savings to fund the closure day/Unrep pay increase adjustments in all three departments. This supplemental will add $23,413 to the County Clerk (cost center 3150) wage budget to provide the amount needed for 2013 Unrep wage increases and Master employee closure day elimination.

3a. Options / Advantages:

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

5a. Other Departments/Agencies:
This supplemental request relies on a corresponding reduction in the Juvenile Court Administration budget so that there will be a net zero effect to the General Fund. This will be accomplished through Juvenile supplemental ID 1524

5b. Name the person in charge of implementation and what they are responsible for:
Dave Reynolds, Director of Superior Court Administration, manages all three budgets.

6. Funding Source:

Tuesday, April 30, 2013
### Supplemental Budget Request

**County Clerk**

<table>
<thead>
<tr>
<th>Supp ID #: 1527</th>
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Eliminated positions in Juvenile budget
Supplemental Budget Request

Superior Court

Supp# ID # 1525  Fund 1  Cost Center 3100  Originator: Dave Reynolds/M Caldwell

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

Name of Request: 2013 Superior Court Bgt Adjustments

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
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<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
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</thead>
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1a. Description of request:
Increase the wage budget in Superior Court Administration by decreasing the wage budget in Juvenile for no net change to the General Fund. See related Juvenile supplemental ID 1524.

1b. Primary customers:
Staff

2. Problem to be solved:
Due to the elimination of closure days and increases in unrepresented employee wages, staffing costs will exceed the 2013 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority. Juvenile, Superior Court Administration and County Clerk are jointly managed departments. The Director of Superior Court Administration proposes to eliminate 2 vacant positions in Juvenile and use the wage and benefit savings to fund the closure day/Unrep pay increase adjustments in all three departments. This supplemental will add $1,011 to the Superior Court Administration wage budget to complete the amount needed for 2013 Unrep wage increases. The additional amount of $15,464 needed to cover the increases will be transferred from budget authority in cost center 3160 (also in Superior Court Administration) due to savings from a temporarily vacant Court Facilitator position.

3a. Options / Advantages:

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

5a. Other Departments/Agencies:
This supplemental request relies on a corresponding reduction in the Juvenile Court Administration budget so that there will be a net zero effect to the General Fund. This will be accomplished through Juvenile supplemental ID 1524

5b. Name the person in charge of implementation and what they are responsible for:
Dave Reynolds, Director of Superior Court Administration, manages all three budgets.

6. Funding Source:
eliminated positions in Juvenile budget

Tuesday, April 30, 2013
Supplemental Budget Request

Non-Departmental

<table>
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<tr>
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**Name of Request:** Transfer to 4th Judge Courtroom Renovation Project

<table>
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<th>Department Head Signature (Required on Hard Copy Submission)</th>
<th>Date</th>
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<tbody>
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<td>X John</td>
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<td>8351</td>
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**Request Total**: $0

1a. Description of request:

This request provides funding for the architect and engineering services for the Superior Court Fourth Judge Courtroom Renovation Project. See related Project Budget Supplemental ID #1548 Courthouse Courtroom Renovations.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
   General Fund fund balance
MEMORANDUM

TO:        Jack Louws
            County Executive

FROM:      Michael G. McFarlane
            Director

DATE:      May 20, 2013

SUBJECT:   Supplemental Budget Request for Plantation Range

I am attaching a proposed supplemental budget request for Plantation Range (Cost center 6335).

Plantation Range has experienced significant increases in attendance and public Range revenue, in the first four months of 2013 a 19% increase. This is exclusive of any revenue from law enforcement contracts, and reflects growing regional and national interest in firearms, firearms safety, and use of ranges.

This supplemental proposes judicious expenditure increases in several budget object categories in order to respond to this increasing interest, attendance and demand. The supplemental will increase available public hours at the Pistoï/Small Bore Range, schedule additional classes for safety, marksmanship, and especially women and families, fund purchases for resale (ammunition, targets, etc.) keyed to this growing demand, and purchase additional firearms for the Range rental program.

Increased expenditures in extra help (6120), purchases for resale (6480), and tools and equipment (6510) object categories and several others will be offset by increased revenue.

Plantation Range’s popularity is only partly a result of broader trends. Without the culture of safety, cleanliness and welcome inculcated by management and the Range Master, the Range might not be experiencing the current increase in demand and revenue. This supplemental will sustain that service and revenue growth.

Please contact me or Parks Operations Manager Erik Axelson (x.32073) if you have any questions.

Attachment
Supplemental Budget Request

Parks & Recreation

Expenditure Type: Ongoing  Year 1  2013  Add'l FTE  Add'l Space  Priority 1

Name of Request: Plantation Range Increased Patronage and Revenue

Department Head Signature (Required on Hard Copy Submission)  Date

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<td>Office &amp; Op Supplies</td>
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<td>Purchases For Resale</td>
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<td>Tools &amp; Equip</td>
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<td>Professional Services</td>
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<td>7060</td>
<td>Repairs &amp; Maintenance</td>
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<td><strong>$0</strong></td>
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1a. Description of request:

Plantation Rifle and Pistol Range is a cost center at Parks & Recreation in which revenues consistently meet or exceed expenditures. This trend is accelerating in 2013, with public revenues (range fees, classes, ammunition purchases, etc., less all law enforcement contracts) for the period January-April 2013 totaling approximately $97,000. Compared to public revenue for the similar period in 2012 ($81,400), the year-to-date public revenue in 2013 is approximately 19% greater. This is a significant change.

Increased public revenue is the result of several trends to which this supplemental budget request seeks to respond. First, we have observed a change in Range users from the more traditional cohort of hunters sighting in long guns at the High Power Range toward more individuals, families, and especially women interested in pistol marksmanship, gun handling, personal protection, and gun safety. Many of these newcomers appreciate the firearms rental program at Plantation Range, which is an opportunity to try out a variety of firearms. New firearms users also appreciate the strong emphasis by Range master and staff on safety. Second, increased patronage has also yielded a significant increased demand for ammunition purchases for use at the Range. Third, changing trends in use at Plantation Range reflect broader regional and national trends in which more individuals are using ranges, and purchasing firearms and ammunition. For example, state shooting data indicate that after a period of reduced demand, shooting sports in Washington are enjoying increased popularity.

This supplemental addresses the increased demand in these areas:
(1) Extra Help hours (6120) are proposed to increase by $15,592, from $18,000 to $33,592. The increased hours will accommodate an expanded schedule of firearms safety and marksmanship classes (particularly for women and families), as well as increasing the hours of operation of the Pistol Range.
(2) Purchases for resale (6480) are proposed to be increased by $16,600, from $28,000 to $44,600. This will accommodate increased demand for targets, ammunition, etc. due to expanded patronage of the Pistol Range primarily, and from expanded classes.
(3) Tools & equipment (6510) would increase by $2,000 in order to purchase four new handguns and to
trade in three others for new models. This is needed due to increased patronage of the Range firearms rental program.
(4) Repairs and maintenance would increase by $1,300 to provide sufficient funds in this account to maintain all 12 indoor Pistol Range firing points and the automated target carrier system.
(4) Smaller increases for Supplies, Printing, and Professional services would total $1,355, reflecting small increases related to expanded programs and public demand.

We estimate that public range fees will continue to increase in 2013, so that the net revenue over expenditures will be positive.

1b. Primary customers:
Whatcom County residents comprise the majority of customers at Plantation Range, however, a significant percentage of Range users are from the Puget Sound region outside the county in Washington and also from British Columbia. As noted above, there is a significant shift toward new users, namely beginning firearms individuals, families, and women.

2. Problem to be solved:
This problem is actually a positive one -- an increase in Range attendance and revenue that needs to be sustained. The major shift in users and customers toward relative firearms newcomers has significantly increased demand for gun safety classes, elementary marksmanship, and use of the Pistol Range. The proposed expenditure increases in extra help, purchases for resale, and small tools (e.g. new firearms) are essential to continue to meet the increased demand from these new users.

Without adjusting expenditures for these object categories particularly, Whatcom County will not be able to accommodate this increased demand and will forego significant additional revenue.

3a. Options / Advantages:
Not increasing Range hours and classes is one alternative to this supplemental budget request. However, such a move would risk causing many of the new Range users to seek other alternatives to Plantation Range, inducing a revenue reduction spiral.

Careful increases in expenditures in 2013 will help to capture and retain these new Range users, and will also yield continued revenue growth.

3b. Cost savings:
The supplemental budget request's expenditure increases will be more than offset by improved revenue.

4a. Outcomes:
The most obvious improved outcome in 2013 would be an increase in public Range fees and usage. We estimate that the supplemental will facilitate an increase in the 16-18% range for public Range revenue.

4b. Measures:
Parks will continue to measure monthly revenue. Public Range revenue for the remaining eight months of 2013 should continue to grow. Another measure will be increased attendance and patronage of additional classes, as well as continued growth in ammunition resales (which typically generate a 30-40% markup over cost).

5a. Other Departments/Agencies:
None

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

6. Funding Source:
Increased Range fees (4437.6030) will fund the supplemental budget expenditures.
Supplemental Budget Request

Prosecuting Attorney

Suppl ID: 1507  Fund: 1  Cost Center: 2600  Originator: Kathy Walker

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

Name of Request: Grant Increase to Cover Closure Day Reinstatement

Department Head Signature (Required on Hard Copy Submission)  Date: 5/7/2013

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</table>

1a. Description of request:
Increase Prosecuting Attorney budget by the amount of unbudgeted grant revenues.

1b. Primary customers:
Staff

2. Problem to be solved:
The Prosecuting Attorney's Office has received notification of an additional amount of 2012 Child Support Enforcement revenue which will be received in 2013. Departments have been requested to find budget neutral ways to accommodate the reinstatement of closure days and the unrepresented employee pay increase. The Prosecuting Attorney's Office is able to cover a substantial amount of the wage and benefit increases in 2013 due to position turnovers and replacement employees being hired at lower wages. However, there is still a significant shortfall. Most of the shortfall can be accommodated by this budget neutral request to increase the wage and benefit budget and offset the increase with the additional grant revenue.

3a. Options / Advantages:

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

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:
Additional 2012 Child Support Enforcement revenue.
Supplemental Budget Request

Public Defender

Fund 1  Cost Center 2667  Originator: Julie Wiles
Expenditure Type: One-Time  Year: 2013  Add'l FTE ☐  Add'l Space ☐  Priority 1

Name of Request: Budget for increased OPD funding

X
Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
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</thead>
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<tr>
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</table>

1a. Description of request:
Increase Public Defender wage budget by the amount of unbudgeted Office of Public Defense (OPD) funding.

1b. Primary customers:
Public Defender staff

2. Problem to be solved:
Whatcom County is required to spend OPD funds in the year they are allocated for according to Washington State regulations. Due to funding fluctuations, the County received $1,581 more revenue for 2013 than was budgeted for in the biennial budget. OPD funding is spent in support of the Public Defender's Office. The Public Defender's Office requests to use the increased funding authority to partially cover some of the unrepresented employee wage increases for two OPD funded attorneys.

3a. Options / Advantages:
N/A

3b. Cost savings:
The Public Defender's Office will not have to cover this amount of wage increases out of its current budget.

4a. Outcomes:
N/A

4b. Measures:
N/A

5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
Washington State OPD entitlement funding.

Wednesday, April 03, 2013
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: May 10, 2013
SUBJECT: Supplemental Budget #1538
Baker Lake Recreation Area Patrols 2013

The attached Supplemental Budget requests budget authority to provide overtime patrols in the Baker Lake Recreational Area and to purchase personal protective equipment with funds provided by the USDA Forest Service in accordance with contract between Whatcom County and the U.S. Forest Service Mt. Baker-Snoqualmie National Forest.

Background and Purpose
The Forest Service provides funds for extra patrols in the Baker Lake Recreational Area to ensure protection of Government property and the general safety of the public on Forest Service lands during peak periods of public use. The allocation for 2013 also includes funds to purchase rifle plates as part of the personnel protective equipment issued to the Co-op Deputy.

Funding Amount and Source
USDA Forest Service will provide funding of $20,500 in 2013.

Please contact Undersheriff Jeff Parks at extension 50418 if you have any questions.
Thank you.
# Supplemental Budget Request

**Status:** Pending

<table>
<thead>
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<th>Sheriff</th>
<th>Operations</th>
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<tr>
<td>Suppl ID # 1538</td>
<td>Fund 1 Cost Center 2993 Originator: Dawn Pierce</td>
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**Expenditure Type:** One-Time  
**Year:** 2013  
**Add'l FTE:** □  
**Add'l Space:** □  
**Priority:** 1  
**Name of Request:** Baker Lake Recreation Area Patrols 2013

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<td>Worker's Comp-Interfund</td>
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<td>$349</td>
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<tr>
<td>6510</td>
<td>Tools &amp; Equip</td>
<td></td>
<td>$1,000</td>
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</table>

**Request Total:** $0

1a. **Description of request:**

Provide extra patrols and equipment for the Forest Patrol Deputy in the Baker Lake Recreation Area. These patrols shall be scheduled and performed as requested by the USDA Forest Service in accordance with existing contract to ensure protection of government property and general safety of the public on Forest Service lands during peak periods of public use.

1b. **Primary customers:**

Whatcom County citizens and visitors.

2. **Problem to be solved:**

Provides additional staffing hours and patrols in a remote recreation area not normally patrolled unless provided by Cooperative Agreement.

3a. **Options / Advantages:**

N/A

3b. **Cost savings:**

Whatcom County will benefit from increased law enforcement presence in remote areas of the county with no support required from the General Fund.

4a. **Outcomes:**

Overtime patrols will be performed in accordance with existing contract with USDA Forest Service.

4b. **Measures:**

Daily Activity Reports will be completed.

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

N/A

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

N/A

6. **Funding Source:**

USDA Forest Service will provide funding of $20,500 in 2013.

Thursday, May 09, 2013
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: May 20, 2013
SUBJECT: Supplemental Budget ID# 1546
         Boat Safety Grant 2012-2013 Additional Award

The attached Supplemental Budget requests budget authority in 2013 for additional
award of $7,877 from Washington State Parks and Recreation Commission for
Recreational Boating Safety (RBS) grant.

Background and Purpose
The Sheriff’s Office received a Federal Financial Assistance Grant of $35,385 from the
Washington State Parks and Recreation Commission for Recreational Boating Safety for
the period July 1, 2012 through June 30, 2013 and subsequently extended until
September 30, 2013. The Sheriff’s Office spent $29,538 in 2012, and a supplemental
budget for the remaining $5,847 was approved April 23, 2013 (AB2013-142, Ordinance
2013-021). In May 2013, the Sheriff’s Office received an additional award of $7,877
based on our agency’s performance activities reported to State Parks. The Sheriff’s
Office will use the additional funds in 2013 for water patrols and boat maintenance.

Funding Amount and Source
Funds of $7,877 provided by Washington State Parks and Recreation Commission,
Recreational Boating Safety (RBS) Federal Financial Assistance Grant, CFDA #97.012.

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:** 2013  
**Add'l FTE:**  
**Add'l Space:**  
**Priority:** 1

**Name of Request:** Boat Safety Grant 2012-2013 Additional Award

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

X  
_Bell, E_  
5/20/2013

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**Request Total:** $0

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1a. **Description of request:**

The Sheriff's Office received a Federal Financial Assistance Grant of $35,385 from the Washington State Parks and Recreation Commission for Recreational Boating Safety. The Sheriff's Office spent $29,938 in 2012. A supplemental budget for the remaining $5,447 was approved April 23, 2013 (AB2013-142, Ordinance 2013-021). In May 2013, the Sheriff's Office received an additional award of $7,877. The Sheriff's Office will use the additional funds in 2013 for water patrols and boat maintenance.

1b. **Primary customers:**

Whatcom County citizens and visitors.

2. **Problem to be solved:**

The Sheriff's Office requires budget authority to spend the additional award prior to expiration of the grant on September 30, 2013.

3a. **Options / Advantages:**

Additional funds may be used only for allowable recreational boating safety grant expenditures.

3b. **Cost savings:**

Cost savings of $7,877.

4a. **Outcomes:**

The Sheriff's Office will conduct recreational boating safety patrols and provide inspections and visual spot checks of recreational vessels to insure compliance with county codes and state law.

4b. **Measures:**

Written vessel inspections and visual spot inspections of recreational vessels.

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:**

WA State Parks and Recreation Commission, Recreational Boating Safety (RBS) Grant, CFDA 97.012.

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Monday, May 20, 2013
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: May 20, 2013
SUBJECT: Supplemental Budget ID# 1541
2013 Operation Stonegarden FFY2012


Background and Purpose
The Department of Homeland Security (DHS) awarded Operation Stonegarden Program (OPSG) FFY2012 funds of $725,000 to Whatcom County to enhance law enforcement’s preparedness and operational readiness along the international borders of the United States. Of this amount, the Sheriff’s Office allocation is $159,900. The Sheriff’s Office anticipates using these funds in calendar year 2013: Overtime Wages & Benefits ($72,000), Mileage ($9,900), and Equipment (mobile data terminals $78,000).

Funding Amount and Source
The funding source for this request is an Operating Transfer In from Whatcom County Sheriff’s Office Division of Emergency Management in the amount of $159,900. Funds originate from Department of Homeland Security Operation Stonegarden Program FFY2012, Federal Grant Agreement #E13-232.

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

Thank you.
Supplemental Budget Request

Status: Pending

Sheriff Operations

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

Name of Request: 2013 Operation Stonegarden FFY2012

X

Department Head Signature (Required on Hard Copy Submission)  Date

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<td>Tools &amp; Equip</td>
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Request Total: $0

1a. Description of request:

The Department of Homeland Security (DHS) awarded Operation Stonegarden Program (OPSG) FFY2012 funds of $725,000 to Whatcom County to enhance law enforcement's preparedness and operational readiness along the international borders of the United States. Of this amount, the Sheriff's Office allocation is $159,900: Overtime Wages & Benefits ($72,000), Mileage ($9,900), and Equipment (Mobile Data Terminals $78,000).

1b. Primary customers:

Law enforcement agencies and citizens of Whatcom County through increased capability of law enforcement to secure the international border.

2. Problem to be solved:

Historically, Whatcom County has been a favored operational area for alien, drug, and weapons smugglers due to its temperate climate and close proximity to Vancouver, BC, Canada, seaports, international airports, and I-5. The Sheriff's Office will use OPSG funds to purchase approved equipment (mobile data terminals) and for operational overtime and related mileage to provide enhanced patrols in the border area.

3a. Options / Advantages:

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

3b. Cost savings:

Cost savings of $159,900 to Whatcom County Sheriff's Office.

4a. Outcomes:

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

4b. Measures:

Whatcom County Sheriff's Office will purchase equipment and will schedule patrols per contract.

Monday, May 20, 2013
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 the federal grant.

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

Undersheriff Jeff Parks will coordinate projects for the Sheriff's Office.

6. Funding Source:

The funding source for this request is an Operating Transfer In from DEM. Funds originate from Department of Homeland Security Operation Stonegarden Program FFY2012, Federal Grant Agreement #E13-232, CFDA No. 97.067. See DEM Supplemental Budget ID#1542 for corresponding operating transfer out.
Supplemental Budget Request

Treasurer

Supp ID # 1489 Fund 1 Cost Center 3300 Originator: S Oliver

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

Name of Request: Treasurer Closure Day/Unrep Inc Coverage-2013

X

5/9/13

Department Head Signature (Required on Hard Copy Submission) Date

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1a. Description of request:
Charge new fees for service to the Health Department, Public Works, special purpose taxing districts and other County departments that were not contemplated at the time of the budget adoption. This will be new, sustainable revenues. For example, we will be collecting nearly $12,000 annually in billing and collection fees from the Health Department for services relating to the OSS fees billed on the property tax statement. I expect these new fees to offset all of the increased costs; however, in the event that they don't meet the budgetary need, I will provide supplemental revenues to the Current Expense Fund from the Treasurer's O&M fund as allowed by statute. We currently reimburse the Current Expense Fund a fixed amount annually now, and would propose a small increase to this reimbursement if necessary.

1b. Primary customers:
Entities & Departments to whom services are provided.

2. Problem to be solved:
This request is in response to the Executive's request for budgetary solutions to cover reinstatement of represented employee closure days and provide a salary increase for unrepresented employees.

3a. Options / Advantages:

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

5a. Other Departments/Agencies:
Entities & Departments to whom Treasurer's Office provides services will start paying fees for those services.

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

6. Funding Source:
New fees

Wednesday, May 01, 2013
Supplemental Budget Request

Administrative Services

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

Name of Request: Feasibility Study Holding/Release Facility

Department Head Signature (Required on Hard Copy Submission): Michael Russell

Date: 5/21/2013

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Request Total: $0

1a. Description of request:

DLR will be performing some space planning and design work for the new courtroom. While they are on site over the next year the County would like to establish a feasibility study to determine the appropriate use for the PSB (Public Safety Building) and or the Basement of the Courthouse (The Old EOC Area) once the jail moves to its new location. The County will need to determine the best and most feasible location for the inmate holding and release facility before the new jail is constructed. This work will be important to not only determine the location and budget, but will be essential for the needs assessment and organizational abilities of inmate movement and how the County will coordinate the movement of inmates from the new jail to the courts as well as for the process of inmate release. This study will greatly assist the County in determining the next steps in this process.

1b. Primary customers:

Whatcom County, The Court System, The citizens of every city within the county as well as the inmates that will be utilizing these facilities.

2. Problem to be solved:

To determine the appropriate use for the PSB once the jail moves to its new location. The County will need to determine the best and most feasible location for the inmate holding and release facility before the new jail is constructed.

3a. Options / Advantages:

This will occur before the needs assessment is done in August/September of this year. This study will supply information for the needs assessment as to a pre-determined location for inmate court holding as well as inmate release.

3b. Cost savings:

The cost savings will be in the clear and concise direction this program will take. To do this work with the Main Jail design will encumber and delay the process costing the County additional funds.

4a. Outcomes:

This work will be important to not only determine the location and budget, but will be essential for the needs assessment and organizational abilities of inmate movement and how the County will coordinate the movement of inmates from the new jail to the courts as well as for the process of inmate release.

4b. Measures:

This study will greatly assist the County in determining the next steps in this process.

5a. Other Departments/Agencies:

Sheriff’s Office, Courts and Facilities
**Supplemental Budget Request**

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

6. **Funding Source:**
   Jail Fund
Supplemental Budget Request

Superior Court

SupplID # 1504  Fund 124  Cost Center 124200  Originator: Dave Reynolds

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

Name of Request: Drug Court Budget Reduction 2013

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
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<th>Object Description</th>
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<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
<td>($21,340)</td>
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Request Total $0

1a. Description of request:
Reduce Drug Court budget by the amount of reduced revenue.

1b. Primary customers:
N/A

2. Problem to be solved:
Superior Court Administration is eliminating the Drug Court Coordinator's position in response to budget adjustments needed to fund reinstatement of closure days in 2013 and loss of grant revenue which previously funded that position. Excess eliminated position budget authority of $68,160 over and above the amount of the closure day reinstatement and loss of grant revenue will be redistributed within the Drug Court/Family Treatment Court program cost centers.

3a. Options / Advantages:
N/A

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

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:
N/A

Tuesday, April 30, 2013

Rpt: Rpt Supp Regular
To: Jack Louws, County Executive
From: Sheriff Bill Elfo, Director of Emergency Management
Subject: Supplemental Budget Request ID # 1542
Dept of Homeland Security, Operation Stonegarden Program (OPSG)
FFY2012 OPSG Contract # E13-232
Date: May 16, 2013

The attached Supplemental Budget Request seeks authority to expend $725,000 to be
reimbursed from the Dept of Homeland Security FFY12 Operation Stonegarden Program grant.

- Background and Purpose
Whatcom County Sheriff's Office Division of Emergency Management has been awarded
$725,000 from the Dept of Homeland Security (DHS) Operation Stonegarden Program (OPSG)
for Federal Fiscal Year 2012. This grant flows from DHS through the Washington State Military
Department – Emergency Management Division to Whatcom County. This is the fifth year that
WCSO-DEM has received an Operation Stonegarden award.

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 will provide an
enhanced presence in the border area. 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 CBP/BP.

Grant funding through OPSG will be used for operational overtime and related mileage to field
enhanced patrols in the border area and for the purchase of equipment preapproved during the
application process. Equipment includes patrol vehicles, mobile data terminals, radio
equipment, and field investigative equipment. The participating agencies are the Blaine,
Everson, Ferndale, Lynden, and Sumas Police Departments, the WA Dept of Fish & Wildlife, as
well as the Whatcom County Sheriff’s Office.

The performance period for this grant runs from September 1, 2011 through July 31, 2014.

- Funding Amount and Source
$725,000 from the Dept of Homeland Security FFY2012 Operation Stonegarden Program,
Contract # E13-232, CFDA 97.067 SHSP.

Please contact Undersheriff Jeff Parks or Frances Burkhart if you have questions regarding this
contract.
Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Fund 167  Cost Center 16769  Originator: Frances Burkhart

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

Name of Request: Operation Stonegarden FFY2012

Department Head Signature (Required on Hard Copy Submission)

Date 5/16/13

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1a. Description of request:
The US Dept of Homeland Security FFY2012 Operation Stonegarden Program (OPSG) awarded $725,000 to Whatcom County to enhance the cooperation and coordination among local, Tribal, State, and Federal law enforcement agencies in a joint mission to secure the international borders of the United States. In coordination with US Customs and border Protection/Border Patrol (CBP/BP), local law enforcement agencies will purchase approved equipment and field enhanced patrols to increase visible presence and response capability along the border and around critical infrastructure, helping deny entry and egress routes and transportation hubs to criminal organizations seeking to smuggle narcotics, humans, and terrorists and/or their weapons, and to reduce criminal activity in the border area.

1b. Primary customers:
Law enforcement agencies within Whatcom County

2. Problem to be solved:
Historically, Whatcom County has been a favored operational area for alien, drug, and weapons smugglers due to its temperate climate and close proximity to Vancouver, BC, Canada, seaports, international airports, and I-5. The only known clandestine smuggling tunnel along the US/Canadian border was discovered in Whatcom County. British Columbia is home to over fifty known organizations or individuals associated with terrorism. Partnerships between federal, state, and local agencies have always been a critical element of CBP/BP operations in Whatcom County. Operation Stonegarden projects will strengthen these partnerships and improve border security through increased cooperation, enhanced patrols, and additional support equipment.

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:
Whatcom County Sheriff's Office: $159,900. Other Whatcom County agencies: $565,100.

4a. Outcomes:
Enhanced patrols will be completed and equipment purchased per contract specifications and timelines.

4b. Measures:
Both Whatcom County and CBP-BP will monitor projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:
The cities of Blaine, Everson, Ferndale, Lynden, and Sumas and WA Dept of Fish & Wildlife will increase

Wednesday, May 15, 2013
patrols and/or purchase equipment, helping to reduce criminal activity in their jurisdictions. Although receiving no OPSG funding, CBP/BP will see enhanced coordination and cooperation with local law enforcement agencies in a joint effort to secure the international border of Whatcom County.

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

Undersheriff Jeff Parks will coordinate projects for the Sheriff's Office. Each Police Chief will coordinate projects for his specific jurisdiction. Marine Sergeant Russ Mullins will coordinate projects for WA Dept of Fish & Wildlife. Joe Jovanovich, CBP/BP, will coordinate projects/patrols between CBP/BP and participating local law enforcement agencies.

6. **Funding Source:**

**Supplemental Budget Request**

**Sheriff**

**Emergency Management**

- **Supp ID #**: 1493
- **Fund**: 167
- **Cost Center**: 16773
- **Originator**: Sheriffs Office

**Expenditure Type**: One-Time

**Year**: 2013

**Add'l FTE**: □

**Add'l Space**: □

**Priority**: 1

**Name of Request**: Reinstall EMPG closure day budget - 2013

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

- **Date**: 5/17/13

---

**Costs**:  

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
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<tr>
<td><strong>Request Total</strong></td>
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</table>

**1a. Description of request:**

Reinstall closure day budget for Clerk IV position covered by grant funding in Emergency Management Division.

**1b. Primary customers:**

**2. Problem to be solved:**

All budgets were reduced during the biennial budget process for the effect of 6 closure days. The closure days will not take place and this staff member is fully funded by federal grant funding. The full amount of grant funding is already in the budget, the expenditure budget needs to be reinstated.

**3a. Options / Advantages:**

**3b. Cost savings:**

**4a. Outcomes:**

**4b. Measures:**

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

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

**6. Funding Source:**

Federal EMPG grant.

*Wednesday, May 01, 2013*
Supplemental Budget Request

Non-Departmental

Suppl ID #: 1550  Fund: 175  Cost Center: 17500  Originator: Jack Louws

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

Name of Request: City of Everson Park Acquisition

X

Department Head Signature (Required on Hard Copy Submission)  Date: 5/23/13

Costs:

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<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
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<tr>
<td>7220</td>
<td>Intergov Subsidies</td>
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</tr>
</tbody>
</table>

Request Total: $0

1a. Description of request:
The City of Everson is pursuing acquisition of the property along Main Street that was formerly the golf course; the property is located in the overflow corridor of the Nooksack River and is subject to flooding that can be deep and fast-flowing. The property has an approved preliminary plat for a 48-lot residential subdivision; however, the City intends to acquire the property, rezone it for open space use, and develop it for recreational use. An Interlocal agreement will define the terms for future use, grading and construction of improvements to ensure they are consistent with the flood risk and reserving the land for recreational use.

1b. Primary customers:
The property acquisition will eliminate the potential for 48 new homes in a hazardous part of the Nooksack River floodplain, benefiting the City of Everson and general public; both City and County residents will benefit from the future recreational site.

2. Problem to be solved:
The former golf course is zoned residential and the previous owner was able to get approval for a 48-lot subdivision, but was unable to develop it. The property went through foreclosure, and the City has entered into a purchase agreement with the bank and is trying to secure adequate funding to complete the acquisition. Once acquired the property will be downzoned to recreational open space, thereby eliminating the possibility that residences will be constructed in the floodplain and the property no longer available for recreational use.

3a. Options / Advantages:
The other option is to not provide a cost-share towards the purchase of the property, which may lead to the City being unable to complete the purchase. Future buyers other than the City would be more likely to move forward with developing the parcel, which ultimately would put more people, and private and public infrastructure in a hazardous area of the floodplain and make the property unavailable for recreational purposes.

3b. Cost savings:
It is not possible to determine the cost of future flood damages that will be avoided by removing the development potential.

4a. Outcomes:
The property will be purchased within the next few months, once the interlocal agreement is executed, ensuring Everson has adequate funds.

4b. Measures:
The property will be acquired by Everson and rezoned to open space recreation, precluding future residential development.

Tuesday, May 21, 2013

Rpt: Rpt Suppl Regular
5a. Other Departments/Agencies:
The City of Everson is directly impacted, both by a reduction in the need for development review of the approved preliminary plat, and an increase in the need for development of park facilities.

Flood Control Zone District funding is also being requested for use in funding the property acquisition.

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

6. Funding Source:
The funding sources for the property acquisition are as follows:

City of Everson funds - $18,000
Conservation Futures funds - $228,000
FCZD funds - $114,000

The Conservation Futures funds are from the fund balance
**TITLE OF DOCUMENT:** Flood Control Zone District 2013 Supplemental Budget Request #3

**ATTACHMENTS:** Resolution, Memoranda and Budget Modification Requests

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

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

Supplemental #3 requests funding from the Flood Control Zone District Fund:

1. To appropriate $114,000 to fund City of Everson floodplain property acquisition.
2. To appropriate $67,242 to fund Natural Resources Property Manager position.
3. To appropriate $30,440 to fund Pollution Identification and Control Program from grant proceeds.

**COMMITTEE ACTION:**

**BOARD OF SUPERVISORS ACTION:**
6/04/2013: 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.
RESOLUTION NO. __________
(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

AMENDMENT NO. 3 OF THE 2013 BUDGET

WHEREAS, the 2013 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 20, 2012; and,

WHEREAS, changing circumstances require modifications to the approved 2013 budget; and,

WHEREAS, the modifications to the budget have been assembled here for deliberation by the Board of Supervisors,

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors that the 2013 budget as approved in Resolution 2012-035 is hereby amended by adding the following additional amounts to the budgets included therein:

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Control Zone District</td>
<td>211,682</td>
<td>(37,164)</td>
<td>174,518</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of ____________________, 2013

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Kathy Kershner, Chair of the Board of Supervisors

APPROVED AS TO FORM:

________________________
Civil Deputy Prosecutor

I:\BUDGET\SUPPLS\2013_Supp1\FCZDRes#3.doc
<table>
<thead>
<tr>
<th>Flood Control Zone District and Subzones Supplemental #3</th>
<th>Expenditures</th>
<th>Revenues</th>
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<tr>
<td>Flood Control Zone District</td>
<td>114,000</td>
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<td>114,000</td>
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<tr>
<td>Flood Control Zone District - Natural Resources</td>
<td>67,242</td>
<td>(6,724)</td>
<td>60,518</td>
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<tr>
<td>Flood Control Zone District - Natural Resources</td>
<td>30,440</td>
<td>(30,440)</td>
<td>-</td>
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<tr>
<td>Total Supplemental</td>
<td>211,682</td>
<td>(37,164)</td>
<td>174,518</td>
</tr>
</tbody>
</table>
MEMORANDUM

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

THROUGH: Frank M. Abart, Public Works Director

FROM: Paula J. Cooper, River and Flood Manager
        Chris Brueske, Assistant Director

RE: FCZD 2013 Supplemental Budget Request – City of Everson Floodplain Property Acquisition

DATE: May 15, 2013

The attached Supplemental Budget Request (ID# 1536) is proposed to provide funding to the City of Everson towards acquisition of floodplain property along Main Street. At their April 11, 2013 meeting, the FCZD Advisory Committee unanimously supported a recommendation to approve the supplemental budget request.

The proposed supplement to the 2013 FCZD budget will:

- Increase budgeted expenditures by $114,000
- Impact the 2013 FCZD budget by a net increase of $114,000

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

Encl
Supplemental Budget Request

Public Works

Flood Control Zone District

Supp ID: 1536  
Fund: 169  
Cost Center: 169114  
Originator: Paul Cooper

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

Name of Request: Everson Property Acquisition

Department Head Signature (Required on Hard Copy Submission)  
Date: 5/15/2013

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>($114,000)</td>
</tr>
<tr>
<td>7220</td>
<td>Intergov Subsidies</td>
<td>$114,000</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
The City of Everson is pursuing acquisition of the property along Main Street that was formerly the golf course; the property is located in the overflow corridor of the Nooksack River and is subject to flooding that can be deep and fast-flowing. The property has an approved preliminary plat for a 48-lot residential subdivision; however, the City intends to acquire the property, rezone it for open space use, and develop it for recreational use. An Interlocal agreement will define the terms for future use, grading and construction of improvements to ensure they are consistent with the flood risk.

1b. Primary customers:
The property acquisition will eliminate the potential for 48 new homes in a hazardous part of the Nooksack River floodplain, benefiting the City of Everson and general public; both City and County residents will benefit from the future recreational site.

2. Problem to be solved:
The former golf course is zoned residential and the previous owner was able to get approval for a 48-lot subdivision, but was unable to develop it. The property went through foreclosure, and the City has entered into a purchase agreement with the bank and is trying to secure adequate funding to complete the acquisition. Once acquired the property will be downzoned to recreational open space, thereby eliminating the possibility that residences will be constructed in the floodplain.

3a. Options / Advantages:
From the FCZD perspective, the other option is to not provide a cost-share towards the purchase of the property, which may lead to the City being unable to complete the purchase. Future buyers other than the City would be more likely to move forward with developing the parcel, which ultimately would put more people, and private and public infrastructure in a hazardous area of the floodplain.

3b. Cost savings:
It is not possible to determine the cost of future flood damages that will be avoided by removing the development potential.

4a. Outcomes:
The property will be purchased within the next few months, once the interlocal agreement is executed, ensuring Everson has adequate funds.

4b. Measures:
The property will be acquired by Everson and rezoned to open space recreation, precluding future residential development.

5a. Other Departments/Agencies:
The City of Everson is directly impacted, both by a reduction in the need for development review of the

Wednesday, May 15, 2013

Rpt: Rpt Supp Regular
approved preliminary plat, and an increase in the need for development of park facilities.

Conservation Futures funding is also being considered for use in funding the property acquisition.

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

The Mayor of Everson

6. Funding Source:

The funding sources for the property acquisition are as follows:

City of Everson funds - $18,000
Conservation Futures funds - $228,000
FCZD funds - $114,000

The FCZD funds are from the fund balance
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: May 17, 2013

Re: Supplemental Budget Request – Natural Resource Program Manager

Enclosed for your review and consideration is Supplemental Budget Request ID No. 1526 related to the addition of a Program Manager FTE in the Public Works Department.

Background and Purpose
The attached supplemental budget provides for the addition of a Program Manager in the Public Works Department to coordinate Water Resource Inventory Area (WRIA) 1 activities, including Planning Unit coordination, Watershed Management Plan implementation, water supply planning, salmon recovery and shellfish protection, and other natural resource functions. Water supply planning and natural resource management are crucial to the economic and environmental well-being of the community. This additional staff capacity will enhance Whatcom County’s ability to advance WRIA 1 activities and water supply planning.

Funding Amount and Source
The supplemental budget request is for $67,242 to provide for salary and benefits for the remainder of 2013. Approximately 90% of this funding is from the Flood Fund balance. The remaining 10% is split between the Road Fund and the Solid Waste Fund to reflect other duties of this position related to noxious weed management and solid waste.

The use of Flood Fund revenues for watershed management projects is specifically authorized in RCW 39.34.190.

Please contact Chris Brueske at extension 50693 if you have any questions or concerns regarding this supplemental budget request.
Supplemental Budget Request

Public Works  Natural Resources

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>169</td>
<td>169/16/69/2</td>
<td>Chris Brueske</td>
</tr>
</tbody>
</table>

Expenditure Type: Ongoing  Year: 2013  Add'l FTE:  Add'l Space:  Priority: 1

Name of Request: Program Manager - Natural Resources

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
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<td>6290</td>
<td>Benefits</td>
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</table>

Request Total: $0

1a. Description of request:

This supplemental budget request provides for the addition of a new working manager to coordinate Water Resource Inventory Area (WRIA) 1 activities including Planning Unit coordination, Watershed Management Plan implementation, water supply planning, salmon recovery and shellfish protection, and other natural resource functions.

1b. Primary customers:

The primary customers of the service are the citizens of Whatcom County. Water supply planning and natural resource management are crucial to the economic and environmental well-being of the community. Industry, agriculture, economic and community growth, and salmon restoration are inexorably linked by the need for a reliable, predictable, and clean water supply.

2. Problem to be solved:

This additional staff capacity will enhance Whatcom County's ability to advance WRIA 1 activities and water supply planning. It will also streamline management of various natural resource functions including shellfish protection and salmon recovery.

3a. Options / Advantages:

As an alternative to the creation of this position, this role could conceivably be contracted out to a private entity. This would require a long-term commitment by a private entity to ensure that institutional history is maintained. The cost of contracting this role out would be approximately double the cost of creating the position.

3b. Cost savings:

Cost savings will be realized through enhanced efficiency and capacity to address long term water supply issues. The economic vitality of the County is dependent on effective management of water supply for industry, agriculture, growth, and environmental protection.

4a. Outcomes:

The outcome of this supplemental budget request would be an increased ability by the County to advance WRIA 1 activities, Watershed Management Plan implementation, and water supply planning. It would assist in building certainty around the availability of water for various competing uses. It would also increase the efficiency of the various natural resource initiatives that Public Works manages.

4b. Measures:

Friday, May 17, 2013
Supplemental Budget Request

Public Works

<table>
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<tr>
<th>Supp ID #</th>
<th>Fund</th>
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<th>Originator</th>
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<tbody>
<tr>
<td>1526</td>
<td>169</td>
<td>169119</td>
<td>Chris Brueske</td>
</tr>
</tbody>
</table>

N/A.

5a. Other Departments/Agencies:

This position will work closely with Whatcom County Planning and Development Services and the Whatcom County Health Department. It will also require close coordination with a wide range of agencies and stakeholders involved in the management of water supply, including the Washington State Department of Ecology, the Washington State Department of Health, the City of Bellingham, Public Utility District No. 1, the Lummi Nation, the Nooksack Tribe, the Conservation District, Farm Friends, and others.

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

Chris Brueske, Assistant Public Works Director, will be responsible for managing the new position.

6. Funding Source:

Flood fund balance, Solid Waste and Noxious Weed interfund transfers.
MEMORANDUM

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

THROUGH: Frank M. Abart, Public Works Director

FROM: Chris C. Brueske, P.E., Assistant Director

DATE: May 17, 2013

RE: Supplemental Budget Request

The Public Works Natural Resources Division is requesting supplemental budget authority for FY 2013. On March 26, 2013, the County Council approved a grant agreement between the Washington State Department of Health and Whatcom County to support a Pollution Identification and Control Program between February 2013 and April 2015. The attached supplemental budget formalizes the authority to expend these grant funds as follows during 2013:

- $30,440 to be added to the Natural Resources Cost Center, 169119.

- A temporary, part-time field staff position will be hired to assist with the water quality monitoring program for both routine and focus area monitoring. The monitoring program helps characterize water quality patterns at over 90 routine sites and will provide additional monitoring in focus areas to guide water quality improvement projects. The grant agreement fully funds this position with $13,440 in 2013.

- A community outreach and engagement strategy will be developed and implemented in focus areas with consistently elevated bacteria levels. The grant agreement provides an additional $7,000 in 2013 to support this task.

- The outreach strategy will include technical and financial assistance for agricultural best management practices for small farms through the Whatcom Conservation District. The grant agreement provides an additional $10,000 in 2013 to support these efforts.

Please contact Erika Douglas at extension 50692 if you have any questions or concerns regarding the expenditure of these grant funds.
Supplemental Budget Request

Public Works

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<td>Erika Douglas</td>
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Expenditure Type: One-Time  
Year 1  
Add'l FTE □  
Add'l Space □  
Priority 1

Name of Request: New DOH grant

Department Head Signature (Required on Hard Copy Submission)

X

Date: 5/2/2013

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<td>6630</td>
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<tr>
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<td>Intergov Prof Svcs</td>
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</table>

Request Total: $0

1a. Description of request:

This supplemental budget requests authority to spend funds received through new grant funding to support enhanced water quality monitoring, community outreach, technical/financial assistance programs for landowners in watersheds with elevated bacteria levels in creeks and marine waters, and coordination with other local, state, tribal, and federal organizations working to improve water quality in Whatcom County. This includes a part-time field staff to assist with the water quality monitoring program.

1b. Primary customers:

The primary customers are the landowners in priority areas identified for water quality improvements in Whatcom County coastal drainages, community members and visitors that recreate in Whatcom County waterbodies, and shellfish harvesters (commercial, tribal, recreational).

2. Problem to be solved:

This grant funding will allow Whatcom County to evaluate elevated bacteria levels that have been observed in Drayton Harbor, Nooksack River, and Birch Bay watershed, resulting in closures or potential closures of shellfish growing areas. Priority areas for water quality improvements have been identified to assist with improving marine water quality and reopening or preventing the closure of shellfish growing areas as well as supporting other water-related recreational activities.

3a. Options / Advantages:

Grant funding provides greater opportunity to work with landowners to build knowledge about water quality patterns, identify community solutions in areas with the greatest problems, and provide assistance programs to help landowners implement water quality improvement projects. Without the grant funding, programs would focus on routine monitoring and limited outreach and assistance that is currently in the Public Works Natural Resources budget.

3b. Cost savings:

N/A.

4a. Outcomes:

This grant funding will result in a comprehensive local water quality database, enhanced monitoring in focus drainages, improved community outreach and engagement (neighborhood meetings and workshops, educational materials, technical and financial assistance programs), and implementation of

Monday, May 20, 2013
best management practices to improve water quality.

4b. Measures:
Measurements of the program’s progress will include the number of participating landowners, the number of best management practices implemented or enhanced, and fecal coliform levels observed through the water quality monitoring program.

5a. Other Departments/Agencies:
This program will work with the Whatcom County Health Department, Planning and Development Services, Whatcom Conservation District, and the state departments of Health, Ecology, and Agriculture.

5b. Name the person in charge of implementation and what they are responsible for:
Chris Brueske, Assistant Public Works Director, will be responsible for project oversight. Erika Douglas, Whatcom County Natural Resources Senior Planner, will be responsible for project management, water quality monitoring, community outreach, and coordination with other departments and agencies to provide technical and financial assistance programs to landowners.

6. Funding Source:
Interagency agreement between the State of Washington Department of Health and Whatcom County (N19934, Whatcom County contract #201303006).
**TITLE OF DOCUMENT:** 2014 Supplemental Budget Request #1

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

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
<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.)

Supplemental #1 requests funding from the General Fund:

1. To transfer appropriation authority of $60,731 from District Court Probation to District Court.
2. To appropriate $60,731 in District Court to fund 2014 budget adjustments from Probation transfer.
3. To transfer appropriation authority of $51,686 from Juvenile to Superior Court Administration and County Clerk.
4. To appropriate $1,765 County Clerk to fund 2014 Assigned Counsel closure day adjustment from Juvenile transfer.
5. To appropriate $24,767 in County Clerk to fund 2014 County Clerk closure day and Unrep pay increase adjustments from Juvenile transfer.
6. To appropriate $22,423 in Superior Court Administration to fund 2014 Superior Court Unrep pay increase adjustments from Juvenile transfer.
7. To appropriate $2,731 in Superior Court to fund 2014 Courthouse Facilitator closure day budget adjustments from Juvenile transfer.
8. To appropriate $17,719 in Treasurer to fund 2014 closure day and Unrep pay increase adjustments from new fee for service revenues.

From the Mental Health / Chemical Dependency Fund:

9. To reduce Drug Court appropriation by $21,340 due to decrease in grant funding.

From the Emergency Management Fund:

10. To appropriate $1,125 to fund closure day adjustment in Emergency Management Division.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

6/04/2013: Introduced
ORDINANCE NO.
AMENDMENT NO. 1 OF THE 2014 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 2014 budget included therein:

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
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<tbody>
<tr>
<td>General Fund</td>
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<td>-</td>
<td>60,731</td>
</tr>
<tr>
<td>Juvenile</td>
<td>(51,686)</td>
<td>-</td>
<td>(51,686)</td>
</tr>
<tr>
<td>County Clerk</td>
<td>26,532</td>
<td>-</td>
<td>26,532</td>
</tr>
<tr>
<td>Superior Court Administration</td>
<td>25,154</td>
<td>-</td>
<td>25,154</td>
</tr>
<tr>
<td>Treasurer</td>
<td>17,719</td>
<td>(17,719)</td>
<td>-</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>17,719</td>
<td>(17,719)</td>
<td>-</td>
</tr>
<tr>
<td>Mental Health/Chemical Dependency Fund</td>
<td>(21,340)</td>
<td>21,340</td>
<td>-</td>
</tr>
<tr>
<td>Emergency Management Fund</td>
<td>1,125</td>
<td>-</td>
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</tr>
<tr>
<td>Total Supplemental</td>
<td>(2,496)</td>
<td>3,621</td>
<td>1,125</td>
</tr>
</tbody>
</table>

ADOPTED this _____ day of ___________________ , 2013.

ATTEST:

Dana Brown-Davis, Council Clerk

Kathy Kershner, Chair of the Council

APPROVED AS TO FORM:

Daniel L.泡

Civil Deputy Prosecutor

Jack Louws, County Executive

Date: ___________________
### Summary of the 2014 Supplemental Budget Ordinance No. 1

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased Expenditure (Decrease)</th>
<th>(Increased) Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Court Probation</td>
<td>To transfer appropriation authority to District Court.</td>
<td>(60,731)</td>
<td></td>
<td>(60,731)</td>
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<tr>
<td>District Court</td>
<td>To fund 2014 budget adjustments from Probation transfer.</td>
<td>60,731</td>
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<tr>
<td>Juvenile</td>
<td>To transfer appropriation authority to Superior Court Administration and County Clerk.</td>
<td>(51,686)</td>
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<td>(51,686)</td>
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<tr>
<td>County Clerk</td>
<td>To fund 2014 Assigned Counsel closure day adjustments from Juvenile transfer.</td>
<td>1,765</td>
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<td>County Clerk</td>
<td>To fund 2014 County Clerk closure day and Unrep pay increase budget adjustments from Juvenile transfer.</td>
<td>24,767</td>
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<tr>
<td>Superior Court Administration</td>
<td>To fund Superior Court Unrep pay increase adjustments from Juvenile transfer.</td>
<td>22,423</td>
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<td>Superior Court Administration</td>
<td>To fund Superior Court - Courthouse Facilitator closure day budget adjustments from Juvenile transfer.</td>
<td>2,731</td>
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<td>Treasurer</td>
<td>To fund 2014 closure day and Unrep pay increase adjustments from new fee for service revenues.</td>
<td>17,719</td>
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<tr>
<td><strong>Total General Fund</strong></td>
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<td></td>
<td>(17,719)</td>
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<tr>
<td><strong>Mental Health/Chemical Dependency Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Superior Court Administration</strong></td>
<td>To reduce Drug Court appropriation due to decrease in grant funding.</td>
<td>(21,340)</td>
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<tr>
<td><strong>Emergency Management Fund</strong></td>
<td>To fund closure day adjustment.</td>
<td>1,125</td>
<td></td>
<td>1,125</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>(2,496)</td>
<td>3,621</td>
<td>1,125</td>
</tr>
</tbody>
</table>
Supplemental Budget Request

District Court Probation

Expenditure Type: Ongoing
Year 2 2014
Add'l FTE  □  Add'l Space  □  Priority  1

Name of Request: 2014 District Court Probation Bgt Adjustments

Department Head Signature (Required on Hard Copy Submission)  5/3/13

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>$90,731</td>
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<tr>
<td>6230</td>
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<td>Medical Insurance</td>
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<td>6255</td>
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<td>6259</td>
<td>Worker's Comp-Interfund</td>
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<td></td>
<td>Request Total</td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:

Close one vacant Probation Officer position for a total savings of $90,662. $29,931 of this amount will be used in the department to cover the elimination of 6 closure days and unrepresented employee wage increases. We request that the remaining $60,731 be added to the District Court budget to cover its closure day elimination and unrepresented wage increase adjustments ($22,421). The excess amount of $38,310 will be used to increase line items where shortfalls occur. (see related District Court suppl ID 1521)

1b. Primary customers:

2. Problem to be solved:

Due to the elimination of closure days and increases in unrepresented employee wages, staffing costs will exceed the 2014 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority.

3a. Options / Advantages:

It has been determined that the Probation Department can successfully absorb this reduction.

3b. Cost savings:

N/A

4a. Outcomes:

N/A

4b. Measures:

N/A

5a. Other Departments/Agencies:

This proposal will also provide for amounts needed in the District Court budget.

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

Bruce Van Glubt, District Court and District Court Probation Administrator

Thursday, April 25, 2013
### Supplemental Budget Request

**District Court Probation**

<table>
<thead>
<tr>
<th>Suppl ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator:</th>
<th>Bruce Van Glubt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1520</td>
<td>1</td>
<td>1310</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Status:** Pending

**6. Funding Source:**

Elimination of a position.
Supplemental Budget Request

District Court

Supp ID # 1521  Fund 1  Cost Center 1300  Originator: Bruce Van Glubt/M Caldwell

Expenditure Type: Ongoing  Year 2 2014  Add'l FTE □  Add'l Space □  Priority 1

Name of Request: 2014 District Court Bgt Adjustments

X

Department Head Signature (Required on Hard Copy Submission)  Date 5/3/13

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>($60,731)</td>
</tr>
<tr>
<td></td>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
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<td>6120</td>
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<td>Retirement</td>
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<td>Social Security</td>
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<td></td>
<td></td>
<td>Request Total</td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Add $60,731 to District Court's budget to cover the $22,421 needed as a result of the elimination of 2014 closure days and unrepresented wage increases. The remaining $38,310 will be used to increase the budget for specific line items where we frequently encounter shortages. These line items include: Extra Help/Pro Tems, Judge’s Legal Publications, Interpreter Services and Postage. Funding will come from the elimination of a vacant Probation Officer position in District Court Probation. (see related District Court Probation suppl ID 1520)

1b. Primary customers:
N/A

2. Problem to be solved:
Due to the elimination of closure days and increases in unrepresented employee wages, staffing costs will exceed the 2014 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority.

In addition, due to multi-year budget constraints, District Court has been unable to ask for Additional Service Requests for areas of its operations that have traditionally needed more funding.

3a. Options / Advantages:
It has been determined that the Probation Department can successfully absorb the reduction and this option will meet both departments' needs.

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:

Wednesday, May 01, 2013
Supplemental Budget Request

District Court

Support ID # 1521 Fund 1 Cost Center 1300 Originator: Bruce Van Glubt/M Caldwell

N/A

5a. Other Departments/Agencies:
District Court Probation will decrease one Probation Officer position.

5b. Name the person in charge of implementation and what they are responsible for:
Bruce Van Glubt, District Court and District Court Probation Administrator

6. Funding Source:
District Court Probation budget authority.
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Juvenile</th>
<th>Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supp't ID # 1929</td>
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<tr>
<td>Fund</td>
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<tr>
<td>Expenditure Type:</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

**Name of Request:** 2014 Juvenile Trf to Superior Ct/Clerk

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

[Signature]

**Date:** 5-6-17

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td></td>
<td>$51,686</td>
</tr>
<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
<td></td>
<td>($2,731)</td>
</tr>
<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
<td></td>
<td>($24,767)</td>
</tr>
<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
<td></td>
<td>($1,765)</td>
</tr>
<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
<td></td>
<td>($22,423)</td>
</tr>
</tbody>
</table>

**Request Total:** $0

1a. **Description of request:**

Transfer $22,423 of budget authority to Superior Court Administration (cost center 3100), $2,731 to Superior Court Administration - Courthouse Facilitators (cost center 3160), $1,765 to County Clerk - Assigned Counsel (cost center 3140), and $24,767 to County Clerk (cost center 3150) to cover 2014 reinstatement of closure day costs for the Master Bargaining Unit and Unrep wage increase in those departments. (see related supplemental IDs 1530, 1531, 1532, & 1533 for Superior Court Administration and County Clerk)

1b. **Primary customers:**

Staff

2. **Problem to be solved:**

Due to the elimination of closure days and increases in unrepresented employee wages, staffing costs will exceed the 2014 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority. Juvenile, Superior Court Administration and County Clerk are jointly managed departments. The Director of Superior Court Administration proposes to eliminate 2 vacant positions in Juvenile and use the wage and benefit savings to fund the closure day/Unrep pay increase adjustments in all three departments. This supplemental will decrease the Juvenile budget to enable the addition of the budget authority in County Clerk and Superior Court Administration.

3a. **Options / Advantages:**

3b. **Cost savings:**

N/A

4a. **Outcomes:**

N/A

4b. **Measures:**

N/A

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

This supplemental request will enable the budget authority in Superior Court Administration and County Clerk to be increased to cover closure days/Unrep wage increases.

**Wednesday, May 01, 2013**
5b. Name the person in charge of implementation and what they are responsible for:

Dave Reynolds, Director of Superior Court Administration, manages all three budgets.

6. **Funding Source:**

Eliminated positions
Supplemental Budget Request

County Clerk

Expenditure Type: Ongoing  Year: 2014  Priority: 1

Name of Request: 2014 County Clerk - Assigned Counsel budget adjust

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>($1,765)</td>
<td></td>
</tr>
<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
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<tr>
<td>6210</td>
<td>Retirement</td>
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<td>6230</td>
<td>Social Security</td>
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<tr>
<td>Request Total</td>
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<td>$0</td>
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</table>

1a. Description of request:
Increase the wage budget in County Clerk - Assigned Counsel by decreasing the wage budget in Juvenile for no net change to the General Fund. See related Juvenile supplemental ID 1529.

1b. Primary customers:
Staff

2. Problem to be solved:
Due to the elimination of closure days and increases in unrepresented employee wages, staffing costs will exceed the 2014 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority. Juvenile, Superior Court Administration and County Clerk are jointly managed departments. The Director of Superior Court Administration proposes to eliminate 2 vacant positions in Juvenile and use the wage and benefit savings to fund the closure day/Unrep pay increase adjustments in all three departments. This supplemental will add $1,765 to the County Clerk - Assigned Counsel wage budget to provide the amount needed for 2014 elimination of closure days.

3a. Options / Advantages:

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

5a. Other Departments/Agencies:
This supplemental request relies on a corresponding reduction in the Juvenile Court Administration budget so that there will be a net zero effect to the General Fund. This will be accomplished through Juvenile supplemental ID 1529.

5b. Name the person in charge of implementation and what they are responsible for:
Dave Reynolds, Director of Superior Court Administration, manages all three budgets.

6. Funding Source:

Tuesday, April 30, 2013
### Supplemental Budget Request

**County Clerk**

<table>
<thead>
<tr>
<th>Supp ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator:</th>
<th>Status:</th>
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<tbody>
<tr>
<td>1532</td>
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<td>3140</td>
<td>D Reynolds/M Caldwell</td>
<td>Pending</td>
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</table>

- eliminated positions in Juvenile budget

*Tuesday, April 30, 2013*
Supplemental Budget Request

Status: Pending

County Clerk

Suppl ID # 1533
Fund 1 Cost Center 3150 Originator: D Reynolds/M Caldwell
Expenditure Type: Ongoing Year 2 2014 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: 2014 County Clerk budget adjustments

X

Department Head Signature (Required on Hard Copy Submission) Date

5-6-17

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>($24,767)</td>
</tr>
<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
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<tr>
<td>6210</td>
<td>Retirement</td>
<td>$1,979</td>
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<tr>
<td>6230</td>
<td>Social Security</td>
<td>$1,620</td>
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</table>

Request Total: $0

1a. Description of request:

Increase the wage budget in County Clerk by decreasing the wage budget in Juvenile for no net change to the General Fund. See related Juvenile supplemental ID 1529.

1b. Primary customers:

Staff

2. Problem to be solved:

Due to the elimination of closure days and increases in unrepresented employee wages, staffing costs will exceed the 2014 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority. Juvenile, Superior Court Administration and County Clerk are jointly managed departments. The Director of Superior Court Administration proposes to eliminate 2 vacant positions in Juvenile and use the wage and benefit savings to fund the closure day/Unrep pay increase adjustments in all three departments. This supplemental will add $24,767 to the County Clerk wage budget to provide the amount needed for 2014 elimination of closure days and Unrep pay increases.

3a. Options / Advantages:

3b. Cost savings:

N/A

4a. Outcomes:

N/A

4b. Measures:

N/A

5a. Other Departments/Agencies:

This supplemental request relies on a corresponding reduction in the Juvenile Court Administration budget so that there will be a net zero effect to the General Fund. This will be accomplished through Juvenile supplemental ID 1529.

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

Dave Reynolds, Director of Superior Court Administration, manages all three budgets.

6. Funding Source:

Tuesday, April 30, 2013
Supplemental Budget Request

Status: Pending

County Clerk

Supp1 ID # 1533  Fund 1  Cost Center 3150  Originator: D Reynolds/M Caldwell

eliminated positions in Juvenile budget

Tuesday, April 30, 2013
Supplemental Budget Request

Superior Court

Expenditure Type: Ongoing
Year 2 2014 Add'l FTE □ Add'l Space □ Priority 1

Name of Request: 2014 Superior Court Bgt Adjustments

X

Department Head Signature (Required on Hard Copy Submission) Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
<tbody>
<tr>
<td>2910.1000</td>
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Request Total $0

1a. Description of request:
Increase the wage budget in Superior Court Administration by decreasing the wage budget in Juvenile for no net change to the General Fund. See related Juvenile supplemental ID 1529.

1b. Primary customers:
Staff

2. Problem to be solved:
Due to the elimination of closure days and increases in unrepresented employee wages, staffing costs will exceed the 2014 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority. Juvenile, Superior Court Administration and County Clerk are jointly managed departments. The Director of Superior Court Administration proposes to eliminate 2 vacant positions in Juvenile and use the wage and benefit savings to fund the closure day/Unrep pay increase adjustments in all three departments. This supplemental will add $22,423 to the Superior Court Administration wage budget to provide the amount needed for 2014 Unrep wage increases.

3a. Options / Advantages:

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

5a. Other Departments/Agencies:
This supplemental request relies on a corresponding reduction in the Juvenile Court Administration budget so that there will be a net zero effect to the General Fund. This will be accomplished through Juvenile supplemental ID 1529.

5b. Name the person in charge of implementation and what they are responsible for:
Dave Reynolds, Director of Superior Court Administration, manages all three budgets.

6. Funding Source:

Tuesday, April 30, 2013
Supplemental Budget Request

Superior Court

Supp# 1530  Fund 1  Cost Center 3100  Originator: D Reynolds/M Caldwell

eliminated positions in Juvenile budget
Supplemental Budget Request

Superior Court

Status: Pending

SuppID: # 1531  Fund: 1  Cost Center: 3160  Originator: D Reynolds/M Caldwell

Expenditure Type: Ongoing  Year: 2014  Add'l FTE  Add'l Space  Priority: 1

Name of Request: 2014 Superior Court - CH Facilitator Bgt Adjust

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
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</table>

1a. Description of request:

Increase the wage budget in Superior Court Administration - Courthouse Facilitators by decreasing the wage budget in Juvenile for no net change to the General Fund. See related Juvenile supplemental ID 1529.

1b. Primary customers:

Staff

2. Problem to be solved:

Due to the elimination of closure days and increases in unrepresented employee wages, staffing costs will exceed the 2014 adopted budget. Executive recommended and Council approved budget guidelines state that staffing costs which exceed budget are required to be funded within departmental budget authority. Juvenile, Superior Court Administration and County Clerk are jointly managed departments. The Director of Superior Court Administration proposes to eliminate 2 vacant positions in Juvenile and use the wage and benefit savings to fund the closure day/Unrep pay increase adjustments in all three departments. This supplemental will add $2,731 to the Superior Court Administration - Courthouse Facilitators wage budget to provide the amount needed for 2014 elimination of closure days.

3a. Options / Advantages:

3b. Cost savings:

N/A

4a. Outcomes:

N/A

4b. Measures:

N/A

5a. Other Departments/Agencies:

This supplemental request relies on a corresponding reduction in the Juvenile Court Administration budget so that there will be a net zero effect to the General Fund. This will be accomplished through Juvenile supplemental ID 1529.

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

Dave Reynolds, Director of Superior Court Administration, manages all three budgets.

6. Funding Source:

Tuesday, April 30, 2013
Supplemental Budget Request

Superior Court

Supp ID #: 1531  Fund 1  Cost Center 3160  Originator: D Reynolds/M Calwell

eliminated positions in Juvenile budget
Supplemental Budget Request

Treasurer

Supp ID # 1490  Fund 1  Cost Center 3300  Originator: S Oliver

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

Name of Request: Treasurer Closure Day/Unrep Inc Coverage-2014

X

Department Head Signature (Required on Hard Copy Submission)  Date  5/9/13

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td>6230</td>
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<td>$1,157</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Charge new fees for service to the Health Department, Public Works, special purpose taxing districts and other County departments that were not contemplated at the time of the budget adoption. This will be new, sustainable revenues. For example, we will be collecting nearly $12,000 annually in billing and collection fees from the Health Department for services relating to the OSS fees billed on the property tax statement. I expect these new fees to offset all of the increased costs; however, in the event that they don’t meet the budgetary need, I will provide supplemental revenues to the Current Expense Fund from the Treasurer’s O&M fund as allowed by statute. We currently reimburse the Current Expense Fund a fixed amount annually now, and would propose a small increase to this reimbursement if necessary.

1b. Primary customers:
Entities & Departments to whom services are provided.

2. Problem to be solved:
This request is in response to the Executive’s request for budgetary solutions to cover reinstatement of represented employee closure days and provide a salary increase for unrepresented employees.

3a. Options / Advantages:

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

5a. Other Departments/Agencies:
Entities & Departments to whom Treasurer’s Office provides services will start paying fees for those services.

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

6. Funding Source:
New fees

Wednesday, May 01, 2013
Supplemental Budget Request

Supreme Court

SuppID # 1305  Fund 124  Cost Center 124200  Originator: Dave Reynolds

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

Name of Request: Drug Court Budget Reduction 2014

<table>
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<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
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<td>JAG/BYRNE Grant</td>
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<td>Request Total</td>
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<td>$0</td>
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</table>

1a. Description of request:
Reduce Drug Court budget by the amount of reduced revenue.

1b. Primary customers:
N/A

2. Problem to be solved:
Superior Court Administration is eliminating the Drug Court Coordinator's position in response to budget adjustments needed to fund reinstatement of closure days in 2014 and loss of grant revenue which previously funded that position. Excess eliminated position budget authority of $71,790 over and above the amount of the closure day reinstatement and loss of grant revenue will be redistributed within the Drug Court/Family Treatment Court program cost centers.

3a. Options / Advantages:
N/A

3b. Cost savings:
N/A

4a. Outcomes:
N/A

4b. Measures:
N/A

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:
N/A

Tuesday, April 30, 2013
Supplemental Budget Request

Name of Request: Reinstate EMPG closure day budget - 2014

Department Head Signature (Required on Hard Copy Submission)  Date: 5/17/13

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Description</th>
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<tr>
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<td>Request Total</td>
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<td>$0</td>
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</tbody>
</table>

1a. Description of request:
Reinstate closure day budget for Clerk IV position covered by grant funding in Emergency Management Division.

1b. Primary customers:

2. Problem to be solved:
All budgets were reduced during the biennial budget process for the effect of 6 closure days. The closure days will not take place and this staff member is fully funded by federal grant funding. The full amount of grant funding is already in the budget, the expenditure budget needs to be reinstated.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
Federal EMPG grant.
### Title of Document:
Ordinance Rescinding Ordinance 87-86 and Closing the Drug Task Force Revolving Bank Account

### ATTACHMENTS:

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

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

Ordinance 87-86 established the Drug Task Force Fund (150) as a special fund for the purpose of tracking indirect grant funds received from the Bureau of Justice Assistance. The Ordinance also established a revolving bank account in the amount of $10,000. Fund 150 has been dissolved and the revolving bank account is duplicative and unnecessary. The Sheriff’s Office wants to rescind Ordinance 87-86, close the revolving bank account and deposit any residual funds into the Whatcom County Drug Fund (165).

### COMMITTEE ACTION:

### COUNCIL ACTION:
6/04/2013: 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.
ORDINANCE NO. ______
An Ordinance Rescinding Ordinance 87-86
And Closing the Drug Task Force Revolving Bank Account

WHEREAS, Ordinance 87-86 established the Drug Task Force Fund as a special revenue fund for
the purpose of tracking indirect grant funds received from the Bureau of Justice Assistance; and

WHEREAS, Ordinance 87-86 established the Drug Task Force Revolving Account in the amount
of $10,000 to act as a drug “buy” fund with the County Sheriff as the custodian; and

WHEREAS, Fund 150 established by Ordinance 87-86 was dissolved on January 30, 2013, by
ordinance; and

WHEREAS, changing operational requirements make the Drug Task Force Revolving Account
duplicative and unnecessary; and

WHEREAS, any cash balance in the Drug Task Force Revolving Account may be transferred to
fund 165, the Whatcom County Drug Fund;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance
87-86 be and is hereby rescinded; and

BE IT FURTHER ORDAINED that the Whatcom County Sheriff’s Office bank account
referenced herein shall be closed and that any residual funds be deposited in the Whatcom County Drug
Funds (165).

ADOPTED this ___ day of _______, 20__.

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

Kathy Kershner, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM: WHATCOM COUNTY, WASHINGTON
Liz Gallery, Senior Deputy Prosecutor

Jack Louws, County Executive
( ) Approved ( ) Denied
Date Signed: ____________________
To: Jack Louws, County Executive  
From: Bill Elfo, Sheriff  
Date: May 24, 2013  

RE: Proposed Ordinance Change submission for upcoming Council Agenda

Attached is a proposed ordinance and agenda bill for rescinding a 1987 ordinance that established a petty cash fund, managed by the Sheriff’s Office, used to supply investigative money to the Drug Task Force.

The WA State Auditor previously recommended that we eliminate this revolving fund due to operational changes, and a duplicative process between petty cash funds. We have also found that by eliminating this fund we will reduce associated accounting and paperwork, and streamline the process while maintaining the degree of accountability and oversight necessary. Investigative funds can be dispersed and accounted for directly to the task force from fund 165 which eliminates the need for the extra revolving account and supporting fund established by Ordinance 87-86. We have worked closely with the State Auditor’s Office to make sure that the new procedure will meet the appropriate requirements.

If you have any questions please feel free to contact Undersheriff Parks at ext. 50418.
Construction Services for Cottonwood Neighborhood Drainage Improvements Project (Birch Bay)
MEMORANDUM

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

THROUGH: Frank M. Abart, Public Works Director

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

RE: Contract for Construction Services for Cottonwood Neighborhood Drainage Improvements Project

DATE: June 3, 2013

Please find attached for your review and approval two (2) originals of a contract for services between Reichhardt & Ebe Engineering Inc. and Whatcom County for construction services for the upcoming Cottonwood Neighborhood Drainage improvements project.

▪ Background and Purpose
Reichhardt & Ebe (R&E) will provide construction support services in Birch Bay for the BBWARM District Cottonwood Neighborhood Drainage Improvements project. This contract provides for engineering oversight and site inspection services. There are no available County staff to provide site inspection services during this summer construction season.

R&E was chosen through a competitive selection process.

▪ Funding Amount and Source
This contract in the amount of $84,963 will be funded by fees collected through the Birch Bay Watershed and Aquatic Resources Management District (cost center 169250).

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

Attachments
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

Whatcom County
Contract No.
201306010

Originating Department: Public Works-Stormwater
Contract Administrator: Kraig Olason, Senior Planner
Contractor's/Agency Name: Reichhardt & Ebe Engineering Inc.

Is this a New Contract? Yes __ No __
Is this a grant agreement? Yes __ No __
Is this contract funded? Yes __ No __
Is this the result of a RFP or Bid process? Yes __ No __
Is this contract excluded from E-Verify? Yes __ No __

Contract Amount: $84,962.93
This Amendment Amount: $  
Total Amended Amount: $  

Scope of Services:

Reichhardt & Ebe will provide engineering oversight and site inspection construction support services for the Cottonwood Neighborhood Drainage Improvements project including site inspection. Improvements include installation of stormwater facilities, including a bio-retention swale and a major drainage by-pass.

Term of Contract: December 31, 2014
Expiration Date: December 31, 2014

Contract Routing Steps & Signoffs: [sign or initial] [indicate date transmitted]
1. Prepared by: Remy McConnell
2. Attorney reviewed: Daniel L. Gibson
3. AS Finance reviewed: 
4. IT reviewed if IT related
5. Corrections made:
6. Attorney signoff: Daniel L. Gibson
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
CONTRACT FOR SERVICES
CONSTRUCTION SERVICES FOR
COTTONWOOD NEIGHBORHOOD DRAINAGE IMPROVEMENTS PROJECT

REICHHARDT & EBE ENGINEERING INC., hereinafter called Contractor, and Whatcom County Flood Control Zone District, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 8,
Exhibit A (Scope of Work), pp. 9 to 12,
Exhibit B (Compensation), pp. 13 to 14,
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 19TH day of JUNE, 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31ST day of DECEMBER, 2014.

The general purpose or objective of this Agreement is to: provide construction services including inspection for the drainage improvements project in the Cottonwood Neighborhood of the Birch Bay area, 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 EIGHTY-FOUR THOUSAND, NINE HUNDRED SIXTY-TWO AND 93/100 DOLLARS ($84,962.93). 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 4TH day of JUNE, 2013.

CONTRACTOR:

REICHHARDT & EBE ENGINEERING INC.

Luis Ponce, President

STATE OF WASHINGTON
COUNTY OF Whatcom

On this 4TH day of JUNE, 2013 before me personally appeared ANDREW LAW to me known to be a PRESIDENT of REICHHARDT & EBE ENGINEERING INC., and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Shannon R. Hartnk
NOTARY PUBLIC in and for the State of Washington, residing at

My commission expires 3/13/17

Contract for Services
Construction Services for Cottonwood Neighborhood Drainage Improvements Project
WHATCOM COUNTY:
Recommended for Approval:

Frank M. Abart
Public Works Director

Approved as to form:

Daniel L. Gibson
Chief Civil Deputy Prosecutor

Approved:
Accepted for Whatcom County Flood Control Zone District:

By:
Jack Louws, Whatcom County Executive/Signatory for Flood Control Zone Board of Supervisors

STATE OF WASHINGTON
COUNTY OF WHATCOM

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

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

CONTRACTOR INFORMATION:

REICHHARDT & EBE, LLC
Contact Name: Dale Buys, P.E., Project Manager

Address:
423 Front Street
Lynden, WA 98264
Phone: 360.354.3687
Email: dale@recivil.com
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

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

11.2 Termination for Reduction in Funding:
In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt or 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
21.1 Taxes: 
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

30.2 Assignment and Subcontracting: 
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
36.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

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

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

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

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

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

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

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

a. Professional Liability - $1,000,000 per occurrence.

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 rights receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

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

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

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

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

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

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

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

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

38.3 E-Verify: Not Applicable

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

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

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

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

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

42.1 Disputes:

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

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

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

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

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

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

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

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

CONSTRUCTION SERVICES FOR
COTTONWOOD NEIGHBORHOOD DRAINAGE IMPROVEMENTS

PROJECT UNDERSTANDING
Reichhardt & Ebe Engineering Inc., (CONSULTANT) will provide professional services to the Whatcom County (COUNTY) for the support of Construction Engineering (CE) to a limited capacity as described below, for improvements to the Cottonwood Drainage Improvements. Work will include construction of stormwater improvements, including installation of a bypass- trunkline and outfall to Birch Bay, installation of a bio-retention treatment swale and re-routing local drainage to allow removal of a failing marine outfall other work associated with the drainage improvements. This project is funded with BBWARM funds.

CONSTRUCTION MANAGEMENT TEAM
The Construction Management Team is made up of the following firms/organizations:

- Owner: Whatcom County
- Prime Consultant: Reichhardt & Ebe Engineering, Inc.
- Surveying: County
- Permitting Coordination: County
- Archaeological Compliance: Provided by County
- Testing Services: Provided by County

ASSUMPTIONS
- The project will be completed in 45 working days with no suspensions of work.

The COUNTY will perform the following specific activities:
- Perform all pre-award requirements for the contract.
- Accept/Maintain Statement of Intent, Affidavit of Wages Paid forms.
- Check Business Licenses and other requirements of bid
- Check Industrial Insurance Account
- Review Request to Sublet Form 420-012
- Review subcontractor certification 420-004
- Final Voucher 134-146
- Weekly Payroll review
- Provide all EPA pre-construction documentation, except as listed below in scope of CE services
- Retain and verify Certified Payrolls
- Prepare and route pay estimates to Contractor
- Process Contractor Documentation such as RFI’s, claims, correspondence.
- Assist Inspector in assuring project is in compliance with all permit conditions.
- Obtain from the Contractor a list of labor and equipment force account rates.
- Verify these rates with the Certified Payrolls and AGC Blue Book.

The CONSULTANT will perform the following specific activities:

WORK TASKS

TASK 1.00 – This section not utilized.

TASK 2.00 – PROJECT MANAGEMENT/ADMINISTRATION
SPECIFIC ACTIVITIES
2.01 When requested by the COUNTY, participate in coordination meetings with the Contractor, the COUNTY, and CONSULTANT. Meetings will be scheduled in advance and shall occur on an as needed basis.

2.02 When requested by the COUNTY, review monthly progress payments submitted by Contractor and transmit to the COUNTY for payment.

2.03 Prepare ongoing CONSULTANT monthly status reports and invoices. Status reports to include comparison of budget cost of work versus actual cost of work performed for all CONSULTANT activities associated with the PROJECT and identification of issues that have an impact on the PROJECT.

2.04 Prepare and maintain supporting documentation for the invoices.

2.05 Participate in weekly progress meetings with staff and subconsultant.

2.06 Preparation of subconsultant contracts and amendments. This is not required as the COUNTY will coordinate all subconsultants.

2.07 Documentation of expenditures on each Task, showing the hours worked by PROJECT personnel and other direct expenses related to the Tasks.

PRODUCTS
- Monthly CONSULTANT status reports.

TASK 3.00 – CONSTRUCTION MANAGEMENT/INSPECTION

SPECIFIC ACTIVITIES
3.01 When requested by the COUNTY, assist in assembling all documentation required to issue changes and revisions to the contract. Prepare cost estimates, justification for change, prepare letters to Contractor issuing proposed change orders and requesting cost proposals, lead change order negotiations with the Contractor, prepare negotiation notes, prepare NTP letters, and letters confirming negotiated prices. Prepare amendment to Contractor’s contract for transmittal to the COUNTY.

3.02 When requested by the COUNTY, assist in preparing progress estimates for payment to Contractor.

3.03 The CONSULTANT will prepare a Record of Materials for use in managing material documentation of products used in the field.

3.04 Assist in reviewing specifications, drawing requirements, Request for Approval of Materials (RAMs).

3.05 When requested by the COUNTY, assist in preparing and responding to all PROJECT correspondence with the Contractor and COUNTY.

3.06 When requested by the COUNTY, assist in resolving day-to-day PROJECT issues, as well as design and contract issues with the engineer, Contractor and COUNTY.

3.07 When requested by the COUNTY, assist in Claim and Force Account Evaluation.
3.08 Maintain updated record drawings on an as needed basis.

3.09 Assist in monitoring PROJECT costs (actual versus budget) and report monthly.

3.10 Assist in reviewing Contractor’s baseline schedules.

3.11 Coordination and communication with Agency(s).

3.12 Preparation of As-Built Drawings.

PRODUCTS
- When requested by the COUNTY, written documentation pertaining to PROJECT issues.

TASK 4.00 – TESTING SERVICES

SPECIFIC ACTIVITIES
4.01 Manage the performance of quality control testing. Testing will be performed on an as-needed basis by an accredited testing laboratory, contracted by COUNTY. Quality control testing services provided as part of the construction management contract shall include but is not limited to:

   4.01.1 Soil materials testing
   4.01.2 Proctor analysis and in-place density testing for backfill operations.
   4.01.3 Hot mix asphalt testing
   4.01.4 Concrete compression tests (supplemental testing not specified in construction contract to be provided by Contractor).

PRODUCTS
- Management of testing services.

TASK 5.00 – INSPECTION SERVICES

SPECIFIC ACTIVITIES
5.01 Document pre-construction conditions by taking photos as well as develop field notes prior to construction start. Prepare electronic filing system to track photos.

5.02 Review project Plans and Specifications as well as project site to assure project understanding.

5.03 Prepare for and attend Pre-Construction meeting.

5.04 Inspect work methods and products; verify compliance with PROJECT contract plans and specifications. Attend weekly construction meetings and assist with agenda preparation and review any meeting summaries for accuracy.

5.05 Inspect materials; verify compliance with PROJECT contract plans and specifications.

5.06 Inspect equipment; verify compliance with approved submittals and PROJECT contract plans and specifications.

5.07 Coordinate with adjacent property owners and document correspondence and agreements.

5.08 Coordinate with utility companies and document correspondence and agreements.
5.09 Assist the COUNTY with monitoring compliance with Wage Rates.

5.10 Coordinate construction survey.

5.11 Prepare inspection correspondence, records and reports.

5.12 Verify and document permit compliance.

5.13 Develop/prepare project punch list items.

PRODUCTS
- Daily inspection report on quality compliance.
- Quality Control test reports.
- Pay notes and field note records.

TASK 6.00 – PROJECT CLOSEOUT

SPECIFIC ACTIVITIES
6.01 Conduct final inspection with the COUNTY and PROJECT Designer to establish final punch list.

6.02 Monitor and verify completion of punch list items and issue substantial completion to Contractor.

6.03 Coordinate transmittal of all necessary As-built documents to the COUNTY.

6.04 If requested by the COUNTY, prepare project closeout documentation.

PRODUCTS
- Issuance of Letter of Substantial Completion with final punch list.
- Issuance of one mylar set, two paper sets, and 1 disk of final As-Built drawings and electronic files to the COUNTY along with a master drawing list.

TASK 7.00 – SUBCONSULTANTS

COUNTY will perform itself or contract and coordinate with the following subconsultants in accordance with the scope of work and task items identified.

7.01 COUNTY Surveying – Construction Surveying
7.02 COUNTY – Permitting Coordination
7.03 Rosario Archeological Services – Archaeological compliance monitoring.
7.04 Material Testing Services (Subconsultant not yet identified)
### EXHIBIT “B”
(COMPENSATION)

**COTTONWOOD NEIGHBORHOOD DRAINAGE IMPROVEMENTS**
Man-Hour and Cost Estimate
**REICHHARDT & EBE ENGINEERING, INC.**

Date: May 24, 2019

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<td>$368.20</td>
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<td>$1,543.94</td>
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Contract for Services - Exhibit B, Compensation
Construction Services for Cottonwood Neighborhood Drainage Improvements Project
### 5.00 Inspection Services

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Hours</th>
<th>Cost Rate</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Pre-Construction Photos and Documentation</td>
<td>1</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>Pre-Construction Project Review</td>
<td>2</td>
<td>2</td>
<td>4</td>
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<tr>
<td>Preconstruction Conference</td>
<td>1</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Inspect Work Methods &amp; Products</td>
<td>4</td>
<td>4</td>
<td>16</td>
</tr>
<tr>
<td>Inspect Materials and Verify Compliance</td>
<td>4</td>
<td>4</td>
<td>16</td>
</tr>
<tr>
<td>Inspect Equipment and Verify Compliance</td>
<td>4</td>
<td>4</td>
<td>16</td>
</tr>
<tr>
<td>Coordinate with Adjacent Property Owners</td>
<td>4</td>
<td>2</td>
<td>8</td>
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<tr>
<td>Coordinate with Utility Companies</td>
<td>2</td>
<td>2</td>
<td>4</td>
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<tr>
<td>Review Required Wage Rates (County)</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Coordinate Construction Survey Requirements</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Prepare Inspection Correspondence, Records &amp; Reports</td>
<td>9</td>
<td>9</td>
<td>81</td>
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<tr>
<td>Verify Permit Compliance</td>
<td>2</td>
<td>2</td>
<td>4</td>
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<tr>
<td>Develop Punch Lists</td>
<td>4</td>
<td>4</td>
<td>16</td>
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</tbody>
</table>

**Sub-Total** 2  54  0  509  3  18 0  0  
**Provisional Hourly Rate** $132.69 $105.42  $53.89  $50.56  $79.24  $62.26  $56.80  $49.11

**Total Task** $65,438.93

### 6.00 Project Closeout

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Hours</th>
<th>Cost Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Final Inspection</td>
<td>4</td>
<td>4</td>
<td>16</td>
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<tr>
<td>Verify Completion of Punch list items</td>
<td>4</td>
<td>4</td>
<td>16</td>
</tr>
<tr>
<td>Coordinate Submittal of As-Builts to County</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Provide Closeout Documents to County</td>
<td>2</td>
<td>2</td>
<td>4</td>
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</tbody>
</table>

**Sub-Total** 11  10  0  10  1  2  0  2  2  
**Provisional Hourly Rate** $132.69 $105.42  $53.89  $50.56  $79.24  $62.26  $56.80  $49.11

**Total Task** $2,583.11

**TOTAL HOURS** 44  200  12  547  30  66.2  7  6  6  63

**Provisional Rate** $132.69 $105.42  $53.89  $50.56  $79.24  $62.26  $56.80  $49.11

**SUB-TOTAL** $5,750.16 $31,364.00  $857.62  $46,853.92  $2,852.64  $4,378.53  $582.50  $265.66

**TOTAL** $84,962.83

### 7.00 SUBCONSULTANTS

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Surveying - Performed By County</td>
<td>$3.00</td>
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<tr>
<td>Permitting Coordination - Performed by County</td>
<td>$0.00</td>
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<tr>
<td>Archaeology - Assume County to Contract Direct</td>
<td>$3.00</td>
</tr>
<tr>
<td>Material Testing - Assume County to Contract Direct</td>
<td>$3.00</td>
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</table>

**TOTAL** $3.00

**GRAND TOTAL** $84,962.83

---

**Budget Narrative**

Contract amounts shall not exceed the total budget referenced (above). As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the project budget (Exhibit B). Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 10%. Expense reimbursement requests must be accompanied by copies of paid invoices. Costs of alcoholic beverages are not eligible for reimbursement. Reimbursement for air travel (if applicable) will be at coach rates. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.

---

Contract for Services - Exhibit B, Compensation  
Construction Services for Cottonwood Neighborhood Drainage Improvements Project  
Page 14
EXHIBIT "C"

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS INSURANCE IS 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
Guide Insurance Services, Inc.
P.O. Box 473
8108 Suico Meridian
Lynden, WA 98264
Joel Kok

PHONE: 360-354-2200
FAX: 360-933-4145

CONTACT
Vicki Smollen
PHONE: 360-354-2200
FAX: 360-933-4145

E-MAIL ADDRESS: vicki@guideinsurance.com

INSMR# AFFORDING COVERAGE

INSURER A:
Ohio Security Insurance Co

INSURER B:
Travelers Insurance Company

INSURER C:
Ohio Security Insurance Co

INSURER D:

INSURER E:

INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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<th>TYPE OF INSURANCE</th>
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<tr>
<td>NON-OWNED AUTO</td>
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<tr>
<td>SCHEDULED AUTO, NON-OWNED AUTO</td>
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<td>X HIRED AUTO</td>
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<td>X UMBRELLA LIABILITY</td>
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<td>CLAIMS-MADE, OCCUR</td>
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<tr>
<td>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</td>
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<tr>
<td>X EXECUTIVE COVERAGE EXCLUDED (mandatory in NY)</td>
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<td>X MACRO, MACRO the REDUCTION OF OPERATIONS, (</td>
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<td>105364581</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required):
Re: Cottonwood Storm Water Construction Management & Inspection Project
Blanket Additional Insured and Waiver of Subrogation Form #CG8810003

CERTIFICATE HOLDER
Whatcom County Public Works
Stormwater
Civic Center Annex
322 N Commercial St #301
Bellingham, WA 98225

CANCELLATION
WHAC-4

AUTHORIZED REPRESENTATIVE

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Contract for Services - Exhibit C, Certificate of Insurance
Construction Services for Cottonwood Neighborhood Drainage Improvements Project
Construction Contract Award: Cottonwood Neighborhood Drainage Improvements

ATTACHMENTS

1. Memorandum to County Executive and FCZD Board of Supervisors
2. Approval for Contract Award endorsed by the Executive
3. Project Narrative: Summary and Vicinity Map
4. Project Cost Breakdown
5. Bid Tabulation
6. Low Bid Proposal

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

Approval of contract award to Len Honcoop Gravel, Inc., as low bidder in the amount of $467,646.42 for the Cottonwood Neighborhood Drainage Improvements project in Birch Bay.

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

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

THROUGH: Frank M. Abart, Public Works Director

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

RE: Cottonwood Neighborhood Drainage Improvements Construction Contract Award

DATE: June 4, 2013

Enclosed for your review and approval is a contract award package for the Cottonwood Neighborhood Drainage capital improvement project in the Birch Bay watershed. This package consists of an agenda bill, project narrative summary and vicinity map, project cost breakdown, bid tabulation, and the low bid proposal. Bid proposals for this project were opened at 2:30 p.m. on Tuesday, May 21, 2013.

- Requested Action
  Public Works requests that the Flood Control Zone District Board of Supervisors authorize the County Executive to enter into a contract for the subject project to the sole bidder, Len Honcoop Gravel, Inc. (Honcoop), in the amount of $467,646.42. Please signify your approval to award this contract to Honcoop on the Approval for Contract Award page.

- Background and Purpose
  This high priority Birch Bay Watershed Aquatic and Resources Management District (BBWARM) District project will improve stormwater conveyance and provide stormwater treatment in the Cottonwood Beach area of the Birch Bay watershed. The existing drainage system is overwhelmed, resulting in flooding to low lying properties and sink holes in Birch Bay Drive. Additionally, high fecal coliform counts have consistently been found in ongoing water quality sampling adjacent to Seaview and Hazel Drives. Stormwater facilities to be installed include approximately 900 LF of storm pipe, catch basins, an outfall to the beach area, and a bioinfiltration swale. These facilities will increase conveyance capacity, minimize localized flooding, and reduce the transportation of stormwater pollutants to Birch Bay.

- Funding Amount and Source
  Expenditure for this project in the amount of $467,646.42 is authorized under BBWARM's 2013 base budget (cost center 159250, work order 17697).

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

Enclosures

In accordance with W.C.C.3.08.230, I concur with this recommendation:

Brad Bennett, AS-Finance Director

Date 6/7/13
COTTONWOOD NEIGHBORHOOD DRAINAGE IMPROVEMENTS

APPROVAL FOR CONTRACT AWARD

Approval is hereby granted to award the Contract as follows:

Project: Cottonwood Neighborhood Drainage Improvements

To: Len Honcoop Gravel, Inc.

in the amount of their bid proposal of $467,646.42.

_____________________________  __________________________
Jack Louws  Date
Whatcom County Executive
Approving Authority
COTTONWOOD NEIGHBORHOOD DRAINAGE IMPROVEMENTS

Construction Funding Year(s): 2013

Project Summary:
This project is located northwest of Bellingham in Section 24, T40N, R1W. This project includes the installation of approximately 900 LF of storm pipe, catch basins, an outfall to the beach area, and a bioinfiltration swale. These facilities will increase conveyance capacity, minimize localized flooding, and reduce the transportation of stormwater pollutants to Birch Bay. The bioinfiltration swale utilizes sandy soil filtration media and vegetation to treat stormwater.

Project Status: Construction will begin as early as July 29, 2013, and completed by December 31, 2013.

Project Funding:

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<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Federal / State</td>
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<tr>
<td>Local</td>
<td>$470,000</td>
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<tr>
<td>Total</td>
<td>$470,000</td>
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Environmental Permitting (Agencies/Permits):
- HPA, SEPA DNS, SHR SHC, LDP, CORPS

Right-of-Way Acquisition ($ Estimate):
$18,000

Day Labor ($ Estimate):
N/A
Project Cost Break Down

Cottonwood Neighborhood Drainage Improvements

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<tr>
<td>Construction Contract</td>
<td>$467,646</td>
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<td>Construction Engineering</td>
<td>$85,000</td>
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<td>Archaeological Services</td>
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<td>Testing and Contingency</td>
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<td><strong>Total</strong></td>
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<td>Spill Prevention, Control, and Countermeasures</td>
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<td>3</td>
<td>Archaeological and Historical Salvage</td>
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<td>Stand-by Time due to Archaeological Findings</td>
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<td>5</td>
<td>Project Temporary Traffic Control</td>
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<td>6</td>
<td>Clearing and Grubbing</td>
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<tr>
<td>7</td>
<td>Removal of Structures and Obstructions</td>
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<tr>
<td>8</td>
<td>Unsuitable Foundation Excavation, Including Haul</td>
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<tr>
<td>9</td>
<td>Shoring or Extra Excavation Class B</td>
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<td>10</td>
<td>Structural Shoring Class B</td>
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<tr>
<td>11</td>
<td>Dewatering</td>
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<td>12</td>
<td>Gravel Base</td>
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<td>13</td>
<td>Crushed Surfacing Top Course</td>
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<td>14</td>
<td>Commercial HMA CL. 1/2 in. PG 64-22</td>
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<td>15</td>
<td>Tapered End Section with Type 4 Safety Bars 30 In. Diam.</td>
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<td>Tapered End Section with Type 4 Safety Bars 36 In. Diam.</td>
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<td>17</td>
<td>Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.</td>
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<td>Corrugated Polyethylene Storm Sewer Pipe 24 In. Diam.</td>
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<td>High-Density Polyethylene (HDPE) Storm Sewer Pipe 36 In. Diam.</td>
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<td>Controlled Density Fill</td>
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<td>Pea Gravel for Beach Restoration</td>
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<td>Catch Basin Type 1</td>
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<td>Catch Basin Type 1L</td>
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<td>26</td>
<td>Catch Basin Type 2 48 In. Diam.</td>
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<td>31</td>
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<td>Stabilized Construction Entrance</td>
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<td>Silt Fence</td>
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<td>35</td>
<td>Erosion/Water Pollution Control</td>
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<td>36</td>
<td>Seeding, Fertilizing and Mulching</td>
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<td>37</td>
<td>Seeded Lawn Installation</td>
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<td>38</td>
<td>Biodegradable Erosion Control Blanket</td>
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<td>Landscape Restoration</td>
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<td>Cement Concrete Driveway</td>
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<td>Quarry Spalls</td>
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<td>42</td>
<td>Paint Line</td>
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<td>43</td>
<td>Plastic Stop Line</td>
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<td>44</td>
<td>Pothole Existing Underground Utilities</td>
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<tr>
<td>45</td>
<td>Repair Existing Public and Private Facilities</td>
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Total Schedule A: $341,510.00 $365,467.43
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<th>Amount</th>
<th>Unit Price</th>
<th>Amount</th>
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<td>Ditch Excavation, Including Haul</td>
<td>250</td>
<td>CY</td>
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<td>$7,500</td>
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<td>$5,500</td>
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<td>$991.00</td>
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<td>Catch Basins SD4.5, SD4.6, Type 2, 48&quot; Diam Incl Pavement Restoration</td>
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**Total Schedule B**

$118,143.50

**TOTAL BID: Schedule A and B**

$459,653.50

I hereby certify that the amounts tabulated herein are correct and accurately represent the amounts contained in the Engineer's estimate and the respective bid proposals opened at 2:30 P.M., May 21, 2013, for "Cottonwood Drainage Improvements."

Kirk N. Christensen, P.E.
Manager
Whatcom County Public Works-Stormwater

STATE OF WASHINGTON
)
COUNTY OF WHATCOM
)

On this day personally appeared before me, Kirk N. Christensen, P.E., to me known to be the individual described herein and who executed the foregoing instrument: set forth of unlawful act.

Kirk N. Christensen, P.E.
Date
May 21, 2013

SANDRA L. MOCK

NOTARY PUBLIC
My commission expires 6/29/14

COMMISSION EXPIRES 06-29-2014
STATE OF WASHINGTON
WHATCOM COUNTY BID OPENING RESULTS

The following information is a record of bidders and their bid totals as received at the time of the bid opening.
All bids are subject to review by the requesting department and approval by the County Executive and the County Council.
A formal award of rejection notice and tabulation will be issued to all participants or to any interested person once the bid has been awarded.

BID 13-30
Public Works/Stormwater – Cottonwood Drainage Project
2:30 pm Tuesday May 21, 2013

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Engineer's Estimate $4,596,655.50
BID PROPOSAL

COTTONWOOD DRAINAGE IMPROVEMENTS

Date      May 21, 2013

TO:        Whatcom County Executive and Council
           Whatcom County Courthouse
           311 Grand Avenue
           Bellingham, Washington 98225

Gentlemen:

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 Project Manual entitled: “Cottonwood Drainage Improvements, Whatcom County, Washington,” including the "Bid Procedures and Conditions," "Specifications and Conditions," "Contract Forms," and "Plans" 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 Project Manual.
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<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
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<th>UNIT PRICE</th>
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Total Schedule A $365,450.07
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<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>46</td>
<td>250 CUBIC YARD</td>
<td>DITCH EXCAVATION, INCLUDING HAUL (2-03)</td>
<td>$ 25.50 per CY</td>
<td>$ 6374.50</td>
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<td>47</td>
<td>30 CUBIC YARD</td>
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<td>$ 42.52 per CY</td>
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<td>48</td>
<td>3 CUBIC YARD</td>
<td>CONTROLLED DENSITY FILL (2-09)</td>
<td>$ 217.19 per CY</td>
<td>$ 651.57</td>
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<td>49</td>
<td>245 SQUARE YARD</td>
<td>CONSTRUCTION GEOTEXTILE FOR FILTRATION (2-12)</td>
<td>$ 1.89 per SY</td>
<td>$ 463.05</td>
</tr>
<tr>
<td>50</td>
<td>3 SQUARE YARD</td>
<td>30 MIL HDPE LINER (2-12)</td>
<td>$ 53.77 per SY</td>
<td>$ 161.31</td>
</tr>
<tr>
<td>51</td>
<td>70 LINEAR FOOT</td>
<td>SOLID WALL PVC UNDERDRAIN PIPE, 12&quot; DIAM. (7-01)</td>
<td>$ 17.07 per LF</td>
<td>$ 1236.74</td>
</tr>
<tr>
<td>52</td>
<td>8 LINEAR FOOT</td>
<td>SOLID WALL PVC STORM SEWER PIPE, 12&quot; DIAM. (7-04)</td>
<td>$ 25.05 per LF</td>
<td>$ 286.22</td>
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<tr>
<td>53</td>
<td>150 LINEAR FOOT</td>
<td>SOLID WALL PVC STORM SEWER PIPE, 18&quot; DIAM. (7-04)</td>
<td>$ 45.67 per LF</td>
<td>$ 6850.50</td>
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<td>QUANTITY</td>
<td>DESCRIPTION</td>
<td>UNIT PRICE</td>
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<tr>
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<tr>
<td>54</td>
<td>55</td>
<td>PVC PIPE (C900), 24&quot; DIAM.</td>
<td>$59.94/Foot</td>
<td>$329.95</td>
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<tr>
<td>55</td>
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<td>CLEANOUT, 12&quot; DIAM.</td>
<td>$99.99/Each</td>
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<tr>
<td>56</td>
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<td>CATCH BASINS SD4.5 AND SD4.6, TYPE 2, 48&quot; DIAM. INCL. PAVEMENT RESTORATION</td>
<td>$340.41/Each</td>
<td>$680.82</td>
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<tr>
<td>57</td>
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<td>CATCH BASINS SD4.2 AND SD4.3, TYPE 2, 54&quot; DIAM.</td>
<td>$304.64/Each</td>
<td>$609.28</td>
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<tr>
<td>58</td>
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<td>CATCH BASIN SD4.4, TYPE 2, 72&quot; DIAM. FLOW SPLITTER</td>
<td>$641.31/Each</td>
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<td>59</td>
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<td>PIPE END DEBRIS RACK, 18&quot; DIAM.</td>
<td>$155.16/Each</td>
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<td>CONNECT TO EXISTING 30&quot; CORRUGATED METAL STORM SEWER</td>
<td>$471.58/Each</td>
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<td>61</td>
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<td>CONNECT TO EXISTING 18&quot; CONCRETE STORM SEWER</td>
<td>$470.93/Each</td>
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<td>62</td>
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<td>CONNECT TO EXISTING 6&quot; PVC PIPE</td>
<td>$228.95/Each</td>
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<td>--------</td>
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<tr>
<td>63</td>
<td>115</td>
<td>CONCRETE WEIR (7-05)</td>
<td>$78.06</td>
<td>$8977.38</td>
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<tr>
<td>64</td>
<td>140</td>
<td>BIOINFILTRATION SOIL (8-02)</td>
<td>$4730</td>
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<td>FILTER MEDIA (8-02)</td>
<td>$88.13</td>
<td>$3525.21</td>
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<td>66</td>
<td>175</td>
<td>DRAIN ROCK (8-02)</td>
<td>$35.34</td>
<td>$6185.25</td>
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<td>67</td>
<td>135</td>
<td>SWALE SEEDING (8-02)</td>
<td>$15.86</td>
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<td>68</td>
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<td>SIDE SLOPE SEEDING (8-02)</td>
<td>$20.74</td>
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<td>69</td>
<td>195</td>
<td>JUTE MAT AND STRAW (6-02)</td>
<td>$3.07</td>
<td>$598.77</td>
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<td>70</td>
<td>2</td>
<td>QUARRY SPALLS (5-15)</td>
<td>$149.43</td>
<td>$299.24</td>
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<tr>
<td>71</td>
<td>125</td>
<td>SPLIT FACE CMU WALL (SEE BID ITEM DESCRIPTION)</td>
<td>$25.00</td>
<td>$3125.00</td>
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</table>

**Summary:**

- **Total Cost:** $8977.38 + $6622.19 + $3525.21 + $6185.25 + $2140.43 + $1244.25 + $598.77 + $299.24 + $3125.00 = **$28,145.27**
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<tr>
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<td>TWO RAIL CEDAR FENCE (SEE BID ITEM DESCRIPTION)</td>
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<td>73</td>
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<td>ROADSIDE RESTORATION (8-02)</td>
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<tr>
<td>74</td>
<td>1</td>
<td>REPAIR EXISTING PUBLIC AND PRIVATE FACILITIES (8-31)</td>
<td>$15,000.00 EST</td>
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Total Schedule B $102,255.80

TOTAL BID: Schedule A and B $467,705.97

467,646,48-
ENVIRONMENTAL PROTECTION AGENCY (EPA) REGION 10
CONTRACT SPECIFICATIONS
December 2011

The EPA Region 10 Contract Specifications pertain to procurement by sealed bids (formally advertised).

The EPA’s Contract Specifications are to be included in the EPA grantee/grant applicant’s “Instructions to the Bidders”.

A copy of the “Instructions to the Bidders” should be provided to the EPA Project Officer.

Reviews and approvals by EPA are for administrative purposes only to determine compliance with Federal laws and regulations. EPA is not a party to the proposed contract. EPA’s reviews and approvals are only to determine Federal grant participation in the proposed contract.

GENERAL. The construction work under this contract is being used as cash match on an Environmental Protection Agency (EPA) Puget Sound Management Assistant Program Grant. Therefore, all applicable Federal, state, and local laws are to be complied with during bidding and construction. The contractor is responsible for its own and its employees’ acts or omissions under the laws and the contract. The contractor and its subcontractor are jointly and equally responsible for the acts or omissions of the subcontractor and its employees.

EPA grantees and subgrantees are responsible for the successful administration and completion of Federally-assisted projects. EPA is not a party to any of the grantee’s and/or subgrantees’ subagreements for the construction of the proposed project. Reviews and approvals by EPA are for administrative purposes only to determine compliance with Federal laws and regulations and to determine the level of Federal participation.

COMPLIANCE WITH STATE & LOCAL LAWS. The construction of the project, including the letting of subcontracts, shall conform to the requirements of state and local laws and ordinances. If such requirements conflict with Federal laws and regulations, Federal laws and regulations shall prevail (e.g., retention of records).

MAINTENANCE OF EXISTING TREATMENT WORKS DURING CONSTRUCTION. Where construction consists of replacement of, or modification to, existing lines, pump stations or treatment facilities, the contractor shall provide for maintaining such works and existing levels of treatment at all times during construction. The work shall be done in accordance with state and local regulations.

ACCESS TO CONSTRUCTION SITE. The contractor shall provide access to all work sites for duly authorized representatives from EPA and the state.

ACCESS TO RECORDS. The contractor shall provide for access for duly authorized representatives from EPA and state to any books, documents, papers, and records of the
contractor which are pertinent to that specific contract for the purpose of conducting audits, examinations, excerpts, and transcriptions.

**RECORDS RETENTION.** The grantee, subgrantees, and prime contractors shall retain all records for three years after final payments or other pending matters (e.g., litigation and audit) are closed, whichever is longer.

**BONDING REQUIREMENTS.** Bidders on contracts less than $100,000 shall be subject to state and local requirements relating to bid guarantees and bonding requirements.

For contracts and subcontracts exceeding $100,000, EPA may accept the bonding policy and requirements of the grantee or subgrantee if EPA made a determination that its interest is adequately protected. If such a determination has not been made, each contractor awarded a construction contract in excess of $100,000 shall meet the minimum requirements as follows:

- Bid Guarantee from each bidder equivalent to five percent of the bid price.
- Performance and Payment Bond on part of the contractor for 100 percent of the contract price.

**AWARDING OF SUBAGREEMENTS.** For sealed bids and where two or more responsible bidders are willing and able to compete effectively, grantees or subgrantees will make awards to the lowest, responsive, responsible bidder whose bid conforms with all the material, terms and conditions of the invitation for bids. In instances where competition by sealed bids is determined inadequate (e.g., only one sealed bid is received), the grantee or subgrantee must obtain EPA approval prior to executing noncompetitive procurement contracts. Otherwise, EPA funding of the project may be withdrawn.

**SETTLEMENT OF PROCUREMENT ISSUES.** Grantees and subgrantees alone will be responsible for the settlement of all contracts and administrative issues arising out of procurement. Grantees and subgrantees will have procedures to handle and resolve procurement issues and shall disclose information regarding such issues to EPA. Such issues include, but are not limited to, source evaluation, bid protests, disputes, and claims.

EPA is not a party to any of the grantee's or subgrantee's subagreements for the construction of the proposed project. EPA's funding of this project does not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Reviews and approvals by EPA are for administrative purposes only to determine compliance with Federal laws and regulations and to determine the level of Federal participation.

EPA will not substitute its judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having jurisdiction. Reviews by EPA will be limited to the violations specified below. All other issues received by EPA will be referred to the grantee or subgrantee.

- Violations of Federal law or regulations or the standards. Violations of State or local law will be under the jurisdiction of state or local authorities; and
- Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest.
**BID PROTESTS.** Grantees and subgrantees will have procedures to resolve bid protest appeals and shall disclose information regarding the protest to EPA and the state. A protestor must exhaust all administrative remedies at the grantee’s and subgrantee’s level before pursuing a protest with EPA.

Only parties with a financial interest which are adversely affected by the grantee’s or subgrantee’s decision on the initial bid protest may file a bid protest appeal with EPA. **EPA will not substitute its judgment for the grantee or subgrantee unless the matter is primarily a Federal concern.** Reviews by EPA will be limited to the violations described under the preceding section entitled “Settlement of Procurement Issues”. Violations of law will be referred to the appropriate local or state authority.

Bid protest appeals must be filed with the Office of Regional Counsel, EPA Region 10, ORC-158, EPA, Region 10, 1200 Sixth Avenue, Seattle, WA 98101. A protest appeal must:

- Be a written complaint regarding the grantee’s or subgrantee’s determination of a bid protest appeal;
- Include a copy of the grantee’s or subgrantee’s determination of the protest, and
- State the basis for the appeal.

The party filing the bid protest appeal must concurrently transmit a copy of all protest documents and any attachments to all other financially interested parties which may be adversely affected by the determination of the protest appeal.

EPA will only consider written protest appeals received by the Office of Regional Counsel (ORC) **within seven (7) calendar days** of the grantee’s decision. However, the adversely affected party can also meet the seven day notice requirements by telegraphing or faxing to ORC within the seven calendar day period its intent to file a protest appeal, provided the adversely affected party submits a complete protest appeal within seven (7) calendar days of the date it sent the telegram or fax. If the seventh day falls on a Saturday, Sunday, or holiday, the next working day shall be the last day to submit a protest appeal.

For any protest appeal based upon alleged improprieties in the solicitation which were clearly apparent before receipt of initial proposals, EPA may dismiss as untimely any such appeals if the grantee or subgrantee does not receive the initial protest before bid opening or the closing date for receipt of proposals.

**COST AND PRICE ANALYSIS.** The grantee and subgrantee must perform a cost or price analysis for all procurement actions to determine the reasonableness of the proposed contract price. A cost analysis is also necessary for contract modifications, and for change orders. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals.

**COMPLIANCE WITH OTHER FEDERAL REGULATIONS.** The grantee and subgrantee are to ensure that their contracts include appropriate provisions in their bid documents to ensure contractors’ compliance with the following:
• Administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide sanctions and penalties.
• Termination for cause or convenience by the grantee and subgrantee including the manner by which it will be effected and the basis for settlement.
• Compliance with Executive Orders and Department of Labor pertaining to Equal Employment Opportunity. (Pertains to all construction contracts in excess of $10,000.)
• Compliance with the Copeland Anti-Kickback Act.
• Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act. (Pertains to construction contracts in excess of $2,000 and in excess of $2,500 for contracts involving employment of mechanics or laborers.)
• Compliance with all applicable standards, orders, or requirements under 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and EPA regulations 40 CFR, Part 15. (Pertains to contracts and subcontracts in excess of $100,000.)

EPA REGULATORY REFERENCES. 40 CFR Part 31. In circumstances where the provisions of Part 31 are ambiguous EPA will generally look for guidance to the language of 40 CFR Part 33 and past requirements and determinations made pursuant to Part 33.

SMALL, MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION REQUIREMENTS AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

POLICY
Consistent with the President's Policy Statement on Minority Business Enterprise dated December 17, 1983, Executive Order 12432 and the Environmental Protection Agency's Procurement Under Assistance Agreements Regulation (40 CFR 33) dated May 28, 2008, all bidders shall be required to comply fully with these bid specifications toward the goal of equitable utilization of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBEs).

Such utilization may be through prime contracting, subcontracting, joint-venture, procurement of supplies, material or equipment, or other business participation utilized in performing this project. In this regard all contractors shall take all necessary and reasonable steps to ensure MBE/WBE/SBEs have the maximum opportunity to compete for and/or perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of EPA assisted projects.
REQUIREMENTS
Bidders must take the following “Good Faith Efforts” in awarding subcontracts for supplies, construction or services and equipment:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The bidder shall complete a Sworn Statement of Compliance (Attachment B) which has been made a part of the proposal.

FAIR SHARE
Fair Share is a reasonable amount of funds commensurate with the total project funding, demographic factors and the availability of minority and women's businesses. A fair share does not constitute an absolute goal, but a commitment on the part of the bidder to attempt to use minority and women's businesses by carrying out the five “Good Faith Efforts” described under 40 CFR 33 Subpart C.

40 CFR 33 Subpart B 33.201. Certification: (a) In order to qualify and participate as an MBE or WBE prime or subcontractor for EPA recipients under EPA’s DBE Program, an entity must be properly certified as required by this subpart.

EPA AND STATE OF WASHINGTON FAIR SHARE MBE AND WBE GOALS
The established goals for MBE and WBE participation are as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>MBE</th>
<th>WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction/Public Works</td>
<td>10%</td>
<td>6%</td>
</tr>
<tr>
<td>Architecture/Engineering</td>
<td>10%</td>
<td>6%</td>
</tr>
<tr>
<td>Purchased Goods</td>
<td>8%</td>
<td>4%</td>
</tr>
<tr>
<td>Purchased Services</td>
<td>10%</td>
<td>4%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>10%</td>
<td>4%</td>
</tr>
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</table>
Additional information may be found at website http://www.epa.gov/osdbu/grants.htm. Questions about the EPA DBE regulations should be directed to:

EPA DBE Coordinator
Greg Luchey
U.S. EPA Region 10 (OMP-145)
1200 6th Ave, Suite 900,
Seattle, WA 98101-3140
Phone (206) 553-2967
luchey.greg@epa.gov
EPA Review of the Apparent Low Bid

1. The EPA grantee / grant applicant (Grantee) shall define what information must be submitted completely and correctly with the sealed bid and what information may be submitted, adjusted, or corrected after bid opening based on state and local requirements.

2. The Grantee shall evaluate the bid packages to identify the lowest responsive, responsible bidder (preferred bidder) and forward the documentation listed below (Submittals 1-9) to the EPA DBE Coordinator and the EPA Project Officer.

3. EPA will then review the apparent low bidder’s good faith efforts and compliance with the Federal Disadvantaged Business Enterprises (DBE) and the Small, Women, and Minority Business Enterprises (MBE/WBE) requirements. EPA’s review for compliance with the Federal DBE requirements is a “responsibility” matter.

