Discussion regarding County’s Pollution Identification and Correction (PIC) Program.

ATTACHMENTS:

1. Cover memo
2. Puget Sound Partnership PIC grant scope of work

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 will present a brief summary of the County’s fecal coliform PIC Program focusing on (1) the County’s role, and (2) microbial source tracking (MST) work.
MEMORANDUM

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

Through: Frank M. Abart, Director

From: Chris Brueske, P.E., Assistant Director

Gary Stoyka, Natural Resources Manager

Date: October 25, 2013

Re: Discussion of County’s Pollution Identification & Correction (PIC) Program

At the November 12, 2013 Natural Resources Committee meeting, Public Works staff from Whatcom County will present a brief summary of the County’s Pollution Identification & Correction Program. The County Council requested this discussion at the October 15th, 2013 Surface Water Work Session. In particular, the Council requested information regarding the County’s role in the PIC Program and the use of microbial source tracking (MST).

Requested Action
No action is requested. This presentation is informational in nature.

Please contact Gary Stoyka at extension 50618 if you have any questions regarding this information.
### EXHIBIT A
#### STATEMENT OF WORK

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task/Activity Description</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
<th>Whatcom County Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Administration and Reporting Whatcom County will share all data about monitoring, community engagement activities and referrals in their progress reports.</td>
<td>Semi-annual federal EPA Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) and Women/Minority Owned Business Reports. Reporting periods are April 1 – September 30 and October 1 – March 31.</td>
<td>April 15, 2013 October 15, 2013 April 15, 2014 October 15, 2014 Final report: April 15, 2015.</td>
<td>Reimbursement up to $14,000 based on actual costs.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Participate on the Whatcom Clean Water Program (WCWP) Committee through:</td>
<td>Attendance at WCWP meetings. Quarterly progress reports.</td>
<td>On-going</td>
<td>Reimbursement up to $15,000 based on actual costs.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Data sharing and coordination.</td>
<td></td>
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<tr>
<td></td>
<td>- Progress reports for the County’s PIC Program on a quarterly basis.</td>
<td></td>
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<tr>
<td></td>
<td>- Report to WCWP on the County’s water quality analysis, target bacteria sources, and appropriate BMPs based upon local research and expertise. Assist in development of consistent messages in the WCWP and Pollution Identification and Correction (PIC) programs.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>Work with partner agencies to create a database for multi-agency fecal coliform monitoring programs in Whatcom County to identify areas with pathogen pollution. Populate the database with historic data and ongoing data collection efforts through the duration of the project.</td>
<td>Partner on the development of a multi-agency fecal coliform monitoring program database. Populate and maintain the multi-agency fecal coliform monitoring program database.</td>
<td>Ongoing</td>
<td>Reimbursement up to $20,000 based on actual costs.</td>
<td>Staff salaries and benefits: $5,000</td>
</tr>
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<tr>
<td>4</td>
<td>Build options and carry out a community outreach and engagement strategy. This will include a landowner survey (social marketing), neighborhood meetings, educational materials, and training for community leaders to assist with connecting landowners with skilled, technical expertise. Whatcom County staff and other local partners experienced in assessing water quality impacts from OSS, livestock, and other sources will conduct surveys, host or participate in neighborhood meetings, develop educational materials, and train community leaders who will be working with landowners to identify potential sources of bacteria, connect with technical assistance and incentive programs, and implement community solutions. Whatcom County will provide guidance in community engagement activities and technical assistance referrals to ensure that pollution sources are managed properly within a reasonable timeframe. Monitoring</td>
<td>Community outreach and engagement strategy. Landowner surveys, neighborhood meetings, educational materials, and community leader training. Progress reports will include the number of community leaders and the types of outreach they provide and number of landowners that participate in the community engagement program in each work area.</td>
<td>February 2013</td>
<td>Initial surveys and neighborhood meetings March 2013, Ongoing</td>
<td>Reimbursement up to $4,000 based on actual costs. Reimbursement up to $11,000 based on actual costs.</td>
</tr>
<tr>
<td></td>
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<td>Staff salaries and benefits: $50,000</td>
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</tr>
<tr>
<td><strong>EXHIBIT A</strong>&lt;br&gt; <strong>STATEMENT OF WORK</strong></td>
<td>results will be reviewed and shared with community leaders on a regular basis to help guide these efforts.</td>
<td>Implementation of targeted monitoring strategy. Progress reports will include maps and number of sites and samples collected. If applicable, number of volunteers and hours of work completed by volunteers for each work area will be included.</td>
<td>Ongoing</td>
<td>Reimbursement up to $69,000 based on actual costs, including a part-time field staff.</td>
<td></td>
</tr>
<tr>
<td><strong>5</strong></td>
<td>Build options and carry out a targeted monitoring strategy conducted by WCPW staff and volunteers. Funds will support lab analysis, field staff focused on Lower Dakota, Birch Bay coastal, and select Portage Bay Shellfish Protection District (SPD) priorities for focused sampling. Areas sampled through targeted monitoring may be expanded in 2014.</td>
<td></td>
<td></td>
<td>Monitoring&lt;br&gt;Staff salaries and benefits: $40,000&lt;br&gt;Lab services: $110,000</td>
<td></td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>Build options and carry out a technical and financial assistance strategy. WCPW will engage citizens to implement community solutions to water quality problems. Landowners will be given time to participate voluntarily. The Community Solutions PIC Program will be implemented for a specified period which will be worked out with Department of Ecology to encourage landowners to</td>
<td>Progress reports will include the number of landowners who receive technical and financial assistance and a description of the type of assistance and outcomes (e.g. referrals to other agencies and improvements in livestock or onsite sewage system management) provided in each work area.</td>
<td>Ongoing</td>
<td>Reimbursement up to $30,000 based on actual costs.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Technical and Financial Asst for Ag BMPs: $70,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
|   | EXHIBIT A
STATEMENT OF WORK |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>resolve bacteria contributions through voluntary actions. If after this time period monitoring shows continued exceedences of water quality standards and unaddressed sources of bacteria are observed, the community leaders or county staff will make three attempts to directly work with the responsible landowners. Whatcom County will make referrals to Ecology through a regulatory backstop strategy when water quality improvements have not been gained and when repeated and egregious violations are observed. After three unsuccessful attempts to engage the above referenced responsible landowner in the Community Solutions Program, WCPW will make a referral to Ecology.</td>
</tr>
<tr>
<td>7</td>
<td>Participate in developing and tracking performance measures, annual review, and adaptive management of the programs.</td>
</tr>
<tr>
<td></td>
<td>Performance measures provided to WCWP and OSWP for review. Annual review with adaptive management recommendations provided to WCWP and OSWP.</td>
</tr>
<tr>
<td></td>
<td>June 2013</td>
</tr>
<tr>
<td></td>
<td>January 2014, January 2015</td>
</tr>
<tr>
<td></td>
<td>Reimbursement up to $1,000 based on actual costs.</td>
</tr>
</tbody>
</table>

This sub-grant requires a match of up to $275,000 over the contract period. $164,000 of the project will be funded by DOH and up to $275,000 may come from Whatcom County, specific to this project. The up to $275,000 of match is a cumulative total; there is no requirement for a percentage of match to be provided for each individual payment request. Any local funds of federal origin, or any type of funding already counted as federal match under another agreement, are **not eligible** to be considered as match in this agreement. Eligible forms of match include:
Discussion regarding Aquatic Invasive Species (AIS) Inspection Program

ATTACHMENTS:
1. Cover memo
2. Slide presentation - end of season report on 2013 AIS inspection program

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

Public Works, in conjunction with City of Bellingham staff, will report on the 2013 AIS inspection program and pose policy issues for discussion.
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
       Gary Stoyka, Natural Resources Manager

Date: October 22, 2013

Re: End of Season Report on 2013 Aquatic Invasive Species Inspection Program

At the November 12, 2013 Natural Resources Committee meeting, Public Works staff from
Whatcom County and the City of Bellingham will present a summary of the 2013 AIS inspection
program.

Requested Action
In anticipation of the 2014 boating season, Public Works is requesting discussion by County
Council on policy issues related to the program. These issues include the following:

1) Cost recovery goals
2) Graduated fee structure to account for resident boats and non-motorized craft
3) Geographic extent of program
4) Role of County online AIS education and certification system

Please contact Chris Brueske at extension 5069? if you have any questions regarding this
information.
Aquatic Invasive Species Program Update for Lake Whatcom & Lake Samish

Lake Whatcom Joint Policy Group Meeting
October 7, 2013

Outline

- Review of 2013 Watercraft Inspection Program
- Staff Recommendations for 2014
- Policy/Budget Discussion
2013 AIS Program Update

- Launched on April 27th, 2013 at Bloedel Donovan
- 8 AIS Inspectors
- Hours: 5AM – 9PM, 7 days/week
- Responsibilities:
  - Educate boaters
  - Conduct boater surveys
  - Perform watercraft inspections/decontamination
  - Collect payments for AIS Permits
- Additional inspections conducted at: Nevada Street, Lake Samish WDFW Launch, South Bay WDFW Launch, Sudden Valley Marina, and at Private Residences
Inspections

- 3,080 inspections performed since March 9, 2013

<table>
<thead>
<tr>
<th>Location</th>
<th>Lake Samish</th>
<th>Lake Whatcom</th>
</tr>
</thead>
<tbody>
<tr>
<td>2200 Nevada Street</td>
<td>2</td>
<td>40</td>
</tr>
<tr>
<td>Bloedel Donovan</td>
<td>148</td>
<td>2,555</td>
</tr>
<tr>
<td>Private Residence</td>
<td>83</td>
<td>128</td>
</tr>
<tr>
<td>Sudden Valley</td>
<td></td>
<td>68</td>
</tr>
<tr>
<td>WDFW-Samish</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>WDFW-Whatcom</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>283</td>
<td>2,797</td>
</tr>
</tbody>
</table>
### Out of State Waterbodies Last Visited - Lake Whatcom

<table>
<thead>
<tr>
<th>Waterbody</th>
<th>Count</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake Osoyoos, BC</td>
<td>25</td>
<td>1</td>
</tr>
<tr>
<td>Alouette Lake, BC</td>
<td>44</td>
<td>2</td>
</tr>
<tr>
<td>Pitt Lake, BC</td>
<td>18</td>
<td>3</td>
</tr>
<tr>
<td>Cultus Lake, BC</td>
<td>18</td>
<td>4</td>
</tr>
<tr>
<td>Harrison Lake, BC</td>
<td>54</td>
<td>5</td>
</tr>
<tr>
<td>Fraser River, BC</td>
<td>11</td>
<td>6</td>
</tr>
<tr>
<td>Okanagan Lake, BC</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>Lake Pend Oreille, ID</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>Shuswap Lake, BC</td>
<td>4</td>
<td>9</td>
</tr>
<tr>
<td>Priest Lake, ID</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>Clear Lake, CA</td>
<td>1</td>
<td>11</td>
</tr>
<tr>
<td>Lake St. Clair, MN</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>Lake Mead, NV</td>
<td>1</td>
<td>13</td>
</tr>
<tr>
<td>Lake Havasu, AZ</td>
<td>1</td>
<td>14</td>
</tr>
<tr>
<td>Flathead Lake, MT</td>
<td>1</td>
<td>15</td>
</tr>
</tbody>
</table>

### Most Commonly Visited Previous Waterbodies - Lake Whatcom

<table>
<thead>
<tr>
<th>Waterbody</th>
<th>Count</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake Chelan, WA</td>
<td>73</td>
<td>1</td>
</tr>
<tr>
<td>Lake Washington, WA</td>
<td>51</td>
<td>2</td>
</tr>
<tr>
<td>Banks Lake, WA</td>
<td>43</td>
<td>3</td>
</tr>
<tr>
<td>Lake Roosevelt, WA</td>
<td>36</td>
<td>4</td>
</tr>
<tr>
<td>Columbia River, WA</td>
<td>36</td>
<td>5</td>
</tr>
<tr>
<td>Baker Lake, WA</td>
<td>34</td>
<td>6</td>
</tr>
<tr>
<td>Pomeroy Lake, WA</td>
<td>27</td>
<td>7</td>
</tr>
<tr>
<td>Okanagan Lake, BC</td>
<td>17</td>
<td>8</td>
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<tr>
<td>Alouette Lake, BC</td>
<td>25</td>
<td>9</td>
</tr>
<tr>
<td>Cultus Lake, BC</td>
<td>28</td>
<td>10</td>
</tr>
<tr>
<td>Lake Sammamish, WA</td>
<td>20</td>
<td>11</td>
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<tr>
<td>Lake Osoyoos, BC</td>
<td>18</td>
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<tr>
<td>Fraser River, BC</td>
<td>16</td>
<td>13</td>
</tr>
<tr>
<td>Shuswap Lake, BC</td>
<td>15</td>
<td>14</td>
</tr>
<tr>
<td>Lake Coeur d'Alene, ID</td>
<td>9</td>
<td>15</td>
</tr>
</tbody>
</table>
Last Waterbodies Visited - Lake Samish

- Big Lake, WA: 6
- Baker Lake, WA: 4
- Lake Sammamish, WA: 3
- Nooksack Lake, WA: 3
- Lake Chelan, WA: 3
- Lake Washington, WA: 2
- Lake Stevens, WA: 2
- Fraser River, BC: 2
- Columbia River, WA: 2
- Willamette River, OR: 1
- Trinity Lake, CA: 1
- Lake Ternell, WA: 1
- Shasta Lake, CA: 1
- Lake Wenatchee, WA: 1
- Alouette Lake, BC: 1

Previous Waterbodies Visited - Lake Samish

- Lake Chelan, WA: 6
- Baker Lake, WA: 7
- Puyallup Lake, WA: 6
- Columbia River, WA: 6
- Big Lake, WA: 6
- Lake Washington, WA: 4
- Lake Pend Oreille, ID: 2
- American Lake, WA: 2
- Alouette Lake, BC: 2
- Lake Kankowa, BC: 1
- Lake Herman, CA: 1
- Folsom Lake, CA: 1
- Colitus Lake, BC: 1
- Chelatchie River, WA: 1
Percentage of Boaters Using Only Lake Whatcom or Only Lake Samish
(Annual Permits)

- Lake Samish Only
- Lake Whatcom Only
- Other

Total = 1921

VEssel Type

~20% of Wakeboard/Ski boats had ballast tanks

<table>
<thead>
<tr>
<th>Vessel Type</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fishing</td>
<td>265</td>
</tr>
<tr>
<td>Pleasure</td>
<td>904</td>
</tr>
<tr>
<td>Pontoon</td>
<td>19</td>
</tr>
<tr>
<td>PWC</td>
<td>264</td>
</tr>
<tr>
<td>Sailboat</td>
<td>43</td>
</tr>
<tr>
<td>Wakeboard/Ski</td>
<td>616</td>
</tr>
</tbody>
</table>
Watercraft Inspection Summary

- 3,080 Inspections Conducted since March, 2013
- Boats originating from 128 different waterbodies in 11 different states/provinces were inspected
- ~3% of boats had visible vegetation
- <3% of boats had standing water
- Decontaminations conducted: 4

Watercraft Inspection Summary

- 3,080 Inspections Conducted since March, 2013
- Boats originating from 128 different waterbodies in 11 different states/provinces were inspected
- Boats had previously launched in 214 different waterbodies in 20 different states/provinces
- ~3% of boats had visible vegetation
- <3% of boats had standing water
- Decontaminations conducted: 3
Watercraft Inspection Summary

- 2,178 uniquely registered boats
  - 84% registered in Washington
  - 13% registered in Canada
  - 3% registered elsewhere or not at all (AK, AZ, ID*, KA, MC, MD, MN*, MT*, NM, OR*, TX, UT)
Policy Questions

- What proportion of the costs of the program should be recovered by fees?

- Geography: Should the program be countywide or focus on the most vulnerable waterbodies?

- How should non-motorized watercraft be brought into the program?
2013 Projected Costs

- Staffing: $103,142.40
- Education/Outreach: $12,000 (PSP Grant)
- Equipment/Supplies/Infrastructure: $56,000 (PSP Grant)
- Total: $171,142.40

2013 Actual Costs*

- Staffing: $81,419.07
- Education/Outreach: $12,000
- Decontamination Unit: $22,706.76
- Equipment/Supplies: $41,457.95
  - Gates, $7,573.68
  - Tents, $1,403.39
  - Wire Seals, $2,521.84
  - Flashlights, Mirrors, Magnifying Glasses, Radios, $392.04
  - Inspection Forms, $2,391.40
  - Uniforms, $1,089.60
  - Payment System, $26,086
  Total: $157,583.78
2013 Projected Revenue

- Annual Permit ($50) – 900 - $45,000
- Day Pass ($20) – 750 - $15,000
- Total: 1,650 - $60,000

2013 Actual Revenue*

- Sold 1,921 Annual Permits
- Sold 294 Day Passes
- Total Revenue: $101,930

A&S Permit (Green) next to Washington State Registration Sticker, 2013
2013 Program Objectives

- Focus on Highest Risk Watercraft
- Mandatory Inspection of Motorized Watercraft
- Public Facilities and On Call
- Simple Fee Structure
- Partial Cost Recovery
- Minimize impact to boaters and other lake users
- Keep staff levels low while ensuring safety

What improvements need to be made in 2014?

2014 Program Issues

- Program Management
  - Shared, Assigned, Contracted?

- Inspections & Permit Requirements
  - Based on threat level or complexity?

- Scope of Program
  - All boats or only registered boats?
  - All lakes or just Lake Whatcom or just Lake Whatcom & Lake Samish?
2014 Program Issues

- Cost Recovery Level
  - Total or?

- Fee Structure
  - No fee
  - One fee
  - Based on type of boat?
  - Based on length/complexity?
  - Based on risk level (e.g. Lake Whatcom only, Lake Samish only)?

2014 Program Recommendations

- Management
  - Combination of contracts, shared tasks

- Scope of Program
  - Extend Inspections Services
    - Increase coverage at Lake Whatcom Public Launches (e.g. South Bay), and Lake Samish
  - All Watercraft
    - Include Non-Motorized and 2013 Exempted

- Multi-Tier Fee Structure
  - Lake Whatcom/Lake Samish Only
  - Length/Complexity
  - Non-Motorized, Hand-Carried
2014 Program Recommendations

- Staffing Increase
  - In response to 2013 staffing challenges
  - To extend inspection services
  - To collect data at other lakes

- Assess risk levels of other County lakes
  - Collect data on physical and chemical parameters, watercraft access, and recreational use

- Include Online Boater AIS Education Card

2014 Budget (Proposed)

- Staffing: $130,000 - $182,000
- Education/Outreach: $20,000
- Equipment/Supplies: $15,000
  - Tents, $1,500
  - Wire Seals, $3,000
  - Flashlights, Mirrors, Magnifying Glasses, Radios, $500
  - Inspection Forms, $2,500
  - Uniforms, $2,000
  - Vehicle ?
  - Miscellaneous ?