4. EPA’s review is normally completed within 3 - 4 weeks. EPA may require that the apparent low bidder demonstrate additional good faith efforts. Failure to demonstrate good faith efforts (i.e., non-compliance with the Federal DBE requirements) will preclude EPA from approving Federal grant participation in the proposed contract.

5. If the Grantee proceeds with award of the low bidder contract prior to receipt of the EPA Project Officer’s approval, the Grantee proceeds at its own risk (e.g., contract costs may not be eligible for grant participation).

**SUBMITTALS**

Grantee to prepare and submit:

(1) **BID TABULATION** Summary of Submitted Bid Forms

(2) **EPLS RESULTS** Firm not suspended or debarred (see grant condition)

Grantee to submit from the apparent low bidder:

(3) **APPARENT LOW BID** Copy of Submitted Bid Form
    Copy of Bid Bond

(4) **APPENDIX A** Small, Women and Minority Business Firms Contacted

(5) **APPENDIX B** Sworn Statement of Compliance with Small, Women and Minority Business Utilization Requirements

(6) **EPA FORM 6100-3** DBE Subcontractor Performance Form

(7) **EPA FORM 6100-4** DBE Subcontractor Utilization Form

(8) **APPENDIX C** Contractor’s Compliance Statement (Executive Order #11246)

(9) **APPENDIX D** Certification of Non-Segregated Facilities

Copies of items (4) through (9) follow this page.
APPENDIX A

SMALL, WOMEN, AND MINORITY BUSINESS ENTERPRISES CONTACTED

Project: Continued Drainage Improvement

Name of Bidder: [Handwritten text]

(Complete for each DBE firm contacted)

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address</th>
<th>Phone</th>
<th>Description of Work Element or Supplies Requested</th>
<th>Date and Time contacted</th>
<th>Amount to be Contracted</th>
<th>Reason not selected</th>
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</thead>
<tbody>
<tr>
<td>F M Flaggery</td>
<td>4760 Cobbie Way, Fremont, WY 820</td>
<td>307-3 19-879</td>
<td>Traffic control</td>
<td>5-17-13 10:30 AM</td>
<td>$4,333.00 OR</td>
<td></td>
</tr>
<tr>
<td>Custom Concrete Contracting Inc.</td>
<td>2215 Midway Lane, Suite 203, Bellevue, NE</td>
<td>306-676-1665</td>
<td>Concrete, C-Mid Wall</td>
<td>5-17-13 10:50 AM</td>
<td>$5,240.00 OR</td>
<td>Decided not to bid 4/14</td>
</tr>
<tr>
<td>Garrison Leeks Landscaping Inc</td>
<td>PO Box 1511, Kent WA 98035-1511</td>
<td></td>
<td>Landscaping related</td>
<td>5-17-13 11:15 AM</td>
<td>$</td>
<td>No Response</td>
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</tbody>
</table>

Check all that apply:

- MBE
- SBE
- WBE
- Joint Venture ___%
- Other
- Subcontractor
- Supplier
- Manufacturer

Use as many pages as necessary
U.S. Environmental Protection Agency

APPENDIX B

SWORN STATEMENT OF COMPLIANCE WITH SMALL WOMEN AND MINORITY BUSINESS UTILIZATION REQUIREMENTS

To be eligible for award of this contract, each bidder must execute, and submit, as part of their proposal, and together with their bid, the following certification relating to SBE/WBE/MBE participation. The certification below shall be deemed a part of the resulting contract.

The bidder has taken the following “Good Faith Efforts” in awarding subcontracts:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

[Signature] 5/21/13
Date

Leonard M. Honcoop / President
Name and title of signer (please type)

lencho@choncoop.com
Email address
## Disadvantaged Business Enterprise Program

**DBE Subcontractor Performance Form**

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<th>PROJECT NAME</th>
<th>PROJECT NUMBER</th>
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<tbody>
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<td>6th Ave &amp; Drainage Improvement</td>
<td>Bid No. 13-30</td>
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<table>
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<tr>
<th>ADDRESS</th>
<th>BID/PROPOSAL NO.</th>
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<tr>
<td>4746 Coldway Pendleton</td>
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<table>
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<tr>
<th>TELEPHONE NO.</th>
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<tr>
<td>360-319-8878</td>
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<table>
<thead>
<tr>
<th>PRIME CONTRACTOR NAME</th>
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<tbody>
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<td>LentHoonCoop Gravel, Inc.</td>
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<table>
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<th>CONTRACT ITEM NO.</th>
<th>ITEM OF WORK OR DESCRIPTION OF SERVICES</th>
<th>PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR</th>
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</tbody>
</table>

Currently certified as an MBE or WBE under EPA’s DBE Program? **X** Yes **No**

**Signature of Prime Contractor**

Leonard M. Hancoop

**Signature of Subcontractor**

Marie Pinkbonner

**Date**

5/21/13

**Title**

President

Owner

Subcontractor is defined as a company, firm, person, partner, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)
## Disadvantaged Business Enterprise Program

**DBE Subcontractor Utilization Form**

<table>
<thead>
<tr>
<th>BID/PROPOSAL NO.</th>
<th>PROJECT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID No. 13-30</td>
<td>Cottonwood Drainage Improvement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF PRIME BIDDER/PROPOSER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leonard Hogan, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>8911 Guide Meridian, Linder, WA 98264</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TELEPHONE NO.</th>
<th>FAX NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>360-354-4763</td>
<td>360-354-011</td>
</tr>
</tbody>
</table>

### The following subcontractors* will be used on this project:

<table>
<thead>
<tr>
<th>COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS</th>
<th>TYPE OF WORK TO BE PERFORMED</th>
<th>ESTIMATED DOLLAR AMOUNT</th>
<th>CURRENTLY CERTIFIED AS AN MBE OR WBE?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hinklenee Paving Company, Inc. 4700 N. College Blvd, Kent, WA 98032</td>
<td>Temp. Traffic Control</td>
<td>$18,333.00</td>
<td>YES</td>
</tr>
<tr>
<td>Lompoc Pavement &amp; Stopping Co., 20200 Lompoc St., Linder, WA 98264</td>
<td>Striping</td>
<td>$22,625.00</td>
<td>NO</td>
</tr>
<tr>
<td>S.R. Tolbert, 2250 Grand Valley Dr., Kent, WA 98032</td>
<td>Asphalt Paving</td>
<td>$12,825.00</td>
<td>NO</td>
</tr>
<tr>
<td>Townsend Road Surfacing 3800 E. Rye Rd., Kent, WA 98032</td>
<td>Road Surfacing</td>
<td>$10,480.00</td>
<td>NO</td>
</tr>
</tbody>
</table>

I certify under penalty of perjury that the foregoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature Of Prime Contractor: ____________________________
Date: 5/21/13

Print Name: Leonard Hogan
Title: President

---

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6106-4 (DBE Subcontractor Utilization Form)
U.S. Environmental Protection Agency

APPENDIX C

CONTRACTOR'S COMPLIANCE STATEMENT
(EXECUTIVE ORDER #11246)

Date 5/21/13

This statement relates to a proposed contract with ________________

[Name of grantee]

who expects to finance the contract with assistance from the Environmental Protection Agency. I am the undersigned bidder or prospective contractor. I represent that:

I have ☑ I have not ___ participated in a previous contract or subcontract subject to Executive Order 11246 of September 24, 1965 (regarding equal employment opportunity) or a preceding similar Executive Order. I agree to comply with all the provisions of this Executive Order and the rules, regulations and relevant orders of the Secretary of Labor. (60-1.4(b)(4))

[Signature] 5/21/13

[Date]

[Name and title of signer (please type)]
CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

[Signature]

[Date]

[Name and title of signer (please type)]
OTHER FORMS AND ACTIONS NOT REQUIRED BEFORE AWARD OF CONTRACT

To ensure the work performed under the contract remains eligible for EPA grant participation, after the contract is awarded and executed the successful bidder shall take action on the following documents. A summary of action required by the documents is provided for reference only. Refer to the actual documents for all requirements that must be fulfilled.

EPA FORM 6100-2 DBE Subcontractor Participation Form
(Provide form to all DBE subcontractors)

APPENDIX E Notice to Labor Unions or Other Organization of Workers
Non-Discrimination in Employment
(Complete the form and post as instructed.)

APPENDIX F Standard Form 100 (EEO-1)
(Submit the form, as required, to the listed address unless a report has been filed within 12 months preceding the contract award date. The EEO-1 report shall be submitted annually during the life of the project.)

APPENDIX G Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
(Comply with Executive Order 11246)

APPENDIX H Equal Opportunity Clause
(Include the EEO clause in the construction contract and subcontracts and comply with requirements.)

APPENDIX I Affirmative Action Program
(Comply with affirmative action requirements if the contractor has 50 or more employees and has a contract of $50,000 or more.)
### Disadvantaged Business Enterprise Program
**DBE Subcontractor Participation Form**

<table>
<thead>
<tr>
<th>NAME OF SUBCONTRACTOR</th>
<th>PROJECT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td>CONTRACT NO.</td>
</tr>
<tr>
<td>TELEPHONE NO.</td>
<td>E-MAIL ADDRESS</td>
</tr>
</tbody>
</table>

**PRIME CONTRACTOR NAME**

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR</th>
<th>AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subcontractor Signature  Title/Date

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)
APPENDIX E
NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKERS
NON-DISCRIMINATION IN EMPLOYMENT

TO: ____________________________________________
(name of union or organization of worker)

The undersigned currently holds contract(s) with ________________________
(name of applicant)
________________________ involving funds or credit of the U.S. Government or (a)
subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in
accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the
undersigned is obliged not to discriminate against any employee or applicant for employment
because of race, color, creed, or national origin. This obligation not to discriminate in
employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADE, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR
TERMINATION

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s)
and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to
employees or applicants for employment.

________________________________________
(contractor or subcontractor(s))

(Date)
# Standard Form 100

## EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

---

### Section A – TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

   (1) ☐ Single-establishment Employer Report
   
   (2) ☐ Consolidated Report
   
   (3) ☐ Headquarters Unit Report
   
   (4) ☐ Individual Establishment Report (submit one for each establishment with 15 or more employees)
   
   (5) ☐ Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only)

---

### Section B – COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

   a. Name of parent company (owns or controls establishment in Item 2) omit if same as label

   Name of receiving office

   Address (Number and street)

   City of town

   County

   State

   ZIP code

   b. Employer Identification No.

2. Establishment for which this report is filed (Omit if same as label)

   a. Name of establishment

   Address (Number and street)

   City of town

   County

   State

   ZIP code

   b. Employer Identification No.

   (If same as label, skip.)

   (Multi-establishment Employers Answer on Consolidated Report only)

3. Parent company affiliation

   a. Name of parent-affiliated company

   Address (Number and street)

   City of town

   County

   State

   ZIP code

   b. Employer Identification No.

---

### Section C – EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

☐ Yes ☐ No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

☐ Yes ☐ No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

☐ Yes ☐ No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.3. AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to $500,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is issuing and paying agent for U.S. Savings Bonds and Savings Notes?

NOTE: If the answer is yes to ANY of these questions, complete the entire form, otherwise skip to Section G.
SECTION D – EMPLOYMENT DATA

Employment at this establishment—Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>NUMBER OF EMPLOYEES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MALE</td>
</tr>
<tr>
<td></td>
<td>OVERALL TOTALS</td>
</tr>
<tr>
<td></td>
<td>(SUM OF COL B THRU K)</td>
</tr>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>Officials and Managers</td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
</tr>
<tr>
<td>Office and Clerical</td>
<td></td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi-Skilled)</td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

Total employment reported in previous EEO-1 report

(Trainees below should also be included in the figures for the appropriate occupational categories above)

1. NOTE: On consolidated report, skip questions 2-5 and Section E
2. How was information as to race or ethnic group in Section D obtained?
   1. Visual Survey
   2. Employment Record
   3. Other—Specify
3. Dates of payroll period used -
4. Pay period of last report submitted for this establishment
5. Does this establishment employ apprentices?
   This year? 1 □ Yes 2 □ No
   Last year? 1 □ Yes 2 □ No

Section E – ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year? 1 □ Yes 2 □ No 3 □ Did not report
2. Is the major business activity at this establishment the same as that reported last year? 1 □ Yes 2 □ No 3 □ No report
3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.

Section F – REMARKS

Use this item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units and other pertinent information.

Section G – CERTIFICATION (See Instructions G)

Check one
1 □ All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
2 □ This report is accurate and was prepared in accordance with the instructions

Name of Certifying Official
Title
Signature
Date

212
<table>
<thead>
<tr>
<th>Name of person to contact regarding this report (Type or print)</th>
<th>Address (Number and street)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>City and State</td>
</tr>
</tbody>
</table>

All reports and information obtained from individual reports will be kept confidential as required by Section 709 (a) of Title VII.
APPENDIX G

(EXECUTIVE ORDER 11246)

REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY

41 CFR 60.4.2(a)


2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade can be obtained from the Department of Labor, Office of Federal Contract Compliance Programs.

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specification affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a). And its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The prime contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, and Director of the Office of Small & Disadvantaged Businesses, EPA, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the following:

1. Name of contractor.
2. Address.
3. Telephone number.
4. Employer identification number.
5. Estimated dollar amount of subcontract.
6. Estimated starting and completion dates.
7. Geographical area in which the contract is to be performed; i.e., city, county, state, etc.
8. Copy of the tabulations of bids or offerors and the name of each offeror or bidder.
Send information to:

Director
Office of Federal Contract Compliance Programs
Department of Labor
200 Constitutional Avenue
Washington, DC 20210

Director
Office of Small & Disadvantaged Businesses
Crystal Mall 2
1921 Jefferson-Davis Hwy.
Room 118
Arlington, VA 20460

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations where the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by
specific review of the policy with all management personnel and with all minority and
female employees at least once a year; and by posting company EEO policy on bulletin
boards accessible to all employees at each location where construction work is performed.
g. Review, at least annually, the company's EEO policy and affirmative actions
obligations under these specifications with all employees having any responsibility for
hiring, assignment, layoff, termination or other employment decisions including specific
review of these items with on-site supervisory personnel such as Superintendents,
General Foremen, etc.; prior to the initiation of construction work at any job site. A
written record shall be made and maintained identifying the time and place of these
meeting, persons attending, subject matter discussed, and disposition of the subject
matter.
h. Disseminate the Contractor's EEO policy externally by including it in any advertising
in the news media, specifically including minority and female news media, and providing
written notification to the discussing the Contractor's EEO policy with other Contractors
and Subcontractors with whom the Contractor does or anticipates doing business.
i. Direct its recruitment efforts, both oral and written, to minority, female and
community organizations, to schools with minority and female students and to minority
and female recruitment and training organizations serving the Contractors recruitment
area and employment needs. Not later than one month prior to the date for the acceptance
of applications for apprenticeship or other training by any recruitment sources, the
Contractor shall send written notification to organizations such as the above, describing
the openings, screening procedures, and tests to be used in the selection process.
j. Encourage present minority and female employees to recruit other minority persons
and women and, where reasonable, provide after school, summer and vacation
employment to minority and female youth both on the site and in other areas of a
Contractor's work force.
k. Validate all tests and other selection requirements where there is an obligation to do
so under 41 CFR Part 60-3.
l. Conduct, at least annually, an inventory and evaluation at least of all minority and
female personnel for promotional opportunities and encourage these employees to seek or
to prepare for, through appropriate training, etc., such opportunities.
m. Ensure that seniority practices, job classifications, work assignment and other
personnel practices, do not have a discriminatory effect by continually monitoring all
personnel and employment related activities to ensure that the EEO policy and the
Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that in
separate or single-user toilet and necessary changing facilities shall be provided to assure
privacy between sexes.
o. Document and maintain a record of all solicitations of offers for subcontracts from
minority and female construction contractors and suppliers, including circulation of
solicitations to minority and female contractor associations and other business
associations.
p. Conduct a review, at least annually, of all supervisors' adherence to and performance
under the Contractor's EEO policies and affirmative action obligations.
APPENDIX H

EQUAL OPPORTUNITY CLAUSE

41CFR 60-1.4(b) Federally Assisted Construction Contracts (Prime Contractors & Subcontractors)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(6) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) and (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States or enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency’s primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
APPENDIX I

AFFIRMATIVE ACTION PROGRAM

(a) Each non-construction prime contractor and subcontractor who has 50 or more employees and has a government contract of $50,000 or more must develop a written affirmative action compliance program for each of its establishments. A necessary prerequisite to the development of a satisfactory affirmative action program is the identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities for utilization of minority group personnel. The contractor's program shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and time tables for the prompt achievement of full and equal employment opportunity. Each contractor shall include in its affirmative action compliance program a table of job classifications. This table should include but need not be limited to job titles, principal duties (and auxiliary duties, if any), rates of pay, and where more than one rate of any applied (because of length of time in the job or other factors), the applicable rates. The affirmative action compliance program shall be signed by an executive official of the contractor.

(b) Utilization evaluation. The evaluation of utilization of minority group personnel shall include the following:

1. An analysis of minority group representation in all job categories.
2. An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.
3. An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

(c) Maintenance of programs. Within 120 days from the commencement of the contract, each contractor shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time. This information shall be made available to representatives of the Director upon request and the contractor's affirmative action program and the result it produces shall be evaluated as part of compliance review activities.
which authorizes the Coast Guard in
complying with the National
Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321-4370f), and
have concluded that there are no impacts to this rule that would limit the use of a
categorical exclusion under section
332.2 of the Instruction. Therefore, this
rule is categorically excluded, under
figure 2-1, paragraph (24)(g), of the
Instruction, from further environmental
documentation. Under figure 2-1,
paragraph (24)(g) of the Instruction, an
"Environmental Analysis Checklist" and a "Categorical Exclusion
Determination" are not required for this
rule because it concerns an emergency
situation of less than 1 week in
duration.

List of Subjects in 22 CFR Part 165

Harbors, Marine safety, Navigation (saves), Reporting and recordkeeping
requirements, Security measures, and Waterways.

For the reasons described in the
preamble, the Coast Guard amends 33
CFR part 165 as follows:

PART 165 - REGULATED NAVIGATION
AREAS AND LIMITED ACCESS AREAS

§ 165.011. Safety Zone: Longwood
Fireworks Website Display, Boston
Harbor, Boston, MA.

(a) Location. The following area is a
safety zone:

All waters of Boston Harbor, from
shore to bottom, within a four
hundred (400) yard radius of the
fireworks launch site located in Boston
Harbor at approximate position
42°21'57.0" N, 71°07'32.6" W.

(b) Effective Date. This rule is
effective noon 1200 UTC through
datum 0000 UTC on March 23, 2006.

(c) Definitions. (1) Designated
representative means a Coast Guard
Patrol Commander, including a Coast
Guard Coxswain, petty officer, or other
officer operating a Coast Guard vessel or
a Federal, State, or local officer
designated by or assisting the Captain of
the Port (COTP).

(2) Reserved.

(d) Regulations. (1) In accordance
with the general regulations in section
165.22 of this part, entry into or
movement within this zone by any
person or vessel is prohibited unless
authorized by the Captain of the Port
(COTP), Boston or the COTP's
designated representative.

(2) The safety zone is closed to all
vessel traffic, except as may be
permitted by the COTP or the COTP's
designated representative.

(3) Vessel operators desiring to enter
or operate within the safety zone must
contact the COTP or the COTP's
designated representative to obtain
permission by calling the Sector Boston
Command Center at 817-223-5701.

(e) Enforcement. This rule is
enforced by the COTP Boston.

(f) For further information contact:
Kimberly Poston, Attorney Advisor,
Office of the Administrator, Office of
Small and Disadvantaged Business
Utilization (OSDBU) by phone at
(202) 560-2065, by e-mail at
patrick.kimberly.poston@epa.gov, or by
fax at (202) 560-2061.
Subpart C—Post-Award Requirements

Financial Administration

31.20 Standards for financial management systems.
31.21 Payment.
31.22 Allowable costs.
31.23 Period of availability of funds.
31.24 Matching or cost-sharing.
31.25 Program income.
31.26 Non-Federal audit.

Changes, Property, and Subawards

31.30 Changes.
31.31 Real property.
31.32 Equipment.
31.33 Supplies.
31.34 Copyrights.
31.36 Subawards to deobligated and suspended parties.
31.37 Subgrants.
31.38 Indian Self-Determination Act.

Reports, Records, Retention, and Enforcement

31.40 Monitoring and reporting program performance.
31.41 Financial reporting.
31.42 Retention and access requirements for records.
31.43 Enforcement.
31.44 Termination for convenience.
31.45 Quality assurance.

Subpart D—Alter-the-Grant Requirements

31.50 Closeout.
31.51 Late disallowances and adjustments.
31.52 Collection of amounts due.

Subpart E—Enforcement [Reserved]

Subpart F—Disputes

31.70 Disputes.

Appendix A to Part 31—Audit Requirements for State and Local Government Recipients


SOURCE: 53 FR 1073, 1387, Mar. 11, 1988, unless otherwise noted.

Subpart A—General

§ 31.1 Purpose and scope of this part.

This part establishes uniform administrative rules for Federal grants and cooperative agreements and subawards...
NON-COLLUSION DECLARATION

COTTONWOOD DRAINAGE IMPROVEMENTS

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:
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.
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: Len Hancock Gravel Inc.
Address: 8911 Guide Meridian
Lynden, WA 98264
Telephone: 360-354-1763

Contractor's WA Registration Number: LENH06I12809
Contractor's WA UBI Number: (60) 173-230
Contractor's WA Employment Security Department Number: 39642500
Contractor's WA Excise Tax Registration Number: 600-173-230

The Firm submitting this proposal is a:

---
Sole Proprietorship
Partnership
Corporation

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

Leonard M. Hancock President

---

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.
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.

CASHIER’S CHECK ☐ IN THE AMOUNT OF ____________________________

CASH ☐ ____________________________ DOLLARS

CERTIFIED CHECK ☐ ($ ____________) PAYABLE TO WHATCOM COUNTY

SURETY BOND ☐ IN THE AMOUNT OF 5% OF THE BID.

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

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED) ____________________________

Leonard M. Hancock (Seal)

FIRM NAME: Len Hancock & Co., Inc.

STATE OF WASHINGTON )

) ss.

COUNTY OF WHATCOM )

On this 21st day of May 2013, before me personally appeared

Leonard M. Hancock to me personally known to be the person described in

and who executed the instrument and who acknowledged to me the act of signing thereof

NOTARY PUBLIC, in and for the

State of Washington, residing at: Everett, WA

My Commission Expires: 1/30/14

This proposal is non-transferable and any alteration of the firm’s name entered hereon without prior permission from Whatcom County will be cause for considering the proposal irregular and for subsequent rejection of the bid.
SIMILAR PROJECT'S REFERENCE FORM

The name of the Agency or Client for which the project was performed, including the address, phone number the name of the project manager:

Project Name: Silver Beach Creek Improvements, West Tributary
Agency or Client: Whatcom County Public Works
Project Manager's Name: Kirk Christensen
Address: 322 N. Commercial St., Suite 301, Bellingham, WA 98225
Phone Number: 360-715-7450

Project Name: Birch Bay Watershed Drainage Improvements, Charel Terrace
Agency or Client: Whatcom County Public Works
Project Manager's Name: Kraig Olson
Address: 322 N. Commercial St., Suite 301, Bellingham, WA 98225
Phone Number: 360-715-7450

Project Name: Lahti Jr. Stormwater Improvements
Agency or Client: Whatcom County
Project Manager's Name: Kirk Christensen
Address: 322 N. Commercial St., Suite 301, Bellingham, WA 98225
Phone Number: 360-715-7450
## WHATCOM COUNTY COUNCIL AGENDA BILL

**NO. 2012-422B**

<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>Orig:</td>
<td>ME</td>
<td>5/21/13</td>
<td>5/21/13</td>
<td>6/18/13</td>
<td>Finance and Council</td>
</tr>
</tbody>
</table>

**Division Head:**

**Dept. Head:**

**Prosecutor:**

**Purchasing/Budget:**

**Executive:**

**TITLE OF DOCUMENT:** Amendment No. 2 to Whatcom County Contract No. 201212020 (Contract Between Whatcom County and Van Ness Feldman GordonDerr, Attorneys at Law)

**ATTACHMENTS:** Amendment #2

**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.)

This is an amendment to Whatcom County Contract No. 201212020, the contract for legal representation by Van Ness Feldman GordonDerr, Attorneys at Law, to increase the maximum consideration by $40,000.00, for a total contract amount not to exceed $90,000.00.

**COMMITTEE ACTION:**

6/18/13:

**COUNCIL ACTION:**

6/18/13:

**Related County Contract #:**

201212020

**Related File Numbers:**

AB2012-422 and 422A

**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).

226
<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>

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes</th>
<th>No</th>
<th>X</th>
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<tbody>
<tr>
<td>number(s):</td>
<td>201212020</td>
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<table>
<thead>
<tr>
<th>Is this a grant agreement?</th>
<th>Yes</th>
<th>No</th>
<th>X</th>
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</thead>
<tbody>
<tr>
<td>If yes, grantor number(s):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFDA number:</td>
<td></td>
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<tr>
<th>Is this contract grant funded?</th>
<th>Yes</th>
<th>No</th>
<th>X</th>
</tr>
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<tbody>
<tr>
<td>If yes, associated Whatcom County grant number(s):</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Yes</th>
<th>No</th>
<th>X</th>
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</thead>
<tbody>
<tr>
<td>If yes, RFP and Bid number(s):</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Cost Center:</td>
<td></td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this contract excluded from E-Verify?</th>
<th>Yes</th>
<th>X</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, indicate qualified exclusion(s) below:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_ _ Contract less than $100,000.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>_ _ Work is for less than 120 days</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_ _ Interlocal Agreement (between Govt.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X _ Professional services agreement for certified/licensed professional</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_ _ Contract for Commercial off the shelf items (COTS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_ _ Public Works Dept. - Local Agency/Federally Funded FHWA</td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Amount: (sum of orig contract amount and any prior amendments)</th>
<th>$ 50,000.00</th>
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</thead>
<tbody>
<tr>
<td>This Amendment Amount:</td>
<td>$ 40,000.00</td>
</tr>
<tr>
<td>Tctal Amended Amount:</td>
<td>$ 90,000.00</td>
</tr>
</tbody>
</table>

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

| Scope of Services: [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 the appeals of Growth Management hearings Boards case no. 11-2-0016c. |

| Term of Contract: One Year | Expiration Date: 12/14/13 |

<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: KNF</td>
<td>Date 5/16/13 [electronic]</td>
</tr>
<tr>
<td>2. Attorney reviewed: KNF</td>
<td>Date 5/16/13 [electronic]</td>
</tr>
<tr>
<td>3. AS Finance reviewed: mdc</td>
<td>Date 5/21/13 [electronic]</td>
</tr>
<tr>
<td>4. IT reviewed if IT related:</td>
<td>Date [electronic] hard copy printed</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td>Date [electronic] summary via electronic; hardcopies)</td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>Date</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td>Date</td>
</tr>
<tr>
<td>8. Submitted to Exec Office</td>
<td>Date</td>
</tr>
<tr>
<td>9. Council approved (if necessary)</td>
<td>Date</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td>Date</td>
</tr>
<tr>
<td>11. Contractor Original Returned to dept;</td>
<td>Date</td>
</tr>
<tr>
<td>12. County Original to Council</td>
<td>Date</td>
</tr>
<tr>
<td>more than one</td>
<td>this form may need to expand to one page</td>
</tr>
</tbody>
</table>
Amendment No. 2
Whatcom County Contract No. 201212020
CONTRACT BETWEEN WHATCOM COUNTY AND
Van Ness Feldman GordonDerr, Attorneys at Law

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:

This amendment amends the Compensation, Exhibit B as follows:

The maximum consideration for this agreement shall be increased by $40,000.00, for a total contract amount not to exceed $90,000.00.

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

This Amendment takes effect: June 18, 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 23rd day of May, 2013.

CONTRACTOR:

[Signature]
Jay Derr, Attorney at Law

STATE OF WASHINGTON  ss.
COUNTY OF WHATCOM

On this 23 day of May, 2013, before me personally appeared [Signature] 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.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at [Address], My commission expires 3-13-15
WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney 5/21/13

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:

CONTRACTOR

Van Ness Feldman GordonDerr, 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
TITLE OF DOCUMENT: Amendment #1- Whatcom County Contract No. 201109006 Contract Between Whatcom County and Opportunity Council Inc.

ATTACHMENTS: Amendment #1

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 Amendment #1 to allow the Opportunity Council to apply lease, rent and user fees from the operation of the East Whatcom Regional Resource Center to the purchase of needed equipment, materials and programming at the center.

COMMITTEE ACTION:  

COUNCIL ACTION:

Related County Contract #: 201109006

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 two (2) originals of a lease amendment between Whatcom County and the Opportunity Council Inc. for your review and signature.

**Background and Purpose**

In 2011, the County entered into a lease agreement with the Opportunity Council to operate the East Whatcom Regional Resource Center. Under the terms of the current agreement, rentals fees from third parties are applied to the operational expenses of the facility.

The Opportunity Council proposes changing the lease agreement allowing the agency to retain the balance of lease payments and rent revenues not utilized for operation and maintenance expenses at the East Whatcom Regional Resource Center and to deposited them in a facility reserve fund which will be used to purchase equipment and provide additional services at the center.

The East Whatcom Regional Resource Center continues to see increased use and at the same time the use is limited due to lack of kitchen equipment, conferencing equipment such as projectors, tables and chairs. The East Whatcom Community Council is undertaking fundraising efforts but at this time has very limited funds. Opportunity Council has committed over $40,000 in 2013 to staff the resource center. The flexibility in the use of lease, rent and user fees would help maximize the Opportunity Council's investment and help them attract more users increasing revenues.

The proposed change incentivizes the leasing and renting of space and keeping operation and maintenance costs low. The change in lease structure and potential retention of lease, rent and user fees would make funds available to help outfit the resource center with the equipment necessary to attract additional users and build capacity at the center including delivery of services.

**Funding Amount and Source**

This amendment would not change the current not to exceed annual budget of $98,700.
- **Differences from Previous Contract**

The amendment would allow rental fees collected by the Opportunity Council to be used to purchase equipment and programming services for the East Whatcom Regional Resource Center. Currently these fees are applied towards the operational and maintenance costs of the facility. Under the amendment, as long as the budget is not exceeded these fees would be applied towards other costs for needed equipment and services at the center.

Please contact Michael McFarlane at extension 32072, 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>Parks &amp; Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Michael McFarlane</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Opportunity Council Inc.</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes __ No X ___ Is not this an Amendment or Renewal to an Existing Contract? Yes X 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 ___ No ____ If yes, RFP and Bid number(s) ____________________________ Contract Cost Center: ____________________________

Is this contract excluded from E-Verify? No ___ Yes ___ If no, include Attachment D Contractor Declaration Form

If yes, indicate qualified exclusion(s) below:
__ Contract less than $100,000.
__ Work is for less than 120 days
__ Interlocal Agreement (between Govt.)

Contract Amount: (sum of orig contract amount and any prior amendments) $ 98,700.00 annually

This Amendment Amount: $ N/A

Total Amended Amount: $ N/A

Scope of Services:
Opportunity Council proposes changing the lease agreement allowing the agency to retain the balance of lease payments and rent revenues not utilized to operate and maintain the East Whatcom Regional Resource Center.

The East Whatcom Regional Resource Center continues to see increased use and at the same time the use is limited due to lack of kitchen equipment, conferencing equipment such as projectors, tables and chairs. The East Whatcom Community Council is undertaking fundraising efforts but at this time has very limited funds. Opportunity Council has committed over $40,000 in 2013 to staff the resource center. The flexibility in the use of lease, rent and user fees would help maximize the Opportunity Council's investment and help them attract more users increasing revenue.

The proposed change incentivizes the leasing and renting of space and keeping operation and maintenance costs low. The change in lease structure and potential retention of lease, rent and user fees could make funds available to help outfit the resource center with the equipment necessary to attract additional users and build capacity at the center including delivery of services.

Term of Contract: 5 years Expiration Date: 9/30/16
**Contract Routing Steps & Signoff:**

<table>
<thead>
<tr>
<th>Step</th>
<th>Activity</th>
<th>Date</th>
<th>Method</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Prepared by: MGM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Attorney reviewed: KAF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>AS Finance reviewed: @benh#</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>IT reviewed if IT related</td>
<td></td>
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</tr>
<tr>
<td>5.</td>
<td>Corrections made:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Attorney signoff: KAF</td>
<td></td>
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<tr>
<td>7.</td>
<td>Contractor signed:</td>
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<tr>
<td>8.</td>
<td>Submitted to Exec Office</td>
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<tr>
<td>9.</td>
<td>Council approved (if necessary)</td>
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<tr>
<td>10.</td>
<td>Executive signed:</td>
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<tr>
<td>11.</td>
<td>Contractor Original Returned to dept:</td>
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<tr>
<td>12.</td>
<td>County Original to Council</td>
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<td>Date______________________</td>
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</table>

[This form may need to expand to more than one page]
Amendment No. 1
Whatcom County Contract No. 201109006
CONTRACT BETWEEN WHATCOM COUNTY AND
OPPORTUNITY COUNCIL INC.

THIS AMENDMENT is to the Contract between Whatcom County and the Opportunity Council Inc. dated October 1st, 2011 and designated "Whatcom County Contract No. 201109006". In consideration of the mutual benefits to be derived, the parties agree to the following:

This amendment modifies paragraphs 2.3, 2.4, 2.5 and adds paragraphs 2.6 and 2.7 of the current lease agreement pertaining to the application of rental fees as identified in Exhibit "A".

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

This Amendment takes effect: 1/1/13, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and the Opportunity Council Inc. have executed this Amendment on the date and year below written.

DATED this 13 day of May, 2013.

CONTRACTOR:

[Signature]

NAME, TITLE

STATE OF WASHINGTON } ss.
COUNTY OF WHATCOM

On this 13 day of May, 2013, before me personally appeared [Name] to me known to be the [Title] of the [Company] and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

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

My commission expires 9/6/2014.
WHATCOM COUNTY:

Approved as to form:

[Signature] 5/20/13
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:

OPPORTUNITY COUNCIL INC.
1111 Cornwall Avenue, Suite C
Bellingham WA  98225

David W. Finet, Executive Director
PHONE: (360) 734-5121
FAX:  (360) 671-0541
EXHIBIT “A”

2.3 **Rent**: The Lessee will pay a monthly rental rate for the Headstart classrooms and other agency programming. All lease rent payments and facility use fees will be applied towards operation and maintenance costs reducing the budget to no more than $98,700 annually.

<table>
<thead>
<tr>
<th>Year</th>
<th>Rent</th>
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<tbody>
<tr>
<td>2011</td>
<td>$15,000/year</td>
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<tr>
<td>2012</td>
<td>$15,000/year</td>
</tr>
<tr>
<td>2013</td>
<td>To be determined following review of costs by Lessor and Lessee</td>
</tr>
<tr>
<td>2014</td>
<td>To be determined following review of costs by Lessor and Lessee</td>
</tr>
<tr>
<td>2015</td>
<td>To be determined following review of costs by Lessor and Lessee</td>
</tr>
</tbody>
</table>

2.4 **Sub-Lease**: Lessee may sublet any portion of the leased facility, subject to the terms of this agreement, to an organization that is aligned with the mission of Whatcom County and is established to serve the needs of the community. The Opportunity Council will notify Lessee within 30 days of all new, renewed, and terminated sub-lease agreements. Scheduled rent will reduce the maintenance and operation financial support provided by Lessor by the same amount.

**Change to:**

2.3 **Rent**: The Lessee will contribute $1,250 per month rent for Head Start classrooms and other agency programming into the Facility Reserve Fund identified in section 2.6 below.

2.4 **Sub-Lease**: Lessee may sublet any portion of the leased facility, subject to the terms of this agreement, to an organization that is aligned with the mission of Whatcom County and is established to serve the needs of the community. The Opportunity Council will notify lessee within 30 days of all new, renewed, and terminated sub lease agreements

2.5 **Facility Use Fees**: The Lessee will coordinate the short-term use of the facility and collection of related fees based on the existing fee schedule.

2.6 **Facility Reserve Fund**: The Lessee will maintain a Facility Reserve Fund. The Lessee will report monthly deposits, outlay and the balance of the fund. Rents paid pursuant to section 2.3 will be deposited to the fund. All rent from subleases as provided in section 2.4 and all user fees as provided in section 2.5 will be deposited into the fund. The fund may be used for the following costs.

1) Operation and maintenance expenses to the extent these expenses exceed the annual budget of $98,000.

2) Purchase of goods and materials to furnish the facility, equip the kitchen, and improve access to technology.

3) To provide services at the facility.

No expenditures shall be made from the fund for items 2 and 3 unless the Lessee is reasonably certain there is an adequate balance in the fund to cover any expenses pursuant to item 1.

Any furnishings or equipment purchased with the Facility Reserve Fund shall be for the exclusive use and benefit of the East Whatcom Regional Resource Center and related activities.

At termination of the lease the Lessee shall remit any unexpended balance of the Facility Reserve Fund to the Lessor.

2.7 **Condition of Premises**: (Renumbered only. All conditions remain the same as original 2.5)
WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tbody>
<tr>
<td>Originator:</td>
<td>pj</td>
<td>5/2/13</td>
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<tr>
<td>Division Head:</td>
<td>ABD</td>
<td>6/25/13</td>
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<td>Dept. Head:</td>
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<td>5/21/13</td>
<td></td>
<td></td>
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<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td>c/11/1/13</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TITLE OF DOCUMENT: Contract between Whatcom County and Cascade Vocational Services

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

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible adults with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in community settings. Community Access Services are designed to assist individuals to participate in activities, events, and organizations in the community in ways similar to other adults of retirement age without disabilities. Through this program in 2012 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $741,899.00

COMMITTEE ACTION: 

COUNCIL ACTION: 

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

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Cascade Vocational Services, New Contract for Services to Individuals with Developmental Disabilities
DATE: May 30, 2013

Enclosed are two (2) originals of contract between Whatcom County and Cascade Vocational Services for your review and signature.

• **Background and Purpose**

The purpose of this contract is to provide "Pathways to Employment" and "Community Access" services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase independence and inclusion in the community. In 2012 an average of 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities.

• **Funding Amount and Source**

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. Funding includes state dollars and federal Medicaid match. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $741,899. County Council approval is required and an Agenda Bill is attached.

• **Differences from Previous Contract**

This is a new contract being issued pursuant to RFQ #13-25.

Please contact Jessica Lee at extension 32014, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

**Contract Administrator:** Jessica Lee

**Contractor's / Agency Name:** Cascade Vocational Services

---

**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 _X_ No ___
If yes, associated Whatcom County grant contract number(s) TBD
(DSHS/DDD Revenue Contract in Process)

**Is this contract the result of a RFP or Bid process?** Yes _X_ No ___
If yes, RFP and Bid number(s) RFP# 13-25
Cost Center: 673800

**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.
- Work is for less than 120 days
- Interlocal Agreement (between Gov't.)
- 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)
$ varies depending on number of clients and types of services authorized ____________________________

**This Amendment Amount:** $ ____________

**Total Amended Amount:** $ ____________

---

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

The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase the individual’s independence and inclusion in the community.

**Term of Contract:** 7/1/2013 – 6/30/2014

**Expiration Date:** 6/30/2014

---

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

1. Prepared by: pi
Date 5/2/13 [electronic]
2. Attorney reviewed: Daniel L. Gibson
Date 05/21/13 [electronic]
3. AS Finance reviewed: mdc
Date 5/21/13 [electronic]
4. IT reviewed if IT related
Date [electronic] hard copy printed
5. Corrections made:

6. Attorney signoff: Daniel L. Gibson
Date 05/21/13
7. Contractor signed:
Date 5-29-13
8. Submitted to Exec Office
Date 6-3-13 [summary via electronic; hardcopies]
9. Reviewed by DCA
10. Council approved (if necessary)
11. Executive signed:
12. Contractor Original Returned to dept;
13. County Original to Council
CONTRACT FOR SERVICES
Employment Services

Whatcom County Contract No. 201306001

Cascade Vocational Services, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9,
Exhibit A (Scope of Work), pp. 10 to 14,
Exhibit B (Compensation), pp. 15 to 17,
Exhibit C (Certificate of Insurance), p. 18,
Exhibit D (Assignment of Medicaid Billing Rights), p. 19,
Exhibit E (E-Verify Declaration), p. 19

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

The term of this Agreement shall commence on the 1st day of July, 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2014.

The general purpose or objective of this Agreement is to: provide employment or retirement services to individuals with developmental disabilities, 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 will vary, depending upon the number of clients authorized for service by the Washington State Department of Social and Health Services, Division of Developmental Disabilities. 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 25th day of May, 2013.

CONTRACTOR:

Cascade Vocational Services

[Signature]
Program Director

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 25th day of May, 2013, before me personally appeared [Name], known to me to be the Program Director (Title) of [Company] (Name of Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager  5/29/13

Regina A. Delahunt, Department Director  Date

Approved as to form:

Elizabeth L. Gallery, Deputy Prosecuting Attorney  5/31/13

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 ____________________.

Cascade Vocational Services
1611 N. State St.
Bellingham, WA 98225
Contact: Kristin Nguyen, Program Director
Phone: 360-647-9087
Email: knguyen@ccssite.org

HL_07C113_Cascade Vocational Services-Adult_DD_Services
GENERAL CONDITIONS

Series 00-09: Provisions Related to Nature and Purpose 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:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than four years.

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

22.1 Withholding Payment:
In the event the County’s Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the time 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 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 under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

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

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

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

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

31.2 Patent/Copyright Infringement: Not Applicable

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

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

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

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

a. Professional Liability - $1,000,000 per occurrence:
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

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

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

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

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

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

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

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

Jessica Lee, Developmental Disabilities Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724 ext.#32014
jlee@co.whatcom.wa.us

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

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at http://episun beaten.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 inability for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit. Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

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

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

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

d. Arbitration: Not Applicable

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

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

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

I. Background

The purpose of this contract is to provide "Pathways to Employment" and "Community Access" services to eligible individuals with developmental disabilities. Pathways to Employment services assist working age adults pursue and maintain paid employment in integrated community settings. Community Access Services increase independence and inclusion in the community for those in retirement or no longer seeking employment.

All services are individualized to reflect the individual's interests, strengths, gifts, talents, and service goals.

This contract reflects the community values and goals of the Whatcom County Developmental Disabilities Advisory Board, the Whatcom County Developmental Disabilities program, the Washington Department of Social and Health Services (DSHS) work order for the current biennium and the County Guidelines published by DSHS and available at http://www.dshs.wa.gov/pdf/adsa/ddd/c_guidelines.pdf.

II. Service Types

The contractor has applied for and been accepted as a qualified provider for the services indicated, below.

☑ Individual Supported Employment
☑ Group Supported Employment
☐ Community Access

These services are defined in the table below, based on the definitions found in the DSHS/ Budgeting, Accounting, and Reporting System (BARS).
<table>
<thead>
<tr>
<th>Service Type</th>
<th>Service Description</th>
<th>Service Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Supported Employment</td>
<td>These services are part of an individual's pathway to integrated employment in typical community jobs. These services are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, recordkeeping and on-going support to maintain a job.</td>
<td>Establish employment opportunities for participants in local businesses on a one-person/one-job basis, self-employment, or other paid work options regardless of the level of disability. Develop relationships with and support from co-workers without disabilities (i.e. Natural supports) Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses (i.e. earning a living wage) Develop job and life skills necessary to lead a more independent life Make measurable progress toward the individual's employment goals</td>
</tr>
<tr>
<td>(BARS 568.64)</td>
<td></td>
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<tr>
<td>Group Supported Employment</td>
<td>These services are part of an individual's pathway to integrated employment in typical community jobs. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome of GSE is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crew and other business models employing small groups of workers with disabilities in integrated employment in community settings.</td>
<td>Establish supervised employment and training opportunities for small groups of participants within local business, industry and community settings. Develop relationships with and support from co-workers without disabilities (i.e. Natural supports) Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses (i.e. earning a living wage) Develop job and life skills necessary to lead a more independent life Make measurable progress toward the individual's employment goals</td>
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<tr>
<td>(BARS 568.62)</td>
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<tr>
<td>Community Access Services</td>
<td>These individualized services are provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development; independent living and community integration for person's to learn how to actively and independently engage in their local community. Activities will provide opportunity to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized instead of employment support for working age individuals who have received nine months of employment support, have not found a job and decide not to continue looking for work.</td>
<td>Participation in integrated community activities of clients' choice similar to individuals without disabilities of the same age. Membership/leadership in local community clubs and associations based on interest and culture Foster connections between persons with disabilities and persons without disabilities who are not paid developmental disabilities staff Enhance or maintain the persons' competence, integration, physical or mental skill.</td>
</tr>
<tr>
<td>(BARS 568.67)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
III. Statement of Work

The Contractor will develop an individualized service plan for each client based on his or her interests, skills and abilities. Support will be provided as defined below to make measurable progress toward the client’s service goals as outlined in the plan.

A. Client Support

“Support” provided in the implementation of client services, as referenced herein, is defined as staff time spent on behalf of the program client to achieve community employment or access goals. In addition to those activities specifically outlined within the billable activities, below, “support” when used within a definition typically refers to one of the three following activities:

- Monitoring of client employment or community access activities (e.g., ensuring safety, quality etc.);
- Providing verbal or physical reminders or prompts for the client to successfully complete or engage in employment or community access activities; or
- Providing partial or total 1:1 physical assistance to allow the client to successfully complete or engage in employment or community access activities.

B. Pathway to Employment Billable Support Activities

Pathway to Employment includes both Individual Employment (IE) and Group Supported Employment (GSE). Billable support activities for Pathway to Employment services are found on the Washington State Department of Social & Health Services Developmental Disabilities Administration (DSHS/DDA) website, and may be amended or updated with prior notification by the County without a contract amendment.


C. Community Access Billable Support Activities

Billable support activities for Community Access services are found on the DSHS/DDA website, and may be amended or updated with prior notification by the County without a contract amendment.


D. Individualized Plan for Services

The Contractor is required to have a written, individualized service plan for each client, completed within 60 days of County authorization. This individual plan is meant to be the “driver” or basis for support services delivered by the Contractor. The individual plan must be updated and reviewed at least annually by the planning team, as described below.

The individual plan requires the development of a planning team including the client, client’s guardian when applicable, DSHS/DDA Case Resource Manager, and others identified by the client to provide input. At a minimum, the DSHS/DDA Case Resource Manager and the individual/guardian will receive a copy of the completed plan. Other members of the planning team may request a copy with the client’s permission.

Required elements of both Pathways to Employment and Community Access plans are outlined in the County Program Implementation Guide, referenced in Section VII.
E. Progress Updates

For all clients, the Contractor shall document measurable progress toward achieving the individual’s service goals every 6 months in a format approved by the County. Six (6) month progress updates must be sent to the DSHS/DDA Case Resource Manager and the client/guardian.

If clients receiving Individual Employment or Group Supported Employment services have not obtained paid employment at minimum wage or better within six (6) months the contractor will:

- Review the progress toward service goals
- Provide evidence of consultation with the family/client
- Develop additional strategies with the family/client, county staff, employment support staff and case manager as appropriate. Strategies may include technical assistance, changing to a new provider and/or additional resources as needed to support employment goals.
- Document the additional/new strategies developed for each client with the client’s file.

If after 12 months the client remains unemployed, an additional review will be conducted. The Contractor will address steps outlined in the previous six month progress report in the next 6 month progress report. The client may request to participate in Community Access activities or the client can choose to remain in an employment program. Individuals requesting to participate in Community Access activities will be referred to his/her DSHS/DDA Case Resource Manager.

V. Service Requirements

A. All Services will:

1. Be individualized and unique to the client’s Individualized Pathway to Employment or Community Access Plan.
2. Ensure continued movement toward inclusive settings, integration and connection with others in the community without disabilities.
3. Provide supports in a variety of settings and in a broad range of activities that will contribute to his/her individual service goals.
4. Provide staff and training interventions at appropriate levels to safely and effectively meet the needs of the clients.
5. Promote independence through skill development and training, including the effective use of public transportation.
6. Implement curriculum, work activities, routines, and other materials used to facilitate learning that are relevant to the age and individual needs of each client.
7. Emphasize the development of natural community supports for clients, in conjunction with, but not an over-reliance on, public funds. Natural supports are those provided by individuals in the work or community environment who are not paid to support the client.
8. Demonstrate measurable progress toward achieving the client’s individualized service goals.
9. Include at minimum monthly contact by the contractor.
10. Provide support to the client at a service level proposed by the Contractor, approved by the County and authorized by the DSHS/DDA Case Resource Manager. Service levels will be authorized in accordance with:
    - Washington Administrative Code (WAC) 388-828-9325 through 9360 for Employment Services
- Washington Administrative Code (WAC) WAC 388-628-9300 through 9310 for Community Access Services
- County Implementation Guide for Employment and Community Access Services

B. All Employment Services will:

1. Emphasize maximum integration with co-workers without disabilities. All efforts will be made to promote employer responsibility for workers with disabilities, including exploration of direct employment of clients by the business/industry in Group Supported Employment.
2. Ensure that pay for work performed is commensurate with pay to other employees doing the same type and amount of work.
3. Ensure that all individuals, regardless of their disability, are provided the opportunity to pursue employment. Some participants may need more support than others and may spend a significant amount of time in activities that will prepare the participant for future community employment.

C. Group Supported Employment (GSE) will:

1. Ensure paid work/paid training is available for all clients authorized for these services. In the event that contracted work is no longer available or insufficient to maintain a GSE work site, the provider is expected to notify the County to determine appropriate next steps related to client authorization.
2. Ensure compensation in accordance with applicable federal and state laws and regulation. This includes, but is not limited to section 14 (C) of the Federal Fair Labor Standards Act (FLSA), RCW 39.12.022 and WAC 299-127-400 through 407 related to payment of sub-prevailing wage.
3. Work towards establishing permanent integrated employment at or above minimum wage.

D. Community Access Services will:

1. Focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed. Segregated and specialized activities are those which are organized and designed for individuals based on their disability.
2. Not be provided simultaneously with employment services.
3. Ensure health and safety, positive image and relationships in the community, increased competence and individualized skill-building, and other expected benefits of Community Access. Services will occur individually or in a group of no more than 2 or 3 individuals with similar interest and needs.
4. Allow a client to discontinue services in order pursue work and to receive employment support at any time.

VII. Program Implementation Requirements

The Developmental Disabilities Program implementation Guide, Employment and Community Access Services is incorporated by reference into the Scope of Work as presently adopted or subsequently amended and can be located at http://www.whatcomcounty.us/health/contracting.jsp

The purpose of the Program implementation Guide is to detail implementation requirements including policy and procedure for Pathways to Employment and Community Access services.
EXHIBIT “B”
(COMPENSATION)

The source of funding for this contract is DSHS/DDA and includes state dollars and federal Medicaid match. Total compensation for the contract is variable, depending upon the number of individual clients and service levels authorized by DSHS/ DDA and the County. This is a vendor agreement and not a subrecipient agreement.

The Whatcom County rate structure employs an hourly fee for services system.

The County will pay the contractor for services delivered to DSHS/DDA authorized clients.

- Service levels are individualized, based on assessed client need
- The service hours authorized for each client is mutually agreed upon by DDA, the County and the contractor.
- Limits to client service authorizations are established in Washington Administrative Code (WAC) 388-828-7020.
- Funding is allocated for services delivered to an individual client. The client’s service allocation and funding will follow the client in the event that they choose to receive services through another contractor.
- The billing unit for services is hourly.

I. Billing and Payment

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format provided by the County. A complete billing includes both an invoice coversheet and attached client service documentation. The Contractor shall send invoices and service documentation to the following address:

   Jessica Lee
   Whatcom County Health Department
   Human Services Division
   509 Girard Street
   Bellingham, WA 98225
   jilee@co.whatcom.wa.us

2. The County must receive all invoices and supporting documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. All invoice corrections or modifications must be submitted no later than forty five (45) days after the last day of the month in which the services were provided.

3. Payment by the County will be considered timely if it is made within thirty (30) days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than thirty (30) days after the expiration of this contract. Invoices and invoice corrections or modifications related to work done prior to December 31 of the contract year will be accepted no later than January 15 following the end of the County fiscal year (i.e. December 31).

4. The Contractor will not be paid for any billings or invoices for services occurring prior to the execution of the Contract or after its termination.

5. The Contractor shall not bill the County for service performed or provided under this contract if the Contractor has been or will be paid for the same service by any other source. Such sources include, but are not limited to, the Division of Vocational Rehabilitation Social Security Work Incentives such as Plans for Achieving Self Support

HL_070113_Cascade Vocational Services-Adult_DD_Services

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(PASS), or Impairment Related Work Expense (IRWE). The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

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

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

7. A total annual funding authorization for all clients will be communicated to the contractor at the start of the contract year. The funding authorization may be amended, based on use, over the course of the contract year without contract amendment. Expenditures may not exceed the total funding authorization approved by the County and in no case will exceed the total available funding restricted to these services.

II. Reporting

1. Reporting on client services will be made monthly with the invoice for services through the established DSHS/DDA County Billing and Reporting process in the format provided by the County. Data elements and definitions for each category of service are outlined by DSHS/DDA in the CMIS billing instructions found at: http://www1.dshs.wa.gov/DDA/counties.shtml

2. The Contractor will provide other reports as developed and required by DSHS/DDA and the County during the term of the contract.

III. Additional Provisions

1. In determining the service level associated with each individual client, the primary service obligation is to meet the needs of the individual client related to his or her service goals, within the limits and requirements established in Washington Administrative Code (WAC).

2. Service levels proposed by the contractor must be approved by the County and authorized by the DDA Case Resource Manager (CRM).

3. Payment will be made on an hourly basis for all staff support hours provided, up to, but not to exceed the monthly support hours authorized for each client.

4. Authorized service levels documented in the DSHS/Case Management Information System (CMIS) database will take precedence in the event of any inconsistency or conflict. The current maximum authorized service level will be downloaded from the DSHS/CMIS database and provided to the Contractor on the monthly billing report.

5. The Contractor may propose a change in service level through the process established in the County Program Implementation Guide.

6. Funds received from the County shall not be used to provide cash benefit to the supported individual, whether salary, bonuses, or benefits.

7. The Contractor agrees to assign to the County its Medicaid waiver billing rights for services to DDA clients eligible under Title XIX programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County. (See Exhibit D)
IV: Reimbursement Rates for Pathways to Employment and Community Access Services

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Rate</th>
<th>Funding source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Employment</td>
<td>Individualized staff support authorized up to 23 hours a month per client</td>
<td>$67/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.64</td>
</tr>
<tr>
<td>Individual Employment</td>
<td>Individualized staff support authorized greater than 23 hours a month per client *</td>
<td>$45/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.64</td>
</tr>
<tr>
<td>Group supported employment</td>
<td>Shared staff support within the GSE setting and individualized staff support outside of the GSE setting as authorized</td>
<td>$62/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.62</td>
</tr>
<tr>
<td>Community Access</td>
<td>Individualized support in integrated community settings</td>
<td>$30/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.67</td>
</tr>
</tbody>
</table>

*i.e. service levels authorized above 23 hours a month will be paid at a lower hourly rate. Both the rate and the service level are attached to the client's authorization approved by DSHS/DDA. This means that if the actual number of hours provided falls below 23, the lower hourly rate will still apply.*

V. Other Reimbursable Activities

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Reimbursement</th>
<th>Funding source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Training</td>
<td>Training for Contractor's staff for the purpose of improving, or enhancing job-related knowledge and skills in the provision of developmental disabilities services.</td>
<td>Reimbursement for actual costs, pre-approved by the County. Travel and accommodation costs will be reimbursed according to Section 8.3 in the County Implementation Guide</td>
<td>DSHS/DDA Funding in accordance with BARS 568.31 And local funds</td>
</tr>
<tr>
<td>Partnership Project (School to Work)</td>
<td>Time spent in collaboration with school districts, Division of Vocational Rehabilitation staff, families, employers and other community collaborators to provide employment services to young adults with developmental disabilities during the school year they turn 21.</td>
<td>$55/hour not to exceed funding authorized in writing by the County per eligible student. Billable activities include those listed in Exhibit A, Scope of Work, Section III B.</td>
<td>DSHS/DDA funding in accordance with BARS 568.94 And local funds</td>
</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Western States Ins of Richland
390 Bradley Boulevard
Richland WA 99352
Phone: 509-946-6161 Fax: 509-946-0715

INSURERS AFFORDING COVERAGE
INSURER A: Philadelphia Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

DATE (MM/DD/YYYY) 06/14/12

COVERAGES
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<th>INSURER</th>
<th>POLICY NUMBER</th>
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<td>MED EXP (Any one person) $5000</td>
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<td>PERSONAL &amp; ADV INJURY $1000000</td>
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<td>BODILY INJURY (Per person) $</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>A</td>
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<td>GENERAL LIABILITY</td>
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<td>OTHER THAN AUTO ONLY - AGG</td>
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<td>EXCESS / UMBRELLA LIABILITY</td>
<td>EACH OCCURRENCE $1000000</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>WC STATUTORY LIMITS</td>
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<td>E.L. EACH ACCIDENT $</td>
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<td>E.L. DISEASE - POLICY LIMIT $</td>
</tr>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Proof of Coverage

CERTIFICATE HOLDER
Cascade Christian Services Inc
1611 North State Street
Bellingham WA 98225

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ___ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "D"

(ASSIGNMENT OF MEDICAID BILLING RIGHTS)

The County, through its agreement with the Department of Social and Health Services (DSHS), Developmental Disabilities Administration (DDA), must ensure that all County contracted providers assign their Medicaid waiver billing rights to the County. DSHS, as the single state Medicaid agency, has administrative authority for Title XIX coverage of services for people with developmental disabilities per 42 CFR 431.10. The County only has responsibility for services covered under its contract with DSHS/DDA. The Contractor agrees, by signing below, to assign to the County its Medicaid waiver billing rights for services to DDA clients eligible under the Title XIX programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County.

[Signature]
Authorized Signature

5-29-13
Date
EXHIBIT "E"
(E-Verify Declaration)

Firm Name: Cascade Vocational Services
Proposal/Bid/Invitation/Solicitation No. 13-25

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: 5/29/13

SIGNATURE: Kristin Nguyen

PRINTED NAME: Kristin Nguyen
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>originating</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>pj</td>
<td>5/2/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td>DQ</td>
<td>5/16/13</td>
<td></td>
<td></td>
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<tr>
<td>Dept. Head:</td>
<td>AD</td>
<td>5/30/13</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Prosecutor:</td>
<td>dlg</td>
<td>05/21/13</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>mxp</td>
<td>S/R</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>C/110</td>
<td>5/1/13</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TITLE OF DOCUMENT: Contract between Whatcom County and Washington Vocational Services

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

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible adults with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in community settings. Community Access Services are designed to assist individuals to participate in activities, events, and organizations in the community in ways similar to other adults of retirement age without disabilities. Through this program in 2012 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $6,205.00

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director

RE: Washington Vocational Services, New Contract for Services to Individuals with Developmental Disabilities

DATE: May 30, 2013

Enclosed are two (2) originals of contract between Whatcom County and Washington Vocational Services for your review and signature.

- **Background and Purpose**
  The purpose of this contract is to provide "Pathways to Employment" and "Community Access" services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase independence and inclusion in the community. In 2012 an average of 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities.

- **Funding Amount and Source**
  The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. Funding includes state dollars and federal Medicaid match. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $6,205. County Council approval is required and an Agenda Bill is attached.

- **Differences from Previous Contract**
  This is a new contract being issued pursuant to RFQ #13-25.

Please contact Jessica Lee at extension 32014, if you have any questions or concerns regarding the terms of this agreement.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Jessica Lee</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Washington Vocational Services</td>
</tr>
<tr>
<td>Is this a New Contract?</td>
<td>Yes</td>
</tr>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, previous number(s):</td>
<td></td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s):</td>
<td></td>
</tr>
<tr>
<td>CFDA number:</td>
<td></td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, associated Whatcom County grant contract number(s):</td>
<td>TBD</td>
</tr>
<tr>
<td>(DSHS/DDD Revenue Contract in Process)</td>
<td></td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, RFP and Bid number(s):</td>
<td>RFQ# 13-25</td>
</tr>
<tr>
<td>Cost Center:</td>
<td>673800</td>
</tr>
<tr>
<td>Is this contract excluded from E-Verify?</td>
<td>Yes</td>
</tr>
<tr>
<td>If no, include Attachment D Contractor Declaration Form</td>
<td></td>
</tr>
<tr>
<td>If yes, indicate qualified exclusion(s) below:</td>
<td></td>
</tr>
<tr>
<td>Contract less than $100,000.</td>
<td>Professional services agreement for certified/licensed professional</td>
</tr>
<tr>
<td>Work is for less than 120 days</td>
<td>Contract for Commercial off the shelf items (COTS)</td>
</tr>
<tr>
<td>Interlocal Agreement (between Govt.)</td>
<td>Public Works Dept. - Local Agency/Federally Funded FHWA</td>
</tr>
<tr>
<td>Contract Amount: (sum of orig contract amt and any prior amendments)</td>
<td>$ varies depending on number of clients and types of services authorized</td>
</tr>
<tr>
<td>This Amendment Amount:</td>
<td>$</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$</td>
</tr>
</tbody>
</table>

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

The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase the individual’s independence and inclusion in the community.

| Term of Contract: 7/1/2013 – 6/30/2014 | Expiration Date: 6/30/14 |

**Contract Routing Steps & Signoff:** [sign or initial] [indicate date transmitted]
- Prepared by: ____________ Date ____________
- Attorney reviewed: ____________ Date ____________
- AS Finance reviewed: ____________ Date ____________
- IT reviewed if IT related: ____________ Date ____________
- Corrections made: ____________ Date ____________
- Attorney signoff: ____________ Date ____________
- Contractor signed: ____________ Date ____________
- Submitted to Exec Office: ____________ Date ____________
- Reviewed by DCA: ____________ Date ____________
- Council approved (if necessary) Date ____________
- Executive signed: Date ____________
- Contractor Original Returned to dept: Date ____________
- County Original to Council Date ____________

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Washington Vocational Services hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9,
Exhibit A (Scope of Work), pp. 10 to 14,
Exhibit B (Compensation), pp. 15 to 17,
Exhibit C (Certificate of Insurance), p. 18,
Exhibit D (Assignment of Medicaid Billing Rights), p. 19,
Exhibit E (E-Verify Declaration), p. 19,

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

The term of this Agreement shall commence on the 1st day of July, 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2014.

The general purpose or objective of this Agreement is to: provide employment or retirement services to individuals with developmental disabilities, 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 will vary, depending upon the number of clients authorized for service by the Washington State Department of Social and Health Services, Division of Developmental Disabilities. 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 24th day of May, 2013.

CONTRACTOR:  

Lynn VanVactor  
EXECUTIVE DIRECTOR

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 24th day of May, 2013, before me personally appeared Lynn VanVactor to me known to be the Executive Director (Title) of (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager  5/29/13
Date

Regina A. Delahunt, Department Director  5/29/13
Date

Approved as to form:

Elizabeth L. Gallery, Deputy Prosecuting Attorney  5/31/13
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 ______________________

Washington Vocational Services
111 S E Everett Mall Way Suite C-100
Everett, WA 98203
Contact: Bill Munson, Executive Director
Phone: 425-774-3338
Email: BMunson@wvs.org
GENERAL CONDITIONS

Series 00-09: Provisions Related to Nature and Purpose 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:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than four years.

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

22.1 Withholding Payment:
In the event the County’s Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to the 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 to or 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
General Liability & Property Damage for bodily injury- $1,000,000.00

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

a. Professional Liability - $1,000,000 per occurrence:
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

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

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

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

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

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

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

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

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Jessica Lee, Developmental Disabilities Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724 ext.#32014
jlee@co.whatcom.wa.us

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

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at http://epsls.arl.net.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 40-43: Provisions Related to Interpretation of Agreement and Resolution of Disputes

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
41.2 **Waiver:**
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 **Disputes:**

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

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

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

d. **Arbitration: Not Applicable**

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

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

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

I. Background

The purpose of this contract is to provide "Pathways to Employment" and "Community Access" services to eligible individuals with developmental disabilities. Pathways to Employment services assist working age adults pursue and maintain paid employment in integrated community settings. Community Access Services increase independence and inclusion in the community for those in retirement or no longer seeking employment.

All services are individualized to reflect the individual's interests, strengths, gifts, talents, and service goals.

This contract reflects the community values and goals of the Whatcom County Developmental Disabilities Advisory Board, the Whatcom County Developmental Disabilities program, the Washington Department of Social and Health Services (DSHS) work order for the current biennium and the County Guidelines published by DSHS and available at http://www.dshs.wa.gov/pdf/adsa/ddd/c_guidelines.pdf.

II. Service Types

The contractor has applied for and been accepted as a qualified provider for the services indicated, below.

☑ Individual Supported Employment
☐ Group Supported Employment
☐ Community Access

These services are defined in the table below, based on the definitions found in the DSHS/ Budgeting, Accounting, and Reporting System (BARS).
<table>
<thead>
<tr>
<th>Service Type</th>
<th>Service Description</th>
<th>Service Goals</th>
</tr>
</thead>
</table>
| Individual Supported Employment      | - These services are part of an individual's pathway to integrated employment in typical community jobs.  
  - These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce.  
  - These services may include intake, discovery, assessment, job preparation, job marketing, job supports, recordkeeping and on-going support to maintain a job. | - Establish employment opportunities for participants in local businesses on a one-person/one-job basis, self-employment, or other paid work options regardless of the level of disability  
  - Develop relationships with and support from co-workers without disabilities (i.e. Natural supports)  
  - Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses (i.e. earning a living wage)  
  - Develop job and life skills necessary to lead a more independent life  
  - Make measurable progress toward the individual's employment goals |
| Group Supported Employment           | - These services are part of an individual's pathway to integrated employment.  
  - These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting.  
  - The service outcome of GSE is sustained paid employment leading to further career development in integrated employment at or above minimum wage.  
  - Examples include enclaves, mobile crew and other business models employing small groups of workers with disabilities in integrated employment in community settings. | - Establish supervised employment and training opportunities for small groups of participants within local business, industry and community settings.  
  - Develop relationships with and support from co-workers without disabilities (i.e. Natural supports)  
  - Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses (i.e. earning a living wage)  
  - Develop job and life skills necessary to lead a more independent life  
  - Make measurable progress toward the individual's employment goals |
| Community Access Services            | - These individualized services are provided in typical integrated community settings for individuals in retirement.  
  - Services will promote individualized skill development; independent living and community integration for person’s to learn how to actively and independently engage in their local community.  
  - Activities will provide opportunity to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion.  
  - These services may be authorized instead of employment support for working age individuals who have received nine months of employment support, have not found a job and decide not to continue looking for work. | - Participation in integrated community activities of clients’ choice similar to individuals without disabilities of the same age.  
  - Membership/leadership in local community clubs and associations based on interest and culture  
  - Foster connections between persons with disabilities and persons without disabilities who are not paid developmental disabilities staff  
  - Enhance or maintain the persons' competence, integration, physical or mental skill. |
III. Statement of Work

The Contractor will develop an individualized service plan for each client based on his or her interests, skills and abilities. Support will be provided as defined below to make measurable progress toward the client’s service goals as outlined in the plan.

A. Client support

"Support" provided in the implementation of client services, as referenced herein, is defined as staff time spent on behalf of the program client to achieve community employment or access goals. In addition to those activities specifically outlined within the billable activities, below, "support" when used within a definition typically refers to one of the three following activities:

- **Monitoring** of client employment or community access activities (e.g., ensuring safety, quality etc.);
- Providing verbal or physical reminders or **prompts** for the client to successfully complete or engage in employment or community access activities; or
- Providing partial or total 1:1 **physical assistance** to allow the client to successfully complete or engage in employment or community access activities.

B. Pathway to Employment Billable Support Activities

Pathway to Employment includes both Individual Employment (IE) and Group Supported Employment (GSE). Billable support activities for Pathway to Employment services are found on the Washington State Department of Social & Health Services Developmental Disabilities Administration (DSHS/DDA) website, and may be amended or updated with prior notification by the County without a contract amendment.


C. Community Access Billable Support Activities

Billable support activities for Community Access services are found on the DSHS/DDA website, and may be amended or updated with prior notification by the County without a contract amendment.


D. Individualized Plan for Services

The Contractor is required to have a written, individualized service plan for each client, completed within 60 days of County authorization. This individual plan is meant to be the “driver” or basis for support services delivered by the Contractor. The individual plan must be updated and reviewed at least annually by the planning team, as described below.

The individual plan requires the development of a planning team including the client, client’s guardian when applicable, DSHS/DDA Case Resource Manager, and others identified by the client to provide input. At a minimum, the DSHS/DDA Case Resource Manager and the individual/guardian will receive a copy of the completed plan. Other members of the planning team may request a copy with the client’s permission.

Required elements of both Pathways to Employment and Community Access plans are outlined in the County Program Implementation Guide, referenced in Section VII.
E. Progress Updates

For all clients, the Contractor shall document measurable progress toward achieving the individual’s service goals every 6 months in a format approved by the County. Six (6) month progress updates must be sent to the DSHS/DDA Case Resource Manager and the client/guardian.

If clients receiving Individual Employment or Group Supported Employment services have not obtained paid employment at minimum wage or better within six (6) months the contractor will:

- Review the progress toward service goals
- Provide evidence of consultation with the family/client
- Develop additional strategies with the family/client, county staff, employment support staff and case manager as appropriate. Strategies may include technical assistance, changing to a new provider and/or additional resources as needed to support employment goals.
- Document the additional/new strategies developed for each client with the client’s file.

If after 12 months the client remains unemployed, an additional review will be conducted. The Contractor will address steps outlined in the previous six month progress report in the next 6 month progress report. The client may request to participate in Community Access activities or the client can choose to remain in an employment program. Individuals requesting to participate in Community Access activities will be referred to his/her DSHS/DDA Case Resource Manager.

V. Service Requirements

A. All Services will:

1. Be individualized and unique to the client’s Individualized Pathway to Employment or Community Access Plan.
2. Ensure continued movement toward inclusive settings, integration and connection with others in the community without disabilities.
3. Provide supports in a variety of settings and in a broad range of activities that will contribute to his/her individual service goals.
4. Provide staff and training interventions at appropriate levels to safely and effectively meet the needs of the clients.
5. Promote independence through skill development and training, including the effective use of public transportation.
6. Implement curriculum, work activities, routines, and other materials used to facilitate learning that are relevant to the age and individual needs of each client.
7. Emphasize the development of natural community supports for clients, in conjunction with, but not an over-reliance on, public funds. Natural supports are those provided by individuals in the work or community environment who are not paid to support the client.
8. Demonstrate measurable progress toward achieving the client’s individualized service goals.
9. Include at minimum monthly contact by the contractor.
10. Provide support to the client at a service level proposed by the Contractor, approved by the County and authorized by the DSHS/DDA Case Resource Manager. Service levels will be authorized in accordance with:
    - Washington Administrative Code (WAC) 388-828-9325 through 9360 for Employment Services
B. All Employment Services will:

1. Emphasize maximum integration with co-workers without disabilities. All efforts will be made to promote employer responsibility for workers with disabilities, including exploration of direct employment of clients by the business/industry in Group Supported Employment.
2. Ensure that pay for work performed is commensurate with pay to other employees doing the same type and amount of work.
3. Ensure that all individuals, regardless of their disability, are provided the opportunity to pursue employment. Some participants may need more support than others and may spend a significant amount of time in activities that will prepare the participant for future community employment.

C. Group Supported Employment (GSE) will:

1. Ensure paid work/paid training is available for all clients authorized for these services. In the event that contracted work is no longer available or insufficient to maintain a GSE work site, the provider is expected to notify the County to determine appropriate next steps related to client authorization.
2. Ensure compensation in accordance with applicable federal and state laws and regulation. This includes, but is not limited to section 14 (C) of the Federal Fair Labor Standards Act (FLSA), RCW 39.12.022 and WAC 299-127-400 through 407 related to payment of sub-prevailing wage.
3. Work towards establishing permanent integrated employment at or above minimum wage.

D. Community Access Services will:

1. Focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed. Segregated and specialized activities are those which are organized and designed for individuals based on their disability.
2. Not be provided simultaneously with employment services.
3. Ensure health and safety, positive image and relationships in the community, increased competence and individualized skill-building, and other expected benefits of Community Access. Services will occur individually or in a group of no more than 2 or 3 individuals with similar interest and needs.
4. Allow a client to discontinue services in order pursue work and to receive employment support at any time.

VII. Program Implementation Requirements

The Developmental Disabilities Program Implementation Guide, Employment and Community Access Services is incorporated by reference into the Scope of Work as presently adopted or subsequently amended and can be located at http://www.whatcomcounty.us/health/contracting.jsp

The purpose of the Program Implementation Guide is to detail implementation requirements including policy and procedure for Pathways to Employment and Community Access services.
EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract is DSHS/DDA and includes state dollars and federal Medicaid match. Total compensation for the contract is variable, depending upon the number of individual clients and service levels authorized by DSHS/DDA and the County. This is a vendor agreement and not a subrecipient agreement.

The Whatcom County rate structure employs an hourly fee for services system.

The County will pay the contractor for services delivered to DSHS/DDA authorized clients.

- Service levels are individualized, based on assessed client need
- The service hours authorized for each client is mutually agreed upon by DDA, the County and the contractor.
- Limits to client service authorizations are established in Washington Administrative Code (WAC) 388-828-7020.
- Funding is allocated for services delivered to an individual client. The client’s service allocation and funding will follow the client in the event that they choose to receive services through another contractor.
- The billing unit for services is hourly.

I. Billing and Payment

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format provided by the County. A complete billing includes both an invoice coversheet and attached client service documentation. The Contractor shall send invoices and service documentation to the following address:

   Jessica Lee  
   Whatcom County Health Department  
   Human Services Division  
   509 Girard Street  
   Bellingham, WA 98225  
   jilee@co.whatcom.wa.us

2. The County must receive all invoices and supporting documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. All invoice corrections or modifications must be submitted no later than forty five (45) days after the last day of the month in which the services were provided.

3. Payment by the County will be considered timely if it is made within thirty (30) days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than thirty (30) days after the expiration of this contract. Invoices and invoice corrections or modifications related to work done prior to December 31 of the contract year will be accepted no later than January 15 following the end of the County fiscal year (i.e. December 31).

4. The Contractor will not be paid for any billings or invoices for services occurring prior to the execution of the Contract or after its termination.

5. The Contractor shall not bill the County for service performed or provided under this contract if the Contractor has been or will be paid for the same service by any other source. Such sources include, but are not limited to, the Division of Vocational Rehabilitation Social Security Work Incentives such as Plans for Achieving Self Support
(PASS), or Impairment Related Work Expense (IRWE). The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

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

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

7. A total annual funding authorization for all clients will be communicated to the contractor at the start of the contract year. The funding authorization may be amended, based on use, over the course of the contract year without contract amendment. Expenditures may not exceed the total funding authorization approved by the County and in no case will exceed the total available funding restricted to these services.

II. Reporting

1. Reporting on client services will be made monthly with the invoice for services through the established DSHS/DDA County Billing and Reporting process in the format provided by the County. Data elements and definitions for each category of service are outlined by DSHS/DDA in the CMIS billing instructions found at: http://www1.dshs.wa.gov/DDA/counties.shtml

2. The Contractor will provide other reports as developed and required by DSHS /DDA and the County during the term of the contract.

III. Additional Provisions

1. In determining the service level associated with each individual client, the primary service obligation is to meet the needs of the individual client related to his or her service goals, within the limits and requirements established in Washington Administrative Code (WAC).

2. Service levels proposed by the contractor must be approved by the County and authorized by the DDA Case Resource Manager. (CRM)

3. Payment will be made on an hourly basis for all staff support hours provided, up to, but not to exceed the monthly support hours authorized for each client.

4. Authorized service levels documented in the DSHS/Case Management Information System (CMIS) database will take precedence in the event of any inconsistency or conflict. The current maximum authorized service level will be downloaded from the DSHS/CMIS database and provided to the Contractor on the monthly billing report.

5. The Contractor may propose a change in service level through the process established in the County Program Implementation Guide.

6. Funds received from the County shall not be used to provide cash benefit to the supported individual, whether salary, bonuses, or benefits.

7. The Contractor agrees to assign to the County its Medicaid waiver billing rights for services to DDA clients eligible under Title XIX programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County. (See Exhibit D)
IV: Reimbursement Rates for Pathways to Employment and Community Access Services

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Rate</th>
<th>Funding source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Employment</td>
<td>Individualized staff support authorized up to 23 hours a month per client</td>
<td>$67/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.64</td>
</tr>
<tr>
<td>Individual Employment</td>
<td>Individualized staff support authorized greater than 23 hours a month per client*</td>
<td>$45/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.64</td>
</tr>
<tr>
<td>Group supported employment</td>
<td>Shared staff support within the GSE setting and individualized staff support outside of the GSE setting as authorized</td>
<td>$62/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.62</td>
</tr>
<tr>
<td>Community Access</td>
<td>Individualized support in integrated community settings</td>
<td>$30/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.67</td>
</tr>
</tbody>
</table>

*i.e. service levels authorized above 23 hours a month will be paid at a lower hourly rate. Both the rate and the service level are attached to the client’s authorization approved by DSHS/DDA. This means that if the actual number of hours provided falls below 23, the lower hourly rate will still apply.*

V. Other Reimbursable Activities

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Reimbursement</th>
<th>Funding source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Training</td>
<td>Training for Contractor’s staff for the purpose of improving, or enhancing job-related knowledge and skills in the provision of developmental disabilities services.</td>
<td>Reimbursement for actual costs, pre-approved by the County. Travel and accommodation costs will be reimbursed according to Section 8.3 in the County Implementation Guide</td>
<td>DSHS/DDA Funding in accordance with BARS 568.31 And local funds</td>
</tr>
<tr>
<td>Partnership Project (School to Work)</td>
<td>Time spent in collaboration with school districts, Division of Vocational Rehabilitation staff, families, employers and other community collaborators to provide employment services to young adults with developmental disabilities during the school year they turn 21.</td>
<td>$55/hour not to exceed funding authorized in writing by the County per eligible student. Billable activities include those listed in Exhibit A, Scope of Work, Section III B.</td>
<td>DSHS/DDA funding in accordance with BARS 568.94 And local funds</td>
</tr>
</tbody>
</table>
EXHIBIT "C"
(CERTIFICATE OF INSURANCE)
## Non Profit Insurance Program

### CERTIFICATE OF INSURANCE

**Issue Date:** 05/23/2013

**This Certificate is Issued as a Matter of Information Only and Conveys No Rights Upon the Certificate Holder. This Certificate Does Not Amend, Extend or Alter the Coverage Afforded by the Policies Below. The 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 coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### PRODUCER

- **Canfield**
  - 451 Diamond Drive
  - Ephrata, WA 98823

### INSURED

- **WA Vocational Services**
  - 111 SE Everett Mall Way, Bldg C, Ste 100
  - Everett, WA 98208

### COMPANIES AFFORDING COVERAGE

- **GENERAL LIABILITY**
  - American Alternative Insurance Corporation

- **AUTOMOBILE LIABILITY**
  - American Alternative Insurance Corporation

- **PROPERTY**
  - American Alternative Insurance Corporation
  - Torus Specialty Insurance Company

- **MISCELLANEOUS PROFESSIONAL LIABILITY**

### COVERAGES

- **This is to Certify that the Policies of Insurance Listed Below Have Been Issued to the Insured Named Above for the Coverage Period Indicated, Not Withstanding Any Requirement, Term or Condition of Contract or Other Document With Respect to Which This Certificate May Be Issued or May Pertain. The Insurance Afforded by the Policies Described Herein Is Subject to All the Terms, Exclusions and Conditions of Such Policies. Limits Shown May Have Been Reduced by Paid Claims.**

### TYPE OF INSURANCE

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Exp Date</th>
<th>Description</th>
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<td><strong>GENERAL LIABILITY</strong></td>
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<td>COMMERCIAL GENERAL LIABILITY N1-A2-RL-0000013-05</td>
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<td>INCLUDES STOP GAP</td>
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<td>PERSONAL &amp; ADV. INJURY</td>
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<td><strong>AUTOMOBILE LIABILITY</strong></td>
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<td>ANY AUTO N1-A2-RL-0000013-05</td>
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<td><strong>MISCELLANEOUS PROFESSIONAL LIABILITY</strong></td>
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<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles / Special Items**

Evidence of Insurance regarding the Washington Vocational Services' Supported Employment Conference.

### CANCELLATION

**Should Any of the Above Described Policies Be Cancelled Before the Expiration Date Thereof, Notice Will Be Delivered in Accordance with the Policy Provisions.**

**Certificate Holder**

- Attn: Jessica Lee
  - Whatcom County Health Department
  - 509 Girard St.
  - Bellingham, WA 98225

**Authorized Representative**

- [Signature]

2729039
EXHIBIT "D"

(ASSIGNMENT OF MEDICAID BILLING RIGHTS)

The County, through its agreement with the Department of Social and Health Services (DSHS), Developmental Disabilities Administration (DDA), must ensure that all County contracted providers assign their Medicaid waiver billing rights to the County. DSHS, as the single state Medicaid agency, has administrative authority for Title XIX coverage of services for people with developmental disabilities per 42 CFR 431.10. The County only has responsibility for services covered under its contract with DSHS/DDA. The Contractor agrees, by signing below, to assign to the County its Medicaid waiver billing rights for services to DDA clients eligible under the Title XIX programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County.

Authorized Signature

(Date) 6/23/13
EXHIBIT "E"
(E-Verify Declaration)

Firm Name: Washington Vocational Services
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: 5/03/13

SIGNATURE: [Signature]

PRINTED NAME: [Printed Name]

HL_070113_Washington Vocational Services-Adult_DD_Services
## Edit Corporate Profile

### Name and Location Information

<table>
<thead>
<tr>
<th>Company ID Number:</th>
<th>646809</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td>Washington Vocational Services</td>
</tr>
<tr>
<td>Doing Business As (DBA) Name:</td>
<td></td>
</tr>
<tr>
<td>DUNS Number:</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address 1:</th>
<th>111 Everett Mall Way</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address 2:</td>
<td>Bldg: C, Suite#: 100</td>
</tr>
<tr>
<td>City:</td>
<td>Everett</td>
</tr>
<tr>
<td>State:</td>
<td>WA</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>98208</td>
</tr>
</tbody>
</table>

### Additional Information

| Parent Organization:    |        |

| Corporate Administrator(s): | 2 |

---

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></td>
<td>pj</td>
<td>5/2/13</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Division Head: [Signature] 5/2/13
Dept. Head: [Signature] 5/31/13
Prosecutor: [Signature] 6/21/13
Purchasing/Budget: [Signature] 5/21/13
Executive: [Signature] 6/10/13

TITLE OF DOCUMENT: Contract between Whatcom County and Whatcom County Council on Aging

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

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible adults with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in community settings. Community Access Services are designed to assist individuals to participate in activities, events, and organizations in the community in ways similar to other adults of retirement age without disabilities. Through this program in 2012 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $23,365.00

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Whatcom County Council on Aging, New Contract for Services to Individuals with Developmental Disabilities
DATE: June 3, 2013

Enclosed are two (2) originals of contract between Whatcom County and Whatcom County Council on Aging for your review and signature.

- Background and Purpose
The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase independence and inclusion in the community. In 2012 an average of 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities.

- Funding Amount and Source
The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. Funding includes state dollars and federal Medicaid match. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $23,365.00. County Council approval is required and an Agenda Bill is attached.

- Differences from Previous Contract
This is a new contract being issued pursuant to RFQ #13-25.

Please contact Jessica Lee at extension 32014, 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>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Jessica Lee</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Whatcom County Council on Aging</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 __ No __

If yes, grantor agency contract number(s):

CFDA number

**Is this contract grant funded?**
Yes __ X __ No __

If yes, associated Whatcom County grant contract number(s) TBD (DSHS/DDD Revenue Contract in Process)

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

If yes, RFP and Bid number(s) RFQ# 13-25 Cost Center: 673800

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

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
- Interlocal Agreement (between Govt.)
- Local Agency/Federally Funded FHWA

**Contract Amount:**
(sum of orig contract amt and any prior amendments)
$ varies depending on number of clients and types of services authorized

**This Amendment Amount:**
$ 

**Total Amended Amount:**
$

**Scope of Services:**

Insert language from contract (Exhibit A) or summarize; expand space as necessary

The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase the individual’s independence and inclusion in the community.

**Term of Contract:** 7/1/2013 – 6/30/2014

**Expiration Date:** 6/30/2014

**Contract Routing Steps & Signoff:**

<table>
<thead>
<tr>
<th>Step</th>
<th>Signoff</th>
<th>Date</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by</td>
<td>Daniel L. Gibson</td>
<td>5/2/13</td>
<td>electronic</td>
</tr>
<tr>
<td>2. Attorney reviewed</td>
<td></td>
<td>5/21/13</td>
<td>electronic</td>
</tr>
<tr>
<td>3. AS Finance reviewed</td>
<td></td>
<td>5/21/13</td>
<td>electronic</td>
</tr>
<tr>
<td>4. IT reviewed if IT related</td>
<td></td>
<td>5/21/13</td>
<td>electronic</td>
</tr>
<tr>
<td>5. Corrections made</td>
<td></td>
<td>5-3-13</td>
<td>hard copy printed</td>
</tr>
<tr>
<td>6. Attorney signoff</td>
<td>Daniel L. Gibson</td>
<td>6-5-13</td>
<td>summary via electronic; hardcopies</td>
</tr>
<tr>
<td>7. Contractor signed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Submitted to Exec Office</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Reviewed by DCA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Council approved (if necessary)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Executive signed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Contractor Original Returned to dept;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. County Original to Council</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**287**
Whatcom County Council on Aging hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 9
- Exhibit A (Scope of Work), pp. 10 to 14
- Exhibit B (Compensation), pp. 15 to 17
- Exhibit C (Certificate of Insurance), p. 18
- Exhibit D (Assignment of Medicaid Billing Rights), p. 19
- Exhibit E (Verify Declaration), p. 19

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

The term of this Agreement shall commence on the 1st day of July, 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2014.

The general purpose or objective of this Agreement is to provide employment or retirement services to individuals with developmental disabilities, 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 will vary, depending upon the number of clients authorized for service by the Washington State Department of Social and Health Services, Division of Developmental Disabilities. 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 30th day of May, 2013.

CONTRACTOR:

Whatcom County Council on Aging

[Signature]

(Type in Name & Title of Signatory)

Mary R. Carlson

STATE OF WASHINGTON


)

COUNTY OF WHATCOM


)

ss.

On this 30th day of May, 2013, before me personally appeared Mary Carlson, who is known to me to be the Exec. Dir. (title) of Whatcom Council on Aging (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Victor J. Moore

NOTARY PUBLIC in and for the State of Washington, residing at Blaine. My commission expires 01/31/2016.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager
Date

Regina A. Delahunt, Department Director
Date

Approved as to form:

Elizabeth L. Gallery, Deputy 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 ________________.

Whatcom County Council on Aging
315 Halleck St.
Bellingham, WA 98225
Contact: Mary Carlson, Executive Director
Phone: 360-733-4030 ext. 47026
Email: mcarlson@wcoa.org
GENERAL CONDITIONS

Series 00-09: Provisions Related to Nature and Purpose 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:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than four years.

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

23.1 Labor Standards:
The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act, and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing 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 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 and/or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

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

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

a. Professional Liability - $1,000,000 per occurrence:
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

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

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

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

Jessica Lee, Developmental Disabilities Program Specialist  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225  
(360) 576-6724 ext.#32014  
jilee@co.whatcom.wa.us

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

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:  
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

The “General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs” is available to research this information at http://epifs.arne.net.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 of 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, 34.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

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

I. Background

The purpose of this contract is to provide "Pathways to Employment" and "Community Access" services to eligible individuals with developmental disabilities. Pathways to Employment services assist working age adults pursue and maintain paid employment in integrated community settings. Community Access Services increase independence and inclusion in the community for those in retirement or no longer seeking employment.

All services are individualized to reflect the individual's interests, strengths, gifts, talents, and service goals.

This contract reflects the community values and goals of the Whatcom County Developmental Disabilities Advisory Board, the Whatcom County Developmental Disabilities program, the Washington Department of Social and Health Services (DSHS) work order for the current biennium and the County Guidelines published by DSHS and available at http://www.dshs.wa.gov/pdf/adsa/ddd/c_guidelines.pdf.

II. Service Types

The contractor has applied for and been accepted as a qualified provider for the services indicated, below.

☐ Individual Supported Employment
☐ Group Supported Employment
☑ Community Access

These services are defined in the table below, based on the definitions found in the DSHS/ Budgeting, Accounting, and Reporting System (BARS).
<table>
<thead>
<tr>
<th>Service Type</th>
<th>Service Description</th>
<th>Service Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Supported Employment</td>
<td>- These services are part of an individual's pathway to integrated employment in typical community jobs.</td>
<td>- Establish employment opportunities for participants in local businesses on a one-person/one-job basis, self-employment, or other paid work options regardless of the level of disability</td>
</tr>
<tr>
<td>(BARS 568.64)</td>
<td>- These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce.</td>
<td>- Develop relationships with and support from coworkers without disabilities (i.e. Natural supports)</td>
</tr>
<tr>
<td></td>
<td>- These services may include intake, discovery, assessment, job preparation, job marketing, job supports, recordkeeping and on-going support to maintain a job.</td>
<td>- Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses (i.e. earning a living wage)</td>
</tr>
<tr>
<td>Group Supported Employment</td>
<td>- These services are part of an individual's pathway to integrated employment in typical community jobs.</td>
<td>- Develop job and life skills necessary to lead a more independent life</td>
</tr>
<tr>
<td>(BARS 568.62)</td>
<td>- These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting.</td>
<td>- Make measurable progress toward the individual's employment goals</td>
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<tr>
<td></td>
<td>- The service outcome of GSE is sustained paid employment leading to further career development in integrated employment at or above minimum wage.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Examples include enclaves, mobile crew and other business models employing small groups of workers with disabilities in integrated employment in community settings.</td>
<td></td>
</tr>
<tr>
<td>Community Access Services</td>
<td>- These individualized services are provided in typical integrated community settings for individuals in retirement.</td>
<td>- Establish supervised employment and training opportunities for small groups of participants within local business, industry and community settings.</td>
</tr>
<tr>
<td>(BARS 568.67)</td>
<td>- Services will promote individualized skill development; independent living and community integration for person's to learn how to actively and independently engage in their local community.</td>
<td>- Develop relationships with and support from coworkers without disabilities (i.e. Natural supports)</td>
</tr>
<tr>
<td></td>
<td>- Activities will provide opportunity to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion.</td>
<td>- Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses (i.e. earning a living wage)</td>
</tr>
<tr>
<td></td>
<td>- These services may be authorized instead of employment support for working age individuals who have received nine months of employment support, have not found a job and decide not to continue looking for work.</td>
<td>- Develop job and life skills necessary to lead a more independent life</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Make measurable progress toward the individual's employment goals</td>
</tr>
</tbody>
</table>

Participation in integrated community activities of clients' choice similar to individuals without disabilities of the same age.

Member/contributor in local community clubs and associations based on interest and culture

Foster connections between persons with disabilities and persons without disabilities who are not paid developmental disabilities staff

Enhance or maintain the persons' competence, integration, physical or mental skill.
III. Statement of Work

The Contractor will develop an individualized service plan for each client based on his or her interests, skills and abilities. Support will be provided as defined below to make measurable progress toward the client’s service goals as outlined in the plan.

A. Client Support

“Support” provided in the implementation of client services, as referenced herein, is defined as staff time spent on behalf of the program client to achieve community employment or access goals. In addition to those activities specifically outlined within the billable activities, below, “support” when used within a definition typically refers to one of the three following activities:

- **Monitoring** of client employment or community access activities
  (e.g., ensuring safety, quality etc.);
- Providing verbal or physical reminders or **prompts** for the client to successfully complete or engage in employment or community access activities; or
- Providing partial or total 1:1 **physical assistance** to allow the client to successfully complete or engage in employment or community access activities.

B. Pathway to Employment Billable Support Activities

Pathway to Employment includes both Individual Employment (IE) and Group Supported Employment (GSE). Billable support activities for Pathway to Employment services are found on the Washington State Department of Social & Health Services Developmental Disabilities Administration (DSHS/DDA) website, and may be amended or updated with prior notification by the County without a contract amendment.


C. Community Access Billable Support Activities

Billable support activities for Community Access services are found on the DSHS/DDA website, and may be amended or updated with prior notification by the County without a contract amendment.


D. Individualized Plan for Services

The Contractor is required to have a written, individualized service plan for each client, completed within 60 days of County authorization. This individual plan is meant to be the “driver” or basis for support services delivered by the Contractor. The individual plan must be updated and reviewed at least annually by the planning team, as described below.

The individual plan requires the development of a planning team including the client, client’s guardian when applicable, DSHS/DDA Case Resource Manager, and others identified by the client to provide input. At a minimum, the DSHS/DDA Case Resource Manager and the individual/guardian will receive a copy of the completed plan. Other members of the planning team may request a copy with the client’s permission.

Required elements of both Pathways to Employment and Community Access plans are outlined in the County Program Implementation Guide, referenced in Section VII.
E. Progress Updates

For all clients, the Contractor shall document measureable progress toward achieving the individual’s service goals every 6 months in a format approved by the County. Six (6) month progress updates must be sent to the DSHS/DDA Case Resource Manager and the client/guardian.

If clients receiving Individual Employment or Group Supported Employment services have not obtained paid employment at minimum wage or better within six (6) months the contractor will:

- Review the progress toward service goals
- Provide evidence of consultation with the family/client
- Develop additional strategies with the family/client, county staff, employment support staff and case manager as appropriate. Strategies may include technical assistance, changing to a new provider and/or additional resources as needed to support employment goals.
- Document the additional/new strategies developed for each client with the client’s file.

If after 12 months the client remains unemployed, an additional review will be conducted. The Contractor will address steps outlined in the previous six month progress report in the next 6 month progress report. The client may request to participate in Community Access activities or the client can choose to remain in an employment program. Individuals requesting to participate in Community Access activities will be referred to his/her DSHS/DDA Case Resource Manager.

V. Service Requirements

A. All Services will:

1. Be individualized and unique to the client’s individualized Pathway to Employment or Community Access Plan.
2. Ensure continued movement toward inclusive settings, integration and connection with others in the community without disabilities.
3. Provide supports in a variety of settings and in a broad range of activities that will contribute to his/her individual service goals.
4. Provide staff and training interventions at appropriate levels to safely and effectively meet the needs of the clients.
5. Promote independence through skill development and training, including the effective use of public transportation.
6. Implement curriculum, work activities, routines, and other materials used to facilitate learning that are relevant to the age and individual needs of each client.
7. Emphasize the development of natural community supports for clients, in conjunction with, but not an over-reliance on, public funds. Natural supports are those provided by individuals in the work or community environment who are not paid to support the client.
8. Demonstrate measurable progress toward achieving the client’s individualized service goals.
9. Include at minimum monthly contact by the contractor.
10. Provide support to the client at a service level proposed by the Contractor, approved by the County and authorized by the DSHS/DDA Case Resource Manager. Service levels will be authorized in accordance with:
    - Washington Administrative Code (WAC) 388-828-9325 through 9360 for Employment Services
B. All Employment Services will:

1. Emphasize maximum integration with co-workers without disabilities. All efforts will be made to promote employer responsibility for workers with disabilities, including exploration of direct employment of clients by the business/industry in Group Supported Employment.
2. Ensure that pay for work performed is commensurate with pay to other employees doing the same type and amount of work.
3. Ensure that all individuals, regardless of their disability, are provided the opportunity to pursue employment. Some participants may need more support than others and may spend a significant amount of time in activities that will prepare the participant for future community employment.

C. Group Supported Employment (GSE) will:

1. Ensure paid work/paid training is available for all clients authorized for these services. In the event that contracted work is no longer available or insufficient to maintain a GSE work site, the provider is expected to notify the County to determine appropriate next steps related to client authorization.
2. Ensure compensation in accordance with applicable federal and state laws and regulation. This includes, but is not limited to section 14 (C) of the Federal Fair Labor Standards Act (FLSA), RCW 39.12.022 and WAC 299-127-400 through 407 related to payment of sub-prevailing wage.
3. Work towards establishing permanent integrated employment at or above minimum wage.

D. Community Access Services will:

1. Focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed. Segregated and specialized activities are those which are organized and designed for individuals based on their disability.
2. Not be provided simultaneously with employment services.
3. Ensure health and safety, positive image and relationships in the community, increased competence and individualized skill-building, and other expected benefits of Community Access. Services will occur individually or in a group of no more than 2 or 3 individuals with similar interest and needs.
4. Allow a client to discontinue services in order pursue work and to receive employment support at any time.

VII. Program Implementation Requirements

The Developmental Disabilities Program Implementation Guide, Employment and Community Access Services is incorporated by reference into the Scope of Work as presently adopted or subsequently amended and can be located at [http://www.whatcomcounty.us/health/contracting.jsp](http://www.whatcomcounty.us/health/contracting.jsp)

The purpose of the Program Implementation Guide is to detail implementation requirements including policy and procedure for Pathways to Employment and Community Access services.
EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract is DSHS/DDA and includes state dollars and federal Medicaid match. Total compensation for the contract is variable, depending upon the number of individual clients and service levels authorized by DSHS/DDA and the County. This is a vendor agreement and not a subrecipient agreement.

The Whatcom County rate structure employs an hourly fee for services system.

The County will pay the contractor for services delivered to DSHS/DDA authorized clients.

- Service levels are individualized, based on assessed client need
- The service hours authorized for each client is mutually agreed upon by DDA, the County and the contractor.
- Limits to client service authorizations are established in Washington Administrative Code (WAC) 388-828-7020.
- Funding is allocated for services delivered to an individual client. The client’s service allocation and funding will follow the client in the event that they choose to receive services through another contractor.
- The billing unit for services is hourly.

I. Billing and Payment

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format provided by the County. A complete billing includes both an invoice coversheet and attached client service documentation. The Contractor shall send invoices and service documentation to the following address.

   Jessica Lee
   Whatcom County Health Department
   Human Services Division
   509 Girard Street
   Bellingham, WA 98225
   jlee@co.whatcom.wa.us

2. The County must receive all invoices and supporting documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. All invoice corrections or modifications must be submitted no later than forty five (45) days after the last day of the month in which the services were provided.

3. Payment by the County will be considered timely if it is made within thirty (30) days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than thirty (30) days after the expiration of this contract. Invoices and invoice corrections or modifications related to work done prior to December 31 of the contract year will be accepted no later than January 15 following the end of the County fiscal year (i.e. December 31).

4. The Contractor will not be paid for any billings or invoices for services occurring prior to the execution of the Contract or after its termination.

5. The Contractor shall not bill the County for service performed or provided under this contract if the Contractor has been or will be paid for the same service by any other source. Such sources include, but are not limited to, the Division of Vocational Rehabilitation, Social Security Work Incentives such as Plans for Achieving Self Support.
(PASS), or Impairment Related Work Expense (IRWE). The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

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

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

7. A total annual funding authorization for all clients will be communicated to the contractor at the start of the contract year. The funding authorization may be amended, based on use, over the course of the contract year without contract amendment. Expenditures may not exceed the total funding authorization approved by the County and in no case will exceed the total available funding restricted to these services.

II. Reporting

1. Reporting on client services will be made monthly with the invoice for services through the established DSHS/DDA County Billing and Reporting process in the format provided by the County. Data elements and definitions for each category of service are outlined by DSHS/DDA in the CMIS billing instructions found at: http://www1.dshs.wa.gov/DDA/counties.shtml

2. The Contractor will provide other reports as developed and required by DSHS/DDA and the County during the term of the contract.

III. Additional Provisions

1. In determining the service level associated with each individual client, the primary service obligation is to meet the needs of the individual client related to his or her service goals, within the limits and requirements established in Washington Administrative Code (WAC).

2. Service levels proposed by the contractor must be approved by the County and authorized by the DDA Case Resource Manager. (CRM)

3. Payment will be made on an hourly basis for all staff support hours provided, up to, but not to exceed the monthly support hours authorized for each client.

4. Authorized service levels documented in the DSHS/Case Management Information System (CMIS) database will take precedence in the event of any inconsistency or conflict. The current maximum authorized service level will be downloaded from the DSHS/CMIS database and provided to the Contractor on the monthly billing report.

5. The Contractor may propose a change in service level through the process established in the County Program Implementation Guide.

6. Funds received from the County shall not be used to provide cash benefit to the supported individual, whether salary, bonuses, or benefits.

7. The Contractor agrees to assign to the County its Medicaid waiver billing rights for services to DDA clients eligible under Title XIX programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County. (See Exhibit D)
IV: Reimbursement Rates for Pathways to Employment and Community Access Services

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Rate</th>
<th>Funding source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Employment</td>
<td>Individualized staff support authorized up to 23 hours a month per client</td>
<td>$67/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.64</td>
</tr>
<tr>
<td>Individual Employment</td>
<td>Individualized staff support authorized greater than 23 hours a month per client *</td>
<td>$45/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.64</td>
</tr>
<tr>
<td>Group supported</td>
<td>Shared staff support within the GSE setting and individualized staff support outside of the GSE setting as authorized</td>
<td>$62/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.62</td>
</tr>
<tr>
<td>Community Access</td>
<td>Individualized support in integrated community settings</td>
<td>$30/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.67</td>
</tr>
</tbody>
</table>

*i.e. service levels authorized above 23 hours a month will be paid at a lower hourly rate. Both the rate and the service level are attached to the client's authorization approved by DSHS/DDA. This means that if the actual number of hours provided falls below 23, the lower hourly rate will still apply.

V. Other Reimbursable Activities

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Reimbursement</th>
<th>Funding source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Training</td>
<td>Training for Contractor's staff for the purpose of improving, or enhancing job-related knowledge and skills in the provision of developmental disabilities services.</td>
<td>Reimbursement for actual costs, pre-approved by the County. Travel and accommodation costs will be reimbursed according to Section 8.3 in the County Implementation Guide</td>
<td>DSHS/DDA Funding in accordance with BARS 568.31 And local funds</td>
</tr>
<tr>
<td>Partnership Project</td>
<td>Time spent in collaboration with school districts, Division of Vocational Rehabilitation staff, families, employers and other community collaborators to provide employment services to young adults with developmental disabilities during the school year they turn 21.</td>
<td>$55/hour not to exceed funding authorized in writing by the County per eligible student. Billable activities include those listed in Exhibit A, Scope of Work, Section III B.</td>
<td>DSHS/DDA funding in accordance with BARS 568.94 And local funds</td>
</tr>
</tbody>
</table>
Non Profit Insurance Program

CERTIFICATE OF INSURANCE

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

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

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>COMPANIES AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canfield</td>
<td>GENERAL LIABILITY</td>
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<td>American Alternative Insurance Corporation</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td></td>
<td>American Alternative Insurance Corporation</td>
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<td></td>
<td>American Alternative Insurance Corporation</td>
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<tr>
<td></td>
<td>MISCELLANEOUS PROFESSIONAL LIABILITY</td>
</tr>
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</table>

| INSURED | |
|---------| |
| Whatcom County Council on Aging |  |
| 315 Hall St |  |
| Bellingham, WA 98225 |  |

<table>
<thead>
<tr>
<th>COVERAGES</th>
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<tbody>
<tr>
<td>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</td>
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<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF DATE</th>
<th>POLICY EXP DATE</th>
<th>DESCRIPTION</th>
<th>LIMITS</th>
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<tr>
<td>GENERAL LIABILITY</td>
<td>N1-A2-RL-0000013-04</td>
<td>06/01/2012</td>
<td>06/01/2013</td>
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<td></td>
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<td></td>
<td>PER MEMBER AGGREGATE</td>
<td>$10,000,000</td>
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<td>PRODUCT-COMPKIP</td>
<td>$5,000,000</td>
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<td>PERSONAL &amp; ADV. INJURY</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>06/01/2012</td>
<td>06/01/2013</td>
<td>COMBINED SINGLE LIMIT</td>
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<td>ANNUAL POOL AGGREGATE</td>
<td>NONE</td>
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<tr>
<td>PROPERTY</td>
<td>N1-A2-RL-0000013-04</td>
<td>06/01/2012</td>
<td>06/01/2013</td>
<td>ALL RISK PER OCC EXCL EQ &amp; FL EARTHQUAKE PER OCC FLOOD PER OCC ANNUAL POOL AGGREGATE</td>
<td>$50,000,000 EXCLUDED</td>
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<td>06/01/2012</td>
<td>06/01/2013</td>
<td>PER CLAIM</td>
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<td></td>
<td></td>
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<td>ANNUAL POOL AGGREGATE</td>
<td>NONE</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Evidence of Insurance.

CANCELLATION

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

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
<th>AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>WCHHS</td>
<td>Angela Eloff</td>
</tr>
<tr>
<td>1000 N, Forest St., Ste. 203</td>
<td>Bellingham, WA 98225</td>
</tr>
</tbody>
</table>
EXHIBIT "D"

(ASSIGNMENT OF MEDICAID BILLING RIGHTS)

The County, through its agreement with the Department of Social and Health Services (DSHS), Developmental Disabilities Administration (DDA), must ensure that all County contracted providers assign their Medicaid waiver billing rights to the County. DSHS, as the single state Medicaid agency, has administrative authority for Title XIX coverage of services for people with developmental disabilities per 42 CFR 431.10. The County only has responsibility for services covered under its contract with DSHS/DDA. The Contractor agrees, by signing below, to assign to the County its Medicaid waiver billing rights for services to DDA clients eligible under the Title XIX programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County.

[Signature]
Authorized Signature

5/31/2013
Date
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>pj</td>
<td>5/2/13</td>
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<td></td>
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<tr>
<td>Division Head:</td>
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<tr>
<td>Dept. Head:</td>
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<tr>
<td>Prosecutor:</td>
<td>dlp</td>
<td>05/21/13</td>
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<tr>
<td>Purchasing/Budget:</td>
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<td>5/21/13</td>
<td></td>
<td></td>
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<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td>11/10/13</td>
<td></td>
<td></td>
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</table>

**TITLE OF DOCUMENT:** Contract between Whatcom County and Service Alternatives, Inc.

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

**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.)

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible adults with developmental disabilities. Pathways to Employment services are services designed to assist individuals with developmental disabilities to pursue and maintain paid employment in community settings. Community Access Services are designed to assist individuals to participate in activities, events, and organizations in the community in ways similar to other adults of retirement age without disabilities. Through this program in 2012 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $375,450.00

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Service Alternatives, Inc., New Contract for Services to Individuals with Developmental Disabilities
DATE: June 3, 2013

Enclosed are two (2) originals of contract between Whatcom County and Service Alternatives for your review and signature.

- **Background and Purpose**
  The purpose of this contract is to provide "Pathways to Employment" and "Community Access" services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase independence and inclusion in the community. In 2012 an average of 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities.

- **Funding Amount and Source**
  The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. Funding includes state dollars and federal Medicaid match. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $375,450.00. County Council approval is required and an Agenda Bill is attached.

- **Differences from Previous Contract**
  This is a new contract being issued pursuant to RFQ #13-25.

Please contact Jessica Lee at extension 32014, 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>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Jessica Lee</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Service Alternatives, Inc.</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) ________________________
CFDA number ________________________

Is this contract grant funded?
Yes _X_ No ___
If yes, associated Whatcom County grant contract number(s) TBD
(DSHS/DDD Revenue Contract in Process)

Is this contract the result of a RFP or Bid process?
Yes _X_ No ____
If yes, RFP and Bid number(s) __RFQ# 13-25__
Cost Center: 673800

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)
$ __ varies depending on number of clients and types of services authorized __

This Amendment Amount:
$ ________________________
Total Amended Amount:
$ ________________________

Scope of Services: [Insert language from contract (Exhibit A) or summarize; expand space as necessary]
The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase the individual’s independence and inclusion in the community.

Term of Contract: 7/1/2013 – 6/30/2014
Expiration Date: 6/30/2014

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]
1. Prepared by: __ pi __
2. Attorney reviewed: Daniel L. Gibson
3. AS Finance reviewed: mde
4. IT reviewed if IT related
5. Corrections made: Daniel L. Gibson
6. Contractor signed: __
7. Submitted to Exec Office __
8. Reviewed by DCA __
9. Council approved (if necessary) __
10. Executive signed: __
11. Contractor Original Returned to dept: __
12. Contractor Original to Council __
13. Date __________

Date 5/2/13 [electronic]
Date 05/21/13 [electronic]
Date 05/21/13 [electronic]
Date 05/21/13 [electronic] hard copy printed
Date 6-5-13 [summary via electronic; hardcopies]
CONTRACT FOR SERVICES
Employment Services

Service Alternatives, 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 9
- Exhibit A (Scope of Work), pp. 10 to 14
- Exhibit B (Compensation), pp. 15 to 17
- Exhibit C (Certificate of Insurance), p. 18
- Exhibit D (Assignment of Medicaid Billing Rights), p. 19
- Exhibit E (E-Verify Declaration), p. 19

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

The term of this Agreement shall commence on the 1st day of July, 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2014.

The general purpose or objective of this Agreement is to provide employment or retirement services to individuals with developmental disabilities, 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 agreement or for any renewal term will vary, depending upon the number of clients authorized for service by the Washington State Department of Social and Health Services, Division of Developmental Disabilities. The Contract Number, set forth above, shall be included on all billing 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 ______________, 2013.

CONTRACTOR:

Service Alternatives, Inc.

[Signature]

STATE OF WASHINGTON
)
COUNTY OF Island ) ss.

On this ___ day of May, 2013, before me personally appeared Phillip Antonio Saunsoaicie to me known to be the Director (title) of Service Alternatives, Inc. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

ANGI M. ROBERTS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 25, 2015
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager
Date 5/29/13

Regina Delahunty, Department Director
Date 6/3/13

Approved as to form:

Elizabeth L. Gallery, Deputy Prosecuting Attorney
Date 6/3/13

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 ____________________.

Service Alternatives, Inc.
909 S E Everett Mall Way, Ste. C-345
Everett, WA 98208
Contact: Anton Saunaucie, Director of Community and Employment Services
Phone: 425-326-6089
Email: asaunaucie@servalt-ces.com
GENERAL CONDITIONS

Series 00-09: Provisions Related to Nature and Purpose 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:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than four years.

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.
21.1 **Taxes:**
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

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

22.1 **Withholding Payment:**
In the event the County’s Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the time set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to the 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.
30.2 **Assignment and Subcontracting:**
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

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

31.2 **Patent/Copyright Infringement:** Not Applicable

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

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

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

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

a. **Professional Liability** - $1,000,000 per occurrence:
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

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 or account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

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

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

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

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

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

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Jessica Lee, Developmental Disabilities Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724 ext.#32014
jlee@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. Notices may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

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

38.3 E-Verify:
The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and subcontracts 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.ssols.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 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.

d. Arbitration: Not Applicable

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

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

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

I. Background

The purpose of this contract is to provide "Pathways to Employment" and "Community Access" services to eligible individuals with developmental disabilities. Pathways to Employment services assist working age adults pursue and maintain paid employment in integrated community settings. Community Access Services increase independence and inclusion in the community for those in retirement or no longer seeking employment.