Total: $165,000 - $217,000
Policy Questions

- What proportion of the costs of the program should be recovered by fees?

- Geography: Should the program be countywide or focus on the most vulnerable waterbodies?

- How should non-motorized watercraft be brought into the program?

Questions?

Presented by:
Clare Fogelson, City of Bellingham – Natural Resources, cfogelson@cob.org
Tegan Ward, City of Bellingham – Natural Resources, teward@cob.org
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<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>Council</td>
<td></td>
<td>10/30/2013</td>
<td></td>
<td>11/12/2013</td>
<td>Finance Committee</td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Presentation by City of Bellingham regarding Bakerview/I-5/NW corridor

**ATTACHMENTS:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
City of Bellingham Mayor Kelli Linville and staff will present a summary of the planned economic development of the Bakerview/I-5/Northwest corridor.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**
AB2013–319
AB2013–326

**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).
TITLE OF DOCUMENT: 2014 Shared Legislative Objectives

ATTACHMENTS:

SEPA review required? ( ) Yes ( ) NO
SEPA review completed? ( ) Yes ( j ) 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.)

Request support of the proposed shared state Legislative Objectives for the 2014 Legislative Session.
MEMORANDUM

To:       Whatcom County Council Members  
From:     Tawni Helms, Administrative Coordinator  
Subject: Approval of Shared Legislative Objectives  
Date:     October 30, 2013

BACKGROUND

Whatcom County, the Port of Bellingham, and the City of Bellingham are planning to continue working together with a shared legislative strategy during the 2014 state Legislative Session. The partners have worked cooperatively on setting priorities that are supported by their elected bodies.

All three entities believe the people of Whatcom County are best represented when the local governments work together in Olympia on shared priorities. The three governments have developed this set of Legislative Objectives to focus McBride’s work. These represent areas of shared interest between the parties. In addition, all parties recognize that they may also pursue additional legislative issues through their respective organizations such as Washington’s Association of Counties (WASC).

STRATEGIC PURPOSE

This shared legislative effort will emphasize the parties collaborative work on projects that benefit our community as a whole, while increasing potential opportunities to secure grants and loans for mutually beneficial capital projects.

ACTION REQUESTED

Approval of the proposed shared state Legislative Objectives for the 2014 Legislative Session.
2014 LEGISLATIVE OBJECTIVES
City of Bellingham
Whatcom County
Port of Bellingham

• **Transportation Budget**
  o Continue to support a statewide comprehensive plan

• **Model Toxics Control Act (MTCA)**
  o Work with our partners to protect MTCA funding for cleanups; secure additional funding

• **Marine Tourism Bill**
  o Support legislation that will expand the permitted length of stay for “entity-owned” vessels from 60 to 180 days creates greater sales tax revenues to waterfront economies

• **Community Economic Revitalization Board (CERB)**
  o Support additional funding to the CERB program

• **Aquatic Invasive Species Control**
  o Support continued efforts in developing a statewide Aquatic Invasive Species eradication program.

• **Restore Public Works Assistance Account**
  o Support efforts to restore full funding of the Public Works Assistance Account

• **Social services funding**
  o Advocate for appropriate social services funding, especially mental health-related funding

• **Judicial Funding**
  o Provide funding for the approved 4th Whatcom County Judge

• **Growth Management Act**
  o Revision and Review
**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>MDL</td>
<td>10/14/13</td>
<td></td>
<td>10/22/13</td>
<td>Intro</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Prosecutor:</td>
<td>KMF</td>
<td>10/14/13</td>
<td></td>
<td>11/12/13</td>
<td>Finance Committee; Council</td>
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<tr>
<td>Purchasing/Budget:</td>
<td>MDJ</td>
<td>10/14/13</td>
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<tr>
<td>Executive:</td>
<td></td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** 2013 Supplemental Budget Request #13

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

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

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

Supplemental #13 requests funding from the General Fund:
1. To appropriate $4,902,375 to fund State Street purchase and partially fund jail site purchase.
2. To appropriate $6,750,000 to fund Road purchase and renovation of Civic Center Building.
3. To appropriate $550,000 to fund Road purchase of Central Shop land.
4. To appropriate $2,700,000 to fund transfer for new jail site acquisition
5. To appropriate $1,250,000 to fund State Street building renovation.
6. Equipment Rental and Revolving Fund:
7. To record $575,000 income from sale of 316 Lottie Street to Administrative Services.
8. To appropriate $2,277,204 to fund transfers to refund equity to the Road Fund and the General Fund.
9. Administrative Services Fund:
10. To appropriate $575,000 to fund purchase of 316 Lottie Street.
11. To appropriate $20,000 to fund emergency repairs to Sun House for ADA access from grant proceeds.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
10/22/2013: Introduced

| Related County Contract #: | Related File Numbers: | Ordinance or Resolution Number: |
ORDINANCE NO.
AMENDMENT NO. 13 OF THE 2013 BUDGET

WHEREAS, the 2013-2014 budget was adopted November 20, 2012; and,
WHEREAS, changing circumstances require modifications to the approved 2013-2014
budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by
the Whatcom County Council.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2013-
2014 Whatcom County Budget Ordinance #2012-048 is hereby amended by adding the
following additional amounts to the 2013 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non - Departmental</td>
<td>4,902,375</td>
<td>(4,902,375)</td>
<td>-</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>4,902,375</td>
<td>(4,902,375)</td>
<td>-</td>
</tr>
<tr>
<td>Road Fund</td>
<td>6,750,000</td>
<td>(2,124,829)</td>
<td>4,625,171</td>
</tr>
<tr>
<td>Jail Fund</td>
<td>2,700,000</td>
<td></td>
<td>2,700,000</td>
</tr>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>1,250,000</td>
<td></td>
<td>1,250,000</td>
</tr>
<tr>
<td>Equipment Rental and Revolving Fund</td>
<td>2,777,204</td>
<td>(575,000)</td>
<td>2,202,204</td>
</tr>
<tr>
<td>Administrative Services Fund</td>
<td>595,000</td>
<td>(20,000)</td>
<td>575,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>18,974,579</td>
<td>(7,622,204)</td>
<td>11,352,375</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of ____________________, 2013.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk
Kathy Kershner, Chair of the Council

APPROVED AS TO FORM:

Jack Louws, County Executive

Date: ____________________

I:\BUDGET\SUPPLS\2013_Suppl\Supplemental #13-2013.doc
<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased Expenditure (Decrease)</th>
<th>(Increased) Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non - Departmental</td>
<td>To fund State Street purchase and partially fund new jail site purchase.</td>
<td>4,902,375</td>
<td>(4,902,375)</td>
<td></td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td></td>
<td>4,902,375</td>
<td>(4,902,375)</td>
<td></td>
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<tr>
<td><strong>Road Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works Administration</td>
<td>To fund Road purchase and renovation of Civic Center Building.</td>
<td>6,200,000</td>
<td>(2,124,829)</td>
<td>4,075,171</td>
</tr>
<tr>
<td>Public Works Administration</td>
<td>To fund Road purchase of Central Shop land.</td>
<td>550,000</td>
<td></td>
<td>550,000</td>
</tr>
<tr>
<td><strong>Total Road Fund</strong></td>
<td></td>
<td>6,750,000</td>
<td>(2,124,829)</td>
<td>4,625,171</td>
</tr>
<tr>
<td>Jail Fund</td>
<td>To fund transfer for new jail site acquisition.</td>
<td>2,700,000</td>
<td></td>
<td>2,700,000</td>
</tr>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>To fund State Street building renovation</td>
<td>1,250,000</td>
<td></td>
<td>1,250,000</td>
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<tr>
<td><strong>equipment Rental and Revolving Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works Equipment Services</td>
<td>To record income from sale of 316 Lottie to Administrative Services.</td>
<td>-</td>
<td>(575,000)</td>
<td>(575,000)</td>
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<tr>
<td>Public Works Equipment Services</td>
<td>To fund transfers to refund equity to the Road Fund and the General Fund</td>
<td>2,777,204</td>
<td></td>
<td>2,777,204</td>
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<tr>
<td><strong>Total equipment Rental and Revolving Fund</strong></td>
<td></td>
<td>2,777,204</td>
<td>(575,000)</td>
<td>2,202,204</td>
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<tr>
<td><strong>Administrative Services Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>To fund purchase of 316 Lottie Street.</td>
<td>575,000</td>
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<td>575,000</td>
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<tr>
<td>Facilities</td>
<td>To fund emergency repairs at Sun House for ADA access from grant proceeds.</td>
<td>20,000</td>
<td>(20,000)</td>
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<tr>
<td><strong>Total Administrative Services Fund</strong></td>
<td></td>
<td>595,000</td>
<td>(20,000)</td>
<td>575,000</td>
</tr>
<tr>
<td><strong>Total Supplemental/</strong></td>
<td></td>
<td>18,974,679</td>
<td>(7,622,204)</td>
<td>11,352,375</td>
</tr>
</tbody>
</table>
Supplemental Budget Request

Non-Departmental

Supp'ID # 1898  Fund  1  Cost Center 4900  Originator: Jack Louws

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

Name of Request: Fund State Street Purchase and Jail Site Purchase

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

\[ 10-15-13 \]

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
<tbody>
<tr>
<td>8120.108</td>
<td>Other Fixed Assets</td>
<td>($4,260,000)</td>
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<tr>
<td>8301.501</td>
<td>Operating Transfer In</td>
<td>($652,375)</td>
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<tr>
<td>8351.345</td>
<td>Operating Transfer Out</td>
<td>$1,093,491</td>
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<tr>
<td>8351.348</td>
<td>Operating Transfer Out</td>
<td>$3,808,884</td>
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<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

1a. Description of request:

Sale of Civic Center Building and the Central Shop Land to the Road Fund and use the proceeds to:
- purchase and renovate the 1500 North State Street building ($3,808,884)
- transfer $1,093,491 to the Jail Construction Project Fund to partially fund the Purchase of a site for a new jail.

The supplemental also includes a return to the General Fund from the Equipment Rental and Revolving $799,082 of vehicle rental payments. This payment is a return of the overfunding of General Fund Departments vehicle and equipment replacement.

1b. Primary customers:

N/A

2. Problem to be solved:

This is part of the solution to:
- fund the purchase of a site for a new jail
- secure a facility to house operations contained in the Northwest Annex, the Northwest Annex has exceeded it useful life.
- acquire a county morgue facility and a office for the Medical Examiner.

3a. Options / Advantages:

The other options are:
1) Invest is the Northwest Annex Building to keep it viable for office space.
2) continue to lease morgue and medical examiner space.
3) lease other office space for staff located at Northwest Annex.
4) identify other funding to purchase a jail site or do not purchase a jail site.

This transaction uses funding restricted to road purposes to pay the full cost of road activities. The transaction also sets free general government resources so that they can be used to fund critical general government activities.

This is the best option because over the long term it is more economical for the county to own its office space than lease it.

3b. Cost savings:

Cost savings cannot be calculated at this time.

Monday, October 14, 2013
**Supplemental Budget Request**

**Non-Departmental**

<table>
<thead>
<tr>
<th>SupplyID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1696</td>
<td>1</td>
<td>4900</td>
<td>Jack Louws</td>
</tr>
</tbody>
</table>

**4a. Outcomes:**
1) Purchase of a new jail site -by December 2013
2) Purchase of 1500 North State Street Building -by December 2013

**4b. Measures:**
The outcomes will be accomplished when the county take ownership of the properties.

**5a. Other Departments/Agencies:**
This transaction will not impact any departments.

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

**6. Funding Source:**
This request is funded through:
1) Sale of the Civic Center Building to the Road Fund.
2) Sale of land at Central Shop to the Road Fund.
3) Return of overfunding of vehicle and equipment replacement to the General Fund.
Supplemental Budget Request

Status: Pending

Public Works

Fund 108  Cost Center 10890

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

Name of Request: Road Purchase of Civic Center Building

Department Head Signature (Required on Hard Copy Submission) Date

X  10-15-13

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>($4,075,171)</td>
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<tr>
<td>7350.001</td>
<td>Buildings &amp; Structures</td>
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</tr>
<tr>
<td>8301.501</td>
<td>Operating Transfer In</td>
<td>($2,124,829)</td>
</tr>
<tr>
<td>8351.331</td>
<td>Operating Transfer Out</td>
<td>$2,500,000</td>
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<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

1a. Description of request:

Purchase of the Civic Center Building by the Whatcom County Road Fund for current appraised value of $3,700,000 and transfer $2,500,000 to the Civic Center Improvement Fund to renovate the second and fourth floors, stairwells, and other miscellaneous improvements.

1b. Primary customers:

N/A

2. Problem to be solved:

The Northwest Annex is at the end of its useful life and will require extensive investment for continued use as office space. Public Works staff working at the Northwest Annex will need to be relocated. Public Works could increase its effectiveness by further consolidation of operations in the Civic Center Building. Renovating the second and fourth floors will enable the department to improve planning and coordination by locating work groups in office space that meets their needs and facilitates communication between work groups. Improvements to the building will also facilitate use of the space for other County Departments in the future by expanding the functionality of the building.

3a. Options / Advantages:

Other options would require leasing space and would not allow for consolidating operations. This is the best option because it allows for consolidating staff and improving communication. Over the long term, ownership of the Civic Center should be less expensive than leasing space. This option maximizes the use of a current asset.

3b. Cost savings:

By relocating Public Works staff located at the Northwest Annex the county will not be required to invest further in that facility. The Road Fund will no longer pay rent for the Civic Center and the Northwest Annex. The Road Fund may gain revenue from the rent of future leasing to other County Department tenants.

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

Monday, October 14, 2013
Supplemental Budget Request

Status: Pending

Public Works

<table>
<thead>
<tr>
<th>Supp'l ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
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<tbody>
<tr>
<td>1694</td>
<td>108</td>
<td>10890</td>
<td>Frank Abart</td>
</tr>
</tbody>
</table>

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

Improvement of this county asset (Civic Building) will allow effective and efficient use of the facility for several years. The Civic Building will likely be utilized for County operations for the next twenty to thirty years. As such an investment in this asset to maximize its use is justified.

6. Funding Source:

Funding for this request is from the Road Fund. Included in this request is the return of Road Fund equity in the Equipment Rental and Revolving Fund ($2,124,829). This represents the amount Road Fund has contributed to ER&R in exceeds of what is needed for equipment replacement.
## Supplemental Budget Request

**Public Works**

<table>
<thead>
<tr>
<th>Suppl' ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator:</th>
<th>Expenditure Type</th>
<th>Year</th>
<th>Add'l FTE</th>
<th>Add'l Space</th>
<th>Priority</th>
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<tr>
<td>1695</td>
<td>108</td>
<td>10890</td>
<td>Frank Abart</td>
<td>One-Time</td>
<td>2013</td>
<td></td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

**Name of Request:** Purchase of Central Shop Land

<table>
<thead>
<tr>
<th>Department Head Signature (Required on Hard Copy Submission)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>10/14/2013</td>
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### Costs:

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<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
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<td>2910.1000</td>
<td>Fund Balance</td>
<td>($550,000)</td>
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<tr>
<td>7320</td>
<td>Land</td>
<td>$550,000</td>
</tr>
<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

1a. **Description of request:**

Purchase by the Road Fund of 99.83 acres of Land on Northwest Road. This includes the site of the Central Shop and the land surrounding the fenced compound south of the Northwest Soccer Park and east of Northwest Road together with 30.8 acres west of Northwest Road. The purchase price is the current appraised value as established in an appraisal by Wm. T. Follis, LLC, Realtors.

1b. **Primary customers:**

N/A

2. **Problem to be solved:**

Whatcom County's policy is that restricted revenue shall be used first to pay for all eligible expenditures before any unrestricted General Fund Revenue is used. This transaction uses funds restricted for road purposes to purchase a general government asset that is used for Road purposes. The areas of land that are not currently being utilized by Public Works are anticipated to be utilized for future wetlands mitigation.

3a. **Options / Advantages:**

The other option considered is no action and to retain this property as a general government asset. The transaction will dedicate the property to road purposes by using restricted road dollars to reimburse the General Fund for the value of the land. For the foreseeable future this property will be used for road purposes. This transaction will allow Whatcom County to use the monetary value of the property for other general government purposes.

3b. **Cost savings:**

None.

4a. **Outcomes:**

This transaction will dedicate the use of the Central Shop property to road purposes and allow the monetary value of the property to be used for other general government purposes.

4b. **Measures:**

The outcome will occur when the transaction has been completed.

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

This transaction will be processed by county administrative staff.

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

This transaction will be executed by an interfund transfer approved by the County Executive.

6. **Funding Source:**

This transaction will be funded from Road Fund fund balance.

---

*Monday, October 14, 2013*
Supplemental Budget Request

Non-Departmental

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

Name of Request: WC Jail Fund Transfer to Fund Site Acquisition

X

Department Head Signature (Required on Hard Copy Submission) Date

10-15-13

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>($2,700,000)</td>
</tr>
<tr>
<td>8351.345</td>
<td>Operating Transfer Out</td>
<td>$2,700,000</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Transfer to fund purchase for site for new Jail.

1b. Primary customers:
N/A

2. Problem to be solved:
See Memo from Jack Louws to County Council dated 10/14/2013

3a. Options / Advantages:
See Memo from Jack Louws to County Council dated 10/14/2013

3b. Cost savings:
N/A

4a. Outcomes:
See Memo from Jack Louws to County Council dated 10/14/2013

4b. Measures:
See Memo from Jack Louws to County Council dated 10/14/2013

5a. Other Departments/Agencies:
None.

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

6. Funding Source:
This Transfer is from the fund balance of the WC Jail fund.

Monday, October 14, 2013
Supplemental Budget Request

Non-Departmental

Supp'l ID # 1700  Fund 332  Cost Center 332100  Originator: Jack Louws

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

Name of Request: Transfer to Fund State Street Building Renovation

X  (Required on Hard Copy Submission)  Date 10-15-13

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000 Fund Balance</td>
<td>($1,250,000)</td>
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<td></td>
</tr>
<tr>
<td>8351.348 Operating Transfer Out</td>
<td>$1,250,000</td>
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<tr>
<td>Request Total</td>
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</tr>
<tr>
<td></td>
<td>$0</td>
<td></td>
<td></td>
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</tbody>
</table>

1a. Description of request:
Transfer to fund 1500 North State Street Building and Renovation.