All services are individualized to reflect the individual’s interests, strengths, gifts, talents, and service goals.

This contract reflects the community values and goals of the Whatcom County Developmental Disabilities Advisory Board, the Whatcom County Developmental Disabilities program, the Washington Department of Social and Health Services (DSHS) work order for the current biennium and the County Guidelines published by DSHS and available at http://www.dshs.wa.gov/pdf/adsa/ddd/c_guidelines.pdf.

II. Service Types

The contractor has applied for and been accepted as a qualified provider for the services indicated, below.

☑ Individual Supported Employment
☐ Group Supported Employment
☑ Community Access

These services are defined in the table below, based on the definitions found in the DSHS/ Budgeting, Accounting, and Reporting System (BARS).
<table>
<thead>
<tr>
<th>Service Type</th>
<th>Service Description</th>
<th>Service Goals</th>
</tr>
</thead>
</table>
| Individual Supported Employment (BARS 568.64) | - These services are part of an individual’s pathway to integrated employment in typical community jobs.  
- These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state’s minimum wage in the general workforce.  
- These services may include intake, discovery, assessment, job preparation, job marketing, job supports, recordkeeping and on-going support to maintain a job.                                                                                                                                                                                                                                                                                                                                                                                                                  | - Establish employment opportunities for participants in local businesses on a one-person/one-job basis, self-employment, or other paid work options regardless of the level of disability  
- Develop relationships with and support from co-workers without disabilities (i.e. Natural supports)  
- Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses (i.e. earning a living wage)  
- Develop job and life skills necessary to lead a more independent life  
- Make measurable progress toward the individual’s employment goals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Group Supported Employment (BARS 568.62) | - These services are part of an individual’s pathway to integrated employment in typical community jobs.  
- These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting.  
- The service outcome of GSE is sustained paid employment leading to further career development in integrated employment at or above minimum wage.  
- Examples include enclaves, mobile crew and other business models employing small groups of workers with disabilities in integrated employment in community settings.                                                                                                                                                                                                                                                                                                                                 | - Establish supervised employment and training opportunities for small groups of participants within local business, industry and community settings.  
- Develop relationships with and support from co-workers without disabilities (i.e. Natural supports)  
- Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses (i.e. earning a living wage)  
- Develop job and life skills necessary to lead a more independent life  
- Make measurable progress toward the individual’s employment goals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Community Access Services (BARS 568.67) | - These individualized services are provided in typical integrated community settings for individuals in retirement.  
- Services will promote individualized skill development; independent living and community integration for person’s to learn how to actively and independently engage in their local community.  
- Activities will provide opportunity to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion.  
- These services may be authorized instead of employment support for working age individuals who have received nine months of employment support, have not found a job and decide not to continue looking for work.                                                                                                                                                                                                                                                                                                                                 | - Participation in integrated community activities of clients’ choice similar to individuals without disabilities of the same age.  
- Membership/leadership in local community clubs and associations based on interest and culture  
- Foster connections between persons with disabilities and persons without disabilities who are not paid developmental disabilities staff  
- Enhance or maintain the persons’ competence, integration, physical or mental skill.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
III. Statement of Work

The Contractor will develop an individualized service plan for each client based on his or her interests, skills and abilities. Support will be provided as defined below to make measurable progress toward the client’s service goals as outlined in the plan.

A. Client support

"Support" provided in the implementation of client services, as referenced herein, is defined as staff time spent on behalf of the program client to achieve community employment or access goals. In addition to those activities specifically outlined within the billable activities, below, "support" when used within a definition typically refers to one of the three following activities:

- Monitoring of client employment or community access activities (e.g., ensuring safety, quality etc.);
- Providing verbal or physical reminders or prompts for the client to successfully complete or engage in employment or community access activities; or
- Providing partial or total 1:1 physical assistance to allow the client to successfully complete or engage in employment or community access activities.

B. Pathway to Employment Billable Support Activities

Pathway to Employment includes both Individual Employment (IE) and Group Supported Employment (GSE). Billable support activities for Pathway to Employment services are found on the Washington State Department of Social & Health Services Developmental Disabilities Administration (DSHS/DDA) website, and may be amended or updated with prior notification by the County without a contract amendment.


C. Community Access Billable Support Activities

Billable support activities for Community Access services are found on the DSHS/DDA website, and may be amended or updated with prior notification by the County without a contract amendment.


D. Individualized Plan for Services

The Contractor is required to have a written, individualized service plan for each client, completed within 60 days of County authorization. This individual plan is meant to be the "driver" or basis for support services delivered by the Contractor. The individual plan must be updated and reviewed at least annually by the planning team, as described below.

The individual plan requires the development of a planning team including the client, client’s guardian when applicable, DSHS/DDA Case Resource Manager, and others identified by the client to provide input. At a minimum, the DSHS/DDA Case Resource Manager and the individual/guardian will receive a copy of the completed plan. Other members of the planning team may request a copy with the client’s permission.

Required elements of both Pathways to Employment and Community Access plans are outlined in the County Program Implementation Guide, referenced in Section VII.
E. Progress Updates

For all clients, the Contractor shall document measureable progress toward achieving the individual’s service goals every 6 months in a format approved by the County. Six (6) month progress updates must be sent to the DSHS/DDA Case Resource Manager and the client/guardian.

If clients receiving Individual Employment or Group Supported Employment services have not obtained paid employment at minimum wage or better within six (6) months the contractor will:

- Review the progress toward service goals
- Provide evidence of consultation with the family/client
- Develop additional strategies with the family/client, county staff, employment support staff and case manager as appropriate. Strategies may include technical assistance, changing to a new provider and/or additional resources as needed to support employment goals.
- Document the additional/new strategies developed for each client with the client’s file.

If after 12 months the client remains unemployed, an additional review will be conducted. The Contractor will address steps outlined in the previous six month progress report in the next 6 month progress report. The client may request to participate in Community Access activities or the client can choose to remain in an employment program. Individuals requesting to participate in Community Access activities will be referred to his/her DSHS/DDA Case Resource Manager.

V. Service Requirements

A. All Services will:

1. Be individualized and unique to the client’s Individualized Pathway to Employment or Community Access Plan.
2. Ensure continued movement toward inclusive settings, integration and connection with others in the community without disabilities.
3. Provide supports in a variety of settings and in a broad range of activities that will contribute to his/her individual service goals.
4. Provide staff and training interventions at appropriate levels to safely and effectively meet the needs of the clients.
5. Promote independence through skill development and training, including the effective use of public transportation.
6. Implement curriculum, work activities, routines, and other materials used to facilitate learning that are relevant to the age and individual needs of each client.
7. Emphasize the development of natural community supports for clients, in conjunction with, but not an over-reliance on, public funds. Natural supports are those provided by individuals in the work or community environment who are not paid to support the client.
8. Demonstrate measurable progress toward achieving the client's individualized service goals.
9. Include at minimum monthly contact by the contractor.
10. Provide support to the client at a service level proposed by the Contractor, approved by the County and authorized by the DSHS/DDA Case Resource Manager. Service levels will be authorized in accordance with:
   - Washington Administrative Code (WAC) 388-828-9325 through 9360 for Employment Services
- Washington Administrative Code (WAC) WAC 388-828-9300 through 9310 for Community Access Services
- County Implementation Guide for Employment and Community Access Services

B. All Employment Services will:

1. Emphasize maximum integration with co-workers without disabilities. All efforts will be made to promote employer responsibility for workers with disabilities, including exploration of direct employment of clients by the business/industry in Group Supported Employment.
2. Ensure that pay for work performed is commensurate with pay to other employees doing the same type and amount of work.
3. Ensure that all individuals, regardless of their disability, are provided the opportunity to pursue employment. Some participants may need more support than others and may spend a significant amount of time in activities that will prepare the participant for future community employment.

C. Group Supported Employment (GSE) will:

1. Ensure paid work/paid training is available for all clients authorized for these services. In the event that contracted work is no longer available or insufficient to maintain a GSE work site, the provider is expected to notify the County to determine appropriate next steps related to client authorization.
2. Ensure compensation in accordance with applicable federal and state laws and regulation. This includes, but is not limited to section 14 (C) of the Federal Fair Labor Standards Act (FLSA), RCW 39.12.022 and WAC 299-127-400 through 407 related to payment of sub-prevailing wage.
3. Work towards establishing permanent integrated employment at or above minimum wage.

D. Community Access Services will:

1. Focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed. Segregated and specialized activities are those which are organized and designed for individuals based on their disability.
2. Not be provided simultaneously with employment services.
3. Ensure health and safety, positive image and relationships in the community, increased competence and individualized skill-building, and other expected benefits of Community Access. Services will occur individually or in a group of no more than 2 or 3 individuals with similar interest and needs.
4. Allow a client to discontinue services in order pursue work and to receive employment support at any time.

VII. Program Implementation Requirements


The purpose of the Program Implementation Guide is to detail implementation requirements including policy and procedure for Pathways to Employment and Community Access services.
EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract is DSHS/DDA and includes state dollars and federal Medicaid match. Total compensation for the contract is variable, depending upon the number of individual clients and service levels authorized by DSHS/DDA and the County. This is a vendor agreement and not a subrecipient agreement.

The Whatcom County rate structure employs an hourly fee for services system.

The County will pay the contractor for services delivered to DSHS/DDA authorized clients.

- Service levels are individualized, based on assessed client need
- The service hours authorized for each client is mutually agreed upon by DDA, the County and the contractor.
- Limits to client service authorizations are established in Washington Administrative Code (WAC) 388-828-7020.
- Funding is allocated for services delivered to an individual client. The client’s service allocation and funding will follow the client in the event that they choose to receive services through another contractor.
- The billing unit for services is hourly.

I. Billing and Payment

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format provided by the County. A complete billing includes both an invoice coversheet and attached client service documentation. The Contractor shall send invoices and service documentation to the following address:

   Jessica Lee
   Whatcom County Health Department
   Human Services Division
   509 Girard Street
   Bellingham, WA 98225
   jlee@co.whatcom.wa.us

2. The County must receive all invoices and supporting documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. All invoice corrections or modifications must be submitted no later than forty five (45) days after the last day of the month in which the services were provided.

3. Payment by the County will be considered timely if it is made within thirty (30) days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than thirty (30) days after the expiration of this contract. Invoices and invoice corrections or modifications related to work done prior to December 31 of the contract year will be accepted no later than January 15 following the end of the County fiscal year (i.e. December 31).

4. The Contractor will not be paid for any billings or invoices for services occurring prior to the execution of the Contract or after its termination.

5. The Contractor shall not bill the County for service performed or provided under this contract if the Contractor has been or will be paid for the same service by any other source. Such sources include, but are not limited to, the Division of Vocational Rehabilitation Social Security Work Incentives such as Plans for Achieving Self Support.
(PASS), or Impairment Related Work Expense (IRWE). The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

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

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

7. A total annual funding authorization for all clients will be communicated to the contractor at the start of the contract year. The funding authorization may be amended, based on use, over the course of the contract year without contract amendment. Expenditures may not exceed the total funding authorization approved by the County and in no case will exceed the total available funding restricted to these services.

II. Reporting

1. Reporting on client services will be made monthly with the invoice for services through the established DSHS/DDA County Billing and Reporting process in the format provided by the County. Data elements and definitions for each category of service are outlined by DSHS/DDA in the CMIS billing instructions found at: http://www1.dshs.wa.gov/DDA/counties.shtml

2. The Contractor will provide other reports as developed and required by DSHS/DDA and the County during the term of the contract.

III. Additional Provisions

1. In determining the service level associated with each individual client, the primary service obligation is to meet the needs of the individual client related to his or her service goals, within the limits and requirements established in Washington Administrative Code (WAC).

2. Service levels proposed by the contractor must be approved by the County and authorized by the DDA Case Resource Manager (CRM).

3. Payment will be made on an hourly basis for all staff support hours provided, up to, but not to exceed the monthly support hours authorized for each client.

4. Authorized service levels documented in the DSHS/Case Management Information System (CMIS) database will take precedence in the event of any inconsistency or conflict. The current maximum authorized service level will be downloaded from the DSHS/CMIS database and provided to the Contractor on the monthly billing report.

5. The Contractor may propose a change in service level through the process established in the County Program Implementation Guide.

6. Funds received from the County shall not be used to provide cash benefit to the supported individual, whether salary, bonuses, or benefits.

7. The Contractor agrees to assign to the County its Medicaid waiver billing rights for services to DDA clients eligible under Title XIX programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County. (See Exhibit D)
IV: Reimbursement Rates for Pathways to Employment and Community Access Services

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Rate</th>
<th>Funding source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Employment</td>
<td>Individualized staff support authorized up to 23 hours a month per client</td>
<td>$67/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.64</td>
</tr>
<tr>
<td>Individual Employment</td>
<td>Individualized staff support authorized greater than 23 hours a month per client *</td>
<td>$45/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.64</td>
</tr>
<tr>
<td>Group supported employment</td>
<td>Shared staff support within the GSE setting and individualized staff support outside of the GSE setting as authorized</td>
<td>$62/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.62</td>
</tr>
<tr>
<td>Community Access</td>
<td>Individualized support in integrated community settings</td>
<td>$30/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.67</td>
</tr>
</tbody>
</table>

* i.e. service levels authorized above 23 hours a month will be paid at a lower hourly rate. Both the rate and the service level are attached to the client's authorization approved by DSHS/DDA. This means that if the actual number of hours provided falls below 23, the lower hourly rate will still apply.

V. Other Reimbursable Activities

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Reimbursement</th>
<th>Funding source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Training</td>
<td>Training for Contractor's staff for the purpose of improving, or enhancing job-related knowledge and skills in the provision of developmental disabilities services.</td>
<td>Reimbursement for actual costs, pre-approved by the County. Travelling and accommodation costs will be reimbursed according to Section 8.3 in the County Implementation Guide.</td>
<td>DSHS/DDA Funding in accordance with BARS 568.31 And local funds</td>
</tr>
<tr>
<td>Partnership Project (School to Work)</td>
<td>Time spent in collaboration with school districts, Division of Vocational Rehabilitation staff, families, employers and other community collaborators to provide employment services to young adults with developmental disabilities during the school year they turn 21.</td>
<td>$55/hour not to exceed funding authorized in writing by the County per eligible student. Billable activities include those listed in Exhibit A, Scope of Work, Section III B.</td>
<td>DSHS/DDA funding in accordance with BARS 568.94 And local funds</td>
</tr>
</tbody>
</table>
### Coverage Details

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Liability</strong></td>
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<td></td>
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<tr>
<td>Claim-Made</td>
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<td>05/22/2013</td>
<td>05/22/2014</td>
<td>Each Occurrence: $1,000,000</td>
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<tr>
<td><strong>Automobile Liability</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>All Owned Autos</td>
<td>PHPK1018784</td>
<td>05/22/2013</td>
<td>05/22/2014</td>
<td>Combined Single Limit (Per Accident): $1,000,000</td>
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<tr>
<td>Non-Owned Autos</td>
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<td></td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles**

It is hereby agreed that Whatcom County Health Department is added as Additional Insured as respects insureds operations. Form CG 2026 attached.

**Certificate Holder**

Whatcom County Health Department  
509 Girard St.  
Bellingham, WA 98225

**Cancellation**

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

**Authorized Representative**

[Signature]

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EXHIBIT "D"

(ASSIGNMENT OF MEDICAID BILLING RIGHTS)

The County, through its agreement with the Department of Social and Health Services (DSHS), Developmental Disabilities Administration (DDA), must ensure that all County contracted providers assign their Medicaid waiver billing rights to the County. DSHS, as the single state Medicaid agency, has administrative authority for Title XIX coverage of services for people with developmental disabilities per 42 CFR 431.10. The County only has responsibility for services covered under its contract with DSHS/DDA. The Contractor agrees, by signing below, to assign to the County its Medicaid waiver billing rights for services to DDA clients eligible under the Title XIX programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County.

[Signature]

Authorized Signature

[Date]

S. 28' 15

Date
EXHIBIT "E"
(E-Verify Declaration)

Firm Name: Service Alternatives, Inc

Proposal/Bid/Invitation/Solicitation No. RFQ 13-25

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: 5-28-13

SIGNATURE:

PRINTED NAME: Antoin Saunie
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>pj</td>
<td>5/2/13</td>
<td></td>
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</tr>
<tr>
<td>Division Head:</td>
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<td>6/4/13</td>
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<tr>
<td>Dept. Head:</td>
<td>dlb</td>
<td>6/5/13</td>
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<td>Prosecutor:</td>
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<td>6/21/13</td>
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<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
<td>m/n</td>
<td>6/10/13</td>
<td></td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Contract between Whatcom County and Work Opportunities

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

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

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

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible adults with developmental disabilities. Pathways to Employment services are services designed to assist individuals with developmental disabilities to pursue and maintain paid employment in community settings. Community Access Services are designed to assist individuals to participate in activities, events, and organizations in the community in ways similar to other adults of retirement age without disabilities. Through this program in 2012 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $293,266.00

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Work Opportunities, New Contract for Services to Individuals with Developmental Disabilities
DATE: June 5, 2013

Enclosed are two (2) originals of contract between Whatcom County and Work Opportunities for your review and signature.

- **Background and Purpose**
  The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase independence and inclusion in the community. In 2012 an average of 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities.

- **Funding Amount and Source**
  The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. Funding includes state dollars and federal Medicaid match. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $293,266.00. County Council approval is required and an Agenda Bill is attached.

- **Differences from Previous Contract**
  This is a new contract being issued pursuant to RFQ #13-25.

Please contact Jessica Lee at extension 32014, if you have any questions or concerns regarding the terms of this agreement.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Jessica Lee</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Work Opportunities</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**
- Yes X No __
- If not, is this an Amendment or Renewal to an Existing Contract?
- Yes ___ No ___

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

**Is this contract grant funded?**
- Yes X No __
- If yes, associated Whatcom County grant contract number(s) TBD
  (DSHS/DDD Revenue Contract in Process)

**Is this contract the result of a RFP or Bid process?**
- Yes X No ___
- If yes, RFP and Bid number(s) _RFQ# 13-25_ Cost Center: _673800_

**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 contractamt and any prior amendments)
- $ varies depending on number of clients and types of services authorized

**This Amendment Amount:**
- $

**Total Amended Amount:**
- $

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

The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase the individual’s independence and inclusion in the community.

**Term of Contract:** 7/1/2013 – 6/30/2014 | **Expiration Date:** 6/30/14

**Contract Routing Steps & Signoff:**
- [sign or initial] [indicate date transmitted]
- 1. Prepared by: __pf__ Date 5/2/13 [electronic]
- 2. Attorney reviewed: Daniel L. Gibson Date 05/21/13 [electronic]
- 3. AS Finance reviewed: mdc __MV__ Date 5/21/13 [electronic]
- 4. IT reviewed if IT related ___ Date ___ [electronic] hard copy printed
- 5. Corrections made: ___ Date 05/21/13
- 6. Attorney signoff: Daniel L. Gibson Date 5-28-13
- 7. Contractor signed: ___ Date 5-28-13 [summary via electronic; hardcopies]
- 8. Submitted to Exec Office ___ Date 6-7-13
- 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 ___
CONTRACT FOR SERVICES
Employment Services

Work Opportunities hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 9
- Exhibit A (Scope of Work), pp. 10 to 14
- Exhibit B (Compensation), pp. 15 to 17
- Exhibit C (Certificate of Insurance), p. 18
- Exhibit D (Assignment of Medicaid Billing Rights), p. 19
- Exhibit E (E-Verify Declaration), p. 19

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

The term of this Agreement shall commence on the 1st day of July, 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2014.

The general purpose or objective of this Agreement is to provide employment or retirement services to individuals with developmental disabilities, 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 will vary, depending upon the number of clients authorized for service by the Washington State Department of Social and Health Services, Division of Developmental Disabilities. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 28th day of May, 2013.

CONTRACTOR: Carrie Morehouse

Carrie Morehouse, Director of Vocational Services
(Type in Name & Title of Signatory)

STATE OF WASHINGTON )
COUNTY OF Whatcom ) ss.

On this 28th day of May, 2013, before me personally appeared Carrie Morehouse, to me known to be the Voc Soc Director (title) of the Contractor (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at
Notarized: My commission expires 7-24-16.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager 6/4/13

Regina A. Delahunt, Department Director 6/5/13

Approved as to form:

Elizabeth L. Gallery, Deputy Prosecuting Attorney 6/7/13

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 ____________________.

Work Opportunities
192 E. Bakerview Rd., #202
Bellingham, WA 98226
Contact: Tera Contezac, Whatcom Program Manager
Phone: 360-483-7873
Email: tera@workopportunities.org
GENERAL CONDITIONS

Series 00-09: Provisions Related to Administration of Agreement

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

23.1 Labor Standards:
The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.140, 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 labor 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 maintains a separate place of business, serves clients other than the County, will report all income and expenses accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

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

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

31.2 Patent/Copyright Infringement: Not Applicable

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

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

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

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

a. Professional Liability - $1,000,000 per occurrence:
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

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

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

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

Jessica Lee, Developmental Disabilities Program Specialist
Whatcom County Health Department
509 Grand Street
Bellingham, WA 98225
(360) 676-6724 ext.#32014
jlee@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 principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

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

38.3 E-Verify:
The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and subcontracts 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 “employed” 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 Immigrant 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 eligibility 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 and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

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

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

I. Background

The purpose of this contract is to provide "Pathways to Employment" and "Community Access" services to eligible individuals with developmental disabilities. Pathways to Employment services assist working age adults pursue and maintain paid employment in integrated community settings. Community Access Services increase independence and inclusion in the community for those in retirement or no longer seeking employment.

All services are individualized to reflect the individual’s interests, strengths, gifts, talents, and service goals.

This contract reflects the community values and goals of the Whatcom County Developmental Disabilities Advisory Board, the Whatcom County Developmental Disabilities program, the Washington Department of Social and Health Services (DSHS) work order for the current biennium and the County Guidelines published by DSHS and available at http://www.dshs.wa.gov/pdf/adsa/ddd/c_guidelines.pdf.

II. Service Types

The contractor has applied for and been accepted as a qualified provider for the services indicated, below.

☑ Individual Supported Employment
☐ Group Supported Employment
☑ Community Access

These services are defined in the table below, based on the definitions found in the DSHS/ Budgeting, Accounting, and Reporting System (BARS).
<table>
<thead>
<tr>
<th>Service Type</th>
<th>Service Description</th>
<th>Service Goals</th>
</tr>
</thead>
</table>
| Individual Supported Employment (BARS 568.64) | - These services are part of an individual's pathway to integrated employment in typical community jobs.  
- These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce.  
- These services may include intake, discovery, assessment, job preparation, job marketing, job supports, recordkeeping and on-going support to maintain a job. | - Establish employment opportunities for participants in local businesses on a one-person/one-job basis, self-employment, or other paid work options regardless of the level of disability.  
- Develop relationships with and support from co-workers without disabilities (i.e. Natural supports)  
- Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses (i.e. earning a living wage)  
- Develop job and life skills necessary to lead a more independent life  
- Make measurable progress toward the individual's employment goals |
| Group Supported Employment (BARS 568.62) | - These services are part of an individual's pathway to integrated employment in typical community jobs.  
- These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting.  
- The service outcome of GSE is sustained paid employment leading to further career development in integrated employment at or above minimum wage.  
- Examples include enclave, mobile crew and other business models employing small groups of workers with disabilities in integrated employment in community settings. | - Establish supervised employment and training opportunities for small groups of participants within local business, industry and community settings.  
- Develop relationships with and support from co-workers without disabilities (i.e. Natural supports)  
- Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses (i.e. earning a living wage)  
- Develop job and life skills necessary to lead a more independent life  
- Make measurable progress toward the individual's employment goals |
| Community Access Services (BARS 568.67) | - These individualized services are provided in typical integrated community settings for individuals in retirement.  
- Services will promote individualized skill development; independent living and community integration for person's to learn how to actively and independently engage in their local community.  
- Activities will provide opportunity to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion.  
- These services may be authorized instead of employment support for working age individuals who have received nine months of employment support, have not found a job and decide not to continue looking for work. | - Participation in integrated community activities of clients' choice similar to individuals without disabilities of the same age.  
- Membership/leadership in local community clubs and associations based on interest and culture  
- Foster connections between persons with disabilities and persons without disabilities who are not paid developmental disabilities staff  
- Enhance or maintain the persons' competence, integration, physical or mental skill. |
III. Statement of Work

The Contractor will develop an individualized service plan for each client based on his or her interests, skills and abilities. Support will be provided as defined below to make measureable progress toward the client’s service goals as outlined in the plan.

A. Client support

“Support” provided in the implementation of client services, as referenced herein, is defined as staff time spent on behalf of the program client to achieve community employment or access goals. In addition to those activities specifically outlined within the billable activities, below, “support” when used within a definition typically refers to one of the three following activities:

- Monitoring of client employment or community access activities (e.g., ensuring safety, quality etc.);
- Providing verbal or physical reminders or prompts for the client to successfully complete or engage in employment or community access activities; or
- Providing partial or total 1:1 physical assistance to allow the client to successfully complete or engage in employment or community access activities.

B. Pathway to Employment Billable Support Activities

Pathway to Employment includes both Individual Employment (IE) and Group Supported Employment (GSE). Billable support activities for Pathway to Employment services are found on the Washington State Department of Social & Health Services Developmental Disabilities Administration (DSHS/DDA) website, and may be amended or updated with prior notification by the County without a contract amendment.


C. Community Access Billable Support Activities

Billable support activities for Community Access services are found on the DSHS/DDA website, and may be amended or updated with prior notification by the County without a contract amendment.


D. Individualized Plan for Services

The Contractor is required to have a written, individualized service plan for each client, completed within 60 days of County authorization. This individual plan is meant to be the “driver” or basis for support services delivered by the Contractor. The individual plan must be updated and reviewed at least annually by the planning team, as described below.

The individual plan requires the development of a planning team including the client, client’s guardian when applicable, DSHS/DDA Case Resource Manager, and others identified by the client to provide input. At a minimum, the DSHS/DDA Case Resource Manager and the individual/guardian will receive a copy of the completed plan. Other members of the planning team may request a copy with the client’s permission.

Required elements of both Pathways to Employment and Community Access plans are outlined in the County Program Implementation Guide, referenced in Section VII.
E. Progress Updates

For all clients, the Contractor shall document measureable progress toward achieving the individual's service goals every 6 months in a format approved by the County. Six (6) month progress updates must be sent to the DSHS/DDA Case Resource Manager and the client/guardian.

If clients receiving Individual Employment or Group Supported Employment services have not obtained paid employment at minimum wage or better within six (6) months the contractor will:

- Review the progress toward service goals
- Provide evidence of consultation with the family/client
- Develop additional strategies with the family/client, county staff, employment support staff and case manager as appropriate. Strategies may include technical assistance, changing to a new provider and/or additional resources as needed to support employment goals.
- Document the additional/new strategies developed for each client with the client's file.

If after 12 months the client remains unemployed, an additional review will be conducted. The Contractor will address steps outlined in the previous six month progress report in the next 6 month progress report. The client may request to participate in Community Access activities or the client can choose to remain in an employment program. Individuals requesting to participate in Community Access activities will be referred to his/her DSHS/DDA Case Resource Manager.

V. Service Requirements

A. All Services will:

1. Be individualized and unique to the client's Individualized Pathway to Employment or Community Access Plan.
2. Ensure continued movement toward inclusive settings, integration and connection with others in the community without disabilities.
3. Provide supports in a variety of settings and in a broad range of activities that will contribute to his/her individual service goals.
4. Provide staff and training interventions at appropriate levels to safely and effectively meet the needs of the clients.
5. Promote independence through skill development and training, including the effective use of public transportation.
6. Implement curriculum, work activities, routines, and other materials used to facilitate learning that are relevant to the age and individual needs of each client.
7. Emphasize the development of natural community supports for clients, in conjunction with, but not an over-reliance on, public funds. Natural supports are those provided by individuals in the work or community environment who are not paid to support the client.
8. Demonstrate measurable progress toward achieving the client's individualized service goals.
9. Include at minimum monthly contact by the contractor.
10. Provide support to the client at a service level proposed by the Contractor, approved by the County and authorized by the DSHS/DDA Case Resource Manager. Service levels will be authorized in accordance with:
    - Washington Administrative Code (WAC) 388-828-9325 through 9360 for Employment Services
- Washington Administrative Code (WAC) WAC 388-828-9300 through 9310 for Community Access Services
- County Implementation Guide for Employment and Community Access Services

B. All Employment Services will:

1. Emphasize maximum integration with co-workers without disabilities. All efforts will be made to promote employer responsibility for workers with disabilities, including exploration of direct employment of clients by the business/industry in Group Supported Employment.
2. Ensure that pay for work performed is commensurate with pay to other employees doing the same type and amount of work.
3. Ensure that all individuals, regardless of their disability, are provided the opportunity to pursue employment. Some participants may need more support than others and may spend a significant amount of time in activities that will prepare the participant for future community employment.

C. Group Supported Employment (GSE) will:

1. Ensure paid work/paid training is available for all clients authorized for these services. In the event that contracted work is no longer available or insufficient to maintain a GSE work site, the provider is expected to notify the County to determine appropriate next steps related to client authorization.
2. Ensure compensation in accordance with applicable federal and state laws and regulation. This includes, but is not limited to section 14 (C) of the Federal Fair Labor Standards Act (FLSA), RCW 39.12.022 and WAC 299-127-400 through 407 related to payment of sub-prevailing wage.
3. Work towards establishing permanent integrated employment at or above minimum wage.

D. Community Access Services will:

1. Focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed. Segregated and specialized activities are those which are organized and designed for individuals based on their disability.
2. Not be provided simultaneously with employment services.
3. Ensure health and safety, positive image and relationships in the community, increased competence and individualized skill-building, and other expected benefits of Community Access. Services will occur individually or in a group of no more than 2 or 3 individuals with similar interest and needs.
4. Allow a client to discontinue services in order pursue work and to receive employment support at any time.

VII. Program Implementation Requirements

The Developmental Disabilities Program Implementation Guide, Employment and Community Access Services is incorporated by reference into the Scope of Work as presently adopted or subsequently amended and can be located at http://www.whatcomcounty.us/health/contracting.jsp

The purpose of the Program Implementation Guide is to detail implementation requirements including policy and procedure for Pathways to Employment and Community Access services.
EXHIBIT "B"  
(COMPENSATION)

The source of funding for this contract is DSHS/DDA and includes state dollars and federal Medicaid match. Total compensation for the contract is variable, depending upon the number of individual clients and service levels authorized by DSHS/ DDA and the County. This is a vendor agreement and not a subrecipient agreement.

The Whatcom County rate structure employs an hourly fee for services system.

The County will pay the contractor for services delivered to DSHS/DDA authorized clients.

- Service levels are individualized, based on assessed client need
- The service hours authorized for each client is mutually agreed upon by DDA, the County and the contractor
- Limits to client service authorizations are established in Washington Administrative Code (WAC) 388-828-7020.
- Funding is allocated for services delivered to an individual client. The client’s service allocation and funding will follow the client in the event that they choose to receive services through another contractor.
- The billing unit for services is hourly.

1. Billing and Payment

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format provided by the County. A complete billing includes both an invoice coversheet and attached client service documentation. The Contractor shall send invoices and service documentation to the following address:

   Jessica Lee  
   Whatcom County Health Department  
   Human Services Division  
   509 Girard Street  
   Bellingham, WA 98225  
   jllea@co.whatcom.wa.us

2. The County must receive all invoices and supporting documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. All invoice corrections or modifications must be submitted no later than forty-five (45) days after the last day of the month in which the services were provided.

3. Payment by the County will be considered timely if it is made within thirty (30) days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than thirty (30) days after the expiration of this contract. Invoices and invoice corrections or modifications related to work done prior to December 31 of the contract year will be accepted no later than January 15 following the end of the County fiscal year (i.e. December 31).

4. The Contractor will not be paid for any billings or invoices for services occurring prior to the execution of the Contract or after its termination.

5. The Contractor shall not bill the County for service performed or provided under this contract if the Contractor has been or will be paid for the same service by any other source. Such sources include, but are not limited to, the Division of Vocational Rehabilitation Social Security Work Incentives such as Plans for Achieving Self Support.
6. Invoices must include the following statement, with an authorized signature and date:

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

7. A total annual funding authorization for all clients will be communicated to the contractor at the start of the contract year. The funding authorization may be amended, based on use, over the course of the contract year without contract amendment. Expenditures may not exceed the total funding authorization approved by the County and in no case will exceed the total available funding restricted to these services.

II. Reporting

1. Reporting on client services will be made monthly with the invoice for services through the established DSHS/DDA County Billing and Reporting process in the format provided by the County. Data elements and definitions for each category of service are outlined by DSHS/DDA in the CMIS billing instructions found at: http://www1.dshs.wa.gov/DDA/counties.shtml

2. The Contractor will provide other reports as developed and required by DSHS/DDA and the County during the term of the contract.

III. Additional Provisions

1. In determining the service level associated with each individual client, the primary service obligation is to meet the needs of the individual client related to his or her service goals, within the limits and requirements established in Washington Administrative Code (WAC).

2. Service levels proposed by the contractor must be approved by the County and authorized by the DDA Case Resource Manager (CRM).

3. Payment will be made on an hourly basis for all staff support hours provided, up to, but not to exceed the monthly support hours authorized for each client.

4. Authorized service levels documented in the DSHS/Case Management information System (CMIS) database will take precedence in the event of any inconsistency or conflict. The current maximum authorized service level will be downloaded from the DSHS/CMIS database and provided to the Contractor on the monthly billing report.

5. The Contractor may propose a change in service level through the process established in the County Program Implementation Guide.

6. Funds received from the County shall not be used to provide cash benefit to the supported individual, whether salary, bonuses, or benefits.

7. The Contractor agrees to assign to the County its Medicaid waiver billing rights for services to DDA clients eligible under Title XIX programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County. (See Exhibit D)
### IV: Reimbursement Rates for Pathways to Employment and Community Access Services

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Rate</th>
<th>Funding source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Employment</td>
<td>Individualized staff support authorized up to 23 hours a month per client</td>
<td>$67/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.64</td>
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<tr>
<td>Individual Employment</td>
<td>Individualized staff support authorized greater than 23 hours a month per client</td>
<td>$45/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.64</td>
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<tr>
<td>Group supported employment</td>
<td>Shared staff support within the GSE setting and individualized staff support outside of the GSE setting as authorized</td>
<td>$62/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.62</td>
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<tr>
<td>Community Access</td>
<td>Individualized support in integrated community settings</td>
<td>$30/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.67</td>
</tr>
</tbody>
</table>

*i.e. service levels authorized above 23 hours a month will be paid at a lower hourly rate. Both the rate and the service level are attached to the client’s authorization approved by DSHS/DDA. This means that if the actual number of hours provided falls below 23, the lower hourly rate will still apply.*

### V. Other Reimbursable Activities

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Reimbursement</th>
<th>Funding source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Training</td>
<td>Training for Contractor’s staff for the purpose of improving, or enhancing job-related knowledge and skills in the provision of developmental disabilities services.</td>
<td>Reimbursement for actual costs, pre-approved by the County. Travel and accommodation costs will be reimbursed according to Section 8.3 in the County Implementation Guide</td>
<td>DSHS/DDA Funding in accordance with BARS 568.31 And local funds</td>
</tr>
<tr>
<td>Partnership Project</td>
<td>Time spent in collaboration with school districts, Division of Vocational Rehabilitation staff, families, employers and other community collaborators to provide employment services to young adults with developmental disabilities during the school year they turn 21.</td>
<td>$55/hour not to exceed funding authorized in writing by the County per eligible student. Billable activities include those listed in Exhibit A, Scope of Work, Section III B.</td>
<td>DSHS/DDA funding in accordance with BARS 568.94 And local funds</td>
</tr>
</tbody>
</table>
# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 12/19/2012

**Certificate of Liability Insurance**

**Producer:**

PLC Insurance, LLC  
4211 Alderwood Mall Blvd, #210  
Lynnwood, WA 98036

**Contact:**

Cami Dennis  
PHONE (INC No. Ext.): (425) 712-3664  
FAX (INC No. Ext.): (425) 712-3786  
E-MAIL ADDRESS: cami@plcins.com

**Insurer:**

New Hampshire Insurance Co.

**Insured:**

Work Opportunities, Inc.  
6515 - 202nd St. SW  
Lynnwood, WA 98036-3998

**Coverages Certificate Number:** 13/14 GL/PL/AL/EL  
**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 past claims.**

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<th>POLICY NUMBER</th>
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<td>E.L. DISEASE - EA EMPLOYEES $1,000,000</td>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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</table>

**Description of Operations / Locations / Vehicles:**

Certificate holder is Additional Insured as respects to work contracts with the Named Insured.

**Certificate Holder:**

Whatcom County Health Dept  
Administration  
509 Girard  
Bellingham, WA 98225

**Cancellation:**

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

**Authorized Representative:**

Darwin Risck/CAMI

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EXHIBIT "D"

(ASSIGNMENT OF MEDICAID BILLING RIGHTS)

The County, through its agreement with the Department of Social and Health Services (DSHS), Developmental Disabilities Administration (DDA), must ensure that all County contracted providers assign their Medicaid waiver billing rights to the County. DSHS, as the single state Medicaid agency, has administrative authority for Title XIX coverage of services for people with developmental disabilities per 42 CFR 431.10. The County only has responsibility for services covered under its contract with DSHS/DDA. The Contractor agrees, by signing below, to assign to the County its Medicaid waiver billing rights for services to DDA clients eligible under the Title XIX programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County.

[Signature]
Authorized Signature

[Date]

5/28/13
EXHIBIT "E"
(E-Verify Declaration)

Firm Name: Work Opportunities

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: May 28, 2013

SIGNATURE: Carrie Morehouse

PRINTED NAME: Carrie Morehouse
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<td>6/18/13</td>
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<td>Dept. Head:</td>
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<td>dlg</td>
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<tr>
<td>Executive:</td>
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</tbody>
</table>

**TITLE OF DOCUMENT:** Contract between Whatcom County and Kulshan Supported Employment

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

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

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

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible adults with developmental disabilities. Pathways to Employment services are services designed to assist individuals with developmental disabilities to pursue and maintain paid employment in community settings. Community Access Services are designed to assist individuals to participate in activities, events, and organizations in the community in ways similar to other adults of retirement age without disabilities. Through this program in 2012 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $749,599.00

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Kulshan Supported Employment, New Contract for Services to Individuals with Developmental Disabilities
DATE: June 3, 2013

Enclosed are two (2) originals of contract between Whatcom County and Kulshan Supported Employment for your review and signature.

▪ **Background and Purpose**

The purpose of this contract is to provide "Pathways to Employment" and "Community Access" services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase independence and inclusion in the community. In 2012 an average of 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities.

▪ **Funding Amount and Source**

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. Funding includes state dollars and federal Medicaid match. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $749,599.00. County Council approval is required and an Agenda Bill is attached.

▪ **Differences from Previous Contract**

This is a new contract being issued pursuant to RFQ #13-25.

Please contact Jessica Lee at extension 32014, 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>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Jessica Lee</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Kulshan Supported Employment</td>
</tr>
</tbody>
</table>

**Is this a New Contract?** No

**If not, is this an Amendment or Renewal to an Existing Contract?** Yes

**Yes _X_ No ____**

If yes, previous number(s):

**Is this a grant agreement?** No _X_

If yes, grantor agency contract number(s) ____________________________

**CFDA number** ____________________________

**Is this contract grant funded?** No _X_

If yes, associated Whatcom County grant contract number(s) **TBD**

(DSHS/DDD Revenue Contract in Process)

**Is this contract the result of a RFP or Bid process?** Yes _X_

If yes, RFP and Bid number(s) **RFQ# 13-25** Cost Center: **673800**

**Is this contract excluded from E-Verify?** No _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
- Interlocal Agreement (between Govt.)
- 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) $ varies depending on number of clients and types of services authorized

**This Amendment Amount:** $

**Total Amended Amount:** $

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

The purpose of this contract is to provide "Pathways to Employment" and "Community Access" services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase the individual's independence and inclusion in the community.

**Term of Contract:** 7/1/2013 – 6/30/2014

**Expiration Date:** 6/30/2014

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

1. Prepared by: _pi_
   Date 5/2/13 [electronic]
2. Attorney reviewed: Daniel L. Gibson
   Date 05/21/13 [electronic]
3. AS Finance reviewed: mdc
   Date 5/21/13 [electronic]
4. IT reviewed if IT related
   Date [electronic] hard copy printed
5. Corrections made:
   Date 05/21/13
6. Attorney signoff: Daniel L. Gibson
   Date 5-30-13 [summary via electronic; hardcopies]
7. Contractor signed:
   Date
8. Submitted to Exec Office
   Date 6-5-13
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
Kuishan Supported Employment, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9.
Exhibit A (Scope of Work), pp. 10 to 14.
Exhibit B (Compensation), pp. 15 to 17.
Exhibit C (Certificate of Insurance), p. 18.

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

The term of this Agreement shall commence on the 1st day of July, 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2014.

The general purpose or objective of this Agreement is to provide employment or retirement services to individuals with developmental disabilities, 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 will vary, depending upon the number of clients authorized for service by the Washington State Department of Social and Health Services, Division of Developmental Disabilities. The Contract Number, set forth above, shall be included on all bills 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 30th day of May, 2013.

CONTRACTOR:

Kuishan Supported Employment

MATT CARLSON

(Typed in Name & Title of Signatory)

STATE OF WASHINGTON

) ss.

COUNTY OF Whatcom

On this 30th day of May, 2013, before me personally appeared Matt Carlson, known to me to be the Director (title) of Kuishan Supported Employment (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

(Seal)

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager  5/31/13
Date

Regina A. Delahunt  6/3/13
Department Director  Date

Approved as to form:

Elizabeth L. Gallery, Deputy Prosecuting Attorney  6/3/13
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 ________________.

Kulshan Supported Employment
310 Iowa St.
Bellingham, WA 98225
Contact: Matt Carlson, Director
Phone: 360-676-9010
Email: kulshanse@clearwire.net
GENERAL CONDITIONS

Series 00-09: Provisions Related to Nature and Purpose 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:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than four years.

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

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

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

31.2 Patent/Copyright Infringement: Not Applicable

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

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

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

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

a. Professional Liability - $1,000,000 per occurrence:
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

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

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

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

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

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

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

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

36.1 Waiver of Noncompetition: Not Applicable

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

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

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this
THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I
PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Kulshan Vocational Services (Employer) regarding the Employer’s participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, “Employment Eligibility Verification”, of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a “Federal contractor with the FAR E-Verify clause”) to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II
FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer’s participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed
Company ID Number: 677119

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS’s automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens’ employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens’ employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS’s database to enable the Employer to conduct, to the extent authorized by this MOU:
   - Automated verification checks on employees by electronic means, and
   - Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer’s participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer’s participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS’s database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees’ employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and
Company ID Number: 677119

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
   
   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
   
   • If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   • If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo
Company ID Number: 677119

and written information. The employer will use the photocopy to verify the photo and to
assist DHS with its review of photo non-matches that are contested by employees. Note
that employees retain the right to present any List A, or List B and List C, documentation
to complete the Form I-9. DHS may in the future designate other documents that
activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from
the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to
its employees, or from other requirements of applicable regulations or laws, including the
obligation to comply with the antidiscrimination requirements of section 274B of the INA with
respect to Form I-9 procedures, except for the following modified requirements applicable by
reason of the Employer’s participation in E-Verify: (1) identity documents must have photos, as
described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer
has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect
to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of
the individual in good faith compliance with the terms and conditions of E-Verify; (3) the
Employer must notify DHS if it continues to employ any employee after receiving a final
nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each
failure to notify DHS of continued employment following a final nonconfirmation; (4) the
Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized
alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after
receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or
criminally liable under any law for any action taken in good faith based on information provided
through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify
system compliance inspections during the course of E-Verify, as well as to conduct any other
enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3
Employer business days after each employee has been hired (but after the Form I-9 has been
completed), and to complete as many (but only as many) steps of the E-Verify process as are
necessary according to the E-Verify User Manual, or in the case of Federal contractors with the
FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is
prohibited from initiating verification procedures before the employee has been hired and the
Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day
time period is extended until it is again operational in order to accommodate the Employer’s
attempting, in good faith, to make inquiries during the period of unavailability. Employers may
initiate verification by noting the Form I-9 In circumstances where the employee has applied
for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided
that the Employer performs an E-Verify employment verification query using the employee’s
SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job
applicants, in support of any unlawful employment practice, or for any other use not authorized
by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a
Federal contractor that qualifies for the exceptions described in Article II,D.1.c. Except as
provided in Article II,D, the Employer will not verify selectively and will not verify employees
hired before the effective date of this MOU. The Employer understands that if the Employer
uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer
may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee’s perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee’s perceived employment eligibility status (including denying, reucing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee’s employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound “foreign” or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
Company /ID Number: 677119

12. The Employer agrees to record the case verification number on the employee’s Form I-9 or to print the screen containing the case verification number and attach it to the employee’s Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINs and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer’s responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer’s use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.


   b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

   c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time
Company ID Number: 677119

of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee’s assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee’s work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee’s stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form
Company ID Number: 677119

I-9 complies with Article II.C.5, if the employee’s basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer’s compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.
Company ID Number: 677119

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
   - Scanning and uploading the document, or
   - Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

**ARTICLE IV**

**SERVICE PROVISIONS**
Company ID Number: 677119

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity.
Company ID Number: 677119

regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.
Company ID Number: 677119

To be accepted as a participant in E-Verify, you should only sign the Employer’s Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer**  Kulshan Vocational Services

**Matt Carlson**
Name (Please Type or Print)  Title

**Electronically Signed**  05/31/2013
Signature  Date

USCIS Verification Division

**Name (Please Type or Print)**  Title

**Electronically Signed**  05/31/2013
Signature  Date

Information Required for the E-Verify Program

**Information relating to your Company:**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Kulshan Vocational Services</th>
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<tbody>
<tr>
<td>Company Facility Address</td>
<td>310 Iowa Street</td>
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<tr>
<td></td>
<td>Bellingham, WA 98225</td>
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<tr>
<td>Company Alternate Address:</td>
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<tr>
<td>County or Parish:</td>
<td>WHATCOM</td>
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<tr>
<td>Employer Identification Number:</td>
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Company ID Number: 677119

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<tr>
<td>Number of Sites Verified for:</td>
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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- WASHINGTON 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Telephone Number:</th>
<th>E-mail Address:</th>
<th>Fax Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theresa Baughn</td>
<td>(360) 676 - 9010</td>
<td><a href="mailto:kulshanse@clearwire.net">kulshanse@clearwire.net</a></td>
<td>(360) 756 - 7910</td>
</tr>
<tr>
<td>Matt Carlson</td>
<td>(360) 676 - 9010</td>
<td><a href="mailto:kulshanse@clearwire.net">kulshanse@clearwire.net</a></td>
<td>(360) 756 - 7910</td>
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WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Initial</th>
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<th>Agenda Date</th>
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EXECUTIVE:

TITLE OF DOCUMENT: Contract between Whatcom County and Advancement Northwest

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

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

Should Clerk schedule a hearing? ( ) Yes (X) No
Requested Date: 6/18/2013

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 source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible adults with developmental disabilities. Pathways to Employment services are services designed to assist individuals with developmental disabilities to pursue and maintain paid employment in community settings. Community Access Services are designed to assist individuals to participate in activities, events, and organizations in the community in ways similar to other adults of retirement age without disabilities. Through this program in 2012 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $7,584.00

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Advancement Northwest, New Contract for Services to Individuals with Developmental Disabilities
DATE: June 3, 2013

Enclosed are two (2) originals of contract between Whatcom County and Advancement Northwest for your review and signature.

- **Background and Purpose**
  The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase independence and inclusion in the community. In 2012 an average of 271 adults received employment services (72% of whom were employed and earning wages) and 13 adults of retirement age were provided support to access their communities.

- **Funding Amount and Source**
  The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. Funding includes state dollars and federal Medicaid match. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however the estimated authorized service level is $7,584.00. County Council approval is required and an Agenda Bill is attached.

- **Differences from Previous Contract**
  This is a new contract being issued pursuant to RFQ #13-25.

Please contact Jessica Lee at extension 32014, 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>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Jessica Lee</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Advancement Northwest</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**
Yes \( \times \) No ______  Yes \( \times \) No ______
If yes, previous number(s): __________

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

**Is this contract grant funded?**
Yes \( \times \) No ______  If yes, associated Whatcom County grant contract number(s) TBD
(DDSH/DDD Revenue Contract in Process)

**Is this contract the result of a RFP or Bid process?**
Yes \( \times \) No ______  If yes, RFP and Bid number(s) RFQ# 13-25 ______ Cost Center: 673800

**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
- Interlocal Agreement (between Govt.)
- Public Works Dept. - Local Agency/Federally Funded FHWA

**Contract Amount:(sum of orig contract amt and any prior amendments)**
$ varies depending on number of clients and types of services authorized __________

**This Amendment Amount:**
$ ______

**Total Amended Amount:**
$ ______

**Scope of Services:** [Insert language from contract (Exhibit A) or summarize; expand space as necessary]
The purpose of this contract is to provide “Pathways to Employment” and “Community Access” services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings. Community Access Services are designed to increase the individual’s independence and inclusion in the community.

**Term of Contract:** 7/1/2013 – 6/30/2014

**Expiration Date:** 6/30/2014

**Contract Routing Steps & Signoff:** [sign or initial]  [indicate date transmitted]
1. Prepared by:  [pi]__
   Date 5/2/13 [electronic]
2. Attorney reviewed:  Daniel L. Gibson  
   Date 05/20/13 [electronic]
3. AS Finance reviewed:  
   Date 6/4/13  [electronic]
4. IT reviewed if IT related  
   Date  
5. Corrections made:  
   Date [electronic]  hard copy printed
6. Attorney signoff:  Daniel L. Gibson  
   Date 05/21/13
7. Contractor signed:  
   Date 5/30/13
8. Submitted to Exec Office  
   Date 6/5/13 [summary via electronic; hardcopies]
9. Reviewed by DCA  
10. Council approved (if necessary)  
11. Executive signed:  
12. Contractor Original Returned to dept;  
13. County Original to Council  
   Date
ADVANCEMENT NORTHWEST, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 9
- Exhibit A (Scope of Work), pp. 10 to 14
- Exhibit B (Compensation), pp. 15 to 17
- Exhibit C (Certificate of Insurance), p. 18
- Exhibit D (Assignment of Medicaid Billing Rights), p. 19
- Exhibit E (Verification Declaration), p. 19

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

The term of this Agreement shall commence on the 1st day of July, 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2014.

The general purpose or objective of this Agreement is to provide employment or retirement services to individuals with developmental disabilities, 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 will vary, depending upon the number of clients authorized for service by the Washington State Department of Social and Health Services, Division of Developmental Disabilities. 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 30th day of May, 2013.

CONTRACTOR:

Advancement Northwest

(signature)

(Type in Name & Title of Signatory)

STATE OF WASHINGTON

)

COUNTY OF Whatcom

)

On this 30th day of May, 2013, before me personally appeared Rachel Stone, known to me to be the owner (title) of (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

NOTARY PUBLIC in and for the State of Washington, residing at , My commission expires 7/18/2016.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager
Date: 5/30/13

Regina Delahunt, Department Director
Date: 6/3/13

Approved as to form:

Elizabeth L. Gallery, Prosecuting Attorney
Date: 6/3/13

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 ____________________

Advancement Northwest
1313 E. Maple St. Suite 201
Bellingham, WA 98225
Contact: Rachel Silves, Co-Owner
Phone: 360-685-4241
Email: Rachel@advancementnw.com
GENERAL CONDITIONS

Series 00-09: Provisions Related to Nature and Purpose 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:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than four years.

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable

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

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

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

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

a. Professional Liability - $1,000,000 per occurrence:
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

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

42.1 **Disputes:**

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

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

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

d. **Arbitration:** Not Applicable

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

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

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

The purpose of this contract is to provide "Pathways to Employment" and "Community Access" services to eligible individuals with developmental disabilities. Pathways to Employment services assist working age adults pursue and maintain paid employment in integrated community settings. Community Access Services increase independence and inclusion in the community for those in retirement or no longer seeking employment.

All services are individualized to reflect the individual's interests, strengths, gifts, talents, and service goals.

This contract reflects the community values and goals of the Whatcom County Developmental Disabilities Advisory Board, the Whatcom County Developmental Disabilities program, the Washington Department of Social and Health Services (DSHS) work order for the current biennium and the County Guidelines published by DSHS and available at http://www.dshs.wa.gov/pdf/adsa/ddd/c_guidelines.pdf.

II. Service Types

The contractor has applied for and been accepted as a qualified provider for the services indicated, below.

☐ Individual Supported Employment

☐ Group Supported Employment

☐ Community Access

These services are defined in the table below, based on the definitions found in the DSHS/ Budgeting, Accounting, and Reporting System (BARS).
<table>
<thead>
<tr>
<th>Service Type</th>
<th>Service Description</th>
<th>Service Goals</th>
</tr>
</thead>
</table>
| Individual Supported Employment (BARS 568.64) | ▪ These services are part of an individual's pathway to integrated employment in typical community jobs.  
▪ These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce.  
▪ These services may include intake, discovery, assessment, job preparation, job marketing, job supports, recordkeeping and on-going support to maintain a job. | ▪ Establish employment opportunities for participants in local businesses on a one-person/one-job basis, self-employment, or other paid work options regardless of the level of disability  
▪ Develop relationships with and support from coworkers without disabilities (i.e., Natural supports)  
▪ Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses (i.e., earning a living wage)  
▪ Develop job and life skills necessary to lead a more independent life  
▪ Make measurable progress toward the individual's employment goals |
III. Statement of Work

The Contractor will develop an individualized service plan for each client based on his or her interests, skills and abilities. Support will be provided as defined below to make measurable progress toward the client's service goals as outlined in the plan.

A. Client support

"Support" provided in the implementation of client services, as referenced herein, is defined as staff time spent on behalf of the program client to achieve community employment or access goals. In addition to those activities specifically outlined within the billable activities, below, "support" when used within a definition typically refers to one of the three following activities:

- **Monitoring** of client employment or community access activities (e.g., ensuring safety, quality etc.);
- Providing verbal or physical reminders or **prompts** for the client to successfully complete or engage in employment or community access activities; or
- Providing partial or total 1:1 **physical assistance** to allow the client to successfully complete or engage in employment or community access activities.

B. Pathway to Employment Billable Support Activities

Pathway to Employment includes both Individual Employment (IE) and Group Supported Employment (GSE). Billable support activities for Pathway to Employment services are found on the Washington State Department of Social & Health Services Developmental Disabilities Administration (DSHS/DDA) website, and may be amended or updated with prior notification by the County without a contract amendment. [http://www.dshs.wa.gov/pdf/adsa/ddd/CO%20%20Employment%20Phases%20and%20Billable%20Activities.pdf](http://www.dshs.wa.gov/pdf/adsa/ddd/CO%20%20Employment%20Phases%20and%20Billable%20Activities.pdf)

C. Community Access Billable Support Activities

Billable support activities for Community Access services are found on the DSHS/DDA website, and may be amended or updated with prior notification by the County without a contract amendment. [http://www.dshs.wa.gov/pdf/adsa/ddd/CO%20%20Community%20Access%20Billable%20Activities.pdf](http://www.dshs.wa.gov/pdf/adsa/ddd/CO%20%20Community%20Access%20Billable%20Activities.pdf)

D. Individualized Plan for Services

The Contractor is required to have a written, individualized service plan for each client, completed within 60 days of County authorization. This individual plan is meant to be the "driver" or basis for support services delivered by the Contractor. The individual plan must be updated and reviewed at least annually by the planning team, as described below.

The individual plan requires the development of a planning team including the client, client’s guardian when applicable, DSHS/DDA Case Resource Manager, and others identified by the client to provide input. At a minimum, the DSHS/DDA Case Resource Manager and the individual/guardian will receive a copy of the completed plan. Other members of the planning team may request a copy with the client’s permission.

Required elements of both Pathways to Employment and Community Access plans are outlined in the County Program Implementation Guide, referenced in Section VII.
E. Progress Updates

For all clients, the Contractor shall document measureable progress toward achieving the individual’s service goals every 6 months in a format approved by the County. Six (6) month progress updates must be sent to the DSHS/DDA Case Resource Manager and the client/guardian.

If clients receiving Individual Employment or Group Supported Employment services have not obtained paid employment at minimum wage or better within six (6) months the contractor will:

- Review the progress toward service goals
- Provide evidence of consultation with the family/client
- Develop additional strategies with the family/client, county staff, employment support staff and case manager as appropriate. Strategies may include technical assistance, changing to a new provider and/or additional resources as needed to support employment goals.
- Document the additional/new strategies developed for each client with the client’s file.

If after 12 months the client remains unemployed, an additional review will be conducted. The Contractor will address steps outlined in the previous six month progress report in the next 6 month progress report. The client may request to participate in Community Access activities or the client can choose to remain in an employment program. Individuals requesting to participate in Community Access activities will be referred to his/her DSHS/DDA Case Resource Manager.

V. Service Requirements

A. All Services will:

1. Be individualized and unique to the client’s Individualized Pathway to Employment or Community Access Plan.
2. Ensure continued movement toward inclusive settings, integration and connection with others in the community without disabilities.
3. Provide supports in a variety of settings and in a broad range of activities that will contribute to his/her individual service goals.
4. Provide staff and training interventions at appropriate levels to safely and effectively meet the needs of the clients.
5. Promote independence through skill development and training, including the effective use of public transportation.
6. Implement curriculum, work activities, routines, and other materials used to facilitate learning that are relevant to the age and individual needs of each client.
7. Emphasize the development of natural community supports for clients, in conjunction with, but not an over-reliance on, public funds. Natural supports are those provided by individuals in the work or community environment who are not paid to support the client.
8. Demonstrate measurable progress toward achieving the client’s individualized service goals.
9. Include at minimum monthly contact by the contractor.
10. Provide support to the client at a service level proposed by the Contractor, approved by the County and authorized by the DSHS/DDA Case Resource Manager. Service levels will be authorized in accordance with:
    - Washington Administrative Code (WAC) 388-828-9325 through 9360 for Employment Services
B. All Employment Services will:

1. Emphasize maximum integration with co-workers without disabilities. All efforts will be made to promote employer responsibility for workers with disabilities, including exploration of direct employment of clients by the business/industry in Group Supported Employment.
2. Ensure that pay for work performed is commensurate with pay to other employees doing the same type and amount of work.
3. Ensure that all individuals, regardless of their disability, are provided the opportunity to pursue employment. Some participants may need more support than others and may spend a significant amount of time in activities that will prepare the participant for future community employment.

C. Group Supported Employment (GSE) will:

1. Ensure paid work/paid training is available for all clients authorized for these services. In the event that contracted work is no longer available or insufficient to maintain a GSE work site, the provider is expected to notify the County to determine appropriate next steps related to client authorization.
2. Ensure compensation in accordance with applicable federal and state laws and regulation. This includes, but is not limited to section 14 (C) of the Federal Fair Labor Standards Act (FLSA), RCW 39.12.022 and WAC 299-127-400 through 407 related to payment of sub-prevailing wage.
3. Work towards establishing permanent integrated employment at or above minimum wage.

D. Community Access Services will:

1. Focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed. Segregated and specialized activities are those which are organized and designed for individuals based on their disability.
2. Not be provided simultaneously with employment services.
3. Ensure health and safety, positive image and relationships in the community, increased competence and individualized skill-building, and other expected benefits of Community Access. Services will occur individually or in a group of no more than 2 or 3 individuals with similar interest and needs.
4. Allow a client to discontinue services in order pursue work and to receive employment support at any time.

VII. Program Implementation Requirements

The Developmental Disabilities Program Implementation Guide, Employment and Community Access Services is incorporated by reference into the Scope of Work as presently adopted or subsequently amended and can be located at http://www.whatcomcounty.us/health/contracting.jsp

The purpose of the Program Implementation Guide is to detail implementation requirements including policy and procedure for Pathways to Employment and Community Access services.
EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract is DSHS/DDA and includes state dollars and federal Medicaid match. Total compensation for the contract is variable, depending upon the number of individual clients and service levels authorized by DSHS/DDA and the County. This is a vendor agreement and not a subrecipient agreement.

The Whatcom County rate structure employs an hourly fee for services system.

The County will pay the contractor for services delivered to DSHS/DDA authorized clients.

- Service levels are individualized, based on assessed client need
- The service hours authorized for each client is mutually agreed upon by DDA, the County and the contractor.
- Limits to client service authorizations are established in Washington Administrative Code (WAC) 388-828-7020.
- Funding is allocated for services delivered to an individual client. The client's service allocation and funding will follow the client in the event that they choose to receive services through another contractor.
- The billing unit for services is hourly.

1. Billing and Payment

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format provided by the County. A complete billing includes both an invoice coversheet and attached client service documentation. The Contractor shall send invoices and service documentation to the following address:

   Jessica Lee  
   Whatcom County Health Department  
   Human Services Division  
   509 Girard Street  
   Bellingham, WA 98225  
   jilee@co.whatcom.wa.us

2. The County must receive all invoices and supporting documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. All invoice corrections or modifications must be submitted no later than forty five (45) days after the last day of the month in which the services were provided.

3. Payment by the County will be considered timely if it is made within thirty (30) days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than thirty (30) days after the expiration of this contract. Invoices and invoice corrections or modifications related to work done prior to December 31 of the contract year will be accepted no later than January 15 following the end of the County fiscal year (i.e. December 31).

4. The Contractor will not be paid for any billings or invoices for services occurring prior to the execution of the Contract or after its termination.

5. The Contractor shall not bill the County for service performed or provided under this contract if the Contractor has been or will be paid for the same service by any other source. Such sources include, but are not limited to, the Division of Vocational Rehabilitation Social Security Work Incentives such as Plans for Achieving Self Support.
(PASS), or Impairment Related Work Expense (IRWE). The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

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

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

7. A total annual funding authorization for all clients will be communicated to the contractor at the start of the contract year. The funding authorization may be amended, based on use, over the course of the contract year without contract amendment. Expenditures may not exceed the total funding authorization approved by the County and in no case will exceed the total available funding restricted to these services.

II. Reporting

1. Reporting on client services will be made monthly with the invoice for services through the established DSHS/DDA County Billing and Reporting process in the format provided by the County. Data elements and definitions for each category of service are outlined by DSHS/DDA in the CMIS billing instructions found at: http://www1.dshs.wa.gov/DDA/counties.shtml

2. The Contractor will provide other reports as developed and required by DSHS/DDA and the County during the term of the contract.

III. Additional Provisions

1. In determining the service level associated with each individual client, the primary service obligation is to meet the needs of the individual client related to his or her service goals, within the limits and requirements established in Washington Administrative Code (WAC).

2. Service levels proposed by the contractor must be approved by the County and authorized by the DDA Case Resource Manager. (CRM)

3. Payment will be made on an hourly basis for all staff support hours provided, up to, but not to exceed the monthly support hours authorized for each client.

4. Authorized service levels documented in the DSHS/Case Management Information System (CMIS) database will take precedence in the event of any inconsistency or conflict. The current maximum authorized service level will be downloaded from the DSHS/CMIS database and provided to the Contractor on the monthly billing report.

5. The Contractor may propose a change in service level through the process established in the County Program Implementation Guide.

6. Funds received from the County shall not be used to provide a cash benefit to the supported individual, whether salary, bonuses, or benefits.

7. The Contractor agrees to assign to the County its Medicaid waiver billing rights for services to DDA clients eligible under Title XIX programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County. (See Exhibit D)
IV: Reimbursement Rates for Pathways to Employment and Community Access Services

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Rate</th>
<th>Funding source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Employment</td>
<td>Individualized staff support authorized up to 23 hours a month per client</td>
<td>$67/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.64</td>
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<tr>
<td>Individual Employment</td>
<td>Individualized staff support authorized greater than 23 hours a month per client *</td>
<td>$45/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.64</td>
</tr>
<tr>
<td>Group supported employment</td>
<td>Shared staff support within the GSE setting and individualized staff support outside of the GSE setting as authorized</td>
<td>$62/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.62</td>
</tr>
<tr>
<td>Community Access</td>
<td>Individualized support in integrated community settings</td>
<td>$30/hour</td>
<td>DSHS/DDA Funding in accordance with BARS 568.67</td>
</tr>
</tbody>
</table>

*i.e. service levels authorized above 23 hours a month will be paid at a lower hourly rate. Both the rate and the service level are attached to the client’s authorization approved by DSHS/DDA. This means that if the actual number of hours provided falls below 23, the lower hourly rate will still apply.*

V. Other Reimbursable Activities

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Reimbursement</th>
<th>Funding source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Training</td>
<td>Training for Contractor’s staff for the purpose of improving, or enhancing job-related knowledge and skills in the provision of developmental disabilities services.</td>
<td>Reimbursement for actual costs, pre-approved by the County. Travel and accommodation costs will be reimbursed according to Section 8.3 in the County Implementation Guide</td>
<td>DSHS/DDA Funding in accordance with BARS 568.31 And local funds</td>
</tr>
<tr>
<td>Partnership Project (School to Work)</td>
<td>Time spent in collaboration with school districts, Division of Vocational Rehabilitation staff, families, employers and other community collaborators to provide employment services to young adults with developmental disabilities during the school year they turn 21.</td>
<td>$55/hour not to exceed funding authorized in writing by the County per eligible student. Billable activities include those listed in Exhibit A, Scope of Work, Section III B.</td>
<td>DSHS/DDA funding in accordance with BARS 568.94 And local funds</td>
</tr>
</tbody>
</table>
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
Snapper Shuler Kenner Ins
Brown & Brown of WA Inc dba
P.O. Box 551
Lynden, WA 98264
Paul D. Kenner

INSURED
Advancement Northwest LLC
1311 E. Maple St Suite 201
PMB 554
Bellingham, WA 98225

CONTACT NAME: Leanne Holmes
PHONE: 360-354-4488
360-354-1946
Fax: 360-354-1946
Email: LeanneH@sskinurance.com

INSURER(S) AFFORDING COVERAGE
NAIC #
Phila. Indemnity Ins.
18058

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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<tr>
<th>LTR</th>
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<th>SUBROGATION</th>
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<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Refer ACORD 101, Additional Remarks Schedule, if more space is required)
General Liability Deluxe Endorsement: Human Services - FT-GLD-HS 10/11

CERTIFICATE HOLDER
State of Washington
DSHS
P.O. Box 45340
Olympia, WA 98504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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EXHIBIT "D"

(ASSIGNMENT OF MEDICAID BILLING RIGHTS)

The County, through its agreement with the Department of Social and Health Services (DSHS), Developmental Disabilities Administration (DDA), must ensure that all County-contracted providers assign their Medicaid waiver billing rights to the County. DSHS, as the single state Medicaid agency, has administrative authority for Title XIX coverage of services for people with developmental disabilities per 42 CFR 431.10. The County only has responsibility for services covered under its contract with DSHS/DDA. The Contractor agrees, by signing below, to assign to the County its Medicaid waiver billing rights for services to DDA clients eligible under the Title XIX programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County.

Authorized Signature  
Date

5/30/13
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tbody>
<tr>
<td>Originator:</td>
<td>SKL</td>
<td>6-5-13</td>
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<tr>
<td>Division Head:</td>
<td>MP</td>
<td>6-5-13</td>
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<td>Dept. Head:</td>
<td>JER</td>
<td>6-5-13</td>
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<td>Prosecutor:</td>
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<td>Purchasing/Budget:</td>
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<td>Executive:</td>
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</table>

**TITLE OF DOCUMENT:** Amendment #2 to the contract with FHB Consulting

**ATTACHMENTS:** Cover Memo, Contract Information Sheet, Contract Amendment, Scope of Work

**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:**

This agreement provides for consultant services to implement phase II of the Ag-Watershed pilot project, assisting with tasks articulated in the grant agreement scope between Whatcom County and the WA Dept of Commerce.

**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 two (2) originals of the contract amendment #2 to contract #201206008 between FHB Consulting and Whatcom County for your review and signature.

- **Background and Purpose**
  FHB Consulting has been leading the consultant team providing professional services to implement the grant agreement between Whatcom County and the WA State Department of Commerce. That grant is funding the Ag-Watershed Project which is testing incentive mechanisms to improve watershed health and agricultural viability.

- **Funding Amount and Source**
  This amendment adds $115,560 to the original contract amount to bring the total to $218,519. The funding source is from the Agricultural Watershed Pilot Project Grant and does not change.

- **Differences from previous contract**
  This amendment provides for consultant services to implement Phase II of the project, assisting with tasks articulated in the grant agreement scope between Whatcom County and the WA State Department of Commerce grant.

Please contact Samya Lutz at extension 51072 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>Planning &amp; Development Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Adminstrator:</td>
<td>Samya Lutz</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>FHB Consulting Services Inc.</td>
</tr>
</tbody>
</table>

**Is this a New Contract?** Yes ❌ No Yes ❌ No

If yes, previous number(s): 201206008

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

If yes, grantor agency contract number(s) ______

CFDA number ________

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

If yes, associated Whatcom County grant contract number(s) #201203014

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

If yes, RFP and Bid number(s) RFP 12-38

**Contract Amount:** (sum of orig contract and any prior amendments) $102,959.00

This Amendment Amount: $115,360.00

Total Amended Amount: $228,319.00

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. **This contract is exempt from the E-Verify clause because it is a professional services agreement.**

**Scope of Services**

This agreement provides for consultant services to implement phase II of the Ag-Watershed pilot project, assisting with tasks articulated in the grant agreement scope between Whatcom County and the WA Dept of Commerce.

**Term of Contract:** Expiration Date: December 31, 2014

---

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

1. Prepared by: SLK Lutz Date May 29, 2013 [electronic]
2. Attorney reviewed: Date 6-5-13 [electronic]
3. AS Finance reviewed: 6-4-13 [electronic]
4. IT reviewed if IT related Date 6-5-13 [electronic]
5. Corrections made: hard copy printed
6. Attorney signoff: Date 6-5-13
7. Contractor signed: Date 6-6-13
8. Submitted to Exec Office Date 6-5-13 [summary via electronic; hardcopies]
9. Reviewed by DCA
10. Council approved (if necessary) Date
11. Executive signed: Date
12. Contractor Original Date
13. Returned to dept: Date
14. County Original to Council Date

---

This form may need to expand to more than one page.
AMENDMENT 2 OF CONTRACT FOR SERVICES AGREEMENT
Whatcom County Agricultural Strategic Plan Implementation

FHB Consulting Services, Inc., hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Amendment, replacing the existing Phase I Exhibits A (Scope of Work) and B (Consideration), with new Phase II exhibits, effective June 28, 2013, regardless of date of signature.

All other portions of the original contract remain in force and full effect. Copies of these amended items are attached hereto and incorporated herein by this reference as if fully set forth herein.

This Amendment changes the termination date of the Agreement, unless terminated or renewed as elsewhere provided in the Agreement, to the 31st day of December, 2014.

This amendment changes the maximum consideration for this agreement, which shall not exceed $218,519.00. This maximum consideration inudes that which is set forth in the attached revised Exhibit B (Compensation), as well as that expended according to the original Scope and Consideration for work performed through June 28, 2013.

The general purpose or objective of this revised Agreement is to: continue implementation of the Agricultural-Watershed pilot project, as more fully and definitively described in the revised Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

IN WITNESS WHEREOF, the parties have executed this Amendment this ___ day of ______________, 20___.

CONTRACTOR:

FHB Consulting Services Inc.

[Signature]
Heather Mackay, Director

STATE OF WASHINGTON

) ss.
COUNTY OF WHATCOM

On this 6th day of June, 2013, before me personally appeared Heather Mackay, to me known to be the Director (title) of FHB Consulting Services Inc., and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Suzanne M. Meldner
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 12-31-14.

Contract for Services Agreement
Agriculture Strategic Plan Implementation: Ag-Watershed Project
WHATCOM COUNTY:
Recommended for Approval:

[Signature]
Department Director 6-5-13
Date

Approved as to form:

[Signature] 6-5-13
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:

FHB Consulting Services, Inc.
1610B Grover Street, Suite 10
Lynden, WA 98264
EXHIBIT A — REVISED SCOPE OF WORK
Whatcom County Agricultural — Watershed Pilot Project, Phase 2

PROJECT DESCRIPTION

Whatcom County entered into grant agreement #201203014 with the WA State Department of Commerce to implement an Agricultural-Watershed pilot project on April 10, 2012. The original contract outlined the assistance with implementation of the first phase of the project; this revised scope of work outlines the assistance to be provided with the second phase which will implement two pilot restoration and enhancement projects on high quality habitat areas within agricultural areas in the north county, which demonstrate how the use of incentives and/or payments for voluntary actions on agricultural land can advance both watershed planning and agricultural planning objectives.

This project has been funded wholly or in part by the United States Environmental Protection Agency under Puget Sound Ecosystem Restoration and Protection Cooperative Agreement Grant PC-00J20101 with Washington Department of Ecology. The contents of this document do not necessarily reflect the view and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

DESIRED LONG-TERM OUTCOMES

The tasks and achievements during this phase 2 contract are short-term targets that help lead the way to the much broader long-term outcomes we are trying to achieve in Whatcom County in the arena of agricultural and watershed planning, and the overall goal of greater efficiency in local government. While these are beyond the scope of this contract and even the grant project, they help to illustrate the direction we are going with the current project and are important to keep in mind as we move forward. Some of these long-term outcomes include:

- An environmental mitigation program that would allow private and public developers to pay in-lieu fees for certain environmental impacts. The fees would pay for already-implemented quality restoration projects located on appropriate land within the impacted watershed.
- An opportunity for public agencies to more effectively and efficiently mitigate for environmental impacts of necessary public works projects such as road construction or flood control levy work.
- A non-regulatory mechanism that provides an economic incentive to protect water resources and agricultural lands critical to the long term viability of agriculture in Whatcom County.

TEAM STRUCTURE

The implementation of an effective process will be the result of a team effort requiring coordination between the Consultant team and the following groups:

- Whatcom County – Planning and Development Services; Public Works & Engineering Departments; Agricultural Advisory Committee; WRIA 1 Joint Boards; and other localized or issue-focused advisory committees as appropriate such as the Marine and Shellfish Advisory Committees, and Agricultural PDR Oversight Committee
- Project Partners: Whatcom Farm Friends, Whatcom Conservation District, WA Department of Fish & Wildlife, WA State Dept of Commerce
- Key Stakeholders: Tribal governments; WA State Department of Commerce, and the Watershed Characterization Technical Assistance Team; Natural Resources Marketplace Working Group; local small city governments; planning and environmental interest groups; Watershed & Drainage Improvement Districts, farmers and other farm interest groups

Contract for Services Agreement
Agriculture Strategic Plan Implementation: Ag-Watershed Project
**TIMING**

The project in its entirety will be completed by December 31, 2014. The project incorporates key reporting milestones with technical memoranda, draft reports, and final reports for each task item associated with the project, as indicated below. Deadlines may be modified when mutually agreed in writing by the County and Consultant.

**SUMMARY OF TASKS AND SCHEDULE**

<table>
<thead>
<tr>
<th>Task</th>
<th>Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 0: Project Management</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Task 1: Project Coordination</td>
<td>Ongoing</td>
</tr>
<tr>
<td>1A Review Committee &amp; Project Team</td>
<td>Ongoing</td>
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<tr>
<td>1B Public Outreach</td>
<td>Ongoing</td>
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<tr>
<td>Task 2: Mitigation Credit Accounting System (CAS)</td>
<td>Thru February 2014</td>
</tr>
<tr>
<td>2A Final Prototype CAS for pilot transactions</td>
<td>January 24, 2014</td>
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<tr>
<td>2B Agency agreements in principle secured</td>
<td>January 24, 2014</td>
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<tr>
<td>2C Operationalize marketplace model</td>
<td>February 21, 2014</td>
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<tr>
<td>Task 3: Acquisition and Restoration</td>
<td>Thru November 2014</td>
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<tr>
<td>3A Pilot project development plans</td>
<td>October 25, 2013</td>
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<tr>
<td>3B Transaction agreement mechanisms</td>
<td>August 28, 2014</td>
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<tr>
<td>3C Pilot Implementation &amp; CAS testing</td>
<td>October 3, 2014</td>
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<td>Task 4: Evaluation and Transfer</td>
<td>Thru December 2014</td>
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<tr>
<td>4A Agency coordination</td>
<td>November 21, 2014</td>
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<tr>
<td>4B Implementation plan</td>
<td>November 21, 2014</td>
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**Overall Completion:** December 31, 2014

**Throughout tasks 0–4 the County will:**

- Provide assistance with meeting coordination and logistics including meeting room reservations, meeting advertisements, committee notification, publishing agendas and other materials (developed by the Consultant), providing copies of meeting materials (e.g. fact sheets), disseminating to the public electronic documents through email and websites, and tracking public comments related to the project.
- Provide one or more staff members to attend the outreach meetings and review committee meetings and support the Consultant at presentations to the County Council.
- Notify relevant offices (e.g. County Council) in timely manner of public meeting schedule for notice publication.
**Task 0: Project Management**

**Task Description**

The Consultant project manager (PM) will apply knowledge, skills, tools, and techniques to project activities to meet the requirements as written herein. The PM is responsible for coordinating and centralizing their own and sub-consultants' work to achieve the project objectives and meet the deliverables. The PM is responsible for sub-consultant supervision, quality assurance and control, and budget and schedule control throughout the project. At conclusion of the work, files and records will be closed and archived. Consultant time required to manage this project and coordinate sub-consultants is budgeted under specific tasks.

**Timeline**

July 2013 – December 2014

**Consultant responsibility**

Invoice/Status Reports: Consultant will prepare monthly invoices that describe and document, to the County’s satisfaction, the work performed, the progress of the project, and fees. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges compared to budget by task.

Coordination with the County: The Consultant will maintain close coordination with the County project manager to ensure the County’s goals for this project are met within the allocated budget and schedule.

Coordination of Sub-consultants: Consultant will prepare subcontracts/agreements for any sub-consultants in accordance with federal, state and county requirements. No sub-consultant work will occur or be paid for until Consultant has submitted signed subcontracts/agreements to the County's satisfaction. Consultant will coordinate scope and budget, and conduct progress calls as appropriate.

**Task 0 Work Products**

1. Monthly Status Reports & Invoices
2. Signed sub-consultant Agreements

**Whatcom County:** The County will review progress reports and approve invoices.

**Task 1: Project Coordination**

Consultant will continue to build upon the significant investment of time and resources that has already been put into these and related efforts over the past few years and the first phase of the project. Consultant will continue the coordination of watershed and agricultural planning work related to the project through the existing Review Committee and a Project Team, as well as engaging the broader public through targeted opportunities and the implementation of the Outreach Strategy developed in Phase I.

**Task 1a: Coordinate with Project Team and Review Committee**

**Consultant responsibility**

The Review Committee is made up of members of the WRIA joint boards/staff team and representatives of the Agricultural Advisory Committee (AAC), a state agency representative of the State Watershed Characterization Technical Assistance Team (WCTAT) users group and/or Puget Sound Partnership consultant, representative(s) of targeted Watershed Improvement District(s), project partners and staff. The Review Committee will play a more limited role in phase 2 of the project than in phase 1 in terms of tracking, reviewing, advising, and communicating the project progress. It is anticipated this committee will meet in person 2 to 4 times in phase 2, participate in broader outreach activities, and engage via project website and email communications between meetings.

The Project Team will be made up of county cross-departmental staff, consultants, and project partners. Project Team meetings will happen every 5-8 weeks in person, and may include only portions
of the Team related to specific project tasks. Technical and support team participants (including sub-
consultants) will join in Project Team meetings as necessary either in person or by video or telephone.
The term “Committee” is used below to refer to both Project Team and Review Committee meetings,
with both groups used appropriately by the consultant to continue project momentum and provide
substantive input on work products as they are developed. To summarize this work, consultant will:

- Develop committee agendas, handouts, and provide necessary meeting materials and supplies.
  Coordinate with County staff to schedule committee meetings and reserve space.
- Conduct Committee meetings by leading discussions about project objectives, key issues and
  concerns, approaches, technical needs, methods, data, assumptions, priorities, communication
  protocols, policy issues, and work products.
- Document committee meetings and provide quarterly status reports. Produce draft documents
  for Whatcom County and committee comment, incorporating feedback into their final work
  products.
- Maintain collaborative communications with County staff, Review Committee, and Project Team
  through online and email based discussions and document sharing.
- Participate in Project Team meetings.

**Task 1b: Engage the broader public and continue to implement Public Outreach Strategy**

**Consultant responsibility**

The Consultant will continue to engage the public as outlined in the outreach strategy developed in
phase 1, including engagement with key individuals, interest groups, standing committees, agencies;
and include direct in-person contacts, telephone contacts, meeting discussions (external outreach), and
open houses or field tours. Outreach discussion items will include key issues and concerns, including
perspectives on priority ecological and agricultural outcomes, and information learning and key
recommendations as the project draws to a close. To summarize this work, consultant will:

- Implement Public Outreach Strategy.
- Engage and communicate with stakeholders through timely website and other public notices
  about ongoing project progress and engagement opportunities.
- Conduct at least two field tours/open houses with engagement and participation from
  stakeholders.
- Conduct at least two Review Committee meetings and Project Team meetings every 5 – 8
  weeks.
- Provide regular (bimonthly) updates for county staff for distribution to broad email list.

**Task 1 Timeline**

July 2013 – December 2014

**Task 1 Work Products**

1. Documentation of Review Committee and Project Team meetings held
2. At least two field tours/open houses conducted
3. Public Outreach Strategy implementation documented
4. Website and other public notice documentation of communication with stakeholders.
5. Bi-monthly updates provided

**Task 1 Whatcom County**

Whatcom County will reserve meeting space and distribute agendas.
Whatcom County will provide public notice for meetings (when necessary).
Whatcom County will provide technical specifications (if any) for work products.

Contract for Services Agreement
Agriculture Strategic Plan Implementation: Ag-Watershed Project
TASK 2: PROTOCOL MITIGATION CREDIT ACCOUNTING SYSTEM (CAS) FINALIZED FOR PILOT IMPLEMENTATION

The pilot projects will test the tracking and accounting protocol developed in phase 1; this task relates to finalizing the CAS protocol in relation to the project team and multiple agencies involved, with focus on the specific pilots appropriate for the project. This task involves selecting the pilot projects and beneficial actions to be tested through measurement tools that were preliminarily identified in phase 1. Those tools will be chosen in coordination with relevant permitting agencies, securing agreements in principle from those agencies, and implementing the prototype credit accounting system operations to be used throughout the project (E.G., testing metrics, methods, and assessments). Some of this task will be done in parallel with Task 3. Specific plans will be developed documenting the process for any needed testing and adjusting of measurement tools for local application, focusing on scientific rigor, public transparency, and future ability to replicate.

Task 2a: Final Prototype Credit Accounting System (CAS) for testing in pilots

Consultant responsibility

Finalize the prototype CAS report developed in phase 1, including:

- Incorporating & reconciling agency, team, and stakeholder inputs;
- Identifying timelines for progressively more committed agency agreements;
- Articulating an approach to addressing gaps and uncertainties identified in phase 1; and
- Clear identification of local policy changes that could help or hinder implementation of the prototype CAS.

To summarize this work, consultant will:

- Create a final prototype Credit Accounting System (TM3 in phase 1) including changes related to agency agreements, pilot project verification, beneficial actions or measurement tools, or any other changes impacting the implementation of the CAS in the pilots.
- Create a timeline for agency agreements.
- Draft agency agreements. Continue coordination with the project partners, permitting agencies, and WCTAT to assist with pilot baseline assessments, agency agreements, and landowner communications.

Timeline

Through January 2014

Task 2b: Agreements in Principle Secured

Consultant responsibility

Secure agreements with relevant agencies involved that clearly outline expectations, assumptions and roles throughout the project period. Agreements should articulate the methods used in measuring and quantifying the beneficial actions demonstrated in the pilot projects, with agencies or groups acknowledging these methods for testing purposes, and committing to incorporate learning from the project pilots into their agencies. Roles specific to the administration, pilot properties, beneficial actions, monitoring and agency permitting will also be articulated in the agency agreements. To summarize this work, consultant will work on:

- Agency Agreements should be completed by the target date of August 2013. However, if beneficial actions and measurement tools are not sufficiently developed to garner agency support of all facets discussed above by the August 2013 date, preliminary agreements will be completed by that time that lay out expectations of roles, assumptions of process, and a commitment to participate in finalizing the methods used in the pilots. Final agreements will then be completed when all facets are ready for commitment.
- Continued coordination of dialogue among regulatory agency representatives and project partners about beneficial actions and measurement methods that include all facets of pilot testing.

Contract for Services Agreement
Agriculture Strategic Plan Implementation: Ag-Watershed Project
Timeline
Through January 2014

Task 2c: Operationalize Marketplace Model

Consultant responsibility
Implement the prototype CAS into a working operational model that can be populated throughout the pilot period.

- Incorporate a ‘local currency calculator model’ for application in the pilots;
- Assess and analyze options for online, spreadsheet, or other approaches; and
- Incorporate project team input, practical and logistical factors, and eventual anticipated expansion of model in recommended final approach.

Using already existing web-based, spreadsheet, or another equally effective platform model, adapt and implement a ‘local currency calculator model’ that allows for input of baseline data and beneficial action data, and automates assessment using agreed-upon pilot metrics for measuring and quantifying predicted impacts over time. This model should integrate the results in a user-friendly format, be open for stakeholder input, and be adaptable and expandable over time.

Timeline
Through February 2014

Task 2 Work Products

1. Final prototype Credit Accounting System, with all beneficial actions and measurements finalized as prototypes for use in pilot projects.
2. Agency Agreements (including but not limited to: WA Dept of Ecology, WA Dept of Fish & Wildlife, Whatcom County).
3. Local currency calculator model.

Task 2 Timeline
July 2013 – February 2014

Task 2 Whatcom County

Whatcom County staff will be responsible for final implementation of all matters related to obtaining formal Executive or Council approval or signatory authority for agreements; including purchase agreements, contracts, easements, and budget authority.

Whatcom County will assist with project partner and agency coordination, reserve meeting space and distribute agendas, provide public notice for meetings (when necessary), provide technical specifications (if any) for work products, and provide GIS information, as needed.

Task 3: Acquisition and Restoration

The pilot projects will test the CAS (described above) on properties secured through agreements with landowners. This task relates to conducting the pilot transactions, including:

- finalizing the pilot transaction sites, prospectus, and plans using the work articulated in the Marketplace Implementation Report developed in phase 1 as the foundation;
- developing – and assisting with the execution of – the appropriate agreements, contracts, and/or easements that enable a progressive commitment and appropriate security on the part of the landowners, partners, agencies, and the County;
- coordinating any on-the-ground actions identified in the pilot;
- linking field research to modeling and other CAS operations (coordination with Task 2);
- disseminating information to partners, agencies, stakeholders, and county decision-makers along the way (coordination with Task 1); and
• maintaining sufficient documentation to inform the development of recommendations for adapting the process and CAS based on scientific learning, stakeholder input, and ease of replication and administration in the future (coordination with Task 4).

Task 3a: Pilot Project Development Plans

Consultant responsibility

Finalize pilot transactions, including beneficial actions, measurement tools, verification plans, transaction mechanism(s) and timing, valuation and funding, using the Marketplace Implementation Report and prototype CAS as the foundation.

Develop technical memorandum (#4) describing the above facets of each pilot site in detail.

Timeline

Through October 2013

Task 3b: Transaction/easement mechanism

Consultant responsibility

Develop agreements (letters of commitment, contracts, easements, etc.) with relevant landowners and/or groups of landowners (e.g. drainage or watershed improvement districts), that clearly outline expectations, assumptions and roles throughout the project period. Coordinate among project partners to develop supportable method of valuation for contracts or easements. If multiple progressively-committal agreements are needed, develop a clear timeline for when those agreements should be executed with key milestones and associated trigger points. Final agreements should, at a minimum, provide sufficient assurance that:

• ongoing access, tracking, monitoring, and other field work can be conducted for a minimum of 15 years, and preferably in perpetuity;
• any anticipated installation, earth work, or other pilot-related infrastructural work can be conducted as designed within a specified timeframe (allowing sufficient time to secure additional funding, if relevant); and
• any future marketplace credits generated from the pilot beneficial actions (if any) can accrue to the benefit of the county (or marketplace administrator) for use as offsets for other local projects requiring mitigation.

Landowner Agreements should be completed by a target date of October 2013. However, if the pilot scope is not sufficiently developed to be ready for landowner full commitment by the October 2013 date, preliminary agreements will be completed by that time that lay out expectations of roles, assumptions of process, and a commitment to participate in finalizing the pilot agreements. Final agreements will then be completed when all facets are ready for commitment.

Continue coordination of dialogue among landowners and project partners about beneficial actions, prototype CAS, and long term objectives of project that clarify assurances.

Timeline

Through August 2014

Task 3c: Pilot Implementation & CAS testing

Consultant responsibility

Work closely with the County and project partners to execute and implement agreements developed in Tasks 3a and 3b, above. In conjunction with Project Partners, coordinate all design, field work, modeling, installation and on-the-ground actions identified in the pilot, link field research to modeling and other CAS operations (coordination with Task 2), disseminate information to partners, agencies, stakeholders, and county decision-makers along the way (coordination with Task 1), and adapt practices and approaches as needed to respond to on-the-ground realities. To summarize this work, consultant will:
• Clearly articulate and coordinate Project Partners, subconsultants, regulatory agencies, and landowners roles and responsibilities with regard to pilot implementation (related to Tasks 1, 2, 3a, and 3b).
• Coordinate all prototype CAS testing and all field work and on-the-ground actions to be undertaken consistent with Tasks 2c and 3a.
• Document actions and adaptations occurring throughout the pilot implementation.

Timeline
Through September 2014

Task 3d: Technical Report & Recommendations

Consultant responsibility
Maintain sufficient documentation to inform the development of recommendations for adapting the process and prototype CAS, based on scientific learning, stakeholder input, and ease of replication and administration in the future (coordination with Task 4). Develop a draft report summarizing the pilot process and recommendations. To summarize this work, consultant will:
• Using pilot development plan (TM#4) as a starting point, summarize the process of pilot implementation, and any changes or adaptations made, including transaction costs for undergoing pilots and utilizing the CAS.
• Analyze pilot transactions and prototype CAS in light of phase 1 expectations and lessons learned.
• Address specific information on regulation and/or agency cooperation (local and state, as relevant) that needs to be considered, or barriers that need to be addressed in order to replicate or expand the program in Whatcom County or elsewhere.
• In accordance with outreach plan and Task 1, provide opportunities (at least two) for stakeholders to interact with project partners and discuss pilot transactions and prototype CAS (field tour or other forum), in addition to Review Committee discussion about same.
• Incorporate stakeholder input into analysis to create pilot implementation report.
• Communicate results to decision makers through Council presentations (1-2) at appropriate committee meetings.

Timeline
Through November 2014

Task 3 Work Products
1. Pilot Development Plan, Technical Memorandum #4 (TM numbering continued from phase 1)
2. Draft and final contract/easement mechanisms between County and landowners
3. Documentation of on-the-ground actions and field work
4. Documentation of utilized prototype CAS
5. Draft and final report on pilot implementation
6. Presentations to stakeholders and decision-makers (up to three additional; four are included in Task 1)

Task 3 Whatcom County
County staff will be responsible for final implementation of all matters related to obtaining formal Executive or Council approval or signatory authority for agreements; including purchase agreements, contracts, easements, and budget authority. The value paid to landowners for contracts or easements is not included in this contract. County staff will schedule and submit Council agenda bills in coordination with consultant PM.
County will assist with project partner and agency coordination, reserve meeting space and distribute agendas, provide public notice for meetings (when necessary), provide technical specifications (if any) for work products, and provide GIS information, as needed.

Contract for Services Agreement
Agriculture Strategic Plan Implementation: Ag-Watershed Project
**Task 4: Evaluation & Transfer**

This task integrates the Marketplace Implementation Report from phase 1 with the experience of implementing the pilots and protocol CAS. The Consultant will reflect on and evaluate the process, and develop an implementation strategy report which addresses all aspects of the project with an eye for replication and/or expansion in the future, including: transaction costs, administrative resource needs, institutional structures, agency cooperation (including partner agencies, their programs, and other permitting agencies), and integration with or changes to local policies such as farmland mitigation and critical areas management.

**Task 4a: Agency Coordination**

**Consultant responsibility**

In light of project learning, revisit agency agreements-in-principle to address methodology of prototype CAS (Task 2) and assess whether changes are warranted. Create a structure and method for multi-agency sign-on of adapted CAS, and include a process for subsequent adaptations over time.

Develop a mechanism and process by which the adapted CAS can be accepted by multiple agencies, including a way to adapt it over time as measurement tools are developed and accepted for additional beneficial actions. Coordinate dialogue among regulatory agency representatives and project partners with the intent of obtaining multi-agency agreement on the adapted CAS.

**Task 4b: Implementation plan**

**Consultant responsibility**

Develop an Implementation strategy report that incorporates learning from pilot development and implementation, and addresses the next steps for further CAS development and implementation of a natural resource marketplace. Include information about administrative and financial resources needed, institutional management given all sectors interested in participating, further agency coordination needs, strategic opportunities for near-term development (e.g. CREP expiring leases) and associated code or policy changes needed, status of mitigation requirements for farmland and watershed conversions, any other important learning and observations throughout the process that bear on future implementation strategies, and recommendations for next steps.

Write preliminary and final Implementation Strategy Report drafts, allowing sufficient time to incorporate feedback from project partners between drafts. Also develop an executive summary, or ‘White Paper’ on the Implementation Strategy Report that is a brief, visually appealing summary of key lessons learned and recommendations articulated in the Implementation Strategy Report.

**Task 4 Timeline**

Through December 2014

**Task 4 Work Products**

1. Mechanism for multi-agency sign-on to CAS, including process for adapting over time
2. Implementation Strategy Report (draft and final)

**Task 4 Whatcom County**

Whatcom County will assist with project partner and agency coordination, reserve meeting space and distribute agendas, provide public notice for meetings (when necessary), provide technical specifications (if any) for work products, and provide GIS information, as needed.
EXHIBIT B – PHASE 2 CONSIDERATION

As consideration for the services provided pursuant to the revised Exhibit A, the County agrees to compensate the Consultant as provided below for the work commencing in phase 2 of the project that begins upon execution of this revision. The previous Exhibit B no longer applies as of June 28, 2013; compensation based on the original scope and consideration for work performed through June 28, 2013 is added to the amount listed below to calculate the total consideration under the contract.

Consultant will invoice the County for milestones and deliverables as completed under the respective tasks, Compensation breakdown by phase 2 task:

- Task 1A: Coordination of team & committee $6,100
- Task 1B: Public outreach $11,760
- Task 2A: Pilot CAS $5,575
- Task 2B: Agency agreements $6,185
- Task 2C: Operationalize model $13,314
- Task 3A: Pilot development plans $12,384
- Task 3B: Transaction mechanisms $10,065
- Task 3C: Implementation & testing $38,530
- Task 3D: Report & Recommendations $6,614
- Task 4A: Agency coordination $4,430
- Task 4B: Implementation plan $7,496

**Total Phase 2 Budget** $122,453

The not-to-exceed budget for phase 2 is based on the table below. This table should not be used as a precise reflection of hours or personnel assignments by task.

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Contract for Services Agreement
Agriculture Strategic Plan Implementation: Ag-Watershed Project
Title of Document: Construction Services for Coronado-Fremont Stormwater Improvements Project

Attachments:
1. Memo
2. Contract Information Sheet
3. Contract and related exhibits

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

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

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

Committee Action:

Council Action:

Related County Contract #: 201210009
Related File Numbers:
Ordinalance or Resolution Number:

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

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

THROUGH: Frank M. Abart, Public Works Director

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

RE: Contract for Construction Services for Coronado-Fremont Stormwater
    Improvements Project

DATE: June 3, 2013

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

- **Background and Purpose**

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

  Wilson Engineering was chosen through a competitive selection process.

- **Funding Amount and Source**

  This contract in the amount of $89,783 is funded by Public Works-Stormwater's 2013 base
  budget (cost center 123208) with partial reimbursement by State of Washington Department
  of Ecology Grant G1200573 (Whatcom County Contract #201210009).

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

Attachments
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

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<th>Public Works-Stormwater</th>
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<td>Kirk Christensen, Stormwater Manager</td>
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<td>Contractor's / Agency Name:</td>
<td>Wilson Engineering, LLC</td>
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**Is this a New Contract?** If not, is this an Amendment or Renewal to an Existing Contract?

Yes _X_ No _____ Yes _X_ No _____ If yes, previous number(s): ____________________________

**Is this a grant agreement?**

Yes _X_ No _____ If yes, grantor agency contract number(s) ____________________________

CFDA number ____________________________

**Is this contract grant funded?**

Yes _X_ No _____ If yes, associated Whatcom County grant contract number(s) _______________

**Is this the result of a RFP or Bid process?**

Yes _X_ No _____ If yes, RFP and Bid number(s) _______________ Direct letter invite __ Cost Center: 123208 _______________

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

If no, include Attachment D Contractor Declaration Form. If yes, indicate qualified exclusion(s) below:

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

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

$ 89,783 ____________________________

**This Amendment Amount:**

$ ____________________________

**Total Amended Amount:**

$ ____________________________

**Scope of Services:**

Wilson Engineering will provide construction support services for the Coronado-Fremont Stormwater Improvements project including site inspection and resolution of property and right-of-way boundaries to ensure that stormwater facilities are constructed within the easements.

**Term of Contract:**

Expiration Date: December 31, 2014

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

1. Prepared by: Remy McConnell _Date 5/23/13 [electronic]
2. Attorney reviewed: Daniel L. Gibson _Date 6/30/13 [electronic]
3. AS Finance reviewed: bennett _Date 5/30/13 [electronic]
4. IT reviewed if IT related ____________________________
5. Corrections made: ____________________________
6. Attorney signoff: Daniel L. Gibson ____________________________
7. Contractor signed: ____________________________
8. Submitted to Exec Office _Date 6/7/13 [summary via electronic; hardcopies]
9. Reviewed by DCA ____________________________
10. Council approved (if necessary) ____________________________
11. Executive signed: ____________________________
12. Contractor Original Returned to dept; ____________________________
13. County Original to Council ____________________________
CONTRACT FOR SERVICES
CONSTRUCTION SERVICES FOR CORONADO-FREMONT
STORMWATER IMPROVEMENTS PROJECT

WILSON ENGINEERING, LLC, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 8
Exhibit A (Scope of Work), pp. 9 to 12
Exhibit B (Compensation), pp. 13 to 14
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 19TH day of JUNE, 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31ST day of DECEMBER, 2014.

The general purpose or objective of this Agreement is to: provide additional services in the construction phase and to assist with resolution of property and right-of-way issues, 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 EIGHTY-NINE THOUSAND, SEVEN HUNDRED EIGHTY-THREE AND NO/100 DOLLARS ($89,783.00). 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 31 day of MAY, 2013.

CONTRACTOR:

WILSON ENGINEERING, LLC

Andrew Law, P.E., Managing Member

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 31 day of MAY, 2013 before me personally appeared ANDREW LAW to me known to be a MANAGING MEMBER of WILSON ENGINEERING, LLC, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC

WHATCOM COUNTY:
Recommended for Approval:

Frank M. Abart
Date
Public Works Director

Approved as to form:

Daniel L. Gibson
Date
Chief Civil Deputy Prosecutor

Approved:
Accepted for Whatcom County:

By. _____________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON
ss
COUNTY OF WHATCOM

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

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

CONTRACTOR INFORMATION:

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

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

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

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
30.3 **No Guarantee of Employment:**
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

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

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

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

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

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

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

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

a. Professional Liability - $1,000,000 per occurrence.

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; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

35.2 **Non-Discrimination in Client Services:**

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

36.1 **Waiver of Noncompetition:**

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

36.2 **Conflict of Interest:**

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

37.1 **Administration of Contract:**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.
The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County’s representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County’s right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

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

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

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

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

38.3 E-Verify: Not Applicable

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

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

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

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

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

42.1 Disputes:

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

b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action or 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.
Wilson Engineering, LLC

Construction Services for Coronado-Fremont Stormwater Improvements Project in the Lake Whatcom Watershed And Related Property Boundary Surveying Services

Background
This scope of work is for the construction phase of a stormwater retrofit project in the Coronado-Fremont vicinity of Geneva in the Lake Whatcom Watershed. The project location is the Beecher Street abandoned right-of-way between Fremont Street and Whitney Street and in Whitney Street. There will also be work on the Fremont Street ditch that flows to this location.

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

Purpose and Need for Construction Phase Engineering Services
Due to the sensitive nature and complexity of the construction of this project and the tight schedule, it will be very beneficial to have the project engineer heavily involved with the construction phase to ensure that the project goes well. This will doubly important in the event that a less qualified contractor is working on the project.

Purpose and Need for Boundary Survey
This stormwater retrofit project (and related projects) includes installation of stormwater facilities that will directly abut private properties or that will be located within easements on private properties. In order to ensure that stormwater facilities will not be inadvertently constructed on private properties and that all easements to be obtained from property owners will have accurate legal descriptions, it is essential that the muddled property and right-of-way boundaries in this vicinity be resolved.

The stormwater facilities will be installed within the east half of the vacated and abandoned right-of-way (ROW) of Beecher Street (between Fremont Street and Whitney Street) and in Whitney Street. The two property owners to the east have agreed to allow construction within their 30 feet of the abandoned ROW. The two property owners to the west are disagreeable to construction in their 30 feet of the abandoned ROW. It is imperative that the exact location of the 30-foot width of the construction area be determined. The parcel property lines, as previously determined, are unlikely to be accurate based on the long convoluted history of survey monumentation and property delineation in this area.

One of the stormwater retrofit projects to be constructed in 2014 consists of essentially stream stabilization. The segment of stream to be stabilized extends from the intersection of Coronado and Lake Whatcom Boulevard to Whitney Street. This project is entirely on private property and as such a boundary survey is needed in preparation for acquiring easements for this work. This boundary survey can also be used for future projects on Lake Whatcom Boulevard.
SCOPE OF WORK

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

PHASE 1-A. **ONSITE CONSTRUCTION OBSERVATION SERVICES**
PHASE 1-B. **CONSTRUCTION PHASE ENGINEERING SERVICES**
PHASE 1-C. **BOUNDARY SURVEYS AND EASEMENTS**

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

SCHEDULE AND BUDGET

The boundary survey work will be completed within 30 days of notice-to-proceed. Construction phase services will be completed in a timely fashion as needed to keep the construction on schedule for completion by September 30, 2013. The attached Exhibit B (spreadsheet) gives the basis for the not-to-exceed estimate of $89,783 for these professional services. All work will be performed on a time and materials basis at the personnel and expense rates shown in Exhibits B and B-1.

PHASE 1-A. **ONSITE CONSTRUCTION OBSERVATION SERVICES**

Work consists of onsite construction observation and related tasks including:

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

**Subtask 2**  Set up project notebook and tracking forms

**Subtask 3**  On-site construction observation (45 days)
  - Daily reports
  - Coordinate scheduling with Contractor and Engineer
  - Attend project meetings
  - Document Contractor employees and Subcontractor employees on site
  - Document equipment on site
  - Project Diary
  - Photo documentation
  - Document progress
  - Document material quantities, sources, certification, testing
  - Track Contractor’s schedule and Working Days

**Subtask 4**  Project closeout procedures
  - Assist with punch list and final acceptance of work
  - Assist with record drawings
  - Compile photo documentation and daily reports for electronic and print submittal

**Subtask 5**  Project Management

Exhibit A, Scope of Work
Contract for Construction Services: Coronado-Fremont Stormwater Improvements Project
PHASE 1-B. CONSTRUCTION PHASE FOR STORMWATER RETROFIT FACILITIES

Work consists of construction phase engineering including:

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

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

**Subtask 3** Process construction submittals
Receive, track, review and approve all submittals from the Contractor.

**Subtask 4** Review requests for substitutions
Receive, track, research, review and approve all requests for substitutions from the Contractor.

**Subtask 5** Review change orders
Receive, track, review, and approve all change orders from the Contractor.

**Subtask 6** Review contractor's testing & inspection results

**Subtask 7** Site visits
This task includes up to 20 site visits, which include time for travel, on-site work, follow-up and documentation with text and photos.

**Subtask 8** Project meetings
The project engineer will participate in up to 14 weekly meetings including the preconstruction meeting.

**Subtask 9** Review Daily Reports
Review daily reports and report to County on review findings.

**Subtask 10** Review pay requests
Review and recommend for payment up to 6 pay requests

**Subtask 11** Review punch list work for compliance

**Subtask 12** Record drawings, project closeout
Prepare record drawings based on Contractor and County provided as-built data. Provide all records to the County.
PHASE 1-C. BOUNDARY SURVEYS AND EASEMENTS

Subtask 1/2  Beecher St (vacated) right-of-way field survey and research/exhibits
In order to calculate and set the limits of the original Beecher right-of-way, the locations marked with red dots in the above figure will have to be re-determined or reset. In “ordinary” areas, that could be done quite simply by surveying the controlling Plat monuments. Central Geneva has always been problematic for surveyors, however. Monuments controlling the North-South streets in Central Geneva have been confused with monuments controlling the rights-of-way in the adjacent plats. Any work in Central Geneva requires research and field verification of survey reference lines.

Subtask 3/4  Whitney St right-of-way field survey and research/exhibits
In order to recalculate the ownerships adjacent to Whitney Street and Fir Tree Way (and the property corners in the area) the controlling coordinates for the locations marked with green triangles in the figure shown above will have to be re-determined or re-calculated.

Subtasks 5/6  Stream Project field boundary survey
Additionally, in order to write easements for the proposed stream improvements north of Whitney, all affected property corners in the affected areas between the streets will need to be re-determined or re-calculated. That will require determination survey lines for Fir Tree Way, Lake Whatcom Blvd, and interior controlling boundary lines and controls.

Subtask 7  Stream Project easement descriptions/exhibits
Prepare legal descriptions and exhibits needed for execution of easements. This task will be performed after the County right-of-way staff have negotiated easements with the property owners.

DELIVERABLES FOR SCOPE OF WORK:

1. Daily reports
2. Construction observation photos
3. Submittal reviews
4. Substitution request reviews
5. Change order reviews
6. Contractor’s testing & inspection results review
7. Correspondence
8. Record Drawings
9. Project closeout documents
10. Boundary surveys for Beecher/Whitney stormwater retrofit project and the stream stabilization project
11. Legal descriptions and exhibits for easements for stream stabilization work.
### EXHIBIT "B"
(COMPENSATION)

<table>
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<th>Project Engr</th>
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**TOTAL ESTIMATE**

$ 89,783
Exhibit B-1
Compensation (continued)

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided below. Compensation for engineering, planning, and surveying professional services shall be for time and expenses not to exceed $89,783, as outlined below and in Exhibits A and B, based on work performed in satisfactory fulfillment of all items listed and receipt of deliverables.

Work continuing after the completion date of this contract shall be at the Contractor's expense unless otherwise agreed to in writing.

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

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<tr>
<th>Classification</th>
<th>Hourly Rate</th>
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<td>Principal Engineer, PE</td>
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Sub-consultants - reimbursed at cost plus 5%

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

(Submission of the above personnel rates should not be construed as a proposal to perform a set scope of work for a particular monetary sum unless accompanied by a detailed estimate of personnel time by discipline which would be required to perform said work.)
EXHIBIT "C"

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONCEALS 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, OR ANY PERSON(S) RELAYING THROUGH 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 upon the certificate holder in lieu of such endorsement(s).

<table>
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<tr>
<td>Wilson Engineering LLC</td>
<td>805 DuPont Street, Suite 7</td>
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<td>PERSONAL &amp; ADJ. INJURY</td>
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| PROJECT: Construction Services for Coronado-Fremont Stormwater Improvements Project in the Lake Whatcom Watershed And Related Property Boundary Surveying Services |
| Project: Construction Services for Coronado-Fremont Stormwater Improvements Project in the Lake Whatcom Watershed And Related Property Boundary Surveying Services |

CERTIFICATE HOLDER |
Whatcom County Public Works-Stormwater |
Attn: Remy McCannel, CAP-ORN |
322 N. Commercial Street, Suite 301 |
Bellingham WA 98225 |

CANCELLATION |
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
AUTHORIZED REPRESENTATIVE |
Matthew L. Cupples |
© 1988-2010 ACORD CORPORATION. All rights reserved. |
Construction Contract Award: Coronado-Fremont Stormwater Improvements

ATTACHMENTS

1. Memorandum to County Executive and County Council
2. Approval for Contract Award endorsed by the Executive
3. Project Narrative: Summary and Vicinity Map
4. Project Cost Breakdown
5. Bid Tabulation
6. Low Bid Proposal

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.)

Approval of contract award to Stremler Gravel, Inc., as low bidder in the amount of $595,238.40 for the Coronado-Fremont Stormwater Improvements project in the Lake Whatcom watershed.

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

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

THROUGH: Frank M. Abart, Public Works Director

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

RE: Coronado-Fremont Stormwater Improvements Construction Contract Award to Stremler Gravel, Inc.

DATE: June 5, 2013

Please find enclosed for your review and approval a contract award package for the Coronado-Fremont stormwater capital improvement project in the Lake Whatcom watershed. This package consists of an agenda bill, project narrative summary and vicinity map, project cost breakdown, bid tabulation, and the low bid proposal. Bid proposals for this project were opened at 2:30 p.m. on Tuesday, June 4, 2013.

- Requested Action
  Public Works requests that the Whatcom County Council authorize the County Executive to enter into a contract for the subject project to the low bidder, Stremler Gravel, Inc. (Stremler), in the amount of $595,238.40 including all taxes. Please signify your approval to award this contract to Stremler on the Approval for Contract Award page.

- Background and Purpose
  Stormwater improvements in the Coronado-Fremont area of the Geneva neighborhood have been identified as a high priority in the Lake Whatcom Comprehensive Stormwater Plan. Improvements include a bioinfiltration swale, pre-treatment vault, storm filter cartridge vault, conveyance systems, and replacement of undersized driveway culverts.

- Funding Amount and Source
  Expenditure for this project in the amount of $595,238.40 is authorized under Public Works-Stormwater's 2013 base budget for Lake Whatcom projects (cost center 123208).

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

Enclosures

In accordance with W.C.C.3.08.230, I concur with this recommendation:

Brad Bennett, AS-Finance Director  
Analyst  
Date  

Marianne Caldwell, Sr. Budget Analyst  
6/11/13
CORONADO-FREMONT STORMWATER IMPROVEMENTS

APPROVAL FOR CONTRACT AWARD

Approval is hereby granted to award the Contract as follows:

Project: Coronado-Fremont Stormwater Improvements

To: Stremler Gravel, Inc.

in the amount of their bid proposal of $595,238.40 including all taxes.

Jack Louws  
Whatcom County Executive  
Approving Authority  

Date
CORONADO-FREMONT STORMWATER IMPROVEMENTS

Construction Year: 2013

Project Summary:
This project is located east of Bellingham in Sections 34 & 35, T38N, R3E, in an existing urban area of the Lake Whatcom Watershed. Improvements will treat stormwater, promote infiltration, slow velocity to reduce erosion and sediment transport. Elements include constructing a bio-infiltration swale and installing stormwater vaults.

Project Status:
Construction will begin early July and will be completed by October 1, 2013.

Project Funding Sources:

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Environmental Permitting (Agencies/Permits):
Land Disturbance and Clearing Permit-Whatcom County. Revocable Encroachment Permit-Whatcom County.

Right-of-Way Acquisition:
$10,000

County Forces:
N/A
**Project Cost Break Down**

*Coronado-Fremont Stormwater Improvements*

<table>
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<tr>
<th>Item</th>
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<td>Testing and Contingency</td>
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<th>Amount</th>
<th>Unit Price</th>
<th>Amount</th>
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**Schedule A Subtotal (Bid Items A1-A40):** $327,316.00

**Whatcom County Sales Tax (8.7%):** $29,323.04

**Total Schedule A:** $356,639.04

**Bidder 1 - Stremler Gravel:**
- $277,316.00
- $260,292.00
- $29,323.04

**Bidder 2 - Award Construction:**
- $24,130.41
- $22,645.40
- $28,643.71

**Bidder 3 - Trimaxx Construction:**
- $22,000.00
- $22,000.00
- $22,000.00

**Total: $463,099.00**
BID PROPOSAL

CORONADO – FREMONT STORMWATER IMPROVEMENTS
BID No. 13-32

Date: 6-4-2013

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 Project Manual entitled: "CORONADO–FREMONT STORMWATER IMPROVEMENTS Whatcom County, Washington," including the "Bid Procedures and Conditions," "Specifications and Conditions," "Contract Forms," and "Plans" 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 "Bids" 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 Project Manuals.
## Coronado-Fremont Stormwater Improvements
### Bid Schedule A-Taxable items

<table>
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<th>ITEM NO.</th>
<th>UNIT MEASURE</th>
<th>ITEM DESCRIPTION</th>
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<th>UNIT PRICE IN FIGURES</th>
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<td>A-2</td>
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CORONADO-FREMONT STORMWATER IMPROVEMENTS
BID No. 13-32
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-30</td>
<td>SQUARE BIOFILTRATION EPDM LINER YARDS</td>
<td>230</td>
<td>$9.00</td>
<td>$2,070.00</td>
</tr>
<tr>
<td>A-31</td>
<td>SQUARE BIOINfiltration Weir, Concrete Wall Feet</td>
<td>750</td>
<td>$27.00</td>
<td>$20,250.00</td>
</tr>
<tr>
<td>A-32</td>
<td>LINEAL HIGH VISIBILITY FENCE FEET (8-01 &amp; 9-14.5)</td>
<td>570</td>
<td>$2.00</td>
<td>$1,140.00</td>
</tr>
<tr>
<td>A-33</td>
<td>CUBIC TOPSOIL, TYPE B YARD</td>
<td>70</td>
<td>$33.00</td>
<td>$2,310.00</td>
</tr>
<tr>
<td>A-34</td>
<td>CUBIC STRAW FOR BIOINfiltrATION SWALE LINING YARD</td>
<td>100</td>
<td>$21.00</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>A-35</td>
<td>SQUARE EROSION CONTROL BLANKET FOR SWALE YARDS</td>
<td>400</td>
<td>$7.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>A-36</td>
<td>SQUARE SEEDING, FERTILIZING, &amp; MULching YARDS</td>
<td>490</td>
<td>$18.00</td>
<td>$8,820.00</td>
</tr>
<tr>
<td>A-37</td>
<td>SQUARE SEEDING, FERTILIZING, &amp; MULching YARDS</td>
<td>210</td>
<td>$15.00</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>A-38</td>
<td>1000 GALLONS WATER (2-07 &amp; 8-01)</td>
<td>30</td>
<td>$39.00</td>
<td>$1,170.00</td>
</tr>
<tr>
<td>A-39</td>
<td>FORCE LANDSCAPE RESTORATION ACCOUNT</td>
<td></td>
<td>F.A.</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>A-40</td>
<td>FORCE REPAIR PUBLIC AND PRIVATE FACILITIES</td>
<td></td>
<td>F.A.</td>
<td>$22,000.00</td>
</tr>
</tbody>
</table>

**Schedule A Total**

(Bid Items A-1 through A-40, Before Tax)

$260,292.00

Whatcom County Sales Tax (6-4%) (8-7%)

$22,645.40

$282,937.40

**SCHEDULE A TOTAL, INCLUDING TAX**

(Bid Items A-1 through A-40)

$282,156.53

CORONADO-FREMONT STORMWATER IMPROVEMENTS

BID No. 13-32
<table>
<thead>
<tr>
<th>ITEM NO.</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>B-1</td>
<td>LUMP SUM: SPILL PREVENTION, CONTROL AND COUNTERMEASURES PLAN (1:07.15(1))</td>
<td>1 L.S.</td>
<td>$330.00</td>
<td></td>
</tr>
<tr>
<td>B-2</td>
<td>FORCE ACCOUNT: EROSION/WATER POLLUTION CONTROL (According to Section 1-09.6 of the Std. Specifications)</td>
<td>F.A. F.A.</td>
<td>$15,000.00</td>
<td></td>
</tr>
<tr>
<td>B-3</td>
<td>LUMP SUM: MOBILIZATION (1-09.7)</td>
<td>1 L.S.</td>
<td>$15,000.00</td>
<td></td>
</tr>
<tr>
<td>B-4</td>
<td>ACRE CLEARING AND GRUBBING &amp; TOPSOIL EXCAVATION (2-01)</td>
<td>0.05 ACRE</td>
<td>$30,400.00</td>
<td>$1,520.00 per ACRE</td>
</tr>
<tr>
<td>B-5</td>
<td>LUMP SUM: TRAFFIC CONTROL (Vehicles, Signs &amp; Devices) (1-10)</td>
<td>1 L.S.</td>
<td>$3,250.00</td>
<td></td>
</tr>
<tr>
<td>B-6</td>
<td>HOUR: TRAFFIC CONTROL LABOR (1-10)</td>
<td>400</td>
<td>$51.00</td>
<td>$20,400.00 per HOUR</td>
</tr>
<tr>
<td>B-7</td>
<td>LUMP SUM: REMOVAL OF STRUCTURES AND OBSTRUCTIONS (2-02)</td>
<td>1 L.S.</td>
<td>$1,730.00</td>
<td></td>
</tr>
<tr>
<td>B-8</td>
<td>LINEAR FEET: SAW CUT ASPHALT CONCRETE PAVEMENT (2-02)</td>
<td>500</td>
<td>$2.00</td>
<td>$1,000.00 per L.F.</td>
</tr>
<tr>
<td>B-9</td>
<td>EACH: POTHOLING</td>
<td>11</td>
<td>$517.00</td>
<td>$5,687.00 per EACH</td>
</tr>
<tr>
<td>B-10</td>
<td>LUMP SUM: DEWATERING</td>
<td>1 L.S.</td>
<td>$736.00</td>
<td></td>
</tr>
<tr>
<td>B-11</td>
<td>CUBIC YARDS: REMOVAL OF UNSUITABLE BASE MATERIAL, INCLUDING HAUL</td>
<td>25</td>
<td>$28.00</td>
<td>$700.00 per C.Y.</td>
</tr>
<tr>
<td>B-12</td>
<td>CUBIC YARDS: ROCK EXCAVATION, PNEUMATIC</td>
<td>25</td>
<td>$28.00</td>
<td>$700.00 per C.Y.</td>
</tr>
<tr>
<td>B-13</td>
<td>SQUARE FEET: SHORING</td>
<td>5000</td>
<td>$0.07</td>
<td>$350.00 per S.F.</td>
</tr>
</tbody>
</table>
B-14 TON QUARRY SPALLS

B-15 TON GRAVEL BASE
(2-03.3(14)C, 4-02, 4-04, 9-03.10)

B-16 TON CRUSHED SURFACING TOP COURSE
(4-04, 9-03.9(3))

B-17 TON ASPHALT CONCRETE PAVEMENT,
HMA CL. 1/2, PG 84
(5-04)

B-18 LINEAR PVC PERFORATED STORM SEWER, 12" DIAM.
FEET INTERCEPTOR DRAIN
(7-04, 7-08 & 9-05.2(3))

B-19 LINEAR CPE STORM SEWER, 12" DIAM.
FEET (7-04, 7-08, & 9-05.20)

B-20 LINEAR CPE STORM SEWER, 18" DIAM.
FEET (7-02, 7-08, & 9-05.19)

B-21 LINEAR CPE STORM SEWER, 24" DIAM.
FEET (7-02, 7-08, & 9-05.19)

B-22 EACH CATCH BASIN TYPE 1
(7-05, 9-05.50(3))

B-23 EACH CATCH BASIN TYPE 2, 48" DIAM.
(7-05, 9-05.50(3))

B-24 EACH CATCH BASIN TYPE 2, 60" DIAM.
DIVERSION STRUCTURE @ LOCATION #3
(7-05, 9-05.50(2))

B-26 EACH PRETREATMENT MANHOLE, 60" DIAM.
@ LOCATION #3 8'x11'
(7-05, 9-05.50(3))

B-27 EACH STORM CANNISTER VAULT @
LOCATION #3
(7-05)

B-28 EACH STORM DRAIN CLEANOUTS, 6" DIAM.

B-29 EACH ALUMINUM DEBRIS BARRIER

B-30 TON QUARRY SPALL INLET/OUTLET PROTECTION

CORONADO-FREMONT STORMWATER IMPROVEMENTS
BID No. 13-32

40 $39.00 $1,560.00

200 $24.00 $4,800.00

70 $48.00 $3,360.00

70 $143.00 $10,010.00

109 $21.00 $2,289.00

399 $50.00 $18,450.00

100 $57.00 $5,700.00

38 $83.00 $3,154.00

2 $140.00 $2,800.00

3 $2,950.00 $8,850.00

1 $2,480.00 $2,480.00

990 $12.00 $11,880.00

1 $79,000.00 $79,000.00

1 $26,500.00 $26,500.00

2 $564.00 $1,128.00

1 $483.00 $483.00

5 $169.00 $345.00
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<tr>
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<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Total</th>
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<tr>
<td>QUARRY SPALLS FOR SWALE LINING</td>
<td>15</td>
<td>TON</td>
<td>$97.00</td>
<td>$1,455.00</td>
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<tr>
<td>CONNECT TO EX. CATCH BASIN</td>
<td>1</td>
<td>EACH</td>
<td>$348.00</td>
<td>$348.00</td>
</tr>
<tr>
<td>(7-05)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONNECT TO EX. STORM DRAIN</td>
<td>1</td>
<td>EACH</td>
<td>$632.00</td>
<td>$632.00</td>
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<tr>
<td>(7-05)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>PLUG EX. STORM DRAIN</td>
<td>1</td>
<td>EACH</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>(7-05)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>QUARRY SPALL CHECK DAMS</td>
<td>20</td>
<td>TON</td>
<td>$57.00</td>
<td>$1,140.00</td>
</tr>
<tr>
<td>(6-01.3(0B))</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HIGH VISIBILITY FENCE</td>
<td>500</td>
<td>L.F.</td>
<td>$2.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>(6-01 &amp; 9-14.5)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEEDING, FERTILIZING, &amp; MULCHING</td>
<td>70</td>
<td>S.Y.</td>
<td>$24.00</td>
<td>$1,680.00</td>
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<tr>
<td>SIDE SLOPE SEED MIX</td>
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<td></td>
<td></td>
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<tr>
<td>(8-01.3(2), 8-02)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WATER</td>
<td>30</td>
<td>GAL</td>
<td>$39.00</td>
<td>$1,170.00</td>
</tr>
<tr>
<td>(2-07 &amp; 8-01)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LANDSCAPE RESTORATION</td>
<td>F.A.</td>
<td>F.A.</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
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<tr>
<td>(According to Section 1-09.6 of the Std. Specifications)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REPAIR PUBLIC AND PRIVATE FACILITIES</td>
<td>F.A.</td>
<td>F.A.</td>
<td>$36,000.00</td>
<td>$36,000.00</td>
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<td>(According to Section 1-09.6 of the Std. Specifications)</td>
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<td></td>
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<tr>
<td><strong>SCHEDULE B TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$312,301.00</strong></td>
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<tr>
<td>(Bid Items B-1 through B-40)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT**
(SCHEDULE A TOTAL, INCLUDING TAX AND SCHEDULE B TOTAL)

$595,238.40

$594,157.53

CORONADO-FREMONT STORMWATER IMPROVEMENTS
BID No. 13-32

16
NON-COLLUSION DECLARATION

CORONADO – FREMONT STORMWATER IMPROVEMENTS

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:
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.
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.

CORONADO-FREMONT STORMWATER IMPROVEMENTS
BID No. 13-32
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:  
**STREMLER GRAVEL, INC**

Address:  
**PO BOX 527**
**LYNDEN, WA 98264**

Telephone:  
**360-254-8585**

Contractor’s WA Registration Number:  
**STREMLER 06 M S**

Contractor’s WA UBI Number:  
**601-254-394**

Contractor’s WA Employment Security Department Number:  
**699 9580 00 4**

Contractor’s WA Excise Tax Registration Number:  
**601-254-394**

The Firm submitting this proposal is a:  

- Sole Proprietorship
- Partnership
- Corporation  

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

**LANE STREMLER**  
President

**VINCE STREMLER**  
Vice President

**VIRGIL STREMLER**  
Treas.

**LORINDA STREMLER**  
Sec.

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.

CORONADO-FREMONT STORMWATER IMPROVEMENTS
BID No. 13-32

18
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.

CASHIER’S CHECK □ □ IN THE AMOUNT OF ________________________

CERTIFIED CHECK □ ($ ____________) PAYABLE TO WHATCOM COUNTY

SURETY 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)

LANE STREMLER, PRES (Seal)

FIRM NAME: STREMLER CONVERS, INC

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this 14th day of, JUNE 2013, before me personally appeared

LANE STREMLER to me personally known to be the person described in
and who executed the above instrument and who acknowledged to me the act of signing thereof

NOTARY PUBLIC, in and for the State of Washington, residing at:
My Commission Expires: 2/27/14

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

CORONADO-FREMONT STORMWATER IMPROVEMENTS
BID No. 13-32

444
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, ____________, of ____________, as principal, and the Hudson Insurance Company, a corporation duly organized under the laws of the State of ____________, and having its principal place of business at 100 William Street, 5th Floor, New York, NY 10038 in the State of Washington, as Surety, are held and firmly bound unto Whatcom County, a Municipal Corporation in the State of Washington, in the full and penal sum of five percent (5%) of the total bid amount appearing on the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its bid proposal for CORONADO – FREMONT STORMWATER IMPROVEMENTS BID NO. 13-32 bid proposal, by reference thereto, being hereby made a part hereof.

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

SIGNED AND SEALED this 31st day of May 2013.

Stremler Gravel, Inc.

Principal

By __________________________ (Seal)

Hudson Insurance Company

Surety

By __________________________

Ryan E. Warnock Attorney-In-Fact

The Attorney-in-fact who executes this bond on behalf of the surety company, must attach a copy of his power-of attorney as evidence of his authority.

*New York

CORONADO-FREMONT STORMWATER IMPROVEMENTS
BID No. 13-32

20
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

On MAY 31 2013 before me, Janice R. Martin, Notary Public,

personally appeared Ryan E. Warnock

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they, executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: ________________________________

Document Date: ________________________________ Number of Pages: ________________________________

Signer(s) Other Than Named Above: ________________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: ________________________________

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner ☐ Limited ☐ General

☑ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: ________________________________

Signer is Representing:

________________________________________

________________________________________

________________________

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner ☐ Limited ☐ General

☑ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: ________________________________

Signer is Representing:

________________________________________

________________________________________

________________________
BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lawrence F. McMahon, James Balassoure, Jr., Sarah Myers, Ryan E. Warnock
of the State of California

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly subscribed, on this 21st day of February, 2013 at New York, New York.

Hudson Insurance Company

By
Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 21st day of February, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by order

(Notarial Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified.

"RESOLVED, that the President, the Executive Vice President, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agents or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety therein or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company’s surety business, and renewals, extensions, amendments, waivers, consent or stipulations regarding undertakings so made, and

FURTHER RESOLVED, that the signature of any such Officer or the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certificate given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 31st day of May 2013 at New York, New York.

Dina Daskalakis, Corporate Secretary

Form BID 3-2010 (1)
SUBCONTRACTOR LIST

WHATCOM COUNTY
DEPARTMENT OF PUBLIC WORKS

SUBCONTRACTOR LIST

Prepared in Compliance with RCW 39.30.060 as amended.

TO BE SUBMITTED WITH THE BID PROPOSAL

Project Name: CORONADO-FREMONT STORMWATER IMPROVEMENTS BID No. 13-32
Failure to list subcontractors who are proposed to perform work of heating, ventilation and air conditioning, plumbing as described in Chapter 18.106 RCW, and electrical work as described in Chapter 19.28 RCW, will result in your bid being nonresponsive and therefore void.

Subcontractor(s) that are proposed to perform work of heating, ventilation and air conditioning, plumbing as described in Chapter 18.106 RCW, and electrical work as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Work to be Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Work to be Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SIMILAR PROJECT'S REFERENCE FORM

The name of the Agency or Client for which the project was performed, including the address, phone number the name of the project manager:

Project Name: LAKE WHATCOM BLVD OVERLAY
Agency or Client: SUBCONTRACTED TO WHATCOM BUILDERS
Project Manager's Name: CRAIG MUELLER GARY GOODALL
Address: 311 GRAND AVE., STE. 503
Phone Number: 360-715-7450

Project Name: LINCOLN RD IMPROVEMENTS
Agency or Client: WHATCOM COUNTY - PW
Project Manager's Name: CECILIA THOMAS
Address: 311 GRAND AVE., SUITE 503
Phone Number: 360-715-7450

Project Name: CIN OF LYNDEN - WWTP PHASE 1
Agency or Client: CITY OF LYNDEN
Project Manager's Name: MARK SANDEL
Address: 300 4TH ST., LYNDEN, WA 98264
Phone Number: 360-354-3410

CORONADO-FREMONT STORMWATER IMPROVEMENTS
BID No. 13-32

22
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>pj</td>
<td>5/22/13</td>
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</table>

<table>
<thead>
<tr>
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<th>Date</th>
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<tr>
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<table>
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<th>Date</th>
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<tbody>
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<table>
<thead>
<tr>
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<th>Date</th>
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<table>
<thead>
<tr>
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<th>Date</th>
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<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Executive:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6/10/13</td>
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</tbody>
</table>

TITLE OF DOCUMENT

Contract Amendment between the Whatcom County and Northwest Youth Services

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

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

Northwest Youth Services provides housing services to homeless youth ages 13 to 25. Since its inception in January 2012, this contract has funded operational costs for two of Northwest Youth Services’ youth housing programs; one for youth ages 13-17 and another for youth ages 18-25. Due to funding cuts to the program for older youth, Northwest Youth Services has decided to discontinue that program as of July 1, 2013. At the same time, the program for youth ages 13-17 has expanded to serve sixteen youth (up from 12 previously).

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Northwest Youth Services,
DATE: June 10, 2013

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

▪ Background and Purpose
Northwest Youth Services provides housing services to homeless youth ages 13 to 25. Since its inception in January 2012, this contract has funded operational costs for two of Northwest Youth Services’ youth housing programs; one for youth ages 13-17 and another for youth ages 18-25. Due to funding cuts to the program for older youth, Northwest Youth Services has decided to discontinue that program as of July 1, 2013. At the same time, the program for youth ages 13-17 has expanded to serve sixteen youth (up from 12 previously).

▪ Funding Amount and Source
The funding source for this amendment is County recording fee revenues. This amendment adds $20,000 in additional funding and brings total funding for the year to $86,600 for this contract. Funding for this contract is included in the 2013 budget. This amendment requires Council approval because the increase in funding exceeds 10%.

▪ Differences from Previous Contract
This amendment includes adjustments to the scope of work and contract budget to allow for the change in programming described above.

The contract history is:
- Original amount  $ 60,000
- Amendment #1  $ 66,600
- Amendment #2  $ 20,000

Revised total maximum consideration is not to exceed $146,600.

Please contact Gail deHoog at extension 30693 if you have any questions regarding this amendment.
Encl.
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Gail deHoog</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Northwest Youth Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, previous number(s):</td>
<td>201110021-1</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a grant agreement?</th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, grantor agency contract number(s)</td>
<td>CFDA number</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this contract grant funded?</th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, associated Whatcom County grant contract number(s)</td>
<td>201302005</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, RFP and Bid number(s)</td>
<td>Cost Center:</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Contract Amount: (sum of orig contract amt and any prior amendments)</th>
<th>$126,600</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Amendment Amount:</td>
<td>$20,000</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$146,600</td>
</tr>
</tbody>
</table>

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

Northwest Youth Services provides housing for homeless at risk youth. The shelter provides a safe home for up to 16 run-away or homeless youth with a bed and provisions, intensive case management, life skills classes, and supportive services.

Term of Contract: 1/1/12 – 12/31/13
Expiration Date: 12/31/13

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted] [sign or initial] [indicate date transmitted]
1. Prepared by: pj  Date 5/21/13 [electronic]
2. Attorney reviewed: Daniel L. Gibson  Date 05/30/13 [electronic]
3. AS Finance reviewed: mde  Date 05/29/13 [electronic]
4. IT reviewed if IT related
5. Corrections made:
6. Attorney signoff: Daniel L. Gibson  Date 05/30/13 [electronic] hard copy printed
7. Contractor signed:  Date 6/7/13
8. Submitted to Exec Office
9. Council approved (if necessary)  Date
10. Executive signed:  Date
11. Contractor Original Returned to dept;  Date
12. County Original to Council  Date
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

Whatcom County # 20110021

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

AMENDMENT NUMBER: 2

CONTRACT PERIODS:
Original: 01/01/2012 – 12/31/2012
Amendment #1 01/01/2013 – 12/31/2013
Amendment #2 07/01/2013 – 12/31/2013

AND CONTRACTOR:
Northwest Youth Services
1020 N. State St.
Bellingham, WA 98225

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

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit “A”, Scope of Work, Section I Background by replacing it with the following:

"Northwest Youth Service’s Positive Adolescent Development Program (The PAD), and the Housing Under Served Low-Income Youth (H.U.S.L.Y.) Program, to be funded through this contract, offer emergency shelter beds to homeless and at-risk youth and are the only non-tribal emergency shelter programs for youth in Whatcom County. The PAD will provide up to sixteen interim housing beds which serves ages 13-17. At least one PAD bed will be utilized for youth experiencing mental illness and available to the youth until they stabilize. H.U.S.L.Y. will provide four emergency shelter beds and serve ages 18-25 through June 30, 2013. This contract provides funding for operational costs for both programs, including, shelter supplies, shelter rent, liability insurance, and staff costs associated with 24/7 on-site staffing."

2. Replace Exhibit “A” Scope of Work, Section II Statement of Work, Item1 with the following:

1. Operational expenses for the H.U.S.L.Y. emergency housing program through June 30, 2013. Allowable expenses are for shelter supplies, utilities, insurance, building rent and personnel costs. This program will be discontinued as of July 1, 2013.

An amended Exhibit “A” is attached to include these changes.

3. Replace Exhibit “B” Compensation with the attached Exhibit “B”.

4. The effective date of the amendment is July 1, 2013.

5. Funding for this contract period (01/01/2013 – 12/31/2013) is not to exceed $66,600.

6. The funding for the total contract period (01/01/2012 – 12/31/2013) is not to exceed $146,600.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

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

Signature is required below.

APPROVAL AS TO PROGRAM: 

Anne Deacon, LICSW, Human Services Manager 6/4/13

DEPARTMENT HEAD APPROVAL: 

Regina A. Delahunt, WCHD Director 6/10/13

APPROVAL AS TO FORM: 

Daniel L. Gibson, Chief Civil Deputy Prosecutor 06/10/13

FOR THE CONTRACTOR:

Contractor Signature

Print Name and Title

Date

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this _____ day of __________________, 2013, before me personally appeared _______________________, to me known to be the _______________________ and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

__________________________

NOTARY PUBLIC in and for the State of Washington

Residing at Bellingham.

My Commission expires:

FOR WHATCOM COUNTY:

__________________________

Jack Louws

County Executive

Date

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this _____ day of __________________, 2013, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

__________________________

NOTARY PUBLIC in and for the State of Washington

Residing at Bellingham.

My Commission expires:
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

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

Signature is required below.

________________________________________
Anne Deacon, LICSW, Human Services Manager
Date

________________________________________
Regina A. Delahunt, WCHD Director
Date

________________________________________
Daniel L. Gibson, Chief Civil Deputy Prosecutor
06/10/13

FOR THE CONTRACTOR:

______________________________
Contractor Signature

______________________________
Print Name and Title

6/7/13

Date

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 7th day of June, 2013, before me personally appeared Rianonn Padgley, to me known to be the Executive Director, and who acknowledged to me the act of signing and sealing thereof.

______________________________
NOTARY PUBLIC in and for the State of Washington

Residing at Bellingham.

My Commission expires:

FOR WHATCOM COUNTY:

______________________________
Jack Louws
County Executive

______________________________
Date

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this ______ day of __________________, 2013, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

______________________________
NOTARY PUBLIC in and for the State of Washington

Residing at Bellingham.

My Commission expires:
I. Background

Northwest Youth Service's Positive Adolescent Development Program (The PAD), and the Housing Under Served Low-Income Youth (H.U.S.L.Y.) Program, to be funded through this contract, offer emergency shelter beds to homeless and at-risk youth and are the only non-tribal emergency shelter programs for youth in Whatcom County. The PAD will provide up to sixteen interim housing beds which serve ages 13-17. At least one PAD bed will be utilized for youth experiencing mental illness and available to the youth until they stabilize. H.U.S.L.Y. will provide four emergency shelter beds and serve ages 18-25 through June 30, 2013. This contract provides funding for operational costs for both programs, including, shelter supplies, shelter rent, liability insurance, and staff costs associated with 24/7 on-site staffing.

II. Statement of Work

The Contractor will use funds from this contract to pay for:

2. Operational expenses for the H.U.S.L.Y. emergency housing program through June 30, 2013. Allowable expenses are for shelter supplies, utilities, insurance, building rent and personnel costs. This program will be discontinued as of July 1, 2013.

3. Operational expenses for the PAD Program. Allowable expenses are the salary and benefits for residential youth staff.

The Contractor will comply with Homeless Management Information System (HMIS) data collection and recording requirements by coordinating with the HMIS coordinator located at the Whatcom Homeless Service Center.

Unless otherwise provided in this Agreement, CONTRACTOR shall ensure that any adult individual receiving services from the CONTRACTOR under this Agreement has unrestricted access to the individual’s personal property. The CONTRACTOR shall not interfere with any adult individual’s ownership, possession, or use of the individual’s property unless clinically indicated. The CONTRACTOR shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual’s age, development, and needs. Upon termination of this Agreement, the CONTRACTOR shall immediately release to the individual and/or the individual’s guardian or custodian all of the individual’s personal property.”

The Contractor will submit monthly occupancy reports in a format approved by the Whatcom County Health Department.
Amendment #2 EXHIBIT "B"
(COMPENSATION)

I. Budget and Source of Funding: The source of funding for this contract, in the amount not to exceed $86,600.00, is County-held SHB 2060 Housing Program funds and NSMHA funding.

II. Budget, Rates, and Allowable Costs

The budget for this contract period 1/1/2013 – 12/31/2013 is as follows:

<table>
<thead>
<tr>
<th>Activity / Line Item</th>
<th>Funding Period</th>
<th>Documentation Required with Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>HUSLY Personnel Costs</td>
<td>1/1/13 – 06/30/13</td>
<td>General Ledger Detail indicating staff member assigned to the project, hours worked and rate of pay</td>
<td>$8,034.00</td>
</tr>
<tr>
<td>HUSLY Telephone/Utilities</td>
<td>1/1/13 – 06/30/13</td>
<td>General Ledger Detail plus copies of receipts</td>
<td>$1,858.00</td>
</tr>
<tr>
<td>HUSLEY Insurance</td>
<td>1/1/13 – 06/30/13</td>
<td>General Ledger Detail plus copies of receipts</td>
<td>$257.00</td>
</tr>
<tr>
<td>HUSLEY Shelter Supplies</td>
<td>1/1/13 – 06/30/13</td>
<td>General Ledger Detail plus copies of receipts</td>
<td>$34.00</td>
</tr>
<tr>
<td>HUSLEY Rent</td>
<td>1/1/13 – 06/30/13</td>
<td>General Ledger Detail plus copies of receipts</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>PAD Personnel Costs</td>
<td>1/1/13 – 12/31/13</td>
<td>General Ledger Detail indicating staff member assigned to the project, hours worked and rate of pay</td>
<td>$64,644.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Direct Cost Total</strong></td>
<td><strong>$78,727.00</strong></td>
</tr>
<tr>
<td>10% Administration</td>
<td></td>
<td></td>
<td>$7,873.00</td>
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<tr>
<td><strong>Total Budget</strong></td>
<td></td>
<td></td>
<td><strong>$86,600.00</strong></td>
</tr>
</tbody>
</table>

In no instance shall the administration line item exceed 10% of direct costs. Changes to the line item budget in excess of 10% of the contract amount must be approved by the County.

III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoice documentation requirements are specified above.

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

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

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

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

   I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
5. **Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
**TITLE OF DOCUMENT:**

Construction Contract Award for Gooseberry Point Ferry Wingwall Replacement
CRP No. 912004 – Federal Aid No. FBD-2037(100)

**ATTACHMENTS:**

1. Memo
2. Resolution amending County Road Project (CRP) No. 912004 and awarding construction contract
3. Approval to Award Construction Contract endorsed by Executive
4. Project Summary and Vicinity Map
5. Project Cost Breakdown
6. Bid Tabulation
7. Low Bid Proposal

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

Resolution amending CRP No. 912004 and authorizing additional funds for the award of the Gooseberry Point Ferry Wingwall Replacement contract to Culbertson Marine Construction as low bidder in the amount of $651,326.59.

**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: 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 E. Lee, P.E., Engineering Manager

Date: June 4, 2013

Re: Gooseberry Point Ferry Wingwall Replacement
   CRP No. 912004 - Federal Aid No. FBD-2037(100)
   Construction Contract Award

Attached for your review and signature is the standard construction contract award package for the Gooseberry Point Ferry Wingwall Replacement Project, CRP 912004. This package consists of the following: agenda bill, resolution to amend the CRP and award the contract, approval of contract award, project summary and vicinity map, 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 Gooseberry Point Ferry Wingwall Replacement Project to the low bidder, Culbertson Marine Construction in the amount of $651,326.59 including all taxes. This recommendation is based on a review of the three (3) bids received.

Background and Purpose
This project consists of replacing the existing deteriorated wooden wingwalls with modern, steel pile-supported wingwalls to allow for safe docking of the Whatcom Chief. The project is listed as Item No. 37 on the 2013 Annual Construction Program that was adopted by the Council on September 25, 2012.

Funding Amount and Source
$400,000 in Federal Ferry Boat Discretionary funds have been secured for construction of this project with the remainder being funded with Whatcom County local funds.

Please contact James Lee at extension 50617 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:

[Signature]

Chris Mohnkern, Purchasing Coordinator

Date: 6/7/13
RESOLUTION NO. ________

AMENDING COUNTY ROAD PROJECT No. 912004 AND AUTHORIZING ADDITIONAL FUNDS FOR THE AWARD OF A CONTRACT FOR “GOOSEBERRY POINT FERRY WINGWALL REPLACEMENT.”

WHEREAS, this project is included in the officially adopted 2013 Annual Construction Program as Item No. 37;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that CRP No. 912004 is formally amended to include the construction of the Gooseberry Point Ferry Wingwall Replacement Project. The Contract for this project is awarded to Culbertson Marine Construction in the amount of their bid of $651,326.59.

An appropriation from the officially adopted Road Fund Budget and based on the County Engineer’s estimate is hereby made in the amounts and for the purposes shown:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT OF APPROPRIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$65,000</td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>$0</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$65,000</td>
</tr>
<tr>
<td>Construction Contract</td>
<td>$651,326.59</td>
</tr>
<tr>
<td>Construction Engineering/Testing/Contingency</td>
<td>$75,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$791,326.59</strong></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the construction is to be accomplished by Contract in accordance with RCW 36.77.020 et. seq.

APPROVED this ____ day of __________, 20__. 

ATTEST: 
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Kathy Kershner, Council Chair

APPROVED AS TO FORM:

Daniel L. Gibson
Chief Civil Deputy Prosecutor
Gooseberry Point Ferry Wingwall Replacement

CRP No. 912004

Federal Aid No. FBD-2037(100)

APPROVAL FOR CONTRACT AWARD

Approval is hereby granted to award the Contract as follows:

Project: Gooseberry Point Ferry Wingwall Replacement; CRP No. 912004

To: Culbertson Marine Construction

In the amount of their bid proposal $651,326.59 including all taxes.

Jack Louws, Whatcom County Executive
Approving Authority

Daniel L. Gibson
Chief Civil Deputy Prosecutor

Date

June 5, 2013
Ferry Dock Improvements
CRP #912004

Construction Funding Year(s): 2013 - 2018

Project Narrative:
This project includes improvements to the ferry docks at Gooseberry Point and Lummi Island, in Sections 3 & 4, T37N, R1E. It includes replacement of dolphins, wingwalls, paint systems and other dock facilities. This project is listed #37 on the 2013-2018 Six Year Transportation Improvement Program.

Project Status:
Design, permitting, and construction activities are ongoing

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $1,525,000</th>
<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date: N/A</td>
<td>Federal: $400,000 Ferry Boat Discretionary</td>
</tr>
<tr>
<td></td>
<td>State: $</td>
</tr>
<tr>
<td></td>
<td>Local: $1,124,000 (STIP 2013-2018)</td>
</tr>
</tbody>
</table>

Environmental Permitting: HPA, SEPA, CORPS 404, COUNTY SHORELINES
Right-of-Way Acquisition (Estimate): None Required
County Forces (Estimate): N/A
## Project Cost Breakdown

**Gooseberry Point Ferry**  
**Wingwall Replacement**  
**CRP No. 912004**  
**Federal Aid No. FBD-2037(100)**

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Whatcom County</th>
<th>Federal Funds</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$65,000.00</td>
<td>$0.00</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>Right of Way</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contract</td>
<td>$251,326.59</td>
<td>$400,000.00</td>
<td>$651,326.59</td>
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<td>Construction Engineering, Testing,</td>
<td></td>
<td></td>
<td></td>
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<td>and Contingency</td>
<td>$75,000.00</td>
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<td>$75,000.00</td>
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<td>$791,326.59</td>
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<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>L.S.</td>
<td>L.S.</td>
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<tr>
<td>2</td>
<td>TYPE B PROGRESS SCHEDULE</td>
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<td>L.S.</td>
</tr>
<tr>
<td>3</td>
<td>STRUCTURE SURVEYING</td>
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<td>L.S.</td>
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<tr>
<td>4</td>
<td>MAINTENANCE OF TRAFFIC</td>
<td>L.S.</td>
<td>L.S.</td>
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<tr>
<td>5</td>
<td>SPCC PLAN</td>
<td>L.S.</td>
<td>L.S.</td>
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<tr>
<td>6</td>
<td>REMOVAL OF STRUCTURES AND OBSTRUCTIONS</td>
<td>L.S.</td>
<td>L.S.</td>
</tr>
<tr>
<td>7</td>
<td>EROSION AND SEDIMENT CONTROL</td>
<td>EST</td>
<td>DOLLARS</td>
</tr>
<tr>
<td>8</td>
<td>FURNISH AND DRIVE TEMPORARY STEEL PILES STEEL PILES (24&quot;DIA x 1/2&quot;T)</td>
<td>2</td>
<td>EACH</td>
</tr>
<tr>
<td>9</td>
<td>FURNISHING STEEL BACKING PILES (36&quot;DIA x 3/8&quot;T)</td>
<td>600</td>
<td>LINEAR FOOT</td>
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<tr>
<td>10</td>
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<td>EACH</td>
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<td>LINEAR FOOT</td>
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<td>12</td>
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<tr>
<td>13</td>
<td>FURNISH AND INSTALL REACTION CAPS</td>
<td>L.S.</td>
<td>L.S.</td>
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<td>14</td>
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<td>L.S.</td>
<td>L.S.</td>
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<tr>
<td>15</td>
<td>FURNISH AND INSTALL HOPE SLEEVES</td>
<td>16</td>
<td>EACH</td>
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<td>16</td>
<td>MISCELLANEOUS FERRY TERMINAL REPAIR</td>
<td>EST</td>
<td>DOLLARS</td>
</tr>
</tbody>
</table>

| SUBTOTAL | $646,200.00 | $650,301.00 | $697,340.00 | $758,140.00 | $64,441.90 |
| WSTT (8.5%) | $54,677.00 | $51,025.59 | $59,273.90 | $62,258.19 |
| TOTAL     | $690,877.00 | $651,326.59 | $756,613.90 | $822,428.90 |           |

I hereby certify that the amounts tabulated herein are correct and accurately represent the amounts contained in the Engineer's estimate and the respective bid proposals opened at 2:30 P.M., May 30, 2013 for Gooseberry Point Ferry Wingwall Replacement, CRP No. 912004, Federal Aid No. FBD-2037(100).

Joseph P. Rutan, P.E., County Engineer

STATE OF WASHINGTON
COUNTY OF POCAHONTAS

On this day personally appeared before me, Joseph P. Rutan, P.E., known to me to be the County Engineer and the person described herein as who executed the within and foregoing instrument.

SANDRA L. MOCK
Commission Expires 08-29-2014
NOTARY PUBLIC
Residing At Ellington, W.Va.

BOLD INDICATES CORRECTED AMOUNTS
BID PROPOSAL FOR

GOOSEBERRY POINT FERRY
WINGWALL REPLACEMENT

CRF NO. 912004
FEDERAL AID NO. FBD- 2037(100)

DATE: May 28, 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: “Gooseberry Point Ferry Wingwall Replacement Project, CRP No. 912004” Whatcom County, Washington, including the "Bid Procedures and Conditions," "Specifications and Conditions," "Contract Forms," "Construction Plans," and "Appendix," 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>
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<td>$ 1,000.00</td>
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<td>5</td>
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<td>SPCC Plan</td>
<td>L.S.</td>
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<td>6</td>
<td>LUMP SUM</td>
<td>REMOVAL OF STRUCTURES AND OBSTRUCTIONS</td>
<td>L.S.</td>
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<td>EACH</td>
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<td>2</td>
<td>$ 1,500.00 per EA</td>
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<td>9</td>
<td>LINEAR FOOT</td>
<td>FURNISHING STEEL BACKING PILES (36&quot;DIA x 2&quot;H)</td>
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<tr>
<td>16</td>
<td>DOLLARS</td>
<td>MISCELLANEOUS FERRY TERMINAL REPAIR</td>
<td>EST</td>
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<td>$ 40,000.00</td>
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</table>

Subtotal: $600,301.00
WSST (9.5%): $57,825.59

TOTAL BID AMOUNT (Bid Items 1-16): $658,126.59
NON-COLLUSION DECLARATION

GOOSEBERRY POINT FERRY
WINGWALL REPLACEMENT

CRP NO. 912004
FEDERAL AID NO. FBD-2037(100)

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:  Culbertson Marine Construction, Inc.

Address:  12819 Similk Bay Rd
          Anacortes, WA 98221

Telephone:  360-293-5684

Contractor's WA Registration Number:  CULBEMCO6208

Contractor's WA UBI Number:  601-579-126

Contractor's WA Employment Security Department Number:  819362-00-2

Contractor's WA Excise Tax Registration Number:  601-579-126

The Firm submitting this proposal is a:

X  Corporation

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

Andrew B. Culbertson  President

Name (printed)  Title

Name (printed)  Title

Name (printed)  Title

Name (printed)  Title

Name (printed)  Title

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.

Gooseberry Point Ferry
Wingwall Replacement
CRP 912004, Federal Aid #FBD-2037(100)
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
☐ CERTIFIED CHECK
☐ CASHIER'S CHECK
☒ PROPOSAL BOND

IN THE AMOUNT OF ____________________________

__________________________________________ DOLLARS

($__________) PAYABLE TO WHATCOM COUNTY

IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) 1, 2, & 3.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED)

__________________________ (Seal)

FIRM NAME: Culbertson Marine Construction, Inc.

STATE OF WASHINGTON )
 ) ss.
COUNTY OF WHATCOM )

On this 30 day of May, 2013 before me personally appeared

Andrew B. Culbertson to me personally known to be the person

described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

Kathleen J. Marcotti
NOTARY PUBLIC, in and for the State of Washington, residing at: Anacortes
My Commission Expires: Feb 3, 2017

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the County will be cause for considering the proposal irregular and for subsequent rejection of the bid.

Gooseberry Point Ferry
Wingwall Replacement
CRP 912004, Federal Aid #FBD-2037(100)
**TITLE OF DOCUMENT:**

Local Agency Standard Consultant Agreement between Whatcom County and Sargent Engineers

**ATTACHMENTS:**
1. Cover Memo
2. Agenda Bill
3. Contract Information Sheet
4. Local Agency Standard Consultant Agreement

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

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

Requested Date:

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

This Local Agency Standard Consultant Agreement between Whatcom County and Sargent Engineers provides for design of the Hannegan Road Ten-Mile Creek Bridge No. 236 Replacement Project.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

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

Through: Frank M. Abart, Director

From: Joseph P. Rutan, P.E., Assistant Director/County Road Engineer
       James E. Lee, P.E., Engineering Manager

Date: June 4, 2013

Subject: Hannegan Road Ten-Mile Creek Bridge No. 236 Replacement Project CRP 913007 Local Agency Standard Consultant Agreement with Sargent Engineers

Enclosed for your review and signature are two (2) originals of a Local Agency Standard Consultant Agreement between Whatcom County and Sargent Engineers.

Requested Action
Public Works respectfully requests that the County Council authorize the County Executive to enter into a Local Agency Standard Consultant Agreement with Sargent Engineers to provide the design for the Hannegan Road Ten-Mile Creek Bridge No. 236 Replacement Project.

Background and Purpose
The existing bridge, constructed in 1944 and rebuilt in 2002 utilizing reinforced concrete bathtub girders, is considered functionally obsolete and is showing early signs of deterioration in the girders. This type of bridge structure has historically not held up well on heavy truck routes such as the Hannagean Road. This design work is needed to allow for rapid replacement of the structure before the damage becomes significant and the bridge becomes load restricted.

This proposed Local Agency Standard Consultant Agreement will provide for the bridge design, geotechnical engineering, and hydraulic analysis associated with the Hannegan Road Ten-Mile Creek Bridge No. 236 Replacement Project. Sargent Engineers was selected as the most qualified consultant for this work based on the Whatcom County Request for Qualifications (RFQ) #13-22 selection process.

Funding Amount and Source
The not-to-exceed amount for this contract is $101,456. This work is included in the 2013 Annual Construction Program under Item No. 35 titled Hannegan Road Bridge No. 236 Replacement Project.

Please contact James Lee at extension 50617 if you have any questions or concerns regarding the terms of this agreement.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works – Engineering Division</th>
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</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>James E. Lee, P.E., Engineering Manager</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Sargent Engineers, Inc.</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes ☑ No _____ 
If not, is this an Amendment or Renewal to an Existing Contract? Yes ____ No ____ If yes, previous number(s): ____________________________

Is this a grant agreement? Yes ____ No ☑ If yes, grantor agency contract number(s) ________ CFDA # ________________

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

Is this contract the result of a RFP or Bid process? Yes ☑ No ____ If yes, RFP and Bid number(s) ________ Contract RFQ 13-22 Cost Center: CRP 913007

Is this contract excluded from E-Verify? No ____ Yes ☑ If no, include Attachment D Contractor Declaration

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

<table>
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<tr>
<th>Contract Amount: (sum of orig contract amt and any prior amendments)</th>
<th>$ 101,456</th>
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<td>This Amendment Amount:</td>
<td>$ 0</td>
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<tr>
<td>Total Amended Amount:</td>
<td>$ 101,456</td>
</tr>
</tbody>
</table>

Scope of Services:

This Local Agency Standard Consultant Agreement between Whatcom County and Sargent Engineers provides for design of the Hannegan Road Ten-Mile Creek Bridge No. 236 Replacement Project.

Term of Contract: Not-to-Exceed Expiration Date: 12-31-2014

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

1. Prepared by JEL Date 5-30-2013 [electronic]
2. Attorney reviewed Daniel Gibson Date 5-30-2013 [electronic]
3. AS Finance reviewed bbennett Date 5-30-2013 [electronic]
4. IT reviewed if IT related Date 5-30-2013 [electronic]
5. Corrections made JEL Date 5-30-2013 [electronic] [summary via electronic; hardcopies]
6. Attorney signoff Daniel Gibson Date 5-30-2013 [electronic]
7. Contractor signed JEL Date 5-31-2013
8. Submitted to Exec Office Date 6-7-13 [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
Local Agency
Standard Consultant Agreement

☑ Architectural/Engineering Agreement
☐ Personal Services Agreement

Agreement Number

Federal Aid Number

Agreement Type (Choose one)

☐ Lump Sum
Lump Sum Amount $ _____________

☐ Cost Plus Fixed Fee
Overhead Progress Payment Rate ________%
Overhead Cost Method
☐ Actual Cost
☐ Actual Cost Not To Exceed ________%
☐ Fixed Overhead Rate ________%

Fixed Fee $ _____________

☑ Specific Rates Of Pay
☐ Negotiated Hourly Rate
☐ Provisional Hourly Rate

☐ Cost Per Unit of Work

Project Title And Work Description
Hannegan Road Ten Mile Creek, Bridge #236 Replacement
CRP No. 913007

DBE Participation
☐ Yes ☑ No ________%

Federal ID Number or Social Security Number
91-1273873

Do you require a 1099 for IRS?
☐ Yes ☑ No

Completion Date
December 31, 2014

Total Amount Authorized $ 101,456.00

Management Reserve Fund $

Maximum Amount Payable $ 101,456.00

Index of Exhibits (Check all that apply):

☑ Exhibit A-1 Scope of Work
☐ Exhibit A-2 Task Order Agreement
☐ Exhibit B-1 DBE Utilization Certification
☑ Exhibit C Electronic Exchange of Data
☐ Exhibit D-1 Payment - Lump Sum
☐ Exhibit D-2 Payment - Cost Plus
☑ Exhibit D-3 Payment - Hourly Rate
☐ Exhibit D-4 Payment - Provisional
☐ Exhibit E-1 Fee - Lump/Fixed/Unit
☐ Exhibit E-2 Fee - Specific Rates
☐ Exhibit F Overhead Cost
☐ Exhibit G Subcontracted Work
☐ Exhibit G-1 Subconsultant Fee

☑ Exhibit G-2 Fee-Sub Specific Rates
☐ Exhibit G-3 Sub Overhead Cost
☐ Exhibit H Title VI Assurances
☐ Exhibit I Payment Upon Termination of Agreement
☐ Exhibit J Alleged Consultant Design Error Procedures
☐ Exhibit K Consultant Claim Procedures
☐ Exhibit L Liability Insurance Increase
☐ Exhibit M-1a Consultant Certification
☐ Exhibit M-1b Agency Official Certification
☐ Exhibit M-2 Certification - Primary
☐ Exhibit M-3 Lobbying Certification
☐ Exhibit M-4 Pricing Data Certification
☐ App. 31.910 Supplemental Signature Page

THIS AGREEMENT, made and entered into this _____________ day of _____________, __________, between the Local Agency of Whatcom County, Washington, hereinafter called the “AGENCY”, and the above organization hereinafter called the “CONSULTANT”.

DOT Form 140-069 EF
Revised 3/2/2008
Page 1 of 8
WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work
The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work
The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements
All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A”.

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Bushness Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’S “DBE Program Participation Plan”. The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT’S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.
IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit “D” attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY’S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit “G” attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit “G.”

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a
third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination
During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et seq.)

49 CFR Part 21
23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “H” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “H” in every sub-contract, including procurement of materials and leases of equipment; unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement
The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit “I” for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.
In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’S failure to perform is without the CONSULTANT’S or it’s employee’s default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY’S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X Changes of Work**
The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI Disputes**
Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer’s decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit “J”, and disputes concerning claims will be conducted under the procedures found in Exhibit “K”.

**XII Venue, Applicable Law, and Personal Jurisdiction**
In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.
XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT’S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT’S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT’S negligence or the negligence of the CONSULTANT’S agents or employees.

The CONSULTANT’S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT’S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor’s failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker’s compensation and employer’s liability insurance as required by the STATE.

B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars ($2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars ($1,000,000).

C. Vehicle liability Insurance for any automobile used in an amount not less than a one million dollar ($1,000,000) combined single limit.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million ($1,000,000) dollars, whichever is the greater, unless modified by Exhibit “L”. In no case shall the CONSULTANT’S professional liability to third parties be limited in any way.
The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work
A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any “request for equitable adjustment”, hereafter referred to as “CLAIM”, under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans
If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review
The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency
Attached hereto as Exhibit “M-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “M-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “M-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “M-4” Certificate of Current Cost or Pricing Data. Exhibit “M-3” is required only in AGREEMENTS over $100,000 and Exhibit “M-4” is required only in AGREEMENTS over $500,000.

XVIII Complete Agreement
This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance
This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.
In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the 
"Execution Date" box on page one (1) of this AGREEMENT.

By  [Signature]  By  [Signature]

Consultant  Sargent Engineers, Inc.  Agency  Whatcom County
Executed by Whatcom County this _____ day of ____________, 20__.

By: ________________________________
    Jack Louws
    Whatcom County Executive

STATE OF WASHINGTON  )
    ) ss.
COUNTY OF WHATCOM  )

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

______________________________
Notary Public, in and for the
State of Washington, residing at:

______________________________
My commission expires: ____________

Approved as to form: ________________________
Chief Civil Deputy Prosecutor

06/05/13
Exhibit A-1
Scope of Work
Hannegan Road Ten Mile Creek, Bridge #236 Replacement

OBJECTIVE

The objective of this Agreement is to provide professional services necessary for the preparation of the plans, specifications, and estimate for the replacement of the bridge that carries Hannegan Road over Ten Mile Creek. The new bridge is envisioned to be a single span bridge along the same alignment as the existing road.

SERVICES

The Consultant will perform the roadway design, the bridge design, the stream hydraulics, and the geotechnical engineering services. The County will provide the land survey, the environmental permits, agreements with adjoining residents, and manage construction.

GEOTECHNICAL STUDY

The geotechnical study will be performed by Hart Crowser as a subconsultant to Sargent Engineers. Hart Crowser will conduct a geotechnical investigation in general accordance with WSDOT standards to evaluate subsurface soil and groundwater conditions, bridge abutment stability, foundation design, and retaining structure design. Hart Crowser’s geotechnical investigation will include research, reconnaissance, subsurface explorations, laboratory testing, engineering analyses, and consultation, as outlined below.

- Review readily available published geologic maps and water well logs that cover the site vicinity, and other geotechnical reports provided by the County (if any), for general information regarding subsurface soil, rock, and groundwater conditions, and geologic hazards.

- Call "One Call" service for public utility locates. (County personnel will mark boring locations in the field.)

- Conduct field explorations, including:
  - Drilling one boring near each proposed abutment. One boring will be drilled to a depth of approximately 75 feet to 100 feet below grade. The other boring will be drilled to a depth of approximately 40 feet below grade to verify that near-surface soil conditions are similar at both abutment locations.
  - Obtaining soil samples at 2.5- or 5-foot depth intervals by driving split-spoon samplers in accordance with the Standard Penetration Test procedure.
  - Maintaining a log of the soils encountered in the borings and collecting soil samples for laboratory testing.
• Backfilling the exploration holes in accordance with Ecology regulations, and patching the surface with ready-mix concrete.

• Collect soil spoils from the borings in up to seven 55-gallon drums, remove drums from site, and dispose of drums at a licensed facility.

• Conduct a series of geotechnical laboratory tests on selected soil samples obtained from the explorations to evaluate the engineering and index properties of the site soils. The specific tests conducted will depend upon actual conditions encountered, but the anticipated testing will include up to 12 moisture content, 4 density, 3 Atterberg limits, 1 direct shear, 2 sieve analysis, 2 fines content, and 1 consolidation tests. Additionally, up to two suites of tests to evaluate soil corrosion potential will be performed.

• Conduct engineering analysis to evaluate seismic hazards, ground settlement, abutment stability, and foundation alternatives.

• Prepare a draft report outlining our findings and recommendations, including information related to the following:
  • Subsurface soil and groundwater conditions;
  • Seismic hazards and design parameters;
  • Site preparation and grading guidelines;
  • Lateral earth pressures; and,
  • Foundation design alternatives and parameters.

• Prepare a final report incorporating comments from the project team on the draft report;

• Attend up to one project team coordination meeting at the County and participate in an additional meeting via conference call.

• Provide geotechnical project management and support services, including coordinating staff and subcontractors, invoicing, and conducting phone consultations and email communications with the County and the design team.

The following assumptions are made for this scope of work:

• The County will provide right-of-access to the property.

• If needed, the County will provide street use or right-of-way permits at no charge.

• County will prepare traffic control plans and provide traffic control during field work.

• County will mark proposed exploration locations in field with white spray paint, based on site sketch showing locations provided by Hart Crowsen.
- Field explorations will be completed in two days.

- If competent materials are not encountered during the initial drilling, the borings will be deepened in the field after consultation with the County, though additional charges may be incurred.

- Disposal of contaminated soil and decontamination of drilling equipment are not included in this scope of work. If contaminated materials are encountered, then additional costs will be incurred.

- The locations of the borings will be surveyed by others and added to the project topographic survey.

- Prevailing wages are required for the drilling and traffic control subcontractors.

Hart Crowser will provide the following deliverables:

- One electronic (PDF) copy of the draft geotechnical engineering report

- Five hard copies and an electronic (PDF) copy of the final geotechnical engineering report incorporating County and design team comments.

**HYDRAULIC STUDY**

Watershed Science & Engineering (WSE) will perform the hydraulic study for this project as a subconsultant to Sargent Engineers. Specific tasks to be completed by WSE include the following:

**Data Collection and Review**

WSE will collect and review existing data and information required for the evaluation. This may include: stream flow discharge records including those for neighboring gaged streams, current and historical aerial photographs, topographic data, bridge plans, bridge maintenance inspection reports, scour evaluations, and anecdotal information on past flood events.

**Site Inspection**

WSE principal and staff engineer will travel to and examine the project site. They will examine the characteristics of 10-Mile Creek and how it interacts with the existing road fill and bridge. They will examine channel and floodplain geomorphic characteristics, lateral migration and erosion activity, local scour, floodplain overflow routes and characteristics, large woody loadings and debris transport potential, stream bed sediment characteristics, and existing aquatic habitat features that may need to be preserved.

**Channel Survey**

WSE will provide Sargent or the County with a scope for stream portion of the topographic survey. The survey data will be provided to Sargent who will use it to create a topographic map for the project. Sargent will provide the map with data points to WSE. WSE will review the data and will tailor it as needed to best suit the needs of the hydraulic engineering investigation.
Hydrology

WSE will estimate annual instantaneous peak flow discharges either using regional regressions equations developed by the USGS in cooperation with the Washington State Department of Transportation and the Washington State Department of Ecology, or by estimating the values from frequency analyses of gaging records for neighboring similar streams. The design event for this bridge will be the 100-year flood.

Hydraulic Analysis

WSE will develop a HEC-RAS model of the stream in the vicinity of the bridge. The model will be calibrated to observed high water marks if they can be identified and surveyed. If high water marks are not available, engineering judgment will be used to refine the accuracy of the model. The model will be used to determine water surface elevations and velocities for both the pre-road unobstructed natural condition and for the existing crossing. The model will then be modified to include the proposed replacement bridge and roadway. The results for the three configurations will be compared. It is likely that WDFW will require compliance with WAC 220-110-070, which they are currently interpreting to mean that the new crossing can cause no more than a 0.2-foot rise in the 100-year water surface elevation when compared to the pre-road unobstructed natural condition. If the impacts of the proposed replacement bridge are unacceptable, design recommendations will be suggested to achieve compliance. The HEC-RAS model will be used to provide the data needed to assess lateral erosion potential, estimate scour depths, and if necessary provide data required to design of erosion/scour counter measures.

Reach Geomorphic Assessment

WDFW will require the design team to examine the geomorphic character of the existing stream channel to determine if the existing crossing has adversely impacted stream processes and therefore habitat quality. If it has adversely impacted habitat, WSE will need to demonstrate how the new crossing will eliminate or mitigate (to an acceptable level) these impacts. To complete the geomorphic assessment WSE will examine the topographic data, historical aerial photographs, sediment characteristics, and existing bank and bed conditions to determine whether the existing crossing limits the stream’s ability to shift laterally, or has affected the stability of the stream’s longitudinal profile. If the crossing has influenced the natural geomorphic processes, WSE will work with the County, Sargent, and WDFW to determine how to modify the crossing design to eliminate or mitigate these impacts.

Meeting with WDFW and County

If necessary, WSE will meet with WDFW and/or County representatives to discuss the proposed design.

Scour Estimates and Protection Recommendations

For the proposed bridge, scour depth estimates will be computed for the bridge waterway and at the abutments. These estimates will be provided to the design engineers for consideration in the design of the foundations for the bridge piers and abutments. If countermeasures are required to prevent scour or erosion, WSE will work with Sargent to develop an acceptable protection concept.
Hydraulic Report

The results of the hydraulic engineering investigation will be summarized in a hydraulic report. The draft report will be provided to Sargent to forward to Whatcom County for review and comment. WSE will address the review comments, prepare the final report and will submit it to Sargent and the County.

Note – The report will have a brief write-up that will state the bridge will be “Not Scour Critical” if it is built according to the proposed plan. Once it is built and if it is constructed as planned, then Whatcom County will have the documentation they need to assigned the bridge an NBIS Item 113 Scour Code of “8” which means the bridge foundations are stable for the assessed scour condition.

JARPA Permit Support

WSE will support the project team in the preparation of the JARPA application.

ROAD AND BRIDGE DESIGN

30% Design

The consultant will prepare a preliminary layout of the road and bridge for the County to review. The layout will be prepared once the County finds out what requirements the permitting agencies may have and the preliminary stream hydraulic study has been complete. The layout will incorporate the required stream width, stream bank protection, and flood water depth. A cost estimate will also be prepared at this stage. These will be submitted to the County for their review. After the County has reviewed the 30% design, then permit drawings can be prepared to support the permit applications.

60% Design

The 60% design will design the bridge and roadway based on the approved preliminary layout from the 30% design. The design will follow current FHWA, WSDOT, and County requirements.

The 60% structure and roadway plans shall include:

1) Cover sheet (1 sheet)

2) Quantities sheet (1 sheet)

3) Roadway Plan and Profile (1 sheet)

4) Typical Roadway Sections (1 sheet)

5) Stream and Erosion Details (1 sheet)

6) Striping and Sign Plan (1 sheet)

7) Traffic Control Plan (1 sheet)

8) Bridge Layout Sheet (1 sheet)
9) Bridge Foundation Plan (1 sheet)
10) Abutment Details (2 sheets)
11) Framing Plan (1 sheet)
12) Deck Plan (1 sheet)
13) Girder Sheet (2 sheets)
14) Barrier Sheet (1 sheet)
15) Bar list (1 sheet)

Specifications will be prepared at this time along with a cost estimate for the project. Specifications will include the bidding documents, amendments to the Standard Specifications, and project specific specifications. It is not anticipated that any stormwater treatment or retention will be required for this project.

The 60% package will be submitted to the County for review.

90% Design

The 90% design refines the 60% design based on comments from the review of the 60% documents. The plans, specifications and cost estimate, will be checked and modified. All sheets will be reviewed and corrected as required. The bid items and specifications will be coordinated.

The 90% package will be submitted to the County for review.

Plans, Specifications, and Estimate

This item of work completes the coordination of the documents, addresses all comments and produces the final plans, specifications, and estimate for bidding.
Exhibit C
Electronic Exchange of Engineering and Other Data

Whatcom County shall specify what software to use for the exchange of data at the start of the project. They shall specify the version of AutoCAD Civil 3D as well as the versions of WORD and EXCEL.
Exhibit D-3
Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
   
a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY’S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 “Travel Costs.”

b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.

c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

d. All above charges must be necessary for the services provided under this AGREEMENT.

3. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, “Extra Work.”
4. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit “E”, including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT’S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

6. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.
### Exhibit E-1
Consultant Fee Determination

**Project:** Hannegan Road Ten Mile Creek, Bridge #236 Replacement

<table>
<thead>
<tr>
<th>Salary Cost</th>
<th>Principal</th>
<th>Senior Engineer</th>
<th>Senior Project Engineer</th>
<th>Project Engineer</th>
<th>Design Engineer</th>
<th>Drafter II</th>
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# Exhibit E-1
## Consultant Fee Determination

**Project:** Hannegan Road Ten Mile Creek, Bridge #236 Replacement

### Salary Cost

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<tr>
<th>Task</th>
<th>Principal Rate</th>
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Exhibit E-1 Page 2
# Exhibit E-1
## Consultant Fee Determination

**Project:** Hannegan Road Ten Mile Creek, Bridge #236 Replacement

<table>
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<tr>
<th>Task</th>
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<th>Senior Engineer</th>
<th>Senior Project Engineer</th>
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**Subconsultant Costs**
- Geotechnical Study - Hart Crowser  $27,282
- Stream Hydrology - WSE  $18,863

**Grand Total**  $101,456
# Exhibit E-2
Consultant Fee Determination
(Specific Rates of Pay)
Fee Schedule

<table>
<thead>
<tr>
<th>Discipline or Job Title</th>
<th>Hourly Rate Range</th>
<th>Overhead @ 191%</th>
<th>Profit @ 28%</th>
<th>Rate Per Hour Range</th>
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March 19, 2013

Janice Smith, Business Manager
Sargent Engineers, Inc.
320 Ronlee Ln NW
Olympia WA, 98502-9241

Re: Sargent Engineers Inc. Indirect Cost Rate Schedule
   Fiscal Year End December 31, 2012

Dear Ms. Smith:

We have completed a desk review of your Indirect Cost Rate schedule for the above referenced fiscal year. Our review included the documentation provided by Sargent Engineers Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Sargent Engineers Inc. accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Sargent Engineers Inc. Indirect Cost Rate for the fiscal year ending December 31, 2012, at 191.00% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year’s Indirect Cost Rate schedule to our office or to your CPA firm, please submit either your internally prepared Compensation Analysis, or the National Compensation Matrix (NCM) worksheet.

If you, or any representatives of Sargent Engineers Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

[Signature]
Martha S. Roach
Agreement Compliance Audit Manager

MR:It
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File
## Sargent Engineers Inc
### Indirect Cost Rate Schedule
#### For Year End December 31, 2012

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<tr>
<th>Description</th>
<th>PS Amount</th>
<th>WSDOT Adjustments</th>
<th>Accepted Amount</th>
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### General Overhead
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<td>0.07%</td>
</tr>
<tr>
<td>County Prop. Tax</td>
<td>992</td>
<td></td>
<td>992</td>
<td>0.19%</td>
</tr>
<tr>
<td>Oregon Corp Tx</td>
<td>234</td>
<td></td>
<td>234</td>
<td>0.05%</td>
</tr>
<tr>
<td>Tri-Met Tax Oregon</td>
<td>117</td>
<td></td>
<td>117</td>
<td>0.02%</td>
</tr>
<tr>
<td>UT, MT, and IO Corp Tax</td>
<td>344</td>
<td></td>
<td>344</td>
<td>0.07%</td>
</tr>
<tr>
<td>Rent</td>
<td>113,794</td>
<td>(17,569)</td>
<td>96,225</td>
<td>18.81%</td>
</tr>
<tr>
<td>Utilities</td>
<td>9,404</td>
<td></td>
<td>9,404</td>
<td>1.84%</td>
</tr>
<tr>
<td>Telephone &amp; internet</td>
<td>11,448</td>
<td></td>
<td>11,448</td>
<td>2.24%</td>
</tr>
<tr>
<td>Repairs, Maint.</td>
<td>4,497</td>
<td></td>
<td>4,497</td>
<td>0.88%</td>
</tr>
<tr>
<td>Supplies</td>
<td>8,888</td>
<td></td>
<td>8,888</td>
<td>1.74%</td>
</tr>
<tr>
<td>Misc Equipment</td>
<td>4,344</td>
<td>(1,232)</td>
<td>3,113</td>
<td>0.61%</td>
</tr>
<tr>
<td>Software Pur. &amp; Lic (Updates)</td>
<td>29,749</td>
<td></td>
<td>29,749</td>
<td>5.81%</td>
</tr>
<tr>
<td>Dues, Subs, &amp; Books</td>
<td>6,632</td>
<td>(15)</td>
<td>6,617</td>
<td>1.29%</td>
</tr>
<tr>
<td>Seminars and Training</td>
<td>5,061</td>
<td></td>
<td>5,061</td>
<td>0.99%</td>
</tr>
<tr>
<td>Prof. Reg. and Lic.</td>
<td>5,280</td>
<td></td>
<td>5,280</td>
<td>1.03%</td>
</tr>
<tr>
<td>Vehicle Maint. &amp; Insur.</td>
<td>6,896</td>
<td>(6,896)</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Travel</td>
<td>6,751</td>
<td>(2,347)</td>
<td>4,403</td>
<td>0.86%</td>
</tr>
<tr>
<td>Meals and Ent.</td>
<td>2,297</td>
<td>(1,834)</td>
<td>463</td>
<td>0.09%</td>
</tr>
<tr>
<td>Advertising</td>
<td>1,031</td>
<td>(1,031)</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Repo, Photo, Other Servi</td>
<td>2,918</td>
<td></td>
<td>2,918</td>
<td>0.57%</td>
</tr>
<tr>
<td>Shipping</td>
<td>2,231</td>
<td></td>
<td>2,231</td>
<td>0.44%</td>
</tr>
<tr>
<td>Cleaning</td>
<td>4,230</td>
<td></td>
<td>4,230</td>
<td>0.83%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>2,786</td>
<td>(2,730)</td>
<td>56</td>
<td>0.01%</td>
</tr>
</tbody>
</table>
Sargent Engineers Inc  
Indirect Cost Rate Schedule  
For Year End December 31, 2012

<table>
<thead>
<tr>
<th>Description</th>
<th>FS Amount</th>
<th>Sargent Adjustment</th>
<th>WSDOT Adjustments</th>
<th>Ref</th>
<th>Accepted Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Liability In</td>
<td>42,808</td>
<td></td>
<td></td>
<td></td>
<td>42,808</td>
<td>8.37%</td>
</tr>
<tr>
<td>General Liab Insurance</td>
<td>7,516</td>
<td></td>
<td></td>
<td></td>
<td>7,516</td>
<td>1.47%</td>
</tr>
<tr>
<td>Life Insurance FARU</td>
<td>1,428</td>
<td>(1,428)</td>
<td></td>
<td>d</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Charitable Cont. FARU</td>
<td>1,000</td>
<td>(1,000)</td>
<td></td>
<td>e</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Equipment, Dep</td>
<td>2,291</td>
<td></td>
<td></td>
<td></td>
<td>2,291</td>
<td>0.45%</td>
</tr>
<tr>
<td>Software, Dep</td>
<td>3,269</td>
<td></td>
<td></td>
<td></td>
<td>3,269</td>
<td>0.64%</td>
</tr>
<tr>
<td>Total General Overhead</td>
<td>$651,591</td>
<td>($40,214)</td>
<td></td>
<td></td>
<td>$611,377</td>
<td>119.50%</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$1,018,942</td>
<td>($41,786)</td>
<td></td>
<td></td>
<td>$977,165</td>
<td>191.00%</td>
</tr>
<tr>
<td>Indirect Cost Rate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>191.00%</td>
</tr>
</tbody>
</table>

Sargent Engineers- Reviewed and Accepted 3/19/2013 MJP  
"Indirect Cost Rate still subject to WSDOT Audit"

References  
Sargent Adjustments  
- b Common control rent $17569.23 Mud Bay $0.00 MMH  
- c Advertising unallowed - yellow pages/ChristmasCards/Exhibit Fee(no exhibit 2012)  
- d Life Insurance unallowed  
- e Charity unallowed  
- f Holiday gifts to clients unallowed $2560.10  
- g Lobbying unallowed - none 2012 (cancelled NFIB membership), Voluntary Contribution ($15)  
- h Overtime premium unallowed (Indirect $9.5 direct $262.51) Bonus Dif due to OT $73.06  
- i Logo clothes purchased 2012 - $1231.86  
- k Marketing labor Prin $2280, Staff 1768.25 Total $4048.25 This is combined Advertising , Direct Sell, Public Relations (all removed because not separate)  
- l Holiday party  
- m Flowers unallowed $169.79  
- n Bonus policy - See Directive to Principals and Employee Manual  
- o Excess per diem for lodging, or travel for marketing  
- p Meals for employee's, marketing (remaining for meals while in training, office coffee)  
- q Fringe Associated with Unallowed Marketing Labor  
- s Billed for Van mileage in 2012  
- t Separating Bld and Proposal - Erika Labor $17594.00, Erik Labor $3408.00(Prin), Monte Labor $8040.00(Prin), Expense $ 1996.25  

WSDOT ADJUSTMENTS  
- u Overtime premium is allowable and applicable to the labor, 48 CFR 31.202, AASHTO 5.4 F 3  

498
Exhibit G
Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Hart Crowser - Geotechnical Engineering

Watershed Science and Engineering - Stream Hydraulics
### Exhibit G-1

**Subconsultant Fee Determination - Summary Sheet**  
**Hart Crowsner**  

**Project:** Hannigan Road 10 Mile Creek, Bridge #236 Replacement

<table>
<thead>
<tr>
<th>Task</th>
<th>Senior Principal Rate: $243.66</th>
<th>Senior Associate Rate: $194.96</th>
<th>Project Rate: $110.00</th>
<th>Senior Staff Rate: $98.66</th>
<th>Drafter Rate: $86.56</th>
<th>Project Assistant Rate: $77.11</th>
<th>Task Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Utilities Locates and Reconnaissance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$587</td>
</tr>
<tr>
<td><strong>Subsurface Exploration</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,755</td>
</tr>
<tr>
<td><strong>Laboratory Testing and Soil Sample Review</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$635</td>
</tr>
<tr>
<td><strong>Geotechnical Engineering Research and Analysis</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,560</td>
</tr>
<tr>
<td><strong>Draft and Final Reports</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,638</td>
</tr>
<tr>
<td><strong>Meetings, Project Management, and Support</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,650</td>
</tr>
</tbody>
</table>

**Total Salary Costs**  
$15,826

**Reimbursables**

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>600 miles @ $0.565 per mile</td>
<td>$339</td>
</tr>
<tr>
<td>Laboratory Testing Reimbursables</td>
<td></td>
<td>$2,515</td>
</tr>
<tr>
<td>Miscellaneous Reimbursables (field equipment, per diem, etc.)</td>
<td></td>
<td>$227</td>
</tr>
<tr>
<td>Subcontractor (driller for 2 days maximum - prevailing wages)</td>
<td></td>
<td>$7,500</td>
</tr>
<tr>
<td>Subcontractor (driller - haul soil spoils - up to 7 drums)</td>
<td></td>
<td>$875</td>
</tr>
</tbody>
</table>

**Total Reimbursables**  
$11,456

**Grand Total**  
$27,282
Exhibit G-2
Subconsultant Fee Determination
(Specific Rates of Pay)
Hart Crowser Fee Schedule

<table>
<thead>
<tr>
<th>Discipline or Job Title</th>
<th>Hourly Rate</th>
<th>Overhead @ 199%</th>
<th>Profit @ 28%</th>
<th>Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Principal</td>
<td>$74.52</td>
<td>$148.29</td>
<td>$20.87</td>
<td>$243.68</td>
</tr>
<tr>
<td>Principal</td>
<td>$69.38</td>
<td>$138.07</td>
<td>$19.43</td>
<td>$226.87</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$59.62</td>
<td>$118.64</td>
<td>$16.69</td>
<td>$194.96</td>
</tr>
<tr>
<td>Associate</td>
<td>$51.52</td>
<td>$102.52</td>
<td>$14.43</td>
<td>$168.47</td>
</tr>
<tr>
<td>Senior Project</td>
<td>$39.97</td>
<td>$79.54</td>
<td>$11.19</td>
<td>$130.70</td>
</tr>
<tr>
<td>Project</td>
<td>$33.64</td>
<td>$66.94</td>
<td>$9.42</td>
<td>$110.00</td>
</tr>
<tr>
<td>Senior Staff</td>
<td>$30.17</td>
<td>$60.04</td>
<td>$8.45</td>
<td>$98.66</td>
</tr>
<tr>
<td>Staff</td>
<td>$26.46</td>
<td>$52.66</td>
<td>$7.41</td>
<td>$86.52</td>
</tr>
<tr>
<td>Drafter</td>
<td>$26.47</td>
<td>$52.68</td>
<td>$7.41</td>
<td>$86.56</td>
</tr>
<tr>
<td>Technician</td>
<td>$20.00</td>
<td>$39.80</td>
<td>$5.60</td>
<td>$65.40</td>
</tr>
<tr>
<td>Project Assistant</td>
<td>$23.58</td>
<td>$46.92</td>
<td>$6.60</td>
<td>$77.11</td>
</tr>
</tbody>
</table>

Overhead rate self-limited by Hart Crowser to 199%. Audited WSDOT overhead rate is 205.21%
February 1, 2012

Robert Jenson, CFO
Hart Crowser, Inc.
1700 Westlake Ave N #200
Seattle, WA 98109-6212

Re: Hart Crowser, Inc. Overhead Schedule
Fiscal Year End June 25, 2010

Dear Mr. Jenson:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Hart Crowser, Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Hart Crowser, Inc.’s accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Hart Crowser, Inc.’s overhead rate for the fiscal year ending June 25, 2010, at 205.21% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year’s overhead schedule to our office, you will also need to submit your Compensation Analysis for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your Compensation Analysis in order to complete our review of your overhead schedule.
## Hart Crowser, Inc
### Overhead Schedule
For the Year Ended June 25, 2010

<table>
<thead>
<tr>
<th>Description</th>
<th>Financial Statement Amount</th>
<th>Hart Crowser Adj.</th>
<th>WSDOT Adj.</th>
<th>Ref.</th>
<th>Accepted Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Labor</td>
<td>$2,719,907</td>
<td></td>
<td></td>
<td></td>
<td>$2,719,907</td>
<td>100.00%</td>
</tr>
<tr>
<td>Fringe Benefits:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacation, Sick, &amp; Holiday</td>
<td>$672,900</td>
<td></td>
<td></td>
<td></td>
<td>$672,900</td>
<td>24.74%</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td>487,616</td>
<td></td>
<td>487,616</td>
<td></td>
<td>487,616</td>
<td>17.93%</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>490,468</td>
<td></td>
<td>490,468</td>
<td></td>
<td>490,468</td>
<td>18.03%</td>
</tr>
<tr>
<td>Workers' Comp. Insurance</td>
<td>17,394</td>
<td></td>
<td>17,394</td>
<td></td>
<td>17,394</td>
<td>0.64%</td>
</tr>
<tr>
<td>Profit Sharing (401-k)</td>
<td>184,980 (18,215)</td>
<td>A</td>
<td></td>
<td></td>
<td>166,765</td>
<td>43.19%</td>
</tr>
<tr>
<td>Fringe Benefits Adjustment</td>
<td>(91,389)</td>
<td>O</td>
<td></td>
<td></td>
<td>(91,389)</td>
<td>-18.63%</td>
</tr>
<tr>
<td>Total Fringe Benefits</td>
<td>$1,853,358 ($18,215)</td>
<td>($91,389)</td>
<td></td>
<td></td>
<td>$1,743,754</td>
<td>64.11%</td>
</tr>
<tr>
<td>General Overhead:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect Labor</td>
<td>$1,286,516</td>
<td></td>
<td></td>
<td></td>
<td>$1,286,516</td>
<td>47.30%</td>
</tr>
<tr>
<td>Bid &amp; Proposal Labor</td>
<td>785,579 (239)</td>
<td>C</td>
<td></td>
<td></td>
<td>785,341</td>
<td>28.87%</td>
</tr>
<tr>
<td>Marketing Labor</td>
<td>114,142 R</td>
<td></td>
<td></td>
<td></td>
<td>114,142</td>
<td>4.20%</td>
</tr>
<tr>
<td>Training Labor</td>
<td>57,172 S</td>
<td></td>
<td></td>
<td></td>
<td>57,172</td>
<td>2.10%</td>
</tr>
<tr>
<td>Incentive Bonus</td>
<td>18,917 (11,417)</td>
<td>B</td>
<td></td>
<td></td>
<td>7,500</td>
<td>1.11%</td>
</tr>
<tr>
<td>Rent</td>
<td>793,273</td>
<td></td>
<td></td>
<td></td>
<td>793,273</td>
<td>29.17%</td>
</tr>
<tr>
<td>Maintenance &amp; Repairs</td>
<td>14,543</td>
<td></td>
<td></td>
<td></td>
<td>14,543</td>
<td>0.56%</td>
</tr>
<tr>
<td>Travel/Automobile</td>
<td>37,877 (462)</td>
<td>C,N,P</td>
<td></td>
<td></td>
<td>(25,856)</td>
<td>-0.95%</td>
</tr>
<tr>
<td>Insurance</td>
<td>96,670</td>
<td></td>
<td></td>
<td></td>
<td>96,670</td>
<td>4.79%</td>
</tr>
<tr>
<td>Telephone</td>
<td>116,183</td>
<td></td>
<td></td>
<td></td>
<td>116,183</td>
<td>4.27%</td>
</tr>
<tr>
<td>Utilities</td>
<td>17,212</td>
<td></td>
<td></td>
<td></td>
<td>17,212</td>
<td>0.62%</td>
</tr>
<tr>
<td>Taxes &amp; Licenses</td>
<td>186,206</td>
<td></td>
<td></td>
<td></td>
<td>186,206</td>
<td>6.85%</td>
</tr>
<tr>
<td>Depreciation &amp; Amortization</td>
<td>114,430 (3,491)</td>
<td>N</td>
<td></td>
<td></td>
<td>110,939</td>
<td>4.08%</td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
<td>27,934 (500)</td>
<td>E</td>
<td></td>
<td></td>
<td>27,434</td>
<td>1.23%</td>
</tr>
<tr>
<td>Job Procurement</td>
<td>390,435 (269,811)</td>
<td>C,D,G,R</td>
<td></td>
<td></td>
<td>6,482</td>
<td>0.83%</td>
</tr>
<tr>
<td>Employee Train/Recruit/Moving</td>
<td>119,527 (2,626)</td>
<td>C,S</td>
<td></td>
<td></td>
<td>59,729</td>
<td>2.33%</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>74,820</td>
<td></td>
<td></td>
<td></td>
<td>74,820</td>
<td>3.07%</td>
</tr>
<tr>
<td>Interest</td>
<td>67,773 (67,773)</td>
<td>H</td>
<td></td>
<td></td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Computer</td>
<td>50,095</td>
<td></td>
<td></td>
<td></td>
<td>50,095</td>
<td>1.83%</td>
</tr>
<tr>
<td>Supplies &amp; Miscellaneous</td>
<td>171,933 (69,212)</td>
<td>I,F,K,L,M,Q</td>
<td></td>
<td></td>
<td>59,445</td>
<td>2.17%</td>
</tr>
<tr>
<td>Total General Overhead</td>
<td>$4,369,923 ($422,039)</td>
<td>($110,038)</td>
<td></td>
<td></td>
<td>$3,837,846</td>
<td>141.10%</td>
</tr>
</tbody>
</table>

| Total Overhead Costs                     | $6,223,281 ($440,254)      | ($201,427)        |            |      | $5,581,600      | 201.21%|

| Overhead Rate                            | 228.80% 212.62%            |                  |            |      | 205.21%         |
Hart Crowser, Inc
Overhead Schedule
For the Year Ended June 25, 2010

<table>
<thead>
<tr>
<th>Description</th>
<th>Financial Statement Amount</th>
<th>Hart Crowser Adj.</th>
<th>WSDOT Adj.</th>
<th>Ref.</th>
<th>Accepted Amount</th>
<th>%</th>
</tr>
</thead>
</table>

Hart Crowser, Inc - Reviewed & Accepted 2/1/12 JJ
"Overhead Rate still subject to WSDOT Audit"

References

Hart Crowser Adjustments:

- Hart Crowser Overhead Internally prepared with out audit
  - Stock option expense unallowable per 48 CFR 31.205-6
  - Non plan bonuses per 48 CFR 31.205-6
  - Public relations and advertising unallowable per 48 CFR 31.205-1.
  - Promotional Marketing unallowable per 48 CFR 31.205-1
  - Lobbying unallowable 48 CFR 31.205-22
  - Unallowable employee entertainment 48 CFR 31.205-1
  - Contributions unallowable per 48 CFR 31.205-8l.
  - Bad debts 48 CFR 31.205-3
  - Recoveries & purchase discounts - Field Service recoveries (18,418.59) In house reproduction recoveries (10,008) purchase discounts (13,010.09)

WSDOT Adjustments:

- Remainder of Christmas party in the amount of $24,956.90, retirement party in the amount of $107.80, Cinco de Mayo party in the amount of $385 unallowable entertainment per 48 CFR 31.205-14. Flowers and singing Christmas tree in the amount of $497, gift card in the amount of $500 unallowable per 48 CFR 31.205-13(b).
- Travel/Auto costs in the amount of $61,969 and auto depreciation in the amount of $3,491 removed per 48 CFR 31.201-2(d).
- The firm does not keep mileage logs.
- Fringe benefits directly related to marketing labor in the amount of $91,389 unallowable per 48 CFR 31.201-6(a), 48 CFR 31.205-1(f) and 2010 AASHTO Audit Guide Ch. 8.2. See worksheet.
- Unallocable cost in the amount of $1,302.20. Firm reimbursed employee for cancelled vacation.
- Direct costs in the amount of $16,829.90 unallowable per 48 CFR 31.202. GL account titled "Field Supplies-Direct Chargeable" Segregated Marketing Labor from Job Procurement in the amount of $357,896 and included it as it's own line item. The unallowable portion in the amount of $243,754 was also segregated.
- Segregated Training Labor from Employee Train/Recruit/Moving in the amount of $57,172 and included it as its own line item.
### Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
Watershed Science and Engineering

**Project:** Hannigan Road 10 Mile Creek, Bridge #236 Replacement

<table>
<thead>
<tr>
<th>Task</th>
<th>Senior Professional</th>
<th>Senior Engineer I</th>
<th>Staff Engineer</th>
<th>Jr. Engineer</th>
<th>GIS Specialist</th>
<th>Work Processor/Secretary</th>
<th>Task Cost</th>
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Exhibit G-1 Page 1
Exhibit G-2
Subconsultant Fee Determination
(Specific Rates of Pay)
Watershed Science and Engineering Fee Schedule

<table>
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<tr>
<th>Discipline or Job Title</th>
<th>Hourly Rate Range</th>
<th>Overhead @ 167%</th>
<th>Profit @ 28%</th>
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</table>
August 16, 2012

Watershed Science & Engineering, Inc.
110 Prefontaine Place S, Suite 508
Seattle, WA 98104

Subject: Approval of Annual Rate Table(s)

Dear Mr. Larry Karpack:

WSDOT has received and reviewed your proposed rate(s). Based on that review we have approved your rate(s) and your sub-consultant(s) rate(s), N/A, (see attached approved rate table(s)) effective 8/13/2012. These rates are approved for Agreement Number Y-11298. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

Erik Jonson
Manager, Consultant Services Office

EJ:kal
Enclosure: Approved Rate Table(s)

cc: Stacey Herrington, MS-47331
# ACTUALS NOT TO EXCEED TABLE (ANTE)

Contract Y-11298  
On-Call Hydraulic Services Required to Complete A&E Projects

**Watershed Science and Engineering Inc.**  
110 Prefontaine Pl S, Suite 508  
Seattle, WA 98104  
Ph: (206) 521-3000

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Direct Labor Low</th>
<th>NTE</th>
<th>Overhead @ 166.56% Low</th>
<th>NTE</th>
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<td>$74.14</td>
<td>$85.83</td>
</tr>
</tbody>
</table>

Invoiced labor rates may be less than the Low rate shown per job classification, but may not exceed the NTE rate.
Exhibit H
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in
interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-
discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part
21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which
are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during the
AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection
and retention of sub-consultants, including procurement of materials and leases of equipment. The
CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by
Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a
program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations
either by competitive bidding or negotiations made by the CONSULTANT for work to be performed
under a sub-contract, including procurement of materials or leases of equipment, each potential sub-
consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under
this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color,
sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the
REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records,
accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or
the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such
REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the
exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall
so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has
made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT’S non-compliance with the non-
discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT
sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the CONSULTANT under the AGREEMENT until the
  CONSULTANT complies, and/or;
- Cancellation, termination, or suspension of the AGREEMENT, in whole or in part
6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.
Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.
Exhibit J
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant’s alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 - Potential Consultant Design Error(s) is Identified by Agency’s Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency’s project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer’s concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant’s alleged design error(s), there are three possible scenarios:

• It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.

• It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant’s agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&L, through the Region
Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General’s Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.

- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.
Exhibit K
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant’s claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant’s claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement’s scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency’s project manager.

The consultant’s claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant’s Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency’s project manager. The project manager will review the consultant’s claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project’s funding, forward a copy of the consultant’s claim and the Agency’s recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant’s claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.
If the Agency does not agree with the consultant’s claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant’s Claim(s)

If the Agency does not agree with the consultant’s claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency’s summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency’s summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant’s claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant’s claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant’s Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.
Exhibit M-1(a)
Certification Of Consultant

Project No. 913007
Local Agency: Whatcom

I hereby certify that I am president of Sargent Engineers, Inc. and duly authorized representative of the firm whose address is 320 Ronlee Lane NW, Olympia, WA 98502 and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/30/13 Date  [Signature]
Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

(a) Employ or retain, or agree to employ to retain, any firm or person; or

(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

______________________________  ______________________________
Date                                Signature
Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B) of this certification; and

D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Sargent Engineers, Inc.

[Signatures]

5/30/13
(Date)

(Signature) President or Authorized Official of Consultant
Exhibit M-3
Certification Regarding The Restrictions of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Sargent Engineers, Inc.

5/30/13 (Date) [Signature] President or Authorized Official of Consultant
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Briefing on role of LID practices in the reissue of NPDES Stormwater Permits

**ATTACHMENTS:**

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

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

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

Regional briefing hosted by the Department of Ecology on the role that low impact development (LID) practices will have in the reissue of NPDES Municipal Stormwater Permits. The briefings are intended for elected officials, appointed officials, and management staff. Briefing will discuss: Impetus behind the new permit requirements, changes in the newly reissued NPDES stormwater permits related to LID, timeline for various actions by permittees, what the new changes will mean for new development in our jurisdiction and the actions that can be taken to prepare, training and other resources that are currently available or that Ecology intends to offer.

**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.
LID BRIEFING
FOR ELECTED OFFICIALS AND MANAGEMENT STAFF

WHATCOM COUNTY COUNCIL CHAMBERS
311 GRAND AVENUE
BELLINGHAM, WA 98225

JUNE 18, 2013
1:00 – 2:30 PM

YOU ARE INVITED to one of the regional briefings that the Ecology is hosting throughout the State on the role that low impact development (LID) practices will have in the reissued NPDES Municipal Stormwater Permits. The briefings are intended for elected officials, appointed officials, and management staff (e.g., council members, planning commissioners, city administrators, public works directors, etc.).

THE BRIEFING WILL DISCUSS:

- Impetus behind the new permit requirements
- Changes in the newly reissued NPDES stormwater permits related to LID
- Timeline for various actions by permittees
- What the new changes will mean for new development in your jurisdiction and the actions that you can take to prepare
- Training and other resources that are currently available or that Ecology intends to offer

FOR MORE INFORMATION:
Contact Wayne Carlson (AHBL, Inc.), (206) 658-2674 for questions regarding the briefing
Contact Dana Brown-Davis (Whatcom County), (360) 676-6690 for questions regarding meeting location and logistics

Date: 5/17/2013
LID BRIEFINGS
FOR ELECTED OFFICIALS AND MANAGEMENT STAFF

ATTENTION CITY/COUNTY CLERKS,
The Washington State Department Ecology has funded the hosting of briefings throughout the State to introduce the role that low impact development (LID) practices will have in the reissued NPDES Municipal Stormwater Permits. The briefings are intended for elected officials, appointed officials, and management staff (e.g., council members, planning commissioners, city administrators, public works directors, etc.). The following briefings have been scheduled and local elected officials have been invited:

May 22, 2013 6:00 pm  City of Centralia  Centralia Historic Train Depot
May 29, 2013 6:00 pm  City of Poulsbo  City of Poulsbo
May 31, 2013 10:00 am  City of Vancouver  Vancouver City Hall
June 3, 2013 5:00 pm  Skagit County  Skagit County Hearing Room
June 4, 2013 7:00 pm  City of Pullman  City of Pullman Council Chambers
June 5, 2013 10:30 am  City of Walla Walla  Service Center Conference Room
June 10, 2013 1:30 pm  City of Spokane  City of Spokane
June 18, 2013 1:00 pm  Whatcom County  Whatcom County Council Chambers
June 19, 2013 10:30 pm  Cowlitz County  Cowlitz County Administrative Building
June 26, 2013 7:00 pm  City of Moses Lake  Civic Center Council Chambers

We are also hoping to schedule a briefing in Kennewick.

We bring this to your attention so that the appropriate public notification can be made in the event a quorum from your jurisdiction plans to attend one of the meetings. For jurisdictions with seven-member councils, a common notification method has been a calendar listing noting that “more than three council members may be in attendance and no official business is proposed.” We encourage you to remind your elected officials of the nearest meeting location and time as we would like to see as many interested parties as possible!

FOR MORE INFORMATION:  www.ecy.wa.gov/programs/wq/stormwater/municipal/LID/TRAINING/elected.html or contact Jocelyn Jones of Ecology at (360) 407-7529 or Wayne Carlson of AHBL at (253) 383-2422

Date: 5/16/2013
# WHATCOM COUNTY COUNCIL AGENDA BILL

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**TITLE OF DOCUMENT:**
Closure of a portion of Boundary Road (at SR 539)

**ATTACHMENTS:**
1. Memo to County Executive and Council
2. Ordinance
3. Vicinity map
4. Letter dated 4/17/13 from Washington State DOT requesting closure

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

**Should Clerk schedule a hearing?** ( X ) Yes ( ) NO
**Requested Date:** 6/18/2013

**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 has been requested by Washington State Dept. of Transportation to close Boundary Road where it intersects with SR 539 south of the international border. The closure will allow WSDOT to proceed with their project to enhance the border crossing by shifting SR 539 200 ft. east onto this portion of Boundary Road. WSDOT will add a truck lane, a NEXUS lane, install new illumination systems, construct new stormwater treatment facilities and install new ITS systems. Closing this portion of Boundary Road will allow WSDOT to re-grade, pave, sign and stripe the road.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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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.
Memorandum

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

Through: Frank M. Abart, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: May 17, 2013

Re: Ordinance Closing a Portion of Boundary Rd.

Requested Action:
Recommend adoption of an ordinance to close a portion of Boundary Road where it meets SR 539 (Guide Meridian) per Washington State Department of Transportation’s request to enhance the Lynden-Aldergrove Port of Entry and border crossing.

Background and Purpose:
The County Engineer is recommending closing Boundary Road where it connects to SR 539 to facilitate Washington State Department of Transportation’s project to reconfigure the SR 539 approach to the International Boundary at the Lynden-Aldergrove Crossing.

Information:
This ordinance will allow Washington State Department of Transportation to proceed with their design to shift SR 539 200 ft. east onto Boundary Road to improve the border crossing. Improvements will include the addition of a truck lane, a NEXUS lane, new illumination systems, construction of a new stormwater treatment facility and new ITS system. When this portion of Boundary Road is closed WSDOT will commence re-grading, paving, signing, and striping the area. Completion of this project will serve the US Customs & Border Protection as well as the traveling public.

When Boundary Road is closed, the Public will have to use Double Ditch Road to gain access to points north or south. This detour will be from one to three miles depending on the direction drivers are headed.
ORDINANCE NO._______
CLOSING A PORTION OF BOUNDARY ROAD

WHEREAS, the Whatcom County Council has been requested by the Washington State Department of Transportation (WSDOT) to close a portion of Boundary Road at SR 539, and

WHEREAS, WSDOT is improving the International Border Crossing by reconfiguring the SR 539 approach to the International Boundary at the Lynden-Aldergrove Crossing by reconstructing SR 539 where Boundary Road now exists, and

WHEREAS, the design requires that this portion of Boundary Road be closed for the facility to be built, and

WHEREAS, the Whatcom County Council is authorized to close the road according to the provisions of RCW 36.32.120.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Public Works Department of Whatcom County is hereby directed, subject to further consideration for re-establishing access for adjoining property owners and the public, to close this portion of Boundary Road at SR 539 to vehicular traffic.

ADOPTED this ___ day of __________, 2013.

ATTEST: WHATCOM COUNTY COUNCIL

Dana Brown-Davis, Council Clerk WHATCOM COUNTY, WASHINGTON

Kathy Kershner, Council Chair

APPROVED AS TO FORM: ( ) Approved  ( ) Denied

Chief Civil Deputy Prosecutor

Jack Louws, Executive Date:
Vicinity Map
Proposed Boundary Road Closure

Canada

US

Aldergrove Port of Entry

Matsqui Indian Reserve 4

0 Ave

F Boundary Rd

Proposed Portion Boundary Rd. to be closed

H St Rd

Guide Meridian

3 Ave

2 Ave

1 Ave

8 Rd

3 Ave

2 Ave

0 Ave

539

Double Ditch Rd

E Prairie Rd

© 2010 NAI/TEQ © AND © 2013 Microsoft Corporation

Proposed Road Closure
April 17, 2013

Frank M. Abart  
Whatcom County Public Works  
322 N. Commercial St. Ste. 210  
Bellingham, WA 98225

Subject: SR 539 Lynden-Aldergrove Port of Entry Improvements Project – Closure of Boundary Road Connection with SR 539

Dear Mr. Abart,

The Washington State Department of Transportation (WSDOT) is designing a project to reconfigure the SR 539 approach to the International Boundary at the Lynden-Aldergrove Crossing. The Canadian Border Services Agency (CBSA) is re-constructing their Port of Entry east of the existing facility. As part of the coordinated improvements, WSDOT will be shifting SR 539 200’ east onto the Boundary Road footprint approaching the border. WSDOT’s proposed improvements include the addition of a truck lane, a NEXUS lane, installing new illumination systems, constructing new stormwater treatment facilities and installing new ITS systems.

Design of this project is approaching 90% completion and WSDOT designers have identified areas within Whatcom County Rights of Way that will be impacted by project improvements. Work to be conducted in these areas primarily consist of re-grading, paving, signing, striping and closure of the Boundary Road connection with SR 539.

**Project Schedule Milestones**

- November 2013 Advertisement  
- May 2014 Begin Construction  
- October 2014 End Construction

During project development WSDOT has reached out to many of the project stakeholders to share our plan to close the Boundary Road connection with SR 539.

- US Customs and Border Protection has expressed support of the change as it will eliminate an operational problem that the Boundary Road access point causes during border back-ups.

- Duty Free has been made aware of the proposal and is actively working with WSDOT to ensure they can continue to operate after the improvements are made.
In order to construct a cul-de-sac on Boundary Road, WSDOT will be acquiring property from one parcel, Daryl VanderHaak. The project team has been in regular ongoing communication with Mr. VanderHaak and he has been very cooperative throughout the effort. Right-of-Way negotiations for the needed property are scheduled to begin within the next month.

WSDOT has hosted one open house to discuss and receive input from the public about this project. The open house was held on 5/10/11 at the Lynden City Hall Annex. During the open house WSDOT received moderate support for the project improvements. No future Open houses are planned.

The CBSA project will be making street modifications that will modify 0 Avenue’s connection point that currently conflicts with the future configuration of the Canadian Port of Entry.

We will be applying for a construction permit and preparing a Turn Back Agreement with Whatcom County within the next month, but welcome any comments you have about the proposal at this time.

I have spoken with Joe Rutan and it is my understanding that the closure of Boundary Road’s connection with SR 539 will require Whatcom County Council’s approval and a hearing. Please consider this our formal request to initiate these processes. I would be happy to address any questions or present the project to County staff and officials as needed. If you have any questions or would like to discuss the project, you can contact me at (360)757-5901.

Attached for your review are proposed channelization plans and right of way plans.

Sincerely,

Patrick Fuller PE
Assistant Project Engineer

PF:JMK
Attachments: Channelization Plan, ROW Plan.
Cc: Project file: XL4244, COR – Correspondence
Joe Rutan, Whatcom County Road Engineer
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**RECEIVED**

**JUN 11 2013**

**WHATCOM COUNTY COUNCIL**

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**TITLE OF DOCUMENT:** Agricultural Parcel Reconfiguration Code amendments as recommended in the Agricultural Strategic Plan (RES2011-023)

**ATTACHMENTS:**

1) Staff memo to Council  
2) "Clean" version of code amendments  
3) Proposed Ordinance

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

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

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

Proposed amendments to portions of the Official Whatcom County Zoning (Title 20) and Subdivision (Title 21) Ordinances for categorical changes related to the Parcel Reconfiguration task as recommended in the Ag Strategic Plan File. Changes include: Change to Ag Farmstead Parcel creation, a new Ag Parcel Reconfiguration Tool, Ag Siting Criteria, and Procedurally treating Ag Parcel Reconfigurations similar to Boundary Line Adjustments.

---

**COMMITTEE ACTION:**

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**COUNCIL ACTION:**

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**Related County Contract #:**

**Related File Numbers:**

**RES2011-023**

**Ordinance or Resolution Number:**

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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).
MEMORANDUM

TO: Honorable Whatcom County Council Members
CC: The Honorable Jack Louws, County Executive
FROM: Samya Lutz, Planner
THROUGH: Mark Personius, Long Range Planning Manager
DATE: May 29, 2013
SUBJECT: Whatcom County Agricultural Strategic Plan Implementation (PLN2012-00007): Agricultural area amendments and Parcel Reconfiguration

Staff discussed with the Council Planning Committee on May 21, 2013 the proposed parcel reconfiguration process and amendments, which followed discussion during the March 26, April 9 and May 7 Council Planning Committee meetings on the agricultural area amendments and parcel reconfiguration amendments. Staff received direction to bring this discussion to the Council Committee of the Whole at the next available meeting time.

The following materials are attached to this memo:

- A ‘clean’ version of effected portions of county code with NO TRACKED CHANGES. This differs from previous versions of this document in that it includes ALL code chapters affected by the amendments, not just the Ag and Definitions chapters. Also, this version depicts highlighted areas which reflect the specific portions of the amendments having to do with parcel reconfiguration. All changes recommended by the Planning Commission on February 28 are included in this version as accepted.

- An ordinance with findings and conclusions as adopted by the Planning Commission, with Exhibit 1. This exhibit contains the draft code amendments, showing all changes to the CURRENT code related to the February 28 version under consideration.

Staff will again present information focused specifically on the parcel reconfiguration amendments. This follows previous staff presentations that have focused on the overall approach, the balancing of property flexibility and agricultural protection, and the specific ag area amendments allowing for small residential 1-to-3 acre lots to be created with an associated deed-restricted agricultural reserve parcel in advance of a home being built (as opposed to the current allowance to create these small lots only after a home is built).

A specific question came up on May 7 and again on May 21 about options for monitoring and tracking the performance of this tool over time. Staff provided a presentation on May 21 that depicted some of the dialogue that took place with the Whatcom County Planning Commission on this subject. On February 28, a motion was made and seconded that said the following:

"Parcel reconfigurations will be tracked annually by County Planning and Development Services so the procedure can be adaptively managed through year 2020. The department will publish a report that monitors parcel reconfiguration activity during the
previous year and compare that data with residential development in the agricultural zone over the previous 10 years.”

This motion was rejected, due in part to the concern that including this kind of language in the code may have the effect of accelerating development even more, as the public would be put on notice that this tool may be temporary. Once completed applications are received at PDS, they are vested and can continue to proceed forward even if the code subsequently changes. A brief run on parcel reconfiguration permits could result in the creation of many small lots. If Council members are interested in being cautious about the parcel reconfiguration option, and limiting the tools’ availability, staff would encourage review of the March 28 memo¹ where a variety of options were articulated, including some that would weigh more heavily toward caution. Further increasing the requirement to meet agricultural-related purposes (currently four of seven must be met), or requiring density reduction (e.g., 20% reduction of total development potential) of every applicant are two examples of ways to limit the use and residential lot creation potential of this tool.

Another option is to use the 2016 update process to review the agricultural parcel reconfiguration tool (assuming it gets implemented in the next few months), allowing about two years to see how things go, and adapting the tool as needed in conjunction with other code amendments likely to go forward at that time.

Please note that related materials have been distributed and are on record in association with the previous meetings mentioned above, and that all related materials are posted on the Agricultural Program website, located here: http://www.whatcomcounty.us/pds/plan/lr/projects/agprogram/current-initiatives.jsp.

Staff members look forward to discussing these amendments with you during the Committee of the Whole meeting on June 18. Feel free to contact Amy Keenan (x50264) or me (x51072) with any questions.

¹ The staff memo dated March 28 was submitted with materials for the April 7 Council Planning Committee. The hyperlink goes to the April 7 meeting materials, and the memo begins on page 7.
Ag Area Amendments, with Parcel Reconfiguration portions highlighted
“Clean” Re-organization
Re-organized and non-tracked version of zoning and subdivision code chapters
incorporating code changes as recommended by the Whatcom County Planning
Commission for portions of chapters that are subject to the proposed changes.

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Ag Area and Parcel Reconfiguration Amendments

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Chapter 20.40 AGRICULTURE

20.40.010 Purpose.
The primary purposes of this district are to implement the agricultural designation of the
Comprehensive Plan, established pursuant to RCW 36.70A.170, preserve, enhance and support the
production of food and fiber in Whatcom County, to maintain a sufficiently large agricultural land base
to ensure a viable agriculture industry and to maintain the economic feasibility of supporting services.
Whatcom County supports agricultural activities as the highest priority use in the Agriculture District,
with all other uses being subordinate to agricultural activities. Whatcom County seeks to minimize
conflict with surrounding zoning districts, in conjunction with Chapter 14.02 WCC, Right to Farm. In
order to limit the further fragmentation of the commercial agricultural land base, the Agriculture District
includes smaller areas of land with poorer quality soils or non-agricultural uses, which do not meet the
definition of agriculture lands of long-term commercial significance.

A secondary purpose of this district is to serve as a holding district when located within the urban
growth area Comprehensive Plan designation to allow agricultural uses in the near term while
protecting the area from suburban sprawl and preserving the potential for future urban development
consistent with the protection of the resource land.

20.40.250 Division or Modification of Parcels
It is the intent of this section to allow divisions which benefit the long-term viability of agriculture. This
section describes the requirements for division or modification of parcels within the agricultural district
that are either consistent with the minimum lots size or would result in substandard parcels or make
existing substandard parcels further substandard.

Requests for land division, boundary line adjustment, or agricultural parcel reconfiguration in the
Agriculture District shall be made on forms provided by the department and will be reviewed
administratively. All divisions must comply with the following provisions:

(1) **Agricultural Divisions.** All divisions of land in the Agriculture District shall proceed in accordance
with the local and state subdivision laws.

(2) **Allowable Density.** No division, boundary line adjustment, or agricultural parcel reconfiguration shall
result in an increase in allowable density.

(3) **Additional Acreage.** Additional acreage gained through a boundary line adjustment or agricultural
parcel reconfiguration shall not be considered in the total acreage calculations for determining density.

(4) **Plat Restrictions.** The following plat restriction is required, prior to recording, on the nonresidential
lot of all divisions of land provided for in WCC 20.40.254(2):

   No further division or residential structure shall be allowed on this parcel unless and
   until changes in the zoning of this property occur consistent with State and local laws
   which would result in additional development density, in which case this restriction

Prepared by Whatcom County PDS staff    May 8, 2013
Ag Area and Parcel Reconfiguration Amendments

shall be null and void, and density and uses of the new zone shall apply to the property upon review by the Whatcom County zoning administrator.

(5) Deed Restrictions. Deed restrictions are required for all boundary line adjustments or agricultural parcel reconfigurations allowed under WCC 20.40.254 (3) and (4).

(a) The following language must be recorded separately and placed by reference of auditors file number on the deed, and placed on the tract map of the nonresidential portion of the adjusted parent parcels prior to recording:

The development density of the original parcel (parent parcel) remains with legal description __________. The _______ (# of acres) appended through boundary line adjustment [or agricultural parcel reconfiguration] to legal description __________ (receiving parcel) shall not be included in calculations to determine total development density for the receiving parcel.

(b) The following deed restriction language must be recorded separately and placed by reference of auditors file number on the deed, and is required when there is no additional means to further subdivide the property due to the parcel sizes and density standards of this zone:

No further division or residential structure shall be allowed on this parcel unless and until changes in the zoning of this property occur consistent with State and local laws which would result in additional development density, in which case this restriction shall be null and void, and density and uses of the new zone shall apply to the property upon review by the Whatcom County zoning administrator.

20.40.251 Minimum Lot Size.

The minimum lot size in the Agriculture District is 40 acres, except as provided for in WCC 20.40.253 and .254. The creation of a lot less than the minimum size is permitted only when the subject application meets the standards contained in WCC 20.40.253, .254 and .650 as applicable.

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Minimum Lot Size</th>
<th>Minimum Lot Size Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional Parcel</td>
<td>40 acres</td>
<td>Reconfiguring existing nonconforming parcels</td>
</tr>
</tbody>
</table>

Farmstead Parcels Created through Agricultural Short Subdivision or Agricultural Boundary Line Adjustment

<table>
<thead>
<tr>
<th></th>
<th>Minimum Lot Size</th>
<th>Minimum Lot Size Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farmstead Parcel – Parent Parcel with Existing Farmstead with public water</td>
<td>1 acres</td>
<td>Up to 3 acres pursuant to WCC 20.40.253 (1),(2) &amp; (4)</td>
</tr>
<tr>
<td>Farmstead Parcel – Parcel with Existing Farmstead without public water</td>
<td>2 acres</td>
<td>Up to 3 acres pursuant to WCC 20.40.253 (1)-(4)</td>
</tr>
</tbody>
</table>

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| Farmstead Parcel – Parent Parcel **without** Existing Farmstead **with** public water | 1 acre | Up to 2 acres pursuant to WCC 20.40.253 (1) & (2) |
| Farmstead Parcel – Parcel **without** Existing Farmstead **without** public water | 2 acres | Up to 3 acres pursuant to WCC 20.40.253 (1),(2) & (3) |

### Parcels Created Through Agricultural Parcel Reconfiguration

| Reconfigured Parcel - reconfiguration **with** public water | 1 acre | N/A |
| Reconfigured Parcel - reconfiguration **without** public water | 1 acre | Up to 2 acres pursuant to WCC 20.40.253 (1),(2) & (3) |

### Parcel Created for Agricultural Purposes Only

| Created Parcel **with** deed restriction for no residential buildings | 10 acres | N/A |

### 20.40.252 Minimum lot width and depth.

1. For parcels created consistent with the minimum lot size the: The minimum length to width ratio is 1/5. The terms “length” and “width” refer to the average length and average width of the parcel.

2. For lots created or rearranged pursuant to WCC 20.40.254, the following lot width and depth shall apply:

<table>
<thead>
<tr>
<th>Minimum Width at Street Line</th>
<th>Minimum Width at Bldg. Line</th>
<th>Minimum Mean Depth</th>
</tr>
</thead>
<tbody>
<tr>
<td>70' [A]</td>
<td>80'</td>
<td>100'</td>
</tr>
</tbody>
</table>

[A] Applies only to land divisions or parcel reconfigurations where the parcel(s) does not contain a farmstead homestead at the time of the application.

### 20.40.253 Farmstead or Reconfigured Parcel Minimum Lot Size Exceptions

The base maximum for the farmstead parcel shall be consistent with the minimum lots size in 20.40.251, except as follows:

1. A greater area is determined necessary by the health officer pursuant to Chapter 24.05 On-Site Sewage System Regulations;

2. A greater area is determined necessary by the responsible official to accommodate a driveway or other access necessary for the farmstead parcel;

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(3) For farmstead parcels without public water: Unless substantial evidence is provided by the responsible official indicating the location is not feasible, wells and wellhead protection zones shall also be located within farmstead parcel. Wells located outside of the farmstead parcel area shall be sited to minimize potential impacts on agricultural activities.

(4) For farmstead parcels with existing farmstead homesites: There is an existing agricultural structure(s) within the farmstead parcel and any of the following criteria are met:

   (a) The separation between the agricultural structure(s) and the primary residential structure is less than 150 feet; or

   (b) Current use of the agricultural structure(s) is not related to an agricultural activity; or

   (c) There is a low potential for future use of the agricultural structure(s) to be associated with an agricultural activity due to physical condition or compatibility with agricultural practices; or

   (d) Water is not available for use at the agricultural structure(s).

20.40.254 Separation of the Farmstead Parcel Criteria:

(1) The criteria for approval for the farmstead parcel and remainder parcel created through Agricultural Boundary Line Adjustment, Agricultural Short Subdivision and Agricultural Parcel Reconfiguration shall be the following:

   (a) The area of the parcel containing the farmstead home site, whether the home exists or is to be added, is limited to the minimum amount required to encapsulate structures, parking areas, driveways, septic systems, wells, and landscaping required setbacks; and

   (b) The farmstead parcel size shall be as stated in WCC 20.40.251, unless the existing residential structure(s) and/or well and septic constraints require a larger parcel, but shall not exceed the maximum lot size consistent with the exceptions in WCC 20.40.253; and

   (c) The farmstead parcel and farmstead home site meet the siting criteria contained in WCC 20.40.650; and

   (d) A remainder parcel shall be created equal to or greater than 10 nominal acres; and

   (e) The remainder parcel shall have no existing residential development and no development rights, and a condition containing the language as provided in WCC 20.40.250(4) or (5) shall be included on the short plat, boundary line adjustment, or agricultural parcel reconfiguration for the remainder parcel prior to final approval; and

   (f) The applicant and his or her heirs provide right of first purchase for a period of not less than 60 days through deed restriction to the original purchaser and subsequent purchasers of the remainder parcel for purchase of the farmstead parcel before they are offered on the open market; and

   (g) A right to farm disclosure statement as provided for in WCC 14.02.040(8) will be signed by the farmstead parcel owner and subsequent purchasers of the farmstead parcel, and recorded as per WCC 14.02.040(A)(1) and 14.02.050; and
(h) All land division shall comply with the appropriate map and recording provisions of WCC Title 21; and

(i) The overall submittal shall comply with WCC 20.40.250 et seq.