1b. Primary customers:
N/A

2. Problem to be solved:
See Memo from Jack Louws to County Council dated 10/14/2013

3a. Options / Advantages:
See Memo from Jack Louws to County Council dated 10/14/2013

3b. Cost savings:
N/A

4a. Outcomes:
See Memo from Jack Louws to County Council dated 10/14/2013

4b. Measures:
See Memo from Jack Louws to County Council dated 10/14/2013

5a. Other Departments/Agencies:
Administrative Services Facilities (Mike Russell) will be involved in the administration of the renovation.

5b. Name the person in charge of implementation and what they are responsible for:
Administrative Services Facilities (Mike Russell) will be involved in the administration of the renovation.

6. Funding Source:
Funding is from the Public Utilities Fund (EDI) fund balance.

Monday, October 14, 2013
Supplemental Budget Request

Status: Pending

Public Works

Fund 501  Cost Center 501600  Originator: Frank Abart

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

Name of Request: Sale of 316 Lottie to Administrative Services

X

Department Head Signature (Required on Hard Copy Submission)  Date 10-15-13

<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>
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<td>8301.507</td>
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<td>9111</td>
<td>Disposal Proceeds</td>
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</table>

1a. Description of request:
Sale of 316 Lottie Building to Administrative Services

1b. Primary customers:
N/A

2. Problem to be solved:
See memo from Jack Louws to County Council dated October 14, 2013.

3a. Options / Advantages:
See memo from Jack Louws to County Council dated October 14, 2013.

3b. Cost savings:
N/A

4a. Outcomes:
See memo from Jack Louws to County Council dated October 14, 2013.

4b. Measures:
See memo from Jack Louws to County Council dated October 14, 2013.

5a. Other Departments/Agencies:
None

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

6. Funding Source:
N/A

Monday, October 14, 2013
Supplemental Budget Request

Public Works                                           Equipment Services

SuppID# 1886  Fund 501  Cost Center 501100  Originator: Kellie Eiswald

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

Name of Request: Return of Equity

X

Department Head Signature (Required on Hard Copy Submission)  Date 10-15-13

Table:

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
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<td>Retained Earnings</td>
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<tr>
<td>9201</td>
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<td><strong>Request Total</strong></td>
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</table>

1a. Description of request:

The Equipment Rental Fund will return excess equity back to Departments as follows:

General Fund - Assessor - $20,986, Juvenile - $43,583, PDS - $311,831, Health Department - $264,798, Parks - $157,883. This totals $799,081 less underground storage tank removal that should have been charge to the General Fund $146,706. The net equity returned to the General Fund is $652,375.

Road Fund - $2,124,829.

Total return of equity $2,777,204

1b. Primary customers:

The General Fund will receive $799,081.
The Road Fund will receive $2,124,829.

2. Problem to be solved:

It has been the practice of the ER&R Fund to set monthly equipment rental rates, for passenger vehicles, based on a six to seven year cycle. In many cases, vehicles have been kept in service years past the planned replacement date. As a result, excess replacement equity has accumulated in the ER&R Fund.

Generally accepted accounting principles require Internal Service Funds to operating at a zero profit. By returning excess equity to Departments, the ER&R’s Fund balance will present an accurate replacement value.

We recently discovered the removal of an underground storage tank should have been charged to the General Fund. The cost of removing the storage tank will be deducted equity returned to the General Fund.

3a. Options / Advantages:

Another option would be to reduce monthly equipment rental rates. Over time, the excess replacement equity would be lowered. This results in current expenditures for equipment being understated in the County’s current year financial report.

By making a one time residual equity transfer out, equipment rental rates would not have to be recalculated and rental expenditure would be accurately report on the financial statements.

Monday, October 14, 2013
### Supplemental Budget Request

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Equipment Services</th>
</tr>
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<tbody>
<tr>
<td>Supp# ID # 1686</td>
<td>Fund 501</td>
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<tr>
<td></td>
<td>Cost Center 501100</td>
</tr>
<tr>
<td></td>
<td>Originator: Kellie Eiswald</td>
</tr>
</tbody>
</table>

### 3b. Cost savings:
None.

### 4a. Outcomes:
The General Fund and the Road Fund would have additional cash reserves for anticipated transactions per Jack Louws Memo dated October 14, 2013.

### 4b. Measures:
Year end actual department equity accounts will be compared with a calculated equity balance based on equipment life.

### 5a. Other Departments/Agencies:

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

### 6. Funding Source:
ER&R retained earnings.
Supplemental Budget Request

**Administrative Services**

<table>
<thead>
<tr>
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<th>1704</th>
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</thead>
<tbody>
<tr>
<td><strong>Fund</strong></td>
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<tr>
<td><strong>Cost Center</strong></td>
<td>50710</td>
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<tr>
<td><strong>Originator</strong></td>
<td>Jack Louws</td>
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</table>

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

**Name of Request:** AS Purchase of 316 Lottie Street

<table>
<thead>
<tr>
<th>Department Head Signature (Required on Hard Copy Submission)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-15-13</td>
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**Costs:**

<table>
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<tr>
<th>Object</th>
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<tbody>
<tr>
<td>2880.1000</td>
<td>Retained Earnings</td>
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<tr>
<td>7320</td>
<td>Land</td>
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<td>7350</td>
<td>Buildings &amp; Structures</td>
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<tr>
<td>8351.501</td>
<td>Operating Transfer Out</td>
<td>$402,191</td>
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</table>

**Request Total:** $0

1a. **Description of request:**

Purchase of 316 Lottie Street property by Administrative Services. The property currently is an asset of the Equipment Rental and Revolving Fund.

1b. **Primary customers:**

N/A

2. **Problem to be solved:**

The building located at 316 Lottie Street was purchased by the Equipment Rental and Revolving Fund as an office for the Public Works Department. Several years ago Public Works moved out of the building and Administrative Services - Facilities took over the building. This transaction will transfer ownership to Administrative Services.

3a. **Options / Advantages:**

Pay Equipment Rental and Revolving Fund rent for use of 316 Lottie Street.

3b. **Cost savings:**

None

4a. **Outcomes:**

Transfer ownership of 316 Lottie Street Property from Equipment Rental and Revolving Fund to the Administrative Services Fund.

4b. **Measures:**

When the transaction is executed.

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

No

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

6. **Funding Source:**

The funding for this transaction is from Administrative Services' fund balance.

---

*Monday, October 14, 2013*
MEMO TO: Jack Louws, County Executive
FROM: Michael Russell, Facilities Manager
DATE: October 7, 2013
RE: Supplemental Budget Request

• Background and Purpose
The Sun Community Services House located on Chestnut Street is in immediate need of emergency repairs to their front porch and ADA accessible ramp. The Sun Community House is a housing facility that provides assistance to very-low income persons. The property is owned by Whatcom County and leased to Sun House.

• Funding Amount and Source
Funding is provided via an Interlocal Agreement between Whatcom County and the City of Bellingham for the amount of $20,000

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

Thank you,

Enclosures (1)
Supplemental Budget Request

Administrative Services

Fund 507  Cost Center 50785

Supp'ID # 1690

Facilities Management

Originator: Michael Russell

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

Name of Request: Emergency Repairs at Sun House for ADA Access

X

Department Head Signature (Required on Hard Copy Submission)

Date

10-11-2013

Costs:

<table>
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<th>Object</th>
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<tbody>
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<td>Repairs &amp; Maintenance</td>
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</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
The Mayor has reserved up to $20,000 for the wheelchair ramp repairs at 515 W. Chestnut Ave. This County owned building is occupied by Sun Community Service.

1b. Primary customers:
Whatcom County, The City of Bellingham and the citizens of our community that will be utilizing these facilities.

2. Problem to be solved:
The current ADA access to the building has deteriorated to the point that it is no longer useable. The funding provided through the City will fund the repairs up to $20,000.00.

3a. Options / Advantages:
These repairs need to be made at Sun House for ADA access to the building. Completing these repairs will keep this building up to code and the allow services that Sun House provides to continue.

3b. Cost savings:
The funding for this project is being provided by the City of Bellingham Housing Levy Funds.

4a. Outcomes:
Completing these repairs will keep this building up to code and the allow services that Sun House provides to community to continue.

4b. Measures:
Completing these repairs will keep this building up to code and the allow services that Sun House provides to community to continue.

5a. Other Departments/Agencies:
Whatcom County Facilities Management, The City of Bellingham and Sun Community services

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

6. Funding Source:
City of Bellingham Housing Levy Funds
**TITLE OF DOCUMENT:** Ordinance to amend the new jail project fund by adding budget authority in the amount of $6,093,491 for the purchase of jail site property, for a total project budget expenditure amount of $6,638,393.

**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>

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.)

Requesting Council approval for additional budget authority in the new jail project fund for a total budget expenditure amount of $6,638,393 to allow for the acquisition of jail site property. (See Executive Louws 10/14/13 memo to council referencing funding adjustments to allow for property acquisitions).

**COMMITTEE ACTION:**

<table>
<thead>
<tr>
<th>COUNCIL ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/22/2013: Introduced</td>
</tr>
</tbody>
</table>

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
ORDINANCE NO.  
AMENDMENT No. 2 TO ORDINANCE No. 2013-003  
ESTABLISHING A PROJECT FUND FOR THE NEW JAIL PROJECT

WHEREAS, the planning phase of the New Jail Project 2013-2014 budget was initially adopted on January 29, 2013 with an expenditure amount of $444,902 for jail planning and a revenue amount of $1,000,000 from a General Fund transfer, and

WHEREAS, Ordinance No. 2012-045 approved July 23, 2013, added expenditure authority of $100,000 for additional studies of the preferred jail site to the project based budget, and

WHEREAS, the environmental impact statement and supplemental environmental impact statement are complete, and

WHEREAS, it may be in the best interest of Whatcom County to purchase the preferred jail site at the intersection of LaBounty Road and Sunset Avenue in Ferndale, and

WHEREAS, funding for the site acquisition will be provided by interfund transfers from the Real Estate Excise Tax I Fund ($2,300,000), the Whatcom County Jail Fund ($2,700,000) and the General Fund ($1,093,491),

NOW, THEREFORE, BE IT ORDEIGNED by the Whatcom County Council, that Ordinance No. 2013-003 establishing the project based budget for the New Jail Project 2013-2014, as amended by Ordinance No. 2013-045, is hereby amended by adding an additional amount of $6,093,491 of expenditure authority to the amended project budget amount of $544,902 for a total project budget expenditure amount of $6,638,393.

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
MEMORANDUM

TO: Whatcom County Council Members
FROM: Jack Louws, County Executive
DATE: October 14, 2013
RE: Funding Adjustments to Allow for Property Acquisitions of LaBounty Road Correction Facility Site and the State Street Building.

I propose the Council consider and approve an integrated set of actions that will lead to the County’s ability to pay for the acquisition of the property located on LaBounty Road for the purposes of siting and constructing a new county jail, and for the purchase of the State Street building to be used as a Permit Center for PDS, PW, and Health, with the continuance of the facility being used as the County Morgue.

My proposal includes the following:
1. Re-alignment of existing county property ownership to appropriate departments to reflect current and projected use.
2. Adjusting and transferring excess equity balances in the County’s ER&R Funds to their original fund sources, providing capitol for the property transactions.
3. Plan and execute appropriate renovations to existing county facilities to allow them to cost effectively serve the needs of county government and our community.

The transactions listed below are necessary to accomplish these objectives.

**ER&R ADJUSTMENTS**

- Refund excess Road Fund equity in the ER&R Fund to the Road Fund. The current equity balance in ER&R for Road purposes is estimated to be over $2.1 million more than necessary to adequately provide for scheduled replacements.
- Refund excess General Government equity in the ER&R Fund to the General Fund. The current equity balance is estimated to be $799,000 more than necessary to adequately provide for scheduled equipment replacements in the General Fund accounts. As a part of these refunds we are not proposing to make any changes to the Sheriff’s Department equity balances. This excess equity balance would be used to assist in purchasing the LaBounty Road property for the future jail and Sheriff’s department facilities.
• To correct a recently discovered accounting transaction in the ER&R Fund and reimburse the ER&R Fund in the amount of $146,707 for petroleum tank removal costs. This tank removal occurred many years ago in the parking lot south of the Courthouse. This transaction corrects the accounting to make the ER&R Fund whole.

ROAD FUND

• The Road Fund will be used to purchase the Civic Center building. The Public Works Department currently leases space in the Civic Center building. I propose the Road Fund acquire the Civic Center building, property and renovate the 2nd and 4th floors of the building to consolidate Public Works operations. A formal appraisal has shown a value of $3.7 million for the building and property. The purchase price will be returned to the General Fund for use in acquiring other properties as outlined in the above objectives. We are requesting a $2.5 million project budget from the Road Fund to complete the renovations necessary for the effective long term use of the building.

• The Public Works Maintenance and Operations Division Central Shop facilities utilize approximately 100 acres as part of a larger 147 acre parcel. The value of these 100 acres has been appraised for $550,000. I propose to use dedicated Road Funds to compensate the General Fund for this property and utilize the property for Public Works purposes well into the future.

1500 N. STATE STREET BUILDING – ACQUISITION AND RENOVATION

Whatcom County currently leases over 80% of the building for County Health Department operations, the Medical Examiner offices, and the County Morgue space. The Administration has executed a purchase and sale agreement in the amount $2.6 million to acquire the building and related property, subject to Council approval. The agreed purchase price is approximately $1 million less than the formally appraised value for the building and associated property. This acquisition includes a 20,552 square foot 2-story building located on a 13,750 square foot lot and a 42,460 square foot parking lot located within ½ block of building. Approximately 120 parking spaces can be accommodated between both properties. I am requesting a project budget in the amount of $5,058,884 to acquire and renovate the building and related property. This project budget will be funded from the General Fund with some of the proceeds received as a result of the sale of the Civic Center building, and the assignment of $1,250,000 of EDI funds dedicated to renovation costs.

When completed, this building will house all operations of PDS, and the development related staff from Public Works and the Health Department. This county facility will also continue to serve as the offices of the Medical Examiner and the Morgue. The Northwest Annex facility has exceeded its useful life and requires extensive investment in renovations in order to maintain the facility as a healthy and safe working environment.
for staff and the public. By investing in the State Street building we can avoid those extensive repair costs while ensuring adequate future space for PDS and offices for the Medical Examiner and Morgue. The existing Health Department staff currently located in the State Street building will be relocated to Girard Street to consolidate all clinical staff. Health Administrative and Human Services staff will relocate and lease the first floor of the Civic Center building.

**PURCHASE OF 316 LOTTIE STREET**

This building was acquired ~20 years ago through the ER&R Fund. I am proposing a portion of the Administrative Services Fund balance currently devoted to Facilities Management be used to acquire the building and property, properly align building use with county funds and repay the ER&R Fund $575,000. The formal appraisal of the property indicates a value of $575,000. The property will continue to be used for Facilities management operations.

**PURCHASE OF A NEW JAIL SITE**

I propose the Council appropriate a total of $6,093,491 for the acquisition and related closing and project costs associated with the LaBounty Road property purchase. This appropriation will be funded through transfers to the Jail Construction Project Fund from the following sources:

1. $2.3 million from the REET I Fund balance
2. $2.7 million from the Jail Fund
3. $1,093,491 from the General Fund. This General Fund transfer represents a portion of the proceeds from the previously described transactions.

I appreciate the totality of these transactions are complex. They have involved many hours of research and development work by my staff over a number of months. The details of these transactions are described extensively in the attached resolutions and ordinances. I’m pleased that when fully implemented we will have accomplished some fundamental investments and objectives that improve our government operations and services to the citizens including the purchase of property for a new jail. More importantly, we will have accomplished these investments and improvements within existing resources, without new taxes and without creating additional demands on the General Fund.

We will have unresolved issues beyond these transactions. The disposition or repurposing of the Northwest Annex facility will need to be decided, the Courthouse façade renovation needs funding (long-term water damage repair), 4th Courtroom is in progress and scheduled to be completed in 2014, and of course we will need to decide what tax measure is required for the construction of the jail and Sheriff’s facility. Beyond all of this we will need to decide the fate of the existing correctional facility, incorporating
some holding capacity in our current courthouse for prisoners as they await their court hearings and trials.

I suggest the council discuss this in committee, then hold public hearing(s) on the proposal prior to taking action(s). Dewey Desler, Special Projects Manager and I will be available to answer questions you may have.

Thank you for your consideration of this proposal.
Whatcom County
Financing of Proposed 2013 Property Transactions
October through December, 2013

Road Fund
Refund of Road Fund Equity In ER&R $ 2,124,829
Road Fund - Fund Balance $ 4,625,171
Purchase Civic Center Building $ 3,700,000
Civic Center Building Improvements $ 2,500,000

Purchase Central Shop Land- Northwest Rd. $ 550,000

$ 6,750,000 $ 6,750,000

General Fund
Sale of Civic Center $ 3,700,000
Return of General Fund Equity in ER&R $ 799,082
Sale of Central Shop Land - Northwest Rd. $ 550,000
Transfer to Jail Construction Project Fund $ 1,093,491
Transfer to State Street Bldging Acquisition and Improvement Fund $ 3,808,884
Reimburse ER&R for Tank Removal Sheriff’s Parking Lot $ 146,707

$ 5,049,082 $ 5,049,082

State Street Building Acquisition and Improvement Fund (Proposed)
Transfer From General Fund - Proceeds of Civic Center Sale $ 3,808,884
Rural Sales Tax (EDL) Transfer $ 1,250,000
Purchase of 1500 N State Street Building $ 2,700,000
Improvements to 1500 N State Street Bldg $ 2,358,084

$ 5,058,884 $ 5,058,884

Administrative Services Fund - 316 Lottie Street
Administrative Services Fund - Fund Balance $ 575,000
Repay Er&R Fund for 316 Lottie Building $ 575,000

$ 575,000 $ 575,000
### Whatcom County
Financing of Proposed 2013 Property Transactions
October through December, 2013

#### Jail Construction Project Fund

<table>
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<tr>
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<tr>
<td>Jail Fund Transfer</td>
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<tr>
<td>Transfer From General Fund - Proceeds of Civic Center</td>
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<tr>
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<tr>
<td>Purchase of New Jail Site</td>
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<tr>
<td>Other Project Costs</td>
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<td><strong>Total</strong></td>
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<td><strong>Total</strong></td>
<td><strong>$6,093,491</strong></td>
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#### EDI Fund

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<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<td>10/22/13</td>
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**TITLE OF DOCUMENT:** Ordinance to establish the State Street Building and Improvement Fund and related capital budget appropriate.

**ATTACHMENTS:**

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<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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<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date:</td>
<td></td>
<td></td>
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</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.)