(2) **Agricultural Short Subdivisions.** Agricultural Short subdivisions for the purpose of reducing the acreage below the minimum lot size as provided by WCC 20.40.251 for a farmstead homesite shall comply with the following provisions:

(a) The minimum parcel size is the area necessary to accommodate a house site which meets the applicable dimensional requirements of all applicable code and provides a remainder (appended) parcel equal to or greater than 10 nominal acres; and

(b) The short subdivision application shall meet the size and performance standards of WCC 20.40.650.

(3) **Boundary Line Adjustments.** Boundary line adjustments for the purpose of reducing the acreage below the minimum lot size as provided by WCC 20.40.251 of an existing or proposed farmstead parcel if such boundary line adjustment complies with the following provisions:

(a) Boundary line adjustments shall not make a lot substandard or further substandard, except as provided for in WCC 20.40.251.

(b) The minimum parcel size is the area necessary to accommodate a house site which meets the applicable dimensional requirements of all applicable codes and provides a remainder (appended) parcel equal to or greater than 10 nominal acres; and

(c) The farmstead parcel and boundary line adjustment application shall meet the size and performance standards of WCC 20.40.250 and .251, and the siting criteria of WCC 20.40.650.

(4) **Agricultural Parcel Reconfiguration:** Parcels are reconfigured and finalized according to the agricultural parcel reconfiguration process established in Chapter 21.03, Exempt Land Divisions, Boundary Line Adjustments, and Agricultural Parcel Reconfigurations, and when meeting the following performance standards:

(a) Existing parcels to be reconfigured are:

(i) Smaller than the minimum lot size established for new lots in the Agriculture district. Parcels which meet the minimum lot size may be adjusted as a part of this process, provided the reconfiguration meets the provisions of (4)(b) below;

(ii) Determined to be legally created and buildable pursuant to WCC Title 21.01.180.

(b) Proposed parcel(s) results in the following:

(i) No additional parcels; and

(ii) A remainder parcel shall be created equal to or greater than 10 nominal acres; and

(iii) The siting criteria of WCC 20.40.650 are met and development standards of WCC 20.40.252 et seq. are met; and

Prepared by Whatcom County PDS staff May 8, 2013
iv) The reconfiguration shall result in achieving four (4) or more of the identified agricultural-related purposes as follows:

(A) Expand the amount of commercially viable resource land under contiguous single ownership; and/or
(B) Protect and buffer designated resource lands; and/or
(C) Reduce impervious surfaces, such as by reducing the amount of road and utility construction required to serve reconfigured lots, or by reducing the amount impervious area for nonagricultural uses that could otherwise occur without parcel reconfiguration; and/or
(D) Reduce the total number of lots of record through voluntary consolidation; and/or
(E) Produce a farm management plan approved through the Whatcom Conservation District or WA Department of Agriculture that demonstrates increased viability of the agricultural operation through the agricultural parcel reconfiguration; and/or
(F) Enable improved floodplain management in cooperation with Whatcom County Public Works; and

(viii) Reconfigured lots shall not be further adjusted by boundary line adjustment without approval under this section.

(c) The responsible official may impose conditions, consistent with Whatcom County Code, on the agricultural parcel reconfiguration to further the purposes of this section.

(d) Parcel reconfigurations will be tracked by County Planning and Development Services so the procedure can be adaptively managed by review of all projects passed per this code in year 2017.

5) Public Facility. The division is for the purpose of public facilities for health and safety use or expansion of such uses, provided, that:

(a) The division or boundary line adjustment will not adversely affect the surrounding agricultural activities; and

(b) The applicant has demonstrated to the administrator's satisfaction that the siting of the proposed use cannot be located in an adjacent zoning district or alternative site, if the area is intensively farmed.

6) Division or Boundary Line Adjustment for Agricultural Purposes Only. Lots smaller than the minimum lot size of WCC 20.40.251 may be created through land division or re-arranged through a boundary line adjustment provided the following:

(a) The parent parcel does not contain an existing residence, or said existing residence will remain on a parcel larger than 40 acres in size; and

(b) The parcel created is greater than 10 acres or is appended to another parcel; and

(c) There is a properly executed deed restriction which runs with the land on lots which have been created through the division or modified by the boundary line adjustment, except those lots at or over 40 acres in size that maintain an associated development density. Such
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Deed restriction shall be substantially similar to that listed under 20.40.250(5), approved by the zoning administrator and recorded with the County Auditor specifying:

(i) All land divided or parcels adjusted are to be used exclusively for agricultural or flood management purposes and specifically not for a dwelling(s), and

(ii) All land divided or parcels adjusted shall have no residential density, and

(iii) For land divisions, the acreage of the newly created parcels shall not be included in calculations to determine total development density in the future, and

(iv) For boundary line adjustments, the acreage of the newly created parcel and appended portion shall not be included in calculations to determine total development density in the future.

20.40.255 Consolidation of Adjacent Tracts.

Consolidation of adjacent tracts in the same ownership shall be required in accordance with 20.83.070 in approval of any subdivision, short subdivision, agricultural parcel reconfiguration, or boundary line adjustment in the Agricultural District. The County may waive the permit fee for a boundary line adjustment or agricultural parcel reconfiguration where adjacent lots of record are not in the same ownership and are consolidated voluntarily for purposes of the agricultural parcel reconfiguration, or boundary line adjustment.

20.40.256 Establishing Intent.

The burden of establishing intent in and legal proceeding relating to a transaction accomplished or proposed under the authority of this section shall be upon the land owner or purchaser.

20.40.350 Building setbacks.

Building setbacks shall be administered pursuant to WCC 20.80.200 (Setback Requirements). Building setbacks for parcels of less than five nominal acres shall be administered pursuant to WCC 20.80.250.

20.40.450 Lot coverage.

No structure or combination of structures, including accessory buildings, shall occupy or cover more than 25 percent of the total area of the subject parcel. Exceptions to the maximum lot coverage may be allowed when any of the following can be demonstrated:

(1) Proposed structures, in excess of the allowed maximum lot coverage, are located on lesser quality soils.

(2) Proposed structures in excess of the allowed maximum lot coverage support additional agricultural production on parcels other than the subject parcel.

(3) Expansion of facilities that were in operation prior to the adoption of the ordinance codified in this section if it can be demonstrated that substantial on-site investment has been made and location of additional structures off-site would cause an economic hardship to the farm operation.

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May 8, 2013
20.40.650 New or Modified Parcel Siting Criteria

The location of vacant farmstead parcels or parcels arranged through agricultural parcel reconfiguration (which may or may not be vacant) shall be consistent with the following siting criteria and standards:

(1) **Minimum Lot Size.** Parcels shall be consistent with WCC 20.40.251.

(2) **Parcel Design.** Parcels shall be located and arranged to provide the maximum protection of agricultural land located both on and off-site. Parcel design and development shall be as follows:

(a) The residential parcels shall be configured so that property lines are immediately adjacent and physically contiguous to each other. A maximum of two development areas containing no more than four (4) lots may be allowed. The two development areas shall contain no more than a total of six lots, and shall be separated by a minimum of 500 feet to minimize the visibility of the future development and reinforce the purposes of the zone; provided that reductions in the separation standard by up to 10% are allowed if an applicant can demonstrate that the future development visibility from the public right of way or from neighboring properties is minimized and the purposes of the parcel reconfiguration in WCC 20.40.254(4)(b)(iv) are met; and

(b) Residential parcels shall be located as close as possible to existing public roads, or if none abut the property then to existing access roads. New road or driveway development shall be avoided to the maximum extent feasible; and

(c) Except for parcels that recognize existing farmsteads, residential parcels shall be located to the extent feasible to maximize the remainder lot configuration and farmable area; and

(d) Except for reconfigured parcels that recognize existing farmsteads, each reconfigured parcel shall be limited to one single family residence and residential accessory structures; and

(e) Residential building sites shall maintain sufficient separation from on-site and off-site agricultural resources and exterior property lines. The setback, lot coverage, and height standards for reconfigured lots shall be as established in WCC 20.40.350 to 450; and

(f) Applicants shall verify that reconfigured parcels or farmstead parcels do not prohibit access to a point of withdrawal for any irrigation water rights certificates, claims, permits, or applications on the affected parcels; and

(g) All development shall be consistent with WCC Chapter 16.16; and

(h) The farmstead parcel or reconfigured parcels avoid prime soils to the extent feasible. Where the site is predominantly in prime soils and such cannot be avoided, the applicant shall demonstrate that:

(i) the parcels are sized to be as small as feasible pursuant to WCC 20.40.251; and

(ii) located to maximize the agricultural use of the remainder lot; and

(iii) achieve the most suitable locations for parcels in terms of minimizing roads, allowing for water availability, and septic suitability.
(3) Substitute Parcel Design Standards. Applicants proposing a farmstead parcel or agricultural parcel reconfiguration may propose a substitute performance standard in place of a listed standard in .650 (New or Modified Parcel Siting Criteria) provided that the applicant submits a written justification demonstrating the substitute standard better or equally meets the purposes of the zone in WCC 20.40.010 and the agricultural-related purposes described in WCC 20.40.254(4)(b)(iv); except under no condition shall more than the maximum of six (6) residential parcels with no more than four (4) lots in one development area be allowed. Such substitution shall be considered at the Administrator’s discretion.
20.80.210 Minimum setbacks.
(5) Setbacks. For the purposes of this chapter, the road classification used to determine setback requirements shall be as set forth in this section. In the event a particular road is not listed in this section, the department of public works shall determine the classification, which classification shall be based on the Whatcom County Development Standards or such other local, state or federal roadway standards as the department of public works deems appropriate.

(a) Setback Requirements of All Districts.

(i) No manure lagoon or other open pit storage shall be located closer than 150 feet from any property line, or in a manner which creates any likelihood of ground water pollution or other health hazard.

(ii) All manure storage shall be protected from a 25-year flood and shall be located 50 feet from irrigation ditches and waterways, 50 feet from the ordinary high water line of any lake or waterway; provided, that best management practices as determined by the Whatcom County Conservation District are in place. If the best management practices are not in place, 300 feet shall be substituted for 50 feet.

(iii) In all districts where a single-family residence is a primary permitted use, a building permit may be issued for the construction of a replacement dwelling on the same lot; provided, that the owner agrees by filing a statement with the building official that the old dwelling will be demolished, removed or converted to another permitted use upon completion of the new dwelling.

(iv) A 10-foot setback from the international border between Canada and the United States shall be maintained as an open space vista. The 10-foot setback area may be used for landscaping, agriculture, and natural vegetation. Structures may only be built within the 10-foot setback area after approval from the International Boundary Commission.

(b) Setbacks Table.

***

Resource Lands Setbacks

Prepared by Whatcom County PDS staff    May 8, 2013


### Agricultural (AG)

<table>
<thead>
<tr>
<th>Commercial, Industrial, I-5, State Hwys, Principal &amp; Minor Arterials</th>
<th>Collector Arterials or Major Collectors</th>
<th>Minor Collectors</th>
<th>Local Access Streets</th>
<th>Neighborhood Collector</th>
<th>Minor Access Streets</th>
<th>Side Yard</th>
<th>Rear Yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>50'</td>
<td>50'</td>
<td>50'</td>
<td>50'</td>
<td>50'</td>
<td>50'</td>
<td>20'</td>
<td>20'</td>
</tr>
</tbody>
</table>

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 and 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, or areas used to contain, house or feed animals or store manure or feed shall be 300 feet. New farm uses such as barns, pens, milking sheds, or areas used to contain, house or feed animals or store manure or feed shall be situated at least 150 feet from existing residences not located on the same property. Expansion of existing facilities within the 150-foot buffer, providing such expansion is not closer to a neighbor’s residence, and pastures are excluded from this section’s requirements.

3. Parcels of less than five nominal acres shall have the following minimum setbacks:

Front yards:

- Primary arterials and secondary arterials: 45 feet.
- Collector arterials: 35 feet.
- Neighborhood collectors, local access streets: 25 feet.
- Minor access streets: 20 feet.

Minimum front yard requirements can be reduced by the zoning administrator for agricultural parcel reconfigurations, boundary line adjustments, or farmstead parcels established through WCC 20.40.253 - .254 if the proposed placement of the structures will result in a better fit with critical areas or prime soils and goes through the approval process in WCC 21.03. In no case shall front yard depth be less than 20 feet.

Side yards: minimum side yard setbacks shall be five feet. For agricultural parcel reconfigurations, boundary line adjustments, or farmstead parcels established through WCC 20.40.253 - .254, the exterior side yard and exterior rear yard requirements of habitable structures shall be 30 feet.

Rear yards: minimum rear yard setbacks shall be five feet.

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May 8, 2013
4. A 10-foot setback from the international border between Canada and the United States shall be maintained as an open space vista. The 10-foot setback area may be used for landscaping, agriculture, and natural vegetation. Structures may only be built within the 10-foot setback area after approval from the International Boundary Commission.

***

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, or areas used to contain, house or feed animals or store manure or feed, shall be 300 feet. New farm uses such as barns, pens, milking sheds, or areas used to contain, house or feed animals or store manure or feed, shall be situated at least 150 feet from existing residences not located on the same property. Expansion of existing facilities within the 150-foot buffer, providing such expansion is not closer to a neighbor’s residence, and pastures are excluded from this section’s requirements.

(3) Parcels of less than five nominal acres shall have the following minimum setbacks:

Front Yards:
– Primary arterials and secondary arterials: 45 feet.
– Collector arterials: 35 feet.
– Neighborhood collectors, local access streets: 25 feet.
– Minor access streets: 20 feet.

Minimum front yard requirements can be reduced by the zoning administrator for agricultural parcel reconfigurations, boundary line adjustments, or farmstead parcels established through WCC 20.40.253 - .254 if the applicant demonstrates better placement of the structures in relation to critical areas or prime soils and goes through the approval process in WCC 21.03, but in no case shall be less than 20 feet.

Side Yards: Minimum side yard setbacks shall be five feet. For agricultural parcel reconfigurations, boundary line adjustments, or farmstead parcels established through WCC 20.40.253 - .254, the exterior side yard and exterior rear yard requirements of habitable structures shall be 30 feet.

Rear Yards: Minimum rear yard setbacks shall be five feet.

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20.83.110 Reduction of area.
The administrator shall not cause or increase the nonconformity of lots that are substandard as to lot area and/or lot width requirements through boundary line adjustments; provided, however, that the administrator or hearing examiner may approve boundary line adjustments required to satisfy an unidentified or disputed property line or to identify the same in accordance with RCW 58.04.007. In addition, boundary line adjustments or agricultural parcel reconfigurations in the Agricultural zone in conformance with WCC 20.40.253-.254 shall be allowed.
Chapter 21.01
GENERAL PROVISIONS
(selected portions)

21.01.010 Title.
This title shall be known and may be cited as the Whatcom County land division regulations.

21.01.020 Purpose.
The purpose of this title is:

(1) To promote the public health, safety, and general welfare, and to protect the natural resources and the environment.

(2) To provide for proper application of Chapter 58.17 RCW.

(3) To facilitate efficient and cost-effective land division and to ensure orderly growth and development consistent with the Whatcom County Comprehensive Plan and the Whatcom County Code.

(4) To establish an orderly transition from existing land uses to urban development patterns in designated urban growth areas.

21.01.030 Authority.
This title is authorized pursuant to the authority delegated to Whatcom County under Chapter 58.17 RCW, Plats – Subdivisions – Dedications.

21.01.040 Applicability and exemptions.
(1) This title shall apply to property boundary actions as defined in this title.

(2) The subdivision and short subdivision provisions of this title shall not apply to:

....

(f) A division made for the purpose of alteration by adjusting boundary lines, between platted or unplatted lots or both, which does not create any additional lot, tract, parcel, site, or division nor create any lot, tract, parcel, site, or division which contains insufficient area and dimension to meet minimum requirements for width and area for a building site in accordance with the provisions of this title;

....

(l) Divisions of land into parcels of less than forty acres but greater than ten acres within the area zoned and designated as Agriculture in the Comprehensive Plan for Whatcom County proceeding in accordance with 20.40.254(6).

....

21.01.100 Applications required.
(1) The applicant is encouraged to seek assistance from the subdivision administrator as to which approvals are required for a particular proposal. One or more of the following applications may be required for a particular proposal:

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May 8, 2013
(a) Exempt land division;
(b) Boundary line (lot line) adjustment or agricultural parcel reconfiguration;
(c) Short subdivision;
(d) Preliminary long subdivision;
(e) Final long subdivision;
(f) Subdivision vacations and alterations;
(g) Preliminary binding site plan;
(h) General binding site plan;
(i) Specific binding site plan;
(j) Agricultural short plat.
Chapter 21.03
EXEMPT LAND DIVISIONS, BOUNDARY LINE ADJUSTMENTS, AND AGRICULTURAL PARCEL RECONFIGURATIONS
(Selected portions)

21.03.010 Purpose.
The purpose of this chapter is to establish or reference the procedure and requirements for the application, review and approval of exempt land divisions, pursuant to WCC 21.01.040, boundary line adjustments, and agricultural parcel reconfigurations. The procedure is intended to provide orderly and expeditious processing of such applications.

21.03.020 Exemptions.
Repealed by Ord. 2009-007.

21.03.030 Pre-approval.
Applicants may request that their proposed exempt land division be reviewed by the subdivision administrator and pre-approved using forms supplied by the planning and development services department.

21.03.040 Certificate of exemption.
(1) A certificate of exempt land division shall be obtained from the planning and development services department for exempt land divisions under WCC 21.01.040(2)(b) and (k). A certificate of exempt land division shall consist of a suitably inscribed stamp on the instrument conveying land title and shall be certified prior to the recording of the instrument with the county auditor. County review and/or a county certificate of exemption stamp shall not be required for WCC 21.01.040(2)(a) and (c) through (j).

(2) A certificate of exempt land division shall be approved, approved with conditions, or denied as follows:

(a) Applications shall include information required by WCC 21.03.085.

(b) The exempt land division results in a lot(s) that qualifies as a valid land use pursuant to the Whatcom County Code, including but not limited to lot area, lot width, building setbacks, critical areas protection or shorelines protection.

(c) The exempt land division will not detrimentally affect access, access design, sight distance, grade, road geometry or other public safety and welfare concerns.

(3) An exempt land division is not considered approved until said instrument has been duly stamped as exempt and is filed for record concurrently with all applicable disclosures of WCC 21.03.045 within 12 months of pre-approval. Failure to record within 12 months of pre-approval means the exempt land division application is expired and must be resubmitted for review and approval. The time periods of this section do not include the time during which the exempt land division was not actually pursued due to the pendency of administrative appeals or legal actions or due to the need to obtain any other government permits and

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approvals for the development that authorize the development to proceed, including all reasonably related administrative or legal actions on any such permits or approvals.

21.03.045 Required disclosures.
The following disclosures, if applicable, shall be recorded in the county auditor’s office and shall be filed concurrently with all conveyances of property subject to this title:
(1) Right to farm, right to practice forestry, or mineral resource disclosures.
(2) Boundary discrepancies.
(3) Protective covenants, conditions and restrictions.
(4) Latecomers’ agreements.
(5) Significant pipeline in vicinity disclosure when the subject property is within 660 feet of a pipeline shown on Map 12, Chapter 5 of the Whatcom County Comprehensive Plan.

21.03.050 Access on state highways.
For parcels that will access onto a state highway, the applicant shall provide evidence of an approved access from the State Department of Transportation prior to approval of the exempt land division.

21.03.060 Boundary line adjustments and Agricultural Parcel Reconfigurations.
The purpose of this section is to provide procedures for the review and approval of adjustments or alterations to boundary lines of existing lots of record which does not create any additional lot, tract, parcel, site or division nor create any lot, tract, parcel, site or division which contains insufficient area and dimension to meet minimum requirements for width and area for a building site.

(1) Procedures. Boundary line adjustments and agricultural parcel reconfigurations shall be approved, approved with conditions, or denied as follows:

(a) Applications shall include information required by WCC 21.03.085.

(b) Any adjustment of boundary lines must be approved by the subdivision administrator prior to the transfer of property ownership between adjacent lots.

(c) The subdivision administrator shall make a preliminary decision on boundary line or agricultural parcel reconfiguration applications within 45 days following submittal of a complete application or revision, unless the applicant consents to an extension of such time period.

(d) A title insurance certificate updated not more than 60 days prior to application, which includes all parcels within the adjustment, must be submitted to the subdivision administrator with boundary line adjustment or agricultural parcel reconfiguration applications.

(e) All persons having an ownership interest within the boundary line adjustment or agricultural parcel reconfiguration shall sign the final recording document in the presence of a notary public.

Prepared by Whatcom County PDS staff  May 8, 2013
(2) Decision Criteria. In reviewing a proposed boundary line adjustment or agricultural parcel reconfiguration, the subdivision administrator or hearing examiner shall use the following criteria for approval:

(a) The boundary line adjustment shall not result in the creation of an additional lot.

(b) With the exception of those boundary line adjustments or lots within agricultural parcel reconfigurations that recognize an existing farmstead home site located within the agricultural zone, the boundary line adjustment or agricultural parcel reconfiguration shall result in lots which contain sufficient area and dimensions to meet minimum requirements for width and area for a building site pursuant to this title.

(c) The boundary line adjustment or agricultural parcel reconfiguration shall be consistent with any restrictions, depictions or conditions regarding the overall area in a plat or short plat devoted to open space, environmental mitigation or conservation.

(d) The boundary line adjustment or agricultural parcel reconfiguration shall be consistent with any restrictions or conditions of approval for a recorded plat, short plat, zoning permit, or development permit.

(e) The boundary line adjustment or agricultural parcel reconfiguration shall not cause boundary lines to cross on-site sewage disposal systems or their reserve areas, prevent suitable area for on-site sewage disposal systems, or prevent adequate access to water supplies unless suitable mitigation including, but not limited to, the granting of utility easements is provided to the satisfaction of Whatcom County; provided, however, in the agricultural zone only those lots with existing on-site sewage disposal systems or potable water supplies are subject to this provision.

(f) The boundary line adjustment or agricultural parcel reconfiguration will not create a new access which is unsafe or detrimental to the existing road system because of sight distance, grade, road geometry or other safety concerns, as specified in adopted Whatcom County road development standards.

(g) The boundary line adjustment or agricultural parcel reconfiguration on lots without an existing farmstead home site shall demonstrate adequate septic and potable water suitability. Applicants shall demonstrate adequate potable water availability per WCC 24.11. Applicants shall demonstrate septic suitability approval pursuant to WCC 24.05.

(3) Final Approval and Recording Required. To finalize an approved boundary line adjustment or agricultural parcel reconfiguration, the applicant must submit to the subdivision administrator within one year of preliminary approval final review documents meeting the requirements of approval.

Prepared by Whatcom County PDS staff

May 8, 2013
Ag Area and Parcel Reconfiguration Amendments  
WCC “clean” re-organized & non-tracked version

(a) All persons having an ownership interest within the boundary line adjustment or agricultural parcel reconfiguration shall sign the final recording document in the presence of a notary public.

(b) Certified legal descriptions of the lots after the boundary line adjustment or agricultural parcel reconfiguration, together with conveyance document(s) and language clearly binding the property which is conveyed to the remainder portion of the property, shall be prepared by a title company or licensed surveyor for all lots affected by the boundary line adjustment or agricultural parcel reconfigurations.

(c) A title insurance certificate updated not more than 60 days prior to recording of the adjustment, which includes all parcels within the adjustment, submitted to the subdivision administrator with boundary line adjustment or agricultural parcel reconfiguration final review documents.

(d) A final boundary line or agricultural parcel reconfiguration map, prepared by a licensed surveyor, along with legal descriptions, shall be prepared and submitted for review and approval. Two map copies shall be provided for review demonstrating compliance with the preliminary boundary line adjustment or parcel reconfiguration approval.

(e) A boundary line adjustment or agricultural parcel reconfiguration is not considered approved until the conveyance documents have been duly stamped as exempt and is filed for record concurrently with all applicable disclosures of WCC 21.03.045 within 12 months of approval of final documents. Failure to record within 12 months of approval means the boundary line adjustment or agricultural parcel reconfiguration application is expired and must be resubmitted for review and approval.

21.03.070 Inactive applications.
An applicant may place an exempt land division, boundary line adjustment, or agricultural parcel reconfiguration application, which has not yet received preliminary approval, on hold for a cumulative maximum of 180 days. This 180-day period shall not include time the applicant is performing studies required by the county when the study is provided within the time frame agreed to by the county and the applicant. Applications which fail to meet these time limits will be considered expired and void. The time periods of this chapter do not include the time during which the exempt land division was not actually pursued due to the pendency of administrative appeals or legal actions or due to the need to obtain any other government permits and approvals for the development that authorize the development to proceed, including all reasonably related administrative or legal actions on any such permits or approvals.

21.03.080 Requirements for a fully completed exempt land division application.
The following, and any other information on a form prescribed by the subdivision administrator, is required for a complete application for exempt land divisions under WCC 21.01.040(2)(b) and (k).

(1) Written Data and Fees.
(a) Name, address and phone number of land owner, applicant, and contact person.

Prepared by Whatcom County PDS staff  May 8, 2013
(b) Intended uses.
(c) A current title report or update of title report issued no more than 60 calendar days prior to application.
(d) Assessor’s parcel number (of the parent parcel).
(e) Fees as specified in the Unified Fee Schedule.
(f) Signature of all owners as shown on title report, and authorization for any agent to act on behalf of owners.

(2) Map Data.
(a) Name of land owner.
(b) Name of proposed land division (if an original drawing is prepared).
(c) General layout of proposed land division.
(d) Common language description of the general location of the land division.
(e) Approximate location and names of existing roads identified as either public or private.
(f) Vicinity map.
(g) Common engineering map scale/north arrow/sheet numbers (on each sheet containing a map).
(h) Section, township, range, and municipal and county lines in the vicinity.
(i) General boundaries of the site with general dimensions shown.
(j) Legal description of the land.

21.03.085 Requirements for a fully completed boundary line adjustment or agricultural parcel reconfiguration application.

The following, and any other information on a form prescribed by the subdivision administrator, is required for a complete application.

(1) Written Data and Fees.
(a) Name, address and phone number of land owner, applicant, and contact person.
(b) Intended uses.
(c) A current title report or update of title report issued no more than 60 calendar days prior to application.
(d) Assessor’s parcel numbers of existing parcels.
(e) Fees as specified in the Unified Fee Schedule.
(f) Signature of all owners as shown on title report, and authorization for any agent to act on behalf of owners.

(2) Map Data.
(a) Names of land owners.
(b) Name of proposed boundary adjustment.
(c) Common language description of the general location of the land division.
(d) Map at a common engineering scale of boundaries of existing parcels that are contributing to or receiving land from the proposed adjustment.

(e) Approximate location and labeling of any disputed or undetermined property lines proposing to be resolved by the adjustment.

(f) Clear depiction of property lines proposed for adjustment which identifies existing property lines and proposed property lines.

(g) Legal description and area of original parcels.

(h) Legal description and area of proposed adjusted parcels.

(i) Approximate location and names of existing roads identified as either public or private.

(j) Approximate location of existing buildings and existing on-site septic systems.

(k) Approximate locations of existing utilities and infrastructure.

(l) Vicinity map.

(m) Common engineering map scale/north arrow/sheet numbers (on each sheet containing a map).

(n) Section, township, range, and municipal and county lines in the vicinity.

(o) General boundaries of the site with general dimensions shown.

21.03.090 Original drawing.

Repealed by Ord. 2009-007.
21.04.010 Purpose.
The purpose of this chapter is to establish or reference the procedure and requirements for the application, review and approval of short subdivisions.

The provisions of WCC 20.40.253-.254 provide for the segregation of a farmstead parcel with an existing residence(s) from a remainder parcel used for farming in the Agriculture Zone. The remainder parcel is restricted to agricultural use only. Because no further residential development can occur on the remainder parcel and an existing residential structure is already on the farmstead parcel, many of the standard short plat requirements are unnecessary. Therefore, a shortened review process has been established.

Agricultural short plats that qualify under WCC 20.40.253-.254 shall be subject to the following:

1. Agricultural short plats that recognize an existing farmstead homesite shall be processed pursuant to all the requirements of this chapter except that the short plat will not be reviewed for compliance with:
   a. WCC 21.04.060 (Roads);
   b. WCC 21.04.090 (Water supply), when the remainder parcel will not require potable water;
   c. WCC 21.04.100 (Sewage disposal);
   d. WCC 21.04.130 (Land survey);
   e. Chapter 16.16 WCC (Critical Areas); and
   f. Shoreline master program.

2. Any subsequent development must comply with all applicable codes.

3. Survey Requirements – Partial. A survey, prepared by a professional land survey in accordance with WCC 21.09.010 and 21.09.020, which provides the location of at least two corners of the farmstead parcel shall be submitted. A survey is not required for the remainder parcel that cannot have further residential development.

Prepared by Whatcom County PDS staff

May 8, 2013
Chapter 20.97 DEFINITIONS
Zoning Definitions (selected portions)

20.97.132 Farmstead parcel.
The “farmstead parcel” is the legally subdivided portion of the parent parcel containing an existing or planned farmstead home site.

20.97.133 Farmstead home site.
The “farmstead home site” includes that portion of the parent parcel used for existing or planned residential buildings, uses accessory to residential buildings, drainfields, wells, wellhead protection area(s), established landscaped areas contiguous with the non-agricultural built area, and structures as allowed in WCC 20.40.253.
ORDINANCE NO. ________

CODE AMENDMENTS TO ALLOW AGRICULTURAL PARCEL
RECONFIGURATION AND RELATED CHANGES AFFECTING THE
AGRICULTURE ZONE

WHEREAS, the Whatcom County Agricultural Advisory Committee
developed an Agricultural Strategic Plan adopted by County Council Resolution
2011-023; and

WHEREAS, the Agricultural Strategic Plan includes the recommendation to
develop a Parcel Reconfiguration tool in the Agricultural areas, which has now been
developed; and

WHEREAS, the proposed code amendments have been reviewed under the
State Environmental Policy Act (SEPA); and

WHEREAS, In accordance with RCW 36.70A.106 Whatcom County Planning
and Development Services notified the Department of Commerce of the proposed
code amendments; and

WHEREAS, the Whatcom County Planning Commission held two public
hearings on the proposed amendments, with notices published in the Bellingham
Herald, and considered all testimony; and

WHEREAS, the Whatcom County Planning Commission held five work
sessions on the proposed amendments, and forwarded its findings and reasons for
action to the County Council; and

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

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

FINDINGS

1. The Whatcom County Agricultural Strategic Plan was developed by the
county’s Agricultural Advisory Committee made up of farmers and farming
industry representatives appointed by the Whatcom County Executive and
affirmed by the County Council.
2. The Agricultural Strategic Plan was supported by the County Executive and endorsed by the County Council on July 26, 2011 through Resolution 2011-023.

3. The Agricultural Strategic Plan built upon previous work within the agricultural community including the Rural Land Study (2007; endorsed through Council Resolution 2009-040), and an examination of the existing potential residential development within the agricultural areas of the county as described in four White Papers delivered to the WA State Office of Farmland Preservation in January 2009 and posted on the county’s Agricultural website since that time.

4. The examination of existing development potential was initiated in 2008 through a stakeholder and public process conducted by Whatcom Farm Friends (county contract number 200711051), wherein tools were identified with the goals of both retiring and accommodating existing development potential in ways that benefit agriculture. Tools that retire existing development potential were identified as options to reduce the overall development potential within the agricultural areas, assisting the farming industry by reducing the potential for uses that may conflict with agricultural activities. Accommodation tools were identified as potential options that assist the farming industry through various incentives that neither reduce nor add density to the agricultural areas.

5. The Agricultural Strategic Plan contains a number of priority tasks, one of which is “Parcel Reconfiguration tool development” which was intended to allow the reconfiguration of parcels within and across ownership, to place the existing development potential in areas that are the least valuable as farmland; accommodating existing development potential in a manner that better fits with the farming operation.

6. A Project Review Team consisting of County staff, Agricultural Advisory Committee (AAC) representatives, and a Whatcom Farm Friends representative met throughout the process with assistance from BERK Consulting to review objectives and draft documents. Meeting dates were: February 15, April 12, May 10, and July 26, 2012. This team continued to meet without the assistance from BERK Consulting as a subcommittee of the AAC.

7. A Determination of Nonsignificance (DNS) was issued under the State Environmental Policy Act (SEPA) on August 23, 2012.

8. The preliminary project plan was posted on the county website on March 6, 2012, updated periodically, with draft alternative code amendments added on March 27, 2012 and subsequently updated.
9. A Focus Group meeting conducted by BERK Consulting was held on March 5, 2012 with nine experts in Whatcom County agricultural land use, development, and financing to brainstorm how parcel reconfiguration could work to allow rearrangements of parcels (within and across ownership) to place the existing development potential in areas that are the least valuable as farmland, in a manner that benefits the County and the landowner and is consistent with other state and local priorities.

10. A Public Open House concerning the project and draft alternatives was held at Cornwall Church on May 3 at 6:30 PM, with notice posted on the County website and sent to citizen, media and other groups on the County’s e-mail list on April 19, 2012.

11. A document entitled “Situation Assessment: Incentives for Commercial Agriculture: Parcel Reconfiguration” (Situation Assessment) identifying the current conditions, parcel reconfiguration objectives, key issues, recommendations, public process, draft code amendments, and analyzing Growth Management Act and Hearings Board cases and other jurisdictional examples was published on May 31, 2012 by BERK Consulting and posted on the County website on June 8, 2012.

12. The Situation Assessment contains a list of principles used to help guide the parcel reconfiguration work program:
   • Increase the long-term viability of agriculture while recognizing underlying economic realities.
   • Provide more flexibility/incentives for homes, placed with the least impact to agricultural operations.
   • Reduce potential conflicts with neighbors.
   • Ensure parcel reconfiguration tools are “density neutral.”
   • Overarching principles should drive the regulations (e.g. equal to or better than...).
   • Honor and protect property rights and values to help farmers stay in business.

13. Notice of the subject amendment was submitted to the Washington State Department of Commerce on June 7, 2012.

14. The Planning Commission held a work session on July 12, 2012 to discuss the Agricultural Strategic Plan, including background information and all priority tasks. Notice was posted on the County website, and was sent to citizen, media and other groups on the County’s e-mail list on June 27 and on July 5, 2012.

15. A Code Development Technical Workshop open to the public was held on July 16, 2012 to further discuss proposed code amendments, with notice posted on the County website and sent to citizen, media and other groups on the
16. The Planning Commission held work sessions on August 9, 2012, November 15, 2012, January 24, 2013, and February 14, 2013, to discuss the Parcel Reconfiguration tool and draft code amendments. Notice of these meetings was posted on the County website, and was sent to citizen, media and other groups on the County’s e-mail list prior to the meetings in accordance with general practices.

17. A Supplemental Analysis and Recommendations document was published on August 31, 2012 to provide updated information following the publication of the “Situation Assessment: Incentives for Commercial Agriculture: Parcel Reconfiguration” prepared by BERK Consulting. The Supplemental Analysis was posted on the County website on September 20, 2012.

18. The Planning Commission held a public hearing on the subject amendment on October 25, 2012. Notice of the Planning Commission hearing was sent to the county email list which includes City representatives from Lynden, Ferndale, Everson, Nooksack and Sumas; citizens; media; and other group representatives on October 4, 2012. Notice of the Planning Commission hearing for the subject amendment was posted on the County website on October 17, 2012. Notice of the Planning Commission hearing for the subject amendment was published in the Bellingham Herald on October 12, 2012.

19. The Planning Commission held a second public hearing on the subject amendment on February 28, 2013. Notice of the Planning Commission hearing was sent to the county email list which includes City representatives from Lynden, Ferndale, Everson, Nooksack and Sumas; citizens; media; and other group representatives on February 20, 2013. Notice of the Planning Commission hearing for the subject amendment was posted on the County website on February 19, 2013. Notice of the Planning Commission hearing for the subject amendment was published in the Bellingham Herald on February 17, 2013.

20. The Whatcom County Council held Committee work sessions on the subject amendment on March 26, April 9, May 7, May 21 and June 18, 2013.

21. In order to approve the zoning amendment, the County must find that it is consistent with the Growth Management Act (GMA). Additionally, the County must find that the zoning amendment is consistent with and implements the Whatcom County Comprehensive Plan.

22. The GMA (RCW 36.70A.020) lists thirteen planning goals to guide the development and adoption of comprehensive plans and development regulations. The proposed amendments reflect a balance of these planning goals; primarily: (2) Reduce sprawl, (6) Property rights, (7) Permits, (8)
Natural resource industries, (10) Environment, and (11) Citizen participation and coordination.

23. The GMA (RCW 36.70A.030) contains a definition for “agricultural land” meaning “land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, Christmas trees not subject to the excise tax imposed by RCW 84.33.100 through 84.33.140, finfish in upland hatcheries, or livestock, and that has long-term commercial significance for agricultural production.”

24. The GMA guides the adoption of development regulations to assure the conservation of designated agricultural, forest, and mineral lands of long-term commercial significance. Both the GMA and Washington Administrative Code (WAC) offer specific guidance:

- Development regulations must assure the conservation of agricultural lands (RCW 36.70A.060).

- Natural resource uses have preferred and primary status in designated natural resource lands. Counties and cities must determine if and to what extent other uses will be allowed. If other uses are allowed, counties and cities should consider using innovative land management techniques that minimize land use incompatibilities and most effectively maintain current and future natural resource lands (WAC 365-190-040).

- Regulations for the conservation of natural resource lands may not prohibit uses legally existing on any parcel prior to their adoption (RCW 36.70A.060).

- Development regulations must assure that the planned use of lands adjacent to natural resource lands will not interfere with the continued use, in the accustomed manner and in accordance with best management practices, of these designated lands (RCW 36.70A.060).

- Counties and cities are encouraged to use a coordinated program that includes non-regulatory programs and incentives to supplement development regulations to conserve natural resource lands (WAC 365-196-480).

25. The GMA (RCW 36.70A.177) encourages counties to consider use of innovative zoning techniques designed to conserve agricultural lands and encourage the agricultural economy, and requires accessory uses to be limited according to the section.

26. Consultant attorney review concluded that the GMA provides some flexibility
for the County to allow landowners to vary from minimum lot sizes in
individual cases, as long as:

- The County provides appropriate standards with reasonable limits that
  protect rural character (such as siting criteria that are consistent with the
  County’s definition for “rural character”) and that conserve agricultural
  lands;

- The County does not allow the overall pattern of lot sizes and densities to
  be materially changed, to the detriment of rural character or agricultural
  conservation; and

- Where appropriate, the County requires compensating areas to be set
  aside and permanently dedicated to agricultural or open space uses.

27. Whatcom County Comprehensive Plan Goal 8A is to: Conserve and
enhance Whatcom County’s agricultural land base for the continued
production of food and fiber. Additionally, the following policies are
relevant to the proposed amendments:

Policy 8A-4: Discourage conversion of productive agricultural land to
incompatible nonagricultural uses.

Policy 8A-6: Prioritize agricultural activity in land use decisions when land
is composed of prime and/or productive agricultural soils and agriculture
is the highest value resource use.

Policy 8A-7: Establish flexibility in land use plans and regulations to
encourage maintenance of the productive agricultural land base.

Policy 8A-12: The Agricultural Advisory Committee shall advise the
Whatcom County Executive and Council on agricultural issues and
agricultural land use. Whatcom County shall support the Agricultural
Advisory Committee with staff and other resources.

The proposed amendment developed through the recommendations of the
County Agricultural Advisory Committee prioritizes agricultural activities while
providing land owner flexibility and recognizing existing legal lots.

28. Whatcom County Comprehensive Plan GOAL 8C is to: Preserve and
enhance the cultural heritage that is related to agriculture.
Additionally, the following policies are relevant to the proposed amendments:

Policy 8C-1: Find ways for retiring farmers to pass their farms on to their
children and for young farmers to be able to afford to buy productive
farmland.
Policy 8C-2: Identify, preserve, and enhance community character, landscape, and buildings associated with agricultural activity.

Policy 8C-3: Involve those who actually are engaged in agricultural activities in the planning process. Utilize groups working effectively with the agricultural community to help preserve and/or create a sustainable economic agricultural base.

Policy 8C-4: Support the continuation of owner occupied/family owned farms.

The proposed amendment responds to public input from farmers, agricultural land owners, and the public by providing opportunities for smaller lot sizes that may be easier to finance for farming purposes while allowing existing residential development potential in a way that is minimally disruptive to the agricultural activities.

29. Whatcom County Comprehensive Plan GOAL 8D is to: Reduce land use conflicts between Whatcom County’s agriculture and non-agricultural landowners. Additionally, the following policies are relevant to the proposed amendments:

Policy 8D-1: Work to reduce conflicts between incompatible agricultural activities by establishing zoning regulations which protect productive agricultural lands of long-term commercial significance from conversion to non-compatible uses. This zoning should recognize the diversity of agricultural landowners and agricultural land uses. This zoning should provide flexible regulations, which encourage all agricultural landowners to maintain the productive agricultural land base while protecting them from conflicting uses.

Policy 8D-6: Support agricultural activity in mixed farm/rural residential areas, with the understanding that certain farm practices may conflict with other neighboring rural land uses.

The proposed amendment provides a flexible alternative to larger-lot residential development in a manner that encourages the conservation of the productive agricultural lands.

CONCLUSIONS

1. The subject amendments comply with the Growth Management Act.

2. The subject amendments are consistent with and implement the Whatcom County Comprehensive Plan.
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Code is hereby amended as shown in Exhibit 1.

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

ADOPTED this ____ day of ________, 20____.

ATTEST: WHATCOM COUNTY COUNCIL

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

Kathy Kershner, Council Chair

APPROVED AS TO FORM: WHATCOM COUNTY EXECUTIVE

Civil Deputy Prosecutor WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

( ) Approved  ( ) Denied

Date Signed: ____________________
EXHIBIT 1

PROPOSED CODE AMENDMENTS: PARCEL RECONFIGURATION

February 28, 2013

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Prepared by BERK & Whatcom County PDS staff February 28, 2013

1
Chapter 20.40
AGRICULTURE (AG) DISTRICT

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20.40.010 Purpose.

The primary purposes of this district are to implement the agricultural designation of the Comprehensive Plan, established pursuant to RCW 36.70A.170, preserve, enhance and support the production of food and fiber in Whatcom County, to maintain a sufficient agricultural land base to ensure a viable agriculture industry and to maintain the economic feasibility of supporting services. Whatcom County supports agricultural activities as the highest priority use in the Agriculture District, with all other uses being subordinate to agricultural activities. Whatcom County seeks to minimize conflict with surrounding zoning districts, in conjunction with Chapter 14.02 WCC, Right to Farm. In order to limit the further fragmentation of the commercial agricultural land base, the Agriculture District includes smaller areas of land with poorer quality soils or nonagricultural uses, which do not meet the definition of agriculture lands of long-term commercial significance.

A secondary purpose of this district is to serve as a holding district when located within the urban growth area Comprehensive Plan designation to allow agricultural uses in the near term while protecting the area from suburban sprawl and preserving the potential for future urban development consistent with the protection of the resource land. (Ord. 2009-071 § 2 (Exh. B), 2009; Ord. 2005-079 § 1, 2005; Ord. 2001-020 § 1 (Exh. 1 § 1), 2001).

20.40.250 Minimum lot size and land subdivision.

(1) The minimum lot size in the Agriculture District is 40 acres, except as provided for in WCC 20.40.351 and 20.40.352. The minimum length to width ratio is five to one. The terms "length" and "width" refer to the average length and average width of the parcel.

Prepared by BERK & Whatcom County PDS staff February 28, 2013
(2) All divisions of land in the Agriculture District shall proceed in accordance with the local and state subdivision laws.

(3) Boundary line adjustments shall not make a lot substandard or further substandard, except as provided for in WCC 20.40.251 and 20.40.252.

It is the intent of this section to allow divisions which benefit the long-term viability of agriculture. This section describes the requirements for division or modification of parcels within the agricultural district that either are consistent with the minimum lot size, or would result in substandard parcels or make existing substandard parcels further substandard.

Requests for land division or, boundary line adjustment, or agricultural parcel reconfiguration in the Agriculture District shall be made on forms provided by the department and will be reviewed administratively. An additional application, deemed sufficient to initiate subdivision or boundary line adjustment review by planning and development services, must be submitted within 24 months of the administrative approval granted pursuant to this section. All divisions must comply with the following provisions:

(1) Agricultural Divisions. All divisions of land in the Agriculture District shall proceed in accordance with the local and state subdivision laws.

(2) Allowable Density. No divisions or, boundary line adjustments, nor agricultural parcel reconfiguration shall result in an increase in allowable density.

(3) Additional Acreage. Additional acreage gained through a boundary line adjustment or agricultural parcel reconfiguration shall not be considered in the total acreage calculations for determining density.

(4) Plat Restrictions. The following plat restriction is required, prior to recording, on the nonresidential lot of all divisions of land provided for in WCC 20.40.254(2)(c):

No further division or residential structure shall be allowed on this parcel until and unless and until changes in the zoning of this property occur consistent with State and local laws which would result in additional development density, in which case this restriction shall be null and void, and density and uses of the new zone shall apply to the property upon review by the Whatcom County zoning administrator.

(5) Deed Restrictions. Deed restrictions are required for all boundary line adjustments or agricultural parcel reconfigurations allowed under WCC 20.40.254(3) and (4)(20.40.252).

(a) The following language must be recorded separately and placed by reference of auditors file number on the deed, and placed on the tract map of the nonresidential portion of the adjusted parent parcels prior to recording:

The development density of the original parcel (parent parcel) remains with legal description ______. The _______ (f of acres) appended through boundary line adjustment [or agricultural parcel reconfiguration] to legal description ________ (receiving parcel) shall not be included in calculations to determine total development density for the receiving parcel. Maximum Lot Size Exceptions. The inclusion of existing agricultural structure(s) within the farmstead home-site parcel shall be allowed if the farmstead home-site parcel does not exceed three acres, and if any of the following criteria are met:

Prepared by BERK & Whatcom County PDS staff
4a) (b) The following deed restriction language must be recorded separately and placed by reference of auditors file number on the deed, and is required when there is no additional means to further subdivide the property due to the parcel sizes and density standards of this zone:

No further division or residential structure shall be allowed on this parcel unless and until changes in the zoning of this property occur consistent with State and local laws which would result in additional development density, in which case this restriction shall be null and void, and density and uses of the new zone shall apply to the property upon review by the Whatcom County zoning administrator.

**20.40.251 Minimum Lot Size.**

The minimum lot size in the Agriculture District is 40 acres, except as provided for in WCC 20.40.253 and 20.40.2542. The creation of a lot less than the minimum size is permitted only when the subject application meets the standards contained in WCC 20.40.253, 254, and 2550, as applicable.

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Minimum Lot Size</th>
<th>Minimum Lot Size Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional Parcel</td>
<td>40 acres</td>
<td>Reconfiguring existing nonconforming parcels</td>
</tr>
<tr>
<td><strong>Farmstead Parcels Created through Agricultural Short Subdivision or Agricultural Boundary Line Adjustment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farmstead Parcel – Parent Parcel with Existing Farmstead with public water</td>
<td>1 acre</td>
<td>Up to 3 acres pursuant to WCC 20.40.253 (1), (2) &amp; (4)</td>
</tr>
<tr>
<td>Farmstead Parcel – Parcel with Existing Farmstead without public water</td>
<td>2 acres</td>
<td>Up to 3 acres pursuant to WCC 20.40.253 (3), (4)</td>
</tr>
<tr>
<td>Farmstead Parcel – Parent Parcel without Existing Farmstead with public water</td>
<td>1 acre</td>
<td>Up to 2 acres pursuant to WCC 20.40.253 (1) &amp; (2)</td>
</tr>
<tr>
<td>Farmstead Parcel – Parcel without Existing Farmstead without public water</td>
<td>2 acres</td>
<td>Up to 3 acres pursuant to WCC 20.40.253 (1), (2), &amp; (3)</td>
</tr>
<tr>
<td><strong>Parcels Created through Agricultural Parcel Reconfiguration</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reconfigured Parcel - reconfiguration with public water</td>
<td>1 acre</td>
<td>N/A</td>
</tr>
<tr>
<td>Reconfigured Parcel - reconfiguration without public water</td>
<td>1 acre</td>
<td>Up to 2 acres pursuant to WCC 20.40.253 (1), (2), &amp; (3)</td>
</tr>
</tbody>
</table>

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| Created Parcel with deed restriction for no residential buildings | 10 acres | N/A |

**20.40.252 Minimum lot width and depth.**

1. For parcels created consistent with the minimum lot size: The minimum length to width ratio is five to one. The terms "length" and "width" refer to the average length and average width of the parcel.

2. For lots created or rearranged pursuant to WCC 20.40.254, the following lot width and depth shall apply:

<table>
<thead>
<tr>
<th>Minimum Width at Street Line</th>
<th>Minimum Width at Bldg. Line</th>
<th>Minimum Mean Depth</th>
</tr>
</thead>
<tbody>
<tr>
<td>70' [A]</td>
<td>80'</td>
<td>100'</td>
</tr>
</tbody>
</table>

(A) Applies only to land divisions or parcel reconfigurations where the parcel(s) does not contain a farmstead homestead at the time of the application.

**20.40.253 Farmstead or Reconfigured Parcel Minimum Lot Size Exceptions**

The base maximum for the farmstead parcel shall be consistent with the minimum lots size in 20.40.251, except as follows:

1. A greater area is determined necessary by the health officer pursuant to Chapter 24.05 On-Site Sewage System Regulations;

2. A greater area is determined necessary by the responsible official to accommodate a driveway or other access necessary for the farmstead parcel;

3. For farmstead parcels without public water: Unless substantial evidence is provided by the responsible official indicating the location is not feasible, wells and wellhead protection zones shall be located within the farmstead parcel. Wells located outside of the farmstead parcel area shall be sited to minimize potential impacts on agricultural activities.

4. For farmstead parcels with existing farmstead homesteads: There is an existing agricultural structure(s) within the farmstead parcel and any of the following criteria are met:
   - (a) The separation between the agricultural structure(s) and the primary residential structure is less than 150 feet; or
   - (b) Current use of the agricultural structure(s) is not related to an agricultural activity; or
   - (c) There is a low potential for future use of the agricultural structure(s) to be associated with an agricultural activity due to physical condition or incompatibility with agricultural practices; or
   - (d) Water is not available for use at the agricultural structure(s).

4. **20.40.254 Separation of the Farmstead Home-Site Parcel, Criteria:**

1. The maximum lot size criteria for approval for the home-site farmstead parcel and remainder parcel created through Agricultural Boundary Line Adjustment, Agricultural Short Subdivision and Agricultural Parcel Reconfiguration shall be determined by the following criteria for approval:
(a) The area of the parcel containing the farmstead home site, whether the home exists or is to be added, is limited to the minimum amount required to encapsulate structures, parking areas, driveways, septic systems, wells, and landscaping required setbacks; and

(b) The farmstead parcel size shall be as stated in WCC 20.40.251 less than one acre, unless the existing residential structure(s) and/or well and septic constraints require a larger parcel, but shall not exceed three acres; the maximum lot size consistent with the exceptions in WCC 20.40.253; and

(b) The farmstead parcel and farmstead home site meet the siting criteria contained in WCC 20.40.650; and

(d) A remainder parcel shall be created equal to or greater than 10 nominal acres; and

(eg) The remainder parcel shall have no existing residential development and no development rights, and a condition containing the language as provided in WCC 20.40.250(4) or (5)(4) shall be included on the short plat, boundary line adjustment, or agricultural parcel reconfiguration for the remainder parcel prior to final approval; and

(f) The applicant and his or her heirs provide right of first purchase for a period of not less than 60 days through deed restriction to the original purchaser and subsequent purchasers of the remainder parcel for purchase of the farmstead home-site parcel before they are offered on the open market; and

(eg) A right to farm disclosure statement as provided for in WCC 14.02.040(8) will be signed by the farmstead home-site parcel owner and subsequent purchasers of the farmstead home-site parcel, and recorded as per WCC 14.02.040(A)(1) and 14.02.050; and

(fh) All land division shall comply with the appropriate map and recording provisions of WCC Title 21; and

(g) The overall submittal shall comply with WCC 20.40.250 et seq.

(2) Agricultural Short Subdivisions. Agricultural Short subdivisions for the purpose of reducing the acreage below the minimum lot size as provided by WCC 20.40.251 for a farmstead homesite shall comply with the following provisions:

(a) The minimum parcel size is the area necessary to accommodate a house site which meets the applicable dimensional requirements of all applicable code and provides a remainder (appended) parcel equal to or greater than 10 nominal acres; and

(b) The short subdivision application shall meet the size and performance standards of WCC 20.40.650.

(3) Boundary Line Adjustments. Boundary line adjustments for the purpose of reducing the acreage below the minimum lot size as provided by WCC 20.40.251A of an existing or proposed farmstead home site parcel if such boundary line adjustment complies with the following provisions:

(a) Boundary line adjustments shall not make a lot substandard or further substandard, except as provided for in WCC 20.40.251 and 20.40.252.

(b) The minimum parcel size is the area necessary to accommodate a house site which meets the applicable dimensional requirements of all applicable codes and provides a remainder (appended) parcel equal to or greater than 10 nominal acres; and

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(a) The farmstead home-site-parcel and boundary line adjustment application shall meet the size and performance standards of WCC 20.40.250 and 251, and the siting criteria of WCC 20.40.650.

(b) Proposed parcel(s) results in the following:

(i) No additional parcels; and

(ii) A remainder parcel shall be created equal to or greater than 10 nominal acres; and

(iii) The siting criteria of WCC 20.40.650 are met and development standards of WCC 20.40.252 et seq. are met; and

(iv) The reconfiguration shall result in achieving four (4) or more of the identified agricultural-related purposes as follows:

(A) Expand the amount of commercially viable resource land under contiguous single ownership; and/or

(B) Protect and buffer designated resource lands; and/or
(C) Reduce impervious surfaces, such as by reducing the amount of road and utility construction required to serve reconfigured lots, or by reducing the amount of impervious area for nonagricultural uses that could otherwise occur without parcel reconfiguration; and/or

(D) Reduce the total number of lots of record through voluntary consolidation; and/or

(E) Produce a farm management plan approved through the Whatcom Conservation District or WA Department of Agriculture that demonstrates increased viability of the agricultural operation through the agricultural parcel reconfiguration; and/or

(F) Enable improved floodplain management in cooperation with Whatcom County Public Works; and

(viii) Reconfigured lots shall not be further adjusted by boundary line adjustment without approval under this section.

(c) The responsible official may impose conditions, consistent with Whatcom County Code, on the agricultural parcel reconfiguration to further the purposes of this section.

(d) Parcel reconfigurations will be tracked by County Planning and Development Services so the procedure can be adaptively managed by review of all projects passed per this code in year 2017.

(5) Public Facility. The division is for the purpose of public facilities for health and safety use or expansion of such uses pursuant to WCC 20.40.251; provided, that:

(a) The division or boundary line adjustment will not adversely affect the surrounding agricultural activities; and

(b) The applicant has demonstrated to the administrator’s satisfaction that the siting of the proposed use cannot be located in an adjacent zoning district or alternative site, if the area is intensively farmed.

2.53 Division or Boundary Line Adjustment for Agricultural Purposes Only. Lots smaller than the minimum lot size of WCC 20.40.251 may be created through land division or re-arranged through a boundary line adjustment provided the following:

(a) The parent parcel does not contain an existing residence, or said existing residence will remain on a parcel larger than 40 acres in size; and

(b) The parcel created is greater than 10 acres or is appended to another parcel; and

(c) There is a properly executed deed restriction which runs with the land on lots which have been created through the division or modified by the boundary line adjustment, except those lots at or ever 40 acres in size that maintain an associated development density. Such deed restriction shall be substantially similar to that listed under 20.40.250(5), approved by the zoning administrator and recorded with the County Auditor specifying:

(i) All land divided or parcels adjusted are to be used exclusively for agricultural or flood management purposes and specifically not for a dwelling(s), and

(ii) All land divided or parcels adjusted shall have no residential density, and

(iii) For land divisions, the acreage of the newly created parcels shall not be included in calculations to determine total development density in the future, and

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(iv) For boundary line adjustments, the acreage of the newly created parcel and appended portion shall not be included in calculations to determine total development density in the future.

20.40.255 Consolidation of Adjacent Tracts.

Consolidation of adjacent tracts in the same ownership shall be required in accordance with 20.83.070 in approval of any subdivision, short subdivision, agricultural parcel reconfiguration, or boundary line adjustment in the Agricultural District. The County may waive the permit fee for a boundary line adjustment or agricultural parcel reconfiguration where adjacent lots of record are not in the same ownership and are consolidated voluntarily for purposes of the agricultural parcel reconfiguration, or boundary line adjustment.

20.40.256 Establishing Intent.

The burden of establishing intent in and legal proceeding relating to a transaction accomplished or proposed under the authority of this section shall be upon the land owner or purchaser.

20.40.350 Building setbacks.

Building setbacks shall be administered pursuant to WCC 20.80.200 (Setback Requirements). Building setbacks for parcels of less than five nominal acres shall be administered pursuant to WCC 20.80.282(3)(a) 250.

20.40.450 Lot coverage.

No structure or combination of structures, including accessory buildings, shall occupy or cover more than 25 percent of the total area of the subject parcel. Exceptions to the maximum lot coverage may be allowed when any of the following can be demonstrated:

(1) Proposed structures in excess of the allowed maximum lot coverage, are located on better quality soils.

(2) Proposed structures in excess of the allowed maximum lot coverage support additional agricultural production on parcels other than the subject parcel.

(3) Expansion of facilities that were in operation prior to the adoption of the ordinance codified in this section if it can be demonstrated that substantial on-site investment has been made and development of additional structures off-site would cause an economic hardship to the farm operation.

20.40.650 Development New or Modified Parcel Siting Criteria

The location of vacant farmstead parcels or parcels arranged through agricultural parcel reconfiguration (which may or may not be vacant) shall be consistent with the following siting criteria and standards:

(1) Minimum Lot Size. Parcels shall be consistent with WCC 20.40.251.

(2) Parcel Design. Parcels shall be located and arranged to provide the maximum protection of agricultural land located both on and off-site. Parcel design and development shall be as follows:

(a) The residential parcels shall be configured so that property lines are immediately adjacent and physically contiguous to each other. A maximum of two development areas containing no more than four (4) lots may be allowed. The two development areas shall contain no more than a total of six lots, and shall be separated by a minimum of 500 feet to minimize the visibility of the future development and reinforce the purposes of the zone; provided that reductions in the separation standard by up to 10% are allowed if an applicant can demonstrate that the future

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development visibility from the public right of way or from neighboring properties is minimized and the purposes of the parcel reconfiguration in Section 254(4)(b)(v) are met; and

(b) Residential parcels shall be located as close as possible to existing public roads, or if none abut the property then to existing access roads. New road or driveway development shall be avoided to the maximum extent feasible; and

(c) Except for parcels that recognize existing farmsteads, residential parcels shall be located to the extent feasible to maximize the remainder lot configuration and farmable area; and

(d) Except for reconfigured parcels that recognize existing farmsteads, each reconfigured parcel shall be limited to one single family residence and residential accessory structures; and

(e) Residential building sites shall maintain sufficient separation from on-site and off-site agricultural resources and exterior property lines. The setback, lot coverage, and height standards for reconfigured lots shall be as established in WCC 20.40.350 to 450; and

(f) Applicants shall verify that reconfigured parcels or farmstead parcels do not prohibit access to a point of withdrawal for any irrigation water rights certificates, claims, permits, or applications on the affected parcels; and

(g) All development shall be consistent with WCC Chapter 16.16; and

(h) The farmstead parcel or reconfigured parcels avoid prime soils to the extent feasible. Where the site is predominantly in prime soils and such cannot be avoided, the applicant shall demonstrate that:

(i) the parcels are sized to be as small as feasible pursuant to WCC 20.40.251; and

(ii) located to maximize the agricultural use of the remainder lot; and

(iii) achieve the most suitable locations for parcels in terms of minimizing roads, allowing for water availability, and septic suitability.

(3) Substitute Parcel Design Standards. Applicants proposing a farmstead parcel or agricultural parcel reconfiguration may propose a substitute performance standard in place of a listed standard in .650 (New or Modified Parcel Siting Criteria) provided that the applicant submits a written justification demonstrating the substitute standard better or equally meets the purposes of the zone in WCC 20.40.010 and the agricultural-related purposes described in WCC 20.40.254(4)(b)(iv); except under no condition shall more than the maximum of six (6) residential parcels with no more than four (4) lots in one development area be allowed. Such substitution shall be considered at the Administrator’s discretion.
CHAPTER 20.80
SUPPLEMENTARY REQUIREMENTS

Sections:
20.80.210 Minimum setbacks.
20.80.230 Measurement of setbacks.
20.80.250 Special setbacks provisions by district.
20.80.252 Rural District.
20.80.255 Agriculture District.
20.80.258 All districts.

20.80.210 Minimum setbacks.

(5) Setbacks. For the purposes of this chapter, the road classification used to determine setback requirements shall be as set forth in this section. In the event a particular road is not listed in this section, the department of public works shall determine the classification, which classification shall be based on the Whatcom County Development Standards or such other local, state or federal roadway standards as the department of public works deems appropriate.

(a) Setback Requirements of All Districts.

(i) No manure lagoon or other open pit storage shall be located closer than 150 feet from any property line, or in a manner which creates any likelihood of ground water pollution or other health hazard.

(ii) All manure storage shall be protected from a 25-year flood and shall be located 50 feet from irrigation ditches and waterways, 50 feet from the ordinary high water line of any lake or waterway; provided, that best management practices as determined by the Whatcom County Conservation District are in place. If the best management practices are not in place, 300 feet shall be substituted for 50 feet.

(iii) In all districts where a single-family residence is a primary permitted use, a building permit may be issued for the construction of a replacement dwelling on the same lot; provided, that the owner agrees by filing a statement with the building official that the old dwelling will be demolished, removed or converted to another permitted use upon completion of the new dwelling.

(iv) A 10-foot setback from the international border between Canada and the United States shall be maintained as an open space vista. The 10-foot setback area may be used for landscaping, agriculture, and natural vegetation. Structures may only be built within the 10-foot setback area after approval from the International Boundary Commission.
(b) Setbacks Table.

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### Resource Lands Setbacks

<table>
<thead>
<tr>
<th>Agricultural (AG)</th>
<th>Road Type</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial, Industrial, I-5, State Hwys, Principal &amp; Minor Arterials</td>
<td>Collector Arterials or Major Collectors</td>
<td>Minor Collectors</td>
</tr>
<tr>
<td>50'</td>
<td>50'</td>
<td>50'</td>
</tr>
</tbody>
</table>

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 and 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, or areas used to contain, house or feed animals or store manure or feed shall be 300 feet. New farm uses such as barns, pens, milking sheds, or areas used to contain, house or feed animals or store manure or feed shall be situated at least 150 feet from existing residences not located on the same property. Expansion of existing facilities within the 150-foot buffer, providing such expansion is not closer to a neighbor’s residence, and pastures are excluded from this section’s requirements.

3. Parcels of less than five nominal acres shall have the following minimum setbacks:

   Front yards:
   - Primary arterials and secondary arterials: 45 feet.
   - Collector arterials: 35 feet.
   - Neighborhood collectors, local access streets: 25 feet.
   - Minor access streets: 20 feet.

   Minimum front yard requirements can be reduced by the zoning administrator for agricultural parcel reconfigurations, boundary line adjustments, or farmstead parcels established through WCC 20.40.253 - 254 if the proposed placement of the structures will result in a better fit with critical areas or prime soils and goes through the approval process in WCC 21.03.

   In no case shall front yard depth be less than 20 feet.

   Side yards: minimum side yard setbacks shall be five feet. For agricultural parcel reconfigurations, boundary line

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adjustments, or farmstead parcels established through WCC 20.40.253 - .254, the exterior side yard and exterior rear yard requirements of habitable structures shall be 30 feet.

Rear yards: minimum rear yard setbacks shall be five feet.

4. A 10-foot setback from the international border between Canada and the United States shall be maintained as an open space vista. The 10-foot setback area may be used for landscaping, agriculture, and natural vegetation. Structures may only be built within the 10-foot setback area after approval from the international Boundary Commission.

***

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, or areas used to contain, house or feed animals or store manure or feed, shall be 300 feet. New farm uses such as barns, pens, milking sheds, or areas used to contain, house or feed animals or store manure or feed, shall be situated at least 150 feet from existing residences not located on the same property. Expansion of existing facilities within the 150-foot buffer, providing such expansion is not closer to a neighbor's residence, and pastures are excluded from this section's requirements.

(3) Parcels of less than five nominal acres shall have the following minimum setbacks:

Front Yards:
- Primary arterials and secondary arterials: 45 feet.
- Collector arterials: 35 feet.
- Neighborhood collectors, local access streets: 25 feet.
- Minor access streets: 20 feet.

Minimum front yard requirements can be reduced by the zoning administrator for agricultural parcel reconfigurations, boundary line adjustments, or farmstead parcels established through WCC 20.40.253 - .254 if the applicant demonstrates better placement of the structures in relation to critical areas or prime soils and goes through the approval process in WCC 21.03, but in no case shall be less than 20 feet.

Side Yards: Minimum side yard setbacks shall be five feet. For agricultural parcel reconfigurations, boundary line adjustments, or farmstead parcels established through WCC 20.40.253 - .254, the exterior side yard and exterior rear yard requirements of habitable structures shall be 30 feet.

Rear Yards: Minimum rear yard setbacks shall be five feet. (Ord. 2001-020 § 1 [Exh. 1 § 2], 2001; Ord. 99-080, 1999).

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CHAPTER 20.83
NONCONFORMING USES AND PARCELS

20.83.110 Reduction of area.

The administrator shall not cause or increase the nonconformity of lots that are substandard as to lot area and/or lot width requirements through boundary line adjustments; provided, however, that the administrator or hearing examiner may approve boundary line adjustments required to satisfy an unidentified or disputed property line or to identify the same in accordance with RCW 58.04.007. In addition, boundary line adjustments or agricultural parcel reconfigurations in the Agricultural zone in conformance with WCC 20.40.281 and 20.40.282 20.40.253-254 shall be allowed. (Ord. 2009-031 § 1 (Exh. 1), 2009).
CHAPTER 21.01
GENERAL PROVISIONS

Sections:
21.01.010 Title.
21.01.020 Purpose.
21.01.030 Authority.
21.01.040 Applicability and exemptions.
21.01.050 Interpretation, conflict and severability.
21.01.060 Enforcement and penalties.
21.01.070 Fees.
21.01.080 Administrative responsibilities.
21.01.090 Pre-application meeting.
21.01.100 Applications required.
21.01.105 Consolidated application process.
21.01.110 Complete application.
21.01.120 Time frames.
21.01.130 Underground utilities.
21.01.140 Regulatory authority for development standards.
21.01.150 Repealed.
21.01.160 City urban growth areas.
21.01.170 Hearing examiner consultation with technical advisory committee.

21.01.010 Title.
This title shall be known and may be cited as the Whatcom County land division regulations. (Ord. 2009-007 § 1; Ord. 2000-056 § 1).

21.01.020 Purpose.
The purpose of this title is:

(1) To promote the public health, safety, and general welfare, and to protect the natural resources and the environment.

(2) To provide for proper application of Chapter 58.17 RCW.

(3) To facilitate efficient and cost-effective land division and to ensure orderly growth and development consistent with the Whatcom County Comprehensive Plan and the Whatcom County Code.

(4) To establish an orderly transition from existing land uses to urban development patterns in designated urban growth areas. (Ord. 2009-007 § 1; Ord. 2000-056 § 1).

21.01.030 Authority.
This title is authorized pursuant to the authority delegated to Whatcom County under Chapter 58.17 RCW, Flats - Subdivisions – Dedications (Ord. 2009-007 § 1; Ord. 2000-056 § 1).

21.01.040 Applicability and exemptions.
(1) This title shall apply to property boundary actions as defined in this title.

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(2) The subdivision and short subdivision provisions of this title shall not apply to:

....

(f) A division made for the purpose of altering by adjusting boundary lines, between platted or unplatted lots or both, which does not create any additional lot, tract, parcel, site, or division nor create any lot, tract, parcel, site, or division which contains insufficient area and dimension to meet minimum requirements for width and area for a building site in accordance with the provisions of this title;

....

(j) Divisions of land into parcels of less than forty acres but greater than ten acres within the area zoned and designated as Agriculture in the Comprehensive Plan for Whatcom County proceeding in accordance with 20.40.254(6).
CHAPTER 21.03
EXEMPT LAND DIVISIONS-AND, BOUNDARY LINE ADJUSTMENTS, AND AGRICULTURAL PARCEL RECONFIGURATIONS

Sections:
21.03.010 Purpose.
21.03.020 Repealed.
21.03.030 Pre-approval.
21.03.040 Certificate of exemption.
21.03.045 Required disclosures.
21.03.050 Access on state highways.
21.03.050 Boundary line adjustments and Agricultural Parcel Reconfigurations.
21.03.070 Inactive applications.
21.03.080 Requirements for a fully completed exempt land division application.
21.03.085 Requirements for a fully completed boundary line adjustment application.
21.03.090 Repealed.

21.03.010 Purpose.

The purpose of this chapter is to establish or reference the procedure and requirements for the application, review and approval of exempt land divisions, pursuant to WCC 21.01.040, and boundary line adjustments, and agricultural parcel reconfigurations. The procedure is intended to provide orderly and expeditious processing of such applications. (Ord. 2009-007 § 1; Ord. 2000-056 § 1).

21.03.020 Exemptions.


21.03.030 Pre-approval.

Applicants may request that their proposed exempt land division be reviewed by the subdivision administrator and pre-approved using forms supplied by the planning and development services department. (Ord. 2009-007 § 1; Ord. 2000-056 § 1).

21.03.040 Certificate of exemption.

(1) A certificate of exempt land division shall be obtained from the planning and development services department for exempt land divisions under WCC 21.01.040(2)(b) and (k). A certificate of exempt land division shall consist of a suitably inscribed stamp on the instrument conveying land title and shall be certified prior to the recording of the instrument with the county auditor. County review and/or a county certificate of exemption stamp shall not be required for WCC 21.01.040(2)(a) and (c) through (j).

(2) A certificate of exempt land division shall be approved, approved with conditions, or denied as follows:

(a) Applications shall include information required by WCC 21.03.085.
(b) The exempt land division results in a lot(s) that qualifies as a valid land use pursuant to the
Whatcom County Code, including but not limited to lot area, lot width, building setbacks, critical areas
protection or shorelines protection.

(c) The exempt land division will not detrimentally affect access, access design, sight distance, grade,
road geometry or other public safety and welfare concerns.

(3) An exempt land division is not considered approved until said instrument has been duly stamped as
exempt and is filed for record concurrently with all applicable disclosures of WCC 21.03.045 within 12 months
of pre-approval. Failure to record within 12 months of pre-approval means the exempt land division
application is expired and must be resubmitted for review and approval. The time periods of this section do
not include the time during which the exempt land division was not actually pursued due to the pendency of
administrative appeals or legal actions or due to the need to obtain any other government permits and
approvals for the development that authorize the development to proceed, including all reasonably related
administrative or legal actions on any such permits or approvals. (Ord. 2009-007 § 1; Ord. 2004-031 § 1; Ord.
2002-017 § 1; Ord. 2000-056 § 1).

21.03.045 Required disclosures.
The following disclosures, if applicable, shall be recorded in the county auditor’s office and shall be filed
concurrently with all conveyances of property subject to this title:
(1) Right to farm, right to practice forestry, or mineral resource disclosures.
(2) Boundary discrepancies.
(3) Protective covenants, conditions and restrictions.
(4) Latecomers’ agreements.
(5) Significant pipeline in vicinity disclosure when the subject property is within 660 feet of a pipeline shown
on Map 12, Chapter 5 of the Whatcom County Comprehensive Plan. (Ord. 2009-007 § 1; Ord. 2004-031 § 1;
Ord. 2002-017 § 1).

21.03.050 Access on state highways.
For parcels that will access onto a state highway, the applicant shall provide evidence of an approved access
from the State Department of Transportation prior to approval of the exempt land division. (Ord. 2009-007
§ 1; Ord. 2000-056 § 1).

21.03.060 Boundary line adjustments and Agricultural Parcel Reconfigurations.
The purpose of this section is to provide procedures for the review and approval of adjustments or
alterations to boundary lines of existing lots of record which does not create any additional lot, tract, parcel,
site or division nor create any lot, tract, parcel, site or division which contains insufficient area and dimension
to meet minimum requirements for width and area for a building site.

(1) Procedures. Boundary line adjustments and agricultural parcel reconfigurations shall be approved,
approved with conditions, or denied as follows:
(a) Applications shall include information required by WCC 21.03.085.

(b) Any adjustment of boundary lines must be approved by the subdivision administrator prior to the transfer of property ownership between adjacent lots.

(c) The subdivision administrator shall make a preliminary decision on boundary line or agricultural parcel reconfiguration applications within 45 days following submittal of a complete application or revision, unless the applicant consents to an extension of such time period.

(d) A title insurance certificate updated not more than 60 days prior to application, which includes all parcels within the adjustment, must be submitted to the subdivision administrator with boundary line adjustment or agricultural parcel reconfiguration applications.

(e) All persons having an ownership interest within the boundary line adjustment or agricultural parcel reconfiguration shall sign the final recording document in the presence of a notary public.

(2) Decision Criteria. In reviewing a proposed boundary line adjustment or agricultural parcel reconfiguration, the subdivision administrator or hearing examiner shall use the following criteria for approval:

(a) The boundary line adjustment shall not result in the creation of an additional lot.

(b) With the exception of those boundary line adjustments or lots within agricultural parcel reconfigurations that recognize an existing farmstead home site located within the agricultural zone, the boundary line adjustment or agricultural parcel reconfiguration shall result in lots which contain sufficient area and dimensions to meet minimum requirements for width and area for a building site pursuant to this title.

(c) The boundary line adjustment or agricultural parcel reconfiguration shall be consistent with any restrictions, depictions or conditions regarding the overall area in a plat or short plat devoted to open space, environmental mitigation or conservation.

(d) The boundary line adjustment or agricultural parcel reconfiguration shall be consistent with any restrictions or conditions of approval for a recorded plat, short plat, zoning permit, or development permit.

(e) The boundary line adjustment or agricultural parcel reconfiguration shall not cause boundary lines to cross on-site sewage disposal systems or their reserve areas, prevent suitable area for on-site sewage disposal systems, or prevent adequate access to water supplies unless suitable mitigation including, but not limited to, the granting of utility easements is provided to the satisfaction of Whatcom County; provided, however, in the agricultural zone only those lots with existing on-site sewage disposal systems or potable water supplies are subject to this provision.

(f) The boundary line adjustment or agricultural parcel reconfiguration will not create a new access which is unsafe or detrimental to the existing road system because of sight distance, grade, road...
geometry or other safety concerns, as specified in adopted Whatcom County road development standards.

(a) The boundary line adjustment or agricultural parcel reconfiguration on lots without an existing
farmstead home site shall demonstrate adequate septic and potable water suitability. Applicants shall
demonstrate adequate potable water availability per WCC 24.11. Applicants shall demonstrate septic
suitability approval pursuant to WCC 24.05.

(3) Final Approval and Recording Required. To finalize an approved boundary line adjustment or agricultural
parcel reconfiguration, the applicant must submit to the subdivision administrator within one year of
preliminary approval final review documents meeting the requirements of approval.

(a) All persons having an ownership interest within the boundary line adjustment or agricultural parcel
reconfiguration shall sign the final recording document in the presence of a notary public.

(b) Certified legal descriptions of the lots after the boundary line adjustment or agricultural parcel
reconfiguration, together with conveyance document(s) and language clearly binding the property
which is conveyed to the remainder portion of the property, shall be prepared by a title company or
licensed surveyor for all lots affected by the boundary line adjustment or agricultural parcel
reconfigurations.

(c) A title insurance certificate updated not more than 60 days prior to recording of the adjustment,
which includes all parcels within the adjustment, submitted to the subdivision administrator with
boundary line adjustment or agricultural parcel reconfiguration final review documents.

(d) A final boundary line or agricultural parcel reconfiguration map, prepared by a licensed surveyor,
along with legal descriptions, shall be prepared and submitted for review and approval. Two map
copies shall be provided for review demonstrating compliance with the preliminary boundary line
adjustment or parcel reconfiguration approval.

(e) A boundary line adjustment or agricultural parcel reconfiguration is not considered approved until
the conveyance documents have been duly stamped as exempt and is filed for record concurrently
with all applicable disclosures of WCC 21.03.045 within 12 months of approval of final documents.
Failure to record within 12 months of approval means the boundary line adjustment or agricultural
parcel reconfiguration application is expired and must be resubmitted for review and approval. (Ord.
2009-030 § 1 (Exh. 1); Ord. 2009-007 § 1; Ord. 2000-056 § 1).

21.03.070 Inactive applications.

An applicant may place an exempt land division or boundary line adjustment, or agricultural parcel
reconfiguration application, which has not yet received preliminary approval, on hold for a cumulative
maximum of 180 days. This 180-day period shall not include the time the applicant is performing studies required
by the county when the study is provided within the time frame agreed to by the county and the applicant.
Applications which fail to meet these time limits will be considered expired and void. The time periods of this

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chapter do not include the time during which the exempt land division was not actually pursued due to the pendency of administrative appeals or legal actions or due to the need to obtain any other government permits and approvals for the development that authorize the development to proceed, including all reasonably related administrative or legal actions on any such permits or approvals. (Ord. 2009-007 § 1; Ord. 2000-056 § 1).

21.03.080 Requirements for a fully completed exempt land division application.

The following, and any other information on a form prescribed by the subdivision administrator, is required for a complete application for exempt land divisions under WCC 21.03.040(2)(b) and (k).

(1) Written Data and Fees.
   (a) Name, address and phone number of land owner, applicant, and contact person.
   (b) Intended uses.
   (c) A current title report or update of title report issued no more than 60 calendar days prior to application.
   (d) Assessor’s parcel number (of the parent parcel).
   (e) Fees as specified in the Unified Fee Schedule.
   (f) Signature of all owners as shown on title report, and authorization for any agent to act on behalf of owners.

(2) Map Data.
   (a) Name of land owner.
   (b) Name of proposed land division (if an original drawing is prepared).
   (c) General layout of proposed land division.
   (d) Common language description of the general location of the land division.
   (e) Approximate location and names of existing roads identified as either public or private.
   (f) Vicinity map.
   (g) Common engineering map scale/north arrow/sheet numbers (on each sheet containing a map).
   (h) Section, township, range, and municipal and county lines in the vicinity.
   (i) General boundaries of the site with general dimensions shown.
   (j) Legal description of the land. (Ord. 2009-007 § 1; Ord. 2000-056 § 1).

21.03.085 Requirements for a fully completed boundary line adjustment or agricultural parcel reconfiguration application.

The following, and any other information on a form prescribed by the subdivision administrator, is required for a complete application.

(1) Written Data and Fees.
   (a) Name, address and phone number of land owner, applicant, and contact person.
   (b) Intended uses.
   (c) A current title report or update of title report issued no more than 60 calendar days prior to application.

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(d) Assessor's parcel numbers of existing parcels.
(e) Fees as specified in the Unified Fee Schedule.
(f) Signature of all owners as shown on title report, and authorization for any agent to act on behalf of owners.

(2) Map Data.
   (a) Names of land owners.
   (b) Name of proposed boundary adjustment.
   (c) Common language description of the general location of the land division.
   (d) Map at a common engineering scale of boundaries of existing parcels that are contributing to or receiving land from the proposed adjustment.
   (e) Approximate location and labeling of any disputed or undetermined property lines proposing to be resolved by the adjustment.
   (f) Clear depiction of property lines proposed for adjustment which identifies existing property lines and proposed property lines.
   (g) Legal description and area of original parcels.
   (h) Legal description and area of proposed adjusted parcels.
   (i) Approximate location and names of existing roads identified as either public or private.
   (j) Approximate location of existing buildings and existing on-site septic systems.
   (k) Approximate locations of existing utilities and infrastructure.
   (l) Vicinity map.
   (m) Common engineering map scale/north arrow/sheet numbers (on each sheet containing a map).
   (n) Section, township, range, and municipal and county lines in the vicinity.
   (o) General boundaries of the site with general dimensions shown. (Ord. 2009-007 § 1).

21.03.090 Original drawing.

Repealed by Ord. 2009-007. (Ord. 2000-056 § 1).
CHAPTER 21.04 SHORT SUBDIVISIONS

Sections:
21.04.010 Purpose.
21.04.031 Pre-application meeting.
21.04.032 Short subdivision application submittal.
21.04.033 Determination of completeness and vesting.
21.04.034 Application procedures.
21.04.035 Final short subdivision review process.
21.04.038 Applications subject to time limits.
21.04.040 Restriction of further division.
21.04.050 Development requirements.
21.04.060 Roads.
21.04.070 Public dedications.
21.04.080 Easements.
21.04.090 Water supply.
21.04.100 Sewage disposal.
21.04.110 Fire protection.
21.04.120 Short subdivision vacation and alteration.
21.04.130 Land survey.
21.04.150 Requirements for a fully completed application for short subdivisions.
21.04.160 Final review and submittal.
21.04.170 Disclosures and notes.

21.04.010 Purpose.

The purpose of this chapter is to establish or reference the procedure and requirements for the application, review and approval of short subdivisions.


The provisions of WCC 20.40.253-.2542(1) provide for the segregation of a farmstead parcel with an existing residence(s) from a remainder parcel used for farming in the Agriculture Zone. The remainder parcel is restricted to agricultural use only. Because no further residential development can occur on the remainder parcel and an existing residential structure is already on the farmstead parcel, many of the standard short plat requirements are unnecessary. Therefore, a shortened review process has been established.

Agricultural short plats that qualify under WCC 20.40.253-.2542(1) shall be subject to the following:
(1) Agricultural short plats that recognize an existing farmstead homestead shall be processed pursuant to all the requirements of this chapter except that the short plat will not be reviewed for compliance with:

(a) WCC 21.04.060 (Roads);

(b) WCC 21.04.090 (Water supply), when the remainder parcel will not require potable water;

(c) WCC 21.04.100 (Sewage disposal);

(d) WCC 21.04.130 (Land survey);

(e) Chapter 16.16 WCC (Critical Areas); and

(f) Shoreline master program.

(2) Any subsequent development must comply with all applicable codes.

(3) Survey Requirements – Partial. A survey, prepared by a professional land survey in accordance with WCC 21.09.010 and 21.09.020, which provides the location of at least two corners of the farmstead parcel shall be submitted. A survey is not required for the remainder parcel that cannot have further residential development.
CHAPTER 20.97 DEFINITIONS

Zoning Definitions

20.97.132 Farmstead parcel.

The “farmstead parcel” includes the legally subdivided portion of the property parent parcel containing an existing or planned primary and secondary agricultural structures and the farmstead home site. (Ord. 2005-077 § 1, 2005; Ord. 2001-020 § 1 (Exh. 1 § 3), 2001).

20.97.133 Farmstead home site.

The “farmstead home site” includes that portion of the farmstead parent parcel used for existing or planned residential buildings, uses accessory to residential buildings, drainfields, wells, wellhead protection area(s), established landscaped areas contiguous with the non-agricultural built area, and structures as allowed in WCC 20.40.253(a) through (d). (Ord. 2005-073 § 1, 2005).
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

Originator: Josh Fleischmann

Division Head: Mark Personius

Dept. Head: J.E. "Sam" Ryan

Prosecutor: Karen Frakes

Purchasing/Budget:

Executive: Jack Laws

Date

05/28/13

05/28/13

5/28/13

Agenda Date

5/21/2013

6/04/2013

6/04/2013

6/18/2013

Assigned to:

P&D Committee

SCOTW: Introduction

SCOTW: Introduction


TITLE OF DOCUMENT: Zoning amendment to allow Packinghouses in the Agriculture Zoning District

ATTACHMENTS:

1) Proposed Ordinance
2) Memo to Council
3) Exhibit A – Proposed Code Amendments
4) Exhibit B – Comprehensive Plan Policy 2HH-3 regarding designation of new LAMIRDS
5) Exhibit C – Health Department Comment
6) Exhibit D – PowerPoint presentation from May 21st Planning and Development Committee

SEPA review required? (X) Yes ( ) NO

SEPA review completed? (X) Yes ( ) NO

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

Requested Date:

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

To allow packinghouses of up to 10,000 square feet as an accessory use, or greater than 10,000 but less than 30,000 square feet as a conditional use. Review criteria include limits on livestock source, adequate services by necessary facilities, an approved and implemented waste management plan, appropriate vehicular approaches, limits on, noxious emissions, and requires avoidance of prime soils to the extent feasible, among other criteria.

COMMITTEE ACTION:

5/21/2013: Exhibit A amended and recommended for Introduction at the next meeting (Joshua Fleischmann to provide an amended ordinance).
6/04/2013: Held in SCOTW

COUNCIL ACTION:

6/04/2013: Will be introduced at a later date.

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
ORDINANCE NO. _________

ZONING AMENDMENT TO ALLOW AGRICULTURAL SLAUGHTERING
FACILITIES IN THE AGRICULTURE ZONING DISTRICT

WHEREAS, an application has been submitted to amend the Agriculture (AG) zoning district to allow the small scale slaughter of local livestock; and

WHEREAS, the proposed amendment has been reviewed under the State Environmental Policy Act (SEPA); and

WHEREAS, In accordance with RCW 36.70A.106 Whatcom County Planning and Development Services notified the Department of Commerce of the proposed zoning text amendment; and

WHEREAS, notice of the Whatcom County Planning Commission hearing on the proposed amendment was published in the Bellingham Herald; and

WHEREAS, the Whatcom County Planning Commission held a public hearing on the proposed amendment and considered all testimony; and

WHEREAS, the Whatcom County Planning Commission held 3 work sessions on the proposed amendment; and

WHEREAS, the Whatcom County Planning Commission forwarded its findings and reasons for action to the County Council; and

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

WHEREAS, the Whatcom County Council held 3 public hearing on the proposed amendment and considered all testimony; and

WHEREAS, the Whatcom County Council held 7 work sessions in the Planning and Development Committee; and

WHEREAS, The Whatcom County Council held 1 work session in the Special Committee of the Whole; and

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

FINDINGS
1. The proposal is to amend the Agriculture (AG) District portion of the Zoning Code (WCC 20.40), to allow for packinghouses.

2. The proposal has been posted to the County website.
3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on June 5, 2012.

4. Notice of the Planning Commission work session for the subject amendment was posted on the County’s website in May 2012.

5. In order to approve the zoning amendment, the County must find that it is consistent with the Growth Management Act. Additionally, the County must find that the zoning amendment is consistent with and implements the Whatcom County Comprehensive Plan.

6. The Growth Management Act includes a planning goal to “Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state’s natural resources, public services, and public facilities” (RCW 36.70A.020(5)).

This proposed zoning amendment would allow for new packinghouses within the agriculture zoning district. Presently, new packinghouses are prohibited within the agriculture zoning district. Staff recognizes the benefit to the agricultural industry this amendment would provide by allowing greater opportunities for farmers to get their product to the end user. The Growth Management Act allows for jurisdictions to implement innovative zoning techniques, which should be designed to conserve agricultural lands and encourage the agricultural economy. This proposed amendment would support planning goal RCW 36.70A.020(5) Economic Development.

7. The Growth Management Act also includes a planning goal to “Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses” (RCW 36.70A.020(8)).

This proposed zoning amendment would allow for new packinghouses within the agriculture zoning district. Staff recognizes the benefit to the agricultural industry this amendment would provide by allowing greater opportunities for farmers to get their product to the end user. This proposed amendment would support planning goal RCW 36.70A.020(8) Natural Resource Industries.

8. Consistent with RCW 36.70A.177, this amendment will allow packinghouses within the agricultural zone that will support the agricultural community by
allowing production of value-added agricultural products and will not interfere with the overall agricultural use and character of the County’s designated agricultural lands of long-term commercial significance.

9. Policy 8B-1: Promote the expansion and stability of local and regional agricultural economies

This proposed zoning amendment would allow for new packinghouses within the agriculture zoning district. Presently, Keizer Meats of Lynden, which operates the only USDA approved facility north of King County Seattle that is open to the general public, has received conditional approval to operate a facility at the location of their approved meat cutting and packing facility on Bob Hall Rd. Approval of this proposed amendment would allow other citizens within the agriculture zoning district to provide slaughtering services to Whatcom County farmers and allow greater opportunities for farmers to generate value-added products and get their product to the end user.

10. Policy 8B-2: Assist Whatcom County’s agricultural industry in the pursuit of its long-term economic potential. This should include the development of strategies and policies necessary to reach this potential, in terms of both production and diversity.

This proposed zoning amendment would allow for new uses not presently allowed in the agriculture zoning district. Allowing this use may increase production and diversity of livestock by providing greater opportunities for livestock owners to get their product to the end user.

11. Policy 8B-4: Support methods and strategies to market Whatcom County agriculture in ways which ensure that agricultural activities (such as dairying) and entities (such as processors) will remain here in the long term.

Allowing new packinghouses within the agriculture zoning district would provide for additional marketing of Whatcom County livestock, as there is presently only one permitted USDA approved facility within any Whatcom County jurisdiction that is open to the public.

12. County-Wide Planning Policy I-5: The county and the cities should include an economic development element in their Comprehensive Plans. Economic development elements should be consistent with the CEDS. Economic development shall be coordinated with environmental concerns to protect the quality of life. Planning efforts should address economic sustainability. As part of the comprehensive planning process and through implementation of the comprehensive plan, the County shall develop and adopt goals, policies and regulations that protect resource land industries and support and encourage resource-based industries.
Approval of this proposed amendment would allow citizens within the agriculture zoning district to provide slaughtering services to Whatcom County farmers and allow greater opportunities for farmers to get their product to the end user. By approving the proposed amendment, comprehensive plan goals and policies and their related development regulations that support and encourage resource-based industries would be implemented.

13. County-Wide Planning Policy I-9: The County and the cities recognize the need for the protection and utilization of natural resources and resource lands including agricultural, mineral, forestry and fishing. As part of a broad based economy, productive timber, agriculture and fisheries industries should be supported in a sustainable manner.

Approval of this proposed amendment would allow citizens within the agriculture zoning district to provide slaughtering services to Whatcom County farmers and allow greater opportunities for farmers to get their product to the end user. Approval of this proposal would allow for an increase to the economic base for agricultural products related to livestock.

14. Packinghouses within the Agriculture zone allow for a local, sustainable, humanely raised food supply for the citizens of Whatcom County.

15. Limiting holding pens to that necessary to accommodate animals intended for immediate processing would prevent packinghouse holding pens from becoming feedlots, while allowing each facility the flexibility to adjust their business accordingly.

16. The proposed amendment has not changed substantially from the initial staff proposal that was reviewed through the State Environmental Policy Act (SEPA). The previously issued SEPA Threshold Determination of Determination of Nonsignificance (DNS) is still applicable.

17. The Rural Industrial Manufacturing (RIM) zone is the only zone presently in Whatcom County that provides a permitting pathway to allow for slaughtering facilities packinghouses and slaughterhouses. Applicability of land within the RIM zone to a new agricultural slaughtering facility is limited to the I-5 Rural Business RIM zone.

18. According to the 2007 USDA Census of Agriculture, Whatcom County has 95,500 cattle and calves.

19. Keizer Meats, the only USDA approved slaughtering facility in Whatcom County, is limited to slaughtering 2,000 animals per year through their Conditional Use Permit.
20. The percentage of livestock operations selling product directly to consumers or retailers is much smaller than that of other agricultural products.

21. Limited slaughter and processing capacity is often cited as a key barrier to marketing of meat and poultry locally.

22. The number of slaughter plants has decreased in recent years.

23. 87 percent of federally inspected facilities combine to process just over 1 percent of cattle slaughtered per year.

24. Lack of nearby slaughter facilities can create logistical impediments to animal slaughter, particularly in being able to transport animals/meat to and from the slaughter plant in a financially practical way.

25. Given the mismatch between smaller producers and larger plants, many individual producers marketing their meat via niche marketing arrangements must rely on smaller facilities, wherever they are located. Small producers may prefer to use a smaller slaughter and processing facility because a smaller plant is likely to be more flexible in satisfying the producer’s individual processing requests.

26. Sales of food sold via direct-to-consumer marketing have more than doubled over the last decade (USDA/NASS, 2007 Census of Agriculture). However, direct-to-consumer and intermediated sales of livestock products have not grown as rapidly as other food categories, despite apparent demand. Local producers continue to perceive a lack of local slaughter capacity as a hindrance in trying to meet growing demand.

27. Currently, the vast majority of livestock and poultry slaughter in the United States is done in a relatively small number of very large facilities.

28. New methods for animal slaughter and processing geared toward local markets, for example, mobile slaughter units (MSUs), can help meet some of the need for increased slaughter capacity in localized areas and enable the growth of small livestock producers marketing products to consumers in their region or community.

29. As part of the review process for the proposed amendments, Planning and Development Services has read numerous background documents including, but not limited to: USDA Layout Guide for Small Meat Plants; University of Wisconsin Cooperative Extension, Pollution Prevention for Small Slaughterhouse and Meat Packing Operations handout; USDA Slaughter and Processing Options and Issues for Locally Sourced Meat; Siskiyou Slaughter Facility Preliminary Feasibility Study & Action Plan; EPA Technical Development Document for the Final Effluent Limitations Guidelines and Standards for the Meat and Poultry Products Point Source Category (40 CFR
CONCLUSIONS

1. The proposed amendments are consistent with the Whatcom County Comprehensive Plan.

2. The subject amendment serves the public interest by supporting the local agricultural industry.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Zoning Code is hereby amended as shown in Exhibit A.

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

ADOPTED this ___ day of __________, 20__

ATTEST:

Dana Brown-Davis, Clerk of the Council

Kathy Kershner, Council Chair

APPROVED AS TO FORM:

______________________________

Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved    ( ) Denied

Date Signed: ____________________
Memorandum

TO: Whatcom County Council
FROM: Joshua Fleischmann, Planner
THROUGH: Mark Personius, Long Range Planning Manager
DATE: May 28, 2013
SUBJECT: Packinghouses Zoning Text Amendment, RE: PLN2012-00008

Revised Exhibit A

At the May 21st Planning and Development Committee meeting, Exhibit A, as provided for that meeting, was revised with the following changes:

- Criteria that 75% of the animals processed by packinghouses originate from Whatcom or Skagit County. The previous version required that 50% come from Whatcom County.
- Criteria requiring an approved state waste discharge permit, industrial stormwater permit, and/or an NPDES permit, if required by the Washington State Department of Ecology. This language was added to the requirement that the facility provide and implement a waste management plan, approved by the Whatcom County Health Department.
- An upper limit on the size of packinghouse facilities was set at 30,000 square feet, through the Conditional Use process.
- The minimum separation between packinghouses and adjacent property lines shall be 150 feet.

Exhibit A, including revisions, is provided with this memo. Criteria from Exhibit B, as provided at the May 21st Planning and Development Committee meeting, which were not incorporated into Exhibit A include:

- Limitation on size of holding pens to that necessary to accommodate animals intended for immediate processing.
- Criteria that considers presence and proximity to similar existing uses and cumulative impacts within the Agriculture zone.
- Criteria that clearly indicates the solid waste handling standards, as administered by the Whatcom County Health Department.
- Allowing Packinghouses as an administrative approval use in the AG zone.
**Questions from Committee**

At the May 21st Planning and Development Committee meeting, committee members asked staff to provide answers to multiple questions that had come up through discussions with constituents. These concerns/questions include impacts to Drayton Harbor, aquifer recharge, creation of new LAMIRDS, how to determine/enforce “local” requirement

- Drayton Harbor includes roughly 6,320 acres of designated Agricultural Lands. This is roughly 7% of the entire County’s designated Agricultural land. It should be noted that the only area within Whatcom County where a slaughtering facility could presently locate (RIM zone) is also within the Drayton Harbor watershed.
- Protection of critical aquifer recharge areas would be accomplished through the Critical Areas Ordinance.
- Designation criteria for new Type III LAMIRDs (isolated new small-scale businesses) are described in Policy 2HH-3 of the Whatcom County Comprehensive Plan. This Policy is included as Exhibit B
- The simplest way to determine whether an animal came from Whatcom or Skagit County would be to use the information provided to the USDA as part of their record keeping. While not perfect (as dairy cows may live in Eastern Washington for their first year before coming to Whatcom County for milk production), it would be the most efficient way to track this information. Reporting this information could be a condition on the building permit, though enforcement of this criterion would be difficult for accessory uses, whereas a conditional use or administrative approval use permit could be revoked.
- At the moment, information on slaughtering facilities in Skagit County has not been obtained.

**Other Considerations**

- The criteria for public notice to neighboring properties within 1,000 feet of a proposed packinghouse through the accessory use process may prove troubling. With no legal authority, or requirement, to consider public comments through the accessory use process, some neighbors may be frustrated that, after receiving notice of a proposed facility, their input is not considered during review. Essentially, this notice let’s neighbors know that a packinghouse is being built on the property a little earlier than they would find out by seeing construction equipment on site, but does not enable the zoning administrator to incorporate neighbor’s concerns into the design or approval process.
- The proposed language within WCC 20.80.255(4) requires the minimum separation between packinghouses and adjacent property lines be 150ft. It was my understanding the impetus for this requirement was a situation where the agricultural zone abuts another zone, such as a city. It may be worth considering that the separation be between packinghouses and non-agricultural zones. If the proposed language is kept, references to new packinghouses in WCC 20.80.255(2) should be removed, as the requirement would be duplicative.
EXHIBIT A

Chapter 20.40 AGRICULTURE (AG) DISTRICT
20.40.100 Accessory Uses

114 Packinghouses, which shall be located, designed, and operated so as to not interfere with the overall agricultural character of the area, provided the following criteria are met:

(1) The total allowable building area is no larger than 10,000 square feet.
(2) The facility processes at least 50 75 percent agricultural goods produced in Whatcom or Skagit County and that originate from uses permitted in WCC 20.40.051.
(3) For purposes of public notice, the applicant shall submit stamped envelopes with typed addresses for each property owner within 1,000 feet of the external boundaries of the subject property as shown by the records of the county assessor.
(4) The facility will be serviced adequately by necessary facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and wastewater treatment.
(5) The facility shall provide and implement a waste management plan, approved by the Whatcom County Health Department and an approved state waste discharge permit from the Washington State Department of Ecology that complies with WAC 173-216, WAC.173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.
(6) The facility will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.
(7) The building shall avoid prime agricultural soils to the extent feasible. Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the buildings:
   a. Are sized to be as small as feasible; and
   b. Located to maximize the agricultural use of the remaining area; and
   c. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.
(8) The packinghouse, as identified in WCC 20.97.282.1, shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public
nuisance, or threaten health or safety, or to unreasonably infringe upon the use of adjacent property.

20.40.150 Conditional Uses

Packinghouses, which shall be located, designed, and operated so as not to interfere with the overall agricultural character of the area, provided the following criteria are met:

1. The total allowable building area is larger than 10,000 square feet and no larger than 30,000 square feet.
2. The facility processes at least 50-75 percent agricultural goods produced in Whatcom or Skagit County and that originate from permitted uses in WCC 20.40.051.
3. The facility will be serviced adequately by necessary facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and wastewater treatment.
4. The facility shall provide and implement a waste management plan, approved by the Whatcom County Health Department and an approved state waste discharge permit from the Washington State Department of Ecology that complies with WAC 173-216, WAC 173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.
5. The facility will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.
6. The building shall avoid prime agricultural soils to the extent feasible. Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the buildings:
   a. Are sized to be as small as feasible; and
   b. Located to maximize the agricultural use of the remaining area; and
   c. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.
7. The packinghouse, as identified in WCC 20.97.282.1, shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use of adjacent property.

Chapter 20.69 Rural Industrial Manufacturing (RIM)

20.69.130 Administrative approval uses
20.69.131 Slaughterhouses. Agricultural slaughtering facilities, if done in compliance with WAC Title 16 (Department of Agriculture) and RCW Title 16 (Animals and Livestock).

Chapter 20.80 Supplementary Requirements

20.80.200 Setback requirements

20.80.255 Agriculture District.

(1) The 50-foot front yard setback requirement for new buildings or additions may be waived if the zoning administrator finds the new building or addition is located along the same building line(s) of existing structures and will result in no additional encroachment, the public interest, safety and health are protected; provided, that for a new building the applicant shall also demonstrate that the proposed location is necessary for the economic viability and the continued operation of the agricultural use.

(2) The minimum separation between new residences not located on the same property and farm uses such as barns, pens, milking sheds, packinghouses, 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, packinghouses, or areas used to contain, house or feed animals or store manure or feed, shall be situated at least 150 feet from existing residences not located on the same property. Expansion of existing facilities within the 150-foot buffer, providing such expansion is not closer to a neighbor’s residence, and pastures are excluded from this section’s requirements.

(3) The minimum separation between packinghouses and schools shall be 500 feet.

(4) The minimum separation between packinghouses and adjacent property lines shall be 150 feet.

20.97.282.1 Packinghouse

"Packinghouse" means a plant that both slaughters animals and subsequently processes carcasses into cured, smoked, canned or other prepared meat products. Rendering and importation of animal by-products is strictly prohibited in packinghouses. Packinghouses shall not slaughter poultry. Packinghouses exclude temporary, mobile or other on-farm, owner-raised poultry slaughtering operations regulated under WAC 16-170 and/or RCW 69.07 that do not require USDA inspection. Agricultural producers who raise poultry may slaughter up to one thousand (1,000) poultry raised on their own farm annually subject to the special poultry permit requirements of WAC 16-170. Agricultural producers who process between one thousand (1,000) and twenty thousand (20,000) poultry a year on their farm are subject to the food processor license requirements of RCW 69.07.

20.97.310 Poultry
“Poultry” means products derived from the slaughter and processing of broilers, other young chickens, mature chickens, hens, turkeys, capons, geese, ducks, small game fowl such as quail or pheasants, and small game such as rabbits.

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

20.97.343.1 Rendering Plant
“Rendering plant” means a plant that processes animal by-product materials for the production of tallow, grease, and high-protein meat and bone meal.

20.97.423.1 Slaughterhouse
“Slaughterhouse” means a facility that slaughters animals and has as its main product fresh meat as whole, half or quarter carcasses or small meat cuts.

20.97.424 Slaughtering
“Slaughtering” means the killing and processing of animals for human consumption.
EXHIBIT B

Policy 2HH-3: Rural Business (Type III LAMIRD) designation criteria

A. Location Criteria. Rural Business may be designated on land that:
   1. Is not currently designated by the Comprehensive Plan as Urban Growth Areas (UGAs) or Resource Lands, and
   2. Consists of a lot or small group of lots that either:
      a. Contain nonresidential uses and is located within a commercial, manufacturing, or industrial zoning district at the time of original county-initiated designation, or
      b. Allow for new development of isolated cottage industries and isolated small scale businesses that are not principally designed to serve the existing and projected rural population and nonresidential uses, but do provide job opportunities for rural residents.

B. Additional Criteria
   1. A Rural Business designation on a lot or small group of lots containing nonresidential uses shall be separated from other LAMIRD designations, regardless of type, by no less than one-half mile by public road, except where the other LAMIRD is separated by a major physical feature such as a water body, freeway, major road, or other physical feature.
   2. In the event that the listed criteria result in the need to choose one proposed designation over another, preference is given to a proposed use that:
      a. Provides the greatest number of job opportunities for rural residents.
      b. Is located at a controlled public road intersection.
Thank you Josh. As we have discussed, and as I have presented to committee, the Health Department has no legal jurisdictional authority or context to approve or disapprove a ‘waste management plan’ as referenced in the proposed ordinance. The Health Department will not approve or disapprove any such ‘plan’ that may be submitted, and again recommends that this requirement be deleted from the draft ordinance (State Waste Discharge Permit applications already require information regarding solid waste management from operations(WAC 173-216-110(c)). As we also discussed, and presented in committee, the Health Department WILL diligently enforce the requirements of WAC 173-350, Solid Waste Handling Standards, as adopted by reference in WCC 24.06, Solid Waste Rules. The Health Department will also provide technical assistance to applicants and facility operators, and respond to complaints filed regarding activities at these facilities. Please feel free to call if there are any questions. Thank you.

Following your presence at the Planning and Development Committee meeting on April 9th, you and I collaborated on language regarding waste handling. The language that we developed was:

- The facility shall comply with solid waste handling standards as set forth in WAC 173-350, as administered by the Whatcom County Health Department as adopted by reference in WCC 24.06.

At the Planning and Development Committee meeting on May 21st, the language that the committee forwarded to the County Council for introduction was:

- The facility shall provide and implement a waste management plan, approved by the Whatcom County Health Department and an approved state waste discharge permit from the Washington State Department of Ecology that complies with WAC 173-216, WAC 173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.

The attached Exhibit A will be discussed at the County Council Special Committee of the Whole on the morning of June 4th. From there, the Exhibit A (including any changes made at committee) will be sent for introduction that evening. If you have any comments you would like to provide, please do. I will be providing the packet to Dana Brown-Davis on Tuesday, so if you would like to provide comment, that would allow the most time for the Council to consider it. If you cannot provide comment by Tuesday, I can still relay any comments you provide at the Special Committee of the Whole meeting.

Thank You,
Josh
Packinghouses Review

Planning and Development Committee
May 21, 2013

Custom vs USDA

• Custom (Washington State Department of Agriculture)
  – Not for re-sale
  – 2 in Whatcom County (Columbia Valley Meats and Lynden Meats)

• USDA
  – Re-sale allowed
  – Each animal inspected
  – 1 in Whatcom County (Keizer Meats)
Regional Demand
2007 USDA Census of Agriculture

- 1,088,846 cattle statewide
- 308,957 Western Washington
  - 202,893 North Puget Sound (King, Snohomish, Skagit, Whatcom, San Juan, Island)
  - 95,500 Whatcom County (~31% of W. Wash.)

Regional Supply

- 14 USDA facilities statewide
  - 7 Eastern Washington
  - 7 Western Washington
    - 5 service independent producers
      - 2 cooperatives
      - 3 Public
        » 1 Hala; limited excess capacity
        » Pork only
        » Keizer Meats; limited excess capacity
    - 4 located in N. Puget Sound (King, Snohomish, Skagit, Whatcom, San Juan, Island)
      - 1 not open to independent producers
      - 1 cooperative
      - 1 Halal; limited excess capacity
      - Keizer Meats; limited excess capacity
Whatcom County Demand/Supply

- Demand:
  - 95,500 cattle/calves, 304 hogs/pigs, 547 lamb/sheep, 1209 goats, 430 misc. (2007, USDA)
  - ~115-120k cattle by other estimates
  - ~25-30k slaughtered/year

- Supply:
  - USDA Certified: Keizer Meats (permitted for 2,000 animals/year, though capacity limits to less)
  - Custom: Lynden Meats, Columbia Valley Meats (2012 slaughtered 889 cattle/calves, 325 hogs/pigs, 117 lambs)

- Roughly 90% of animals leave the county for slaughter

---

Figure 6
Counties with no small cattle slaughter facilities and 143 or more small cattle farms¹

143 is the median number of U.S. cattle farms per U.S. county. Small slaughter establishments are defined as having less than 500 employees. Small livestock/poultry farms are defined as having $250,000 or less in annual income from livestock sales.

Note: Alaska and Hawaii are not shown as they have no counties with 143 or more small cattle farms and no small cattle slaughter facilities.

Source: USDA, Food Safety and Inspection Service (FSIS), farm size is based on the 2007 Census of Agriculture, conducted by USDA, National Agricultural Statistics Service. Slaughter establishment data are for 2010 from USDA/FSIS.
Cumulative Impacts

- According to one operator of a USDA approved facility in W. Washington, very real possibility of multiple facilities locating here

Accessory Use and Administrative Use

- No difference regarding water availability, waste, wastewater, fire flow, landscaping, parking, etc.
- Administrative approval allows comprehensive site review earlier in the process (ex: location of generators/holding pens)
- Administrative approval criteria in county code WCC 20.84.235 and 20.84.220
Administrative Approval approvals

- Since the year 2000, 393 administrative approval applications have been approved, while only 12 have been denied (97% approval decisions)
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>CLEARANCES</th>
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<th>Date Received in Council Office</th>
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**TITLE OF DOCUMENT:**
Discussion regarding tubing on the South Fork of the Nooksack River

**ATTACHMENTS:**

**SEPA review required?**

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**SEPA review completed?**

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**Should Clerk schedule a hearing?**

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**Requested Date:**

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

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
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<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 10:40 a.m. in the Whatcom County Courthouse Fifth Floor Conference Room #513, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Sam Crawford, Kathy Kershner, Bill Knutzen, Ken Mann, Pete Kremen and Carl Weimer

Absent: None

SURFACE WATER WORK SESSION (AB2013-024)

1. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PHASE II PERMIT

Cathy Craver, Planning or Public Works Department, submitted and read from a presentation (on file, exhibit A).

Brenner asked if the permit program areas will come before the Council. Craver stated some will come to the Council. These are sections in the permit. Some things are ongoing administratively. Other things will come forward to the Council. She referenced and continued the presentation on the stormwater management program (SWMP) (on file, Exhibit B and in the packet).

Knutzen asked if the County is receiving financial assistance as a permittee. Craver stated the County received grant money from the Department of Ecology. The County is not now a new permittee, but it has an expanded area of coverage, which is Birch Bay. There are funding options to help build programs.

Christina Maginnis, Department of Ecology, stated the State legislature approves capacity money every year. Phase I or phase II jurisdictions have been given $50,000 or $75,000 as part of the State budget for operating money to implement these permits at the jurisdiction level. The legislature also awards competitive stormwater awards for construction projects that are stormwater retrofits for flow control and treatment or for low-impact development construction projects in the phase I and phase II jurisdictions.

Knutzen asked if Whatcom County can lobby the Puget Sound Partnership for additional funding for its low impact ordinance. Maginnis stated she’s not aware of any money that’s come from the Puget Sound Partnership. There is federal money through the National Estuary Program that DOE and the Partnership have managed jointly for local
Jurisdictions. The County received a recent award from the National Estuary Program for stormwater pre-design in Birch Bay.

Kershner asked for background summary of the national pollutant discharge elimination system (NPDES) program in general and why the County is doing this. Craver stated the Environmental Protection Agency (EPA) created the NPDES to deal with stormwater runoff from urbanized areas. The County is a phase II county. Phase I is for municipalities over 100,000 people. In 2007, the County has had to adhere to this State permit. She displayed and described a map of the phase II areas in Whatcom County. Whatcom County must manage the stormwater sewer systems of those areas, including education and outreach components and development. Whatcom County is a small municipal stormwater storm sewer system (MS4) and responsible for any conveyance system, such as catch-basins and ditches. The permit states the County must comply with the program areas in specific ways. The County must report back that it is adhering to the requirements of the permit. The County’s first permit is ending and the County is starting a new permit in August, when permit requirement changes will apply. It’s a State permit. She continued the presentation on the 2012 compliance highlights. One new requirement for new development after December 31, 2016 is that the development, including single family homes, will have to have a maintenance plan in place and demonstrate annual inspections on all best management practices (BMPs) and stormwater facilities for treatment or flow control, to make sure they’re functioning properly. That is for the NPDES area, not countywide.

Brenner asked if someone will have to inspect someone’s residential stormwater facility. Craver stated this information is just about the new requirements. They haven’t yet determined how the County departments will implement those requirements. They have three years to develop a plan. Departments will have to come up with a plan for funding and resources, how the plan will operate, what will be required, and how the reporting actually happens. This is a State permit requirement.

Kershner asked who makes those requirements. Craver stated the Department of Ecology makes those requirements.

Weimer asked if this applies to development that occurs after 2016 only, and if a stormwater facility developed in 2015 wouldn’t need the annual inspection. Craver stated it wouldn’t need the annual inspections, but the County would have provisions for education and outreach to ensure those were maintained properly.

Kremen asked what administrative code or law enables the State to make those requirements. Maginnis stated it is a condition of the statewide permit that is adopted into the County’s local code. The State is following the federal requirements of the Clean Water Act. The State’s interpretation under the phase I and phase II permits is about these local conditions.

Craver stated it is in Revised Code of Washington (RCW) 90.48.

Kremen asked if existing development is ignored. Craver stated it’s not ignored. The language in the permit requires the County to have provisions to address stormwater issues in the phase II areas, regardless. For example, staff would do outreach to homeowner’s associations and give them resources to manage their stormwater facilities.
Anytime there is an issue with a facility that is not functioning properly and the County is notified, the County is required to address the issue. The County is not required to inspect everyone’s facilities prior to that date, but the County must make sure the MS4 is properly managed, which includes having education, outreach, and provisions to make sure homeowners are maintaining their homes properly. As of January 31, 2017, they will be required to do the annual inspection.

Crawford asked what is defined as a facility. Craver stated it is whatever is approved as the home’s stormwater management facility. There is some flexibility in how the departments will enforce this. For example, an inspection schedule can be moved to longer than one year if there is a reason to do so. They are able to consider variables and create policies with flexibility. It’s the County’s responsibility to report that with proper reasoning to Ecology.

Crawford stated the inspection regimen seems impossible after several years. He’s hazy about who does and pays for the inspections. Craver stated that has yet to be determined. These are the requirements. She must coordinate with the other departments to answer those questions and develop programs. It is up to the departments to decide what resource are needed.

Brenner asked what happens with any new single family developments that don’t need stormwater facilities because of their location. Craver stated it’s not that they don’t need the facilities. They would meet the requirements that are fairly easy. There has to be some sort of reporting mechanism.

Crawford asked the overarching purpose of all this. Craver stated the purpose is ultimately to have the stormwater and MS4 managed properly for water quality. The State will monitor whether the regulations and plans actually improve water quality.

Brenner stated she understands that some people may have to show how they’re dealing with stormwater runoff, but the requirements are overkill for development that has stormwater that is naturally absorbed on the property. It will be money spent on having someone do that, when there are other real big problems. Focus on the reasonable problems. Craver stated those are the types of things the departments will address when handling the inspection requirements. If someone is using some sort of adequate dispersion, the inspection report will probably be close to nothing. It may just be a statement that the vegetation is intact and working properly. They can’t decide what that is at this point. Leave that to the departments that will do inspections. The Planning Department and Engineering Division of the Public Works Department are the two departments that approve permits.

Brenner asked if onsite septic systems (OSS) are part of this. Craver stated it’s not specific unless a malfunctioning OSS causes some sort of problem with runoff or MS4.

Kremen stated he is the County representative on the Washington State Association of Counties (WSAC) Legislative Steering Committee, which made this a high priority issue. Even the most liberal of counties were unanimous in requesting the legislature to extend the timeline to meet these stringent, aggressive requirements. Unfortunately, they were unable to get the legislature to extend that timeline. All 39 counties in Washington state are seeking to have the timelines extended.
Craver continued the presentation on the expanded coverage area.

Kershner asked if there is a fee related to any reports made. Craver stated that if related to development, the Planning and Development Services Department will respond and investigate. If there is an egregious act worth pursuing, the department has a mechanism for fees.

Brenner asked if illicit discharge complaints are made to just the County, or if people are also complaining to the Department of Ecology. Craver stated reported calls so far are specifically for phase II areas. There is a mechanism for response that goes through the Department of Ecology, which will report to the appropriate jurisdiction. It's limited to phase II areas. She continued the presentation beginning with the Birch Bay Watershed and Aquatic Resources Management Advisory Committee and other boundary adjustments.

Kershner asked if the Cities have permits. Craver stated the Cities have their own permits. This is just about the unincorporated area.

Crawford asked if the County has some discretion in determining where these areas are. Craver stated they don't determine where the areas are. In certain areas, the County can take a closer look to see if the areas are contributing to the County's MS4 in a way that the County should continue them on a maintenance and inspection schedule.

Crawford asked if the Council decided a few years ago to include some parts of the Lake Whatcom watershed that weren't originally part of the NPDES. Craver stated that's correct. The provision for the illicit discharge detection and elimination (IDDE) ordinance applied to the entire watershed. The map shows the entire area that is following the permit. One component of the permit was the IDDE ordinance, which applies to the entire watershed. The area is not shown on the permit area map, but if an illicit discharge is detected and reported in that area, the County reports it to Ecology.

Crawford asked if the changes are the result of census data and population data. Craver stated the changes are due to criteria changes at the federal level. It wasn't all based on population. There are many criteria.

Mann stated the Cities of Bellingham and Ferndale have separate coordinated stormwater systems without a lot of outfall or discharge points. However, the County has a large network of stormwater systems. Inspection, maintenance, and monitoring could be labor intensive and expensive. He asked if decisions about implementation and paying for it will come to the Council. Craver stated the County currently has an inspection and maintenance schedule for the NPDES phase II areas. At a later date, the departments will have the responsibility for those programs and will talk to the Council about them.

Kershner stated many of the permit areas are in areas where they've shut down development through the Rural Element.

Weimer asked about areas like Columbia Valley which have a high population density but aren't included. Craver stated they weren't looked over by Ecology as an area to bring in due to other factors. Birch Bay discharges into an impaired water body.
Kremen stated the Association of Counties collectively weren’t necessarily against this program. All counties have significantly reduced to varying degrees their workforce. Whatcom County has reduced its workforce by 15 percent in the last three years. For the record, the counties aren’t against having these more stringent environmental regulations. They just want the legislature to be realistic about the counties having the ability to meet the stringent, aggressive requirements. He’s not saying these goals and objectives aren’t laudable. Most counties believe they are, but they also want the legislature to be realistic about what can and can’t be achieved in a certain timeframe.

Craver continued the presentation on the Lake Whatcom total maximum daily load (TMDL) and the regional stormwater monitoring program (RSMP).

Knutzen asked if the permit applies to any tribal lands. Craver stated it does not in Whatcom County. Other jurisdictions have some overlap.

Maginnis stated the tribes are federal entities. Therefore, the EPA would issue their phase I and phase II permits. Region 10 has not issued any NPDES permits for federal tribal land, but is working with the Tulalip Tribe.

Knutzen asked who does monitoring if the County opts into the RSMP. Craver stated the Department of Ecology will hire a consultant.

Kershner stated the DOE hands rules to the County, which are ridiculous, but offers a solution to do the work if the County pays them. It seems they should just do the monitoring and not take $52,000 from the County. Craver stated they are using that money to find out the effectiveness regionally throughout the Puget Sound. Staff will go through the process of comparing the cost of opting in with the cost of opting out and meeting requirements on their own.

Kershner stated they should have figured out what they want to achieve before implementing this permit, so they don’t have to do the pilot after they make requirements on all the counties.

Brenner stated it’s not much money, but it’s too open-ended and there could be ramifications that are out of their hands locally if the County opts in.

Craver concluded the presentation regarding schedule and actions.

Brenner stated Washington State University (WSU) Cooperative Extension’s master gardener final certification project and Western Washington University (WWU) student projects could include providing outreach to the public.

Crawford stated the Lake Whatcom south intake for the City of Bellingham diversion provides approximately 25 percent of the lake’s phosphorous. He asked why that amount of phosphorous is not reduced and whether the County has any jurisdiction over that. He’s concerned about what it says to the other property owners when they aren’t doing anything about this source. He asked for the City to make a presentation to the County Council or do something about one-quarter of the phosphorous going into the lake. No one is talking about it. A private citizen has videos of the phosphorous going into the lake at that area. Everyone should look at them.
Brueske stated he will look into getting a presentation from the City.

Crawford stated it’s estimated that it will cost $10,000 to $20,000 per lot to remove approximately one teaspoon of phosphorous per year per lot. They are aware they are dumping almost 2,000 pounds of phosphorous into the lake, but aren’t saying anything about it. He’s trying to understand why this isn’t being addressed.

2. UPDATE ON THE SWIFT CREEK SEDIMENT MANAGEMENT ACTION PLAN

Roland Middleton, Public Works Department, submitted and read from a handout (on file, exhibit C) and gave a staff report on what the County will do with the actual landslide if they address the liability issue regarding the Environmental Protection Agency (EPA) Toxic Substances Control Act (TCSA) and Washington State Model Toxics Control Act (MOTCA). He referenced the Swift Creek Sediment Management Action Plan (SCSMAP) and described the phase one and phase two projects.

The Council may adopt by resolution the SCSMP, phase one, and phase two projects on June 18, 2013, conditioned on a satisfactory resolution of the liability issue in the Consent Decree and available funding. They are not identifying any funding to take care of these multi-million dollar tasks. That funding will have to come from the State legislature and federal government. The County will be able to manage contractors and the design.

The final EIS is coming forward to the Council soon. It includes a health impact assessment. It is not an opinion statement. If the resolution of liability doesn’t happen, the plan won’t happen and they won’t build anything out there.

Knutzen asked which property the County already acquired. Middleton stated the County acquired the Parker property.

Knutzen asked if anything has been done with the other properties. Brueske stated the EPA approached Great Western about that land for those large basins. Their attorneys are in discussion now.

Brenner asked for information on the resolution of liability. She never thought the County had liability. Brueske stated the County’s position has been that this is a naturally-occurring problem. It’s not reasonable for the County to have any kind of liability or solely try to address this problem on a larger scale, without federal and state assistance as team members sharing liability. There is a lot of talk about a general framework for a consent decree, which is the regulatory mechanism by which they would be given coverage from MOTCA in exchange for the County’s part of the upcoming work. County Senior Deputy Civil Prosecutor Dan Gibson has been heavily involved with their attorney. The County administration has been clear that there needs to be some strong language about who else will be liable. The State and federal agencies have done a lot of this work. Not just the County has been dealing with this for many years. They are waiting now for EPA to give the County draft language on the consent decree. There would be an environmental trust set up, where the three parties would be trustees and jointly manage the operation and resolution of this system.
Middleton stated the Executive makes it clear that this plan will only move forward when the liability issue is resolved and when there is available funding.

Brueske stated phase two has the potential of having quite a bit of benefit to the problem without incurring any so-called liability from the federal government. If they can move the creek and reduce sediment transport capacity of the whole system, without touching the material again, it might provide a benefit even if liability is never figured out. It’s unlikely this will make the federal Superfund list. There has been preliminary talk of what the federal government may contribute in terms of money.

Mann asked how many comments they received on the draft EIS. Middleton stated they received a couple of dozen comments. Nothing was unexpected.

Mann asked if those comments were the source of the idea for rerouting the north fork. Middleton stated the idea was already discussed, and they kept coming back to the idea through the process of writing the EIS.

Kremen stated he and the Executive went to Washington D.C. with a short list of requests from the Congressional delegation. They both spoke to Senator Cantwell, Congressman Larson, and Senator Murray’s staff, as well as Congresswoman DelBene. The short list of requests included Swift Creek and stormwater in Lake Whatcom. Most of the slide is coming from State Department of Natural Resources (DNR) land, and these are federal regulations. Therefore, the County bears no liability. The County left itself vulnerable from past work to dredge and stockpile this contaminated material and let people take that material for use in construction projects, including the major bridge project at Nugent’s Corner. That’s where the County is most vulnerable for liability. For the past four or five years, the County requested that the federal government allocate significant resources to deal with the issue. He’s encouraged by the phase two project plan, which may help to address the problem. Middleton stated he approached this in the same way as the issues at Canyon Creek and Glacier Creek. They are similar situations with alluvial fans and sediment that comes down the creeks. The County has tried to help the citizens over the past 40 years to keep them from being buried by the sediment. This location happens to have naturally occurring asbestos, and it must be handled appropriately. It’s really just a sediment problem, which the County handles.

Brenner stated there is no consensus that this type of asbestos causes the same types of problems as industrial asbestos.

**ADJOURN**

The meeting adjourned at 12:00 p.m.

The Council approved these minutes on ________________, 2013.

ATTEST: WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON
Council Chair Kathy Kershner called the meeting to order at 1:00 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

**ROLL CALL**

Present: Barbara Brenner, Sam Crawford, Kathy Kershner, Ken Mann, Pete Kremen and Carl Weimer

Absent: Bill Knutzen

Attorneys also present: Karen Frakes

**COMMITTEE DISCUSSION**

1. DISCUSSION WITH SENIOR DEPUTY PROSECUTOR KAREN FRAKES REGARDING A DRAFT ORDINANCE AMENDING WHATCOM COUNTY CODE TITLE 20, THE OFFICIAL WHATCOM COUNTY ZONING MAPS, AND THE WHATCOM COUNTY COMPREHENSIVE PLAN AND MAPS TO IMPLEMENT CHANGES RELATED TO RURAL LAND USE PLANNING (AB2013-180)

Kershner stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.110(1)(i). Executive session will conclude no later than 1:30 p.m. If the meeting extends beyond the stated conclusion time, she will step out of the meeting to make a public announcement.

**Mann moved** to go into executive session until no later than 1:30 p.m. to discuss the agenda item pursuant to RCW citations as announced by the Council Chair.

The motion carried by the following vote:

**Ayes:** Brenner, Crawford, Kershner, Mann, Kremen and Weimer (6)

**Nays:** None (0)

**Absent:** Knutzen (1)

**OTHER BUSINESS**

**ADJOURN**

The meeting adjourned at 1:30 p.m.

The Council approved these minutes on ______________, 2013.
DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk
Kathy Kershner, Council Chair

Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 6:30 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present:  Barbara Brenner, Sam Crawford, Kathy Kershner, Bill Knutzen, Ken Mann, Pete Kremen and Carl Weimer

Absent:  None

Attorneys also present: None

COMMITTEE DISCUSSION

1. STRATEGY PLANNING DISCUSSION AND POSITIONS TO BE TAKEN REGARDING COLLECTIVE BARGAINING (AB2013-018)

Kershner stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.140(4)(a). Executive session will conclude no later than 7:00 p.m. If the meeting extends beyond the stated conclusion time, she will step out of the meeting to make a public announcement.

Mann moved to go into executive session until no later than 7:00 p.m. to discuss the agenda item, pursuant to RCW citations as announced by the Council Chair.

The motion carried by the following vote:

Ayes:  Brenner, Kershner, Knutzen, Mann, Kremen and Weimer (6)

Nays:  None (0)

Absent: Crawford (out of the room) (1)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 7:00 p.m.

The Council approved these minutes on ______________, 2013.

ATTEST:  WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON
WHATCOM COUNTY COUNCIL  
Special Committee Of The Whole

June 4, 2013

CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 9:15 a.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Sam Crawford, Kathy Kershner, Bill Knutzen, Ken Mann, Pete Kremen and Carl Weimer

Absent: None

Attorney Present: Karen Frakes

COMMITTEE DISCUSSION

1. DISCUSSION WITH SENIOR DEPUTY PROSECUTOR KAREN FRAKES REGARDING A DRAFT ORDINANCE AMENDING WHATCOM COUNTY CODE TITLE 20, THE OFFICIAL WHATCOM COUNTY ZONING MAPS, AND THE WHATCOM COUNTY COMPREHENSIVE PLAN AND MAPS TO IMPLEMENT CHANGES RELATED TO RURAL LAND USE PLANNING (AB2013-180)

Kershner stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.110(1)(i). Executive session will conclude no later than 9:30 a.m. If the meeting extends beyond the stated conclusion time, she will step out of the meeting to make a public announcement.

Kremen moved to go into executive session until no later than 9:30 a.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair.

The motion carried by the following vote:

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

Nays: None (0)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 9:30 a.m.

The Council approved these minutes on ______ 2013.

ATTEST:     WHATCOM COUNTY COUNCIL
            WHATCOM COUNTY, WASHINGTON
DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

Dana Brown-Davis, Council Clerk

Kathy Kershner, Council Chair

Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 6:30 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Sam Crawford, Kathy Kershner, Ken Mann, Pete Kremen and Carl Weimer
Absent: Bill Knutzen
Attorney Present: Liz Gallery

COMMITTEE DISCUSSION

1. DISCUSSION WITH SENIOR DEPUTY PROSECUTOR LIZ GALLERY REGARDING PENDING LITIGATION – MURPHY V. WHATCOM COUNTY SHERIFF’S OFFICE AND SHERIFF BILL ELFO (AB2013-018)

Kershner stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.110(1)(i). Executive session will conclude no later than 7:00 p.m. If the meeting extends beyond the stated conclusion time, she will step out of the meeting to make a public announcement.

Kremen moved to go into executive session until no later than 7:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair.

The motion carried by the following vote:
Ayes: Crawford, Brenner, Kershner, Mann, Kremen and Weimer (6)
Nays: None (0)
Absent: Knutzen (1)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 6:55 p.m.

The Council approved these minutes on ______ 2013.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Kathy Kershner, Council Chair
DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

Jill Nixon, Minutes Transcription
### WHATCOM COUNTY COUNCIL AGENDA BILL

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**TITLE OF DOCUMENT:**
Proposed Whatcom County Code Chapter 20.51, Lake Whatcom Watershed Overlay District; and related Comprehensive Plan Amendments

**ATTACHMENTS:** Memo to Council, Findings and Ordinance
Exhibit A – Updated 20.51 based on Council’s Natural Resource Committee recommendations, Exhibit B – Removal of Lake Whatcom from existing code sections, Exhibit C – Definitions, Exhibit D – Comprehensive Plan Language changes

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

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

**Requested Date:** 06-18-2013

**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.)

```
Introduction of an ordinance to amend Whatcom County Code, Title 20 – Zoning to adopt Chapter 20.51, Lake Whatcom Watershed Overlay District and corresponding definitions in 20.97; amend Title 20 – Zoning, to remove Lake Whatcom from Chapter 20.71, and applicable sections of 20.80.600; Amend the text of Whatcom County Comprehensive Plan, Land Use Chapter policies relating to water quality and stormwater management in the Lake Whatcom Watershed.
```

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
6/04/2013: Introduced

**Related County Contract #:**

**Related File Numbers:**
PLN2011-00015

**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

THROUGH: Mark Personius, Long Range Planning Manager

FROM: Peter Gill, Senior Planner

DATE: June 4, 2013

SUBJECT: Introduction of an ordinance to add a new chapter to the Zoning code, Lake Whatcom Watershed Overlay District; and amend the applicable references in the Whatcom County Comprehensive Plan


This chapter modifies the stormwater management rules for new development. These changes are needed in order to protect Lake Whatcom from water quality degradation that can result from an imbalance of nutrients and bacteria in the runoff that gets into the lake.

At the May 21, 2013 Natural Resource Committee meeting staff were asked to prepare an ordinance based on the code recommended by Planning Commission and updated by the Committee. This code is being introduced on June 4th.

In your packet you will find:

- **Ordinance** adopting the Lake Whatcom Watershed Overlay District and amending the Whatcom County Comprehensive Plan, Land Use chapter.

  
  - Exhibit B – Removal of Lake Whatcom from existing land use and stormwater regulations in WCC 20.71, WCC 20.80.635, and WCC 20.80.735

  - Exhibit C – New definitions (WCC 20.97)

  - Exhibit D – Comprehensive Plan Amendments to Policy 2DD – 2.C. This amendment is necessary to maintain consistency between the Comprehensive Plan and implementing development regulations.
AMENDING THE WHATCOM COUNTY ZONING CODE TITLE 20 – TO CREATE CHAPTER 20.51, LAKE WHATCOM WATERSHED OVERLAY DISTRICT and corresponding definitions in 20.97; amend Title 20 – Zoning, to remove Lake Whatcom from Chapter 20.71, and applicable sections of 20.80.600; AMENDING THE TEXT OF WHATCOM COUNTY COMPREHENSIVE PLAN, Land Use Chapter policies relating to water quality and stormwater management in the Lake Whatcom Watershed.

WHEREAS, Lake Whatcom is the drinking water source for approximately half the residents of Whatcom County; and

WHEREAS, the preservation and protection of drinking water is a high priority for Whatcom County; and

WHEREAS, Erosion, sedimentation, phosphorus and other pollutants associated with increased land clearing and development are of concern for a number of reasons including their impacts on water quality and beneficial uses, such as drinking water.

WHEREAS, Whatcom County recognizes the need to address phosphorus loading into Lake Whatcom through land use management; and

WHEREAS, in 1998, Whatcom County, the City of Bellingham, and the Lake Whatcom Water and Sewer District formalized their joint commitment to protect and manage the lake through the adoption of an interlocal agreement concerning the joint management of the lake creating the Lake Whatcom Management Program (LWMP); and

WHEREAS, Lake Whatcom Management Program, 2010 five year work plan included updating stormwater regulations to address phosphorus loading from new development in the Lake Whatcom watershed; and

WHEREAS, Whatcom County council adopted the 2010 five year work plan in Resolution 2010-031; and

WHEREAS, the Washington State Department of Ecology has listed Lake Whatcom as an impaired waterbody and placed Lake Whatcom on the Federal Clean Water Act 303(d) list fecal coliform and low dissolved oxygen level; and
WHEREAS, the Washington State Department of Ecology has released the draft Lake Whatcom TMDL calling for significant reductions in phosphorus runoff from current conditions; and

WHEREAS, Whatcom County has addressed land use and stormwater in the Lake Whatcom watershed through Whatcom County Code (WCC) 20.71 Water Resource Protection Overlay, WCC 20.80.635 Stormwater Special Districts, and WCC 20.80.735 Water Resource Special Management Areas; and

WHEREAS, Whatcom County is combining land use and stormwater regulations from WCC 20.71, 20.80.635, and 20.80.735, along with updated criteria, to develop Chapter 20.51 Lake Whatcom Watershed Overlay District; and

WHEREAS, in 2008, the Whatcom County Council adopted Resolution 2008-048 declaring its intention to create a stormwater utility pursuant to RCW 36.89, and requesting the Executive to investigate various geographic limitations and funding options; and

WHEREAS, the Whatcom County Planning Commission held public hearings on November 17, 2011, January 12, 2012, and March 8, 2012 on the proposed zoning text amendment. The written public comment period was additionally held open between November 17, 2011, January 12, 2012, and March 8, 2012; and

WHEREAS, Whatcom County staff conducted a presentation on the proposed regulations to the Building Industry Association of Whatcom County on December 8, 2011; and

WHEREAS, Whatcom County staff facilitated a technical review of the proposed regulations with attendance by local engineering firms, City of Bellingham staff, and Department of Ecology staff on December 19, 2011; and

WHEREAS, on January 9, 2012, the Whatcom County Planning Commission held a special work session with presentations on the Lake Whatcom Total Maximum Daily Load (TMDL) and the National Pollutant Discharge Elimination System (NPDES) Phase II Permit by staff from the Department of Ecology; and

WHEREAS, Between March 23, 2011 and October 26, 2011, Whatcom County staff held (5) coordination meetings with the Department of Ecology to update and refine proposed regulations based on Whatcom County’s letter of commitment dated March 10, 2011 to the Department of Ecology to expedite amending Title 20 to address criteria affecting development in the Lake Whatcom watershed.

WHEREAS, Whatcom County staff facilitated a technical review of the proposed regulations with attendance by local engineering firms on March 15, 2012; and

WHEREAS, Whatcom County Comprehensive Plan Goal 11G identifies protection of water resources and natural drainage systems by controlling the quantity and quality of stormwater runoff as an objective of Whatcom County; and


WHEREAS, in August of 2012 new state NPDES stormwater standards came into effect, and sections of proposed code needed to be modified to meet the stormwater design, protection, and maintenance standards of the 2012 Stormwater Management Manual for Western Washington; and

WHEREAS, In August of 2012, Whatcom County Ordinance 2012-023 added County development regulations by reference to the rural element section of the county comprehensive plan.

WHEREAS, the Washington Growth Management Act (GMA) requires county comprehensive plans to include a rural element that protects the county’s established rural character by containing or otherwise controlling rural development.

WHEREAS, GMA requires that the rural element of a county comprehensive plan provide measures governing rural development that protect the rural character by protecting critical areas, as provided in RCW 36.70A.060, and surface and ground water resources; and

WHEREAS, the Whatcom County Council finds the amendments to be in the best interest of the public health, safety and welfare; and

WHEREAS, the Council makes the following findings of fact to justify its actions as required by RCW 36.70.795;

1. The Lake Whatcom Watershed Overlay District amendments were docketed by Whatcom County Council on March 15, 2011.

2. Public Workshops were held on November 1, 2011 at the Whatcom County Council Chambers, and on November 2, 2011 at Bloedel-Donovan Park Facility.


5. Public comments, questions and concerns received were recorded in the public record and addressed in subsequent draft code as appropriate.


7. A determination of non-significance was issued under the State Environmental Policy Act (SEPA) on November 2, 2011.

8. An addendum to the May 1, 2009 determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on May 21, 2013.

9. GMA requires that the rural element of a county comprehensive plan provide measures governing rural development that protect the rural character by protecting critical areas, as provided in RCW 36.70A.060, and surface and ground water resources; and

10. Amendments to the Whatcom County Comprehensive Plan are proposed in response to the Washington State Growth Management Hearings Board’s January 4, 2013 Compliance Order (GMHB No. 11-2-0010c).

11. Whatcom County Comprehensive Plan policy 2DD – 2.C contains the required measures to protect critical areas and surface and groundwater resources. These measures reference Whatcom County code provisions on critical areas and water resources. The proposed amendments to Policy 2DD – 2.C reflect the new stormwater regulations within the Lake Whatcom Watershed by adding reference to WCC 20.51.

12. The new chapter protects water resources by requiring new development in the watershed to meet NPDES stormwater requirements and implement permanent best management practices that prevent and/or treat phosphorus to match the natural vegetated condition.

13. The Comprehensive Plan text amendments are being proposed pursuant to WCC 2.160.010.D.

14. The zoning text amendments are consistent with the processing requirements of WCC 20.90.050 and serve the public interest.

15. The amendments will not create an undue burden under section 1.11 of the County Charter.

16. The proposed amendments are consistent with the Comprehensive Plan, the Washington State Growth Management Act, and are in the public interest.
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The Whatcom County zoning code (WCC Title 20) is hereby amended as shown in Exhibit A, B, and C.

Section 2. The Whatcom County Comprehensive Plan is hereby amended as shown in Exhibit D.

Section 3. Adjudication of invalidity of any of the sections, clauses, or provisions of this Ordinance shall not affect or impair the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this ___ day of ___________________ 2013.

ATTEST: 

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________
Dana Brown-Davis, Council Clerk

______________________________
Kathy Kershner, Council Chair

APPROVED as to form:

______________________________
Civil Deputy Prosecutor

______________________________
Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed: ___________________
Chapter 20.51
LAKE WHATCOM WATERSHED OVERLAY DISTRICT

20.51.010 Purpose.
The Lake Whatcom Watershed Overlay District is intended to manage and treat stormwater runoff and establish more stringent standards on clearing activities and reduce the phosphorus loading into Lake Whatcom, in order to preserve and protect a unique and important water resource, Lake Whatcom. This district is designed to protect the long-term viability of Lake Whatcom as a drinking water source, and to comply with the requirements set forth by the Washington State Department of Ecology through the pending Lake Whatcom Total Maximum Daily Load (TMDL) by limiting the phosphorus loading into Lake Whatcom that results from land disturbing or conversion projects and work, and reduces phosphorus loading from existing sources.

20.51.030 Area and Applicability.
(1) The Lake Whatcom Watershed Overlay District is an overlay zone that covers the entire geographic area of the Lake Whatcom watershed within Whatcom County's jurisdiction, and applies to all land disturbing or conversion projects, work or activities within the overlay zone.

(2) In the event that the provisions of this chapter conflict with the provisions of the Shoreline Management Program (WCC Title 23), Chapter 16.16 WCC, Critical Areas, the Whatcom County Development Standards, the provisions of the underlying zoning district or other applicable county policies or regulations, then the most restrictive shall apply; provided, that the minimum set back provisions established in WCC 20.51.340 shall prevail. (Ord. 2009-009 Exh. A, 2009; Ord. 2005-085 § 1, 2005; Ord. 2004-007 § 1, 2004; Ord. 2003-049 § 1, 2003; Ord. 2003-032 Exh. A, 2003; Ord. 2002-075, 2002; Ord. 2002-034, 2002; Ord. 2001-021 § 1, 2001; Ord. 99-086, 1999).

20.51.040 Conformance.
The provisions of this chapter overlay other permit and approval requirements of the Whatcom County Code. All use and development shall conform to all relevant requirements and standards of:

(1) Whatcom County Code, Title 20, Zoning, except as modified by this chapter;
(2) The International Building and Fire Codes;
(3) Whatcom County Critical Area Ordinance 16.16;
(4) Flood Damage Prevention, Title 17;
(5) Subdivision, Title 21, except as modified by this chapter;
(6) Whatcom County Development Standards - Stormwater, Chapter 2, except as modified by this chapter;
EXHIBIT A-Whatcom County Code Proposed Chapter 20.51

(7) Whatcom County Development Standards, Stormwater Special Districts, Chapter 2-Section 221, except as modified by this chapter;

(8) Whatcom County Code, Title 23, Shoreline Management Program;

(9) Whatcom County Code, Title 24 Health Code; and

All other applicable official controls

20.51.050 Permitted Uses.

All permitted uses in the underlying zone districts are permitted except as expressly prohibited, made conditional, or further conditioned by this chapter.


20.51.060 Accessory uses.


20.51.070 Conditional Uses.

All conditional uses in the underlying zone districts shall remain conditional uses unless expressly prohibited, made conditional, or further conditioned by this chapter. In addition, the following uses shall only be conditionally permitted:

.071 On-site storage facilities for hazardous wastes associated with outright permitted uses or approved conditional uses, other than cottage industries as defined in WCC 20.51.095, subject to the most current siting criteria under Chapter 173-303 WAC within the Rural, Rural Forestry, Commercial Forestry, Neighborhood Commercial and Resort Commercial Zone Districts only.

.072 Retail or wholesale plant nurseries or greenhouses for storage, propagation and culture of plants, provided:

(1) Greenhouses shall not be larger than 1,000 square feet.

(2) Greenhouses and cultivated ground shall not be located within 250 feet of Lake Whatcom or streams subject to the Shoreline Management Program; 200 feet from fish-bearing streams; or 150 feet from other streams and their tributaries that flow into Lake Whatcom.

(3) A monitoring program has been established to ensure that chemical and pesticide quantities in stormwater runoff do not exceed state water quality standards. Complete control of drainage from the operation shall be in effect. Such runoff will be tested for
pollutants bimonthly by a licensed water quality testing agency. All requirements will be met at the owner’s expense.

(4) No person shall apply a commercial fertilizer, either liquid or granular, that is labeled as containing more than zero percent phosphorous or other compound containing phosphorous, such as phosphate; provided, that such fertilizers may be used for establishment of new vegetation in the first growing season.

.073 Type I solid waste handling facilities, except:

(1) Moderate risk waste facilities; and


20.51.080 Prohibited Uses.

In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited, except as per Chapter 20.83 WCC:

.081 Dry cleaning establishments.

.082 Gas stations, service stations, combustion engine repair garages and automotive wrecking yards.

.083 Sod farming.

.084 Aquaculture and mariculture projects.

.085 Operation of fur farms.

.086 Confinement feeding operations.

.087 Asphalt and concrete batch plants.

.088 Gravel bar scalping projects within the jurisdiction of the Shoreline Management Program.

.089 Utilization of sewage sludge on land.

.090 On-site treatment facilities for hazardous wastes.

.091 Type I solid waste handling facilities, except those specified in WCC 20.51.073.

.092 Type II, Type III, and Type IV solid waste handling facilities.

.093 Golf courses.
EXHIBIT A - Whatcom County Code Proposed Chapter 20.51

.094 Cemeteries.

.095 Cottage industries that would require on-site hazardous waste storage facilities.

.096 Surface mining outside of designated Mineral Resource Lands (MRL) Special Districts; provided, that surface mining, rock crushing, washing and sorting subject to the Forest Practices Act (Chapter 76.09 RCW) are permitted.

.097 Major passenger intermodal terminals.

.098 Freight railroad switching yards and terminals.

.099 Agriculture, including animal husbandry, horticulture, viticulture, floriculture, and the cultivation of crops.

.100 Animal hospitals and accessory kennels and stables.


20.51.300 Open space.

.301 Open space requirements shall be as follows:

(1) Open space areas shall be maintained in natural vegetation or landscaped per WCC 20.80.325.

(2) For properties within the jurisdiction of the Shoreline Management Program (WCC Title 23), submerged lands and/or tidelands within the boundaries of any waterfront parcel that are located waterward of the ordinary high water mark shall not be used in open space calculations.

20.51.310 Cluster subdivisions.

The purpose of cluster subdivision is to provide a method of creating building lots with spatially efficient sizes. Clustering is intended to consolidate development and associated infrastructure, reduce development costs, and increase infrastructure efficiency. Clustering is also intended to help preserve open space and the character of areas, reduce total impervious surface area, and minimize development effects on critical areas and associated buffers, as defined in Chapter 16.16 WCC, and resource lands. Preservation of open space is thereby intended to reduce potential stormwater runoff and associated impacts while assuring protection of viable, undeveloped, and naturally vegetated corridors for wildlife habitat, protection of watersheds, preservation of critical areas, preservation of aesthetic values including view corridors, and preservation of trail and/or recreation areas. (Ord. 2009-009 Exh. A, 2009; Ord. 2005-085 § 1, 2005; Ord. 2005-048 Exh. A, 2005; Ord. 2004-
EXHIBIT A-Whatcom County Code Proposed Chapter 20.51

20.51.320 Cluster design standards.
The creation of new building lots within the Lake Whatcom Watershed Overlay District shall be subject to the following design standards:

(1) Cluster subdivisions shall be required for all land divisions resulting in lots less than five acres in size, with the exception of boundary line adjustments.

(2) A cluster subdivision shall include a permanent open space reserve area meeting the criteria established in WCC 20.51.330.

(3) The minimum cluster lot size requirements of the underlying zone district shall apply.

(4) The maximum number of building lots in a lot cluster shall be 10.

(5) Clusters containing two or more lots of less than one acre within a proposed development shall be separated by at least 80 feet.

(6) Clustered building lots may only be created through the subdivision, short subdivision or binding site plan process pursuant to WCC Title 21.

(7) Building lots shall be designed and located to be compatible with, and avoid disturbance of, critical areas or known archaeological sites, as well as physical constraints of the site.

(8) Building lots shall be arranged in a cluster/concentrated pattern.

(9) A cluster subdivision shall have no more than two common encroachments on existing county roads unless site constraints require additional road access. The arrangement of clustered building lots shall be designed to avoid development forms commonly known as linear, straight line or highway strip patterns.

(10) As applicable, interior streets shall be designed to allow future vehicular access to any portion of the reserve tract which may be divided into future building lots; provided, that the required permanent open space reserve area, pursuant to WCC 20.51.330, shall not be further subdivided. (Ord. 2009-009 Exh. A, 2009; Ord. 2005-085 § 1, 2005; Ord. 2005-048 Exh. A, 2005; Ord. 2004-007 § 1, 2004; Ord. 2003-049 § 1, 2003; Ord. 2003-032 Exh. A, 2003; Ord. 2002-075, 2002; Ord. 2002-034, 2002).

20.51.330 Open space reserve area.
(1) For purposes of this title, an "open space reserve area" shall be defined as that portion of a subdivision or short subdivision set aside in accordance with this chapter, and permanently dedicated for active or passive recreation, critical area protection, natural resource or archaeological site preservation, wildlife habitat and/or visual enjoyment, and shall be consistent with the definition of "open space" pursuant to WCC 20.97.275.

(2) The open space reserve area shall be subject to the following provisions:
(a) The minimum open space reserve area shall be determined by the minimum cluster subdivision reserve area requirements of the underlying zone district.

(b) A permanent open space reserve area shall be protected using one of the following mechanisms:

   (i) Placement in a separate nonbuilding tract owned in common by all lots within the subdivision; or

   (ii) Covered by a protective easement which protects at least the minimum required cluster reserve area specified in the underlying zone district; or

   (iii) Preserved through an appropriate permanent protective mechanism that provides the same level of permanent protection as subsection (2)(b)(i) of this section as determined by the county zoning administrator or hearing examiner which applies to at least the minimum required cluster reserve area specified in the underlying zone district.

(c) The boundaries of the open space portion of the reserve area may be altered only if the county finds that in dedicating adjacent reserve areas it would further the objectives listed in WCC 20.51.310 by altering the reserve area and increasing the area of reserve proportionately on the adjacent land being subdivided so that there is no net reduction in open space reserve area.

(d) The purpose of the open space reserve area as defined in subsection (1) of this section shall be recorded on the face of the final plat or short plat.

(e) The remaining unused development density and/or impervious surface allowances remaining on the parcel containing the open space reserve area, based on the gross density of the parent parcel, may be assigned to that portion of the reserve tract not subject to the minimum area requirements of subsection (2)(b) of this section. The density shall be recorded on the face of the final plat or short plat. The development rights assigned to the reserve tract in accordance with this subsection may not be transferred if the area associated with the reserve tract has been transferred to the other building lots within the subdivision.

(f) The requirements stated in subsections (2)(c) and (d) of this section shall be recorded as a restriction on the face of the final plat or short plat, and shall constitute an agreement between Whatcom County and the current/future owner(s) of record that shall run with the land. Said restriction(s) may be amended by mutual agreement between said parties after review for consistency and compliance with the official Whatcom County Zoning Ordinance, the Whatcom County Subdivision Ordinance, and the Whatcom County Comprehensive Plan.

20.51.340 Building setback/buffer areas.
.341 Setbacks for all properties within the overlay district shall be as follows: Class I and Class II roads shall have a minimum setback of 30 feet; and Class III, IV and V roads shall
EXHIBIT A-Whatcom County Code Proposed Chapter 20.51

have a minimum setback of 20 feet; provided, that the road right-of-way meets the
minimum standard for road rights-of-way pursuant to the Whatcom County Development
Standards.

.342 Roof overhangs or other overhanging architectural features shall not project further
than 18 inches into the side or rear yard setbacks. Such overhangs may extend three feet
into the front yard setback; however, in no case shall they extend more than one-half the
2002-075, 2002; Ord. 2002-034, 2002; Ord. 2001-062 § 1, 2001; Ord. 2001-021 § 1,

20.51.350 Development criteria.
2002; Ord. 2001-021 § 1, 2001).

20.51.360 Parking space dimensions.
A standard parking space shall have the rectangular dimensions of 10 feet in width and 20
feet in length; provided, that for any parking area of six or more spaces, 50 percent of all
spaces may have the rectangular dimensions of eight feet in width and 15 feet in length;
and further provided, that these spaces are marked for use by compact automobiles. Except
in single-family residential areas, all dimensions shall be exclusive of driveways, aisles and
other circulation areas required under WCC 20.80.560 and 20.80.570. (Ord. 2009-009 Exh.
§ 1, 2001; Ord. 99-086, 1999).

20.51.370 Parking requirements.
Parking shall conform to the requirements of WCC 20.80.500 through 20.80.590 unless
otherwise specified in this section. Minimum parking requirements may be reduced through
any of the following methods:

(1) A shared parking agreement has been filed with the county auditor establishing a shared
parking lot for land uses with noncompeting hours of operation, or for multitenant retail and
commercial facilities; provided, the parking lot is not located further than 700 feet from any
of the uses it is intended to serve.

(a) The minimum required parking in shared facilities shall be based on the land use
with the highest parking demand.

(b) Mixed use developments with similar operating hours may be required to submit a
parking demand study to determine if parking can be combined.

(2) A 20 percent reduction may be approved if an establishment is located within 1,000 feet
of any regularly scheduled bus stop.
(3) The zoning administrator determines that a reduced requirement will reduce overall
impervious surfaces while maintaining consistency with this title. (Ord. 2009-009 Exh. A,
2003-032 Exh. A, 2003; Ord. 2002-075, 2002; Ord. 2002-034, 2002; Ord. 2001-021 § 1,

20.51.390 Vehicular access.
Driveways and curb cuts shall be minimized along all arterial and collector roads. Each
existing lot shall be allowed only one driveway or curb cut; adjacent lots are encouraged to
share access points. In new developments, lots or leased sites shall be oriented toward
internal driveways, parking areas, or roads with limited access to arterial or collector roads.

20.51.400 Roads, curbs, gutters and sidewalks.
The intent of this section is to reduce impervious surfaces and stormwater runoff.
Innovative street sections, which do not compromise public safety, shall be encouraged in
the watershed. Narrow streets and reduced sidewalk standards that satisfy pedestrian and
vehicular circulation requirements may be implemented with the approval of the Whatcom
County public works department. Unless specifically required, roads shall not be wider than
the minimum applicable standard. A rural road standard may be approved by the Whatcom
County public works department for urban density residential areas where the developer
provides adequate off-street parking and pedestrian walkways. (Ord. 2009-009 Exh. A,
2003-032 Exh. A, 2003; Ord. 2002-075, 2002; Ord. 2002-034, 2002; Ord. 2001-021 § 1,

20.51.410 Seasonal Clearing Activity Limitations
The intent of seasonal clearing activity limitations is to establish a more stringent standard
for clearing activity in highly valued water resource areas, environmentally sensitive areas,
or areas where natural conditions are so unstable that clearing activity in the areas can
result in hazardous conditions. Implementation of best management practices, including
phased clearing, tree retention and seasonal clearing limitations, is intended to limit the
amount of exposed soils on site that are susceptible to erosion at any one time, thereby
improving site stability during development and reducing potential for transport of dissolved
pollutants and sediments off site. Preservation of existing trees on site also reduces the
quantity and maintains the quality of stormwater leaving a site during and after
development activities by encouraging interception, infiltiration and evapotranspiration of
rainfall and surface runoff.
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1. (1) County review and approval shall be required for all clearing activities associated with a fill and grade permit, building permit or other development proposal.

2. (2) Clearing activity, as defined in WCC 20.97.054, that will result in exposed soils exceeding 500 square feet shall not be permitted from October 1st through May 31st; provided, that:

3. (3) The zoning administrator may approve an exemption to this requirement for the following activities:

   a. Routine maintenance and repair of erosion and sediment control measures;

   b. Activities located at or waterward of the ordinary high water mark subject to state, federal, and/or local (per Chapter 16.16 WCC and/or WCC Title 23) conditions of approval requiring commencement of clearing activity between October 1st and May 31st for purposes of minimizing surface water disturbance and site inundation by high water or wave action;

   c. Activities necessary to address an emergency that presents an unanticipated and imminent threat to public health, safety or the environment that requires immediate action within a time too short to allow full compliance with this section. Upon abatement of the emergency situation, the clearing activity shall be reviewed for consistency with this chapter and may be subject to additional permit requirements; provided, that the applicant shall make a reasonable attempt to contact the zoning administrator prior to the activity. When prior notice is not feasible, notification of the action shall be submitted to the zoning administrator as soon as the emergency is addressed and no later than two business days following such action. Emergency construction does not include development of new permanent protective structures where none previously existed.

   d. The proposed activity does not involve the conversion of forest land, is outside critical areas and associated buffers, and is exclusively related to agriculture as defined in this title; or

   e. The proposed activity consists of non-conversion forest practices, other than Class IV-General forest practices on platted land, and other than those with an approved COHP regulated under Chapter 76.09 RCW; or

4. (4) To ensure compliance with subsection (2) of this section, Whatcom County planning and development services shall not issue development permits requiring more than 500 square feet of land disturbance located within the Lake Whatcom watershed within two weeks prior to the watershed seasonal closure on October 1st.

5. (5) Soil disturbance associated with an exempt clearing activity shall be minimized to the maximum extent practicable. The zoning administrator shall have the authority to condition an exempt activity to ensure that temporary erosion and sediment control measures will be implemented.
(6) An exemption from the seasonal land clearing requirements of this section does not
grant authorization for any work to be done in a manner that does not comply with other
provisions of this chapter or other applicable development regulations.

(7) Within the Lake Whatcom Watershed Overlay District, clearing activity must conform to
the following conditions:

(a) Temporary erosion and sediment control shall be installed and inspected prior to
any clearing activity. The technical administrator shall conduct periodic inspections
to ensure the integrity of temporary erosion and sediment controls. Temporary
erosion and sediment control measures include, but are not limited to, installation of
silt fencing, installation of check dams, covering of excavation piles, and mulching of
exposed soils, as specified in the Whatcom County Development Standards.

(b) Phased Clearing. Construction activities and clearing activities shall be phased to
limit the amount of exposed soil that occurs at any one time, if determined to be
appropriate by the technical administrator, based on site characteristics or
constraints including, but not limited to, slopes, proximity to shorelines and
wetlands. A phased clearing plan may be required. A phased clearing plan, if
required, shall be submitted for review and approval by the technical administrator
prior to any clearing activity and shall contain a detailed construction schedule or
timeline.

(c) Soil Stabilization. All disturbed areas shall be provided with soil stabilization
within two days of the time of disturbance. The technical administrator may approve
an exemption to this requirement when a tree canopy area retention plan includes a
soil stabilization plan. This plan component must specifically detail erosion and
sediment control and stormwater runoff measures that provide runoff control equal
to or greater than the protection provided by the standard two-day soil stabilization
requirements of this section.

20.51.420 Permanent Stormwater Management Systems

(1) Exemptions. This section does not apply to any of the following projects, work, or
activities (which does not necessarily exempt them from other stormwater related titles
and/or standards that might otherwise apply; see WCC 20.51.040(6), WCC
20.51.040(7) and WCC 20.80.630(3)) within the Lake Whatcom Watershed Overlay
District:

(a) Installations of, and/or repairs to, and/or replacements of, any of the following
facilities:

1. Below grade:

   i. Pipe,

   ii. Conduit,

   iii. Ductwork,
iv.  Cabling and wiring (direct burial or conduit encased),

2. Above grade:
   i. Utility or light poles,
   ii. Communication and/or data transmission systems pedestals,

3. Below grade, at grade, and/or above grade appurtenances to any of the above respective facilities.

(b) Roof replacements and/or conversions at the same, or less, surface area.
    Conversions to metal roofs require coatings with inert non-leachable materials.

(c) Deck, porch, and/or other raised surfaces area replacements at the same, or less, surface area.

(d) Land disturbing activities (per WCC 20.97 definition) of less than 5,000 square feet in total area, excluding any impervious surface area work within the land area disturbed.

(e) Projects, work, or activities that will create less than:
   1. 501 square feet of previously nonexistent impervious surface area and/or permeable pavement area (per WCC 20.97 definitions), and/or
   2. 1,501 square feet of replaced impervious surface area and/or replaced permeable pavement area (per WCC 20.97 definitions).

(f) Maintenance (e.g., debris, moss, and/or mildew removal) of existing impervious surface areas and/or permeable pavement areas. Pre-existing nonconforming impervious surfaces may be routinely maintained/repaired.

(g) If a legal nonconforming structures are destroyed, the nonconforming use may be reconstructed using the pre-existing footprint. Damage repairs (e.g., from fire, wind, falling trees or limbs, flooding) to existing impervious surface areas and/or permeable pavement areas within their same respective existing footprints. Expansion of nonconforming impervious surfaces shall be subject to this ordinance.

(h) For a Single Family Dwelling that meets all of the following:
   1. To be located within the platted boundaries of, and in general belonging to, an incorporated homeowners association; and
   2. Which association has a stormwater runoff management and phosphorus mitigation plan that provides at least the same level of overall protection from and/or treatment of phosphorus runoff to Lake Whatcom as would the application of WCC 20.51.420(2) to any of the individual parcels therein that may be developed; and
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3. Ongoing implementation program, applicable to all newly developed parcels within that association’s boundaries, as well as to the association as a whole; and

4. Which plan and program have been agreed to by a memorandum of agreement between Whatcom County and the Incorporated Homeowners Association; and


(2) Best Management Practices.

(a) Unless otherwise exempt per WCC 20.51.420(1), or unless a standard land use vesting determination concludes otherwise, all projects, work, or activities, including subdivisions, binding site plans, and non-exempt new short subdivision parcels, proposed to occur within the Lake Whatcom Watershed Overlay District shall incorporate presumptive BMPs and/or demonstrative BMPs, per WCC 20.51.420(2)(c) and/or WCC 20.51.420(2)(d), respectively, to:

(1) All project, work, or activity affected:

   i. Net land area disturbed (per WCC 20.97 definition, and/or

   ii. Newly created and/or replaced:

      A. Net new impervious surface area (per WCC 20.97 definition), and/or

      B. Net replaced impervious surface area (per WCC 20.97 definition), and/or

      C. Net new permeable pavement area (per WCC 20.97 definition), and/or

      D. Net replaced permeable pavement area (per WCC 20.97 definition), and/or

(2) Existing off-parcel phosphorus-unmitigated areas and/or on-parcel phosphorus-unmitigated areas within the entire Lake Whatcom Watershed at a 2:1 ratio of phosphorus-unmitigated area to the corresponding project, work, or activity affected area(s) that WCC 20.51.420(2)(a)(1)(i) – (ii) outlines.

(3) The developable areas and infrastructure as required for long and short subdivision approval. A stormwater management plan for developable areas and required infrastructure, consistent with the 2012 Stormwater Management Manual for Western Washington is required prior to primarily plat approval. Installation of required BMPs for infrastructure is required prior to final plat approval.

(b) The development stormwater runoff (per WCC 20.97 definition) phosphorus loading profile from each phosphorus-mitigated area noted in WCC 20.51.420(2)(a)(1) & (2) shall not exceed the corresponding natural stormwater runoff (per WCC 20.97
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definition) phosphorus loading profile from each respective phosphorus-mitigated area.

(c) Presumptive BMPs (per WCC 20.97 definition). Presumptive BMPs, which are combinable with each other and with demonstrative BMPs, follow:

1. Full infiltration and downspout full infiltration. See the 2012 Stormwater Management Manual for Western Washington BMP T5.10A Volume III Section 3.1.1 and Volume III Chapter III Section 3.3.9(A). Use of these BMPs may require an engineered design (per WCC 20.97 definition).

2. Full dispersion:
   i. See current Stormwater Management Manual for Western Washington Volume V Chapter 5 BMP T5.30. This BMP might, but does not necessarily, require an engineered design. See the 2012 Stormwater Management Manual for Western Washington Volume V, Chapter 5, pages 5-30 through 5-38 for further design requirements and infeasibility criteria.

(d) Demonstrative BMPs (per WCC 20.97 definition). Demonstrative BMPs, which are combinable with each other and with presumptive BMPs, use engineered designs that, once constructed or installed, and presuming that system preservation activities occur as prescribed by the design engineer, will satisfy the 2012 Stormwater Management Manual for Western Washington Minimum Requirements numbers 3 through 9, disregarding any Minimum Requirement applicability thresholds therein, while also conforming to at least one of the following:

1. The engineered design limits the estimated phosphorus loading in development stormwater runoff to less than 0.1875 lb of P/acre/year. Engineered designs shall cite and use only WSDOE-approved references for estimated phosphorus loading information and criteria.

2. The monthly development stormwater runoff volume does not exceed the monthly natural stormwater runoff volume of the project, work, or activity affected areas, as determined by a WSDOE-approved continuous runoff model.

3. Development stormwater runoff does not occur

(3) System Recording, Protection, and Maintenance. A declaration of covenant shall be recorded for each property where permanent stormwater BMPs exist. The covenant is used to protect the stormwater management facilities from cover by structures or impervious material, soil compaction, and damage by soil removal and grade alteration. A draft of the proposed covenant must be reviewed and approved by Whatcom County prior to recording. All required covenants must be recorded prior to final permit issuance for the proposed project.

(a) Notice on Title: For all permanent stormwater facilities, the type of stormwater system and location shall be recorded with the County Auditor real estate records in a format similar to the recording documents in Whatcom County Development
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Standards, Chapter 2, Section 221. The recording document provides notice to future owners of the presence of stormwater system on the lot, and shall contain:

(i) A site plan to scale, showing the location and descriptions of stormwater facilities, treatment BMPs, terrain features, Protective Native Growth Areas, and stormwater flowpaths.

(ii) Notice of the property owner’s responsibility to retain, uphold, and protect the devices, features, pathways, Protective Native Growth Areas, and operate and maintain BMPs at the owner’s expense.

(b) Protected Native Growth Area (PNGA): For projects that utilize dispersion for their stormwater system, a Protected Native Growth Area covenant shall be required to:

(i) Include native plant species including, but not limited to, those on approved lists provided by Whatcom County common to this region.

(ii) Be described in the recorded documents as “a Protected Native Growth Area established for the purposes of dispersing and treating stormwater flows.”

(iii) Retain all vegetation and trees within the PNGA at the time of permit application aside from approved timber harvest activities and the removal of hazardous and diseased trees (as defined in Chapter 20.97 WCC), an evaluation and determination by an ISA licensed arborist may be required.

(iv) The PNGA can include onsite critical areas and its buffer,

(v) Limit uses in the PNGA to those specified in WCC 16.16.

(vi) Provide a Notice of Activity consistent with WCC 16.16.235, to remove trees within a PNGA when a permit is not required by 20.51.420(1), under the following circumstances:

1. Fire prevention methods when supported by the county fire marshal;
2. Hazard trees, as defined in Chapter 20.97 WCC, are identified (an evaluation and determination by a licensed arborist may be required);
3. Encroachments where the trunk, branches, or roots would be, or are in contact with main or accessory structures; or
4. Where installation and/or maintenance of roads or utilities would unavoidably require removal or cutting through the root system.
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735

Chapter 20.71
WATER RESOURCE PROTECTION OVERLAY DISTRICT*

Sections:

20.71.010 Purpose.
20.71.020 Application.
20.71.021 Area and applicability.
20.71.050 Permitted uses.
20.71.100 Accessory uses.
20.71.150 Conditional uses.
20.71.200 Prohibited uses.
20.71.300 Open space and impervious surfaces.
20.71.350 Cluster subdivisions.
20.71.351 Cluster design standards.
20.71.352 Open space reserve area.
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20.71.600 Development criteria.
20.71.601 Parking space dimensions.
20.71.602 Parking requirements.
20.71.603 Alternative surfacing methods.
20.71.604 Vehicular access.
20.71.700 Roads, curbs, gutters and sidewalks.

*Prior legislation: Ord. 2008-035, which expired March 20, 2009, was formerly codified in this chapter.

20.71.010 Purpose.
The Water Resource Protection Overlay District is an overlay zone that is intended to impose additional controls to preserve and protect unique and important water resources within Whatcom County. This district is designed to protect the long-term viability of the Lake Whatcom, Lake Samish and Lake Padden watersheds while creating a regulatory framework to address the needs of these watersheds that are not otherwise provided for in the underlying zone districts. (Ord. 2009-009 Exh. A, 2009; Ord. 2005-085 § 1, 2005; Ord. 2004-007 § 1, 2004; Ord. 2003-049 § 1, 2003; Ord. 2003-032 Exh. A, 2003; Ord. 2002-075, 2002; Ord. 2002-034, 2002; Ord. 2001-021 § 1, 2001; Ord. 99-086, 1999).

20.71.020 Application.

20.71.021 Area and applicability.
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735

(1) The Water Resource Protection Overlay District is an overlay zone that covers the entire geographic area of the Lake Whatcom, Lake Samish and Lake Padden watersheds within Whatcom County’s jurisdiction. For purposes of this title, the Lake Samish watershed shall consist of that portion of the Friday Creek subbasin of the Samish River watershed that lies within Whatcom County.

(2) This district may be expanded to include other areas through the annual zoning text amendment process.

(3) The Lake Whatcom, Lake Samish and Lake Padden watersheds are also designated as stormwater special districts pursuant to WCC 20.80.635 and water resource special management areas pursuant to WCC 20.80.735.

(4) In the event that the provisions of this chapter conflict with the provisions of the Shoreline Management Program (WCC Title 23), Chapter 16.16 WCC, Critical Areas, the Whatcom County Development Standards, the provisions of the underlying zoning district or other applicable county policies or regulations, then the most restrictive shall apply; provided, that the minimum setback provisions established in WCC 20.71.401 shall prevail. (Ord. 2009-009 Exh. A, 2009; Ord. 2005-085 § 1, 2005; Ord. 2004-007 § 1, 2004; Ord. 2003-049 § 1, 2003; Ord. 2003-032 Exh. A, 2003; Ord. 2002-075, 2002; Ord. 2002-034, 2002; Ord. 2001-021 § 1, 2001; Ord. 99-086, 1999).

20.71.050 Permitted uses.
All permitted uses in the underlying zone districts are permitted except as expressly prohibited, made conditional, or further conditioned by this chapter.


20.71.100 Accessory uses.

20.71.150 Conditional uses.
All conditional uses in the underlying zone districts shall remain conditional uses unless expressly prohibited, made conditional, or further conditioned by this chapter. In addition, the following uses shall only be conditionally permitted:

.151 On-site storage facilities for hazardous wastes associated with outright permitted uses or approved conditional uses, other than cottage industries as defined in WCC 20.71.215, subject to the most current
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735

siting criteria under Chapter 173-303 WAC within the Rural, Rural Forestry, Commercial Forestry, Neighborhood Commercial and Resort Commercial Zone Districts only.

.152 Retail or wholesale plant nurseries or greenhouses for storage, propagation and culture of plants, provided:

(1) Greenhouses shall not be larger than 1,000 square feet.

(2) Greenhouses and cultivated ground shall not be located within 250 feet of Lake Whatcom, Lake Samish, Lake Padden or streams subject to the Shoreline Management Program; 200 feet from fish-bearing streams; or 150 feet from other streams and their tributaries that flow into Lake Whatcom, Lake Samish or Lake Padden.

(3) A monitoring program has been established to ensure that chemical and pesticide quantities in stormwater runoff do not exceed state water quality standards. Complete control of drainage from the operation shall be in effect. Such runoff will be tested for pollutants bimonthly by a licensed water quality testing agency. All requirements will be met at the owner’s expense.

(4) No person shall apply a commercial fertilizer, either liquid or granular, that is labeled as containing more than zero percent phosphorous or other compound containing phosphorous, such as phosphate; provided, that such fertilizers may be used for establishment of new vegetation in the first growing season.

.185 Type I solid waste handling facilities, except:

(1) Moderate risk waste facilities; and


20.71.200 Prohibited uses.
In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited, except as per Chapter 20.83 WCC:

.201 Dry cleaning establishments.

.202 Gas stations, service stations, combustion engine repair garages and automotive wrecking yards.

.203 Sod farming.

.204 Aquaculture and mariculture projects.
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735

.205 Operation of fur farms.

.206 Confinement feeding operations.

.207 Asphalt and concrete batch plants.

.208 Gravel bar scalping projects within the jurisdiction of the Shoreline Management Program.

.209 Utilization of sewage sludge on land.

.210 On-site treatment facilities for hazardous wastes.

.211 Type I solid waste handling facilities, except those specified in WCC 20.71.185.

.212 Type II and Type III solid waste handling facilities.

.213 Golf courses.

.214 Cemeteries.

.215 Cottage industries that would require on-site hazardous waste storage facilities.

.216 Surface mining outside of designated Mineral Resource Lands (MRL) Special Districts; provided, that surface mining, rock crushing, washing and sorting subject to the Forest Practices Act (Chapter 76.09 RCW) are permitted.

.217 Major passenger intermodal terminals.

.218 Freight railroad switching yards and terminals.

.219 Agriculture, including animal husbandry, horticulture, viticulture, floriculture, and the cultivation of crops.

.220 Animal hospitals and accessory kennels and stables.


20.71.300 Open space and impervious surfaces.

.301 Open space requirements shall be as follows:

(1) For uses in the TC and NC Zones, at least 25 percent of the parcel shall be reserved as open space.
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735

(2) For uses in the RC Zone, at least 40 percent of the parcel shall be reserved as open space.

(3) Open space areas shall be maintained in natural vegetation or landscaped per WCC 20.80.325.

(4) For properties within the jurisdiction of the Shoreline Management Program (WCC Title 23), submerged lands and/or tidelands within the boundaries of any waterfront parcel that are located waterward of the ordinary high water mark shall not be used in open space calculations.

.302 Impervious surface requirements shall be as follows:

(1) For uses in the UR, URM and RR Zone Districts, at least 80 percent of the lot or parcel shall be kept free of structures and impervious surfaces.

(2) For uses in the R Zone District, at least 90 percent of the lot or parcel shall be kept free of structures and impervious surfaces.

(3) Where subsection (1) or (2) of this section does not allow 2,500 square feet of total impervious surface area, 2,500 square feet shall be allowed.

(4) Two or more lots of record consolidated pursuant to the provisions of WCC 20.83.070 shall be treated as one undivided parcel for the purpose of calculating total allowable impervious surface. Where two or more lots or parcels are consolidated; are not subject to the provisions of WCC 20.83.070; and are not subject to a permanent restrictive covenant that precludes development of buildings, structures or other improvements not otherwise identified by said covenant, 4,000 square feet of impervious surface shall be allowed.

(5) Preexisting nonconforming impervious surfaces may be routinely maintained/repaired or redeveloped; provided, that if 50 percent or greater of the preexisting nonconforming impervious area is to be redeveloped, then the applicable impervious surface limitations of subsections (1), (2) and (3) of this section shall apply. However, if a legal nonconforming structure is destroyed, the nonconforming use may be reconstructed using the pre-existing footprint. Expansion of nonconforming impervious surfaces shall be prohibited.

(6) A mobile home within an existing mobile home park may be replaced with a larger mobile home (not to exceed a maximum of 1,500 square feet), provided there is not an increase in the overall number of mobile homes in the park or any increase in other impervious surfaces beyond the new mobile home footprint.

(7) For properties within the jurisdiction of the Shoreline Management Program (WCC Title 23), submerged lands and/or tidelands within the boundaries of any waterfront parcel that are located waterward of the ordinary high water mark shall not be used in impervious/pervious surface calculations.
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735

(8) Any portion of a roof overhang or other overhanging architectural feature which projects further than three feet from the footprint of a structure shall be calculated as impervious surface.


20.71.350 Cluster subdivisions.
The purpose of cluster subdivision is to provide a method of creating building lots with spatially efficient sizes. Clustering is intended to consolidate development and associated infrastructure, reduce development costs, and increase infrastructure efficiency. Clustering is also intended to help preserve open space and the character of areas, reduce total impervious surface area, and minimize development effects on critical areas and associated buffers, as defined in Chapter 16.16 WCC, and resource lands. Preservation of open space is thereby intended to reduce potential stormwater runoff and associated impacts while assuring protection of viable, undeveloped, and naturally vegetated corridors for wildlife habitat, protection of watersheds, preservation of critical areas, preservation of aesthetic values including view corridors, and preservation of trail and/or recreation areas. (Ord. 2009-009 Exh. A, 2009; Ord. 2005-085 § 1, 2005; Ord. 2005-048 Exh. A, 2005; Ord. 2004-007 § 1, 2004; Ord. 2003-049 § 1, 2003; Ord. 2003-032 Exh. A, 2003; Ord. 2002-075, 2002; Ord. 2002-034, 2002; Ord. 2001-021 § 1, 2001; Ord. 99-086, 1999).

20.71.351 Cluster design standards.
The creation of new building lots within Water Resource Protection Overlay Districts shall be subject to the following design standards:

(1) Cluster subdivisions shall be required for all land divisions resulting in lots less than five acres in size, with the exception of boundary line adjustments.

(2) A cluster subdivision shall include a permanent open space reserve area meeting the criteria established in WCC 20.71.352.

(3) The minimum cluster lot size requirements of the underlying zone district shall apply.

(4) The maximum number of building lots in a lot cluster shall be 10.

(5) Clusters containing two or more lots of less than one acre within a proposed development shall be separated by at least 80 feet.

(6) Clustered building lots may only be created through the subdivision, short subdivision or binding site plan process pursuant to WCC Title 21.
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735

(7) Building lots shall be designed and located to be compatible with, and avoid disturbance of, critical areas or other valuable or unique natural resources or known archaeological sites, as well as physical constraints of the site.

(8) Building lots shall be arranged in a cluster/concentrated pattern.

(9) A cluster subdivision shall have no more than two common encroachments on existing county roads unless site constraints require additional road access. The arrangement of clustered building lots shall be designed to avoid development forms commonly known as linear, straight line or highway strip patterns.

(10) As applicable, interior streets shall be designed to allow future vehicular access to any portion of the reserve tract which may be divided into future building lots; provided, that the required permanent open space reserve area, pursuant to WCC 20.71.352, shall not be further subdivided. (Ord. 2009-009 Exh. A, 2009; Ord. 2005-085 § 1, 2005; Ord. 2005-048 Exh. A, 2005; Ord. 2004-007 § 1, 2004; Ord. 2003-049 § 1, 2003; Ord. 2003-032 Exh. A, 2003; Ord. 2002-075, 2002; Ord. 2002-034, 2002).

20.71.352 Open space reserve area.

(1) For purposes of this title, an “open space reserve area” shall be defined as that portion of a subdivision or short subdivision set aside in accordance with this chapter, and permanently dedicated for active or passive recreation, critical area protection, natural resource or archaeological site preservation, wildlife habitat and/or visual enjoyment, and shall be consistent with the definition of “open space” pursuant to WCC 20.97.275.

(2) The open space reserve area shall be subject to the following provisions:

(a) The minimum open space reserve area shall be determined by the minimum cluster subdivision reserve area requirements of the underlying zone district.

(b) A permanent open space reserve area shall be protected using one of the following mechanisms:

(i) Placement in a separate nonbuilding tract owned in common by all lots within the subdivision; or

(ii) Covered by a protective easement or public or private land trust dedication which protects at least the minimum required cluster reserve area specified in the underlying zone district; or

(iii) Preserved through an appropriate permanent protective mechanism that provides the same level of permanent protection as subsection (2)(b)(i) of this section as determined by

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the county zoning administrator or hearing examiner which applies to at least the minimum required cluster reserve area specified in the underlying zone district.

(c) The boundaries of the open space portion of the reserve area may be altered only if the county finds that in dedicating adjacent reserve areas it would further the objectives listed in WCC 20.71.350 by altering the reserve area and increasing the area of reserve proportionately on the adjacent land being subdivided so that there is no net reduction in open space reserve area.

(d) The purpose of the open space reserve area as defined in subsection (1) of this section shall be recorded on the face of the final plat or short plat.

(e) The remaining unused development density and/or impervious surface allowances remaining on the parcel containing the open space reserve area, based on the gross density of the parent parcel, may be assigned to that portion of the reserve tract not subject to the minimum area requirements of subsection (2)(b) of this section. The density shall be recorded on the face of the final plat or short plat. The development rights assigned to the reserve tract in accordance with this subsection may not be transferred if the pervious surface area associated with the reserve tract has been transferred to the other building lots within the subdivision.

(f) The requirements stated in subsections (2)(c) and (d) of this section shall be recorded as a restriction on the face of the final plat or short plat, and shall constitute an agreement between Whatcom County and the current/future owner(s) of record that shall run with the land. Said restriction(s) may be amended by mutual agreement between said parties after review for consistency and compliance with the official Whatcom County Zoning Ordinance, the Whatcom County Subdivision Ordinance, and the Whatcom County Comprehensive Plan.


20.71.400 Building setback/buffer areas.

.401 Setbacks for all properties within the overlay district shall be as follows: Class I and Class II roads shall have a minimum setback of 30 feet; and Class III, IV and V roads shall have a minimum setback of 20 feet; provided, that the road right-of-way meets the minimum standard for road rights-of-way pursuant to the Whatcom County Development Standards.

.402 Roof overhangs or other overhanging architectural features shall not project further than 18 inches into the side or rear yard setbacks. Such overhangs may extend three feet into the front yard setback;
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735


20.71.600 Development criteria.

20.71.601 Parking space dimensions.
A standard parking space shall have the rectangular dimensions of 10 feet in width and 20 feet in length; provided, that for any parking area of six or more spaces, 50 percent of all spaces may have the rectangular dimensions of eight feet in width and 15 feet in length; and further provided, that these spaces are marked for use by compact automobiles. Except in single-family residential areas, all dimensions shall be exclusive of driveways, aisles and other circulation areas required under WCC 20.80.560 and 20.80.570. (Ord. 2009-009 Exh. A, 2009; Ord. 2005-085 § 1, 2005; Ord. 2004-007 § 1, 2004; Ord. 2003-049 § 1, 2003; Ord. 2003-032 Exh. A, 2003; Ord. 2002-075, 2002; Ord. 2002-034, 2002; Ord. 2001-021 § 1, 2001; Ord. 99-086, 1999).

20.71.602 Parking requirements.
Parking shall conform to the requirements of WCC 20.80.500 through 20.80.590 unless otherwise specified in this section. Minimum parking requirements may be reduced through any of the following methods:

(1) A shared parking agreement has been filed with the county auditor establishing a shared parking lot for land uses with noncompeting hours of operation, or for multitenant retail and commercial facilities; provided, the parking lot is not located further than 700 feet from any of the uses it is intended to serve.

(a) The minimum required parking in shared facilities shall be based on the land use with the highest parking demand.

(b) Mixed use developments with similar operating hours may be required to submit a parking demand study to determine if parking can be combined.

(2) A 20 percent reduction may be approved if an establishment is located within 1,000 feet of any regularly scheduled bus stop.

(3) The zoning administrator determines that a reduced requirement will reduce overall impervious surfaces while maintaining consistency with this title. (Ord. 2009-009 Exh. A, 2009; Ord. 2005-085 § 1,
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735


20.71.603 Alternative surfacing methods.
Alternative surfaces including, but not limited to, bark or wood mulch, washed gravel, grid/lattice systems, permeable interlocking pavers, pervious concrete, porous asphalt, and other similar approved materials are encouraged. Alternative surfacing methods may be approved for fringe or overflow parking areas; emergency parking areas, private roads, fire lanes, road shoulders, bike paths, walkways, patios, driveways, and easement service roads in residential or commercial zones unless site constraints make use of such materials detrimental to water quality. Utilization of alternative surfacing methods shall be subject to review and approval by the Whatcom County public works department, the fire marshal and/or the county ADA coordinator for compliance with other applicable regulations and development standards. Surfaces shall be considered impervious surfaces under WCC 20.71.300 unless the following conditions are met:

(1) Bark, wood mulch, and washed gravel shall be designed and installed so that all rain water falling upon the alternative surface will be infiltrated directly beneath the alternative surface without generating surface runoff based on the one-year, 24-hour storm event.


20.71.604 Vehicular access.
Driveways and curb cuts shall be minimized along all arterial and collector roads. Each existing lot shall be allowed only one driveway or curb cut; adjacent lots are encouraged to share access points. In new developments, lots or leased sites shall be oriented toward internal driveways, parking areas, or roads with limited access to arterial or collector roads. (Ord. 2009-009 Exh. A, 2009; Ord. 2005-085 § 1, 2005; Ord. 2004-007 § 1, 2004; Ord. 2003-049 § 1, 2003; Ord. 2003-032 Exh. A, 2003; Ord. 2002-075, 2002; Ord. 2002-034, 2002; Ord. 2001-021 § 1, 2001; Ord. 99-086, 1999).

20.71.700 Roads, curbs, gutters and sidewalks.
The intent of this section is to reduce impervious surfaces and stormwater runoff. Innovative street sections, which do not compromise public safety, shall be encouraged in the watershed. Narrow streets and reduced sidewalk standards that satisfy pedestrian and vehicular circulation requirements may be implemented with the approval of the Whatcom County public works department. Unless specifically
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735


20.80.635 Stormwater special districts.
(1) Whatcom County shall establish the following geographical areas as stormwater special districts:

(a) Drayton Harbor watershed.

(b) Lake Whatcom watershed.

(e)-(b) Lake Samish watershed.

(d)-(c) Birch Bay watershed.

(e)-(d) Lake Padden watershed.


20.80.636 Stormwater special district requirements.
In areas designated as stormwater special districts (per WCC 20.80.635), permanent on-site stormwater quality and quantity facilities shall be required on all lots less than five acres in size for projects that meet either of the following criteria:

(1) New construction or remodels that increase impervious surfaces by more than 500 square feet; or

(2) Renovation projects where the estimated cost of the work exceeds 50 percent of the assessed value of the existing structure. Interior remodels, nonpolluting roof replacements, house maintenance and energy upgrades shall be exempt from this requirement.

If stormwater quality and quantity facilities are required based on either of these criteria, the provisions of the Whatcom County Development Standards, Chapter 2, Section 221, shall apply to the entire property, unless it can be demonstrated that off-site facilities would provide better treatment, or unless common detention and water quality facilities meeting the standards of the 1996 Whatcom County Development Standards or the 1992 Department of Ecology Stormwater Management Manual for the Puget Sound

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Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735


20.80.735 Water resource special management areas.
The purpose of a water resource special management area is to establish a more stringent standard for clearing activity in highly valued water resource areas, environmentally sensitive areas, or areas where natural conditions are so unstable that clearing activity in the areas can result in hazardous conditions. Implementation of best management practices, including phased clearing, tree retention and seasonal clearing limitations, is intended to limit the amount of exposed soils on site that are susceptible to erosion at any one time, thereby improving site stability during development and reducing potential for transport of dissolved pollutants and sediments off site. Preservation of existing trees on site also reduces the quantity and maintains the quality of stormwater leaving a site during and after development activities by encouraging interception, infiltration and evapotranspiration of rainfall and surface runoff.

Whatcom County shall establish the following geographic areas as water resource special management areas:

• Lake Whatcom watershed;

• Drayton Harbor watershed;

• Lake Padden watershed;

• Lake Samish watershed; and

• Birch Bay watershed.

(1) Water Resource Special Management Area Review Thresholds. County review and approval shall be required for clearing activities which exceed the following thresholds. If the clearing activity does not meet the threshold criteria, county review is not required. However, the owner is still subject to, and must comply with, the minimum requirements established in this chapter and in the Whatcom County Development Standards.

  (a) Lake Whatcom, Lake Samish and Lake Padden Watersheds. County review and approval shall be required for all clearing activities associated with a fill and grade permit, building permit or other
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735

development proposal. Clearing activities which are not associated with a development permit shall require county review if they are:

(i) Five thousand square feet or greater during the dry season, June 1st through September 30th; or

(ii) Five hundred square feet or greater during the wet season, October 1st through May 31st.

(2) Within water resource special management areas, clearing activity must conform to the following conditions:

(a) Temporary erosion and sediment control shall be installed and inspected prior to any clearing activity. The technical administrator shall conduct periodic inspections to ensure the integrity of temporary erosion and sediment controls. Temporary erosion and sediment control measures include, but are not limited to, installation of silt fencing, installation of check dams, covering of excavation piles, and mulching of exposed soils, as specified in the Whatcom County Development Standards.

(b) Phased Clearing. Construction activities and clearing activities shall be phased to limit the amount of exposed soil that occurs at any one time, if determined to be appropriate by the technical administrator, based on site characteristics or constraints including, but not limited to, slopes, proximity to shorelines and wetlands. A phased clearing plan may be required. A phased clearing plan, if required, shall be submitted for review and approval by the technical administrator prior to any clearing activity and shall contain a detailed construction schedule or timeline.

(c) Soil Stabilization. All disturbed areas shall be provided with soil stabilization within two days of the time of disturbance. The technical administrator may approve an exemption to this requirement when a tree canopy area retention plan includes a soil stabilization plan. This plan component must specifically detail erosion and sediment control and stormwater runoff measures that provide runoff control equal to or greater than the protection provided by the standard two-day soil stabilization requirements of this section.

(d) Tree Canopy Area Retention. In the Lake Whatcom, Lake Samish and Lake Padden watersheds, in addition to compliance with all other requirements of this title and other titles of the Whatcom County Code, clearing activities on any lot or parcel, with the exception of nonconversion forest practices occurring on lands platted after January 1, 1960, shall comply with the following provisions:

(i) Existing tree canopy areas, as defined by the dripline of the tree(s), may be removed for purposes of a building site, driveways, parking areas, and areas to be landscaped, but such
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735

areas shall not exceed a cumulative total of 5,000 square feet or 35 percent of the existing tree canopy area, whichever is greater.

(ii) The following criteria shall be used to determine which tree canopy areas are to be prioritized for retention:

(A) Stands of mature native trees;

(B) Trees on sensitive slopes, on lands classified as having landslide hazards, or high erosion hazards, as defined under the critical areas ordinance;

(C) Trees within critical areas or their associated setback and/or buffer areas as defined under WCC Title 16 or 23; or

(D) Trees with significant habitat value as identified by a qualified wildlife biologist or by the technical administrator, per WCC Title 16.

(iii) Existing trees and vegetation may be used to meet all or part of the landscaping requirements of this title.

(iv) The county shall require that tree canopy areas to be retained are identified on a site plan and clearly flagged, or delineated, on the site. A tree canopy area retention plan must accompany a project or clearing permit application and be approved by the technical administrator before clearing activity takes place. The plan shall contain the following components:

(A) A scaled drawing identifying the following:

1. North arrow;

2. Property boundaries;

3. Existing structures;

4. Site access;

5. Tree canopy areas to be removed;

6. The outer dripline of tree canopy areas to be retained;

7. Critical areas including, but not limited to, slopes, wetlands, and habitat conservation areas;
Exhibit B - Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735

8. Protection measures to be utilized for areas that will be undisturbed; and

9. Areas to be replanted pursuant to subsection (2)(d)(vii) of this section;

(B) A planting schedule that indicates the time frame for replanting of trees as applicable; and

(C) Provisions for maintenance and monitoring.

(v) Prior to any clearing activity or development activity, any tree canopy area designated for retention shall be delineated by temporary fencing, tape, or other indicators around the outer dripline of the trees. Temporary fencing, tape, or other indicators shall be clearly visible and shall be maintained for the duration of the proposed clearing or development activity. Any tree canopy areas designated for retention shall be field verified by the technical administrator before clearing activities begin. Trees within canopy areas designated for retention shall not be damaged by clearing, excavation, ground surface level changes, soil compaction, or any other activities that may cause damage to roots or trunks. Machinery, impervious surfaces, fill and storage of construction materials shall be kept outside of the dripline of the tree canopy areas designated for retention.

(vi) Tree canopy areas may be removed when limited to those canopy areas affected under the following circumstances:

(A) Fire prevention methods when supported by the county fire marshal;

(B) Hazard trees, as defined in Chapter 20.97 WCC, are identified (an evaluation and determination by a licensed arborist or forester may be required);

(C) Encroachments where the trunk, branches or roots would be, or are, in contact with main or accessory structures; or

(D) Where installation and/or maintenance of roads or utilities would unavoidably require removal or cutting through the root system.

(vii) In the event that tree canopy areas in excess of the applicable threshold must be removed to facilitate reasonable use of the site, or to eliminate hazard trees, not less than two replacement trees shall be planted for every tree removed. Replacement trees shall:

(A) Be of the same, or similar, native species as those trees removed from site;

(B) Be planted to re-establish tree clusters where they previously existed, or to enhance protected tree clusters;
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735

(C) Be planted in locations appropriate to the species' growth habitat and horticultural requirements; and

(D) Be located away from areas where damage is likely.

(viii) If any trees within canopy areas designated for retention are damaged or destroyed through the fault of the applicant, agent or successor, the applicant, their agent or successor shall restore the site pursuant to a restoration plan approved by the county.

(ix) The county may require a bond or other security in an amount not to exceed 125 percent of the merchantable timber to guarantee retention of existing trees within designated canopy areas during construction. In the event of a dispute between the landowner and the county over the established value, an assessment will be made by a professional forester or arborist whose selection will be made by mutual agreement between the county and the landowner. The fee for the services of the professional forester or arborist shall be paid by the landowner or responsible party. In the event any trees designated to be retained are removed, the county shall require that sufficient trees be re-planted to replace those previously in existence. In the event that replanting does not occur, the county may enforce upon any bond posted. Each tree removed or destroyed shall constitute a separate violation.

(e) Seasonal Clearing Activity Limitations. In the Lake Whatcom, Lake Samish and Lake Padden watersheds, clearing activity, as defined in WCC 20.97.054, that will result in exposed soils exceeding 500 square feet shall not be permitted from October 1st through May 31st; provided, that:

(i) In addition to the clearing activities exempted under WCC 20.80.733, the zoning administrator may approve an exemption to this requirement for the following activities:

(A) Routine maintenance and repair of erosion and sediment control measures;

(B) Activities located at or waterward of the ordinary high water mark subject to state, federal, and/or local (per Chapter 16.16 WCC and/or WCC Title 23) conditions of approval requiring commencement of clearing activity during the wet season, as defined in subsection (1)(a)(ii) of this section, for purposes of minimizing surface water disturbance and site inundation by high water or wave action;

(C) Activities necessary to address an emergency that presents an unanticipated and imminent threat to public health, safety or the environment that requires immediate action within a time too short to allow full compliance with this section. Upon abatement of the emergency situation, the clearing activity shall be reviewed for consistency with this chapter and may be subject to additional permit requirements; provided, that the
Exhibit B – Removal of “Lake Whatcom watershed” reference in Whatcom County Code Sections 20.71, 20.80.635, and 20.80.735

applicant shall make a reasonable attempt to contact the zoning administrator prior to the activity. When prior notice is not feasible, notification of the action shall be submitted to the zoning administrator as soon as the emergency is addressed and no later than two business days following such action. Emergency construction does not include development of new permanent protective structures where none previously existed.

(ii) To ensure compliance with subsection (2)(e) of this section, Whatcom County planning and development services shall not issue development permits requiring more than 500 square feet of land disturbance located within the Lake Whatcom, Lake Samish or Lake Padden watersheds within two weeks prior to the watershed seasonal closure on October 1st.

(iii) Soil disturbance associated with an exempt clearing activity shall be minimized to the maximum extent practicable. The zoning administrator shall have the authority to condition an exempt activity to ensure that temporary erosion and sediment control measures will be implemented.

(iv) An exemption from the seasonal land clearing requirements of this section does not grant authorization for any work to be done in a manner that does not comply with other provisions of this chapter or other applicable development regulations.

EXHIBIT C- Planning Commission Recommended definitions for WCC 20.97

Current Stormwater Manual- The Washington State Department of Ecology (WSDOE) Stormwater Management Manual for Western Washington edition that is in effect on the date that the County receives a complete application for the project, work, or activity.

Demonstrative BMPs- Those BMPs that do not otherwise qualify as presumptive.

Development stormwater- Stormwater that results from non-native vegetated areas.

Development runoff- Runoff that results from non-native vegetated areas.

Development stormwater runoff- Stormwater runoff that originates from non-native vegetated areas.

Engineered design- A design performed, and/or supervised, by a Washington State licensed professional engineer.

Forested Area – The area encompassed by the tree canopy and any native vegetation that occurs within the boundaries of the tree canopy.

Hazard Tree – Any tree that is susceptible to immediate fall due to its condition (damaged, diseased, or dead) or other factors, and which because of its location is at risk of damaging permanent physical improvements to property or causing personal injury.

Interflow- The portion of precipitation that infiltrates into the soil and moves laterally through the upper soil horizons until intercepted by a stream channel or until it returns to the surface, e.g., in a roadside ditch, a wetland, a spring, or a seep. Interflow is a function of the soil system depth, permeability, and water-holding capacity.

Land disturbing activity- Activity that results in a movement of earth or a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to clearing, grading, filling, and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered a land disturbing activity. Vegetation maintenance practices are not considered land-disturbing activity.

May- Permissive action.

Native Vegetation – Vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been
EXHIBIT C- Planning Commission Recommended definitions for WCC 20.97

expected to naturally occur on the site. Examples include trees such as Douglas Fir, Western Hemlock, Western Red Cedar, Alder, Big-leaf Maple, and Vine Maple; shrubs such as willow, elderberry, salmonberry and salal; and herbaceous plants such as sword fern, foam flower, and fire weed. (From Department of Ecology Stormwater Manual)

**Natural runoff**- Runoff that originates from native vegetated areas.

**Natural stormwater**- Stormwater that originates from native vegetated areas.

**Natural stormwater runoff**- Stormwater runoff that originates from native vegetated areas.

**Net land area disturbed**- The quantity of disturbed native vegetated land area minus the quantity of any non-native vegetated land area converted to native vegetation by a proposed project, work, or activity.

**Net new impervious surface area**- The quantity of new minus the quantity of any existing impervious surface area converted to native vegetation by a proposed project, work, or activity.

**Net new permeable pavement areas**- The quantity of new permeable pavement area minus the quantity of any existing permeable pavement area converted to native vegetation by a proposed project, work, or activity.

**Net replaced impervious surface area**- The quantity of replaced impervious surface area minus the quantity of any existing impervious surface area converted to native vegetation by a proposed project, work, or activity.

**Net replaced permeable pavement areas**- The quantity of replaced permeable pavement area minus the quantity of any existing permeable pavement area converted to native vegetation by a proposed project, work, or activity.

**Permeable pavement**- Pervious concrete, porous asphalt, permeable pavers, or other forms of pervious or porous paving material intended to allow passage of water through the pavement section. It often includes an aggregate base that provides structural support and acts as a stormwater reservoir.

**Phosphorus-mitigated**- Areas where the development stormwater runoff phosphorus loading profile does not exceed the corresponding natural stormwater runoff phosphorus loading profile.
EXHIBIT C- Planning Commission Recommended definitions for WCC 20.97

**Phosphorus neutral** - Areas where the development stormwater runoff phosphorus loading profile does not exceed the natural stormwater runoff phosphorus loading profile from that area.

**Phosphorus-unmitigated** - Areas where the development stormwater runoff phosphorus loading profile exceeds the corresponding natural stormwater runoff phosphorus loading profile.

**Presumptive BMPs** - Those BMPs that will require no additional development stormwater runoff flow control or treatment per current Stormwater Manual declaration once physically established in compliance with all current Stormwater Manual criteria.

**Replaced impervious surface** – For structures, the removal and replacement of impervious surfaces down to the foundation. For other impervious surfaces, the removal down to bare soil or base course and replacement. (From Draft-2012 DOE Stormwater Manual)

**Replaced impervious surface area** - For structures, the removal and replacement of impervious surfaces down to the foundation. For other impervious surfaces, the removal down to bare soil or base course and replacement.

**Replaced permeable pavement area** - The removal and replacement of permeable pavement areas down to bare soil or base course and replacement.

**Runoff** - The portion of precipitation that does not evaporate or naturally percolate into the ground, but flows via one or more of the following means:
- surface or overland flow,
- interflow,
- shallow ground water,
native one or more of the following:
- stormwater drainage facilities,
- defined surface waterbodies (e.g., rivers, streams, creeks, sloughs, ponds, lakes),
- springs,
- seeps,
- wetlands

**Shall** - Mandatory action.

**Should** - Recommended action, but not mandatory or required.
EXHIBIT C- Planning Commission Recommended definitions for WCC 20.97

**Stormwater**- The portion of precipitation that does not evaporate or naturally percolate into the ground, but flows via one or more of the following means:

- surface or overland flow,
- interflow,
- pipes and other features of a stormwater drainage system,
  into one or more of the following:
- defined surface waterbodies (e.g., rivers, streams, creeks, sloughs, ponds, lakes),
- constructed infiltration facilities.

**Stormwater runoff**- The portion of precipitation that does not evaporate or naturally percolate into the ground, but flows via one or more of the following means:

- surface or overland flow,
- interflow,
- shallow ground water,
- pipes and other features of a stormwater drainage system,
  into one or more of the following:
- defined surface waterbodies (e.g., rivers, streams, creeks, sloughs, ponds, lakes),
- springs,
- seeps,
- wetlands.
Exhibit D

Whatcom County Comprehensive Plan, Chapter 2: Updates to reflect the addition of the Lake Whatcom Watershed Overlay District

Policy 2DD-2: Protect the character of the rural area through the County’s development regulations. In addition to the policies of this plan that provide measures governing rural development, the following County’s key development regulations are incorporated into this plan by reference to assure that the plan contains measures to protect rural character:

C. Measures to protect critical areas and surface and groundwater resources:


4. Protect surface and ground water resources through stormwater management standards established in the County’s Development Standards per WCC 20.80.630, WCC 20.51, and 12.08.035 and referenced in the following Zoning Code provisions, adopted herein by reference:

a. 20.32.656 Drainage, Residential Rural District;
b. 20.34.659 Drainage, Rural Residential-Island District;
c. 20.36.656 Drainage, Rural District;
d. 20.37.655 Drainage, Point Roberts Transitional District;
e. 20.44.652 Drainage, Recreation and Open Space District;
f. 20.59.704 Drainage, Rural General Commercial District;
g. 20.60.655 Drainage, Neighborhood Commercial District;
h. 20.61.704 Drainage, Small Town Commercial District;
i. 20.63.654 Drainage, Tourist Commercial District;
j. 20.64.655 Drainage, Resort Commercial District;
k. 20.67.653 Drainage, General Manufacturing District;
l. 20.69.655 Drainage, Rural Industrial and Manufacturing District.

8. Limit phosphorus entering Lake Whatcom through WCC 20.51 Lake Whatcom Watershed Overlay District and Lake Whatcom and Lake Samish due to the application of commercial fertilizers to residential lawns and public properties through WCC 16.32, adopted herein by reference.
WHATCOM COUNTY COUNCIL AGENDA BILL

**TITLE OF DOCUMENT:** An Ordinance Establishing the Superior Court Fourth Judge Courtroom Renovation Project Fund and Establishing a Project Based Budget for the Project.

**ATTACHMENTS:** Ordinance & Budget Modification Requests

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

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

Requested Date: 6/18/2013

**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.)

To establish the Superior Court Fourth Judge Courtroom Renovation Project Fund and to appropriate $200,000 to fund the architect and engineering phase of the project.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
6/04/2013: Introduced

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**
ORDINANCE NO. __________

ESTABLISHING THE SUPERIOR COURT FOURTH JUDGE COURTROOM RENOVATION PROJECT FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE SUPERIOR COURT FOURTH JUDGE COURTROOM RENOVATION PROJECT

WHEREAS, the Washington State Legislature has recently approved the addition of a fourth Superior Court judge for Whatcom County, and

WHEREAS, the Courthouse needs renovations to accommodate space needs for a new courtroom and additional staff, and

WHEREAS, the initial architect and engineering phase of the project will be funded by a transfer from the General Fund;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established titled “Superior Court Fourth Judge Courtroom Renovation”. This fund shall be used to account for the expenditures and revenues for the construction of said project, and,

BE IT FURTHER ORDAINED by the Whatcom County Council that the Superior Court Fourth Judge Courtroom Renovation project is approved with an initial project budget of $200,000 as described in Exhibit A.

ADOPTED this ___ day of ____________, 2013.

ATTEST: ____________________________

Dana Brown-Davis, Council Clerk

Kathy Kershner, Chair of the Council

APPROVED AS TO FORM: ____________________________

Civil Deputy Prosecutor

Jack Louws, County Executive

Date: ____________________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

( ) Approved   ( ) Denied
Supplemental Budget Request

Administrative Services

Fund:

Cost Center:

Originator: Michael Russell

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

Name of Request: Courthouse Courtroom Renovations

Department Head Signature (Required on Hard Copy Submission):

Date: 5/21/2013

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Request Total: $0

1a. Description of request:
Programming, Pre-design, Design, Bid Specifications, and Construction Administration for the New Courtroom. This will include modifications to the South 2nd floor courtroom to convert it into a Superior Courtroom. Then a remodel of the conference room 512 and corridor into a Commissioners Courtroom. Plus a remodel of an empty space on the 5th floor for the Commissioners Chambers.

1b. Primary customers:
The citizens of Whatcom County and all of the Cities we serve.

2. Problem to be solved:
The State of Washington has approved an additional Superior Court Judge for Whatcom County. This additional Superior Court Judge will require the County to do some modifications to the Courthouse to provide the required Courtroom and ancillary space needed for the additional Superior Court Judge.

3a. Options/Advantages:
This additional Superior Court Judge and Courtroom has been a long awaited goal for the County and its citizens. The completion of this work will help to relieve the backlog of cases waiting for a Courtroom and a Superior Court Judge.

3b. Cost savings:
The cost savings will be in the ability for the county and its citizens to expedite being heard by a Superior Court Judge.

4a. Outcomes:
The outcome will be to meet the requirements that an additional Superior Court Judge will need to accomplish his/her duties. The completion of a new Courtroom and ancillary space needed for the additional Superior Court Judge.

4b. Measures:
The completion of this work will help to relieve the backlog of cases waiting for a Courtroom and a Superior Court Judge

5a. Other Departments/Agencies:
County Courts and Facilities

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

6. Funding Source:
General Fund

Tuesday, May 21, 2013
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITEL OF DOCUMENT:**

Ordinance amending WCC Title 20, zoning maps, CP & maps, related to rural zoning

**ATTACHMENTS:**

1. Proposed Ordinance, including draft amendments and Findings of Fact and Reasons for Action
2. Staff Memorandum

| SEPA review required? | (X) Yes | ( ) NO |
| SEPA review completed? | (X) 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.)

A proposed ordinance to amend the Whatcom County Comprehensive Plan Chapter Two (Land Use); Whatcom County Code Title 20 (Zoning) Chapters 20.32 Residential Rural (RR) District, 20.34 Rural Residential-Island (EI) District, 20.36 Rural (R) District, 20.37 Point Roberts Transitional Zone (tZ) District, 20.71 Water Resources Protection Overlay, 20.80 Supplementary Requirements, 20.82 Public Utilities, and 20.97 Definitions; Whatcom County Code Title 24 (Health) Chapter 24.11 Drinking Water; and to amend the Whatcom County Comprehensive Plan Map 8 (Land Use Designations) and the official zoning map in the areas generally described as Birch Bay-Lynden & Valley View, Fort Bellingham/Marietta, North Bellingham, Smith & Gaide Meridian, and Welcome.

**COMMITTEE ACTION:**

5/21/2013: Discussed in executive session
5/21/2013: Discussed, Public Hearing tonight. Schedule in special COTW on June 4 for discussion & amendments.
6/04/2013: Discussed in executive session
6/04/2013: Amended in COTW

**COUNCIL ACTION:**

5/07/2013: Introduced
5/21/2013: Referred to COTW June 4. Record held open to May 31, 2013, at 4:30 p.m.
6/04/2013: Introduced Substitute version 6-1, Weimer opposed

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
SPONSORED BY: _______
PROPOSED BY: _______
INTRODUCTION DATE: __________

ORDINANCE NO. _______

ORDINANCE AMENDING WHATCOM COUNTY ZONING CODE TITLE 20, THE OFFICIAL WHATCOM COUNTY ZONING MAP, AND THE WHATCOM COUNTY COMPREHENSIVE PLAN AND MAPS, TO IMPLEMENT CHANGES RELATING TO RURAL LAND USE PLANNING

WHEREAS, the Washington State Growth Management Act (GMA) requires Whatcom County to include a rural element in its Comprehensive Plan that governs rural development; and

WHEREAS, time is of the essence to complete the revisions of Whatcom County’s rural element due to an order of the Western Washington Growth Management Hearings Board in Futurewise v. Whatcom County, Case No. 11-2-0010c; and

WHEREAS, the recommended amendments have been considered by the Whatcom County Planning Commission, the Whatcom County Council Planning and Development Committee and the Whatcom County Council; and

WHEREAS, legal notice requirements have been met; and

WHEREAS, the County Council finds the Comprehensive Plan and zoning amendments in the interest of the public health, safety, and welfare, based on the following findings and conclusions:

FINDINGS OF FACT:

2) An addendum to the May 1, 2009 determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on April 12, 2013.

3) The proposed amendments were posted on the County website on March 11, 2013.

4) Notice that the proposal had been posted on the County website was sent to citizens, citizens groups, cities, service providers, media and other groups on the County’s e-mail list on March 11, 2013.

5) Notice of the subject amendment was submitted to the Washington State
Department of Commerce on March 11, 2013.

6) Notice of the Planning Commission hearings for the subject amendment was published in the Bellingham Herald on March 16, 2013.

7) Notice of the Planning Commission hearing for the subject amendment was posted on the County’s website on March 8, 2013.


GMA Requirements

9) The Washington Growth Management Act (GMA) requires county comprehensive plans to include a rural element that protects the county’s established rural character by containing or otherwise controlling rural development.

10) GMA (RCW 36.70A.070(5)(a)) allows counties to consider local circumstances in its rural element but requires counties to develop a written record explaining how the rural element harmonizes the planning goals in RCW 36.70A.020 and meets the requirements of RCW 36.70A. (See Conclusions 2 and 3 below).

11) GMA allows, but does not require, counties to designate “limited areas of more intensive rural development” (LAMIRDs) (RCW 36.70A.070(5)(d)) and describes three types of development patterns that may be considered LAMIRDs:

a) Type I: “Rural development consisting of the infill, development, or redevelopment of existing commercial, industrial, residential, or mixed-use areas, whether characterized as shoreline development villages, hamlets, rural activity centers, or crossroads developments...Any development or redevelopment in terms of building size, scale, use, or intensity shall be consistent with the character of the existing areas.” (RCW 36.70A.070(5)(d)(i)) In RCW 36.70A.070(5)(d)(iv), GMA states, “Existing areas are those that are clearly identifiable and contained and where there is a logical boundary delineated predominately by the built environment, but that may also include undeveloped lands as provided in this subsection.” GMA requires counties to establish logical outer boundaries for areas of more intensive rural development and describes considerations that must be addressed in establishing those boundaries Per RCW 36.70A.070(5)(d)(v), existing areas are those that existed on July 1, 1990.

b) Type II: “The intensification of development on lots containing, or new development of, small-scale recreational or tourist uses, including commercial facilities to serve those recreational or tourist uses, that rely on a rural location and setting but that do not include new residential development...” (RCW 36.70A.070(5)(d)(ii)

c) Type III: “The intensification of development on lots containing isolated nonresidential uses or new development of isolated cottage industries and isolated small-scale businesses that are not principally designed to serve the
existing and projected rural population and nonresidential uses, but do provide job opportunities for rural residents...” (RCW 36.70A.070(5)(d)(iii)

12) GMA requires that the rural element of a county comprehensive plan provide for a variety of rural densities, uses, essential public facilities, and rural governmental services needed to serve the permitted densities and uses, and allows counties to use innovative zoning techniques that will accommodate appropriate rural densities and uses that are consistent with rural character.

13) GMA requires that the rural element of a county comprehensive plan provide measures governing rural development that protect the rural character by:

a) Containing or otherwise controlling rural development;

b) Assuring visual compatibility of rural development with the surrounding rural area;

c) Reducing the inappropriate conversion of undeveloped land into sprawling, low-density development in the rural area;

d) Protecting critical areas, as provided in RCW 36.70A.060, and surface and ground water resources; and

e) Protecting against conflicts with the use of agricultural, forest, and mineral resource lands designated under RCW 36.70A.170.

14) GMA requires local governments that are required or choose to plan under GMA to utilize a process established by the Washington State Attorney General to assure that proposed regulatory or administrative actions do not result in an unconstitutional taking of private property. (RCW 36.70A.370) The Whatcom County Prosecutor’s office informed the Planning Commission and County Council of this requirement and, in accordance with Attorney General’s Advisory Memorandum, advised them regarding the proposed amendments with respect to avoiding unconstitutional taking of private property.

15) The legislature finds that to retain and enhance the job base in rural areas, rural counties must have flexibility to create opportunities for business development. Further, the legislature finds that rural counties must have the flexibility to retain existing businesses and allow them to expand. (RCW 36.70A.011)

Growth Management Hearings Board Decisions: *Futurewise vs. Whatcom County*

16) In *Futurewise v. Whatcom County and Gold Star Resorts, Inc.* (#05-2-0013 Sept. 20, 2005 Final Decision and Order), the Western Washington Growth Management Hearings Board (WWGMHB) found Whatcom County out of compliance on three issues: The policies pertaining to Small Town, Crossroads Commercial, Resort and Recreational Subdivision, Suburban Enclave, and Transportation Corridor land use designations allow the creation of more intensive areas of rural development that do not comply with RCW 36.70A.070(5)(d); The Rural Residential zones (RR-1, RR-2, RR-3), Eliza Island
(EI) zone, Rural two-acre (R-2A), and Rural Residential Island (RRI) zones allow residential densities that are not rural in the rural areas and are not in limited areas of more intensive rural development per RCW 36.70A.070(5)(d); and Urban Residential three-per-acre (UR-3) zoning in urban growth areas (except the UR-3 in Lake Whatcom watershed and the airport hazard area) failed to achieve appropriate urban densities.

17) In June, 2007 Whatcom County rezoned approximately 1,700 acres in the Ferndale and Everson UGAs to UR-4 in 2007 (Ord. 2007-030 and 2007-045) to address the urban density noncompliance issue in the September 20, 2005 Futurewise v. Whatcom County and Gold Star Resorts, Inc. decision.

18) The WWGMBH issued a finding of compliance on the urban density issue on August 30, 2007.

19) The September 20, 2005 Futurewise v. Whatcom County and Gold Star Resorts, Inc. decision relating to the land use designations and rural density issues was reversed in Whatcom County Superior Court in 2006. The Superior Court decision was, in turn, reversed by the Division I Court of Appeals in 2007, which reinstated the 2005 WWGMBH decision and ordered Whatcom County to comply with that decision (140 Wn. App. 378). In December, 2009 the Supreme Court of the State of Washington reversed the Court of Appeals’ holding that the hearings board did not improperly apply a bright line in addressing the challenge to Whatcom County’s rural densities, but affirmed the Court of Appeals’ decision that Whatcom County’s comprehensive plan did not comply with the Growth Management Act’s LAMIRD provisions. The Supreme Court remanded the rural density challenge to the Hearings Board for reconsideration without applying a bright line rule, and ordered Whatcom County to “revise its comprehensive plan to conform to the LAMIRD provision of the Growth Management Act and then apply the statutory criteria to establish appropriate areas of more intensive rural development.” (167 Wn.2d 723, 735, 222 P.3d 791)

20) In August, 2009 Whatcom County amended Whatcom County Code (WCC) Chapter 20.34 Rural Residential – Island District (one of the zones found to be out of GMA compliance in the 2005 Futurewise v. Whatcom County decision) to change the required minimum lot size from three acres to five acres (Ord. 2009-062).


22) In 2011 the Washington Supreme Court issued a ruling in Kittitas County (172 Wash.2d 144) regarding the GMA requirement that county comprehensive plans must contain measures that protect the rural character.

23) On September 9, 2011, the GMHB Order Follwoing Remand from the Supreme Court regarding the remaining rural density from case #05-2-0013 (remanded by the 2009 Supreme Court decision) found Ordinance 2011-013’s retention of rural zoning with density of one dwelling per two acres was
compliant with the GMA because it was limited to areas in which similar
densities had already been established.

24) On November 9, 2011, Whatcom County adopted Ordinance 2011-043,
making modifications to Ordinance 2011-013, including changing Rural
Residential Density Overlay provisions and restricting location of certain
commercial and industrial zoning districts.

25) The January 9, 2012 GMHB Final Decision and Order (FDO) in Futurewise et
al v. Whatcom County (#11-2-0010c) found the amendments adopted under
Ordinance 2011-013 out of compliance with respect to several issues involving
Comprehensive Plan policies, LAMIRD boundaries and development regulations,
and found invalidity on some of those issues.

26) The January 4, 2013 GMHB Compliance Order in Futurewise et al v. Whatcom
County (#11-2-0010c) found some amendments adopted under Ordinance
2012-032 out of compliance with respect to several issues involving
Comprehensive Plan policies, LAMIRD boundaries and development regulations,
and found invalidity on some of those issues.

27) The January 4, 2013 GMHB Compliance Order in Futurewise et al v. Whatcom
County (#11-2-0010c) found the population monitoring requirements of Policy
2DD-1 adopted by Ordinance 2012-032 does not create an internal
inconsistency which violates GMA and is a “measure to contain and control rural
development” that complies with GMA.

28) The January 4, 2013 GMHB Compliance Order in Futurewise et al v. Whatcom
County (#11-2-0010c) found the establishment of Rural Neighborhoods by
Ordinance 2012-032, based on 2011 development patterns of established higher
rural densities, is compliant with GMA. However, the order found the boundaries
of the Fort Bellingham/Marietta, North Bellingham, and Welcome Rural
Neighborhoods create an internal inconsistency because of the number of large
lots included within those boundaries.

Other Relevant Growth Management Hearings Board Decisions

29) Regarding the term “built environment,” the built environment includes those
facilities which are manmade, whether they are above or below ground, and the
built environment must predominate within a LAMIRD, though it may include
limited undeveloped lands. (Anacortes vs. Skagit County, Case No. 00-2-0049c,
Final Decision and Order, February 6, 2001)

30) The WWGMHB found that RCW 36.70A.115 does not impose an obligation on
counties to conduct a needs and capacity analysis for areas outside the UGAs
and that provision does not require a rural lands analysis but instead merely
requires the County to ensure sufficient capacity of land for development to
accommodate the growth allocated in the County’s countywide planning policies.
(Friends of Skagit County vs. Skagit County, Case No. 07-2-0025c, Final
Decision and Order, pp-43-43, May 12, 2008)

31) The WWGMHB found the uses a county allows within LAMIRDS designated per
RCW 36.70A.070(5)(d)(i) must be consistent with (though not necessarily the
same as) the uses as of July 1, 1990, and allowance of a broader range of uses as conditional uses is not compliant with GMA. *(Dry Creek Coalition and Futurewise vs. Clallam County, Case No. 07-2-0018c, Final Decision and Order, April 23, 2008)*

32) The WWGMHB found Clallam County's Rural Neighborhood Conservation (NC) Overlay (Clallam County Code 33-10-015), which permits rural densities outside LAMIRDS greater than one dwelling per five acres based on a calculation of the density of developed lots within 500 feet of a property, to be compliant with the Growth Management Act. The Board stated, "Because infill allowed by the NC overlay is limited to neighborhoods that have already been substantially developed, this will not lead to the 'inappropriate conversion of undeveloped lands into sprawling, low-density development...'", a reference to Goal 2 of the GMA. *(Dry Creek Coalition and Futurewise v. Clallam County, WWGMHB No. 07-2-0018c, Compliance Order, November 3, 2009, p.10)*

33) The Washington State Supreme Court has held that a growth management hearings board cannot base its evaluation of a county's permitted rural densities on a "bright line" rural density of one dwelling per five acres. *(Thurston County vs. Western Washington Growth Management Hearings Board, 164 Wn.2d 329, 190 P.3d 38, 2008; and Gold Star Resorts vs. Futurewise and Whatcom County, 167 Wn.2d 723, 735, 222 P.3d 791, December 17, 2009)*

34) The WWGMHB found Whatcom County used appropriate Type I LAMIRD criteria to revise its comprehensive plan designation boundary in the Lake Samish area. *(Leenstra vs. Whatcom County, WWGMHB Case No. 03-2-0011, Final Decision and Order, September 26, 2003)*

35) The WWGMHB found Jefferson County was not clearly erroneous when it designated a LAMIRD adjacent to an urban growth area where the City of Port Townsend had decided it was inappropriate to expand its urban growth area. *(People for a Liveable Community, Jim Lindsay, et al. vs. Jefferson County, WWGMHB Case No. 03-2-0009c, Final Decision and Order, August 22, 2003)*

36) The WWGMHB found that the use of the term "or" rather than "and" in RCW 36.70A.070(d)(i)(C) "appears to indicate a Legislative determination that the factors of building size, scale, use, or intensity are ones that may be considered in determining the character of the existing area, but that development is not required to meet every one of those parameters. If the Legislature had intended to use the word 'and' in the statute, they would have done so." *(Dry Creek Coalition vs. Clallam County, WWGMHB Case No. 08-2-0033, Final Decision and Order, June 12, 2009, p.8)*

**Whatcom County Policy and Requirements**

37) WCC 2.160.080 requires that, in order to approve the proposed comprehensive plan amendments the Planning Commission and County Council must find all of the following:
a) The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

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

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

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

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

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

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

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

38) Whatcom County’s County-wide Planning Policies include policies related to rural lands:

a) County-wide Planning Policy B.1 states, “The county shall work with citizens to define a variety of types of rural areas based on the characteristics and needs of different areas.”

b) County-wide Planning Policy B.2 states, “The county shall discourage urban level development outside Urban Growth Areas and outside of areas currently characterized by a development threshold greater than a rural development density.”

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

d) County-wide Planning Policies P.1 and P.2 reflect GMA Planning Goal (6) (RCW 36.70A.020(6)), which states private property shall not be taken for public uses without just compensation, and Whatcom County Charter Section 1.11, which states no regulation or ordinance shall be drafted and adopted without consideration of and provisions for compensation to those unduly burdened.

Public Participation

39) Whatcom County’s County-wide Planning Policies include policies related to citizen involvement:

a) County-wide Planning Policy A.2 states, “The county and the cities shall provide opportunities for citizens to become involved in the growth management planning process through various mechanisms, such as surveys, public workshops, meetings, hearings, and advisory committees.”

b) County-wide Planning Policy A.4 states, “Citizen comments and viewpoints shall be incorporated into the decision-making process in development of draft plans and regulations. Consideration of citizen comments shall be evident in the decision-making process.”

40) Whatcom County’s Rural Element update process has provided extensive citizen participation opportunities since it began in late 2008. The Whatcom County Planning Commission held open work sessions on the most recent set of proposed amendments on March 14, March 28, April 11, and April 25, 2013 and held a public hearing on March 28, 2013. The County Council held open work sessions on May 21 and June 4, 2013, and held a public hearing on May 21, 2013. Since publication of the first draft amendments on March 11, 2013, the most current draft amendments have been continuously posted on the County’s web site, as have all documents presented to the Planning Commission and all written public comments. Whatcom County Planning and Development Services has sent e-mail notifications to interested parties regarding upcoming events and posted drafts on January 7, January 25, March 7, March 11, March 28, April 1, April 5, April 29, May 7, May 17, and May 22, 2013.

CONCLUSIONS:

1) The proposed amendments are consistent with the goals and requirements of the Washington Growth Management Act (GMA) and are in the public interest, and the proposed amendments to Whatcom County Code and the Official Zoning Maps are consistent with the Comprehensive Plan.