Requesting Council approval to establish the State Street Building Acquisition and Improvement Fund and related capital budget appropriation in the amount of $5,058,885. (See Executive Louws 10/14/13 memo to council referencing funding adjustments to allow for property acquisitions).

### COMMITTEE ACTION:

**COUNCIL ACTION:**

10/22/2013: Introduced

<table>
<thead>
<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).
ORDINANCE NO. _________

AN ORDINANCE ESTABLISHING THE STATE STREET BUILDING ACQUISITION AND IMPROVEMENT FUND AND RELATED CAPITAL BUDGET APPROPRIATION

WHEREAS, Whatcom County Council has determined it is in the best interest of the citizens of Whatcom County to acquire a building located at 1500 North State Street, Bellingham Washington, and

WHEREAS, purchase of the State Street building will enable Whatcom County to discontinue use of the Northwest Annex for office space and thereby avoid costly repairs the annex requires, and

WHEREAS, purchase of the State Street Building establishes county ownership of the county morgue and the County Medical Examiner’s office, and

WHEREAS, purchase and renovation of the State Street Building will be funded by a $3,808,884 transfer from the General Fund, which represents a portion of the proceeds from the sale of the Civic Center Building and a $1,250,000 transfer from the Public Utilities Fund, and

WHEREAS, when completed, this building will house all operations of Planning and Development Services, the development related staff from Public Works and it will continue to serve as the offices for the Medical Examiner and will continue to serve as the morgue,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established effective November 12, 2013 titled State Street Building Acquisition and Improvement Fund.
BE IT FURTHER ORDAINED by the Whatcom County Council that a capital budget appropriation of $5,058,884 is hereby established for the acquisition and renovation of 1500 North State Street, Bellingham Washington.

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

   Daniel L. Gibson
   Civil Deputy Prosecutor

Jack Louws, County Executive
MEMORANDUM

TO: Whatcom County Council Members
FROM: Jack Louws, County Executive
DATE: October 14, 2013
RE: Funding Adjustments to Allow for Property Acquisitions of LaBounty Road Correction Facility Site and the State Street Building.

I propose the Council consider and approve an integrated set of actions that will lead to the County’s ability to pay for the acquisition of the property located on LaBounty Road for the purposes of siting and constructing a new county jail, and for the purchase of the State Street building to be used as a Permit Center for PDS, PW, and Health, with the continuance of the facility being used as the County Morgue.

My proposal includes the following:

1. Re-alignment of existing county property ownership to appropriate departments to reflect current and projected use.
2. Adjusting and transferring excess equity balances in the County’s ER&R Funds to their original fund sources, providing capitol for the property transactions.
3. Plan and execute appropriate renovations to existing county facilities to allow them to cost effectively serve the needs of county government and our community.

The transactions listed below are necessary to accomplish these objectives.

ER&R ADJUSTMENTS

- Refund excess Road Fund equity in the ER&R Fund to the Road Fund. The current equity balance in ER&R for Road purposes is estimated to be over $2.1 million more than necessary to adequately provide for scheduled replacements. Refund excess General Government equity in the ER&R Fund to the General Fund. The current equity balance is estimated to be $799,000 more than necessary to adequately provide for scheduled equipment replacements in the General Fund accounts. As a part of these refunds we are not proposing to make any changes to the Sheriff’s Department equity balances. This excess equity balance would be used to assist in purchasing the LaBounty Road property for the future jail and Sheriff’s department facilities.
To correct a recently discovered accounting transaction in the ER&R Fund and reimburse the ER&R Fund in the amount of $146,707 for petroleum tank removal costs. This tank removal occurred many years ago in the parking lot south of the Courthouse. This transaction corrects the accounting to make the ER&R Fund whole.

ROAD FUND

- The Road Fund will be used to purchase the Civic Center building. The Public Works Department currently leases space in the Civic Center building. I propose the Road Fund acquire the Civic Center building, property and renovate the 2nd and 4th floors of the building to consolidate Public Works operations. A formal appraisal has shown a value of $3.7 million for the building and property. The purchase price will be returned to the General Fund for use in acquiring other properties as outlined in the above objectives. We are requesting a $2.5 million project budget from the Road Fund to complete the renovations necessary for the effective long term use of the building.
- The Public Works Maintenance and Operations Division Central Shop facilities utilize approximately 100 acres as part of a larger 147 acre parcel. The value of these 100 acres has been appraised for $550,000. I propose to use dedicated Road Funds to compensate the General Fund for this property and utilize the property for Public Works purposes well into the future.

1500 N. STATE STREET BUILDING – ACQUISITION AND RENOVATION

Whatcom County currently leases over 80% of the building for County Health Department operations, the Medical Examiner offices, and the County Morgue space. The Administration has executed a purchase and sale agreement in the amount $2.6 million to acquire the building and related property, subject to Council approval. The agreed purchase price is approximately $1 million less than the formally appraised value for the building and associated property. This acquisition includes a 20,552 square foot 2-story building located on a 13,750 square foot lot and a 42,460 square foot parking lot located within ½ block of building. Approximately 120 parking spaces can be accommodated between both properties. I am requesting a project budget in the amount of $5,058,884 to acquire and renovate the building and related property. This project budget will be funded from the General Fund with some of the proceeds received as a result of the sale of the Civic Center building, and the assignment of $1,250,000 of EDI funds dedicated to renovation costs.

When completed, this building will house all operations of PDS, and the development related staff from Public Works and the Health Department. This county facility will also continue to serve as the offices of the Medical Examiner and the Morgue. The Northwest Annex facility has exceeded its useful life and requires extensive investment in renovations in order to maintain the facility as a healthy and safe working environment.
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PURCHASE OF 316 LOTTIE STREET

This building was acquired ~20 years ago through the ER&R Fund. I am proposing a portion of the Administrative Services Fund balance currently devoted to Facilities Management be used to acquire the building and property, properly align building use with county funds and repay the ER&R Fund $575,000. The formal appraisal of the property indicates a value of $575,000. The property will continue to be used for Facilities management operations.

PURCHASE OF A NEW JAIL SITE

I propose the Council appropriate a total of $6,093,491 for the acquisition and related closing and project costs associated with the LaBounty Road property purchase. This appropriation will be funded through transfers to the Jail Construction Project Fund from the following sources:

1. $2.3 million from the REET I Fund balance
2. $2.7 million from the Jail Fund
3. $1,093,491 from the General Fund. This General Fund transfer represents a portion of the proceeds from the previously described transactions.

I appreciate the totality of these transactions are complex. They have involved many hours of research and development work by my staff over a number of months. The details of these transactions are described extensively in the attached resolutions and ordinances. I’m pleased that when fully implemented we will have accomplished some fundamental investments and objectives that improve our government operations and services to the citizens including the purchase of property for a new jail. More importantly, we will have accomplished these investments and improvements within existing resources, without new taxes and without creating additional demands on the General Fund.

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some holding capacity in our current courthouse for prisoners as they await their court hearings and trials.

I suggest the council discuss this in committee, then hold public hearing(s) on the proposal prior to taking action(s). Dewey Desler, Special Projects Manager and I will be available to answer questions you may have.

Thank you for your consideration of this proposal.
## Whatcom County
Financing of Proposed 2013 Property Transactions
October through December, 2013

### Road Fund
- Refund of Road Fund Equity in ER&R $2,124,829
- Road Fund - Fund Balance $4,625,171
- Purchase Civic Center Building $3,700,000
- Civic Center Building Improvements $2,500,000
- Purchase Central Shop Land- Northwest Rd. $550,000

<table>
<thead>
<tr>
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<td>$550,000</td>
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### General Fund
- Sale of Civic Center $3,700,000
- Return of General Fund Equity in ER&R $799,082
- Sale of Central Shop Land - Northwest Rd. $550,000
- Transfer to Jail Construction Project Fund $1,093,491
- Transfer to State Street Bldging Acquisition and Improvement Fund $3,808,884
- Reimburse ER&R for Tank Removal Sheriff's Parking Lot $146,707

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<td>$146,707</td>
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<td>$5,049,082</td>
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### State Street Building Acquisition and Improvement Fund (Proposed)
- Transfer From General Fund - Proceeds of Civic Center Sale $3,808,884
- Rural Sales Tax (EDI) Transfer $1,250,000
- Purchase of 1500 N State Street Building $2,700,000
- Improvements to 1500 N State Street Bldg $2,358,084

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<tbody>
<tr>
<td>$5,058,884</td>
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### Administrative Services Fund - 316 Lottie Street
- Administrative Services Fund - Fund Balance $575,000
- Repay Er&R Fund for 316 Lottie Building $575,000

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Whatcom County
Financing of Proposed 2013 Property Transactions
October through December, 2013

**Jail Construction Project Fund**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Reet I Transfer</td>
<td>$2,300,000</td>
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<tr>
<td>Jail Fund Transfer</td>
<td>$2,700,000</td>
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<td>$1,093,491</td>
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<tr>
<td>Purchase of New Jail Site</td>
<td>$5,938,382</td>
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<tr>
<td>Other Project Costs</td>
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<td><strong>Total</strong></td>
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**EDI Fund**

<table>
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<tr>
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<tr>
<td>Transfer to State Street Building Acq &amp; Improv Fund</td>
<td>$1,250,000</td>
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</table>
TITLE OF DOCUMENT: Ordinance establishing a capital budget appropriation for renovation of the Civic Center Building

ATTACHMENTS:

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

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

Requesting Council approval for the adoption of a capital budget appropriation in the amount of $2.5 million for the renovation of the Civic Center Building. (See Executive Louws 10/14/13 memo to council referencing funding adjustments to allow for property acquisitions).

COMMITTEE ACTION:

COUNCIL ACTION:
10/22, 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 ESTABLISHING A CAPITAL BUDGET APPROPRIATION FOR RENOVATION OF THE CIVIC CENTER BUILDING

WHEREAS, The Whatcom County Council has approve the purchase of the Civic Center Building by the Whatcom County Road Fund, and

WHEREAS, The Civic Center Building requires renovation of the 2nd and 4th floors to prepare the building for full occupancy, and

WHEREAS, The County Council has approved a Road Fund supplemental budget authorizing a transfer of $2,500,000 to the Civic Center Building Improvement Fund (fund #331) for renovations,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a capital budget appropriation is hereby established in the Civic Center Improvement Fund of $2,500,000 for the renovation of the Civic Center Building,

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

______________________________
Civil Deputy Prosecutor

______________________________
Jack Louws, County Executive
MEMORANDUM

TO: Whatcom County Council Members

FROM: Jack Louws, County Executive

DATE: October 14, 2013

RE: Funding Adjustments to Allow for Property Acquisitions of LaBounty Road Correction Facility Site and the State Street Building.

I propose the Council consider and approve an integrated set of actions that will lead to the County's ability to pay for the acquisition of the property located on LaBounty Road for the purposes of siting and constructing a new county jail, and for the purchase of the State Street building to be used as a Permit Center for PDS, PW, and Health, with the continuance of the facility being used as the County Morgue.

My proposal includes the following:
1. Re-alignment of existing county property ownership to appropriate departments to reflect current and projected use.
2. Adjusting and transferring excess equity balances in the County’s ER&R Funds to their original fund sources, providing capitol for the property transactions.
3. Plan and execute appropriate renovations to existing county facilities to allow them to cost effectively serve the needs of county government and our community.

The transactions listed below are necessary to accomplish these objectives.

ER&R ADJUSTMENTS

- Refund excess Road Fund equity in the ER&R Fund to the Road Fund. The current equity balance in ER&R for Road purposes is estimated to be over $2.1 million more than necessary to adequately provide for scheduled replacements. Refund excess General Government equity in the ER&R Fund to the General Fund. The current equity balance is estimated to be $799,000 more than necessary to adequately provide for scheduled equipment replacements in the General Fund accounts. As a part of these refunds we are not proposing to make any changes to the Sheriff's Department equity balances. This excess equity balance would be used to assist in purchasing the LaBounty Road property for the future jail and Sheriff's department facilities.
To correct a recently discovered accounting transaction in the ER&R Fund and reimburse the ER&R Fund in the amount of $146,707 for petroleum tank removal costs. This tank removal occurred many years ago in the parking lot south of the Courthouse. This transaction corrects the accounting to make the ER&R Fund whole.

**ROAD FUND**

- The Road Fund will be used to purchase the Civic Center building. The Public Works Department currently leases space in the Civic Center building. I propose the Road Fund acquire the Civic Center building, property and renovate the 2nd and 4th floors of the building to consolidate Public Works operations. A formal appraisal has shown a value of $3.7 million for the building and property. The purchase price will be returned to the General Fund for use in acquiring other properties as outlined in the above objectives. We are requesting a $2.5 million project budget from the Road Fund to complete the renovations necessary for the effective long term use of the building.

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**TITLE OF DOCUMENT:**
2014-2015 Elected Officials Salary Resolution

**ATTACHMENTS:**
2014-2015 Elected Officials Salary Resolution

**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 changes to Elected Officials Salary Resolution for 2014-2015 to reflect salary placements established by the Whatcom County Commission on Salaries for Elected Officials.

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<th>Agenda Date</th>
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**SEPA review required?** ( ) Yes ( X ) NO

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

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

**Requested Date:**
RESOLUTION NO. 2013 - ______

A RESOLUTION IN THE MATTER OF IDENTIFYING 2014 AND 2015 SALARIES AND BENEFITS FOR EXECUTIVE BRANCH ELECTED OFFICIALS

WHEREAS, it is necessary to provide a reference for salaries and benefits for Executive Branch Elected Officials; and,

WHEREAS, the Whatcom County Council hereby adopts the following salary placements as established by the Whatcom County Commission on Salaries for Elected Officials starting January 2014; and,

WHEREAS, it is nonetheless understood that state law may override certain stipulations set forth herein;

NOW, THEREFORE, BE IT RESOLVED, that the Council intends that the Administration should pay and provide benefits to Executive Branch Elected Officials as set forth in this Resolution; and

AND FURTHER, THEREFORE, BE IT RESOLVED,

1.0 Salaries for Elected Officials. Executive Branch Elected Officials shall receive the salary placements listed below for 2014 and 2015 as established by the Whatcom County Commission on Salaries for Elected Officials. Council Members shall be compensated per the appropriate, separate Resolution.

<table>
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<tr>
<th>Position</th>
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<tr>
<td>Treasurer</td>
<td>$8,239.25</td>
<td>$8,248.75</td>
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</tbody>
</table>
2.0 **Retirement Health Savings Plan.** For Executive Branch Elected Officials (County Executive, Prosecuting Attorney, Sheriff, Assessor, Auditor, and Treasurer) who were on the County payroll as of September 14, 2008, 5% of base salary provided will be mandatorily paid by the County to his or her Retirement Health Savings (RHS) account with the remaining 95% of base salary paid through payroll.

3.0 **Benefits.** Elected Officials who meet eligibility criteria will be eligible for Health & Welfare Benefits as outlined in the Unrepresented Resolution for the applicable year.

4.0 **Effective Date.** All changes in Executive Branch Elected Officials salaries under this resolution shall become effective January 1, 2014 or January 1, 2015 as noted herein and shall remain in effect until rescinded or amended by the Whatcom County Commission on Salaries for Elected Officials. Changes to items other than salary can be made as approved by the County Council.

**AND FURTHER,THEREFORE, BE IT RESOLVED,** that Resolutions No. 2008-078 and 2010-054 are hereby rescinded effective January 1, 2014, and this Resolution shall become effective that same date;

**APPROVED** this 12th day of November, 2013.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Kathy Kershner, Chair

APPROVED as to form:

Daniel L. Jessen, Chief Civil Deputy Prosecuting Attorney
# 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: Paula Cooper</td>
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<td>11/12/13</td>
<td>Finance, Council acting</td>
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<td>Division Head: Chris Bueske</td>
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<td>as the</td>
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<td>Dept. Head: Frank Abart</td>
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<td>WCFCZDBS</td>
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<td>Prosecutor: Daniel Gibson</td>
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<tr>
<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
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<td>11/4/13</td>
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</tbody>
</table>

## TITILE OF DOCUMENT:

Contract for Services Agreement with LandC, etc., LLC

## ATTACHMENTS:

- Cover 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.)

The proposed Contract for Services Agreement with LandC, etc., LLC is to provide hydraulic modeling services and assistance to River and Flood staff in revising and running the hydraulic model developed for the Lower Nooksack River to evaluate alternative flood hazard management projects. This agreement is one of two on-call modeling assistance agreements and will be used to support the System-wide Improvement Framework being developed for the Nooksack River levee system and evaluate projects identified in the Comprehensive Flood Hazard Management Plan.

## 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 for the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Frank Abart, Public Works Director

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

RE: On-Call Hydraulic Modeling Assistance
    Contract for Services Agreement with LandC, etc., LLC

DATE: October 21, 2013

Enclosed are two (2) originals of a Contract for Services Agreement between Whatcom County Flood Control Zone District (WCFCZD) and LandC, etc., LLC for your review and signature.

- Background and Purpose
  The WCFCZD has developed a detailed hydraulic model for the Lower Nooksack River from Deming to Bellingham Bay, in accordance with the implementation strategy in the County's adopted Comprehensive Flood Hazard Management Program (CFHMP). This agreement is one of two on-call agreements being proposed to fulfill the anticipated hydraulic modeling needs to support the development of the System-wide Improvement Framework (SWIF) and implementation of the Lower Nooksack River Comprehensive Flood Hazard Management Plan (CFHMP).

  Two consultants with staff trained in FEQ have been selected for on-call hydraulic modeling assistance. The consultants were selected in accordance with County purchasing requirements utilizing RFQ 13-01 for Professional Architect, Engineering, and Other Consulting Services and will provide the following assistance:
  - Working with staff to revise the FEQ model to reflect alternative flood control strategies
  - "De-bugging" and running the model after revisions are made
  - Reviewing model results and evaluating the effectiveness of proposed flood control strategies
  - Hydraulic design of selected flood hazard reduction projects

- Funding Amount and Source
  The contract amount is for up to $50,000 for work performed through May 2015. The contract will be funded using WCFCZD funds. Work performed to support the SWIF will be reimbursed with grant funding from the Puget Sound Partnership. The WCFCZD has adequate budget authority for this expenditure.