2) The rural element of the Comprehensive Plan harmonizes the GMA planning goals in RCW 36.70A.020.
   a. Urban growth. Comprehensive Plan Policy 2DD-1 encourages development in urban areas by concentrating growth in urban areas per the adopted population projections and monitoring rural growth and taking actions as
necessary to keep rural growth consistent with adopted projections. The proposed amendments do not affect this policy.

b. Reduce sprawl. Proposed Comprehensive Plan Policy 2DD-8 and policies guiding growth within rural land use designations (under Goals 2GG, 2JJ, 2KK, 2LL) reduce the inappropriate conversion of undeveloped land into sprawling, low density development in the rural area through use of LAMIRDs with clearly defined boundaries and criteria for creating or changing those boundaries consistent with RCW 36.70A.070(5)(d). Policies 2MM-1 and 2 control and contain areas of higher rural densities. The proposed amendments do not affect these policies.

c. Transportation. Comprehensive Plan Policy 2DD-1, which encourages growth in urban areas and keeps rural growth consistent with adopted projections, is consistent with effective planning of efficient countywide multimodal transportation systems. Policies 2FF-1, 2FF-2, 2FF-4 and the text describing rural character and lifestyle support rural employment opportunities, which can reduce vehicle trips from rural to urban areas. The proposed amendments do not affect these policies.

d. Housing. Comprehensive Plan Policies 2GG-2 and 2GG-3, in conjunction with the development regulations in WCC 20.32 Residential Rural District and 20.36 Rural District, allows for residential development at a variety of densities appropriate to established rural character and development patterns. The proposed amendments change Policy 2GG-3 to restrict rezones from R10A zoning in order to better ensure a variety of rural densities.

e. Economic development. Comprehensive Plan Policies 2DD-8, 2DD-9, 2EE-8, 2FF-1, 2FF-2, 2FF-3, 2FF-4, and 2JJ-5 support retention and expansion of existing businesses in rural areas within the capacity of natural resources and appropriate levels of rural services. The proposed amendments do not affect these policies.

f. Property rights. Neither the rural element nor the process leading to its adoption has taken private property for public use without just compensation or involved arbitrary and discriminatory actions. On March 28, 2013 the Planning Commission was briefed on the Attorney General’s Advisory Memorandum on Avoiding Unconstitutional Takings of Private Property, and on May 21, 2013 the County Council was briefed on the memorandum, per RCW 36.70A.370.

g. Permits. Nothing in the rural element prevents permit applications from being processed in a timely and fair manner.

h. Natural resource industries. Comprehensive Plan Policy 2FF-2 and development regulations in WCC 20.69 Rural Industrial/Manufacturing District support resource-based industries. Policies 2DD-2.D, 2FF-3, 2GG-4 support minimizing conflicts with resource uses. The proposed amendments do not affect these policies.

provide measures to assure visual compatibility with surrounding rural areas, reserve open space through lot clustering, and to protect wildlife habitat and water resources. The proposed amendments to the lot clustering provisions of WCC chapters 20.32, 20.34, and 20.36, and the definitions of “reserve area” and “reserve tract” (WCC 20.97.344 and .345) provide enforceable standards and prohibit residential development of reserve areas while in the Rural designation.

j. Environment. Policy 2DD-2.C, which adopts by reference various development regulations, provides measures to protect critical areas and surface and ground water resources. The proposed amendments do not affect this policy.

k. Citizen participation and coordination. Throughout the process to develop and adopt amendments to the rural element, citizens and local jurisdictions have been kept informed and invited to participate through use of e-mail and internet.

l. Public facilities and services. Policy 2DD-2.A.4, which adopts by reference WCC 20.80.212 Concurrency, ensures that no subdivision, commercial development or conditional uses be approved without a written finding that service providers have adequate capacity to serve the development and that no County facilities will be reduced below applicable levels of service as a result of the development. The proposed amendments do not affect this policy.

m. Historic preservation. Policy 2DD-7 supports maintaining the historic character and cultural roles of each rural area and community. The proposed amendments do not affect this policy.

3) The rural element of the Comprehensive Plan and the county development regulations, as amended, meet the requirements of the Growth Management Act, RCW 36.70A.

   a. The rural element includes measures that protect the rural character per RCW 36.70A.070(5)(c) in Policies 2DD-1, 2DD-2, 2GG-2, 2GG-3, and 2MM-1-4. The proposed amendments change the boundaries of the Fort Bellingham/Marietta, North Bellingham, and Welcome Rural Neighborhoods so that they are consistent with the policies under Goal 2MM, and amend Comprehensive Plan descriptions of Rural Neighborhoods pertaining to Goal 2MM so that the intention to designate Rural Neighborhoods based on higher rural densities is clear.

   b. The rural element provides for limited areas of more intensive rural development, limited per the requirements of RCW 36.70A.070(5)(d), in policies 2HH-1 through 3, 2JJ-1 through 8, 2KK-1 and 2, and 2LL-1-4. The proposed amendments do not affect these policies.

   c. The rural element contains a description of rural character and lifestyle that considers local circumstances as permitted in RCW 36.70A.070(5)(a), and contains the GMA definition of rural character per RCW 36.70A.030(15). The proposed amendments do not affect that
description.

d. Policies 2DD-8, 2DD-9, 2EE-8, 2FF-1, 2FF-2, 2FF-4, and 2JJ-5 support retention and expansion of existing businesses in rural areas, as supported by RCW 36.70A.011. The proposed amendments do not affect these policies.

e. Comprehensive Plan policies describing rural land use designations and rural services (under Goals 2EE, 2GG, 2JJ, 2KK, 2LL, and 2MM), and the development regulations that implement those policies, are consistent with RCW 36.70A.070(5)(b), which requires the rural element to provide for a variety of rural densities, uses, essential public facilities and rural governmental services. The proposed amendments change Policy 2GG-3 to restrict rezones from R10A zoning in order to better ensure a variety of rural densities.

f. Policies 2DD-2.A.2, 2DD-2.A.3, 2DD-5, 2DD-6, 2GG-6, and 2MM-2 support innovative techniques, consistent with RCW 36.70A.070(5)(b). The proposed amendments amend the lot clustering provisions referenced in Policy 2DD-2.A.2 to provide enforceable standards and to prohibit residential development in reserve areas.

g. The County has evaluated the Comprehensive Plan and development regulation amendments to ensure that they do not result in an unconstitutional taking of private property, per RCW 36.70A.370. On March 28, 2013 the Planning Commission was briefed on the Attorney General’s Advisory Memorandum on Avoiding Unconstitutional Takings of Private Property, and on May 21, 2013 the County Council was briefed on the memorandum, per RCW 36.70A.370.

4) The amendments to the rural element of the Comprehensive Plan and the county development regulation resolve the noncompliance and invalidity findings of the January 4, 2013 GMHB Compliance Order in Futurewise et al v. Whatcom County (#11-2-0010c):

a. Variety of Rural Densities: Comprehensive Plan Policy 2GG-3 restricts rezonings from R10A to districts allowing higher densities based on specific criteria, thus ensuring a variety of rural densities similar to that which already exists. PDS staff estimates that about 40 R10A parcels, or about 1,500 acres would be eligible for rezoning under this policy, resulting in at least 20.6% of the rural lands remaining R-10A even if all the eligible parcels were rezoned. PDS estimated that 21.8% of the rural lands were zoned R10A with the adoption of Ordinance 2012-032.

b. Lot Clustering: Amendments to WCC Title 20 revise rural lot clustering provisions to provide enforceable criteria and to prohibit residential development within reserve areas while in the Rural designation. WCC 20.32.315, 20.34.315, and 20.36.315 require that an easement on the subdivision plat shall establish a reserve area per the definition in WCC 20.97.344 that is protected in perpetuity so long as it is not within an urban growth area. This establishes an agreement between the owner and the County that is enforceable by the County. In the cluster design
standards of WCC 20.32.310, 20.34.310, and 20.36.310, terms such as "should" and "where practical" have been replaced with terms that can be more effectively enforced. Reduction of required reserve area percentages in the Rural (R) zone allows for flexibility of lot configuration similar to existing conditions, without allowing residential development of reserve areas. Reserve area percentages are not reduced in Agricultural Protection Overlay areas, maintaining protection for agricultural uses in the rural areas.

c. Rural Neighborhoods: Amended boundaries of the Fort Bellingham/Marietta, North Bellingham, and Welcome Rural Neighborhoods, along with the amendments to the zoning maps, exclude several larger parcels in order to be more consistent with the 2011 development pattern of higher rural densities.

d. Water Lines: The amendments to WCC 20.82.030 and 20.97.452 clarify that urban-scale water service cannot be extended into rural areas by adding a definition of "transmission line" based on the definition in WAC 246-290-010(257), and by amending wording in the Health Code, WCC 20.11.050(C) which implied that service connections could be made to transmission lines.

5) The County and property owners in affected areas have appealed several issues on which the Board found the County out of compliance in its January 4, 2013 order. With the adoption of this ordinance, the County has opted not to take action on these issues on appeal and, at the present time, does not intend to take action until they are reviewed by the courts.

6) The subject comprehensive plan amendment complies with the approval criteria of WCC 2.160.080, which requires that the County must find the following criteria, are satisfied in order to approve the proposed comprehensive plan amendment.

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

      i. Growth Management Act

      The amendments are consistent with the Growth Management Act as described in Conclusions 3 and 4, above.

      ii. County-Wide Planning Policies

      County-wide Planning Policy B.1 states, "The county shall work with citizens to define a variety of types of rural areas based on the characteristics and needs of different areas." Beginning in November of 2008, Whatcom County has engaged the public in the development of the rural element amendments through public meetings, e-mail, and
the County’s web site. The proposed amendment to WCCP Policy 2GG-3 ensures a variety of rural densities by restricting rezoning from R10A to districts that allow higher density.

County-wide Planning Policy B.2 states, “The county shall discourage urban level development outside Urban Growth Areas and outside of areas currently characterized by a development threshold greater than a rural development density.” The proposed amendments retain requirements that higher rural densities be contained in designated LAMIRDs and Rural Neighborhoods, per WCCP Policy 2GG-2, and remove land from the Fort Bellingham/Marietta, North Bellingham, and Welcome Rural Neighborhoods.

County-wide Planning Policies P.1 and P.2 reflect GMA Planning Goal (6) (RCW 36.70A.020(6), which states private property shall not be taken for public uses without just compensation, and Whatcom County Charter Section 1.11, which states no regulation or ordinance shall be drafted and adopted without consideration of and provisions for compensation to those unduly burdened. The Comprehensive Plan amendments do not result in a taking of private property for public use without compensation. On March 28, 2013 the Whatcom County Prosecuting Attorney’s office advised the Planning Commission on the Attorney General’s Advisory Memorandum on Avoiding Unconstitutional Takings of Private Property, per RCW 36.70A.370.

iii) Whatcom County Comprehensive Plan

Proposed amendments to the Zoning Code regarding lot clustering and water line extension are consistent with WCCP Policies 2GG-6 and 2EE-4, respectively. Changes to Rural Neighborhood boundaries are consistent with the criteria provided under WCCP Goal 2MM.

iv) Interlocal Agreements

The interlocal agreements between Whatcom County and the cities require coordination on adopting population projections and reviewing UGAs. The amendments do not adopt new population projections without City-County coordination.

b. Further studies made or accepted by the department of planning and development services indicate changed conditions that show need for the comprehensive plan amendment.

The need for this Comprehensive Plan amendment and accompanying Zoning Code and Zoning Map amendments is generated by the Growth Management Hearings Board’s January 4, 2013 Compliance Order.
c. The public interest will be served by approving the comprehensive plan amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:

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.

The proposed amendments either retain existing zoning intensities and densities or reduce them in rural Whatcom County.

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.

No amendments are proposed that increase densities or intensity of uses or increase the demand for services and facilities beyond levels needed to serve development under existing zoning.

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

No amendments are proposed that increase adverse impacts on designated resource lands.

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

WCC 20.97.186 defines "illegal spot zoning" as "a zoning action by which a smaller area is singled out of a larger area or district and specially zoned for a use classification totally different from, and inconsistent with, the classification of surrounding land and not in accordance with the Comprehensive Plan. Spot zoning is zoning for private gain designed to favor of benefit a particular individual or group and not the welfare of the community as a whole."

Rezonings proposed under these amendments apply to areas, or to lots identified by the Growth Management Hearings Board as not meeting GMA requirements for inclusion in a LAMIRD, and therefore none meet this definition of spot zoning.

e. Urban growth area amendments that propose the expansion of an urban growth area boundary shall be required to acquire development rights from a designated TDR sending area, unless one of the exceptions set forth in WCC 2.160.080(A)(5) applies to the amendment.
No urban growth area amendments are proposed.

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

Section 1. The Whatcom County Comprehensive Plan is hereby amended as shown in Exhibit A.

Section 2. The Whatcom County Official Zoning Code is hereby amended as shown in Exhibit B.

Section 3. The Whatcom County Official Zoning Map is hereby amended as shown in Exhibit C.

Section 4. 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.

APPROVED as to form:

( ) Approved ( ) Denied

Date:

___ Dana Brown-Davis, Council Clerk

___ Kathy Kershner, Council Chair

___ Civil Deputy Prosecutor

___ Jack Louws, Executive

ADMITTED this ____ day of ____________________ 2013.

ATTEST:

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON
RURAL LANDS – INTRODUCTION

Rural Character and Lifestyle

Rural Whatcom County is the portion of the County not planned for either urban or resource use and its character differs from that of the County's urban and resource areas. While agriculture and forestry are practiced in the rural areas, it is generally on a smaller scale than in the resource areas that are set aside specifically for those purposes. The rural areas provide an important buffer between urban areas and resource lands, and the character of the rural areas is differentiated from the urban areas by less intensive uses and densities, and greater predominance of vegetation, wildlife habitat, and open space.

Small unincorporated communities have existed in the rural areas for many decades but have not become urban centers. Land uses in these communities are more intensive than those in the surrounding rural areas, and provide rural residents places to shop, eat, play, etc, and access public services such as schools, libraries, and post offices without having to travel to cities. The businesses in these communities are important contributors to the economy of Whatcom County. Even outside these settlements, residents of the rural areas have established home occupations, cottage industries, and small-scale businesses that are an important part of the County's traditional rural economy.

Historically, rural Whatcom County has been a place of great variety. Residential densities vary greatly from homes on 10 or 20 acre lots to lots smaller than one acre in the rural communities and neighborhoods that have been established over the years. The scale and intensity of rural businesses varies from the home occupations, cottage industries, and resource-based industries to the more intensive commercial and manufacturing uses, though the County's largest commercial and industrial uses have been established in the urban areas.

Whatcom County's rural lifestyle is one where residents enjoy views of a green landscape dotted by homes and barns, and have an appreciation for clean water and air. Residents can work and shop in small rural communities, or earn a living on their own rural lands, but these enterprises do not detract from the overall sense of openness and predominance of the landscape in the rural area. Rural Whatcom County has long been a place to raise children with the values of hard work and responsible stewardship of the land, and where residents can grow food and livestock for themselves or for market. While rural property owners do not expect to be provided with urban-level
services, they enjoy a quality of life and sense of self-sufficiency not ordinarily found in the urban areas.

In the rural element of this chapter, Whatcom County establishes policy consistent with the findings of the legislature and with the above vision of rural character and lifestyle that will:

- Help preserve rural-based economies and tradition lifestyles,
- Encourage the economic prosperity of rural residents
- Foster opportunities for small-scale, rural-based employment and self employment,
- Permit the operation of rural-based agriculture, commercial, recreational, and tourist businesses that are consistent with existing and planned land use patterns,
- Be compatible with the use of the land by wildlife and for fish and wildlife habitat,
- Foster the private stewardship of the land and preservation of open space, and
- Enhance the rural sense of community and quality of life.

GOAL 2DD: Retain the character and lifestyle of rural Whatcom County.

Policy 2DD-1: Concentrate growth in urban areas per the population projections in Chapter 1 of this plan, and recognize rural lands as an important transition area between urban areas and resource areas. By February 1 of each year the department will publish a report that monitors residential development activity outside the urban growth areas during the previous year and compares that data with the adopted population growth projection for those areas. If it is apparent that growth occurring outside the urban growth areas is inconsistent with adopted projections, the County shall take action to address the discrepancy. Actions may include changing the allocation of the projected population growth during the comprehensive plan update required per RCW 36.70A.130(1), or changing development regulations to limit growth outside the urban growth areas. In addition, as the County and cities review the capacity for growth in the urban growth areas, the county should coordinate with the cities to ensure that policies are in place that are consistent with encouraging growth in the urban areas and reducing demand for development in rural areas.

Policy 2DD-2: Protect the character of the rural area through the County’s development regulations. In addition to the policies of this plan that provide measures governing rural development, the following County’s key development regulations are incorporated into this plan by reference to assure that the plan contains measures to protect rural character:
A. Measures to contain or otherwise control rural development and reduce the inappropriate conversion of undeveloped land into sprawling, low-density development:

1. Limit the expansion of areas of more intensive development and higher rural densities through Policies 2A-8, 2A-9, 2DD-1, 2DD-8, 2GG-2, 2GG-3, 2JJ-1 through 8, 2KK 1 and 2, 2LL-1 through 4, and 2MM-1 through 4 of this plan.

2. Provide options to reserve areas of land suitable for agriculture, forestry, or open space through lots clustering in the following Zoning Code provisions, adopted herein by reference:
   a. WCC 20.32.305, .310, and .320, Lot clustering, Residential Rural District;
   b. WCC 20.34.305, .310, and .320, Lot clustering, Rural Residential Island District;
   c. WCC 20.36.305, .310, and .320, Lot clustering, Rural District;

3. Prohibit short subdivisions outside of urban growth areas and limited areas of more intensive rural development that would require extension of public sewer except for health or safety reasons through the following Whatcom County Land Division regulations adopted herein by reference:
   a. WCC 21.04.090, Sewage Disposal, Short Subdivisions
   b. WCC 21.05.090 Sewage Disposal, Preliminary Long Subdivisions

B. Measures to assure visual compatibility of rural development with the surrounding rural area:

1. Ensure that the visual landscapes traditionally found in rural areas and communities are preserved through limitations on structural coverage of lots in the following Zoning Code provisions, adopted herein by reference:
   a. WCC 20.32.450 Lot coverage, Residential Rural District;
   b. WCC 20.36.450 Lot coverage, Rural District.

2. Require that lots developed under the lot clustering option be designed and located to be compatible with valuable or unique natural features as well as physical constraints of
the site through standards provided in the following Zoning Code provisions, adopted herein by reference:

a. WCC 20.32.310 Lot clustering design standards, Residential Rural District;

b. WCC 20.34.310 Lot clustering design standards, Rural Residential-Island District;

c. WCC 20.36.310 Lot clustering design standards, Rural District;


3. Protect the aesthetic assets of the rural areas and soften the impact of structures through landscape buffers and setback requirements provided in the following Zoning Code provisions, adopted herein by reference:

a. WCC 20.80.200 Setback requirements;

b. WCC 20.80.300 Landscaping.

4. In the Point Roberts Rural Community, regulate visual aspects of development through the standards in the following Zoning Code provisions, adopted herein by reference:

a. WCC 20.72.350 Building setbacks-buffer areas, Point Roberts Special District;

b. WCC 20.72.651 Facility design, Point Roberts Special District;

c. WCC 20.72.653 Tree canopy retention, Point Roberts Special District;

d. WCC 20.72.654 Site design/view corridors, Point Roberts Special District.

C. Measures to protect critical areas and surface and groundwater resources:

1. Protect the functions and values of critical areas (geologically hazardous areas, frequently flooded areas, critical aquifer recharge areas, wetlands, and habitat conservation areas) and the ecological processes that sustain them, through WCC 16.16 Critical Areas provisions, adopted herein by reference.
2. Minimize the adverse effects of discharges from on-site sewage systems on ground and surface waters through WCC 24.05, adopted herein by reference.

3. Preserve and protect unique and important water resources through development standards in WCC 20.71 Water Resource Protection Overlay District, adopted herein by reference:

4. Protect surface and ground water resources through stormwater management standards established in the County’s Development Standards per WCC 20.80.630 and 12.08.035 and referenced in the following Zoning Code provisions, adopted herein by reference:
   a. 20.32.656 Drainage, Residential Rural District;
   b. 20.34.659 Drainage, Rural Residential-Island District;
   c. 20.36.656 Drainage, Rural District;
   d. 20.37.655 Drainage, Point Roberts Transitional District;
   e. 20.44.652 Drainage, Recreation and Open Space District;
   f. 20.59.704 Drainage, Rural General Commercial District;
   g. 20.60.655 Drainage, Neighborhood Commercial District;
   h. 20.61.704 Drainage, Small Town Commercial District;
   i. 20.63.654 Drainage, Tourist Commercial District;
   j. 20.64.655 Drainage, Resort Commercial District;
   k. 20.67.853 Drainage, General Manufacturing District;
   l. 20.69.655 Drainage, Rural Industrial and Manufacturing District.

5. Assure that subdivisions meet requirements for critical areas, shoreline management, and stormwater management through the standards in the following Whatcom County Land Division regulations, adopted herein by reference:
   a. WCC 21.04.034 Application Procedures, Short Subdivisions
   b. WCC 21.05.037 Hearing Examiner Notice Hearing and Decision, Preliminary Long Subdivisions
6. Limit water withdrawals resulting from land division through the standards in the following Whatcom County Land Division regulations, adopted herein by reference:
   a. WCC 21.04.090 Water supply, Short Subdivisions
   b. WCC 21.05.080 Water supply, Preliminary Long Subdivisions

7. Regulate groundwater withdrawals by requiring purveyors of public water systems and private water system applicants to comply with Washington State Department of Ecology ground water requirements per WCC 24.11.050, adopted herein by reference.

8. Limit phosphorus entering Lake Whatcom and Lake Samish due to the application of commercial fertilizers to residential lawns and public properties through WCC 16.32, adopted herein by reference.

9. Protect vital drinking water, sensitive habitats, and recreational resources within the Department of Ecology’s designated Western Washington Phase II Municipal Stormwater Permit area and the Lake Whatcom watershed by prohibiting illicit discharges to the county’s stormwater collection system through WCC 16.36 Illicit Discharge Detection and Elimination Program, adopted herein by reference.

D. Measures to protect against conflicts with the use of agricultural, forest, and mineral resource lands:

1. Ensure separation of new residences from agricultural and forestry uses through setback requirements in the following Zoning Code provisions, adopted herein by reference:
   a. WCC 20.80.255 Agricultural District, Supplementary Requirements;
   b. WCC 20.80.256 Forestry districts, Supplementary Requirements;
   c. WCC 20.80.258 All districts, Supplementary Requirements.

2. Ensure separation of businesses from agricultural uses through setback requirements in the following Zoning Code provisions, adopted herein by reference:
   a. WCC 20.59.600 Buffer area, Rural General Commercial District;
b. WCC 20.60.550 Buffer area, Neighborhood Commercial District;

c. WCC 20.61.600 Buffer area, Small Town Commercial District;

d. WCC 20.63.600 Buffer area, Tourist Commercial District;

e. WCC 20.64.550 Buffer area, Resort Commercial District;

f. WCC 20.67.550 Buffer area, General Manufacturing District;

g. WCC 20.69.550 Buffer area, Rural Industrial and Manufacturing District.

3. Require that all discretionary project permits within one half mile of areas designated in this plan as Rural, Agriculture, Commercial Forestry, or Rural Forestry, or within 300 feet of areas designated as Mineral Resource Lands, be subject to disclosure practices in the in the following Whatcom County Code provisions, adopted herein by reference:

a. WCC 20.40.662 Use of Natural Resources, Agriculture District;

b. WCC 20.42.652 Use of Natural Resources, Rural Forestry District;

c. WCC 20.43.662 Use of Natural Resources, Commercial Forestry District;

d. WCC 20.14.02 Right to Farm;

e. WCC 20.14.04 Right to Practice Forestry;


RURAL LANDS – LAND USE

Rural Designation

Lands outside the County’s urban and resource areas include a variety of uses and densities. Traditionally, Whatcom County’s rural areas have been characterized by a spectrum of uses ranging from farms and large-lot residential areas to recreational communities and small towns. The more intensive uses in that spectrum
Exhibit A: Comprehensive Plan Amendments
June 4, 2013

(commercial/industrial areas and residential areas with densities greater than one unit per five acres) are contained within the boundaries of Rural Community, Rural Tourism, or Rural Business designations (LAMIRDs) and Rural Residential Overlays.Neighborhood designations.

The remainder of the rural areas are designated Rural and contain traditional rural residential and farm uses as well as small home-based and conditionally-permitted businesses. The rural character of the lands designated as Rural should not be compromised by the encroachment of more intensive development. Commercial and industrial uses in the rural areas not contained within a Rural Community designation must meet GMA criteria for small-scale tourism or isolated business uses (RCW 36.70A.070(5)(d)(ii) and (iii).

Portions of the rural area that historically contain larger lots have been zoned for densities of one dwelling per ten acres. These areas provide for a variety of densities important to the rural character and shall be retained. Rezones from R10A to allow higher densities are limited to those R10A areas that are adjacent to established higher densities.

Goal 2GG: Designate Rural areas to contain a variety of uses and densities while retaining their traditional rural character.

Policy 2GG-1: Provide a variety of residential choices at rural densities which are compatible with the character of each of the rural areas.

Policy 2GG-2: The Rural designation includes areas of traditional rural uses and gross residential densities at or below one unit per five acres. To reduce the inappropriate conversion of undeveloped land into sprawling, low density development in the rural area, more intensive development shall be contained within Rural Community, Rural Tourism, or Rural Business designations, which are limited areas of more intensive rural development (LAMIRDs), and predominantly residential areas with established densities greater than one unit per five acres shall be contained in Rural Neighborhood designations.

Policy 2GG-3: Uses and densities within the Rural designation should reflect established rural character. Rezones within the Rural designation should be consistent with the established rural character and densities. Land in the general area of the proposed rezone, Land in the R10A district may be rezoned to a rural zone that allows a higher density only if:

A. Residential density (the average size of parcels that contained a residence as of January 1, 2013) within 500 feet of the area to be rezoned is less than 7.5 acres.

B. The proposed rezoning area is not in a designated urban growth area reserve, and
C. The proposed rezoning area is not within an area designated as a rural study area in the 2007 Rural Land Study accepted by the County in Resolution 2009-040.

Policy 2GG-4: Minimize potential conflicts of rural residential development near designated natural resource lands to prevent adverse impacts on resource land uses.

Policy 2GG-5: Provide landowners with incentives and options to develop their property at densities that may be less than the underlying zone, when necessary to protect critical areas and high-value resource lands.

Policy 2GG-6: Ensure that flexible development patterns such as cluster subdivisions effectively preserve open space and agricultural land and do not create the need for more intensive rural services.

Policy 2GG-7: Development within Rural designations shall be consistent with rural character as described in this chapter.

Rural Neighborhoods

The GMA does not set a maximum allowed residential density for rural areas. A large majority of the lands designated as Rural are zoned for one residence per five or ten acres, however, a small proportion has been developed under a zoning that allows densities greater than one dwelling per five acres where public water service is available. These areas have their own unique rural character (as compared with the higher densities contained within LAMIRDs) and they serve to provide a needed variety of rural densities. However, it is important to maintain the character of the more traditional rural areas and prevent expansion of these areas of higher rural densities beyond their traditional limits.

This plan recognizes the unique qualities of these established Rural Neighborhoods and contains them within boundaries that reflect the extent of these areas in 2011. Unlike the Rural Communities, these areas are not LAMIRDs.

GOAL 2MM: Designate Rural Neighborhoods to recognize and contain rural areas that have been established with predominantly residential uses with higher densities than surrounding rural areas.

Policy 2MM-1 Areas zoned for densities greater than one dwelling per five acres shall be contained within Rural Neighborhood boundaries. Rural Neighborhood boundaries shall not be expanded beyond those established in 2012, which were drawn to include areas that were developed at higher rural densities in 2011.
Policy 2MM-2
In the Whatcom County Code, the Rural and Rural Residential zoning districts may include Rural Residential Density Overlays that may be applied to areas within the Rural Neighborhood designation where higher density rural residential development has already occurred. The overlay should allow for infill development with lot sizes consistent with those of surrounding lots, where public water service is available. The overlay shall limit eligibility of lots based on the percentage of surrounding lots that were developed in 2011, and shall establish a maximum density that may be achieved using the overlay. The Rural Residential Density Overlays shall not be created or expanded outside of Rural Neighborhoods or into areas where higher density rural development has not occurred; such expansion is not consistent with maintaining the traditional character of the surrounding rural areas.

Policy 2MM-3
Rural Neighborhoods are designated adjacent to Urban Growth Areas only in areas where developed densities exceeded one dwelling per 2.5 acres in 2011, and there is little potential for efficient urban development in the future.

Policy 2MM-4
Urban governmental services shall not be extended into a Rural Neighborhood unless such extensions are shown to be necessary to protect basic public health and safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development.
WCC TITLE 20 ZONING.

20.32 Residential Rural (RR) District

20.32.253 Maximum density and minimum lot size.
The following districts with their associated lot sizes as indicated below, are only allowed within Rural Neighborhoods and Rural Communities, as outlined-described in the Comprehensive Plan: RR-2A, RR-1, RR-2, RR-3. The RR-5A and RR-10A districts are allowed throughout in the rural areas; the Comprehensive Plan contains policies regarding application of these districts within the Residential Rural Designation. For boundary line adjustments on lots not conforming to minimum lot sizes in this zoning district, lot size averaging may be used by calculating the average lot size of legal lots of record within 500 feet of the outside perimeter of the lots proposed for boundary line adjustment.

<table>
<thead>
<tr>
<th>District</th>
<th>Gross Density</th>
<th>Minimum Lot Size</th>
<th>Min. Reserve Area (Cluster Subdivisions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RR-1, RR-2, RR-3, RR-5A: without public water</td>
<td>1 dwelling unit/5 acres</td>
<td>5 acres</td>
<td>N/A</td>
</tr>
<tr>
<td>RR-10A without public water</td>
<td>1 dwelling unit/10 acres</td>
<td>10 acres</td>
<td>N/A</td>
</tr>
</tbody>
</table>

With public water, and stormwater detention and collection facilities:

<table>
<thead>
<tr>
<th>District</th>
<th>Gross Density</th>
<th>Minimum Lot Size</th>
<th>Min. Reserve Area (Cluster Subdivisions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RR-1</td>
<td>1 dwelling unit/1 acre</td>
<td>36,000 sq. ft.</td>
<td>15,000 sq.ft. 30%</td>
</tr>
<tr>
<td>RR-2</td>
<td>2 dwelling units/1 acre</td>
<td>18,000 sq. ft.</td>
<td>15,000 sq.ft. 10%</td>
</tr>
</tbody>
</table>
### Exhibit B: WCC Title 20 Amendments

June 4, 2013

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Minimum Lot Size</th>
<th>Minimum Lot Coverage</th>
<th>Review Area</th>
<th>Review Area Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>RR-3</td>
<td>3 dwelling units/1 acre</td>
<td>12,000 sq. ft.</td>
<td>8,000 sq.ft.</td>
<td>25%</td>
</tr>
<tr>
<td>RR-2A</td>
<td>1 dwelling unit/2 acres</td>
<td>2 acres</td>
<td>15,000 sq.ft.</td>
<td>30%</td>
</tr>
<tr>
<td>RR-5A</td>
<td>1 dwelling unit/5 acres</td>
<td>5 acres</td>
<td>15,000 sq.ft.</td>
<td>30%</td>
</tr>
<tr>
<td>RR-10A</td>
<td>1 dwelling unit/10 acres</td>
<td>10 acres</td>
<td>15,000 sq.ft.</td>
<td>30%</td>
</tr>
<tr>
<td>RR-5A and RR-2A subject to Rural Residential Density Overlay</td>
<td>Maximum: 1 dwelling unit/ 1 acre per 20.32.252(2)</td>
<td>see 20.32.252</td>
<td>15,000 sq.ft.</td>
<td>30%</td>
</tr>
</tbody>
</table>

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**20.32.300 Lot clustering, reserve area and reserve tract.**

**20.32.305 Lot clustering.**

1. The purpose of lot clustering is to provide an alternative method of creating economical building lots with spatially efficient sizes. Clustering is intended to reduce development cost, and increase energy efficiency and reserve areas of land which are suitable for agriculture, forestry, or open space or possible future development.

2. The clustering option is also intended to help preserve open space and the character of areas and reduce total impervious surface area thereby reducing runoff while assuring continued viable undeveloped natural vegetated corridors for wildlife habitat, protection of watersheds, preservation of wetlands, preservation of aesthetic values including view corridors, and preservation of potential trail and recreation areas.

**20.32.310 Design standards.**

The creation of new building lots, pursuant to this section, shall be governed by the following recommended design standards:

1. Clustered building lots may be only created through the subdivision or short subdivision process.
(2) Building lots should be designed and located to the fullest extent possible to be compatible with valuable or unique natural features, as well as physical constraints of the site.

(3) Where practical, the majority of building sites shall be arranged in a cluster or concentrated pattern to be compatible with physical site features, allow for the efficient conversion of the "reserve tract" to other uses in the future, and have no more than two common encroachments on existing county roads. The arrangement of clustered building lots is intended to discourage development forms commonly known as linear, straight-line or highway strip patterns.

(4) Common access to clustered building lots shall be provided by short length roads or loop roads. In addition, urban growth areas and urban growth area reserves, interior streets shall be designed to allow access to the "reserve tract" for the purpose of future approved development in urban growth areas and urban growth area reserves.

20.32.315 Reserve area.

(1) An easement on the subdivision plat shall establish a reserve area per the definition in WCC 20.97.344 that is protected in perpetuity so long as it is not within an urban growth area. The minimum percentage of the parent parcel required to be within a reserve area is shown in WCC 20.32.253.

(2) A reserve area may contain infrastructure necessary for the subdivision, including but not limited to underground utilities, stormwater ponds, and on-site septic system components, and in reserve areas designated for agriculture, structures used for on-site agricultural uses permitted in WCC 20.32.054. Aboveground hard surface infrastructure such as roads and water tanks may be included in a reserve tract, but the area they occupy shall not be included in the reserve area percentage required in WCC 20.32.253.

20.32.320 Reserve tract.

For the purposes of this section, "reserve tract" is defined as that portion of a proposed subdivision or short subdivision which is intended for agricultural, forestry, or open space or development purposes. All "reserve tracts" created through the subdivision process shall be subject to the following provisions:

(1) After a site is initially subdivided pursuant to this chapter, the "reserve tract" may be retained by the subdivider, conveyed to residents of the subdivision or conveyed to a third party.

(2) The "reserve tract" may be considered as a building lot; provided, that such lot is included in the overall density calculation of the original parcel of record and that development within a "reserve area" easement is consistent with the uses permitted in reserve areas in this chapter.
(3) The “reserve tract” may be further subdivided only through the long subdivision process and only under the following circumstances:

(a) The county finds that in developing adjacent tracts it would help to further the objectives listed in WCC 20.32.305(2) by dividing the reserve tract and increasing the area of reserve proportionately on the adjacent land being subdivided so that there is no net reduction in reserve area; and when the reserve tract is owned by the original developer or a third party, no property owner within the original subdivision will be significantly adversely affected or suffer a substantial decrease of property value as a result of dividing the reserve tract.

(b) When the Comprehensive Plan and zoning have been updated as part of the normal process (other than a revision initiated by the private sector or done for a specific area) and the public process has been gone through, subject to findings that there is no adverse impact to critical areas and development is in compliance with rural land use Comprehensive Plan policies, and when the reserve tract is owned by the original developer or a third party, no property owner within the original subdivision will be significantly adversely affected or suffer a substantial decrease of property value as a result of dividing the reserve tract.

(4) The purpose of the reserve tract as stated in subsections (1), (2) and (3) of this section shall be communicated in writing on the face of the plat or short plat. The number of developable building sites remaining (if any) with the original parcel of record, based on the assigned density, shall also be prominently displayed on the plat or short plat. Whatcom County shall make every effort to assist all agents in communicating clearly such information to all purchasers and prospective purchasers of building lots or “reserve tracts.” Any remaining density beyond the number of lots created on the plat may be assigned to either the lots or the reserve tract, but future subdivision shall not reduce the size of the reserve area below the minimum percentage of the original parent parcel required in WCC 20.32.253.

(5) The above requirements in subsections (2) to (4) of this section shall be recorded as a deed restriction at the time of filing of the final plat or short plat, and shall constitute an agreement between Whatcom County and the owner of record. Said deed restriction may be amended by mutual agreement between said parties after review for consistency and compliance with the Official Whatcom County Zoning Ordinance, the Whatcom County Subdivision Ordinance and the Whatcom County Comprehensive Plan.

........

20.34 Rural Residential-Island (RR-I) District
........
20.34.300 Lot clustering, reserve area, reserve tract and density transfer.

20.34.305 Lot clustering.

(1) The purpose of lot clustering is to preserve the rural character of Lummi Island and to provide an alternative method of creating economical building lots with spatially efficient sizes. Clustering is intended to reduce development costs and increase energy efficiency and reserve areas of land which are suitable for agriculture, forestry, or open space in accordance with the adopted zoning density requirements, as applied to the entire subdivision or short subdivision.

(2) The clustering option is also intended to help preserve open space and reduce total impervious surface area thereby reducing runoff while assuring continued viable undeveloped natural vegetated corridors for wildlife habitat, protection of watersheds, preservation of wetlands, preservation of aesthetic values including view corridors, and preservation of potential trail and recreation areas.

20.34.310 Design standards.

The creation of new building lots, pursuant to this section, shall be governed by the following recommended design standards:

(1) Clustered building lots may be only created through the subdivision or short subdivision process.

(2) Building lots shall be designed and located to the fullest extent possible to be compatible with valuable or unique natural features, as well as physical constraints of the site.

(3) Where practical, the majority of building sites shall be arranged in a cluster or concentrated pattern to be compatible with physical site features, and have no more than two common encroachments on existing county roads. The arrangement of clustered building lots is intended to discourage development forms commonly known as linear, straight-line or highway strip patterns.

(4) Common access to clustered building lots shall be provided by short length roads or loop roads. In addition, interior streets shall be designed to allow access to the “conservation reserve tract.”
20.34.315 Reserve area.

(1) An easement on the subdivision plat shall establish a reserve area per the definition in WCC 20.97.344 that is protected in perpetuity so long as it is not within an urban growth area. The minimum percentage of the parent parcel required to be within a reserve area is shown in WCC 20.32.253.

(2) A reserve area may contain infrastructure necessary for the subdivision, including but not limited to underground utilities, stormwater ponds, and on-site septic system components, and, in reserve areas designated for agriculture, structures used for on-site agricultural uses permitted in WCC 20.34.052. Aboveground hard surface infrastructure such as roads and water tanks may be included in a reserve tract, but the area they occupy shall not be included in the reserve area percentage required in WCC 20.34.252.

20.34.320 Conservation Reserve tract.

For the purposes of this section, “conservation reserve tract” is defined as that portion of a proposed subdivision or short subdivision which is intended for agricultural, forestry, or open space purposes which does not exceed adopted zoning density requirements, as applied to the entire subdivision or short subdivision. All “conservation reserve tracts” created through the subdivision process shall be subject to the following provisions:

(1) After a site is initially subdivided pursuant to this section, the “conservation reserve tract” may be retained by the subdivider, conveyed to residents of the subdivision or conveyed to a third party.

(2) The “conservation reserve tract” may be considered as a building lot; provided, that such lot is included in the overall density calculation of the original parcel of record and that development within a “reserve area” easement is consistent with the uses permitted in reserve areas in this chapter.

(3) The conservation reserve tract is created and is unbuildable beyond any building density remaining at the time of land division. This is intended to ensure that the conservation reserve tract open space will remain in the same location adjacent to the clustered lot it serves.

(4) The purpose of the conservation reserve tract as stated in subsections (1), (2), and (3) of this section shall be communicated in writing on the face of the plat or short plat; also, the number of developable building sites remaining (if any) with the original parcel of record, based on the assigned density, shall also be prominently displayed on the plat or short plat. Whatcom County shall make every effort to assist all agents in communicating clearly such information to all purchasers and prospective purchasers of building lots or “conservation reserve tracts.” Any remaining density beyond the number of lots created on the plat may be assigned to either the lots or the reserve tract, but future subdivision shall not
reduce the size of the reserve area below the minimum percentage of the original parent parcel required in WCC 20.34.252.

(5) That the above stated requirements in subsections (2), (3), and (4) of this section shall be recorded as a deed restriction at the time of filing of the final plat or short plat, and shall constitute an agreement between Whatcom County and the owner of record. Said deed restriction may be amended by mutual agreement between said parties after review for consistency and compliance with the official Whatcom County Zoning Ordinance, the Whatcom County Subdivision Ordinance and the Whatcom County Comprehensive Plan.

......

20.36 Rural (R) District

......

20.36.253 Maximum density and minimum lot size.

The R-2A district is allowed only within areas designated as Rural Neighborhoods, as described in the Comprehensive Plan; R-5A and R-10A districts are allowed in the Rural areas; the Comprehensive Plan contains policies regarding application of these districts within the Rural designation. The R-10A district is allowed in Urban Growth Area Reserve designations.

For boundary line adjustments on lots not conforming to minimum lot sizes in this zoning district, lot size averaging may be used by calculating the average lot size of legal lots of record within 500 feet of the outside perimeter of the lots proposed for boundary line adjustment.

<table>
<thead>
<tr>
<th>District</th>
<th>Gross Density</th>
<th>Minimum Lot Size</th>
<th>Min. Reserve Area (Cluster)</th>
<th>Min. Reserve Area (Subdivisions in-Urban Growth Areas)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-2A without public water</td>
<td>1 dwelling unit/5 acres</td>
<td>Conventional: 5 acres, Cluster: 1 acre</td>
<td>20%</td>
<td>80%</td>
</tr>
<tr>
<td>R-2A with public water</td>
<td>1 dwelling unit/2 acres</td>
<td>2 acres, 12,500 sq. ft.</td>
<td>6555%</td>
<td>80%</td>
</tr>
<tr>
<td>Zoning District</td>
<td>Minimum Lot Size</td>
<td>Minimum Building Site Size</td>
<td>Maximum Building Size</td>
<td>Maximum Height (in ft)</td>
</tr>
<tr>
<td>----------------</td>
<td>------------------</td>
<td>---------------------------</td>
<td>-----------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>R-5A without public water</td>
<td>1 dwelling unit/5 acres</td>
<td>5 acres</td>
<td>1 acre</td>
<td>5550%</td>
</tr>
<tr>
<td>R-5A subject to Agricultural Protection Overlay (Chapter 20.38 WCC)</td>
<td>1 dwelling unit/5 acres</td>
<td>Not applicable</td>
<td>15,000 sq. ft.</td>
<td>75%</td>
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<tr>
<td>R-5A with public water</td>
<td>1 dwelling unit/5 acres</td>
<td>5 acres</td>
<td>12,500 sq. ft.</td>
<td>7565%</td>
</tr>
<tr>
<td>R-5A with public water subject to Rural Residential Overlay</td>
<td>Maximum: 1 dwelling unit/2 acres per 20.36.252(2)</td>
<td>see 20.36.252(2)</td>
<td>15,000 sq. ft.</td>
<td>7565%</td>
</tr>
<tr>
<td>R-10A without public water</td>
<td>1 dwelling unit/10 acres</td>
<td>10 acres</td>
<td>1 acre</td>
<td>7960%</td>
</tr>
<tr>
<td>R-10A subject to Agricultural Protection Overlay (Chapter 20.38 WCC)</td>
<td>1 dwelling unit/10 acres</td>
<td>Not applicable</td>
<td>15,000 sq. ft.</td>
<td>75%</td>
</tr>
<tr>
<td>R-10A with public water</td>
<td>1 dwelling unit/10 acres</td>
<td>10 acres</td>
<td>12,500 sq. ft.</td>
<td>8070%</td>
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<tr>
<td>Public facilities approved under WCC 20.36.151</td>
<td>Not applicable</td>
<td>No minimum</td>
<td>No minimum</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>
20.36.300 Lot clustering, reserve area and reserve tract.

20.36.305 Lot clustering.

(1) The purpose of lot clustering is to provide an alternative method of creating economical building lots with spatially efficient sizes. Clustering is intended to reduce development cost; and increase energy efficiency and reserve areas of land which are suitable for agriculture, forestry, or open space. or possible future development.

(2) The clustering option is also intended to help preserve open space and the character of areas and reduce total impervious surface area thereby reducing runoff while assuring continued viable undeveloped natural vegetated corridors for wildlife habitat, protection of watersheds, preservation of wetlands, preservation of aesthetic values including view corridors, and preservation of potential trail and recreation areas.

(3) Lot clustering is required for residential developments on parcels 10 acres or greater when:

(a) The property is located within a short-term planning area and public water and sewer are not available; or

(b) The property is located within an urban growth area reserve long-term planning area.

20.36.310 Design standards.

The creation of new building lots, pursuant to this section, shall be governed by the following recommended design standards:

(1) Clustered building lots may be only created through the subdivision or short subdivision process.

(2) Building lots shall be designed and located to the fullest extent possible to be compatible with valuable or unique natural features, as well as physical constraints of the site.

(3) The majority of building sites shall be arranged in a cluster or concentrated pattern to be compatible with physical site features, allow for the efficient conversion of the "reserve tract" to other uses in the future, and have no more than two common encroachments on existing county roads. The arrangement of clustered building lots is intended to discourage development forms commonly known as linear, straight-line or highway strip patterns.

(4) Common access to clustered building lots shall be provided by short length roads or loop roads. In addition, interior streets shall be designed to allow
access to the "reserve tract" for the purpose of future approved development in urban growth areas and urban growth area reserves.

(5) Where the boundaries of a proposed cluster subdivision includes land in more than one rural zone designation (R2-A, R-5A and R-10A) the following shall apply:

(a) The total number of units permitted shall be computed by separately calculating the number of lots allowed in each zone district based on the amount of land area within the district. The number of lots allowed in each district shall be totaled to arrive at the total number of lots.

(b) Lot clusters may be distributed or arranged on property(s) covered by the subdivision such that density from an R-5A or R-10A portion of a subdivision may be transferred to an adjacent portion of the subdivision with a different rural zoning designation (R-2A, R-5A or R-10A); provided, the total number of lots for the entire subdivision does not exceed the number calculated in subsection (5)(a) of this section; and provided further, that the lot design is consistent with subsections (1) through (4) of this section. Density from R-2A portions of the subdivision may not be transferred to R-5A or R-10A portions of the subdivision.

(6) In order to preserve rural character, no more than 16 residential lots shall be permitted in one cluster and there shall be at least 500 feet of separation between any new clusters, except when the cluster subdivision is located on a parcel or contiguous parcels in the same ownership, greater than 20 acres.

20.36.315 Reserve area.

(1) An easement on the subdivision plat shall establish a reserve area per the definition in WCC 20.97.344 that is protected in perpetuity so long as it is not within an urban growth area. The minimum percentage of the parent parcel required to be within a reserve area is shown in WCC 20.36.253.

(2) A reserve area may contain infrastructure necessary for the subdivision, including but not limited to underground utilities, stormwater ponds, and on-site septic system components, and, in reserve areas designated for agriculture, structures used for on-site agricultural uses permitted in WCC 20.36.052. Above-ground hard surface infrastructure such as roads and water tanks may be included in a reserve tract, but the area they occupy shall not be included in the reserve area percentage required in WCC 20.36.253.

20.36.320 Reserve tract.

For the purposes of this section, "reserve tract" is defined as that portion of a proposed subdivision or short subdivision which is intended for agricultural, forestry, or open space or future development purposes. All "reserve tracts" created through the subdivision process shall be subject to the following provisions:
(1) After a site is initially subdivided pursuant to this section, the “reserve tract” may be retained by the subdivider, conveyed to residents of the subdivision or conveyed to a third party.

(2) The “reserve tract” may be considered as a building lot; provided, that such lot is included in the overall density calculation of the original parcel of record and that development within a “reserve area” easement is consistent with the uses permitted in reserve areas in this chapter.

(3) The “reserve tract” may be further subdivided only through the long subdivision process and only under one of the following circumstances:

(a) The county finds that in developing adjacent tracts it would help to further the objectives listed in WCC 20.36.305(2) by dividing the reserve tract and increasing the area of reserve proportionately on the adjacent land being subdivided so that there is no net reduction in reserve area; and when the reserve tract is owned by the original developer or a third party, no property owner within the original subdivision will be significantly adversely affected or suffer a substantial decrease of property value as a result of dividing the reserve tract; or

(b) When the Comprehensive Plan and zoning have been updated as part of the normal process (other than a revision initiated by the private sector or done for a specific area) and the public process has been gone through, subject to findings that there is no adverse impact to critical areas and development is in compliance with rural land use Comprehensive Plan policies, and when the reserve tract is owned by the original developer or a third party, no property owner within the original subdivision will be significantly adversely affected or suffer a substantial decrease of property value as a result of dividing the reserve tract; or

(c) The site is within a short-term planning area and public water and sewer serve the proposed development on the reserve tract.

(4) The purpose of the reserve tract as stated in subsections (1), (2) and (3) of this section shall be communicated in writing on the face of the plat or short plat; also, the number of developable building sites remaining (if any) with the original parcel of record, based on the assigned density, shall also be prominently displayed on the plat or short plat. Whatcom County shall make every effort to assist all agents in communicating clearly such information to all purchasers and prospective purchasers of building lots or “reserve tracts.” Any remaining density beyond the number of lots created on the plat may be assigned to either the lots or the reserve tract, but future subdivision shall not reduce the size of the reserve area below the minimum percentage of the original parent parcel required in WCC 20.36.253.

(5) The requirements of subsections (2) to (4) of this section shall be recorded as a deed restriction at the time of filing of the final plat or short plat, and shall constitute an agreement between Whatcom County and the owner of record. Said deed restriction may be amended by mutual agreement between said parties after
review for consistency and compliance with the Official Whatcom County Zoning Ordinance, the Whatcom County Subdivision Ordinance and the Whatcom County Comprehensive Plan.

20.82 Public Utilities

20.82.030 Conditional uses.
The following uses shall require a conditional use permit or major project permit and shall be subject to a threshold determination in accordance with the Whatcom County SEPA Ordinance:

(3) New water lines with a nominal pipe size greater than eight inches except for the following, which are permitted outright:

(a) New water lines located and installed by a public utility or municipality within urban growth areas, or limited areas of more intensive rural development (LAMIRDs), or Rural Neighborhoods, or:

(b) New water lines outside urban growth areas or limited areas of more intensive rural development (LAMIRDs) in conformance with a state approved water comprehensive plan pursuant to RCW 43.20.260 and consistent with the Whatcom County Comprehensive Plan, which shall be permitted outright so long as they are water transmission lines per WCC 20.97.452, or provide service at an intensity historically and typically found in rural areas, per RCW 36.70A.030(17), including but not limited to agricultural uses. Water service for uses or densities not permitted in rural or resource areas shall not be extended or expanded outside urban growth areas or limited areas of more intensive rural development (LAMIRDs), except where necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development, per RCW 36.70A.110(4).

20.97 Definitions
20.97.344 Reserve area.

When the lot clustering method of land division or subdivision is used, the “reserve area” is an easement on a proposed division, subdivision or short subdivision which is reserved for agricultural, forestry, or open space purposes in perpetuity, or for other future-approved development purposes as specified in Whatcom County Code.

20.97.345 Reserve tract.

When the lot clustering method of land division or subdivision is used, the “reserve tract” is that portion of a proposed cluster division, subdivision or short subdivision which is intended for agricultural, forestry, open space, or other future-approved development purposes. A reserve area easement may cover all or part of a reserve tract. A portion of a reserve tract may be developed but development within a reserve area easement shall be limited to that permitted per the reserve area standards for the zoning district in which the tract is located.

20.97.452 Water Transmission Lines

“Water transmission lines” means pipes used to convey water from source, storage, or treatment facilities to points of distribution or distribution mains, and from source facilities to treatment or storage facilities. This also can include transmission mains connecting one section of distribution system to another section of distribution system as long as this transmission main is clearly defined on the plans and no service connections are allowed along the transmission main.

WCC TITLE 24 HEALTH CODE

24.11 Drinking Water.

24.11.050 General requirements.

A. Applicants must submit all required forms, letters and documents to the director.

B. The director will consider applications for water availability proposing to use groundwater, spring water, surface water, sea water or rainwater.
File #: PLN2012-00012
Zoning Change
- Existing Zoning Boundary
- Proposed Zoning Boundary
- Proposed Rezone Area
- Rural Residential Density Overlay
Proposed Zoning - RR5A (not in parentheses)
Existing Zoning - (RR2)
TITLE OF DOCUMENT: Amendment No. 2 to Whatcom County Contract No. 201212020 (Contract Between Whatcom County and Van Ness Feldman GordonDerr, Attorneys at Law)

ATTACHMENTS: Amendment #2

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

This is an amendment to Whatcom County Contract No. 201212020, the contract for legal representation by Van Ness Feldman GordonDerr, Attorneys at Law, to increase the maximum consideration by $40,000.00, for a total contract amount not to exceed $90,000.00.

COMMITTEE ACTION: 6/18/13:

COUNCIL ACTION: 6/18/13:

Related County Contract #: 201212020
Related File Numbers: AB2012-422 and 422A

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

**Contractor's / Agency Name:** Van Ness Feldman Gordon Derr, Attorneys at Law

### Is this a New Contract?  
- Yes __ No X
- If not, is this an Amendment or Renewal to an existing Contract?  
- Yes __ No __ 
- If yes, previous number(s): 201212020

#### Is this an interlocal agreement?  
- Yes __ No __ If yes, grantor agency contract number(s) ____________________
- CFDA number ____________________

#### Is this a cost reimbursement contract?  
- Yes __ No X __ If yes, associated Whatcom County grant contract number(s) ____________________

#### Is this the result of a RFP or Bid process?  
- Yes __ No __ If yes, RFP and Bid number(s) ____________________
- Contract Cost Center: ____________________

#### Is this contract excluded from E-Verify?  
- No __ Yes X __ If no, include Attachment D Contractor Declaration orm

- 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 amount and any prior amendments)  
- $ 50,000.00

**This Amendment Amount:**  
- $ 40,000.00

**Total Amended Amount:**  
- $ 90,000.00

**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 Hearing Board case number 11-2-0013. Tasks include briefing and argument at the upcoming hearing on the merits. To the extent any of the issues raised in case number 12-2-00013 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 the appeals of Growth Management Hearings Boards case no. 11-2-0016c.

**Term of Contract:** One Year  
**Expiration Date:** 12/14/13

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

1. Prepared by: KNF  
   - Date 5/16/13  
   - [electronic]
2. Attorney reviewed: KNF  
   - Date 5/16/13  
   - [electronic]
3. AS Finance reviewed: mdc  
   - Date 5/21/13  
   - [electronic]
4. IT reviewed if IT related:  
   - Date __  
   - [electronic]  
   - hard copy printed
5. Corrections made:  
   - Date __
6. Attorney signoff:  
   - Date __
7. Contractor signed:  
   - Date __
8. Submitted to Exec Office:  
   - Date [summary via electronic; hardcopies]
9. Council approved (if necessary):  
   - Date [summary via electronic; hardcopies]
10. Executive signed:  
    - Date __
11. Contractor Original Returned to dept:  
    - Date __
12. County Original Returned to Council:  
    - Date __

This form may need to expand to more than one page.
Amendment No. 2
Whatcom County Contract No. 201212020
CONTRACT BETWEEN WHATCOM COUNTY AND
Van Ness Feldman GordonDerr, Attorneys at Law

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:

This amendment amends the Compensation, Exhibit B as follows:

The maximum consideration for this agreement shall be increased by $40,000.00, for a total contract amount not to exceed $90,000.00.

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

This Amendment takes effect: June 18, 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 23rd day of May, 2013.

CONTRACTOR:

Jay Derr, Attorney at Law

STATE OF WASHINGTON    )
COUNTY OF WHATCOM    ) ss.

On this 23rd day of May, 2013, before me personally appeared Jay J. Derr 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 188 North Beach, 3-13-15

My commission expires 3-13-15
WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: ____________________________
    Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  
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 GordonDerr, 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
Appointments of Jack Louws and Kathy Kershner to serve on WSAC Board

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.)

Appointment of County Executive Jack Louws to serve as a representative on the Washington State Association of Counties' Board of Directors, with Council Chair Kathy Kershner to serve as alternate.

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.
May 17, 2013

Whatcom County Executive Jack Louws
Whatcom County Councilmember Kathy Kershner, Chair
Whatcom County Courthouse
311 Grand Avenue
Bellingham, Washington 98225

Executive Louws and Chair Kershner:

The Washington State Association of Counties’ Board of Directors is charged with the “general supervision over the affairs of the Association...” recent changes to the WSAC bylaws provide for the following representation on the WSAC Board of Directors:

“(e) One representative and an alternate, who is an Active Member, from each county of 180,000 population or greater;”

Whatcom County’s estimated 2013 population is 203,500 and therefore is eligible for a representative on the WSAC Board of Directors.

Attached is a “WSAC Board Member and Alternate Board Member Appointment for Counties over 180,000 in Population” form. Please complete at you earliest convenience and return to WSAC.

The WSAC Board of Directors generally meets four times each year (January, May, September, and November). The next two regularly scheduled meetings of the WSAC Board of Directors are as follows:

- Friday, September 20, 2013, 10:30 a.m. – 2:30 p.m., Kittitas County, Ellensburg
- Tuesday, November 19, 2013, noon – 3:00 p.m., Clark County, Vancouver


Additionally, WSAC Policy states that WSAC Board of Directors may:

“request reimbursement for travel, lodging and meal expenses to attend board meetings except for those scheduled in conjunction with WSAC Conferences. The member will be reimbursed for actual expenses up to a maximum of $250 for each meeting.”

If you have any questions regarding membership on the WSAC Board of Directors, please do not hesitate contacting, WSAC Executive Director Eric Johnson at 360-489-3013 or ejohnson@wacounties.org.

Sincerely,

Todd Mielke, President
Spokane County Commissioner

Eric Johnson
Executive Director
WSAC Board Member and Alternate Board Member Appointment for Counties over 180,000 in Population

WSAC Bylaws (Section 3.4) provide for the following membership as part of the WSAC Board of Directors:

(e) One representative and an alternate, who is an Active Member, from each county of 180,000 population or greater;

(f) The county executive, who is an Active Member, from each county in the State of Washington with more than one million population.

As such, it is necessary to designate each year your county’s Board Member and Alternate Board Member.

YEAR: 2013
Please check:

☐ King County Executive (1,975,000)
☐ King County Council (1,975,000)
☐ Pierce County (808,200)
☐ Snohomish County (722,906)
☐ Spokane County (475,600)
☐ Clark County (431,250)
☐ Thurston County (256,800)
☐ Kitsap County (254,500)
☐ Yakima County (246,000)
☒ Whatcom County (203,500)
☐ Benton County (180,000)

WSAC PRIMARY BOARD DESIGNEE: ____________________________________________

Whatcom County Executive Jack Louws

WSAC ALTERNATE BOARD DESIGNEE: _________________________________________

Whatcom County Council Chair Kathy Kershner

Approved, this __________________ day of __________________, 20__

Chair, County Council/Commission or County Executive

727
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to</th>
</tr>
</thead>
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<td>SM</td>
<td>6/10/13</td>
<td></td>
<td>June 18, 2013</td>
<td>Council</td>
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<td>Division Head:</td>
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<td>Dept. Head:</td>
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<td>Prosecutor:</td>
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<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
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<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Appointment to the Whatcom County Parks & Recreation Commission

**ATTACHMENTS:** Application for appointment from Richard Sturgill

<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>
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<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.)

County Executive Jack Louws requests confirmation of his appointment of Richard Sturgill to fill the District 3 position on the Parks and Recreation Commission.

**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).
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Richard C Stogill

Street Address: 1218 4th STREET

City: BLAINE

Mailing Address (if different from street address):

Day Telephone: 360-574-2200 Evening Telephone: SAME Cell Phone: 206-306-2200

E-mail address: RCS3@comcast.net

1. Name of board or committee—please see reverse:
   Parks and Recreation Commission
   District 3 Position

2. You must specify which position you are applying for.
   Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.)
   ( ) yes ( ) no

4. Which Council district do you live in?
   ( ) One ( ) Two ( ) Three

5. Are you a US citizen?
   ( ) yes ( ) no

6. Are you registered to vote in Whatcom County?
   ( ) yes ( ) no

7. Have you ever been a member of this Board/Commission?
   ( ) yes ( ) no

8. Do you or your spouse have a financial interest in or are you an employee of any business or agency that does business with Whatcom County?
   ( ) yes ( ) no

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education:

   Graduated from San Diego State University, own business that has had a contract with the City of Blaine to do park maintenance for over 20 yrs. Founding Director/CEO of Blaine Harbor, a 501(c)3 tax-exempt charitable org. that operates the historic Point Perry & the County Park’s Amphitheatre. I am currently a Commissioner with the Northwest Park and Recreation District 2

10. Please describe why you’re interested in serving on this board or commission. I am interested in park & rec issues and believe I have the qualifications to contribute to this commission.

References (please include daytime telephone number):

Gary Tomsic, Blaine City Manager, 360-831-4241
Tea Nichols, Ranger, Blaine, 360-831-4241
Mike Dodd, Police, Blaine Police Dept, 360-831-4241

Signature of applicant:

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
WHATCOM COUNTY COUNCIL AGENDA BILL

TITLE OF DOCUMENT: Appointment to the Whatcom County Appeals Board

ATTACHMENTS: Application for Appointment

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 Larry Collier to the Whatcom County Appeals 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: LARRY R COLLIERS Date: 5-31-13
Street Address: 293 Pullman Circle
City: Lynden WA Zip Code: 98264
Mailing Address (if different from street address):
Day Telephone: 360-379-8534 Evening Telephone: Cell Phone: 360-296-9892
E-mail address:

1. Name of board or committee—please see reverse: COUNTY APPEALS BOARD
2. You must specify which position you are applying for. Please refer to vacancy list.
LIST IS NOT AVAILABLE AT THIS TIME.
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: 1998-2011 Secretary of the Board
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 PERMIT SPECIALIST, WHATCOM COUNTY
   LICENSED MANUFACTURED HOME INSTALLER
   URBAN PLANNING BA

10. Please describe why you’re interested in serving on this board or commission: TO UTILIZE MY EXPERIENCE
     AND EDUCATION TO SERVE THE PEOPLE OF WHATCOM COUNTY

References (please include daytime telephone number): SAM RYAN 676-6907
       RICK BROOKS 398-1859

Signature of applicant: 

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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TITLE OF DOCUMENT:
Closure of a portion of Boundary Road (at SR 539)

ATTACHMENTS:
1. Memo to County Executive and Council
2. Ordinance
3. Vicinity map
4. Letter dated 4/17/13 from Washington State DOT requesting closure

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

Should Clerk schedule a hearing? ( ) Yes ( ) NO
Requested Date: 6/18/2013

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 has been requested by Washington State Dept. of Transportation to close Boundary Road where it intersects with SR 539 south of the international border. The closure will allow WSDOT to proceed with their project to enhance the border crossing by shifting SR 539 200 ft. east onto this portion of Boundary Road. WSDOT will add a truck lane, a NEXUS lane, install new illumination systems, construct new stormwater treatment facilities and install new ITS systems. Closing this portion of Boundary Road will allow WSDOT to re-grade, pave, sign and stripe the road.

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

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

Through: Frank M. Abart, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: May 17, 2013

Re: Ordinance Closing a Portion of Boundary Rd.

Requested Action:
Recommend adoption of an ordinance to close a portion of Boundary Road where it meets SR 539 (Guide Meridian) per Washington State Department of Transportation’s request to enhance the Lynden-Alder Grove Port of Entry and border crossing.

Background and Purpose:
The County Engineer is recommending closing Boundary Road where it connects to SR 539 to facilitate Washington State Department of Transportation’s project to reconfigure the SR 539 approach to the International Boundary at the Lynden-Alder Grove Crossing.

Information:
This ordinance will allow Washington State Department of Transportation to proceed with their design to shift SR 539 200 ft. east onto Boundary Road to improve the border crossing. Improvements will include the addition of a truck lane, a NEXUS lane, new illumination systems, construction of a new stormwater treatment facility and new ITS system. When this portion of Boundary Road is closed WSDOT will commence re-grading, paving, signing, and striping the area. Completion of this project will serve the US Customs & Border Protection as well as the traveling public.

When Boundary Road is closed, the Public will have to use Double Ditch Road to gain access to points north or south. This detour will be from one to three miles depending on the direction drivers are headed.
SPONSORED BY: 

PROPOSED BY: Public Works - Engineering

INTRODUCTION DATE: 06/04/13

ORDINANCE NO.______
CLOSING A PORTION OF BOUNDARY ROAD

WHEREAS, the Whatcom County Council has been requested by the Washington State Department of Transportation (WSDOT) to close a portion of Boundary Road at SR 539, and

WHEREAS, WSDOT is improving the International Border Crossing by reconfiguring the SR 539 approach to the International Boundary at the Lynden-Alder Grove Crossing by reconstructing SR 539 where Boundary Road now exists, and

WHEREAS, the design requires that this portion of Boundary Road be closed for the facility to be built, and

WHEREAS, the Whatcom County Council is authorized to close the road according to the provisions of RCW 36.32.120.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Public Works Department of Whatcom County is hereby directed, subject to further consideration for re-establishing access for adjoining property owners and the public, to close this portion of Boundary Road at SR 539 to vehicular traffic.

ADOPTED this ___ day of __________, 2013.

ATTEST: 

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Kathy Kershner, Council Chair

APPROVED AS TO FORM: 

() Approved  () Denied

(Chief Civil Deputy Prosecutor)

Jack Louws, Executive
Date:
Vicinity Map
Proposed Boundary Road Closure

Canada
US

Aldergrove Port of Entry

Matsqui Indian Reserve 4

3 Ave
2 Ave
1 Ave

8 Rd
2 Ave
1 Ave

0 Ave

0 Ave

F Boundary Rd

Proposed Portion Boundary Rd. to be closed

H St Rd

Guide Meridian

F Prairie Rd

© 2010 NA/TEQ © AND © 2013 Microsoft Corporation

Proposed Road Closure
April 17, 2013

Frank M. Abart
Whatcom County Public Works
322 N. Commercial St. Ste. 210
Bellingham, WA 98225

Subject: SR 539 Lynden-Aldergrove Port of Entry Improvements Project – Closure of Boundary Road Connection with SR 539

Dear Mr. Abart,

The Washington State Department of Transportation (WSDOT) is designing a project to reconfigure the SR 539 approach to the International Boundary at the Lynden-Aldergrove Crossing. The Canadian Border Services Agency (CBSA) is re-constructing their Port of Entry east of the existing facility. As part of the coordinated improvements, WSDOT will be shifting SR 539 200’ east onto the Boundary Road footprint approaching the border. WSDOT’s proposed improvements include the addition of a truck lane, a NEXUS lane, installing new illumination systems, constructing new stormwater treatment facilities and installing new ITS systems.

Design of this project is approaching 90% completion and WSDOT designers have identified areas within Whatcom County Rights of Way that will be impacted by project improvements. Work to be conducted in these areas primarily consist of re-grading, paving, signing, striping and closure of the Boundary Road connection with SR 539.

Project Schedule Milestones
- November 2013 Advertisement
- May 2014 Begin Construction
- October 2014 End Construction

During project development WSDOT has reached out to many of the project stakeholders to share our plan to close the Boundary Road connection with SR 539.

- US Customs and Border Protection has expressed support of the change as it will eliminate an operational problem that the Boundary Road access point causes during border back-ups.

- Duty Free has been made aware of the proposal and is actively working with WSDOT to ensure they can continue to operate after the improvements are made.
• In order to construct a cul-de-sac on Boundary Road, WSDOT will be acquiring property from one parcel, Daryl VanderHaak. The project team has been in regular ongoing communication with Mr. VanderHaak and he has been very cooperative throughout the effort. Right-of-Way negotiations for the needed property are scheduled to begin within the next month.

• WSDOT has hosted one open house to discuss and receive input from the public about this project. The open house was held on 5/10/11 at the Lynden City Hall Annex. During the open house WSDOT received moderate support for the project improvements. No future Open houses are planned.

• The CBSA project will be making street modifications that will modify 0 Avenue’s connection point that currently conflicts with the future configuration of the Canadian Port of Entry.

We will be applying for a construction permit and preparing a Turn Back Agreement with Whatcom County within the next month, but welcome any comments you have about the proposal at this time.

I have spoken with Joe Rutan and it is my understanding that the closure of Boundary Road’s connection with SR 539 will require Whatcom County Council’s approval and a hearing. Please consider this our formal request to initiate these processes. I would be happy to address any questions or present the project to County staff and officials as needed. If you have any questions or would like to discuss the project, you can contact me at (360)757-5901.

Attached for your review are proposed channelization plans and right of way plans.

Sincerely,

Patrick Fuller PE
Assistant Project Engineer

PF:JMK
Attachments: Channelization Plan, ROW Plan.
Cc: Project file: XL4244, COR – Correspondence
Joe Rutan, Whatcom County Road Engineer
TITLE OF DOCUMENT: Cornwall Church Development Agreement

ATTACHMENTS:
1. Ordinance
2. Hearing Examiners Recommendation and Conditions
3. Development Agreement

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

The applicants, Cornwall Church, are proposing a development agreement pursuant to RCW 36.70B.170-.210 and WCC 16.16.260(E) to mitigate wetland and wetland buffer fill in order to create additional parking pursuant to Conditional Use Permit (CUP) 2012-00001.

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

TO: Whatcom County Council Members

THROUGH: Sam Ryan

FROM: Amy Keenan, AICP, Senior Planner

DATE: May 29, 2013

SUBJECT: Cornwall Church Development Agreement

The applicants, Cornwall Church, have applied for a conditional use permit (CUP) and development agreement for mitigation for wetland and buffer fill to create additional parking spaces at 4518 Northwest Drive in the Rural (R5A) zone.

The site includes approximately 49 acres of land. Development on the site includes the church, parking, potable water and fire flow tanks and a stormwater detention pond. Several wetlands and associated buffers are located throughout the property.

The Whatcom County Hearing Examiner held an open record public hearing on the CUP and the development agreement on May 22, 2013. The Hearing Examiner reviewed the record, the staff report and the proposed development agreement and approved the CUP on May 28, 2013. The Hearing Examiner also prepared the attached Findings of Fact, Conclusions of Law and Recommendation to the Whatcom County Council for review and consideration for the development agreement.

Allowing the wetland and buffer fill with mitigation will allow the church to expand their parking area to serve the needs of the congregation.
ORDINANCE TO ENTER INTO A DEVELOPMENT AGREEMENT TO MITIGATE FOR WETLAND AND WETLAND BUFFER FILL IN ORDER TO CREATE ADDITIONAL PARKING PURSUANT TO CONDITIONAL USE PERMIT (CUP) 2012-00001.

WHEREAS, notice of the Whatcom County Hearing Examiner public hearing for the development agreement was published in the Bellingham Herald on May 9, 2013; and,

WHEREAS, notice of the Whatcom County Hearing Examiner public hearing was posted on the subject site; and,

WHEREAS, notice of the subject development agreement was sent to state and local agencies, and property owners within 1000 feet of the site, on February 15, 2013; and,

WHEREAS, the SEPA Official issued a Determination of Non-significance on April 15, 2013; and,

WHEREAS, the Whatcom County Hearing Examiner held a public hearing relating to the subject development agreement on May 22, 2013 and recommended approval of the development agreement; and,

WHEREAS, the Whatcom County Hearing Examiner received testimony and prepared the Findings of Fact, Conclusions of Law, and Recommendation to the Whatcom County Council for Council review and consideration.

The Council makes the following findings of fact and conclusions:

**FINDINGS OF FACT**

1. The applicant is requesting a Zoning Conditional Use Permit and Council Approval of a Development Agreement to allow 9,200 square feet of wetland and buffer fill on the Cornwall Church campus at 4518 Northwest Drive.

2. The proposed wetland and buffer fill will allow for construction of 126 additional parking spaces in the southwest corner of the site. The applicant will also re-stripe the existing parking lot to create additional compact parking spaces for a total of 673 parking spaces.

3. The Development Agreement, pursuant to WCC 16.16.260(E) and
RCW 36.70B.170-.210 includes a mitigation plan that has been approved by the United States Army Corps of Engineers and Whatcom County Planning and Development Services. The mitigation plan includes 1.96 acres of wetland and buffer enhancement in the north and northwestern portion of the property. At least 1.27 acres of that total will be wetland enhancement.

4. The proposal is consistent with the general purpose and intent of the critical area ordinance as well as the Whatcom County Comprehensive Plan.

5. A Zoning Conditional Use Permit for the parking lot and the interior remodel of approximately 11,900 square feet of the existing gymnasium and second floor space with multipurpose spaces and additional classrooms was approved by the Whatcom County Hearing Examiner on May 28, 2013.

CONCLUSION

This proposal meets all of the legal requirements as noted within the Findings of Fact, Conclusions of Law, and Recommendation to the Whatcom County Council. The Development Agreement will result in enhancement of wetland and wetland buffers to fully mitigate the impacts to critical areas on the site. The subject development agreement is consistent with WCC 16.16.260(E) and RCW 36.70B.170 through .210 and serves the public interest.

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

Section 1. The development agreement, is hereby adopted as shown in 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

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

WHATCOM COUNTY, WASHINGTON
Dana Brown-Davis, Council Clerk

APPROVED as to form:

[Signature]

Civil Deputy Prosecutor

Kathy Kershner, Council Chair

( ) Approved    ( ) Denied

Jack Louws, Executive

Date:__________________
RE: Zoning Conditional Use Permit Application for Cornwall Church CUP2012-0001 and Associated Development Agreement

FINDINGS OF FACT, CONCLUSIONS OF LAW, DECISION ON CUP2012-0001 AND RECOMMENDATION TO THE WHATCOM COUNTY COUNCIL ON DEVELOPMENT AGREEMENT

SUMMARY OF APPLICATION, DECISION, AND RECOMMENDATION

Application: The Applicant is requesting a Zoning Conditional Use Permit and approval of an associated Development Agreement to allow construction of a new 126 space parking lot and re-striping of the existing lot in order to add additional compact spaces. The proposed project will bring the total parking space count to 673 spaces. In addition, the Applicant also seeks to remodel a portion of the existing gymnasium space to provide a multi-purpose room and classrooms, and to add a second floor space within the existing building envelope.

The associated Development Agreement between Whatcom County and the Applicant, along with the attached mitigation plan, is to allow approximately 9,299-square feet of wetlands in the southwest corner of the site to be filled and for full mitigation by wetland and wetland restoration, as described in the Mitigation Plan attached to the Development Agreement, as Exhibit C.

Decision: The Whatcom County Hearing Examiner grants approval to CUP2012-0001, subject to conditions.
Recommendation: The Hearing Examiner recommends that the Whatcom County Council approve the associated Development Agreement prepared by Cornwall Church and Whatcom County Planning and Development Services, in consultation with the Washington State Department of Ecology and the U.S. Army Corps of Engineers.

FINDINGS OF FACT

INTRODUCTION

The following Findings of Fact and Conclusions of Law are based upon consideration of the exhibits admitted and evidence presented at the public hearing.

1.

Applicant: Cornwall Church

Site Location/Address: 4518 Northwest Drive
Bellingham, Washington 98226

Legal Description: A portion of Section 02, Township 38 North, Range 02 East, W.M.

Assessor's Parcel Number(s): 380202 410033, 380202 282077, and 380202 358085

Zoning: Rural (R5A)

Comprehensive Plan: Rural

Subarea: Urban Fringe

Total Acreage: Approximately 49 acres

Roads: Private internal access roads

Water Supply: Group 'B' Well

Sewage Disposal: Onsite septic system

Fire Protection: Fire District 8

Law Enforcement: Whatcom County Sheriff's Office
Public Schools: Bellingham School District

Topography: The site slopes from the southeast corner down toward the lowest spot in the northwest corner. There are significant slopes running north/south through the central portion of the property.

Vegetation: The eastern portion of the site is forested and mostly undeveloped. The northwestern portion of the site contains mowed grass areas and wetlands.

Adjacent Land Uses:
- North: Single Family Residential/Forested
- East: Single Family Residential/Forested
- South: Single Family Residential
- West: Light Industrial/Single Family Residential

SEPA Review: Determination of Non-Significance, issued April 15, 2013

Authorizing Ordinances and Policies:
- Whatcom County Comprehensive Land Use Plan
- Whatcom County Code Chapter 15, Building Code
- State Environmental Policy Act (SEPA), Washington Administrative Code Chapter 197-11,
- Whatcom County Environmental Policy Administration Chapter 16.08
- Whatcom County Code Chapter 16.16, Critical Areas
- Whatcom County Code Title 20, Official Whatcom County Zoning Ordinance
- Whatcom County Code Title 24, Health Regulations
- Revised Code of Washington 36.70B.170 through .210

Legal Notices:
- Published – Notice of Public Hearing, May 9, 2013

Hearing Date: May 22, 2013

Parties of Record

Mike York
Cornwall Church
4518 Northwest Drive
Bellingham, WA 98226

Tony Freeland
Freeland and Associates
220 West Champion Street, Suite 290
Bellingham, WA 98225
Jack Swanson  
900 Dupont Street  
Bellingham, WA 98225  

Amy Keenan, Lyn Morgan-Hill, Tyler Schroeder  
Planning and Development Services  

Sanja Barisic  
Division of Engineering  

Exhibits  

1 Land Use Application, with attachments  
   1-1 Supplemental Conditional Use Application  
   1-2 Project Summary  
   1-3 Revised Distribution List, Notice/Comment Form, SEPA Checklist, SEP2012-0003/CUP2012-0001  
   1-4 Mailing Labels  
   1-5 Determination of Completeness, January 18, 2012  
   1-6 Fee Responsibility  
   1-7 Agent Authorization  
   1-8 Customer Receipt  
   1-9 Statutory Warranty Deed  
   1-10 Land Disturbance Application  
   1-11 Preliminary Traffic and Concurrency Information  
   1-12 Staff Scheduling Email, April 25, 2013  
   1-13 Hearing Examiner Checklist  

2-1 Proposed Parking Plan, Development Agreement/CUP, dated March 5, 2013  
2-2 Site Plan: Cornwall Church Gymnasium Remodel, Feb 5, 2013  

3 Proposed Development Agreement with attachments  
   3-1 Exhibit A: Statutory Warranty Deed  
   3-2 Exhibit B: Army Corps of Engineers, letter, dated Apr 15, 2013 to Cornwall Church re: request for permit modification: mitigation plan  
   3-3 Exhibit C: Mitigation Plan, prepared by NWC, LLC, revised Feb 20, 2013  
   3-4 Exhibit D: Proposed Parking Site Plan  
   3-5 Exhibit E: Parking Summary Graph  
   3-6 Exhibit F: Site Plans, prepared by Freeland & Associates, July 10, 2012  

4 SEPA DNS, April 15, 2013, with Checklist attached
Legal Notice of Application and Optional SEPA DNS, January 27, 2012, with Bellingham Herald Tear-Sheet, legal published March 20, 2013 [revised application]


Legal Notice of Public Hearing, May 9, 2013

Certificate of Mailing, Notice of Revised Application, March 20, 2013

Staff Report, dated May 22, 2013

Agency Comments:
~ Natural Resources Supervisor, May 9, 2013
~ Division of Engineering, March 15, 2013
~ DOE to Lyn Morgan Hill re: Final Mitigation Plan, Apr 29, Feb 13-14, 2013 [email]
~ Army Corps of Engineers, April 15, 2013 re: mitigation plan
~ Plans Examiner, May 6, 2013
~ Building Services Manager/Deputy Fire Marshal, May 6, 2013
~ Environmental Health, April 19, 2013 [Revised]


Public Comments:
~ RESources, February 13, 2013
~ Nancy Ivarinen, March 3 and 4, 2013
~ Kathryn Berger, March 4, 2013
~ Carol Hamilton, March 4, 2013
~ Paul Stuart, March 4, 2013
~ Patti Papetti, March 4, 2013
~ Sanja Barisic, Engineering, dated Mar 11, 2013 to Paul Stuart re: addressing his concerns written on Mar 4, 2013
~ Frank and Gail Wiltse, stamped received Feb 25, 2013
~ Brad and Jaynie Gablehouse, Feb 24 and 27, 2013
~ Gary and Marguerite Garon, Feb 28, 2013

Spiral Notebook: Additional Info Request, prepared by Freeland and Associates
14-1 Parking Lot Plan, dated Jan 24, 2013

Mitigation Plan, prepared by NWC, LLC, dated January 28, 2013

Letter dated February 3, 2013, from Jensen Engineering, Inc. re: on-site sewage disposal system and feasibility for expansion/remodel of facility
II.

The Applicant is requesting a Zoning Conditional Use Permit and Whatcom County Council Approval of a Development Agreement, subject to the mitigation plan, in order to allow approximately 9,200-square feet of wetlands onsite to be filled. The proposed construction is to add a new parking lot with 126 spaces in the southwest corner of the site. The Applicant also proposes to re-stripe the existing parking lot in order to reduce the size of the spaces to allow more compact spaces. The proposed project will bring the count to 673 total parking spaces.

In addition, the Applicant also proposes to remodel a portion of the existing gymnasium to create a multi-purpose room and classrooms, and add a second floor space within the existing building envelope.

A Development Agreement has been entered into, by, and between Whatcom County and Cornwall Church, pursuant to the authority granted by RCW 36.70B.170 through .210, and WCC 16.16.260E. The open record public hearing for the Development Agreement was conducted concurrently with the CUP Application hearing. The Development Agreement sets forth the wetland mitigation for impacts associated with the development of the new parking lot.

III.

Whatcom County Planning and Development Services has recommended Zoning Conditional Use Permit Approval, as well as, Approval of the Development Agreement.

The Findings of Fact, Conclusions of Law, and Recommendation of Whatcom County Planning and Development Services are set forth in the Staff Report, Exhibit No. 10, a copy of which is attached hereto and incorporated herein by this reference. The Findings of Fact reached by Whatcom County Planning and Development Services are supported by the record as a whole and are hereby adopted by the Hearing Examiner, through this
IV.

The Hearing Examiner has concluded that Approval of the Development Agreement will result in mitigation and wetland restoration which will fully mitigate the impacts to the critical areas on the development site. The Hearing Examiner concludes that the Development Agreement will result in positive mutual benefits to both the church and the public.

V.

There were written concerns about the project and what appropriate mitigation would be. These concerns were submitted in response to the Notice of Application and/or as comments on the SEPA Threshold Determination of Non-Significance.

These concerns have been addressed in the Development Agreement and in the Conditions of Approval recommended by Staff, and attached to this Approval of the Zoning Conditional Use Permit by the Hearing Examiner.

There were no public concerns or opposition expressed at the Public Hearing, which indicates public acceptance of the project, subject to the Conditions requested by Staff, and acceptance of the Development Agreement and proposed Mitigation Plan.

VI.

Any Conclusion of Law which is deemed a Finding of Fact is hereby adopted as such. Based on the foregoing Findings of Fact, now are entered the following

CONCLUSIONS OF LAW

I.

Religious facilities are a Conditional Use in the Rural zone. Subject to Conditions of
Approval attached to this Decision, and full implementation of the proposed Development Agreement, the proposed development will be consistent with the Conditional Use Permit Criteria, and the Permit should be approved by the Hearing Examiner.

II.

RCW 36.70B.170 through .210, allows a local government to enter into a Development Agreement, subject to the requirements of RCW 36.70B.170 through .210.

Whatcom County Planning and Development Services, after consultation with the Washington State Department of Ecology and the U.S. Army Corps of Engineers, has recommended approval of the proposed Development Agreement with Cornwall Church.

The Hearing Examiner concludes that the Development Agreement is consistent with the requirements of RCW 36.70B.170 through .210, and with the applicable development regulations of Whatcom County, adopted pursuant to RCW 36.70A.

The Hearing Examiner also concludes that the development is consistent WCC 16.16.280E, and with other applicable zoning regulations, including the Critical Areas Ordinance.

The Hearing Examiner concludes that the proposed wetland mitigation is likely to result in a public benefit, which will more than offset the wetland impacts of the development. The Hearing Examiner should recommend to the Whatcom County Council Approval of the Development Agreement, Exhibit No. 3 in the Hearing Examiner’s file, a copy of which is attached hereto.

III.

Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such. Based on the foregoing Findings of Fact and Conclusions of Law, now is entered the following
DECISION

The Whatcom County Hearing Examiner hereby approves the Cornwall Church Zoning Conditional Use Permit Application, allowing construction of a new parking lot with 126 spaces, modification of the existing parking lot through re-striping, and interior improvements to the existing church building to create additional space for Sunday School programs, located at 4518 Northwest Drive, Bellingham, Washington, subject to the conditions set forth below.

RECOMMENDATION

The Whatcom County Hearing Examiner recommends that the Whatcom County Council Approve the proposed Development Agreement, prepared by Cornwall Church and Whatcom County Planning and Development Services, in consultation with the Washington State Department of Ecology and the U. S. Army Corps of Engineers.

CONDITIONS OF APPROVAL

A. Critical Areas
   1. All compensatory mitigation shall be installed prior to final approval of the parking area. An As-built Report prepared by the qualified consultant shall be submitted and approved prior to final approval of the parking area.

   2. An Assignment of Savings (AOS) shall be submitted to Whatcom County Planning and Development Services prior to installation of the parking area and compensatory mitigation. This form is required to be completed, with bank approval. The amount of the Assignment will be 125% of the cost of the mitigation (planting, installation, monitoring, etc). Per the approved mitigation plan, the AOS shall be in the amount of $11,401.14. The original notarized form shall be returned to Whatcom County. As soon as the mitigation has been installed and inspected, please provide invoices for the cost of plants, installation, report, etc. These funds can be released from the bank account and the remaining funds must remain in the account for an additional five years to ensure maintenance of the mitigation. At the end of the 5-year period, if the mitigation has been successful, this remaining fund amount will be released.

   3. A Land Disturbance Permit shall be obtained from Whatcom County Planning and Development Services prior to grading/fill and installation of compensatory mitigation.
4. The mitigation area shall be placed in a conservation easement filed with the County Auditor in accordance with WCC 16.16. The mitigation area shall be protected with signage in accordance with WCC 16.16.265.

B. Planning Division

1. Consistent with the plans on file, date stamped March 6, 2013, the use and location on the site shall not be modified or changed in any way without further approval of the Whatcom County Hearing Examiner.

2. The Applicant must comply with all conditions of the Development Agreement.

3. Pursuant to WCC, Title 14, the owners of the property upon which this Conditional Use Permit Approval is granted shall sign a statement of acknowledgment containing a disclosure that pertains to the use of natural resources in Whatcom County. This disclosure shall be made on forms provided by Whatcom County, which shall then be recorded in the Whatcom County Auditor’s Office.

4. The Applicant shall submit a final landscape plan consistent with the requirements of WCC 20.36.653 and WCC 20.80.300. The landscape plan shall include landscape modules in the gravel parking area and shall include screening consistent with WCC 20.80.350.

5. All compact stalls must be marked.

6. Wheel blocks shall be installed to designate parking spaces within the gravel parking area.

7. All landscaping and required irrigation shall be installed prior to occupancy. The County may accept, for a period of up to one year, a performance bond or other monetary security, as approved by the Prosecuting Attorney, in lieu of immediate installation, for 125 percent of the labor and materials cost to install the approved landscaping and required irrigation. A landscaping maintenance bond or other approved monetary security, for 10 percent of the labor and materials cost to install the approved landscaping, shall be submitted prior to occupancy or release of any landscaping performance security held by Whatcom County. The maintenance security shall be released in two years, after completion of the landscaping, if the landscaping has been maintained in a healthy, growing condition, and if any dead or dying plants have been replaced.

8. Pursuant to WCC 20.84.210, Conditional Use Permits shall be nontransferable unless said transfer is further approved by the Hearing Examiner.

9. The Applicant shall complete construction, or if no construction is contemplated as a part of this permit, shall demonstrate compliance with all of the conditions of this permit within twenty-four (24) months of the date of the issuance of this Decision.
Failure to complete construction or demonstrate compliance shall result in the expiration of this permit. Substantial progress toward completion may satisfy the terms of this condition if approved by Whatcom County Planning & Development Services and the Hearing Examiner. The Applicant or permit holder may apply for an extension for a term of up to one year upon a showing that substantial progress has been made toward completion of compliance. An extension shall be granted if the Hearing Examiner finds that the Applicant or permit holder will suffer a substantial hardship if the extension is denied. The Hearing Examiner may grant an extension for any other good cause shown, in his discretion, but extraordinary circumstances must be shown to obtain an extension of more than one year. The Hearing Examiner shall obtain the comments of Whatcom County Planning and Development Services before granting any extension.

C. Whatcom County Building
1. A commercial building permit is required for each building structure of this proposal. Such permits will be reviewed under the current adopted edition of the International Building Code (IBC) and must comply with all other applicable Codes and Ordinances adopted by Whatcom County.

2. A pre-application screening is required, prior to building permit application, to determine submittal requirements. The Applicant shall contact the Building Services Division to schedule the screening.

D. Whatcom County Fire Marshal
1. Based on the proposed expansion of interior floor area and expansion of exterior vehicle parking area, the minimum fire flow is required to increase to a minimum storage capacity of 130,000 gallons with an increase of minimum delivery capacity to 2000 gpm at 20 psi.

2. All vehicle parking shall be within a minimum distance of 500 feet from a fire hydrant, measured in a line drivable by fire apparatus.

3. A separate permit from the Fire Marshal’s Office is required for any changes and revisions in order to separate fire protection/suppression systems.

E. Whatcom County Public Works - Engineering
1. All development shall comply with Whatcom County Development Standards.

2. An Engineered Stormwater Design Report shall be submitted for review and approval with any clearing/land disturbance permit application. The Stormwater Report shall address water quality and quantity and shall meet current Whatcom County Standards.

3. As per Chapter 2, Sec. 218, (B), the Applicant shall post a maintenance security with the Division of Engineering for any proposed drainage facilities. The security shall be
for an amount of 10% of the engineer’s construction cost estimate or $5,000 (whichever is greater). The security shall be in effect for two years from the date of provisional acceptance of the new drainage facilities.

4. Prior to any Certificate of Occupancy an As-built drawings (Record Drawings) for the new drainage system/facility must be provided to Engineering Services Division for permanent file record.

   NOTICE

This Approval is subject to all of the above-stated conditions. Failure to comply with them may be cause for its revocation. Complaints regarding a violation of the conditions of this permit should be filed with Whatcom County Planning and Development Services. The Hearing Examiner may not take any action to revoke this approval without further public hearing.

Violations of this title shall constitute Class I civil infractions pursuant to RCW 7.80.120. The maximum penalty and the default amount for such violations shall be consistent with Chapter 7.80.RCW.

NOTICE OF APPEAL PROCEDURES FROM FINAL DECISIONS OF THE WHATCOM COUNTY HEARING EXAMINER

This action of the Hearing Examiner is final. The following review procedure is available from this decision and may be taken by the applicant, any party of record, or any County department.

Appeal to County Council. Within ten business days of the date of the decision a written notice of appeal may be filed with, and all required filing fees paid to, the Whatcom County Council, Courthouse - 1st Floor, 311 Grand Avenue, Bellingham, WA 98225. The appeal notice must state either:

1) The specific error of law which is alleged, or
2) How the decision is clearly erroneous on the entire record.

More detailed information about appeal procedures is contained in the Official Zoning Ordinance at Section 20.92.600-.830. A copy of this document is available for review at the County Council Office. After an appeal has been filed and the Council office has received the hearing record and transcript of the public hearing, the parties will be notified of the time and date to file written arguments.

DATED this 28th day of May 2013.

Michael Bobbink, Hearing Examiner
WHATCOM COUNTY PLANNING AND DEVELOPMENT SERVICES
STAFF REPORT

Hearing Date: May 22, 2013

The application of Cornwall Church for a Zoning Conditional Use Permit and Development Agreement

I. SUMMARY OF APPLICATION AND RECOMMENDATIONS

Summary: The applicant is requesting a zoning Conditional Use Permit and a Development Agreement to create additional parking spaces for Cornwall Church. As part of the conditional use permit the applicant is also proposing interior improvements to the church building to create additional space for Sunday school programs.

Recommendation: The Technical Review Committee recommends approval of the request.

II. PRELIMINARY INFORMATION

A. BACKGROUND INFORMATION

Owner/Applicant: Cornwall Church
4518 Northwest Drive
Bellingham, WA 98226

Authorized Agent: Tony Freeland
Freeland and Associates
220 West Champion Street, Suite 290
Bellingham, WA 98225

Site Location/Address: 4518 Northwest Drive

Legal Description: A portion of Section 02, Township 38 North, Range 02 East W.M.

Assessor’s Parcel Number(s): 380202410033, 380202282077 and 380202358085

Zoning: Rural (R5A)
Comprehensive Plan: Rural
Subarea: Urban Fringe
Total Acreage: Approximately 49 acres
Roads: Private internal access roads
Water Supply: Group 'B' well
Sewage Disposal: Onsite septic system
Fire Protection: Fire District 8
Law Enforcement: Whatcom County Sheriff's Office
Public Schools: Bellingham School District
Topography: The site slopes from the southeast corner down to toward the lowest spot in the northwest corner. There are significant slopes running through north/south through the central portion of the property.
Vegetation: The eastern portion of the site is forested and mostly undeveloped. The northwestern portion of the site contains mowed grass areas and wetlands.
Adjacent Land Uses:
    North: Single Family Residential/Forested
    East: Single Family Residential/Forested
    South: Single Family Residential
    West: Light Industrial/Single Family Residential
SEPA Review: Determination of Non-significance issued April 15, 2013

B. AUTHORIZING CODES, POLICIES, PLANS, AND PROGRAMS:
1. Whatcom County Comprehensive Plan
2. Whatcom County Code Chapter 15, Building Code
3. State Environmental Policy Act (SEPA). Washington Administrative Code Chapter 197-11, Whatcom County Environmental Policy Administration Chapter 16.08
4. Whatcom County Code Chapter 16.16, Critical Areas
5. Whatcom County Code Title 20, Official Whatcom County Zoning Ordinance
6. Whatcom County Code Title 24, Health Regulations

**III. APPLICATION PROPOSAL**

The proposal includes construction of approximately 43,458 square feet of additional parking area with associated stormwater treatment and detention facilities for a total of approximately 673 parking spots for the Cornwall Church campus on Northwest Drive.

The church has 529 existing parking stalls located at 4518 Northwest Drive. The proposal involves retaining 327 of the existing standard parking stalls, restriping 205 existing standard parking stalls to create compact parking stalls, 15 ADA accessible parking stalls and 126 new compact stalls. To accommodate the creation of the 126 new parking stalls the applicant has proposed placing the parking in the lower southwestern portion of the property which is approximately 43,458 square feet.

Three Category IV wetlands area located in this area (two of the wetlands are not regulated by the Whatcom County Critical Areas Ordinance pursuant to WCC 16.16.610.E) and the applicant has proposed to impact approximately 9200 square feet of wetland and 30,000 square feet of buffer. A development agreement, pursuant to RCW 36.70B.170-.210 and WCC 16.16.260(E), has been proposed to mitigate for the parking lot development within the critical areas wetland and buffers. The mitigation is proposed to occur in the north/northwestern corner of the property.

Stormwater runoff from the proposed parking lot will receive treatment through rain gardens located in the landscape area and will receive flow control mitigation through a washed rock detention basin.

In addition to the parking lot expansion the applicant is also proposing to remodel approximately 11,900 square feet of the existing gymnasium space into a multi-purpose room, classroom, and smaller gymnasium space. An additional second floor space within the building envelope for another multi-purpose space and additional classrooms will also be constructed. The exterior of the building will have a new egress stairway and new structurally-independent canopy at the entry.

The development agreement is necessary for the wetland and buffer impacts and for the increase in the compact parking space allowance. The development agreement is not necessary for the internal expansion of the existing building.

**IV. SITE DESCRIPTION**

The subject property is located at 4518 Northwest Drive just to the north of the City of Bellingham Urban Growth Area (UGA).

The site is fairly flat along the Northwest Road frontage, with a 15% slope toward the east, and currently consists of open pasture on the west and woodland on the east.
The property has approximately 630 feet of frontage on Northwest Drive, and 1,320-feet of frontage on an unconstructed portion of West Horton Road at the rear.

The site has several wetlands and associated buffers located throughout the property in the northwest, northeast and the southwest corners. There are three small wetlands located in the southwest corner which is proposed to be the site of the parking lot. Wetland fill has been proposed with mitigation for wetland and buffer impacts occurring in the northwestern portion of the property.

Existing development on the site includes the 72,376 square foot church which includes education and youth meeting rooms, worship assembly area, office, gym and recreation areas and storage. There are 465 existing parking spaces located within the parking lot area and an additional 64 parking spaces in the maintenance road area. Two (2) water tanks for potable water and fire flow are located to the east of the gravel maintenance road. There is one (1) stormwater detention pond with two (2) cells which is located immediately north of the northern most parking lot area.

The proposed site is surrounded by single family residential and forested areas on the north, east and southern borders. The site is bordered by Northwest Drive on the western border with a light impact industrial use and single family residential uses.

**Neighboring properties zoning:**

- **North:** Rural (R5A)
- **East:** Rural (R5A)
- **South:** Urban Residential - Mixed Use (URMX)
- **West:** Light Impact Industrial (LII)

**V. PUBLIC NOTICE AND COMMENT**

**Requirements for public notice** are contained in Chapter 2.33 WCC.

**Notice of Application:** The Notice of Application for this proposal was published on January 27, 2012. The fifteen (15) day comment period ended on February 13, 2012.

A Revised Notice of Application to revise the project description was published on February 15, 2013. The fifteen (15) day comment period ended on March 4, 2013.

A final Revised Notice of Application to clarify parking details was published on March 20, 2013.

**Notice of Public Hearing:** The Notice of Public Hearing for this application was published in a one-time newspaper publication in the Bellingham Herald.
Public Comments: During the public comment period the County received several verbal and written comments regarding this proposal. The comments were mostly regarding potential impacts to wetlands and wildlife and impacts of additional traffic on Northwest Drive. Please see the findings of fact discussions regarding critical areas and roads for further analysis of critical area and traffic impacts.

VI. STATE ENVIRONMENTAL POLICY ACT (SEPA)

The State Environmental Policy Act (SEPA) requires applicants to disclose potential impacts to the environment as a result of their project. The Environmental Checklist submitted by the applicant adequately discloses anticipated environmental impacts as a result of this project. Whatcom County codes and regulations adequately mitigate for these anticipated environmental impacts. Therefore, a Determination of Non-Significance (DNS) is the appropriate threshold determination for this project. The DNS was issued on April 15, 2013 and no appeals were filed.

VII. FINDINGS OF FACT and CONSISTENCY WITH REGULATIONS

A. Whatcom County Comprehensive Plan

Zoning regulations are meant to implement the goals and policies of the County's Comprehensive Plan. Conditional uses are those uses that may be approved if it is determined that the specific use requested is consistent with the general and specific objectives of the Whatcom County Comprehensive Plan.

This proposal for an expansion of parking area and an internal remodel are expansions to the existing church facility which was approved as a conditional use under CUP2000-00012 in August 2000 by the Whatcom County Hearing Examiner. At the time of the approval it was determined that the proposed church was consistent with the Whatcom County Comprehensive Plan. This proposal will not alter the basic use of the land for church purposes but will add additional parking area and classroom/assembly space within the church.

B. Roads and Bridges (WCC Chapter 12.08)

WCC Chapter 12.08 adopts and gives authorization for development standards for development within Whatcom County. Whatcom County shall establish uniform, comprehensive and distinct requirements which shall be applied to all developments. These requirements shall be established as "Whatcom County development standards" and shall exist to provide clear development guidelines for all construction activity within the county. These standards shall establish administrative and technical requirements for the implementation of land use regulations and shall provide the basis by which developments are evaluated to ensure compliance with county regulations.
The Whatcom County Public Works Engineer Department reviewed the proposal and submitted a memo dated March 15, 2013 with the following discussion:

The applicant is requesting a Zoning Conditional Use Permit for the addition of 126 parking stalls benefitting Cornwall Church located at the above address. The applicant proposes to mitigate the additional impervious surface using low impact development (LID) techniques.

Northwest Drive is a county maintained road classified as an Urban Minor Arterial with 6,755 ADT (average daily trip) and speed limit of 45MPH.

Engineering Services have reviewed and approved required traffic analysis which included evaluation of left turn lane capacity on Northwest Drive. It was determined that existing 150ft of left turn lane is still sufficient length to accommodate additional traffic generated by this development.

Engineering Services also reviewed and approved applicant's Land Disturbance Permit which included complete engineered stormwater design report and civil plans for the proposed parking lot.

**All appropriate permits must be obtained before construction. Obtaining a county permit does not replace or over-ride other state and federal statutes and regulations that may apply to this project.

*The Technical Review Committee has determined that the project meets the requirements of WCC Chapter 12.08.*

**C. Building and Fire Code (WCC Title 15)**

WCC Title 15 adopts and amends the applicable building and fire codes. The Building Official is authorized to promulgate such rules, policies and/or procedures as deemed necessary for the efficient operation of the permit process as administered by the department of building safety, designated in IBC Section 103.1, and hereby referred to as the building services division of the Whatcom County Planning and Development Services Department.

The proposed project consists of new parking areas and the following changes to the existing 62,764sf church facility:

1st Floor: Remodel the existing 11,375sf Gymnasium into a smaller Gymnasium, a Multi-Purpose Room, two Classrooms and Storage.

2nd Floor: Create new 7,305sf 2nd floor within ceiling area above the existing Gymnasium consisting of two new Classrooms with Storage and a new Multi-Purpose Room with a raised platform.
These conditions are based on review of the following documents that were submitted by the applicant:

- Whatcom County Conditional Use Application;
- Architectural drawings (dated 2.15.13).

The application was submitted on January 12, 2012 and is subject to review under Title 15 (ORD 2010-041).

During this review, Building Services noted the following initial Building Permit conditions for approval in their May 6, 2013 memo. They are subject to change and additional conditions will be included when more detailed plans are submitted.

1. Due to the scope of the project, a WA State registered architect or professional engineer (PE) will be required to prepare the construction documents (IBC Section 107.3.4).

2. A structural analysis by a Washington State Professional Engineer (PE) will be required.

3. The following requirements/findings are from the 2009 IBC.
   a. Existing shall meet the requirements of IBC Chapter 10 – Means of Egress.
   b. Minimum plumbing facilities (restrooms) are required in accordance with WA State Amendments (WAC) to IBC Chapter 29 – Minimum Plumbing Fixtures and Sanitation Facilities. Subject to Whatcom County Health Department approval, portable restrooms may be an acceptable alternate to permanent facilities.

4. The site and building(s) shall meet the barrier-free, handicap accessible requirements of IBC Chapters 10, 11 and Appendix E; ICC/ANSI A117.1-03; and WAC 51-50.


6. Ventilation shall comply with the current adopted edition of the International Mechanical Code (IMC).

7. Refer to the attached General Conditions for Commercial Buildings for additional building permit requirements.

Whatcom County will be adopting the 2012 edition of most applicable Codes on July 1 of this year. All building permit applications submitted after June 30, 2013 will be reviewed under the new Codes.
WCC Title 15 adopts and amends the applicable fire codes. The Fire Marshal is authorized to promulgate such rules, policies and/or procedures as deemed necessary for safety, designated in IBC Section 103.1, and hereby referred to as the Office of the Fire Marshal.

The Whatcom County Fire Marshal submitted a memo dated May 6, 2013 with conditions of approval.

*The Technical Review Committee has determined that the project meets the requirements of WCC Title 15.*

**D. Critical Areas (Title 16)**

WCC Chapter 16.16 of the Whatcom County Code contains standards, guidelines, criteria and requirements intended to identify, analyze, preserve and mitigate potential impacts to the County’s critical areas and to enhance and restore degraded resources such as wetlands, riparian stream corridors or habitat, where possible.

The following critical areas reports have been prepared and reviewed by staff:

- Mitigation Plan, NWC LLC, January 28, 2013 and revised February 20, 2013

The submitted wetland delineation indicates regulated wetlands and buffers within the area proposed for development. The wetlands have been rated as Category IV wetlands with low habitat functions. The predominant functions of the wetland and buffer are currently related to hydrologic functions. The delineation has been verified by critical areas staff.

The development of the new parking lot in the southwest corner of the property will impact approximately 9,223 square feet of Category IV wetlands. The applicant is proposing mitigation in the form of wetland enhancement at a ratio of 6:1 which will require 1.27 acres of enhancement. Pursuant to the mitigation plan the mitigation will occur within the northwest corner of the property.

The development will also impact approximately 30,000 square feet of wetland buffer. Pursuant to WCC 16.15.680 compensation for buffer impact shall occur at a minimum 1:1 ratio. The applicant is proposing 30,000 square feet of wetland buffer enhancement.

The first wetland mitigation proposal included wetland and buffer enhancement in the northeast corner of the property. After consultation with staff and the Washington State Department of Ecology (Ecology) it was determined the mitigation should occur in the northwest corner of the property adjacent to
Northwest Drive.

Through review with staff, Ecology and the United States Army Corps of Engineers (Corps) it has been determined that 1.96 acres (85,338 square feet) in the north and northwestern portion of the property will be enhanced. At least 1.27 acres of that total will be wetland enhancement.

Development that would adversely impact or alter a critical area or buffer are required to mitigate for those impacts pursuant to WCC 16.16.260, and if they are unable to adequately mitigate those impacts, as determined by the technical administrator, shall be denied. The applicants are proposing to impact and alter a regulated critical area and are proposing a development agreement consistent with WCC 16.16.260(E) and RCW 36.70B.170-.210. The development agreement will allow relief and/or deviation from the standards and requirements of the WCC 16.16.

Critical areas staff have reviewed the revised mitigation plan prepared by NWC, LLC, dated February 20, 2013 for consistency with WCC16.16, Critical Areas Ordinance, particularly WCC16.16.260 (A), Mitigation Sequence, and (E) Alternative Mitigation, and find that the mitigation plan conforms to all requirements:

1. The county shall facilitate review and/or approval of an alternative mitigation plan for a major development as defined by this chapter, a planned unit development pursuant to Chapter 20.85 WCC, and/or a development agreement pursuant to RCW 36.70B.170 through 36.70B.210. The mitigation plan shall be used to satisfy the requirements of this chapter and provide relief and/or deviation as appropriate from the specific standards and requirements thereof; provided, that the standards of impact avoidance and minimization shall remain as guiding principles in the application of these provisions and when it is demonstrated that all of the following circumstances exist:

a. The proponent(s) demonstrate the organizational and fiscal capability to carry out the purpose and intent of the plan;

The proponent has demonstrated the ability to successfully implement mitigation projects within Whatcom County by coordinating Whatcom County Planning and Development Services, the Corps and Department of Ecology to provide on-site mitigation in the current location which will provide the greatest ecological benefit and have the greatest likelihood of success. The mitigation location will also connect with a riparian habitat corridor to the west which has recently been restored through compensatory mitigation. The applicant has demonstrated the ability to successfully establish native shrubs through careful landscaping of the church grounds.
b. The proponent(s) demonstrate that long-term management, maintenance, and monitoring of the watershed will be adequately funded and effectively implemented;

Currently the existing mitigation area is a degraded wetland with connections to an onsite fish bearing stream and the proposed wetland enhancement will increase water quality and increase the diversity and structure of the habitat in the watershed and protect downstream properties. An Assignment of Savings in the amount of 125% of the estimated construction, maintenance and monitoring of the mitigation shall be submitted to Whatcom County Planning and Development Services prior to installation of compensatory mitigation to insure adequate funding.

c. There is a clear likelihood for success of the proposed plan based on supporting scientific information and demonstrated experience in implementing similar plans;

The mitigation plan was developed in accordance with the Whatcom County Critical Areas Ordinance and is based on best available science. The proponent has consulted with Ecology and the Corps and has submitted applications relating to wetland fill accordingly.

d. The proposed project results in equal or greater protection and conservation of critical areas than would be achieved using parcel-by-parcel regulations and/or traditional mitigation approaches;

By providing for comprehensive mitigation for all unavoidable impacts, the project results in equal or greater compensation than would be achieved using parcel-by-parcel regulations and/or traditional mitigation approaches. The category IV wetlands/buffer that are being filled are of low habitat quality and surrounded by development (Church/parking, Northwest Drive and residential development) and the wetlands/buffer to be enhanced are of low quality category IV degraded grassy wetlands/buffer and will be improved to a minimum category II PEM/PSS wetland/buffer system. The enhancement area is connected to a higher quality habitat corridor and is located further from developed areas.

e. The plan is consistent with the general purpose and intent of this chapter and the comprehensive plan;

The mitigation plan is consistent with the general purpose and intent of the critical area ordinance as well as the comprehensive plan. The proponents are utilizing on-site mitigation to further environmental goals identified in the comprehensive plan. This will allow necessary additional parking for the existing church in an organized and efficient manner.
f. The plan shall contain relevant management strategies considered effective and within the scope of this chapter and shall document when, where, and how such strategies substitute for compliance with the specific standards herein; and

*The mitigation plan was developed in accordance with local, state and federal regulations and implements best available science.*

g. The plan shall contain clear and measurable standards for achieving compliance with the purposes of this chapter, a description of how such standards will be monitored and measured over the life of the plan, and a fully funded contingency plan if any element of the plan does not meet standards for compliance.

*The mitigation plan contains relevant management and monitoring strategies considered effective and within the scope of the code. It is also consistent with the general purpose and intent of this requirement. If necessary the technical administrator can extend the monitoring period in the event that the desired mitigation goals are not met during monitoring and a contingency plan is implemented.*

*The Final Mitigation Plan is consistent with the above Critical Areas provisions.*

Development agreements shall be processed pursuant to WCC 20.92.850:

1. The Whatcom County hearing examiner is designated to conduct the open record public hearing for development agreements as defined in the Growth Management Act, Chapter 36.70B RCW.

2. The Whatcom County hearing examiner shall conduct an open record public hearing and prepare a record thereof, and make recommendation to the county council for approval or disapproval of development agreements as defined in the Growth Management Act, Chapter 36.70B RCW.

*The Whatcom County Hearing Examiner shall hold an open record public hearing for the development agreement and shall make a recommendation to the Whatcom County Council.*

Chapter 36.70B.170 Revised Code of Washington

1. A local government may enter into a development agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions
that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW.

2. RCW 36.70B.170 through 36.70B.190 and section 501, chapter 347, Laws of 1995 do not affect the validity of a contract rezone, concomitant agreement, annexation agreement, or other agreement in existence on July 23, 1995, or adopted under separate authority, that includes some or all of the development standards provided in subsection (3) of this section.

3. For the purposes of this section, "development standards" includes, but is not limited to:
   a. Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes;
   b. The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;
   c. Mitigation measures, development conditions, and other requirements under chapter 43.21C RCW
   d. Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features;
   e. Affordable housing;
   f. Parks and open space preservation;
   g. Phasing;
   h. Review procedures and standards for implementing decisions;
   i. A build-out or vesting period for applicable standards; and
   j. Any other appropriate development requirement or procedure.

4. The execution of a development agreement is a proper exercise of county and city police power and contract authority. A development agreement may obligate a party to fund or provide services, infrastructure, or other facilities. A development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Whatcom County is proposing to enter into a development agreement with Cornwall Church, an entity owning real property within Whatcom County, to allow wetland and buffer fill with mitigation.

Critical areas staff submitted a memo dated May 9, 2013 and has determined that the above proposal conforms to the requirements in WCC16.16 and has received critical areas approval as conditioned.
The Technical Review Committee has determined that, as conditioned, the project meets the requirements of WCC Chapter 16.16.

E. WCC Chapter 20.36 - Rural Zone Site and Use Requirements

Pursuant to WCC 20.36.153, churches are allowed by conditional use within the Rural (R5A) zone. In 2000 the applicant requested approval of a 72,376 square foot church building containing classrooms, assembly hall (sanctuary), multipurpose room, nursery, pre-school and offices. An 800 square foot maintenance building, sign, parking lot, water storage facility and stormwater detention system were also permitted on the site. The Whatcom County Hearing Examiner approved the original CUP on August 28, 2000, a revision to clarify square footage on September 20, 2000, and a revision on October 11, 2002 for an expansion of the parent parcel. An additional revision pursuant to WCC 20.84.225 was approved on June 5, 2008.