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

Encl.
### Whatcom County Contract Information Sheet

**Originating Department:** Public Works  
**Contractor's / Agency Name:** LandC, etc., LLC  
**Contractor's / Grant Administrator:** Paula Cooper

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
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<tbody>
<tr>
<td>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes <em>X</em> No ____</td>
</tr>
<tr>
<td>Yes <em>X</em> No ____ If Amendment or Renewal, Original Contract # __________</td>
<td></td>
</tr>
<tr>
<td>Does contract require Council Approval? Yes ____ No ____</td>
<td></td>
</tr>
<tr>
<td>Is this a grant agreement? Yes ___ No <em>X</em> If yes, grantor agency contract number(s) __________ CFDA # __________</td>
<td></td>
</tr>
<tr>
<td>Is this contract grant funded? Yes <em>X</em> No ____ If yes, associated Whatcom County grant contract number(s) ____ N/A</td>
<td></td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process? Contract</td>
<td></td>
</tr>
<tr>
<td>Yes <em>X</em> No ____ If yes, RFP and Bid number(s) __________ Cost Center: ___________</td>
<td></td>
</tr>
</tbody>
</table>

**If yes, indicate exclusion(s) below:**
- [x] Professional services agreement for certified/licensed professional
- [ ] Contract work is for less than 120 days
- [ ] Contract less than $100,000.
- [ ] Contract for Commercial off the shelf items (COTS)
- [ ] Contract work is all performed outside U.S.
- [ ] Work related subcontract less than $25,000.
- [ ] Interlocal Agreement (between Gov't's)  
- [ ] Public Works - Local Agency/Federally Funded FHWA

**Contract Amount:** (sum of original contract amount and any prior amendments)  
$50,000

**This Amendment Amount:** $50,000

**Total Amended Amount:** $50,000

**Summary of Scope:** The proposed Contract for Services Agreement with LandC, etc., LLC is to provide hydraulic modeling services and assistance to River and Flood staff in revising and running the hydraulic model developed for the Lower Nooksack River to evaluate alternative flood hazard management projects. This agreement is one of two on-call modeling assistance agreements and will be used to support the System-wide Improvement Framework being developed for the Nooksack River levee system and evaluate projects identified in the Comprehensive Flood Hazard Management Plan.

**Term of Contract:** Not to exceed  
**Expiration Date:** May 31, 2015

**Contract Routing Steps & Signoff:**  
1. Prepared by: Ben Floyd Date 10/21/2013 [electronic]  
2. Attorney reviewed: Daniel L. Gibson Date 10/22/13 [electronic]  
3. AS Finance reviewed: bennett BA Date 10/23/13 __________ [electronic]  
4. IT reviewed if IT related Date __________ [electronic]  
5. Corrections made: __________ Date __________ [electronic] hard copy printed  
6. Attorney signoff: Daniel L. Gibson Date 10/22/13 __________ [electronic]  
7. Contractor signed: __________ Date 10/23/13 __________  
8. Submitted to Exec Office Date 10/23/13 [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 __________

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CONTRACT FOR SERVICES
BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT and
LANDC, ETC., LLC for
ON-CALL HYDRAULIC MODELLING ASSISTANCE

LandC, etc., LLC , 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 9.
Exhibit B (Compensation), pp. 10 to 10.
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the ___ day of ___ , 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the ___ day of ___ , 2015.

The general purpose or objective of this Agreement is to: provide on-call FEQ hydraulic modeling assistance, 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 $50,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ___ , 2013.

CONTRACTOR:

LandC, etc., LLC
Hsueh-Ju Chang, Owner

STATE OF WASHINGTON
COUNTY OF ___ ss.

On this ___ day of ___ , 2013, before me personally appeared Hsueh-Ju Chang to me known to be the ___ of ___ (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereon.

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

AIMIE MEAD
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 08-12-17
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:

Frank Abart, Public Works Director Date

Approved as to form:

Daniel L. Gibson 10/29/13
Daniel L. Gibson, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

By: ________________________________
Jack Louws, Whatcom County Executive for the Whatcom County Flood Control Zone District Board of Supervisors

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this _____ day of __________, 2013, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

CONTRACTOR INFORMATION:

LandC etc., LLC
(Type in Name of Contractor/Firm)

Hsueh-Ju Chang, Owner
(Type in Name & Title of Signatory Authorized by Firm Bylaws, if applicable)

Address:
18614 144th Avenue NE
Woodinville, WA 98072

Mailing Address:
18614 144th Avenue NE
Woodinville, WA 98072

Contact Name: Hsueh-Ju Chang

Contact Phone: (425) 286-6868

Contact FAX: (425) 286-6868

Contact Email: landc etc@yahoo.com

Contract for Services with LandC, etc., LLC
On-Call FEQ modeling assistance
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

11.2 Termination for Reduction in Funding: Not Applicable

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."

Contract for Services with LandC, etc., LLC
On-Call FEC modeling assistance

v 1.0
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: Not Applicable

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

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

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

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

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

34.2 Industrial Insurance Waiver: Not Applicable

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 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: Not Applicable

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 agrees, 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:

Paula Cooper, River and Flood Manager, 322 N. Commercial Street, 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: 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 hereeto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A"
(SCOPE OF WORK)

During the term of this Agreement, the County may call upon the Contractor to perform specific professional services related to hydraulic modeling as needed. Anticipated services will likely include:

- Working with staff to revise the FEQ model to reflect alternative flood control strategies
- “De-bugging” and running the model after revisions are made
- Reviewing model results and evaluating the effectiveness of proposed flood control strategies
- Hydraulic design of selected flood hazard reduction projects

In each instance, a separate task order document will be prepared, each being separately subject to the terms and conditions of this Agreement. Said document will define (1) Specific Scope of Services to be performed, (2) Proposed schedule of services, and (3) Estimated Cost of Services (budget) pursuant to the rate schedule in Exhibit B. Each task order will be mutually agreed upon by the County and the Contractor, subject to the terms and conditions within the Agreement, and will be executed by an authorized representative of each party.

A portion of the work may be subcontracted out to Delbert D. Franz.
EXHIBIT "B"
(COMPENSATION)

2013 Hourly Rates

<table>
<thead>
<tr>
<th>Name</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hsueh-Ju Chang</td>
<td>$125</td>
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</tbody>
</table>

Notes:
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 above. These rates may be adjusted with the County’s approval annually. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed as described here:

- Mileage will be reimbursed at IRS rate
- Lodging and per diem reimbursement will be at a rate not to exceed the GSA rate for location services are provided
- Reimbursement for air travel will be at coach rates
- Subconsultants will be reimbursed at cost plus 5%
- Other expenditures such as outside printing and postage shall be reimbursed at actual cost
- In house computer usage and domestic and long distance telephone charges shall be at no cost.

Contractor will invoice monthly. Invoices will include hours worked by employee by task, during the billing period. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the contract amount as stated on the cover sheet of this contract.

*Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the Contractor’s expense*
**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>Originator:</td>
<td></td>
<td>10-28-13</td>
<td></td>
<td>11/12/13</td>
<td>Finance, Council acting as WCPCZDBS</td>
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<tr>
<td>Chris Bruceke</td>
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<td>Dept. Head:</td>
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<td>10-31/13</td>
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<tr>
<td>Daniel Gibson</td>
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<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>11-11/13</td>
<td></td>
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<tr>
<td>Executive:</td>
<td>8/3/192</td>
<td>11-4-13</td>
<td></td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Contract for Services Agreement with Watershed Science & Engineering

**ATTACHMENTS:**

- Cover memo

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

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

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

**Requested Date:**

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

*The proposed Contract for Services with Watershed Science & Engineering is to provide hydraulic modeling services and assistance to River and Flood staff in revising and running the hydraulic model developed for the Lower Nooksack River to evaluate alternative flood hazard management projects. This agreement is one of two on-call modeling assistance agreements and will be used to support the System-wide Improvement Framework being developed for the Nooksack River levee system and evaluate projects identified in the Comprehensive Flood Hazard Management Plan.*

**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 for the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Frank Abart, Public Works Director

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

RE: On-Call Hydraulic Modeling Assistance
    Contract for Services with Watershed Science & Engineering

DATE: October 21, 2013

Enclosed are two (2) originals of a Contract for Services between Whatcom County Flood Control Zone District (WCFCZD) and Watershed Science & Engineering for your review and signature.

- Background and Purpose
  The WCFCZD has developed a detailed hydraulic model for the Lower Nooksack River from Deming to Bellingham Bay, in accordance with the implementation strategy in the County's adopted Comprehensive Flood Hazard Management Program (CFHMP). This agreement is one of two on-call agreements being proposed to fulfill the anticipated hydraulic modeling needs to support the development of the System-wide Improvement Framework (SWIF) and implementation of the Lower Nooksack River Comprehensive Flood Hazard Management Plan (CFHMP).

  Two consultants with staff trained in FEQ have been selected for on-call hydraulic modeling assistance. The consultants were selected in accordance with County purchasing requirements utilizing RFQ 13-01 for Professional Architect, Engineering, and Other Consulting Services and will provide the following assistance:

  - Working with staff to revise the FEQ model to reflect alternative flood control strategies
  - "De-bugging" and running the model after revisions are made
  - Reviewing model results and evaluating the effectiveness of proposed flood control strategies
  - Hydraulic design of selected flood hazard reduction projects

- Funding Amount and Source
  The contract amount is for $50,000 for work to be performed through May 2015. The contract will be funded using WCFCZD funds. Work performed to support the SWIF will be reimbursed with grant funding from the Puget Sound Partnership. The WCFCZD has adequate budget authority for this expenditure.

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

Encl.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

Originating Department: Public Works
Contract or Grant Administrator: Paula Cooper
Contractor's / Agency Name: Watershed Science & Engineering

Is this a New Contract? Yes ☒ No ___
Is this a grant agreement? Yes No ☒
Is this contract grant funded? Yes No ☒
Is this contract the result of a RFP or Bid process? Yes ☒ No ___

If yes, indicate exclusion(s) below:
☒ Professional services agreement for certified/licensed professional
☐ Contract work is for less than 126 days
☒ Contract less than $100,000.
☐ Contract for Commercial off the shelf items (COTS)
☐ Contract work is all performed outside U.S.
☐ Work related subcontract less than $25,000.
☐ Interlocal Agreement (between Gov't's)
☐ Public Works - Local Agency/Federally Funded FHWA

Contract Amount: $50,000
Pct. of original contract amount and any prior amendments

This Amendment Amount: $50,000

Total Amended Amount: $50,000

Is this agreement excluded from E-Verify? Yes ☒ No ___
If no, include Attachment D Contractor Declaration form.

Summary of Scope: The proposed Contract for Services with Watershed Science & Engineering is to provide hydraulic modeling services and assistance to River and Flood staff in revising and running the hydraulic model developed for the Lower Nooksack River to evaluate alternative flood hazard management projects. This agreement is one of two on-call modeling assistance agreements and will be used to support the System-wide Improvement Framework being developed for the Nooksack River levee system and evaluate projects identified in the Comprehensive Flood Hazard Management Plan.

Term of Contract: Not to exceed
Expiration Date: May 31, 2015

Contract Routing Steps & Signoff: [sign or initial][indicate date transmitted]
1. Prepared by: Ben Floyd Date 10/21/2013 [electronic]
2. Attorney reviewed: Daniel L. Gibson Date 10/23/13 [electronic]
3. AS Finance reviewed: bbennett Date 10/23/13 [electronic]
4. IT reviewed if IT related
5. Corrections made:
6. Attorney signoff: Daniel L. Gibson Date 10/23/13
7. Contractor signed:
8. Submitted to Exec Office Date 10/23/13 [summary via electronic; hardcopies]
9. Council approved (if necessary)
10. Executive signed:
11. Contractor Original Returned to dept:
12. County Original to Council
Watershed Science & Engineering, 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 9.
- Exhibit B (Compensation), pp. 10 to 10.
- Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 18th day of November 2013, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of May 2015.

The general purpose or objective of this Agreement is to: provide on-call FEQ hydraulic modeling assistance, 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 $50,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _________________, 2013.

CONTRACTOR:

Watershed Science & Engineering

Jeff Johnson, President

STATE OF WASHINGTON

COUNTY OF x

On this __ day of _________________, 2013, before me personally appeared Jeffrey Johnson to me known to be the President (title) of Watershed Science & Engineering (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

________________________________________

NOTARY PUBLIC in and for the State of Washington, residing at________________________. My commission expires _____________.
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:

Frank Abart, Public Works Director
Date

Approved as to form:

Daniel L. Gibson
10/24/13
Daniel L. Gibson, Prosecuting Attorney
Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

By: ____________________________
Jack Louws, Whatcom County Executive for the Whatcom County Flood Control Zone District Board of Supervisors

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:

Watershed Science & Engineering
(Type in Name of Contractor/Firm)

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

Address:
110 Prefontaine Pl S, Suite 508
Seattle, WA 98104

Mailing Address:
110 Prefontaine Pl S, Suite 508
Seattle, WA 98104

Contact Name: Bob Elliot
Contact Phone: (360) 521-3000
Contact FAX: N/A
Contact Email: bob@watershedse.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:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insololvency 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 reasonable extra expenses incurred by the County in completing the work, including all reasonable 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: Not Applicable

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 feeschedule 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 damage 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 unsafe, 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: Not Applicable

30.3 No Guarantee of Employment:

Contract for Services with Watershed Science & Engineering
On-Call FEQ modeling assistance

Page 4

v 1.0

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The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

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

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

31.3 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.

31.4 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.

31.5 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.

31.6 Industrial Insurance Waiver: Not Applicable

31.7 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: Not Applicable

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 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:

Paula Cooper, River and Flood Manager, 322 N. Commercial Street, 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

Contract for Services with Watershed Science & Engineering
On-Call FEQ modeling assistance
38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of 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.

43.1 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)

During the term of this Agreement, the County may call upon the Contractor to perform specific professional services related to hydraulic modeling as needed. Anticipated services will likely include:

- Working with staff to revise the FEQ model to reflect alternative flood control strategies
- "De-bugging" and running the model after revisions are made
- Reviewing model results and evaluating the effectiveness of proposed flood control strategies
- Hydraulic design of selected flood hazard reduction projects

In each instance, a separate task order document will be prepared, each being separately subject to the terms and conditions of this Agreement. Said document will define (1) Specific Scope of Services to be performed, (2) Proposed schedule of services, and (3) Estimated Cost of Services (budget) pursuant to the rate schedule in Exhibit B. Each task order will be mutually agreed upon by the County and the Contractor, subject to the terms and conditions within the Agreement, and will be executed by an authorized representative of each party.

A portion of the work may be subcontracted out to Delbert D. Franz.
EXHIBIT "B"
(COMПENSATION)

ACTUALS NOT TO EXCEED TABLE (ANTE)
On-Call Hydraulic Modeling Assistance

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Direct Labor</th>
<th>Overhead @ 166.66%</th>
<th>Fixed Fee @ 30%</th>
<th>All Inclusive</th>
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<tr>
<td></td>
<td>Low</td>
<td>NTE</td>
<td>Low</td>
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<tr>
<td>Senior Professional</td>
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<td>$73.46</td>
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<td>$67.48</td>
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<tr>
<td>Technician/Drafter</td>
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<td>$28.94</td>
<td>$41.64</td>
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<tr>
<td>Word Processor/Secretary</td>
<td>$25.00</td>
<td>$28.94</td>
<td>$41.64</td>
<td>$48.20</td>
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</tbody>
</table>

Notes:
As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the Contractor based on direct hours worked on the project. The Contractor’s employees’ actual hourly wages, and shall be consistent with the above table. Invoiced labor rates may be less than the Low rate shown per job classification, but may not exceed the NTE rate. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed as described here:
- Mileage will be reimbursed at IRS rate
- Lodging and per diem reimbursement will be at a rate not to exceed the GSA rate for location services are provided
- Reimbursement for air travel will be at coach rates
- Subconsultants will be reimbursed at cost plus 5%
- Other expenditures such as outside printing and postage shall be reimbursed at actual cost
- In house computer usage and domestic and long distance telephone charges shall be at no cost.

Contractor will invoice monthly. Invoices will include hours worked by employee by task, during the billing period and actual hourly wages and billing rates for employees. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the contract amount stated on the cover sheet of this contract.

Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the Contractor’s expense.
**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>
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<tbody>
<tr>
<td>Originator: Paula Cooper</td>
<td>☑️</td>
<td>10-30-13</td>
<td></td>
<td>11/12/13</td>
<td>Finance, Council acting as WCFCZDBDS</td>
</tr>
<tr>
<td>Division Head: Chris Neske</td>
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<td>10/30/13</td>
<td></td>
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<tr>
<td>Dept. Head: Frank Abart</td>
<td></td>
<td>10/30/13</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor: Daniel Gibson</td>
<td>☑️</td>
<td>10/31/13</td>
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<td></td>
<td></td>
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<tr>
<td>Purchasing/Budget: bb</td>
<td></td>
<td>10/29/13</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Executive: AS/82</td>
<td>☑️</td>
<td>11-4-13</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Joint Funding Agreement with United States Geological Survey

**ATTACHMENTS:**

Cover memo

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

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

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

The annual Joint Funding Agreement with the USGS funds the ongoing operation and maintenance of the County's six stream gages within the Nooksack River early flood warning system, a stream gage at the Nooksack River Everson Overflow, and a stream gage on Jones Creek in Acme, WA for early flood warning and flood response.

**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 for the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Frank Abart, Public Works Director

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

RE: Joint Funding Agreement with United States Geological Survey

DATE: October 28, 2013

Enclosed are two (2) originals of a Joint Funding Agreement between the Whatcom County Flood Control Zone District (FCZD) and the United States Geological Survey (USGS) for your review and signature.

- **Background and Purpose**
  The FCZD has worked cooperatively with the USGS for a number of years to collect stream gaging data on a real-time basis for early flood warning and flood response. Financing of this program is provided on a cost-share basis through the USGS Cooperative Program. This Joint Funding Agreement covers the six early warning gages on the Nooksack River and its upper forks, the Jones Creek gage and the Everson overflow gage at Main Street. The Jones Creek gaging station was installed in 2009 to provide advance warning for the Acme Fire District (AFD) in responding to a debris flow event on Jones Creek. The Everson Overflow gaging station was installed in 2012 at in cooperation with the City of Abbotsford to help anticipate and plan for overflows at Everson during large flood events.

- **Funding Amount and Source**
  The proposed Joint Funding Agreement is for a total amount of $85,620, of which $14,472 will be funded by the USGS. The FCZD fund will provide $65,028, the Acme/VanZandt Subzone will provide $2,340, and the City of Abbotsford reimburse $3,780 in accordance with the existing Interlocal Agreement for the Everson Overflow gaging station.

Similar to last year, a portion of the USGS contribution is through their National Streamflow Information Program, which is not reflected in the Joint Funding Agreement (other than in Attachment A) as the agreement is only for Cooperative Water Program funding.

- **Differences from Previous Contract**
  This year’s Joint Funding Agreement combines the annual O&M costs for the early flood warning, Everson Overflow, and Jones Creek gaging stations into one agreement. This year's costs are approximately 2% higher than the cost of similar services provided last year.

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

Encl.
**WHATCOM COUNTY CONTRACT**  
**INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Paula Cooper</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>United States Geological Survey</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 Amendment or Renewal, Original Contract #  
Does contract require Council Approval?  
Yes ___ No ___

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)  
N/A

Is this contract the result of a RFP or Bid process?  
Contract  
Yes ___ No ___  
If yes, RFP and Bid number(s)  
Cost Center: 169110 and 169230

Is this agreement excluded from E-Verify? No ___ Yes ___  
If no, include Attachment D Contractor Declaration form.

If yes, indicate exclusion(s) below:  
☐ Professional services agreement for certified/licensed professional  
☐ Contract work is for less than 120 days  
☒ Contract less than $100,000.  
☐ Contract for Commercial off the shelf items (COTS)  
☐ Contract work is all performed outside U.S.  
☐ Work related subcontract less than $25,000.  
☒ Interlocal Agreement (between Gov’t’s)  
☐ Public Works - Local Agency/Federally Funded FHWA

Contract Amount:(sum of original contract amount and any prior amendments)  
$ 85,620

This Amendment Amount:  

$ 85,620

Total Amended Amount:  

$ 85,620

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

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.

Summary of Scope:  
The annual Joint Funding Agreement with the USGS funds the ongoing operation and maintenance of the County’s six stream gages within the Nooksack River early flood warning system, a stream gage at the Nooksack River Everson Overflow, and a stream gage on Jones Creek in Acme, WA for early flood warning and flood response.

Term of Contract: Fixed Amount  
Expiration Date: September 30, 2014

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]  
1. Prepared by: Ben Floyd  
Date 10/28/2013 [electronic]  
2. Attorney reviewed: Daniel L. Gibson  
Date 10/29/13 [electronic]  
3. AS Finance reviewed: bennett  
Date 10/29/13 [electronic]  
4. IT reviewed if IT related  
Date __________ [electronic]  
5. Corrections made:  
Date __________ [electronic]  
6. Attorney signoff: Daniel L. Gibson  
Date 10/29/13 10/31/13  
7. Contractor signed: Agency:  
Date 9/2/17  
8. Submitted to Exec Office  
Date 11/1/13 [summary via electronic; hardcopies]  
9. Council approved (if necessary)  
Date  
10. Executive signed:  
Date  
11. Contractor Original Returned to dept:  
Date  
12. County Original to Council  
Date
Form 9-1366 (Oct. 2005)  
U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  

Customer #: 600000721 FY14-A  
Agreement #: 14WNWA04200  
Project #: 97229EU  
TIN #: 916001383  
Fixed Cost Agreement [ ] Yes [x] No  

FOR WATER RESOURCES INVESTIGATIONS  

THIS AGREEMENT is entered into as of the 1ST day of OCTOBER 2013, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and Whatcom County Flood Control Zone District, party of the second part.  

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a fixed-price agreement for the continued operation and maintenance of the Whatcom County-USGS Early Flood Warning stream gaging network, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50a.  

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $ N/A.  

   by the party of the first part during the period  
   (a) $6,006  
   October 1, 2013 to September 30, 2014  

   by the party of the second part during the period  
   (b) $71,148  
   October 1, 2013 to September 30, 2014  

   (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.  

   (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.  

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.  

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.  

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.  

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.  

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.  

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published
by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Down Payment (Bill) Request (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

Name of Customer
Whatcom County Flood Control Zone District

USGS Point of Contact

Name: Darrin Miller
Address: USGS WAWSC – Field Office
910 State Route 20
Sedro Woolley, WA 98284
Telephone: 360-854-2564
Email: damiller@usgs.gov

Customer Point of Contact

Name: Ben Floyd
Address: Whatcom County Public Works
302 N. Commercial St., Suite 120
Bellingham, WA 98225
Telephone: (360) 676-6876 x50628
Email: b.floyd@co.whatcom.wa.us

Signatures

By Cynthia Barton, Ph.D., L.G., L.H.G.
Center Director, USGS Washington Water Science Center
Date 9-24-13

Signatures

By See attached
Date

Name: Cynthia Barton, Ph.D., L.G., L.H.G.
Center Director, USGS Washington Water Science Center
Title:

Name:
Title:

6000000721/14WNWAO4200/FY14-A
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:

Frank Abart, Public Works Director Date

Approved as to form:

Daniel L. Gibson 10/31/13
Daniel L. Gibson, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

By: ____________________________
    Jack Louws, Whatcom County Executive for the Whatcom County Flood Control Zone District Board of Supervisors

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

________________________.
<table>
<thead>
<tr>
<th>USGS Station No.</th>
<th>Station Name</th>
<th>USGS National Streamflow Program (NSIP)</th>
<th>USGS Cooperative Water Program (CWP)</th>
<th>Discount</th>
<th>Total</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>12205000</td>
<td>North Fork Nooksack River below Cascade Creek near Glacier</td>
<td>$12,194</td>
<td>$6,006</td>
<td>$1,230</td>
<td>$19,430</td>
<td>Streamflow discharge with priority real-time data transmission</td>
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<tr>
<td>12208000</td>
<td>Middle Fork Nooksack River near Deming</td>
<td>$3,700</td>
<td></td>
<td></td>
<td>$3,700</td>
<td>This represents 19% of the cost of the streamflow discharge gage with priority real-time data transmission; the remainder is funded by the City of Bellingham.</td>
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<tr>
<td>12210000</td>
<td>South Fork Nooksack River at Saxon Bridge</td>
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<td>$7,236</td>
<td></td>
<td>$19,430</td>
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<td>12210220</td>
<td>Jones Creek at Acme, WA</td>
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<td>Stage (unpublished), 6 months Precipitation (unpublished), 6 months</td>
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<td>12210700</td>
<td>Nooksack River at North Cedarville</td>
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<td>$11,570</td>
<td>Streamflow discharge with priority real-time data transmission</td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Precipitation and air temperature (unpublished)</td>
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<td>12211195</td>
<td>Nooksack River Overflow at Highway $44 at Everson</td>
<td>$3,780</td>
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<td>$3,780</td>
<td>Stage (unpublished) with real-time data transmission (6 months)</td>
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<td>$3,270</td>
<td>Stage (unpublished) with priority real-time data transmission (6.5 months) Stage discharge rating</td>
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<td>Nooksack River at Ferndale</td>
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<td>$16,600</td>
<td>Streamflow discharge with priority real-time data transmission</td>
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<td><strong>TOTAL</strong></td>
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<td>$71,148</td>
<td>$7,236</td>
<td>$6,006</td>
<td>$1,230</td>
<td>$85,620</td>
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The discount is a percentage of the USGS Cooperative Water Program funds applied to this gage. It results from a change in USGS administrative procedures and does not affect the percentage of the cooperator contribution to the gage cost.
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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<tr>
<td>Originator:</td>
<td>Pj</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>10/18/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>10/22/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>11/4/13</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Amendment to contract between Whatcom County and Opportunity Council Whatcom Homeless Service Center Housing and Essential Needs

**ATTACHMENTS:**

- Contract Info Sheet
- Memo to Executive
- 2 Originals of Contract Amendment

**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 Housing and Essential Needs program is a program of the Washington Department of Commerce to provide rental assistance, utility assistance and essential needs for Medical Care Services recipients whose eligibility is determined by the Department of Social and Health Services (DSHS). Commerce provides funding to each county for these services. This is a contract with Opportunity Council/Whatcom Homeless Service Center (WHSC) to administer this program in Whatcom County. This amendment is passing through additional funds received by the County from Commerce. Since program inception in 2011, this program has provided assistance to 418 Whatcom County households.

**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: Opportunity Council, Whatcom Homeless Service Center Housing and Essential Needs, Amendment #4

DATE: October 17, 2013

Enclosed are two (2) originals of a contract amendment between Whatcom County and Opportunity Council for your review and signature.

▪ Background and Purpose
The Housing and Essential Needs program is a program of the Washington Department of Commerce to provide rental assistance, utility assistance and essential needs for Medical Care Services recipients whose eligibility is determined by the Department of Social and Health Services (DSHS). Commerce provides funding to each county for these services. This is a contract with Opportunity Council/Whatcom Homeless Service Center (WHSC) to administer this program in Whatcom County. This amendment is passing through additional funds received by the County from Commerce. Since program inception in 2011, this program has provided assistance to 418 Whatcom County households.

▪ Funding Amount and Source
The source of funding for this contract amendment, in an amount not to exceed $622,207 for the period of July 1, 2013 to December 31, 2013 is the Department of Commerce Housing and Essential Needs Grant ($546,209) and the local Behavioral Health Fund ($75,998). This amendment requires Council approval because the increase in funding exceeds 10%.

▪ Differences from Previous Contract
This amendment adds $116,772 in funding for rent and utility assistance and program operation. These funds are a result of a recent grant amendment from Washington Department of Commerce HEN program.

Please contact Gail de Hoog at extension 30693 if you have any questions regarding this amendment.

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>Gail de Hoog</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Opportunity Council</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): 20110007-3

Is this a grant agreement? Yes X No __
If yes, grantor agency contract number(s) _________________
CFDA number __N/A State Grant _________________

Is this contract grant funded? Yes __ No X __
If yes, associated Whatcom County grant contract number(s) 201109020

Is this contract the result of a RFP or Bid process? Yes X No __
If yes, RFP and Bid number(s) _________________
Cost Center: 122600/124100

Is this contract excluded from E-Verify? Yes __ No X __
If no, include Attachment D Contractor Declaration Form

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

Contract Amount: (sum of orig contract amt and any prior amendments)
$ 2,095,029 _________________
This Amendment Amount:
$ 116,772 _________________
Total Amended Amount:
$ 2,211,801 _________________

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 will be responsible for programmatic and administrative services associated with the operation of the Housing and Essential Needs program, for distributing rental and utility assistance subsidies to eligible participants and to those no longer eligible for HEN and for case management activities to help participants find and maintain housing.

Term of Contract: 11/1/11 – 12/31/13
Expiration Date: 12/31/13

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]
1. Prepared by: PJ
   Date 6/25/13 [electronic]
2. Attorney reviewed: LGallery
   Date 7/10/13 [electronic]
3. AS Finance reviewed: mdc
   Date 7/10/13 [electronic]
4. IT reviewed if IT related
   Date 7/10/13 [electronic]
5. Corrections made:
   Date 7/15/13 [electronic] hard copy printed
6. Attorney signoff: LGallery
   Date 7/15/13 [electronic]
7. Contractor signed:
   Date 7/15/13 [electronic]
8. Submitted to Exec Office
   Date 7/15/13 [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
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

Whatcom County # 201110007

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

AND CONTRACTOR:  
Opportunity Council  
1111-Cornwall Avenue  
Bellingham, WA 98225

AMENDMENT NUMBER: 4

CONTRACT PERIODS:

Original: 11/01/2011 – 06/30/2013
Amendment #1 09/01/2012 – 06/30/2013
Amendment #2 01/01/2013 – 06/30/2013
Amendment #3 07/01/2013 – 12/31/2013
Amendment #4 07/01/2013 – 12/31/2013

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 “B”, Compensation by replacing it with the attached Exhibit “B” – Amendment #4.

2. The effective date of the amendment is July 1, 2013 regardless of the date signed.

3. Funding for this contract period (07/01/2013 – 12/31/2013) is not to exceed $622,207.

4. The funding for the total contract period (11/01/2011 – 12/31/2013) is not to exceed $2,221,801.
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, Human Services Manager  
Date

DEPARTMENT HEAD APPROVAL:  
Regina A. Delahunt, WCHD Director  
Date

APPROVAL AS TO FORM:  
Elizabeth L. Gallery, Civil Deputy Prosecutor  
Date

FOR THE CONTRACTOR:  
David W. First  
Contractor Signature  
EXECUTIVE DIRECTOR  
Print Name and Title  
Date

STATE OF WASHINGTON)  
COUNTY OF WHATCOM )

On this 15th day of October, 2013, before me personally appeared  
David W. First, to me known to be the  
Marcia Montazer,  
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:  
9/16/2015

FOR WHATCOM COUNTY:

Jack Louws  
County Executive  
Date

STATE OF WASHINGTON)  
COUNTY OF WHATCOM )

On this 15th day of October, 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:

HL_070114_Oppportunity_Council_HEN_Amendment_#4
EXHIBIT “B” – Amendment #4
COMPENSATION

I. Budget and Funding

The source of funding for this contract, in a total amount not to exceed $2,221,801 is from the Washington State Department of Commerce, Housing and Essential Needs Grant (HEN), and from the Chemical Dependency/Mental Health Program Fund.

The budget for this project is as follows:

<table>
<thead>
<tr>
<th>Contract Period #4</th>
<th>07/01/2013 – 12/31/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Funding and Line item activity</strong></td>
<td><strong>Invoice support needed</strong></td>
</tr>
<tr>
<td>Program Operations (32.0 FTE @ 34.03/hr.)</td>
<td>Documentation of hours worked and staff name.</td>
</tr>
<tr>
<td>Program Operations (.5 FTE @ 34.03/hr.)</td>
<td></td>
</tr>
<tr>
<td>Rent and Utility Assistance HEN</td>
<td>Requests for reimbursement of rental assistance expenditures and utility assistance must include a list of: • Unique identifier numbers for recipients of rental and utility assistance with their classification of “at-risk” or “homeless”, • The landlord or vendor to whom the rental assistance or utility payment was made, • Amount of assistance in each instance and documentation of payment • Requests for reimbursement of Rent and Utility Assistance Post HEN will include a list of unique identifier numbers and a printout from the DSHS system to support the individual’s ABD status.</td>
</tr>
<tr>
<td>Rent and Utility Assistance Post-HEN</td>
<td></td>
</tr>
<tr>
<td><strong>Direct costs total</strong></td>
<td></td>
</tr>
<tr>
<td>Program Admin. Rate</td>
<td>6.0%</td>
</tr>
<tr>
<td><strong>Contract Period #4 Total:</strong></td>
<td></td>
</tr>
</tbody>
</table>

In no instance shall the indirect rate/program administration line item exceed designated percentage of direct costs.

II. Invoicing

1. The Contractor shall submit itemized invoices up to two times per month in a format approved by the County. Invoices submitted for payment must include the documentation specified in “Invoice support needed” above.

2. End-of-year rental assistance payments will be invoiced and reimbursed based on the date of the rental assistance check issuance. For example, rental assistance payments issued in December 2010 but payable for January 2011 rents will be charged to the Contractor’s 2010 calendar year contract. If all funds budgeted for Contract Period #2 have not been invoiced by the end of that period, it may be possible to roll a portion of that balance into Contract Period #3 with the prior approval of the Whatcom County Health Department.

3.2.
4.3. The Contractor shall submit invoices to *(include contract #)*:

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

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

6.5. Invoices must include the following statement, with an authorized signature and dated:

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

7.6. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the Health Department for services performed or provided under this contract, and the Health Department shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
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>KSG</td>
<td>10/11/2013</td>
<td></td>
<td>11/12/2013</td>
<td>Finance/Council Consent Agenda</td>
</tr>
</tbody>
</table>

Division Head: KSG

Dept. Head: KSG

Prosecutor: dlg

Purchasing/Budget: BB

Executive: MLC

NO. 2013–362

RECEIVED
N ov 0 5 2013
WHATCOM COUNTY COUNCIL

TITLE OF DOCUMENT:
Contract for Services between Whatcom County and Healthcare Management Administrators, Inc. (HMA) for administration and claims processing for the self-insured medical program.

ATTACHMENTS:
1. Memorandum to Executive Louws

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.)

Following a Request for Proposal process, this Contract for Services continues a relationship between the County and Healthcare Management Administrators, Inc. (HMA) for medical plan claims processing and plan administration.

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 a contract for Services between Whatcom County and Healthcare Management Administrators, Inc. (HMA) for administration and claims processing for the self-insured medical program for your review and signature.

- **Background and Purpose**
The County has used HMA as plan administrator for the self-insured medical program since January 2004. After initial adjustments common to any provider transition, plan administration and customer service stabilized and the County has benefited from nearly ten years of reasonable administrative costs, a quality service team which works actively to resolve problems, and capacity to administer recent new plan options. As a subsidiary of Regence Blue Shield (RBS), HMA provides preferred access to the widest, most discounted provider network in our area. These provider discounts save the County at least $500,000 per year in claims costs.

- **Funding Amount and Source**
Each year, the County’s benefit consultant develops renewal pricing and approaches to assist the County in maintaining full family medical coverage within a contribution cap. For 2013 and 2014, the County budgeted $1,039.50 per employee per month for the self-insured medical program. This rate is collected from departments for each eligible employee.

- **Differences from Previous Contract**
All administrative provisions of the previous agreement with Healthcare Management Administrators are proposed to continue with a rate reduction for 2014 of 4.9% and modest increases for 2015 and 2016.

Please feel free to contact me at extension 50550, 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>Administrative Services (A.S.) – Human Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Karen Sterling Goens, A.S. Human Resource Manager</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Healthcare Management Administrators, 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** No _____
  - If Amendment or Renewal, Original Contract #
  - Does contract require Council Approval? **Yes** X No _____

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

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

**Is this contract the result of a RFP or Bid process?**
- **Yes** X No _____
  - If yes, RFP and Bid number(s) 2013-52 __________ Cost Center: 507340

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

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

**Contract Amount:**
- (sum of original contract amount and any prior amendments)
- All amount below are per employee per month
  - $24.30 in 2014
  - $25.05 in 2015
  - $25.80 in 2016

**This Amendment Amount:**
- $

**Total Amended Amount:**
- $

**Summary of Scope:** The Contractor will administer the County’s self-insured medical plan. Services will include medical/prescription claim administration, utilization and medical claims review, large case management, network discounts, COBRA, HIPAA, on-line benefit information, and qualified high deductible health plan administration.

**Term of Contract:** 3 years

**Expiration Date:** December 31, 2016

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

1. Prepared by: KSGoens
   - Date 09/24/2013 [electronic]
2. Attorney reviewed: Daniel L. Gibson
   - Date 09/28/13 [electronic]
3. AS Finance reviewed: 10/08 9/24/2013
   - Date 10/28/13 [electronic]
4. IT reviewed if IT related
   - Date [electronic]
5. Corrections made:
   - [electronic]
6. Attorney signoff: Daniel L. Gibson
   - Date 10/22/2013
   - Date 10/29/2013 [hard copy printed]
7. Contractor signed:
   - Date 10/30/2013
   - Summary via electronic; hardcopies]
8. Submitted to Exec Office
   - Date 10/30/2013
9. Council approved (if necessary)
   - Date
10. Executive signed:
    - Date
11. Contractor Original Returned to dept:
    - Date
12. County Original to Council:
    - Date
CONTRACT FOR SERVICES
Self-insured Medical Program Administration

Healthcare Management Administrators, 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 8,
Exhibit A (Scope of Work), pp. 9 to 11,
Exhibit B (Compensation), p. 12,
Exhibit C (Certificate of Insurance), p. 13,
Exhibit D (HIPAA Addendum), pp. 14 to 21.