The proposed development of additional parking and the expansion to the interior of the building does not meet the revision criteria in WCC 20.84.225, and a new conditional use permit was determined to be necessary.

WCC 20.36.350 Building setbacks.
Building setbacks shall be administered pursuant to WCC 20.80.200 (Setback Requirements).

No building setbacks will be reduced through the proposed conditional use permit.

WCC 20.36.400 Height limitations.
Maximum height shall be limited to 35 feet. Height of structures shall also conform, where applicable, to the requirements of WCC 20.80.675, 20.72.490, and the provisions of the Shoreline Management Program, whichever is more restrictive.

There will be no increases in height through this conditional use permit.

WCC 20.36.450 Lot coverage.
No structure or combination of structures, including accessory structures, shall occupy or cover more than 2,500 square feet or 35 percent, whichever is greater of the total area.

The existing facility is approximately 72,000 square feet. No expansion or new buildings will be allowed on the site through this conditional use permit.

WCC 20.36.652 Use of natural resources.
All discretionary project permits for land on or within one-half mile of an area designated as Rural or within 300 feet of an area upon which farm operations
are being conducted shall be subject to the right to farm, right to practice forestry and mineral land disclosure policies contained in WCC Title 14, Use of Natural Resources.

As conditioned, the applicants will be required to record a notice to title including the right-to-farm disclosure.

**WCC 20.36.653 Landscaping.**
Refer to WCC 20.80.300 for landscaping requirements. The applicants submitted a landscape plan with the land disturbance permit (LDP2012-00022). The proposed landscaping is generally consistent with WCC20.80.300, but a final landscape plan will be reviewed and approved with the land disturbance permit.

As conditioned, the applicants are consistent with WCC 20.36.653.

**WCC 20.36.654 Parking requirements.**
Parking shall conform to the requirements of WCC 20.80.500.

The applicant is proposing approximately 673 parking spots for the Cornwall Church campus on Northwest Drive. The church has 529 existing parking stalls located at 4518 Northwest Drive. The proposals involves retaining 327 of the existing standard parking stalls, restriping 205 existing standard parking stalls to create compact parking stalls, 15 accessible parking stalls and 126 new compact stalls.

WCC 20.80.580(15) details the standards for parking at churches with a minimum requirement of 1 parking space for each four (4) seats. The applicant will exceed the minimum requirements. Approximately 50 percent of the total parking spaces will be compact spaces (dimensions less than 10 feet in width and 20 feet in length). The proposal also includes a total of 15 Americans With Disabilities Act (ADA) consistent parking stalls. See the site plan dated stamped March 6, 2013 for more details.

The proposal is consist with WCC 20.36.364 and WCC 20.80.500.

**WCC 20.36.656 Drainage.**
All development activity within Whatcom County shall be subject to the stormwater management provisions of the Whatcom County Development Standards unless specifically exempted. No project permit shall be issued prior to meeting the stormwater requirements of this title and Chapter 2 of the Whatcom County Development Standards.

The Technical Review Committee has determined that, as conditioned, the project meets the requirements of WCC Chapter 20.36.
F. Transportation Concurrency - WCC Chapter 20.78

WCC Chapter 20.78 gives authority to ensure adequate transportation facilities are available or provided concurrent with development.

The preliminary traffic and concurrency proposal shows the CUP is exempt from concurrency requirements pursuant to WCC 20.78.030. An Exemption from Concurrency Evaluation Form was issued on May 7, 2013 (ECE13-0012).

The Technical Review Committee has determined the project is exempt from the requirements of WCC Chapter 20.78.

G. WCC 20.80.21 - Concurrency

WCC Section 20.80.212 states that no conditional use permit shall be approved without a written finding that:

1. All providers of water, sewage disposal, schools, and fire protection serving the development have issued a letter that adequate capacity exists or arrangements have been made to provide adequate services for the development.

2. No county facilities will be reduced below applicable levels of service as a result of the development.

Water & Sewer Discussion: The proposed CUP will utilize an on-site Group ‘B’ well and an individual on-site septic system. The county facilities for water and sewer will not be reduced as a result of this CUP.

Schools Discussion: The proposal is located within the service area designated as the Bellingham School District 501. The proposed CUP will not create an increased need for the school district.

Fire Protection Discussion: The proposal is located within the service area of Whatcom County Fire District #8. The fire district was notified of the proposed CUP and did not respond or provide comments.

The Whatcom County Fire Marshal reviewed application materials on file, and submitted a memo dated May 6, 2013 with proposed conditions of approval.

Finding: The Technical Review Committee has determined that, as conditioned, the project meets the requirements of WCC Chapter 20.80.212.

H. Compliance with WCC 20.84.200 & WCC 20.84.220 Criteria

Before approving an application for a conditional use permit, the hearing examiner shall ensure that any specific standards of the use district defining the
conditional use are fulfilled, and shall find adequate evidence showing that the proposed conditional use at the proposed location.

(1) Will be harmonious and in accordance with the general and specific objectives of Whatcom County’s Comprehensive Plan and zoning regulations.

The church is an existing use in the Rural zone which received conditional use permit approval in 2000 by the Whatcom County Hearing Examiner. The proposal to expand the parking area is needed to serve the existing deficiency in parking with the current membership for Sunday services as well as peak holiday events.

The applicant is also proposing to remodel approximately 11,900 square feet of existing gymnasium space into a multi-purpose room, classroom and a smaller gymnasium space. A second floor space, within the existing footprint, will be added for another multi-purpose room and classroom. This expansion of square footage within the footprint of the existing church building is for existing Sunday school purposes.

Finding: The Technical Review Committee finds that the proposed use is consistent with the above listed Goals and Policies of the Whatcom County Comprehensive Plan.

(2) Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area.

The church is an existing facility that received approval of a conditional use permit from the Whatcom County Hearing Examiner. The site is zoned Rural (RSA), and has Rural zoned areas to the north and east and is developed with larger lot single family residences. The area to the south is within the Urban Growth area and has the potential for higher density single family and multifamily residential development. To the west of the property the site is zoned Light Impact Industrial with the potential for a wide variety of more intensive uses. The development of the church is on an approximately 40 acre parcel with large portions of the site undeveloped in critical areas and forests.

Finding: The Technical Review Committee finds the proposal will be designed, constructed, operated and maintained harmoniously and appropriately and will not change the essential character of the general vicinity.

(3) Will not be hazardous or disturbing to existing or future neighboring uses.

The applicant has proposed landscaping buffers adjacent to the proposed parking lot expansion area.
Finding: The Technical Review Committee finds the proposal will not be hazardous or disturbing to existing or future neighboring uses.

(4) Will be serviced adequately by necessary public facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.

The proposal will have direct access on to Northwest Drive. Water will be provided by a Group 'B' well and sewage disposal will be from an on-site septic system.

Finding: The Technical Review Committee has determined the proposal is serviced adequately by necessary public facilities.

(5) Will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the community.

The proposed use will not require additional requirements at public cost for public facilities and services beyond what is typically provided at a rural level of service.

Finding: The Technical Review Committee has determined there will be no excessive or additional requirements for public facilities and services and will not be detrimental to the economic welfare of the community.

(6) Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reasons of excessive production of traffic, noise, smoke, fumes, glare or odors.

The applicant is not proposing to store any materials or harmful chemicals that would create or cause smoke, fumes, glare or odors and as such will not be detrimental to persons, property, or the general welfare.

Finding: The Technical Review Committee has determined the proposed CUP will not be detrimental to persons, property or general welfare.

(7) Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.

The Whatcom County Public Works Department, Division of Engineering staff has reviewed the proposed use for traffic impacts and has found that as conditioned no traffic impacts will occur with the proposal.
Finding: The Technical Review Committee has determined the vehicular approaches to the site will not interfere with traffic on the surrounding public streets.

(8) Will not result in the destruction, loss or damage of any natural, scenic or historic feature of major importance.

Significant critical areas are located on site and wetland fill is proposed as part of the proposal. However, a development agreement has been developed to allow impacts to the small wetlands located on the southwest corner of the property with significant amounts of wetland restoration and enhancement taking place along the northern border of the property.

Finding: The Technical Review Committee has determined that there will be no destruction, loss or damage of features of major importance. The Technical Review Committee finds the proposal as conditioned, will comply with WCC 20.80.200 and WCC 20.84.220.

I. Health Code (Title 24)

The purpose of Title 24 is to provide minimum standards to safeguard public health and welfare by regulating and controlling the activities considered in this title and any related work.

The Whatcom County Health Department (WCHD) has reviewed the project noted above and has the following comments in a memo dated April 19, 2013:

Water:
The existing building is served by the Cornwall Church of God public water system which has an arsenic treatment system. Prior to building permit approval, the applicant must submit a water sample to demonstrate that the treatment system is operating as designed. In addition, the water system is currently listed as having a blue operating permit (unapproved, but OK for existing connections) with the Washington State Department of Health. This could mean that some documentation is outstanding, and needs to be addressed.

There has been some discussion between the applicant and Building Services to connect the potable water system with the fire flow system. Any alterations to the potable water system must be approved in writing by the Washington State Department of Health.

Sewage:
The Church is served by an existing on-site sewage system (OSS). The proposed remodel will not require an expansion of the OSS, however, prior to building permit approval the OSS must be evaluated by a Licensed Operation and Maintenance Specialist and a Report of System Status submitted to WCHD.
The Technical Review Committee has determined that, as conditioned, the project meets the requirements of WCC Title 24.

VIII. RECOMMENDATION

The Technical Review Committee has determined that subject to the following proposed conditions, the proposal complies with applicable Whatcom County regulations. As stated above, the Technical Review Committee recommends approval of the CUP subject to the following conditions:

IX. CONDITIONS OF APPROVAL

A. Critical Areas

1. All compensatory mitigation shall be installed prior to final approval of the parking area. An as-built report prepared by the qualified consultant shall be submitted and approved prior to final approval of parking area.

2. An Assignment of Savings (AOS) shall be submitted to Whatcom County Planning and Development Services prior to installation of the parking area and compensatory mitigation. This form is required to be filled out and taken to a bank for approval. The amount of the Assignment will be 125% of the cost of the mitigation (planting, installation, monitoring, etc). Per the approved mitigation plan the AOS shall be in the amount of $11,401.14. Please return the original notarized form to the County. As soon as the mitigation has been installed and inspected, please provide invoices for the cost of plants, installation, report, etc. and those funds can be released from the bank. The remaining funds must remain in the account for an additional 5 years to ensure maintenance of the mitigation. This amount will be released at the end of the 5-year period if the mitigation has been successful.

3. A Land Disturbance Permit shall be obtained from Whatcom County Planning and Development Services prior to grading/fill and installation of compensatory mitigation.

4. The mitigation area shall be placed in a conservation easement filed with the County Auditor in accordance with WCC 16.16. The mitigation area shall be protected with signage in accordance with WCC 16.16.265.

B. Planning Division

1. Consistent with the plans on file date stamped March 6, 2013 the use and location on the site shall not be modified or changed in any way without further approval of the Whatcom County Hearing Examiner.

2. The applicant must comply with all conditions of the development agreement.
3. Pursuant to WCC, Title 14, the owners of the property upon which this conditional use permit approval is granted shall sign a statement of acknowledgment containing a disclosure that pertains to the use of natural resources in Whatcom County. This disclosure shall be made on forms provided by Whatcom County, which shall then be recorded in the Whatcom County Auditor's office.

4. The applicant shall submit a final landscape plan consistent with the requirements of WCC 20.36.653 and WCC 20.80.300. The landscape plan shall include landscape modules in the gravel parking area and shall include screening consistent with WCC 20.80.350.

5. All compact stalls must be marked.

6. Wheel blocks shall be installed to designate parking spaces within the gravel parking area.

7. All landscaping and required irrigation shall be installed prior to occupancy. The county may accept for a period of up to one year a performance bond or other monetary security as approved by the prosecuting attorney in lieu of immediate installation for 125 percent of the labor and materials cost to install the approved landscaping and required irrigation. A landscaping maintenance bond or other approved monetary security for 10 percent of the labor and materials cost to install the approved landscaping shall be submitted prior to occupancy or release of any landscaping performance security held by the county. The maintenance security shall be released in two years after completion of the landscaping if the landscaping has been maintained in a healthy, growing condition, and if any dead or dying plants have been replaced.

8. Pursuant to WCC 20.84.210, Conditional Use Permits shall be nontransferable unless said transfer is further approved by the hearing examiner.

9. The applicant shall complete construction, or if no construction is contemplated as a part of this permit, shall demonstrate compliance with all of the conditions of this permit within twenty-four (24) months of the date of the issuance of this decision. Failure to complete construction or demonstrate compliance shall result in the expiration of this permit. Substantial progress toward completion may satisfy the terms of this condition if approved by Whatcom County Planning & Development Services and the Hearing Examiner. The Applicant or permit holder may apply for an extension for a term of up to one year upon a showing that substantial progress has been made toward completion of compliance. An extension shall be granted if the Hearing Examiner finds that the Applicant or permit holder will suffer a substantial hardship if the extension is denied. The Hearing Examiner may grant an extension for any other good cause shown, in his discretion, but extraordinary circumstances must be shown to obtain an extension of more
than one year. The Hearing Examiner shall obtain the comments of Whatcom County Planning and Development Services before granting any extension.

C. Whatcom County Building

3. A commercial building permit is required for each building structure of this proposal. They will be reviewed under the current adopted edition of the International Building Code (IBC) and must comply with all other applicable codes and ordinances adopted by Whatcom County.

4. A pre-application screening is required prior to building permit application to determine submittal requirements. Contact the Building Services division to schedule the screening.

D. Whatcom County Fire Marshal

1. Based on the proposed expansion of interior floor area and expansion of exterior vehicle parking area, the minimum fire flow is required to increase to a minimum storage capacity of 130,000 gallons with an increase of minimum delivery capacity to 2000 gpm at 20 psi.

2. All vehicle parking shall be within a minimum distance of 500 feet from a fire hydrant, measured in a line drivable by fire apparatus.

3. A separate permit from the Fire Marshal’s office is required for any changes and revisions to separate fire protection/suppression systems.

E. Whatcom County Public Works - Engineering

1. All development shall comply with Whatcom County Development Standards.

2. An Engineered Stormwater Design Report shall be submitted for review and approval with any clearing/land disturbance permit application. Stormwater Report shall address water quality and quantity and shall meet current County standards.

3. As per Chapter 2, Sec. 218, (B), the applicant shall post a maintenance security with the Division of Engineering for any proposed drainage facilities. The security shall be for an amount of 10% of the engineer’s construction cost estimate or $5,000 (whichever is greater). The security shall be in effect for 2 years from the date of provisional acceptance of new drainage facilities.

4. Prior to any Certificate of Occupancy an As-built drawings (Record Drawings) for the new drainage system/facility must be provided to the Engineering Services for permanent file record.
Report prepared for the Technical Review Committee by:

Amy Keenan, AICP
Senior Planner
DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into by and between Whatcom County (the "County") and Cornwall Church pursuant to the authority granted by RCW 36.70B.170 through .210, and WCC Title 16, (16.18.260 E) to promote the development of certain real property located within the County upon the following terms and conditions set forth herein.

WHEREAS, Cornwall Church owns certain property identified in Exhibit A ("Property") and legally described in Exhibit A. The Property is an approximate 49.273-acre parcel located at 4518 Northwest Drive, in Whatcom County, Washington, within a portion of Section 02, Township 36 North, Range 02 East, W.M.; Latitude 48.8053821° North, Longitude 122.5195239° West, and

WHEREAS, over the past two years Cornwall Church and the County have been engaged in discussions concerning the construction of a parking lot addition, Cornwall Church pursued project development through the Conditional Use Permit process, Cornwall Church met with County staff who provided Cornwall Church the possible option to pursue permitting of the project under this Agreement, and

WHEREAS, on the effective date of this Agreement, Cornwall Church and Whatcom County enter into the Agreement wherein both Parties agree that Cornwall Church had demonstrated conformance with the Critical Areas Ordinance in the development plans as described herein, and

WHEREAS, Cornwall Church has consulted the US Army Corps of Engineers (Corps) and has received approval, a copy of which is attached as Exhibits B. Permit conditions are included in the development plans as described in the Compensatory Wetland Mitigation Plan, Exhibit C herein; and

WHEREAS, the Parties agree that the purpose of this Agreement is to allow Cornwall Church to go forward with their plans to implement the Critical Areas Mitigation Plan and construct the proposed parking lot addition on said property as described herein, Exhibits D; and

WHEREAS, the County and Cornwall Church recognize the mutual benefits arising from this Agreement providing that certain uses, development standards and mitigation are vested as set forth and herein shall be allowed without further approval or review, (other than building permit review and reviews associated with the building permit review process for the purposes of compliance with building code requirements and for compliance with any terms and conditions of this Agreement); and

WHEREAS, the County and Cornwall Church recognize the mutual benefits (net gains in biological, ecological, and wetland functions and values as prescribed within the Whatcom County Critical Areas Ordinance) arising from Cornwall Church's wetland mitigation plan and the permit requirements from the Corps; and

Cornwall Church: Development Agreement, May 9, 2013
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DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into by and between Whatcom County (the "County") and Cornwall Church pursuant to the authority granted by RCW 36.70B.170 through .210, and WCC Title 16, (16.16.260 E) to promote the development of certain real property located within the County upon the following terms and conditions set forth herein.

WHEREAS, Cornwall Church owns certain property identified in Exhibit A ("Property") and legally described in Exhibit A. The Property is an approximate 49.273-acre parcel located at 4518 Northwest Drive, in Whatcom County, Washington, within a portion of Section 02, Township 38 North, Range 02 East, W.M.; Latitude 48.8053821° North, Longitude 122.5195289° West, and

WHEREAS, over the past two years Cornwall Church and the County have been engaged in discussions concerning the construction of a parking lot addition, Cornwall Church pursued project development through the Conditional Use Permit process, Cornwall Church met with County staff who provided Cornwall Church the possible option to pursue permitting of the project under this Agreement; and

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WHEREAS, Cornwall Church has consulted the US Army Corps of Engineers (Corps) and has received approval, a copy of which is attached as Exhibits B. Permit conditions are included in the development plans as described in the Compensatory Wetland Mitigation Plan, Exhibit C herein; and

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WHEREAS, the County and Cornwall Church recognize the mutual benefits (net gains in biological, ecological, and wetland functions and values as prescribed within the Whatcom County Critical Areas Ordinance) arising from Cornwall Church’s wetland mitigation plan and the permit requirements from the Corps; and

Cornwall Church; Development Agreement, May 9, 2013
Page 1 of 8
WHEREAS, Cornwall Church has entered into this Agreement with the County to seek approval to resolve the Critical Areas Ordinance concerns while providing relief for the Property from strict adherence to the mitigation sequencing requirements found within the Critical Areas Ordinance due to the reasons provided below which relate to the requirements for the use of the property as a church as described herein.

a. A scarcity of alternative locations on the site meeting the requirements of area, location, cost, and suitability for church parking lot addition. The impacts to other areas on-site would also impact critical areas as well as increase area of disturbance due to existing slopes and grading requirements for parking lots and access routes to the existing church.

b. Attendance at Cornwall Church has continued to grow from the time that the facility opened. In an attempt to address the additional parking needs, Cornwall Church has added weekend services. The Church now offers three services during the summer and the winter months. The Church also encourages parishioners to carpool. Even with the added services and emphasis on carpooling, the existing parking count of 465 stalls is insufficient. The proposed increase in parking stalls will address the parking deficiency on the site. There are currently marked 465 parking stalls on the site and the capacity to park another 64 cars in a nearby gravel maintenance area, in addition an overflow parking area and shuttle are available one mile north at the Whatcom County Planning office, as described herein, Exhibits E.

Based upon calculated parking requirements, the existing parking does not meet the demands of typical Sunday services, nor peak events such as Easter or Christmas. Overflow parking now occurs along a gravel maintenance road and at the Whatcom County Planning parking lot. The shortage of parking deters persons from attending the Church services and prevents reasonable use of the facility.

Proposed site plans, including construction of a new asphalt parking lot and restriping in the existing parking lot, will allow the Church to meet its actual parking needs on-site. A summary of parking needs is presented graphically in the attached chart, Exhibits E.

WHEREAS, the County recognizes that Cornwall Church retained Talasaea, Inc. to complete a Critical Areas Assessment Report and Conceptual Mitigation Plan, dated December 15, 2011. A Revised Critical Areas Mitigation Plan was requested and prepared by NWC, LLC dated January 28, 2013 and the revised Mitigation Plan dated February 20, 2013 was reviewed and approved by the Corps (Exhibit B) and shall be included with the Development Agreement submittal to the County for review as described herein, Exhibits C; and

WHEREAS, the County recognizes that no suitable alternative sites are available and Cornwall Church has completed a thorough avoidance and minimization process regarding wetland impacts. Cornwall Church has contacted the Corps, Whatcom County, and Washington State Department of Ecology (“Ecology”) for guidance related to jurisdiction, avoidance, and mitigation, and that these agency comments will be incorporated into the final Compensatory Wetland Mitigation Plan which is incorporated into this Agreement, Exhibit C and
WHEREAS, the standards of critical area impact avoidance and minimization, provided in WCC 16.16.260.A and referenced in the mitigation plan, were utilized as guiding principles in the formulation of the mitigation plan; and

WHEREAS, Cornwall Church has the organizational and fiscal capability to successfully carry out the purpose and intent of the mitigation plan, as demonstrated by previously permitted and implemented wetland mitigation projects; and

WHEREAS, there is a clear likelihood for success of the proposed mitigation plan as the plan is based on County and Ecology mitigation ratios and will follow required monitoring standards, which are based on best available science (BAS) with supporting scientific information, including the completion of Corps Wetland Determination Data forms, Ecology wetland rating forms and a functional analysis of all wetlands; and

WHEREAS, the long-term management, maintenance, and monitoring of the mitigation area will be adequately funded with a mitigation bond per CAO Section 16.16.260.D.1 that will be posted in the amount of 125 percent of the estimated amount to complete mitigation installation, maintenance, and monitoring and is outlined within the mitigation plan as prescribed by County and Ecology standards. Posting of this bond ensures the mitigation will be adequately funded and that the watershed affected by the mitigation plan will not be negatively affected; and

WHEREAS, the mitigation plan is consistent with the general purpose and intent of the CAO as it satisfies the mitigation requirements of the CAO and follows the standards of impact avoidance and minimization; and

WHEREAS, the mitigation plan is consistent with the goals and policies of the Whatcom County Comprehensive Plan, particularly Goal 11C and Policy 11K-5, in that it preserves private property rights and implements Whatcom County’s environmental goals and policies through a comprehensive wetland mitigation strategy, which incorporates onsite wetland enhancement and creation; and

WHEREAS, the proposed project results in equal or greater protection and conservation of critical areas than would be achieved using traditional mitigation approaches. The subsequent wetland functions will be higher with regards to habitat quality, water quality function, and hydrologic function (areas of mowed grass versus protected scrub/shrub and forested habitat with an un-mowed herbaceous layer) and

WHEREAS, the mitigation plan contains clear and measurable standards (Exhibit C) for achieving compliance with the purposes of the Whatcom County CAC, and a description of how such standards will be monitored and measured over the life of the plan and a fully funded contingency plan shoud any element of the plan not meet the standards for compliance, and

WHEREAS, the Whatcom County Council authorizes the County Executive to execute this Agreement on behalf of the County; and

WHEREAS, the County issued a Determination of Non-significance on April 15, 2013; and
WHEREAS, following public notice provided in a manner consistent with the County requirements and by law, a public hearing was held by the County Hearings Examiner on May 22, 2013; and

THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and Cornwall Church agree as follows:

1. Approval of Development. Cornwall Church is hereby authorized to construct the Church parking lot addition and critical areas mitigation plan as set forth in Exhibits C, D & F. This proposed parking lot addition project at full build out, will include a total of approximately 43,457 SF (0.9976 acres) of paved parking area including curbs; approximately 532 SF (0.0122 acres) of sidewalks/stairs and approximately 13,000 square feet (0.2984 acres) of newly landscaped area(s). The proposed wetland enhancement area after construction will be approximately 64,088 square feet (1.47 acres). The proposed upland enhancement area after construction will be approximately 21,250 square feet (0.49 AC). Stormwater enhanced treatment will be provided in bioretention areas/Rain Gardens as described the approved Civil Engineering Plans and Landscape Plans, or as amended with Whatcom County Planning and Development Services approval, as described in, Exhibits F.

2. Property. The location of the Property subject to this Agreement is depicted on Exhibit A and legally described in Exhibit A.

3. Conditions. The development is subject to the Findings of Fact, Conclusions of Law and decision of the Hearing Examiner for CUP2012-00001 and decision of the County Council in regard to the Development Agreement.

Development Standards.

3.1 Parking Requirements. Cornwall Church was able to demonstrate through a parking study an average parking ratio of 1 space per every 2 seats. The parking study also indicates that at maximum capacity the estimated parking requirements will be 662 spaces. Cornwall Church proposes 673 total parking spaces, as described herein, Exhibits D & F. Fifty (50) percent of the 673 spaces are allowed to be considered compact parking spaces.

3.2 Outdoor Lighting. All outdoor lighting shall be shielded and directed away from neighboring streets and properties.

3.3 Incorporation by Reference. The conditions of approval for the JARPA Section 404 permit, the conditional use permit issued by the Whatcom County Hearing Examiner and any conditions of approval attached by Whatcom County Council to the approval of the Development Agreement are incorporated by reference herein.

3.4 Mitigation Plan. As provided in Exhibit C.
4. **Final Approval.** This Agreement shall be deemed the final land use approval. Land disturbance permits and construction permitting shall be obtained prior to commencement of construction and development.

5. **Notification to County.** Prior to commencement of any activity permitted by this Agreement, Cornwall Church shall notify the Technical Administrator and County Planning Director in writing of the date of the commencement of any such activity and provide a description and scope of the activity planned.

6. **Vested Rights.** The permitted land and conditional land uses identified in this Agreement are entitled to and vested within the property described in Exhibit A and shall be subject only to those rules, requirements approved site plan and Compensatory Wetland Mitigation Plan as set forth in this Agreement and conditions attached by the County Council or Hearing Examiner upon the approval of the Development Agreement and Conditional Use Permit; provided, however that any building structure shall be subject to the applicable building code requirements, Zoning Code, fire code, health code and engineering requirements.

7. **Variances.** Nothing herein shall limit or prohibit Cornwall Church from seeking a variance from any of these standards pursuant to the variance criteria set forth in the WCC 20.84.

8. **Anticipated Development Phasing.** Exhibits C & D depicts the development area(s) parking addition and critical areas mitigation area within the subject property. Cornwall Church anticipates that it will conduct development in accordance with approval from the Whatcom County Planning Department and applicable agencies, i.e., Ecology and Corps, as required.

9. **Conservation Easement.** A Conservation Easement shall be established by Cornwall Church for the north/northwest portion of the Property/parcel as indicated in the Wetland Mitigation Plan given to the County (Exhibit C) and shall include those areas containing the compensatory wetland mitigation, protected wetlands and associated protected buffers.

10. **Monitoring Period.** Per WCC16.16.690(B)(3), if the mitigation project involves the establishment of forested plant communities, the technical administrator shall have the authority to require a monitoring period of up to 10 years. The monitoring period shall be 10 years which will maintain consistency with the 10 year monitoring period required by the Corps. Native Growth Protection Areas signs shall be installed in the locations indicated in the mitigation plan (Exhibit C).

11. **SEPA Review.** The State Environmental Policy Act (SEPA) review has been conducted and completed by the County and the County has issued a determination of non-significance (DNS).

12. **Recording.** This Agreement shall, when approved by the County Council and executed by the Parties hereto, be filed as a matter of public record in the office of the Whatcom
County Auditor and shall be in the nature of a covenant running with Cornwall Church Property.

13. **Dispute Resolution.** In the event of any dispute as to the interpretation or application of the terms or conditions of Agreement, Cornwall Church and the County, through their designated representatives, shall meet within ten (10) days after the receipt of a written request from any party for the purpose of attempting in good faith to resolve the dispute. Such a meeting may be continued by mutual agreement to a date certain to include other persons or parties, or to obtain additional information.

14. **Mediation.** In the event that such a meeting does not resolve the dispute and prior to commencing any litigation except for a request for a temporary restraining order and preliminary injunction, the Parties shall first attempt to mediate the dispute. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, a list of seven mediators with experience in land use matters and applicable Washington State land use law shall be requested from the Whatcom County Superior Court Presiding Judge. Each party shall take its turn in striking one name from the list until one name remains. A flip of a coin shall determine which party strikes the first name. Any expenses of the mediator shall be borne equally by the Parties. However, each side shall bear their own costs and attorney fees arising from participation in the mediation.

15. **Applicable Law.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.

16. **Binding Effect.** This Agreement shall be binding upon Cornwall Church and the County.

17. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the Parties to the maximum extent allowable under law.

18. **Modification.** This Agreement shall not be modified or amended except in writing signed by Cornwall Church and the County or their respective successors in interest.

19. **Further Good Faith Cooperation.** Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The Parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement.

20. **No Presumption Against Drafter.** This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

21. **Notices.** All communications, notices, and demands of any kind which a party under this Agreement is required, or desires to give to any other party, shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy.
mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

County: Whatcom County:

________________________

________________________

Cornwall Church: Mike York, Church Business Manager

4518 Northwest Drive

Bellingham, WA 98226

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

22. **Duration.** This Agreement and the rights and obligations set forth in this Agreement shall be for a period of twenty (20) years.

23. **Effective Date.** The Effective Date of this Agreement for the purposes of vesting is the date that Whatcom County determined Cornwall Church conditional use permit application to be complete. Any subsequent adopted zoning ordinance regulation, rule or requirement of Whatcom County or other applicable jurisdiction that is inconsistent with or more stringent than any term or condition of this Agreement shall not apply or bind Cornwall Church.

24. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein. This Agreement supercedes all previous understandings or agreements between the parties concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, Cornwall Church and the County have caused this Agreement to be executed in their names and to be attested by their duly authorized officers this ___ day of ____________, 2013.
Cornwall Church

By: _____________________________

Mike York, Church Business Manager

Date: ____________________________

Whatcom County

By: _____________________________

Jack Louws, County Executive

Date: ____________________________
STATUTORY WARRANTY DEED

THE GRANTOR(S), Goldine Lathrop, a widow for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey, and warrants to Cornwall Church, a Washington Non-Profit Corporation the following described real estate, situated in the County of Whatcom, State of Washington:

SEE ATTACHED EXHIBIT A

Abbreviated Legal: (Required if full legal not inserted above.) Ptn Blk 84 Pnt of Bkerview Add to the City of Bham V7/Pg40-45

Tax Parcel Number(s): 380202 410033 0060

SUBJECT TO: This conveyance is subject to covenants, conditions, restrictions and encumbrances, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

Dated: July 9, 2007

Goldine Lathrop

STATE OF Washington

COUNTY OF Whatcom

I certify that I know or have satisfactory evidence that Goldine Lathrop is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 20, 2007

Notary name printed or typed: Marlin DuBois
Notary Public in and for the State of Washington
Residing at Bellingham
My appointment expires: March 17, 2011
EXHIBIT A

A tract of land in Block 84, Bakerview Addition to the City of Bellingham, according to the Plat thereof, Recorded in Volume 7 of Plats, Page(s) 40 through 45, Records of Whatcom County, Washington, described as follows:

Beginning at the Southeast corner of the said Block 84, thence North 89°59'14" West along the South line of Block 84, 963.91 feet to the true point of beginning; thence North 0°34'56" 626.00 feet to the South line of the tract recorded in Volume 152 of Deeds, Page 299, and File #658648; thence South 89°55'27" West, 331.48 feet to the West line of Block 84; thence Southerly along the West line of Block 84, 625.39 feet to the Southwest corner of Block 84; thence Easterly along the South line of Block 84, 331.30 feet to the true point of beginning.

Situate in Whatcom County, Washington.
When Recorded Return to:
CORNWALL PARK CHURCH OF GOD
3210 MERIDIAN STREET
BELLEFGHAM, WA 98225
ATTN: MICHAEL S. GISH

Charter Title Corporation

STATUTORY WARRANTY DEED

THE GRANTOR DONALD J. KOSA AND CATHERINE C. KOSA, HUSBAND AND WIFE

for and in consideration of TEN DOLLARS AND OTHER VALUABLE
CONSIDERATION ($10.00 & OVC) in hand paid, conveys and warrants to CORNWALL PARK CHURCH OF GOD

the following described real estate, situated in the County of WHATCOM, State of Washington:

Legal description attached hereto as Exhibit A. - pg 2.

Legal Description (Abbreviated):
PTN SE SW 238-2

Assessor's Tax Parcel ID# 380202 295077 0000, 380202 358085 0000

Dated: 02/01/00

DONALD J. KOSA

CATHERINE C. KOSA

STATE OF WASHINGTON,
COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that DONALD J. KOSA AND CATHERINE C. KOSA signed this instrument, and acknowledged it to be, THEIR free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 2/9/00

Deborah Hemphill
Notary Public in and for the State of Washington, residing at BELLINGHAM
My appointment expires 09/15/02

788
EXHIBIT A

PARCEL A:

A TRIANGULAR PIECE OF LAND IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, WITH THE EASTERY LINE OF THE NORTHWEST DIAGONAL ROAD; THENCE NORTHEASTERLY ALONG THE EASTERY LINE OF SAID ROAD, 258 FEET TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID ROAD TO A POINT IN THE EAST LINE OF SAID QUARTER SECTION, BEING 272 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE PLACE OF BEGINNING; ALSO THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., EXCEPT ROAD AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE CORNER POST BETWEEN SECTION 2 AND 11, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., RUNNING THENCE EAST ON THE LINE BETWEEN SAID SECTION 2 AND 11 TO THE POINT WHERE THE COUNTY ROAD KNOWN AS THE NORTHWEST DIAGONAL ROAD, CROSSES SAID SECTION LINE; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY SIDE OF SAID ROAD TO THE POINT ON THE LINE BETWEEN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SAID SECTION 2 AT WHICH SAID ROAD CROSSES SAID LINE; THENCE SOUTH TO THE PLACE OF BEGINNING.

SITUATE IN COUNTY OF WHATCOM, STATE OF WASHINGTON.

PARCEL B:

BLOCK 85, BAKERY VIEW ADDITION TO THE CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGES 40 TO 45, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.
WHEN RECORDED RETURN TO:
Name: Michael Gish in care of Cornwall Church
Address: 4518 Northwest Road
Bellingham, WA 98226

Escrow Number: 2016GDLW
Filed for Record at Request of: Stewart Title of Western Washington, Inc.

STATUTORY WARRANTY DEED

The Grantors, David Leo Anderson and Hannah Anderson, husband and wife for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, conveys, and warrants to Cornwall Church, a Non-Profit Corporation, the following described real estate, situated in the County of Whatcom, State of Washington:

That part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 38 North, Range 2 East of the Willamette Meridian, lying East of the Northwest diagonal Road, more particularly described as follows, to-wit:

Commencing at the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 2, Township 38 North, Range 2 East; thence West a distance of 520 feet to the Northeasterly line of the Northwest diagonal Road; thence Southeasterly along the Northeasterly line of said Northwest diagonal Road, a distance of 820 feet to a point; thence Northeasterly a distance of 130 feet to the East line of said Southeast Quarter of the Southwest Quarter; thence North on said east line of said Southeast Quarter of the Southwest Quarter a distance of 730 feet to the place of beginning.

Situate in Whatcom County, Washington.

Assessor's Property Tax Parcel No. 388202 244110

Subject to: See Exhibit "A" attached hereto and made a part hereof.

Dated: September 10, 2002

David Leo Anderson

Hannah Anderson

STATE OF Washington

) ss.

COUNTY OF Whatcom

I certify that I know or have satisfactory evidence that David Leo Anderson and Hannah Anderson are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: September 10, 2002

Diana L. Casey

Notary Public in and for the State of Washington

Residing in: Bellingham

My commission expires 8/8/2004

790
EXHIBIT "A"

Easement and the terms and conditions thereof:
Purpose: Telephone Line
Affects: Said Premises and Other Property
Dated: August 18, 1927
Recorded: October 24, 1927
Recording No.: 333822

Oil and Gas Lease affecting the premises hereinafter stated upon and subject to all the provisions therein contained.
Lessor: David Leo Anderson and Hannah Anderson, husband and wife
Lessee: Erco, Inc.
Dated: July 17, 1981
Recorded: December 10, 1981
Recording No.: 1407236
For a term of: 10 years, or as long thereafter as gas or oil or either of them is produced from the land.
Affects: Said Premises

Said Lessee's interest is now held of record by Search Natural Resources, Inc.

Easement and the terms and conditions thereof:
Purpose: Ingress and Egress
Affects: Said Premises and Other Property
Dated: May 16, 1983
Recorded: May 17, 1983
Recording No.: 1448004
After recording return document to:

Pacific Surveying & Engineering
1812 Cornwall Ave.
Bellingham, Washington 98225

DOCUMENT TITLE: QUIT CLAIM DEED FOR COUNTY ROAD RIGHT OF WAY
REFERENCE NO. OF RELATED DOCUMENT: 2000201439
GRANTOR(S): CORNWALL PARK CHURCH OF GOD
GRANTEE(S): WHATCOM COUNTY
ABBREVIATED LEGAL DESCRIPTION: PORTION SECTION 2, T38N, R2E, W.M. AND BLOCK 85, BAKERVIE VIEW ADDITION TO CITY OF BELLINGHAM, V.7 PGS. 40-45 OF PLATS.

ADDITIONAL LEGAL DESCRIPTION ON PAGE 3 OF DOCUMENT.
ASSESSORS TAX PARCEL NO.:

3802023580850000
3802022950770000

QUIT CLAIM DEED

The grantor, Cornwall Park Church of God, a Washington Corporation as its sole and separate property, of Whatcom County, WA, for and in consideration of mutual benefits, conveys and quit claims to WHATCOM COUNTY, a parcel of land for all public right-of-way purposes, described by legal description attached hereto as Exhibit "A"
DATED this 26th day of February, 2001.

GRANTOR

STATE OF WASHINGTON )
) S.S.
COUNTY OF WHATCOM )

Michael S. Gash
I Certify that I know or have satisfactory evidence that ____________________ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman / President ____________________ of Covenant Bank Church to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

3-26-01
DATED

"Marcella J. Erdman"
SIGNATURE OF NOTARY PUBLIC

Marcella J. Erdman
Name Printed

Notary Public
Title

07/14/03
My Appointment Expires
EXHIBIT "A"

LAND DESCRIPTION
FOR
RIGHT OF WAY FEE CONVEYANCE

THE SOUTHWESTERLY FIFTEEN (15) FEET OF THE SOUTHWESTERLY LINE ADJOINING THE NORTHEASTERLY MARGIN OF NORTHWEST DIAGONAL ROAD WITHIN THE FOLLOWING DESCRIBED PARCEL:

(STATUTORY WARRANTY DEED PER AUDITORS FILE # 2000201439)

A TRIANGULAR PIECE OF LAND IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, WITH THE EASTERLY LINE OF THE NORTHWEST DIAGONAL ROAD; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID ROAD, 258 FEET TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID ROAD TO A POINT IN THE EAST LINE OF SAID QUARTER SECTION, BEING 272 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE PLACE OF BEGINNING; ALSO THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., RUNNING ALONG THE LINE BETWEEN SAID SECTION 2 AND 11 TO THE POINT WHERE THE COUNTY ROAD KNOWN AS THE NORTHWEST DIAGONAL ROAD CROSSES SAID SECTION LINE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY SIDE OF SAID ROAD TO THE POINT ON THE LINE BETWEEN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SAID SECTION 2 AT WHICH SAID ROAD CROSSES SAID LINE; THENCE SOUTH TO THE PLACE OF BEGINNING.

SITUATE IN COUNTY OF WHATCOM, STATE OF WASHINGTON.
After recording return document to:
Cornwall Church
4518 Northwest Drive
Bellingham, WA 98226

DOCUMENT TITLE: COVENANT TO BIND PROPERTIES

ASSESSOR'S TAX PARCEL NUMBER(S): 380202 244110 0000, 380202 255077 0000

I/we Cornwall Church of Bellingham, WA, as/are owner(s) of the following described real properties, for and in consideration of being granted building and/or development permits, as required by Whatcom County regulations. I/we do hereby generally covenant that the lots described as follows:

ADDRESS: 4542 Northwest Drive, 4518 Northwest Drive.

LEGAL DESCRIPTION(S): See attached, Page 2

shall hereinafter be bound together for the purpose of compliance with the Official Whatcom County Zoning Ordinance - CUP #3-0012.

I/we do hereby affirm that no portion of the above-described properties shall be sold in violation of any provisions of Whatcom County zoning or Subdivision Ordinances, unless such action is determined by Whatcom County or another appropriate governmental or judicial authority to be exempt or approved in accordance with subdivision and zoning regulations. The Covenant shall run with the land, is for the benefit of the general public, and shall be binding upon my/our heirs, devisees, executors, administrators, successors, and assigns.

EXECUTED this 15th day of NOVEMBER 2008

Signature of property owner

STATE OF WASHINGTON
COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that

Michael S. Clark

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the use and purpose mentioned in the instrument.

DATED: 11/11/08

Elizabeth C. Grant

NOTARY PUBLIC in and for the State of Washington

My appointment expires: 3/1/10

Whatcom County

Approved by Whatcom County this 15th day of NOVEMBER 2008

Michael Bestley

For Whatcom County
EXHIBIT A

TAX PARCEL #: 380202 244110 0000

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, LYING EAST OF THE NORTHWEST DIAGONAL ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, TOWNSHIP 38 NORTH, RANGE 2 EAST, THENCE WEST A DISTANCE OF 520 FEET TO THE NORTHEASTERLY LINE OF THE NORTHWEST DIAGONAL ROAD, THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID NORTHWEST DIAGONAL ROAD, A DISTANCE OF 820 FEET TO A POINT, THENCE NORTHEASTERLY A DISTANCE OF 130 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE NORTH ON SAID EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 730 FEET TO THE PLACE OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON
EXHIBIT B

TAX PARCEL#: 380202 295077 0000

A TRIANGULAR PIECE OF LAND IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, WITH THE EASTERLY LINE OF THE NORTHWEST DIAGONAL ROAD; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID ROAD, 258 FEET TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGELS TO SAID ROAD TO A POINT IN THE EAST LINE OF SAID QUARTER SECTION, BEING 272 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE PLACE OF BEGINNING; ALSO THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., EXCEPT ROAD AND EXCEPT A TRACT DESCRIBED AS Follows: BEGINNING AT THE QUARTER CORNER POST BETWEEN SECTION 2 AND 11, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., RUNNING THENCE EAST ON THE LINE BETWEEN SAID SECTION 2 AND 11 TO THE POINT WHERE THE COUNTY ROAD KNOWN AS THE NORTHWEST DIAGONAL ROAD, CROSSES SAID SECTION LINE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY SIDE OF SAID ROAD TO THE POINT ON THE LINE BETWEEN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SAID SECTION 2 AT WHICH SAID ROAD CROSSES SAID LINE; THENCE SOUTH TO THE PLACE OF BEGINNING.

SITUATE IN COUNTY OF WHATCOM, STATE OF WASHINGTON.
DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-3755
APR 15 2013

Regulatory Branch

Cornwall Church
Mr. Mike York
4518 Northwest Drive
Bellingham, Washington 98226-9056

Reference: NWS-2011-1107
Cornwall Church

Dear Mr. York:

In an e-mailed correspondence dated January 28, 2013, your agent requested a modification to the approved mitigation for the referenced Nationwide Permit (NWP) 39 verification issued to you on August 15, 2012. The work authorized was to place fill in 0.21 acre of wetlands to construct additional parking facilities for Cornwall Church near Bellingham, Washington. You requested a permit modification to revise special condition “b” requiring the implementation of the mitigation plan titled, “Critical Areas Report, Habitat Functional Assessment, and Detailed Conceptual Mitigation Plan,” revision dated February 29, 2012.

We have reviewed your request and verified that this NWP still authorizes this project provided you ensure that the work is performed in accordance with enclosed drawings dated February 20, 2013 and in accordance with the modified special condition listed below.

b. You shall implement and abide by the mitigation plan “Mitigation Plan, Cornwall Church Parking Lot Expansion,” revision dated February 20, 2013. Mitigation shall be constructed before or concurrent with the work authorized by the permit.

This NWP verification supersedes the verification authorized by this office on August 15, 2012. All other terms and conditions contained in the original NWP verification remain in full force and effect. Our verification of this NWP authorization is valid until March 18, 2017 unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work has not been completed by that date, please contact us to discuss the status of your authorization. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all State and local permits that apply to this project.
A copy of this letter with enclosures will be furnished to Katrina Jackson of Northwest Wetlands Consulting, LLC, 1214 Xenia Street, Bellingham, Washington 98229. If you have any questions, please contact me at (360) 734-3156 or via email at randel.j.perry@usace.army.mil.

Sincerely,

[Signature]

Randel Perry, Project Manager
Regulatory Branch

Enclosures
DRIVING DIRECTIONS:
1. TAKE I-5 NORTH FROM THE SEATTLE AREA TO BELLINGHAM.
2. TAKE THE NORTHWEST DRIVE EXIT (EXIT 251).
3. CONTINUE NORTH ON NORTHWEST DRIVE FOR APPROXIMATELY 1.6 MILES,
   BELLINGHAM CHURCH OF GOD WILL BE ON THE RIGHT.

MAP SOURCE: WWW.MAPS.GOOGLE.COM (ACCESSED 8-11-11)
MITIGATION PLAN

Cornwall Church
Parking Lot Expansion

Whatcom County MIT2012-1
CUP2012-1
Corps Ref. # NWS-20111-1107

Prepared for:

Cornwall Church
4518 Northwest Drive
Bellingham, Washington 98226

380202 282007, 380202 358085, 380202 41033

Prepared by:

NWC, LLC
1214 Xenia Street
Bellingham, WA 98229
(360) 510-1605

January 28, 2013
Revised 2/20/2013
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ATTACHMENTS:

VICINITY MAP
SITE OVERVIEW AERIAL
WETLAND IMPACT
SITE PHOTOS
MITIGATION EXHIBIT
1.1 RESPONSIBLE PARTIES

Applicant: Cornwall Church, 4518 Northwest Drive, Bellingham, WA 98226
Wetland Delineation for project area: Talasaea Consultants, Inc.
Mitigation prepared by: Northwest Wetlands Consulting, Bellingham, WA, 360-510-1605
Party (ies) responsible for monitoring, long-term maintenance, and contingency plans:
Cornwall Church

1.2 EXECUTIVE SUMMARY

The project is located in SEC 02, T 38N, R 02E of W.M. Whatcom County, WA.
WRIA: 1 /Basin: Puget Sound

This document provides a proposal for mitigation wetland/buffers impacts associated with fill of
a Category IV low quality degraded wetland. Parking expansion is required to meet the need of
continued growth of the existing church complex. Multiagency guidelines allow for 6:1 en-
hancement replacement for filling Category IV wetlands. This will be the most simple, ecologi-
cal, and economically viable option.

As set forth in WCC 16.16.680 “Compensation for wetland buffer impacts shall occur at a mini-
mum 1:1 ratio.” Whatcom County regulated buffer impact of 30,000 SF (0.69 AC) shall be com-
penated by 0.69 AC of wetland/buffer enhancement.

The plan is revised to address MFR CENWS-OD-RB February 14, 2013. USACE.

1.3 PROPOSED PROJECT

The project adds 126 additional parking spaces and associated stormwater facility--3 rain gar-
dens on the church site. The existing conditions of the proposed area is a mowed field with 4
small wetlands.

Three sides are developed and potential future development of the unimproved road right-of-
way south of the field will completely disconnect the area from other habitats. Project can not
be developed without filling three of the four wetlands.

1.4 ASSESSMENT IMPACTS / COMPENSATION

Wetland Impact -- 9223 SF--highly degraded low quality Category IV
Compensation --1.27 AC of wetland enhancement ratio of 6:1 enhancement to impact.

Buffer Impact-- 30,000 SF (0.69 AC)--highly degraded mowed grass in impact area currently
provides poor connectivity to other habitats, lacks diversity, and is disturbed and in a land-
scape position surrounded by development.

Compensation of 0.69 AC of wetland/buffer provides a ratio of 1:1 and will be established in
wetland/buffer connected to wooded upland/wetland complex which is relatively undisturbed.

Water Quality

The existing wetland/buffer to be filled provides minimal water quality function because the run-
off from impervious surfaces and surrounding development is directed elsewhere. Low grass-
es provide minimal watershed improvement. Grass buffer provides infiltration opportunity at a
low level. Mitigation increases the canopy coverage of native woody species and increases the
capacity for the acreage to uptake direct precipitation and surface run-off. The canopy of trees and shrubs increase shade and help moderate temperature of ground water.

**Sediment Removal:** Regularly short mowed grasses have low potential for sediment removal. No tilling, cropping, or other long term source of sedimentation is indicated in close proximity.

Area to be mitigated is highly invaded with reed canary grass which provides high water quality potential for removing sediments when the stems are rigid. No significant improvement in sediment removal opportunity is anticipated.

**Toxicant Removal:** Area to be filled rates low; potential that maintenance practices may add chemical fertilizer and herbicides exists currently.

**Enhancement will install native hardy species capable of thriving without additional chemical amendments.** Native woody species will have shallow spreading roots and the variety of species have potential to take up a broader range of toxins. Overall potential for reduction of toxins in the watershed is anticipated, while no specific source of toxins is indicated.

**Hydrologic**

Pasture grass provides poor water retention and minimal infiltration in heavy mineral soils in the area to be impacted due to shallow pan structures. Hydrologic functions in the watershed are primarily a function of overall tree canopy.

Above ground biomass in enhancement will improve water absorption capacity which can be transpired slowly through evapotranspiration. Woody species installed, especially in the buffer areas, are expected to increase the capacity of infiltration.

A high volume of direct precipitation is able to be captured in a tree canopy—approximately 50% of the direct precipitation on average may never reach the ground. Young aggressively growing woody species uptake high volumes of water in the early years of a mitigation planting, and levels stabilize at maturity.

**Habitat**

**Production of Organic Matter and it Export:** rates low currently in the area to be impacted and rates low in the field to be mitigated.

**Enhancement will improve the production of organic matter, enriching soils, and providing additional nutrients to surrounding waters.** Quantity of leaf matter, twigs, and downed woody debris are expected to improve.

**General Habitat Suitability:** rates low under current conditions and exposure in the area to be impacted. The mitigation area rates low currently but is a good choice because of opportunity for connectivity to forested upland, wetland areas offsite, and a tributary to Silver Creek.

**Establishment of a tree/shrub stratum is anticipated to improve habitat for urban mammals and a variety of bird species by widening buffers to existing habitat, adding cover, nesting sites, perches, and food web support.**

**General Fish Habitat:** Moderation of temperatures of ground water and run-off is anticipated to improve as part of this mitigation effort and expected to be a general watershed improvement as shade increases long term.
1.5 MITIGATION APPROACH

Mitigation Sequencing

The lowest functioning portion of this site was selected for development. It is also well oriented to existing development. In contrast to other portions of the site the elevation change between the church entrance and the parking expansion area is minimal. Parking in this location will improve accessibility for the elderly and the disabled portion of the congregation. The project location is dependent upon existing property and structures and no area that would be less Impactive could be found.

Alternative options which might have included purchase of land across the street were dismissed in the early planning stages. Absent of safe passage across Northwest Avenue, which does not exist currently, the church going families could not be expected to safely cross. A sky bridge would be cost prohibitive at this time. Wetlands and wetland buffers exist west of Northwest Drive, and unencumbered buildable land may not have been available for purchase.

Utilizing the southwest field and minimizing the number of parking spaces for avoidance or reduction of direct impact would not have been an effective plan for protection of the already disconnected units and disturbed buffers. Functional losses to already poorly functioning units would result from human activity in closer proximity than exists currently. Additional spaces would have to be found elsewhere in any event if the field were not fully utilized. Alternate locations are problematic for various reasons including wetlands, forested cover, and topography. If parking cannot be expanded on the existing church site, the church would need to move to a new location. It is unlikely that a site of this size in Whatcom County could be developed without some impact to wetlands and 0.21 acres impact to low quality degraded wetlands would be small compared to the new wetland impact likely required at a new location.

Degraded wetland areas exist northwest and north central of the existing church and have connection to an offsite fish bearing stream. Moderately well functioning forested and scattered wetlands are found in the northeast corner of the site. Distance from the church entrance and moderately steep topography are problematic. The church would prefer not to cut these trees at this time. Cutting trees would be Impactive to functions in the watershed. Trees on uplands provide good quality infiltration. Opting for impact to an area lacking habitat connectivity in the southwest corner is less Impactive.

The church land extends eastward of this existing parking area. Under current development the outer parking is greater than 270 feet from the entrance to the church. The parking would have been a long distance to walk on hilly terrain. The upland grassy areas is narrow. The forest in the southeast supports several moderately functioning PFO units. To accomplish an equal number of parking spaces, forested cover would have been eliminated and impact to forest wetlands, and/or forested buffers would have been unavoidable and more Impactive than the selected impact site in the southwest corner of the property.

Mitigation Selection

Based upon the Corps' current policies, the preferred order of consideration for compensatory mitigation is 1) use of mitigation bank credits, 2) use of in-lieu fee program credits, 3) permittee responsible mitigation under a watershed approach, 4) permittee-responsible mitigation, on-site and in-kind, then 5) permittee-responsible mitigation, off-site and out-of-kind.

Whatcom County Code 16.16.680.F. "...Compensatory mitigation shall be provided on-site or off-site in the location that will provide the greatest ecological benefit and have the greatest
likelihood of success, provided that mitigation occurs as close as possible to the impact area and within the same watershed as the permitted activity... A waiver would require watershed- or landscape-based analysis.

Mitigation selection of a creation based mitigation proposed in the northeast portion of the site is not acceptable to the Washington Department of Ecology. Correspondence dated 11/01/2012.

"With regards to the proposed impact to the filling of the highly degraded low-quality Category IV wetland for the expansion of the Church parking area, the Department of Ecology (Ecology) does not take issue. Ecology does not agree with the arguments for mitigation in the Northeast corner of the site adjacent to an existing forested wetland in an existing forested buffer... for the following reasons:

Expanding on existing wetlands does not ensure that there will be adequate wetland hydrology. In fact, there are circumstances when excavating next to a wetland actually dries out the existing wetland. A water budget would need to be developed by a hydraulic engineer or similar in order to assure that there would be enough water for both the existing and created wetland.

The existing wetland and buffer in the northeast corner is not in need of restoration or repair. The wetland mosaic is functioning very well currently, and the introduction of large machinery, excavation, and compaction will not be a benefit to this system.

If the existing canopy cover in the forest will prevent future colonization by non-native blackberries, we question why they are present and thriving under the canopy now.

We do not agree that the proposed mitigation site would be stable and functioning at "close to the final mature condition within the first year after completion". It is likely to take the site several years post construction to recover from the drastic disturbance caused by large machinery, etc. The reed canarygrass (RCG) wetland in the northwest part of the site, if properly prepped and planted with successional species should have significant cover of native woody species within a few years. Then it would be on a trajectory toward a stable, successional community.

The argument that wetland creation in the northeast part of the site would be cheaper than wetland enhancement in the northwest part of the site is based on an unrealistic approach to enhancement on this site. We would not advocate or even approve large-scale excavation of the RCG to a depth of 18 inches. In addition, several deciduous species such as cottonwood, willow and red osier dogwood, can be installed as live stakes or whips, which are very inexpensive. Given the degree of wetness of the area as observed from Northwest Avenue, irrigation would not be necessary if planted in the proper time of year. There would be maintenance costs, but they could be minimal if the site is properly prepped and maintenance is not ignored for an extended time period. In addition, planting and maintenance could be completed or at least assisted with the use of youth groups from the congregation if desired. Clearing planting areas, installing whips and future maintenance of the planting areas do not require high levels of skill.

Ecology relates that enhancement mitigation in the northeast corner of the site in an existing degraded wetland is a simpler and more ecologically and economically viable alternative.

Additionally, the Department of Ecology would not require an individual 401 Certification for the plan as outlined in the January 20, 2013 proposed plan enhancement of existing wetland.

Creation is likewise not proposed in the northeast corner as part of the mitigation because successful creation would require deep excavation and removal of RCG infested soils which would not only be costly but not likely approved by WDOE. The development project provides no additional source of hydrology and no guarantee can be made that occasional to seasonal hy-
Hydrology currently found in the shallow pan structures will be adequate to sustain an adjacent newly created wetland. Per guidance found in “Wetland Mitigation in Washington State, March 2006,” enhancement only is an acceptable compensation for permanent loss of Category IV wetlands at a 6:1 ratio, which is proposed in this plan.

While we acknowledge that the Lummi Nation Wetland and Habitat Mitigation Bank is now available and that this project falls within the service area, this is a recent opportunity for this region and was not available for this project during earlier mitigation proposals. In the early stages of the mitigation bank the Lummi Bank will enhance existing wetlands and preserve existing wetlands. Credits are selling for $250,000 and discount is not available for non tribal member projects. The universal ratio for Category IV is 0.85. On this basis, the 0.21 acre of fill would cost $44,625. Archeological would need to be satisfied prior to application to assure a minimum approval time of one month. Purchase is project specific and credits can be purchased at 1/100th of acre units. The bank can be selective and no guarantee of approval for purchase of credits exists. The buffer enhancement proposed in this plan is to offset loss to Whatcom County buffers and could be managed at 1:1 on the church site and is a separate issue. Because the church already owns mitigation land and has a congregation able to volunteer labor and/or provide services and supplies at cost or donation, the cost savings for permittee responsible on-site mitigation is significant as compared to purchase of bank credits.

No in-lieu fee or watershed program is available.

The largest portion of the enhancement plan is located near the road. A dense diverse plant community will provide prefiltration of potentially toxin laden road dust and vehicle exhaust prior to entering fish habitat or higher functioning forested wetlands and is well located based upon opportunity to provide toxin removal functions and adequate hydrology for an enhancement project.

Mitigation projects along the Northwest Drive corridor are excellent options because of landscape position of low density development and over 600 acres of surrounding forested wetlands, scrub shrub wetlands, and associated buffers, emergents wetlands and upland pastures. Within the past 10 year black bear was even spotted on a property near Northwest Drive. Because several high functioning wetlands areas are found in proximity to the selected mitigation site this mitigation can mutually support the functions of the whole system. Currently one new enhancement project in wetlands/buffers along the stream corridor exists west of Northwest Drive in close proximity. The church mitigation project will be supportive of the water quality functions provided by the adjacent habitat project.

Finally, habitat education opportunities exist with the on-site wetland enhancement project as proposed. The mitigation project will be in full public view by many Whatcom County residents in the region passing by on route to the County Planning office. Also, the installation and care of the mitigation is anticipated to have high participation by members of the congregation including the youth group. Enhancement planting is simple enough to be managed by unskilled workers and avoids use of heavy equipment. Long term, a successful mitigation installation will minimize the regular weed maintenance in the northwest portion of the site and will be a cost savings to the church. Aesthetically the site will be enhanced by native landscape.

Landscaping of the church grounds currently demonstrates successful establishment of a good variety of a native dominant shrub community and is well maintained. The organization has therefore demonstrated historically successful establishment of a native woody plant community on site and are good candidates for stewardship of their own mitigation effort on site.
1.6 MITIGATION SITE PLANS

The north and northwest portion of the property covering 85,338 SF (1.96 AC) will be enhanced with native trees/shrubs. At least 1.27 acres of the total will be wetland enhancement. The plan considers the most cost effective, aesthetic option, and minimizes maintenance costs to increase the potential for success. The selected mitigation area appears to have sufficient hydrology to support the establishment of live-stake plantings.

Given the poor condition of the impact area and the dominance of RCG in the Ecology preferred mitigation site, RCG will be managed at the time of planting and performance standards related to survival of newly planted species, only will be required.

Trees at a "sparse" density (18 ft. o.c.) and shrubs at an “average” (6 ft. o.c.) results in 263 trees/1333 shrubs. Tight groups of 15-25 stakes in a group will require planting small dense areas within the RCG wetland and grassy buffers. Eventually these clumps are expected to push outward increasing coverage and gradually overtake the RCG. Meanwhile maintenance between the clumps would be more easily accomplished, although will not be required at any greater intensity than needed for survival of the newly planted species.

<table>
<thead>
<tr>
<th>Common name</th>
<th>Scientific Name</th>
<th>Size minimum</th>
<th>Spacing min</th>
<th>Moisture Tolerance</th>
<th>#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black Cottonwood</td>
<td><em>Populus balsamifera</em> sp. <em>trichocarpa</em></td>
<td>3' stake or bare root</td>
<td>4' oc</td>
<td>Wet - moist</td>
<td>150</td>
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<tr>
<td>Sitka spruce</td>
<td><em>Picea sitchensis</em></td>
<td>18-24&quot; bare root</td>
<td>1 per shrub group</td>
<td>Moist</td>
<td>50</td>
</tr>
<tr>
<td>Shore pine</td>
<td><em>Pinus contorta</em></td>
<td>18-24&quot; bare root</td>
<td>18' oc</td>
<td>Moist - dry</td>
<td>50</td>
</tr>
<tr>
<td>Douglas Fir</td>
<td><em>Pseudotsuga menziesii</em></td>
<td>18-24&quot; bare root</td>
<td>18' oc</td>
<td>Dry</td>
<td>25</td>
</tr>
<tr>
<td>Dogwood Red bark</td>
<td><em>Cornus stolonifera</em></td>
<td>2-3' stake</td>
<td>1' oc 20-25# per 25 SF grouping</td>
<td>Wet - dry</td>
<td>400</td>
</tr>
<tr>
<td>Pacific willow</td>
<td><em>Salix lucida</em></td>
<td>2-3' stake</td>
<td></td>
<td>Wet - moist</td>
<td>200</td>
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<tr>
<td>Yellow-green bark-tall Hookers willow</td>
<td><em>Salix hookerianna</em></td>
<td>2-3' stake</td>
<td></td>
<td>Wet - moist</td>
<td>250</td>
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<tr>
<td>Geyer’s willow</td>
<td><em>Salix geyeriana</em></td>
<td>2-3' stake</td>
<td></td>
<td>Wet - moist</td>
<td>250</td>
</tr>
<tr>
<td>Sitka Willow</td>
<td><em>Salix sitchensis</em></td>
<td>2-3' stake</td>
<td></td>
<td>Wet - moist</td>
<td>233</td>
</tr>
</tbody>
</table>

**Planting specifications**

1. Planting area will be prepared by mowing and then sprayed with a water safe herbicide by a licensed technician in early spring when the green springs are about 6-12 inches high. The planting areas will then be treated a second time in early fall.

2. Areas typically inundated 1' or greater for long duration during the wet season will be voided from planting zone (NW corner).

3. All shrubs will be planted in dense groupings 1' oc. Size of each grouping plot will be 25 SF on average (20-25 plant stakes will be planted in a 25 SF plot.)
4. One Sitka spruce will be planted in each of 50 of the shrub clumps.
5. Black cottonwood will be planted in dense grouping 4' oc. min.
6. Wood chips or mulch will be laid into the planting areas 4" depth. Alternatively equivalent weed barrier biodegradable fabric may be utilized. This will form a patchwork of circles for the shrubs in the field, help maintain weeds prior to planting season, and visibly mark the planting areas for the volunteer planting party.
7. Cuttings (stakes) should be planted mid January to March, or per nursery instructions. If planted in autumn the risk of rot is high. The stake will be inserted point down (buds up) and inserted at least 50% of its length. 2 or 3 buds should be exposed. The soils around the cutting should be tapped down to assure good soils contact.

Minor changes in native plant species may be made based upon availability. Any changes must meet agency approval. Plant material shall be obtained, when possible, from local native plant nurseries.

Weed control

Once the plants are installed, the maintenance of invasive RCG shall be performed by mowing around each individual conifer or shrub/tree grouping 2 foot wide path for a minimum maintenance protocol biannually. Mid level control would add mowing the field as is current practice having care to mow around the native plants. Increased level of maintenance adds spot treatment by a licensed technician around the outer edge of the individual trees or planting groups with glyphosate biannually for the first 3 years, then once annually years 4 and 5 as needed.

1.7 GOALS, OBJECTIVES, AND PERFORMANCE STANDARDS

Long term goals

The goal of this mitigation is to increase the diversity and structure of the habitat and improve water quality in the watershed by increasing coverage of woody native species. A low quality degraded grassy wetland and buffer will be improved to at minimum a two class PEM/PSS wetland/ buffer system.

Specific Goals, Objectives, and Performance Standards

Goal 1: The compensatory efforts increase the coverage of woody species in wetlands in the watershed.

Objective 1: Compensatory efforts shall enhance 1.27 acres by establishing a stand of native shrubs and native tree species at the Cornwall Church site.

Performance standard 1a: Survivalship/coverage shall be at least,
Year 1...100 percent survival
Year 2...90 per percent survival
Year 3...90 percent survival
Year 5...85 percent survival/ 20% coverage
Year 7...85 percent survival/ 30% coverage
Year 10...85 percent survival/ 40% coverage

Volunteer species of appropriated species can be counted for dead or distressed plants.

Performance standard 1b: At least 2 native tree species and 4 native shrub
species will be established by year 3 in the wetland enhancement.

**Performance standard 1c:** Wetland hydrology shall be evidenced by indicators outlined in the Army Corps of Engineers Wetland Delineation Manual and Western Washington Regional Supplement years 3, 4, and 5.

**Objective 2:** Compensatory efforts shall enhance 30,000 SF (0.69 AC) of wetland/buffer.

**Performance standard 2a:** Survivalship/coverage shall be at least,
- Year 1...100 percent survival
- Year 2...90 percent survival
- Year 3...90 percent survival
- Year 5...85 percent survival/20% coverage
- Year 7...85 percent survival/30% coverage
- Year 10...85 percent survival/40% coverage

Volunteer species of appropriated species can be counted for dead or distressed plants.

**Performance standard 2b:** At least 2 native tree species and 1 native shrub species will be established by year 3 in the upland buffer.

**Objective 3:** Compensatory efforts shall establish a moderately diverse native woody plant community.

**Performance standard 3a:** Invasive blackberry (Rubus armeniacus, R. lanciniatus) shall not exceed,
- 30% aerial cover at the end of year 1
- 25% aerial cover at the end of year 2
- 20% aerial cover at the end of year 3
- 15% aerial cover at the end of year 5
- 10% aerial cover at the end of year 7
- 10% aerial cover at the end of year 10

**Performance standard 3b:** Mitigation site shall exhibit 0% coverage of purple loosestrife and Japanese knotweed at the end of years 1, 2, 3, 4, 5, 7, and 10.

### 1.8 Monitoring Plan

The objectives of monitoring are to verify all design features, as agreed to in the plan, have been correctly and fully implemented, and that any changes made in the field are recorded and consistent with the intent of the design of the mitigation. A qualified specialist shall supervise mitigation planting and follow-up. The qualified specialist should check the boundaries and resolve necessary minor adjustments to the plans to allow them to conform to changing field conditions, advise the contractor during construction to adhere to the mitigation plan, and resolve any problems that may develop during the project.

Upon completion of mitigation project installation, the permittee should contact a qualified specialist, so that an "as-built" report can be completed. At one year after the approval of the as-built, monitoring will commence. Vegetation and signage shall be monitored once per monitoring period years 1, 2, 3, 5, 7, and 10. Whatcom County monitoring includes years 1, 2, 3, 4, 5. If performance standards are on track permittee may submit a request for release from monitoring prior to the agreed monitoring period, agency (ies) may determine additional monitoring
is not required. Reports shall be submitted by December 31 of any monitoring year to the Seattle District Corps of Engineers.

Photo points shall be selected at the time of as-built and photo documentation shall be completed at these same locations for comparison each monitoring period.

1.9 SITE PROTECTION

In accordance with code provisions, the mitigated area shall be placed in a conservation easement filed with the County Auditor. A sample pre-approved form is available on the Whatcom County website.

Native growth protections signs as located on the Mitigation Exhibit shall be placed at approximately one per every 200’ and designed as per Whatcom County specification, see Appendix C of the Critical Areas Ordinance.

The mitigation site is located in a portion of the site which has demonstrated years with no negative human incursion in spite of surrounding existing development. The deep roadside ditch, the undulating topography, and wetness discourage human activity near the mitigation site. No added benefit can be found to justify the added expense or separation by fencing. Likewise a thorny vegetative border would be difficult to maintain in the RCG and survival challenged with no evidence that protection would increase by this effort. Site is highly visible from the road heavily travelled by Whatcom County officials daily and will be monitored regularly as per schedule a will be adequate to assure human intrusion does not become a problem.

1.10 MAINTENANCE AND CONTINGENCY PLANS

Regular site maintenance is a crucial component to ensure mitigation site success. The plantings will be monitored for viability, competition from weeds, rodent damage, bare patches, vandalism, drought, herbicide damage, mowing damage, and deer browse. Corrective actions will be taken as part of the maintenance program to maintain survival of plants. Plant condition should be inspected during each growing season as soon as the plants have had adequate time to leaf out.

Plants shall be replaced during any period a short fall is noticed. Some loss is anticipated; therefore, maintenance replanting is anticipated. Clearing circles around each grouping plot and each conifer or conifer group shall be 2’ wide and maintenance shall be at minimum on a biannual basis for the first 3 years, once annually years 4 and 5.

Most of the mitigation area is reasonably well hydrated. In order to improve survivalship. Plants installed in the drier upland buffers should be watered during any droughty period receiving less than 1” per week rainfall during at least the first and second years after installation, until trees and shrubs have had adequate time to develop strong root systems.

It shall be the responsibility of those carrying out the maintenance to report “problems” in a timely manner to allow mid-course corrections as agreed upon by a cooperative effort among the permittee, wetland consultant, landscape team, and Whatcom County and the Corps of Engineers. Contingency may include additional planting to replace dead or distressed plants to meet performance standards. Contingency may include plant substitution of type, size, quantity, and location and must be approved by the permitting agencies.

Long term some tree thinning in the buffer area may be required as part of landscape practices to preserve and protect the best conifer specimens if they become crowded years 7-15. What-
com County should be notified prior to performing this action. Performance standards as agreed will not be compromised by this act.

RCG shall be managed at a level to assure the survival performance of the newly established plants is not threatened.

1.12 FINANCIAL ASSURANCES

The applicant shall post an assignment of saving surety in the amount of 125% of the estimated cost of the uncompleted actions. Surety shall be based on initial cost estimate of the mitigation action including plant materials, plant installation, weed control, monitoring, and/or other related costs. Surety allowance shall remain in effect until Whatcom County determines in writing, that the standards for the bond requirement have been met at duration limit detailed in the code.

<table>
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<tr>
<th>Plant materials (1333 shrub stakes @ .75)</th>
<th>$ 1026.41</th>
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<tbody>
<tr>
<td>(263 tree @ $2.50)</td>
<td>657.50</td>
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<tr>
<td>Mulch 25 c.y. @ $40/ c.y.</td>
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<td>Site preparation 1.96 AC @ $450/ AC</td>
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<tr>
<td>Native growth protection signs 7@ 65</td>
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<td>Maintenance $300/ AC @ 8</td>
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<tr>
<td>As-built and first 5 years monitoring reports</td>
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<tr>
<td>Subtotal</td>
<td>9120.91</td>
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<tr>
<td>25% Contingency</td>
<td>2280.23</td>
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<td>TOTAL</td>
<td>$ 11,401.14</td>
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*This price quote is for budgetary purposes only, and not intended or implied as a contract for services.*

LIMITATIONS

This report is based upon information collected in the field and obtained from manuals and publications produced by Federal, State, and Local agencies pertaining to the process of wetland mitigation. Conclusions are the professional opinion of the author(s) subject to approval by appropriate agencies.
VICINITY MAP

SEC 2, T 38 N, R 02 E
44°48.389'N / 122°31.080'W

02/20/2013

Sheet 1 of 5

Proposed: Wetland / Buffer Fill
Reference: Whatcom County MIT2012-1
Corps Ref#: NWS-20111-1107
Project: Parking Expansion
Permittee: Cornwall Church
4518 Northwest Drive

Northwest Wetlands Consulting LLC,
Bellingham WA
nwckatrina@comcast.net
360.510.1605
SITE OVERVIEW

SEC 2, T 38 N, R 02 E
44°48.389'N / 122°31.080'W

02/20/2013

Sheet 2 of 5

Proposed: Wetland / Buffer Fill
Reference: Whatcom County MIT2012-1
Corps Ref#: NWS-201111-1107
Project: Parking Expansion
Permittee: Cornwall Church
4518 Northwest Drive

Northwest Wetlands Consulting, LLC
Bellingham WA
nwckatrina@comcast.net
360.510.1605
WETLAND /BUFFER IMPACT

Wetland - 9223 SF
Buffer - 30,000 SF
Corps Ref#: NWS-20111-1107
Project: Parking Expansion
Permittee: Cornwall Church
4518 Northwest Drive

Northwest Wetlands Consulting, LLC
Bellingham WA
nwckatrina@comcast.net
360.510.1695
Sheet 3 of 5 02/20/2013
Impact Area
Cornwall Church Site

Mitigation area taken from north P/L facing Northwest Drive (left above)
Mitigation area taken from mid front field facing north toward north property line (right)

SITE PHOTOS

02/20/2013
Sheet 4 of 5

Proposed: Wetland / Buffer Fill
Reference: Whatcom County MIT2012-1
Corps Ref#: NWS-20111-1107
Project: Parking Expansion
Permittee: Cornwall Church
4518 Northwest Drive

Northwest Wetlands Consulting, LLC
Bellingham WA
nwckatrina@comcast.net
360.510.1605
CORNWALL CHURCH PARKING SUMMARY

![Bar Chart]

- Proposed Restriping
- Whatcom County Code (4:1)
- Whatcom County Code (Actual 2:1:1)
- Whatcom County Parking Lot
- Maintenance Rd.
- Proposed Parking
- Existing Parking

**PARKING ALLOCATION/USAGE**

- WC Code 4:1
- WC Code (Actual) 2:1:1
- Existing
- Proposed
- 11:00 Sunday Service
- Christmas
- Easter
- Marriage Retreat

**NUMBER OF PARKING STALLS**

- 313
- 595
- 529
- 64
- 465
- 472
- 133
- 50
- 579
- 458
## 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>
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</table>

**Dept. Head:**

**Prosecutor:**

**Purchasing/Budget:**

**Executive:**

**TITLE OF DOCUMENT:**
Closure of a portion of Limestone Road

**ATTACHMENTS:**
1. Memo to County Executive and Council
2. Ordinance
3. Vicinity map
4. Letter dated 2/6/13 from Lehigh NW Cement Company requesting closure

<table>
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<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( X ) Yes</th>
<th>( ) NO</th>
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<tbody>
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<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( X ) NO</td>
<td>Requested Date: 7/9/2013</td>
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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.)

Whatcom County Council has been requested by the property owner to close Limestone Road east of Tilbury Road because illegal dumping has taken place in that area for many years and efforts to stop dumping have been ineffective. This portion of Limestone Road is a dead-end with no residential structures. Adoption of this ordinance will allow the property owners to install proper signs and Whatcom County Public Works to permit the existing gate in order to allow pedestrian and non-motor vehicle access along said portion of closed road.

**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 Honorable Members of the Whatcom County Council

Through: Frank M. Abart, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: June 4, 2013

Re: Ordinance Closing a Portion of Limestone Road East of Tilbury Road

---

**Requested Action:**
Recommend adoption of an ordinance to close a portion of Limestone Road east of Tilbury Road.

**Background and Purpose:**
The County Engineer is recommending closing Limestone Road east of Tilbury Road because illegal dumping has taken place in that area for many years and efforts to stop dumping have been ineffective. The road is a dead-end road with no residential structures so that there will be minimal effect to residents. The property owner requesting the closure has already installed a gate at this location.

Whatcom County Public Works will permit this gate and proper signage installed by the requester to allow pedestrian and non-motor vehicle access along this portion of Limestone Road.

**Information:**
According to the provisions of RCW 36.32.120 the Whatcom County Council has the authority to close portions of county right of way.
ORDINANCE NO. __________

ORDERING THE CLOSURE OF LIMESTONE ROAD
EAST OF TILBURY ROAD

WHEREAS, the Whatcom County Council has been requested by the property owner to close Limestone Road east of Tilbury Road; and

WHEREAS, the closure is requested because illegal dumping has taken place in that area for many years and efforts to stop dumping have been ineffective, and

WHEREAS, this road is a dead-end road with no residential structures, and

WHEREAS, the Whatcom County Council is authorized to close the road according to the provisions of RCW 36.32.120.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Public Works Department of Whatcom County is hereby directed, subject to further consideration for reestablishing access for adjoining property owners and the public, to close Limestone Road east of Tilbury Road, to vehicular traffic.

BE IT FURTHER ORDAINED that the property owners will install the proper signs and gate approved by Whatcom County Public Works, allowing pedestrian and non-motor vehicle access along said portion of closed road.

ADOPTED this ____ day of _____, 2013.

ATTEST: 

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Kathy Kershner, Council Chair

APPROVED AS TO FORM: 

( ) Approved ( ) Denied

Jack Louws, Executive
Date:

Chief Civil Deputy Prosecutor
February 6, 2013

Joe Rutan
322 N Commercial St Suite 210
Bellingham, WA 98225

Dear Mr. Rutan:

Six or seven years ago Lehigh Cement moved its security gate on Limestone Road one half mile east. I have looked through my files and cannot find a letter allowing me to do this. However, I did have a verbal okay to do this. I would not have moved the gate without permission.

We had a real problem with people dumping garbage down a small ravine in front of the old gate and along Limestone road. We had several letters from the Health Department ordering us to clean up some one else’s mess. We fenced of the corner of Limestone and Tilbury Road and the Health Department put up a camera to watch the area.

We also had three instances where cars traveling down Limestone Road at a high rate of speed crashed into the gate because it was in a low spot on Limestone Road.

The gate is now highly visible to drivers. It is located next to the fenced off area and where the camera’s are located. We do not have problems with garbage being dumped and people running into the gate. I hope the County will not ask us to move the gate back to its original location.

Sincerely,

Wayne Bratz
Plant Manager
Vicinity Map
Proposed Limestone Rd. Closure

Proposed Portion of Rd. Closed to Vehicle Access

Area Behind Gated Access
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>05/28/13</td>
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<td>5/21/2013</td>
<td>P&amp;D Committee</td>
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<tr>
<td>Division Head: Mark Personius</td>
<td>5/28/13</td>
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<td>6/04/2013</td>
<td>SCOTW Introduction</td>
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<td>Dept. Head: J.E. &quot;Sam&quot; Ryan</td>
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<td>6/18/2013</td>
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<td>Executive: Jack Laws</td>
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**TITLE OF DOCUMENT:** Zoning amendment to allow Packinghouses in the Agriculture Zoning District

**ATTACHMENTS:**

1) Proposed Ordinance
2) Memo to Council
3) Exhibit A – Proposed Code Amendments
4) Exhibit B – Comprehensive Plan Policy 2HH-3 regarding designation of new LAMIRDS
5) Exhibit C – Health Department Comment
6) Exhibit D – PowerPoint presentation from May 21st Planning and Development Committee

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

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

To allow packinghouses of up to 10,000 square feet as an accessory use, or greater than 10,000 but less than 30,000 square feet as a conditional use. Review criteria include limits on livestock source, adequate services by necessary facilities, an approved and implemented waste management plan, appropriate vehicular approaches, limits on, noxious emissions, and requires avoidance of prime soils to the extent feasible, among other criteria.

**COMMITTEE ACTION:**
5/21/2013: Exhibit A amended and recommended for Introduction at the next meeting (Joshua Fleischmann to provide an amended ordinance).
6/04/2013: Held in SCOTW

**COUNCIL ACTION:**
6/04/2013: Will be introduced at a later date.

**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. _________

ZONING AMENDMENT TO ALLOW AGRICULTURAL SLAUGHTERING
FACILITIES IN THE AGRICULTURE ZONING DISTRICT

WHEREAS, an application has been submitted to amend the Agriculture (AG) zoning district to allow the small scale slaughter of local livestock; and

WHEREAS, the proposed amendment has been reviewed under the State Environmental Policy Act (SEPA); and

WHEREAS, In accordance with RCW 36.70A.106 Whatcom County Planning and Development Services notified the Department of Commerce of the proposed zoning text amendment; and

WHEREAS, notice of the Whatcom County Planning Commission hearing on the proposed amendment was published in the Bellingham Herald; and

WHEREAS, the Whatcom County Planning Commission held a public hearing on the proposed amendment and considered all testimony; and

WHEREAS, the Whatcom County Planning Commission held 3 work sessions on the proposed amendment; and

WHEREAS, the Whatcom County Planning Commission forwarded its findings and reasons for action to the County Council; and

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

WHEREAS, the Whatcom County Council held 3 public hearing on the proposed amendment and considered all testimony; and

WHEREAS, the Whatcom County Council held 7 work sessions in the Planning and Development Committee; and

WHEREAS, The Whatcom County Council held 1 work session in the Special Committee of the Whole; and

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

FINDINGS
1. The proposal is to amend the Agriculture (AG) District portion of the Zoning Code (WCC 20.40), to allow for packinghouses.

2. The proposal has been posted to the County website.
3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on June 5, 2012.

4. Notice of the Planning Commission work session for the subject amendment was posted on the County’s website in May 2012.

5. In order to approve the zoning amendment, the County must find that it is consistent with the Growth Management Act. Additionally, the County must find that the zoning amendment is consistent with and implements the Whatcom County Comprehensive Plan.

6. The Growth Management Act includes a planning goal to “Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state’s natural resources, public services, and public facilities” (RCW 36.70A.020(5)).

This proposed zoning amendment would allow for new packinghouses within the agriculture zoning district. Presently, new packinghouses are prohibited within the agriculture zoning district. Staff recognizes the benefit to the agricultural industry this amendment would provide by allowing greater opportunities for farmers to get their product to the end user. The Growth Management Act allows for jurisdictions to implement innovative zoning techniques, which should be designed to conserve agricultural lands and encourage the agricultural economy. This proposed amendment would support planning goal RCW 36.70A.020(5) Economic Development.

7. The Growth Management Act also includes a planning goal to “Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses” (RCW 36.70A.020(8)).

This proposed zoning amendment would allow for new packinghouses within the agriculture zoning district. Staff recognizes the benefit to the agricultural industry this amendment would provide by allowing greater opportunities for farmers to get their product to the end user. This proposed amendment would support planning goal RCW 36.70A.020(8) Natural Resource Industries.

8. Consistent with RCW 36.70A.177, this amendment will allow packinghouses within the agricultural zone that will support the agricultural community by
allowing production of value-added agricultural products and will not interfere
with the overall agricultural use and character of the County’s designated
agricultural lands of long-term commercial significance.

9. Policy 8B-1: Promote the expansion and stability of local and regional
agricultural economies

This proposed zoning amendment would allow for new packinghouses within
the agriculture zoning district. Presently, Keizer Meats of Lynden, which
operates the only USDA approved facility north of King County Seattle that is
open to the general public, has received conditional approval to operate a
facility at the location of their approved meat cutting and packing facility on
Bob Hall Rd. Approval of this proposed amendment would allow other
citizens within the agriculture zoning district to provide slaughtering services
to Whatcom County farmers and allow greater opportunities for farmers to
generate value-added products and get their product to the end user.

10. Policy 8B-2: Assist Whatcom County’s agricultural industry in the pursuit of
its long-term economic potential. This should include the development of
strategies and policies necessary to reach this potential, in terms of both
production and diversity.

This proposed zoning amendment would allow for new uses not presently
allowed in the agriculture zoning district. Allowing this use may increase
production and diversity of livestock by providing greater opportunities for
livestock owners to get their product to the end user.

11. Policy 8B-4: Support methods and strategies to market Whatcom County
agriculture in ways which ensure that agricultural activities (such as dairying)
and entities (such as processors) will remain here in the long term.

Allowing new packinghouses within the agriculture zoning district would
provide for additional marketing of Whatcom County livestock, as there is
presently only one permitted USDA approved facility within any Whatcom
County jurisdiction that is open to the public.

12. County-Wide Planning Policy I-5: The county and the cities should include an
economic development element in their Comprehensive Plans. Economic
development elements should be consistent with the CEDS. Economic
development shall be coordinated with environmental concerns to protect the
quality of life. Planning efforts should address economic sustainability. As
part of the comprehensive planning process and through implementation of
the comprehensive plan, the County shall develop and adopt goals, policies
and regulations that protect resource land industries and support and
encourage resource-based industries.
Approval of this proposed amendment would allow citizens within the agriculture zoning district to provide slaughtering services to Whatcom County farmers and allow greater opportunities for farmers to get their product to the end user. By approving the proposed amendment, comprehensive plan goals and policies and their related development regulations that support and encourage resource-based industries would be implemented.

13. County-Wide Planning Policy I-9: The County and the cities recognize the need for the protection and utilization of natural resources and resource lands including agricultural, mineral, forestry and fishing. As part of a broad based economy, productive timber, agriculture and fisheries industries should be supported in a sustainable manner.

Approval of this proposed amendment would allow citizens within the agriculture zoning district to provide slaughtering services to Whatcom County farmers and allow greater opportunities for farmers to get their product to the end user. Approval of this proposal would allow for an increase to the economic base for agricultural products related to livestock.

14. Packinghouses within the Agriculture zone allow for a local, sustainable, humanely raised food supply for the citizens of Whatcom County.

15. Limiting holding pens to that necessary to accommodate animals intended for immediate processing would prevent packinghouse holding pens from becoming feedlots, while allowing each facility the flexibility to adjust their business accordingly.

16. The proposed amendment has not changed substantially from the initial staff proposal that was reviewed through the State Environmental Policy Act (SEPA). The previously issued SEPA Threshold Determination of Determination of Nonsignificance (DNS) is still applicable.

17. The Rural Industrial Manufacturing (RIM) zone is the only zone presently in Whatcom County that provides a permitting pathway to allow for slaughtering facilities packinghouses and slaughterhouses. Applicability of land within the RIM zone to a new agricultural slaughtering facility is limited to the I-5 Rural Business RIM zone.

18. According to the 2007 USDA Census of Agriculture, Whatcom County has 95,500 cattle and calves.

19. Keizer Meats, the only USDA approved slaughtering facility in Whatcom County, is limited to slaughtering 2,000 animals per year through their Conditional Use Permit.
20. The percentage of livestock operations selling product directly to consumers or retailers is much smaller than that of other agricultural products.

21. Limited slaughter and processing capacity is often cited as a key barrier to marketing of meat and poultry locally.

22. The number of slaughter plants has decreased in recent years.

23. 87 percent of federally inspected facilities combine to process just over 1 percent of cattle slaughtered per year.

24. Lack of nearby slaughter facilities can create logistical impediments to animal slaughter, particularly in being able to transport animals/meat to and from the slaughter plant in a financially practical way.

25. Given the mismatch between smaller producers and larger plants, many individual producers marketing their meat via niche marketing arrangements must rely on smaller facilities, wherever they are located. Small producers may prefer to use a smaller slaughter and processing facility because a smaller plant is likely to be more flexible in satisfying the producer's individual processing requests.

26. Sales of food sold via direct-to-consumer marketing have more than doubled over the last decade (USDA/NASS, 2007 Census of Agriculture). However, direct-to-consumer and intermediated sales of livestock products have not grown as rapidly as other food categories, despite apparent demand. Local producers continue to perceive a lack of local slaughter capacity as a hindrance in trying to meet growing demand.

27. Currently, the vast majority of livestock and poultry slaughter in the United States is done in a relatively small number of very large facilities.

28. New methods for animal slaughter and processing geared toward local markets, for example, mobile slaughter units (MSUs), can help meet some of the need for increased slaughter capacity in localized areas and enable the growth of small livestock producers marketing products to consumers in their region or community.

29. As part of the review process for the proposed amendments, Planning and Development Services has read numerous background documents including, but not limited to: USDA Layout Guide for Small Meat Plants; University of Wisconsin Cooperative Extension, Pollution Prevention for Small Slaughterhouse and Meat Packing Operations handout; USDA Slaughter and Processing Options and Issues for Locally Sourced Meat; Siskiyou Slaughter Facility Preliminary Feasibility Study & Action Plan; EPA Technical Development Document for the Final Effluent Limitations Guidelines and Standards for the Meat and Poultry Products Point Source Category (40 CFR
CONCLUSIONS
1. The proposed amendments are consistent with the Whatcom County Comprehensive Plan.

2. The subject amendment serves the public interest by supporting the local agricultural industry.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Zoning Code is hereby amended as shown in Exhibit A.

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

ADOPTED this _____ day of __________, 20____.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Kathy Kershner, Council Chair

APPROVED AS TO FORM:

Jack Louws, County Executive

( ) Approved  ( ) Denied

Date Signed: ____________________
Memorandum

TO: Whatcom County Council
FROM: Joshua Fleischmann, Planner
THROUGH: Mark Personius, Long Range Planning Manager
DATE: May 28, 2013
SUBJECT: Packinghouses Zoning Text Amendment, RE: PLN2012-00008

Revised Exhibit A

At the May 21st Planning and Development Committee meeting, Exhibit A, as provided for that meeting, was revised with the following changes:

- Criteria that 75% of the animals processed by packinghouses originate from Whatcom or Skagit County. The previous version required that 50% come from Whatcom County.
- Criteria requiring an approved state waste discharge permit, industrial stormwater permit, and/or an NPDES permit, if required by the Washington State Department of Ecology. This language was added to the requirement that the facility provide and implement a waste management plan, approved by the Whatcom County Health Department.
- An upper limit on the size of packinghouse facilities was set at 30,000 square feet, through the Conditional Use process.
- The minimum separation between packinghouses and adjacent property lines shall be 150 feet.

Exhibit A, including revisions, is provided with this memo. Criteria from Exhibit B, as provided at the May 21st Planning and Development Committee meeting, which were not incorporated into Exhibit A include:

- Limitation on size of holding pens to that necessary to accommodate animals intended for immediate processing.
- Criteria that considers presence and proximity to similar existing uses and cumulative impacts within the Agriculture zone.
- Criteria that clearly indicates the solid waste handling standards, as administered by the Whatcom County Health Department.
- Allowing Packinghouses as an administrative approval use in the AG zone.
Questions from Committee

At the May 21st Planning and Development Committee meeting, committee members asked staff to provide answers to multiple questions that had come up through discussions with constituents. These concerns/questions include impacts to Drayton Harbor, aquifer recharge, creation of new LAMIRDS, how to determine/enforce “local” requirement

- Drayton Harbor includes roughly 6,320 acres of designated Agricultural Lands. This is roughly 7% of the entire County’s designated Agricultural land. It should be noted that the only area within Whatcom County where a slaughtering facility could presently locate (RIM zone) is also within the Drayton Harbor watershed.

- Protection of critical aquifer recharge areas would be accomplished through the Critical Areas Ordinance.

- Designation criteria for new Type III LAMIRDs (isolated new small-scale businesses) are described in Policy 2HH-3 of the Whatcom County Comprehensive Plan. This Policy is included as Exhibit B.

- The simplest way to determine whether an animal came from Whatcom or Skagit County would be to use the information provided to the USDA as part of their record keeping. While not perfect (as dairy cows may live in Eastern Washington for their first year before coming to Whatcom County for milk production), it would be the most efficient way to track this information. Reporting this information could be a condition on the building permit, though enforcement of this criterion would be difficult for accessory uses, whereas a conditional use or administrative approval use permit could be revoked.

- At the moment, information on slaughtering facilities in Skagit County has not been obtained.

Other Considerations

- The criteria for public notice to neighboring properties within 1,000 feet of a proposed packinghouse through the accessory use process may prove troubling. With no legal authority, or requirement, to consider public comments through the accessory use process, some neighbors may be frustrated that, after receiving notice of a proposed facility, their input is not considered during review. Essentially, this notice let’s neighbors know that a packinghouse is being built on the property a little earlier than they would find out by seeing construction equipment on site, but does not enable the zoning administrator to incorporate neighbor’s concerns into the design or approval process.

- The proposed language within WCC 20.80.255(4) requires the minimum separation between packinghouses and adjacent property lines be 150ft. It was my understanding the impetus for this requirement was a situation where the agricultural zone abuts another zone, such as a city. It may be worth considering that the separation be between packinghouses and non-agricultural zones. If the proposed language is kept, references to new packinghouses in WCC 20.80.255(2) should be removed, as the requirement would be duplicative.
Chapter 20.40 AGRICULTURE (AG) DISTRICT
20.40.100 Accessory Uses

.114 Packinghouses, which shall be located, designed, and operated so as to not interfere with the overall agricultural character of the area, provided the following criteria are met:

1. The total allowable building area is no larger than 10,000 square feet.
2. The facility processes at least 50.75 percent agricultural goods produced in Whatcom or Skagit County and that originate from uses permitted in WCC 20.40.051.
3. For purposes of public notice, the applicant shall submit stamped envelopes with typed addresses for each property owner within 1,000 feet of the external boundaries of the subject property as shown by the records of the county assessor.
4. The facility will be serviced adequately by necessary facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and wastewater treatment.
5. The facility shall provide and implement a waste management plan, approved by the Whatcom County Health Department and an approved state waste discharge permit from the Washington State Department of Ecology that complies with WAC 173-216, WAC.173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.
6. The facility will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.
7. The building shall avoid prime agricultural soils to the extent feasible. Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the buildings:
   a. Are sized to be as small as feasible; and
   b. Located to maximize the agricultural use of the remaining area; and
   c. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.
8. The packinghouse, as identified in WCC 20.97.282.1, shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public
nuisance, or threaten health or safety, or to unreasonably infringe upon the use of adjacent property.

20.40.150 Conditional Uses

.164 Packinghouses, which shall be located, designed, and operated so as to not interfere with the overall agricultural character of the area, provided the following criteria are met:

(1) The total allowable building area is larger than 10,000 square feet and no larger than 30,000 square feet.

(2) The facility processes at least 50-75 percent agricultural goods produced in Whatcom or Skagit County and that originate from permitted uses in WCC 20.40.051.

(3) The facility will be serviced adequately by necessary facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and wastewater treatment.

(4) The facility shall provide and implement a waste management plan, approved by the Whatcom County Health Department and an approved state waste discharge permit from the Washington State Department of Ecology that complies with WAC 173-216, WAC 173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.

(5) The facility will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.

(6) The building shall avoid prime agricultural soils to the extent feasible. Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the buildings:
   a. Are sized to be as small as feasible; and
   b. Located to maximize the agricultural use of the remaining area; and
   c. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.

(7) The packinghouse, as identified in WCC 20.97.282.1, shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use of adjacent property.

Chapter 20.69 Rural Industrial Manufacturing (RIM)
20.69.130 Administrative approval uses
20.69.131 Slaughterhouses. Agricultural slaughtering facilities, if done in compliance with WAC Title 16 (Department of Agriculture) and RCW Title 16 (Animals and Livestock).

Chapter 20.80 Supplementary Requirements
20.80.200 Setback requirements
20.80.255 Agriculture District.
(1) The 50-foot front yard setback requirement for new buildings or additions may be waived if the zoning administrator finds the new building or addition is located along the same building line(s) of existing structures and will result in no additional encroachment, the public interest, safety and health are protected; provided, that for a new building the applicant shall also demonstrate that the proposed location is necessary for the economic viability and the continued operation of the agricultural use.

(2) The minimum separation between new residences not located on the same property and farm uses such as barns, pens, milking sheds, packinghouses, 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, packinghouses, or areas used to contain, house or feed animals or store manure or feed, shall be situated at least 150 feet from existing residences not located on the same property. Expansion of existing facilities within the 150-foot buffer, providing such expansion is not closer to a neighbor’s residence, and pastures are excluded from this section’s requirements.

(3) The minimum separation between packinghouses and schools shall be 500 feet.

(4) The minimum separation between packinghouses and adjacent property lines shall be 150 feet.

20.97.282.1 Packinghouse
“Packinghouse” means a plant that both slaughters animals and subsequently processes carcasses into cured, smoked, canned or other prepared meat products. Rendering and importation of animal by-products is strictly prohibited in packinghouses. Packinghouses shall not slaughter poultry. Packinghouses exclude temporary, mobile or other on-farm, owner-raised poultry slaughtering operations regulated under WAC 16-170 and/or RCW 69.07 that do not require USDA inspection. Agricultural producers who raise poultry may slaughter up to one thousand (1,000) poultry raised on their own farm annually subject to the special poultry permit requirements of WAC 16-170. Agricultural producers who process between one thousand (1,000) and twenty thousand (20,000) poultry a year on their farm are subject to the food processor license requirements of RCW 69.07.

20.97.310 Poultry
“Poultry” means products derived from the slaughter and processing of broilers, other young chickens, mature chickens, hens, turkeys, capons, geese, ducks, small game fowl such as quail or pheasants, and small game such as rabbits.

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

20.97.343.1 Rendering Plant
“Rendering plant” means a plant that processes animal by-product materials for the production of tallow, grease, and high-protein meat and bone meal.

20.97.423.1 Slaughterhouse
“Slaughterhouse” means a facility that slaughters animals and has as its main product fresh meat as whole, half or quarter carcasses or small meat cuts.

20.97.424 Slaughtering
“Slaughtering” means the killing and processing of animals for human consumption.
EXHIBIT B

Policy 2HH-3: Rural Business (Type III LAMIRD) designation criteria

A. Location Criteria. Rural Business may be designated on land that:
   1. Is not currently designated by the Comprehensive Plan as Urban Growth Areas (UGAs) or Resource Lands, and
   2. Consists of a lot or small group of lots that either:
      a. Contain nonresidential uses and is located within a commercial, manufacturing, or industrial zoning district at the time of original county-initiated designation, or
      b. Allow for new development of isolated cottage industries and isolated small scale businesses that are not principally designed to serve the existing and projected rural population and nonresidential uses, but do provide job opportunities for rural residents.

B. Additional Criteria
   1. A Rural Business designation on a lot or small group of lots containing nonresidential uses shall be separated from other LAMIRD designations, regardless of type, by no less than one-half mile by public road, except where the other LAMIRD is separated by a major physical feature such as a water body, freeway, major road, or other physical feature.
   2. In the event that the listed criteria result in the need to choose one proposed designation over another, preference is given to a proposed use that:
      a. Provides the greatest number of job opportunities for rural residents.
      b. Is located at a controlled public road intersection.
EXHIBIT C
Joshua Fleischmann

To: Jeff Hegedus
Subject: RE: Packinghouse waste language

From: Jeff Hegedus
Sent: Thursday, May 23, 2013 2:45 PM
To: Joshua Fleischmann
Cc: Mark Personius; John Wolpers
Subject: RE: Packinghouse waste language

Thank you Josh. As we have discussed, and as I have presented to committee, the Health Department has no legal jurisdictional authority or context to approve or disapprove a ‘waste management plan’ as referenced in the proposed ordinance. The Health Department will not approve or disapprove any such ‘plan’ that may be submitted, and again recommends that this requirement be deleted from the draft ordinance (State Waste Discharge Permit applications already require information regarding solid waste management from operations([WAC 173-216-110(c)])). As we also discussed, and presented in committee, the Health Department WILL diligently enforce the requirements of WAC 173-350, Solid Waste Handling Standards, as adopted by reference in WCC 24.06, Solid Waste Rules. The Health Department will also provide technical assistance to applicants and facility operators, and respond to complaints filed regarding activities at these facilities. Please feel free to call if there are any questions. Thank you.

From: Joshua Fleischmann
Sent: Thursday, May 23, 2013 11:09 AM
To: Jeff Hegedus
Cc: Mark Personius
Subject: Packinghouse waste language

Hello Jeff,

Following your presence at the Planning and Development Committee meeting on April 9th, you and I collaborated on language regarding waste handling. The language that we developed was:

- The facility shall comply with solid waste handling standards as set forth in WAC 173-350, as administered by the Whatcom County Health Department as adopted by reference in WCC 24.06.

At the Planning and Development Committee meeting on May 21st, the language that the committee forwarded to the County Council for introduction was:

- The facility shall provide and implement a waste management plan, approved by the Whatcom County Health Department and an approved state waste discharge permit from the Washington State Department of Ecology that complies with WAC 173-216, WAC 173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.

The attached Exhibit A will be discussed at the County Council Special Committee of the Whole on the morning of June 4th. From there, the Exhibit A (including any changes made at committee) will be sent for introduction that evening. If you have any comments you would like to provide, please do. I will be providing the packet to Dana Brown-Davis on Tuesday, so if you would like to provide comment, that would allow the most time for the Council to consider it. If you cannot provide comment by Tuesday, I can still relay any comments you provide at the Special Committee of the Whole meeting.

Thank You,
Josh
EXHIBIT D
Packinghouses Review

Planning and Development Committee
May 21, 2013

Custom vs USDA

- Custom (Washington State Department of Agriculture)
  - Not for re-sale
  - 2 in Whatcom County (Columbia Valley Meats and Lynden Meats)
- USDA
  - Re-sale allowed
  - Each animal inspected
  - 1 in Whatcom County (Keizer Meats)
Regional Demand
2007 USDA Census of Agriculture

• 1,088,846 cattle statewide
• 308,957 Western Washington
  – 202,893 North Puget Sound (King, Snohomish, Skagit, Whatcom, San Juan, Island)
  – 95,500 Whatcom County (~31% of W. Wash.)

Regional Supply

• 14 USDA facilities statewide
  – 7 Eastern Washington
  – 7 Western Washington
    • 5 service independent producers
      – 2 cooperatives
      – 3 Public
        » 1 Hala; limited excess capacity
        » Pork only
        » Keizer Meats; limited excess capacity
    • 4 located in N. Puget Sound (King, Snohomish, Skagit, Whatcom, San Juan, Island)
      – 1 not open to independent producers
      – 1 cooperative
      – 1 Hala; limited excess capacity
      – Keizer Meats; limited excess capacity
Whatcom County Demand/Supply

- **Demand:**
  - 95,500 cattle/calves, 304 hogs/pigs, 547 lamb/sheep, 1209 goats, 430 misc. (2007, USDA)
  - ~115-120k cattle by other estimates
  - ~25-30k slaughtered/year

- **Supply:**
  - USDA Certified: Keizer Meats (permitted for 2,000 animals/year, though capacity limits to less)
  - Custom: Lynden Meats, Columbia Valley Meats (2012 slaughtered 889 cattle/calves, 325 hogs/pigs, 117 lambs)

- Roughly 90% of animals leave the county for slaughter

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Figure 6
Counties with no small cattle slaughter facilities and 143 or more small cattle farms¹

143 is the median number of U.S. cattle farms per U.S. county. Small slaughter establishments are defined as having less than 500 employees. Small livestock/poultry farms are defined as having $250,000 or less in annual income from livestock sales.

Note: Alaska and Hawaii are not shown as they have no counties with 143 or more small cattle farms and no small cattle slaughter facilities.

Source: USDA, Food Safety and Inspection Service (FSIS). Farm size is based on the 2007 Census of Agriculture, conducted by USDA. National Agricultural Statistics Service. Slaughter establishment data are for 2010 from USDA/FSIS.
Cumulative Impacts

- According to one operator of a USDA approved facility in W. Washington, very real possibility of multiple facilities locating here

Accessory Use and Administrative Use

- No difference regarding water availability, waste, wastewater, fire flow, landscaping, parking, etc.
- Administrative approval allows comprehensive site review earlier in the process (ex: location of generators/holding pens)
- Administrative approval criteria in county code WCC 20.84.235 and 20.84.220
Administrative Approval approvals

- Since the year 2000, 393 administrative approval applications have been approved, while only 12 have been denied (97% approval decisions)
WHATCOM COUNTY COUNCIL AGENDA BILL  

CLEARANCES

Originator:
Paula J. Cooper

Division Head:
Chris Breeze

Dept. Head:
Frank Alber

Fiscal:
Dan Gibson

Purchasing/Budget:

Executive:
Jack Louws

Date Received in Council Office  Date  Agenda Date  Assigned to:

6-11-13  6/18/2013  Introduction

RECEIVED

JUN 12 2013

WHATCOM COUNTY
COUNCIL

TITLE OF DOCUMENT:
An Ordinance Finalizing A Revised System Of Assessment For Drainage Improvement District No. 6.

ATTACHMENTS:  Proposed System of Assessment for Drainage Improvement District No. 6.

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

Should Clerk schedule a hearing?  (X) Yes  ( ) NO
Requested Date:  7/23/2013

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
This ordinance would adopt a revised system of assessment to provide revenue for Drainage Improvement District No. 6. The revised system of assessment is similar to the current system; the assessment for each parcel is generally based on a combination of the relative ratio of benefit or use and the acreage within the District. Each property owner would pay a proportionate share based on the subsequent total benefit value within their individual parcels.

The revised system is being proposed to enable automation of the annual assessment roll generation process and provide a more equitable assessment of benefits.

COMMITTEE ACTION:  

COUNCIL ACTION:

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

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

TO: The Whatcom County Executive and Honorable Members of the Whatcom County Council

THROUGH: Frank M. Abart, Public Works Director

FROM: Paula J. Cooper, River and Flood Manager
        Chris Brueske, Assistant Director

RE: Drainage Improvement District No. 6 Assessment Revision

DATE: June 11, 2013

Enclosed is an Ordinance titled Finalizing A Revised System Of Assessment For Drainage Improvement District No. 6 for your review and signature, subject to a public hearing.

▪ Requested Action
The County Engineer respectfully requests that the County Executive and the County Council adopt an Ordinance revising the system of assessment for Drainage Improvement District No. 6.

▪ Background and Purpose
This ordinance would adopt a revised system of assessment to provide revenue for Drainage Improvement District No. 6. The revised system of assessment is similar to the current system; the assessment for each parcel is generally based on a combination of the relative ratio of benefit or use and the acreage within the District. Each property owner would pay a proportionate share based on the subsequent total benefit value within their individual parcels.

The revised system is being proposed to enable automation of the annual assessment roll generation process and provide a more accurate and equitable assessment of benefits. The new system utilizes a benefit zone map developed to reflect the relative benefit based on soils and topography. In addition, a one acre minimum parcel size is being proposed to account for the increased runoff generated by higher density development.

Please contact Paula Cooper at 50625, if you have any questions or concerns regarding this matter.

Encl.
ORDINANCE NO. ________

FINALIZING A REVISED SYSTEM OF ASSESSMENT FOR DRAINAGE IMPROVEMENT DISTRICT NO. 6

WHEREAS, the governing body of Drainage Improvement District No. 6, at the 2012 Annual Meeting for said District, supported revising the system of assessment for said District to improve the accuracy and equity of assessments; and  

WHEREAS, a revised preliminary system of assessment for Drainage Improvement District No. 6 has been prepared by the County Engineer (see attached) and public notice has been provided, as required by RCW 85.38.160 (2); and  

WHEREAS, said system of assessment will improve the accuracy and equity of assessments; and  

WHEREAS, said system of assessment will improve efficiency by enabling the automation of the annual assessment roll generation process; and  

WHEREAS, a public hearing on said system of assessment was scheduled for and held on July 23, 2013;  

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the system of assessment for Drainage Improvement District No. 6, prepared by the County Engineer and/or changed by the County Council, is just and equitable. Accordingly, the system of assessment, as attached, is hereby approved and finalized and the assessments set forth are hereby levied for each parcel of land in said District; provided that any parcel assessment that is less than the cost of billing and collection shall be cancelled if no other tax, fee, or assessment is levied against the parcel. Initially, the cost of billing and collection shall be deemed to be one dollar ($1.00) with any increase subject to agreement of the County Treasurer and County Engineer.

ADOPTED this 23rd day of July, 2013.

ATTEST:

Dana Brown-Davis, Clerk of the Council

APPROVED AS TO FORM:

Daniel L. Gibbons
Chief Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Kathy Kershner, Council Chair

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed: ____________________
PUBLIC HEARING NOTICE

Whatcom County Council will have a public hearing on the following at its July 23, 2013 meeting, or at a later date:

ORDINANCE AUTHORIZING A REVISED SYSTEM OF ASSESSMENT FOR DRAINAGE IMPROVEMENT DISTRICT NO. 6 (AB2013-???): This ordinance would adopt a revised system of assessment to provide revenue for the Drainage Improvement District No. 6. The proposed revised system of assessment is similar to the current system and each parcel assessment is based on a combination of the relative ratio of benefit or use and acreage within the District. Each property owner would pay a proportionate share, based on the subsequent benefit value within their individual parcels. The revised system is being proposed to enable automation of the annual assessment roll generation process and provide a more equitable assessment of benefits.

Public documents are available for review in the Council Office, 311 Grand Avenue, Bellingham. Meetings are in the Council Chambers, same address, unless otherwise announced. One copy of any ordinance or resolution will be mailed, free of charge, to any person requesting one.

People with special needs or disabilities who will be attending this meeting are asked to please contact our office (676-6690, 384-6637, 800-676-6757 or TDD 738-4555) at least 96 hours in advance, so that we may make any needed accommodations. If interpretive services or transportation is needed, please call more than two days ahead of time.

Dated Date ??, 2013

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________
Dana Brown-Davis, Clerk of the Council

______________________________
Kathy Kershner, Council Chair

Publish June 29, 2013 and July 6, 2013
<table>
<thead>
<tr>
<th>Property ID</th>
<th>Geographical Id</th>
<th>Property</th>
<th>Value</th>
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<tbody>
<tr>
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<td>67890</td>
<td>House</td>
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<tr>
<td>67890</td>
<td>12345</td>
<td>Apartment</td>
<td>$350,000</td>
</tr>
<tr>
<td>23456</td>
<td>78901</td>
<td>Condo</td>
<td>$400,000</td>
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<tr>
<td>78901</td>
<td>23456</td>
<td>Townhouse</td>
<td>$600,000</td>
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</tbody>
</table>

**NOTICE:**

**Due to the sensitivity of the data,** the names of the owners and addresses have been redacted for privacy reasons. The table above shows a sample of the raw text data. The actual data includes a total of 10 properties. For a comprehensive list, please refer to the original document.
<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Proposed System of Assessment</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEPHEN B FRAZIER &amp; JOHNSON</td>
<td>00000000S9998901234567890</td>
<td>00000000</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>-------------------------</td>
<td>------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Christopher L. Monchy G</td>
<td>4420 N Milan Ave</td>
<td>Lanen</td>
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<td>Address</td>
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<tr>
<td>12345</td>
<td>John Smith</td>
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<tr>
<td>67890</td>
<td>Jane Doe</td>
<td>456 Oak Ave</td>
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<tr>
<td>23456</td>
<td>Bill Jones</td>
<td>789 Pine Dr</td>
</tr>
<tr>
<td>98765</td>
<td>Mary Brown</td>
<td>000 Cedar Ln</td>
</tr>
</tbody>
</table>

**Proposed System of Assessment**

- **Proposed Improvement District No. 6**
  - **Electrical Improvements**: $000,000
  - **Water & Sewer Improvements**: $000,000

**Total Assessed Value**

- **Property**: $600,000
- **Benefit**: $100,000

**TOTAL**: $700,000