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

The term of this Agreement shall commence on the 1st day of January, 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2016.

The general purpose or objective of this Agreement is to: provide administrative and claims processing services for the self-insured medical program, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed base claims processing rates of $24.30 per employee per month (PEPM) for 2014, $25.05 PEPM for 2015, and $25.80 PEPM for 2016. Other program fees are as outlined in Exhibit B. 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, 36.1, 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 Oct., 2013.

CONTRACTOR:

HEALTHCARE MANAGEMENT ADMINISTRATORS, INC.

[Signature]
Clay Ellis, Vice President of Operations

STATE OF WASHINGTON ss.
COUNTY OF KING ss.

On this 24 day of Oct., 2013, before me personally appeared Clay Ellis to me known to be the Vice President of Operations of Healthcare Management Administrators, Inc. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
SUSAN D. SMITH
NOTARY PUBLIC in and for the State of Washington, residing at Issaquah. My commission expires 9/19/2015.
WHATCOM COUNTY:
Recommended for Approval:

Karan S. Goens, HR Manager Date

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 ________, 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:

HEALTHCARE MANAGEMENT ADMINISTRATORS, INC. (HMA)

David L. Snodgrass, CLU, ChFC, Chief Executive Officer

Physical/Mailing Address:
220 120th Ave NE, Suite, D200
Bellevue, WA 98005

Contact Name: Erin Vassar, Account Manager

Contact Phone: (425) 289-5276 x5276
(800) 869-7093 x 5276 toll free

Contact FAX: (425) 462-1331

Contact Email: erin.vassar@accesssta.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:
The duration of this Agreement may be extended by mutual written consent of the parties for no longer than six years from the inception of the contract, i.e., not beyond December 31, 2019.

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: Not Applicable

11.3 Termination for Public Convenience: Not Applicable

11.4 Termination Notice:
Following the initial term, this agreement may be terminated by written notice to terminate given to the other party, to be effective as of the date certain set forth in the written notice, which shall not be less than one hundred eighty (180) days from the date of such notice.

11.5 Post Termination Duties:
Upon termination by either party, the Contractor, within thirty days after the date of receipt of notice of termination, shall prepare and deliver a complete and final accounting and report as of the date of termination of the financial status of the Plan to the County, together with all books and records in its possession and control pertaining to the administration of the Plan. All claim files, enrollment materials and other papers necessary for the claim payments under the Plan shall be available to the County upon the date of termination of this agreement. The Contractor, if requested, will process run-out claims (claims incurred prior to the date of termination) for a mutually agreed upon length of time for a one-time administrative rate of three times the amount of the inforce base administrative fee. The Contractor at the time of the final accounting shall deliver any funds of the Plan in its possession or control to the County on its order.

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 the number of employees enrolled in the plan during any given month, as measured by the enrollment at the first day of the month.

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., Medicara). 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 Occurrence 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 of 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 determinator 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 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/or 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.

The Contractor will defend, indemnify, and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.
30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

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

31.1 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.

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: Not Applicable

32.1 Confidentiality:
The Contractor, its employees, its 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 disclosures 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. Since April 14, 2004, provisions related to HIPAA privacy have been outlined in a Business Associate Agreement, of the same general form as Exhibit "D" herein

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 or electronic records inspection by County agents or employees, consultants to the program, the state auditor, the state risk manager, or their designees, 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 a period of twenty years (20) years from the date of application for benefits under this Agreement, 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.

The County hereby represents and warrants that, to the extent any disclosed information contains Protected Health Information (as defined by the Standards for Privately Identifiable Health Information promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); about a Plan Participant, the County has the legal authority to have access to such information. The County shall give Contractor 60 days' prior written notice of its intent to perform such an audit and of its need for such information as reasonably necessary for the administration of the Plan. All audits and information disclosure shall occur at a reasonable time and place and at the County's sole cost and expense. Prior to commencement of any audit, all Auditors will be required to sign an HMA Auditor Agreement.

34.1 Proof of insurance:
The Contractor shall carry for the duration of this Agreement insurance with the following minimums:
Managed Care Errors & Omission Liability: $1,000,000.00 per occurrence

A Certificate of insurance that also identifies the County as an additional insured is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation against the County. The County Insurance shall be noncontributory.
34.2 Industrial Insurance Waiver: Not Applicable

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, or based upon fraudulent, criminal or willful acts of misconduct or its reckless or gross negligent acts or omissions in the performance of its duties, 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. The County shall hold the Contractor harmless from and indemnify it against any claims and all costs and expense or fees incurred in the connection therewith, which might be asserted by the Plans, County's employees or other persons which are beyond Contractor's control and beyond the scope of this agreement, including claims arising out of the County's fraudulent, criminal or willful acts of misconduct or its reckless or gross negligent acts or omissions in the performance of its duties of this agreement. The Contractor shall not be responsible for funding the County's benefit payments, County's lost profits, or extrapolations of improper benefit payments.

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

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

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

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

37.1 Administration of Contract:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county, or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.
The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Karen Sterling Goens, HR Manager or, in her absence or as designee: Heidi Christie, HR Rep
Administrative Services Department – Human Resources
311 Grand Avenue - Suite 107 – Bellingham, WA 98225
(360) 676-6802 KGoens@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 Department, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

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

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)

SECTION I.
The Plans / Relationship of the Parties

1.1 The County has established self-insured employee welfare benefit plans (the “Plans”), providing means by which eligible employees of the County can secure the benefits set forth in the Plans.

1.2 The County is the Plan Administrator and Named Fiduciary. The County shall oversee the administration of the Plans and shall have the exclusive right to interpret the terms of the Plans in accordance with the documents and instruments governing the Plans. The County shall determine eligibility for coverage and benefits and shall have final authority for approval or disapproval of any disputed or doubtful claim.

1.3 The Contractor is acting solely in a ministerial capacity and shall have no discretionary authority or power to interpret ambiguities or conflicts that may exist in any provision of the Plans. The Contractor will provide the County with information to aid administration and Plan interpretation including customer service records, assessments of medical necessity, application of industry practice, and other client advisories as applicable.

SECTION II.
Contractor’s Services

2.1 The Contractor, within the scope of its duties under this agreement, shall provide services for and shall assist the County in the Administration of the Plans pursuant to the terms and conditions of the Plans as may be requested and authorized from time to time.

2.2 The Contractor shall prepare Summary Plan Descriptions (SPD) setting forth the benefits and rights of the Plan Participants. The SPDs shall be reviewed and approved by the County.

2.3 The Contractor agrees to provide the following claims processing and payment services to the County, including but not limited to:

a) Answer all telephone inquiries regarding eligibility and coverage under the Plans, respond to requests for forms and status inquiries on filed claims and benefit payments. Contractor will provide adequate customer service representatives between the hours of 7:00 a.m. to 5:00 p.m. PST, Monday through Friday, during non-holiday workweeks.

b) Receive and process claims for payment of covered benefits for Participants in accordance with the provisions of the Plans, for claims incurred on and after the commencement date as stated in the agreement;

c) Communicate with Participants and health care providers as necessary to obtain any additional information deemed necessary to expedite the processing of claims.

d) Request and obtain from the County, as necessary, interpretations with respect to the provisions and questions of substance and procedure related to the Plans.

e) Issue and distribute checks to health care providers and Participants from funds supplied by the County, and provide appropriate Explanation of Benefits forms (EOBs) as applicable.

f) Provide written notice to a Plan Participant of any denial of a claim, in whole or in part, which includes the specific reason(s) for such denial and the opportunity for review of the denial.

g) Provide the County forms for use by Plan Participants in submitting claims to Contractor.

h) Provide for the coordination of benefits, subrogation collection activities, and collection of overpayments or improper payments made to any Participants, as reasonably possible.

i) Screen claims to avoid duplicate payments and maintain procedures that will assure consistency in claims payments in accordance with the Plans.

j) Prepare reports concerning Plan Participant benefits.
k) If a fee is stated and accepted in "Exhibit B" (Compensation), Contractor will, for:

1. "COBRA Administration," notify Participants of COBRA continuation coverage rights upon the occurrence of a qualifying event, as required by COBRA, as well as responsibility for calculation and collection of premiums for continuation coverage. All notices shall be made by U.S. First Class Mail to the individual's last known address. Plan Participants will be instructed on procedures for COBRA premium remittance. Upon receipt, Contractor will update the County's COBRA records.

2. "HIPAA certificates of creditable coverage administration," through December 31, 2014, mail certificates to the last recorded address of a Plan Participant within 14 days of notification or termination from the Plan, or, upon request for up to 24 months after termination.

3. "Administration of the Utilization Management Program," provide pre-authorization services in compliance with the "Plains," screen claims for medical necessity, and assist in making pre-existing conditions determinations;

4. "Administration of Large Case Management," screen catastrophic and potentially high-dollar claims, assign length of stay and monitor admissions, promote appropriate patient care and optimize benefits usage.

2.4 "Claims Negotiation, Hospital Bill Audit, and Repricing Services"

The Contractor will conduct a Hospital Bill Audit on all In Network and Out of Network hospital bills that meet the threshold for review to eliminate duplicate and/or non-allowable charges. All other Out of Network provider or facility claims will be immediately forwarded to a third party vendor who will attempt to reprice and discount each claim or engage in fee reduction negotiations. There will be no cost for the provision and coordination of this service for claims that experience no repricing or negotiated savings.

2.5 The Contractor, at the election of and subject to the approval of the County, shall work with the County’s benefit consultant for the purchase of policies of insurance to provide any of the benefits provided for in this agreement, the Plans, or the Trust. The premium for these policies of stop-loss or individual and aggregate excess risk or similar type of insurance shall be paid by the County.

2.6 The Contractor shall not be required to assist the County and / or the Administrator in the preparation or filing of any report, returns, tax returns, or similar papers required by any local political subdivision, state or the Federal Government pertaining to the operation or management of the Plans.

2.7 The Contractor shall render monthly reports to the County that shall include the following:

a) Disbursements, by category, made or authorized by the Contractor from the Plans;

b) A statement of the fees due the Contractor.

2.8 The Contractor shall maintain and pay the cost of a fidelity bond in the amount of not less than One Hundred Thousand Dollars ($100,000.00) covering the Contractor and any of its agents or employees who may collect, disburse, or otherwise handle or have the authority to authorize or order disbursements or payments on behalf of the Plans.

2.9 The Contractor shall be responsible for the review of all denials requested to be reviewed. The final determination of the Contractor made in accordance with Plan procedures on any application for benefits is final and conclusive upon the Covered Person, subject only to the final review by the County. The Contractor shall be the primary contact for answering questions regarding benefits available under the Plans.

SECTION III.
Fees to Contractor

3.1 Fees for Claims Processing. As compensation for the administration and claims processing services above, the Contractor shall be entitled to fees set forth in Exhibit B ("Compensation"). Fees shall be based on the number of Participants enrolled under the plan on the first day of the month in which services are being billed.

3.2 Fees for Other Administrative Services. If the County requests any other administrative services from Contractor, and Contractor agrees to provide such services, the parties shall mutually agree upon a fee schedule for such services.

3.3 Fees from Outside Vendors. The Contractor shall be entitled to a portion of the fees charged by outside vendors including but not limited to Drug Card Companies and Preferred Provider Organizations.
3.4 **Fees for Repricing of Out of Network Claims.** Contractor shall be entitled to retain 30% (thirty percent) of the gross savings obtained on all out of network claims that are repriced, reduced by negotiation, or reduced due to audit. The remaining 70% (seventy percent) of savings will be passed on to the County in the form of reduced claims costs. There will be no cost to the County for this service for claims that experience no repricing or negotiated savings.

3.5 **Appeals and other PPACA Related Fees.** Any fees incurred by Contractor on behalf of the Plan for appeal related services, including but not limited to costs incurred by an independent Review Organization, as well as fees incurred as a result of PPACA mandated services (i.e. language translation assistance services) shall be the sole responsibility of the County.

3.6 **Right to Change Fees.** Contractor shall not have a right to change any fees charged to the County except as of the first day of any Renewal Term and/or by mutual agreement of the parties.

### SECTION IV  
**County's Requirements**

4.1 The County shall notify the Contractor on a monthly or more frequent basis of all changes in participation whether by reason of termination, change in classification, or any reason.

4.2 The County is responsible for providing accurate and timely eligibility information, and timely review and approval of the SPD, Plan Summaries, and Amendments. Claims processed according to duly approved plan documents, instructions from the County, or based on information provided by the County or authorized representative of County shall be the sole responsibility of County.

4.3 The County shall assist in the enrollment of Participants in the Plans, cooperate with the Contractor with regard to proper settlement of claims, and transmit any inquiries pertaining to the Plans to the Contractor. The Contractor shall provide and the County shall maintain a supply of forms, enrollment cards or other documents and shall distribute or make available such documents.

4.4 The County shall provide, directly or through the Contractor, all materials and documents, including summaries for employees, reports and applications and notice forms, as may be necessary or convenient for the operation of the Plans or to satisfy the requirements of governing law.

4.5 The County shall fund benefit claims and other authorized costs and expenses incurred by Contractor within ten (10) business days.

4.6 The County shall pay premiums for excess loss insurance.

4.7 The County shall pay applicable taxes, if any.

### SECTION V  
**Compliance with Laws**

5.1 The County, as the Plan Sponsor and the Plan Administrator, represents and warrants that the Plans presently comply with all applicable federal, state and local laws and regulations, specifically including, without limitation, Mental Health Parity and Addiction Equity Act ("MHIPAA"), Patient Protection and Affordable Care Act ("PPACA") the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), HIPAA and HITECH, and covenants and agrees that it will, at its sole cost and expense, take all action necessary to cause the Plans' continued compliance with all applicable federal, state and local laws and regulations during the term of this Agreement. The County is solely responsible for obtaining any actuarial analysis, non-discrimination testing, or actuarial determinations required by the Plans.
EXHIBIT "B"
(COMPENSATION)

Rates are Per Employee Per Month (PEPM) unless otherwise noted. These fees shall remain in effect for above stated term unless changed by mutual agreement of the parties. Rate guarantee for contracted time period applies only to services performed by HMA. Fees for outside vendors are subject to change at any time.

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* HMA Preferred Network HMA Preferred provides access to Regence BlueShield in Western Washington, Asuris NW Health in Eastern Washington, Regence BlueCross BlueShield of Oregon, Regence BlueShield of Idaho, and Regence BlueCross BlueShield of Utah.

** PHCS provides network access in all other states. No BlueCard access is provided.

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<td><strong>$214,947</strong></td>
<td><strong>$215,838</strong></td>
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**Caremark Rx Claim Administration**

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<tr>
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<tr>
<td>Dispensing Fee</td>
<td>30 Day $1.25 Brand &amp; Generic</td>
<td>$0.00 Brand and Generic</td>
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<td>90 Day $1.00 Brand &amp; Generic</td>
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<tr>
<td>Brand Discount</td>
<td>30 Day AWP - 17.0%</td>
<td>AWP - 23%</td>
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<td>90 Day AWP - 18.0%</td>
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<td>Generic Effective Discount</td>
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<td>AWP - 70.25%</td>
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<td>Claim Processing Fee</td>
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<td>Manual Claim Administration Fee: $1.50 per claim</td>
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<td>Rebates (2-Tier)</td>
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<td>Rebates (Qualifying 3-Tier)</td>
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In lieu of charging the standard $2.75 pharmacy interface fee PGA receives an admin credit from Caremark of $2.50 per claim included in the rates.
# Certificate of Liability Insurance

**EXHIBIT "C"**  
(Certificate of Liability Insurance)

**ACORD®**

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 representatives 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
Marsh USA, Inc.  
1301 5th Avenue, Suite 1000  
Seattle, WA 98101  
Attn: Seattle Cert Requests Marsh.com / F 212-948-4305

**INSURED:**  
Healthcare Management Administrators, Inc.  
220 120th Avenue NE, Suite D200  
Bellevue, WA 98005

**Coverages**  
**Certificate Number:** SE400797210-18  
**Revision Number:** 5

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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<td>Employer's Liabilities</td>
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</table>

**Description of Operations / Locations / Vehicles**  
(Attach ACORD 101, Additional Endorsement Schedule, if more space is required)

**Certificate Holder**
Whitman County  
ATTN: Karen Spalding, County Clerk  
311 Grand Avenue, Suite 107  
Bellevue, WA 98004-0286

**Cancellation**

**Certified To:**  
Whitman County

**Effective:**  
01/01/2014

**Certificate Expiration Date:**  
01/01/2015

**Authorized Representative:**  
Whitman County

**Van H. Yang**

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**ACORD 25 (2010/05)**  
The ACORD name and logo are registered trademarks of ACORD
EXHIBIT "D"
(HIPAA Addendum)

BUSINESS ASSOCIATE AGREEMENT

1. **Effective Date.** This Addendum shall be effective on September 1, 2013.

2. **HIPAA Privacy Rule Compliance.** The parties acknowledge that for purposes of fulfilling the obligations of Healthcare Management Administrators (HMA) to Whatcom County (Plan Sponsor) and its Group Health Plan (GHP) under this Addendum, HMA is the Business Associate of CHP. The parties therefore desire to bring the Administrative Services Agreement between HMA and Plan Sponsor (Agreement) into compliance with (i) the Health Insurance Portability and Accountability Act of 1996, its implementing Administrative Simplification regulations (45 C.F.R. Parts 160-164, Subparts A and E), and (ii) the requirements of the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, as incorporated in the American Recovery and Reinvestment Act of 2009, along with any guidance and/regulations issued by the U.S. Department of Health and Human Services (“DHHS”), as well as any other state or federal privacy laws applicable to the relationship among Plan Sponsor, GHP, and HMA. The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Addendum as “the HIPAA Requirements.” GHP, Plan Sponsor and Business Associate agree to incorporate into this Addendum any regulations issued by DHHS with respect to the HITECH Act that relate to the obligations of business associates and that are required to be (or should be) reflected in the business associate agreement.

3. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

3.1 **Breach.** Breach shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.

3.2 **Business Associate.** Business Associate has the meaning set forth in 45 C.F.R. §160.103.

3.3 **Business Associate Subcontractor.** Business Associate Subcontractor shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of HMA.

3.4 **Electronic PHI.** Electronic PHI shall mean, as defined in 45 C.F.R. § 160.103, protected health information that is transmitted or maintained in any electronic media.

3.5 **Group Health Plan.** Group Health Plan means the Whatcom County Employee Health Care Plan.

3.6 **Individual.** Individual shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

3.7 **Limited Data Set.** Limited Data set shall mean, as defined in 45 C.F.R § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual: Names; postal address information other than town or city, State, and zip code; telephone numbers; fax numbers; electronic mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate or license numbers; vehicle identifiers and serial numbers, including license plate numbers; devise identifiers and serial numbers; web universal resource locators (URLs); internet protocol (IP) address numbers; biometric
identifiers, including finger and voice prints; and full face photographic images and any comparable images.

3.8 **Protected Health Information.** Protected Health Information means individually identifiable health information created or received by HMA in the performance of its obligations under the Agreement on behalf of GHP from which the identity of an individual can reasonably be determined, including all information within the statutory meaning of Protected Health Information (45 CFR § 160.103). The term “Protected Health Information” or “PHI” in this Addendum shall mean both Electronic PHI and non-electric PHI, unless another meaning is clearly specified.

3.9 **Plan Sponsor.** Plan Sponsor means Whatcom County.

3.10 **Privacy Rule.** Privacy Rule means the standards for privacy set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

3.11 **Regulatory References.** A reference in this Addendum to a section in the Privacy Rule or the HITECH act means the section as in effect or as amended, and for which compliance is required.

3.12 **Secretary.** Secretary means the Secretary of the Department of Health and Human Services or his designee.

3.13 **Security Incident.** Security incident shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

3.14 **Summary Health Information.** Summary Health Information shall mean information, which may be Protected Health Information that: 1) summarizes claims history, claims expenses, or types of claims for whom Employer has provided health care benefits under the GHP; and 2) from which the identifiers specified in 45 CFR §164.514(b)(2)(i) have been deleted (except that zip codes can be aggregated to the level of a 5-digit zip code).

3.15 **Unsecured Protected Health Information.** Unsecured Protected Health Information shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.

3.16 **All other terms** used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

4. **General Terms**

4.1 In the event of an inconsistency between the provisions of this Addendum and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with the rules of precedence.

4.2 Where provisions of this Addendum are different than those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this Addendum shall control.
4.3 Except as expressly provided in the HIPAA Requirements, or this Addendum, this Addendum does not create any rights in third parties.

5. **HMA Obligations and Application Of The Standards For Electronic Transactions.**

5.1 **Permitted Uses and Disclosures.** HMA shall not use or further disclose Protected Health Information other than as: 1) permitted in writing by GHP; 2) authorized by an individual; 3) Required by Law; or 4) as permitted in this section as follows:

5.1.1 HMA agrees to create, receive, use, disclose, maintain, or transmit PHI in order to perform functions, activities, or services for, or on behalf of, GHP as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Requirements.

5.1.2 For the proper management and administration of HMA, or to carry out the legal responsibilities of HMA, provided that disclosures are required by law, or HMA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies HMA of any instances of which it is aware in which the confidentiality of the information has been breached;

5.1.3 To provide Data Aggregation services to GHP as permitted by 45 CFR § 164.504(e)(2)(i)(B).

5.2 **Protected Health Information to Plan Sponsor.** GHP specifically authorizes HMA to make disclosures of Protected Health Information to Plan Sponsor made in accordance with Section 7 of this Addendum.

5.3 **Protected Health Information to Business Associates of GHP or Employer.** GHP and Plan Sponsor specifically authorize HMA to disclose Protected Health Information to those Business Associates of GHP or Plan Sponsor identified in Exhibit 2 ("Designated Business Associates"). GHP or Plan Sponsor may revise Exhibit 2 upon advance written notice to HMA. GHP and Plan Sponsor are solely responsible for ensuring that Designated Business Associates comply with the applicable requirements of the Privacy Rule. HMA shall not be liable for any damages arising from HMA’s disclosure of Protected Health Information to a Designated Business Associate.

5.4 **Minimum Necessary.** HMA will make reasonable efforts to use, disclose, or request only the minimum necessary Protected Health Information to accomplish the intended purpose. HMA agrees to utilize a Limited Data Set if practicable.

5.5 **Safeguards.** HMA shall implement appropriate safeguards, and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent use or disclosure of the Protected Health Information in violation of this Addendum. HMA shall report to GHP any breach of the use or disclosure of PHI under this Addendum, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and as required by Section 8 below.

5.6 **Flow-Down Obligations of Business Associate Subcontractors.** HMA agrees that as required by the HIPAA Requirements, HMA will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with Privacy and
Security provisions of this Agreement in the same manner as required of HMA, and (ii) notifies such Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, HMA shall ensure that all Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to HMA with respect to PHI.

5.7 Standard Transactions. HMA will not enter into any trading partner agreement in connection with the conduct of Standard Transactions (as defined in 45 CFR, Part 162) for or on behalf of GHP that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is not permitted in a Standard Transaction; or, (iv) changes the meaning or intent of a Standard Transaction or its implementation specification. Additionally, HMA will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162.

5.8 Inspection of Books and Records. So GHP may meet its access obligations to the Secretary under 45 CFR §160.310, HMA shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information created or received by HMA on behalf of GHP available to the Secretary, in a reasonable time and manner, for purposes of the Secretary determining compliance with the Privacy Rule by GHP.

5.9 Access. So GHP may meet its access obligations to Individuals under 45 CFR §164.524, HMA shall provide access at the request of GHP, and in a reasonable time and manner, to an Individual to his or her Protected Health Information.

5.10 Amendment. So GHP may meet its amendment obligations under 45 CFR §164.526, HMA shall make any amendment(s) to Protected Health Information as directed by GHP, or as requested by an Individual, in a reasonable time and manner, in accordance with the law.

5.11 Accountings. So GHP may meet its amendment obligations under 45 CFR §164.528, HMA shall document disclosures of Protected Health Information and information related to disclosures that would be required for GHP to respond to a request by an Individual for an accounting of disclosures of Protected Health Information. HMA will make available disclosure accountings for a period of 6 years prior to the date of request, but such accountings will not include disclosures prior to April 14, 2003.

For repetitive disclosure of Protected Health Information for a single purpose to the same recipient, HMA may record the first disclosure along with the frequency and duration of subsequent disclosures.

This accounting requirement does not apply to disclosures: (i) permitted or required by this Addendum for purposes of GHP payment or health care operations; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual’s personal representative; (iii) to persons involved in that individual’s payment or treatment of health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes; or (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; (ix) and for certain incidental disclosures that may occur where reasonable safeguards have been implemented.

5.12 Privacy Notice. So GHP may meet its amendment obligations under 45 CFR §164.520, HMA will, upon the written request of Plan Sponsor or GHP, assist GHP in preparing Notices of Privacy Practices, including a statement of whether GHP discloses or authorizes HMA to
disclose Protected Health Information to Plan Sponsor. GHP will be solely responsible for review and approval of the content, and distribution of the Notices, including that their content accurately reflects GHP's privacy policies, procedures and practices and complies with all requirements of 45 CFR §164.520. HMA may charge Plan Sponsor a fee for this service and shall make the fee known to Plan Sponsor at the time of the written request.

5.13 Standards For Electronic Transactions. In connection with the services to be provided to Whatcom County (Plan Sponsor) and its Group Health Plan as identified in this agreement, HMA agrees that if it (or Business Associate Subcontractor) conducts an electronic transmission for which the Secretary of the Department of Health and Human Services has established a "standard transaction," HMA (or Business Associate Subcontractor) shall comply with the requirements of the Standards for Electronic Transactions (45 C.F.R. parts 160 and 162).

5.14 Transmissions of Standard Transactions. HMA agrees that, in connection with the transmission of standard transactions, it will not (and will not permit any Business Associate Subcontractor with which it might contract to):

5.14.1 Change the definition, data condition, or use of a data element or segment in a standard transaction;

5.14.2 Add any data elements or segments to the maximum defined data set;

5.14.3 Use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification; or

5.14.4 Change the meaning or intent of the standard's implementation specification(s).

5.15 Modifications to Standard Transactions by DHHS. HMA understands and agrees that from time-to-time the Department of Health and Human Services might modify the standard transactions now identified in 45 C.F.R. §§ 162.1101 through 162.1802. HMA (and any Business Associate Subcontractor) agrees to abide by any changes to such standard transactions that might be applicable to the services to be supplied in connection with the Agreement.

5.16 Security Incidents. HMA shall report any Security Incident of which it becomes aware to GHP if that incident relates to electronic Protected Health Information subject to the following:

5.16.1 For security incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on HMA’s firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter “Unsuccessful Security Incidents”), HMA shall aggregate the data and, upon the GHP's written request, report to the GHP in accordance with the reporting requirements identified in Section 8.

5.16.2 HMA will take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to HMA resulting from a Security Incident;
5.16.3 HMA will permit termination of this Addendum if the GHP determines that HMA has violated a material term of this Addendum with respect to HMA’s security obligations and HMA is unable to cure the violation; and

5.16.4 Upon GHP’s request, HMA will provide GHP with access to and copies of documentation regarding HMA’s safeguards for PHI and Electronic PHI.

5.17 Security of Electronic Protected Health Information. HMA will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of GHP, as required under 45 CFR Part 164, Subpart C. Additionally, HMA will implement policies and procedures that meet the Security Standards documentation per HIPAA Requirements. As also provided for in Section 5.6 above, HMA ensures any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect Electronic PHI.

6. GHP and Plan Sponsor Obligations.

6.1 Privacy Notice. GHP shall provide HMA with a copy of the notice of privacy practices that GHP produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

6.2 Changes to, or Revocations of, Protected Health Information. GHP shall provide HMA with any changes to, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect HMA’s permitted or required uses and disclosures.

6.3 Restrictions to Protected Health Information. GHP shall notify HMA of any restriction to the use or disclosure of Protected Health Information that GHP has agreed to in accordance with 45 CFR § 164.522.

6.4 Permissible Requests. GHP shall not request HMA to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule.

6.5 Plan Sponsor Obligations. Plan Sponsor retains full and final authority and responsibility for GHP and its operation. HMA is empowered to act on behalf of GHP only as stated in the Agreement or this Addendum.

7. Disclosure to Plan Sponsor

7.1 Receipt of De-Identified Information. HMA may disclose De-identified Information, as defined in 45 C.F.R. §164.514, to Plan Sponsor without Plan Sponsor’s certification of compliance with the Privacy Rule.

7.2 Receipt of Summary Health Information. Upon Plan Sponsor’s written request, HMA may disclose Summary Health Information to Plan Sponsor without Plan Sponsor’s certification of compliance with the Privacy Rule. Plan Sponsor may use Summary Health Information only to: 1) obtain premium bids for GHP; or 2) amend, modify, or terminate GHP.

7.3 Receipt of Protected Health Information. Plan Sponsor’s access to, or receipt of, Protected Health Information creates Plan Sponsor’s obligations under the Privacy Rule and HMA may only provide such information to Plan Sponsor upon receiving Plan Sponsor’s signed
certification of compliance with the Privacy Rule as set forth in attached Exhibit 1. Exhibit I is incorporated into this Addendum by this reference.


8.1 Report. HMA will report to GHP (in the manner and within the timeframes described below) any breaches of unsecured PHI and any breach or acquisition, access, use or disclosure of PHI as defined by 45 C.F.R. §164.402. Where a breach is presumed under the regulations for acquisition, access, use or disclosure in a manner that is not permitted by Privacy and Security Rules, such breaches will not be disclosed if, following a risk assessment by HMA as set forth in regulation, there is a low probability that PHI has been compromised.

8.2 Notice of Breach. HMA will notify GHP following discovery and without unreasonable delay but in no event later than ten (10) calendar days following discovery, any “breach” of “unsecured Protected Health Information,” as set forth in 8.1 above. Breaches by a Business Associate Subcontractor will be reported within ten days following report to HMA. HMA shall cooperate with GHP in investigating the Breach and in meeting the GHP’s obligations under the HITECH Act and any other security breach notification laws. HMA shall follow its notification to the GHP with a report that meets the requirements outlined immediately below.

(A) For Successful Security Incidents and Breaches, HMA – without reasonable delay and in no event later than thirty (30) calendar days after HMA learns of such non-permitted use or disclosure (whether at HMA or at Business Associate Subcontractor) – shall provide GHP a report that will:

(i) Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been accessed, acquired, or disclosed;

(ii) Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;

(iii) Identify the PHI accessed, used, or disclosed (e.g., name; social security number; date of birth);

(v) Identify what corrective action HMA took or will take to prevent further non-permitted accesses, uses, or disclosures;

(vi) Identify what HMA did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure and;

(vii) Provide other such information, including a written report, as GHP may reasonably request.

(B) For Unsuccessful Security Incidents of which we are aware, HMA shall provide GHP, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in Section 5.16.1; (ii) indicates whether HMA believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such incidents; and (iii) if the security measures are not adequate, the measures HMA will implement to address the security inadequacies.
9. **Term and Termination.**

9.1 **Term.** The term of this Addendum shall be the same as the Agreement. Upon termination of the Agreement, the terms of this Addendum shall remain in effect until all of the Protected Health Information provided by GHP to HMA, or created or received by HMA on behalf of GHP, is destroyed or returned to GHP, or, if HMA claims it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

9.2 **Termination for Breach.** In addition to the termination rights set forth in the Agreement, upon Plan Sponsor’s or GHP’s knowledge of a material breach of this Addendum by HMA, Plan Sponsor shall either: 1) provide HMA with written notice and an opportunity for HMA to cure the breach or end the violation and terminate the Agreement if HMA does not cure the breach or end the violation within the time specified in writing by GHP; or 2) immediately terminate the Agreement if HMA has breached a material term of this Addendum and cure is not possible. GHP agrees that HMA shall have the right to terminate this Addendum or seek other remedies if GHP commits a material breach of this Addendum.

9.3 **Effect of Termination.** Upon termination of the Agreement, for any reason, HMA shall return or destroy all Protected Health Information received from GHP, or created or received by HMA on behalf of GHP. HMA shall retain no copies of the Protected Health Information EXCEPT in the event HMA determines that returning or destroying the Protected Health Information is infeasible, HMA shall extend the protections of this Addendum and the HIPAA Requirements to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as HMA maintains such Protected Health Information.

10. **Amendment.** The Parties shall take such action as is necessary to amend the Agreement or this Addendum as necessary to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191.

11. **Continuing Privacy and Security Obligations.** HMA and GHP’s obligations to protect the privacy and security of PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement or this Addendum, will be continuous and survive termination of this Addendum or the Agreement.

12. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits GHP to comply with the Privacy and Security Rules.

13. **Counterparts.** This Addendum may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>Assigned to:</th>
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<td>Karin Wessman</td>
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<td>Division Head:</td>
<td>Mark Personius</td>
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<td>Dept. Head:</td>
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**Title of Document:** Contract for Services with Foster Pepper PLLC for the Whatcom County PDR Core Agricultural Strategy Project

**Attachments:** Cover Memo, Contract Information Sheet, Contract, Exhibits

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

**Should Clerk schedule a hearing?** ( ) Yes ( x ) No

**Requested Date:**

**Summary Statement or Legal Notice Language:** Draft contract proposal for Foster Pepper PLLC, a consultant, to aid Whatcom County in the creation of a core ag acquisition for the Purchase of Development Rights Program. The core ag strategy will focus on purchasing development rights from small, exempt lots in the Agricultural zone.

**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
THROUGH: J.E. "Sam" Ryan, Director
Mark Personius, Long Range Planning Manager
FROM: Karin Wessman, Planner
RE: Foster Pepper PLLC Contract for Services
DATE: October 28, 2013

Enclosed are two (2) originals of the contract between Foster Pepper PLLC and Whatcom County for your review and signature.

- **Background and Purpose**
  The purpose of this contract is to have a consultant team assist Whatcom County in the creation of a reverse auction strategy for the purpose of development rights in the Core Ag area. The council has requested that the PDR program add some focus to the “Core Ag” area as opposed to the “Edge” area where the program has succeeded in the past. Due to a scrivener’s error in an early 1990’s version of Whatcom County’s agricultural zoning regulation, the County created approximately 200 five-acre lots within the agriculture zone. These exempt lots were typically divided from parcels of 20 acres or larger with at least 600 lineal feet of road frontage. Over the past two decades, some of these exempt lots have been developed into single-family residences, but many are still not residentially developed and farmed. This strategy focuses on those lots and aims to purpose their development rights.

- **Funding Amount and Source**
  On May 21, 2013 the Whatcom County Council approved Ordinance #2013-023 which established funding of $50,000 for this contract.

Please contact Karin Wessman at extension 51072, if you have any questions or concerns regarding the terms of this agreement,

Encl.
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Planning &amp; Development Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Karin Wessman</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Foster Pepper PLLC</td>
</tr>
<tr>
<td>Is this a New Contract?</td>
<td>Yes x No ____</td>
</tr>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes ____ No ____</td>
</tr>
<tr>
<td>Original Contract Number:</td>
<td></td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>Yes ____ No ____</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>Yes ____ No x ____</td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s):</td>
<td></td>
</tr>
<tr>
<td>CFDA #:</td>
<td></td>
</tr>
<tr>
<td>County Grant Administrator:</td>
<td>Karin Wessman</td>
</tr>
<tr>
<td>Extension #:</td>
<td>51072</td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes ____ No x ____</td>
</tr>
<tr>
<td>If yes, associated Whatcom County grant contract number(s):</td>
<td></td>
</tr>
<tr>
<td>Is this the result of a RFP or Bid process?</td>
<td>Yes x No ____</td>
</tr>
<tr>
<td>Contract</td>
<td></td>
</tr>
<tr>
<td>If yes, RFP and Bid number(s):</td>
<td>13-39</td>
</tr>
<tr>
<td>Cost Center:</td>
<td>17550</td>
</tr>
<tr>
<td>Is this service agreement excluded from E-Verify?</td>
<td>Yes x No ____</td>
</tr>
<tr>
<td>If yes, indicate exclusion(s) below:</td>
<td></td>
</tr>
<tr>
<td>□ Professional services agreement for certified/licensed professional</td>
<td></td>
</tr>
<tr>
<td>□ Contract for Commercial off the shelf items (COTS)</td>
<td></td>
</tr>
<tr>
<td>□ Work related subcontract less than $25,000.</td>
<td></td>
</tr>
<tr>
<td>□ Interlocal Agreement (between Gov’t’s)</td>
<td></td>
</tr>
<tr>
<td>□ Public Works - Local Agency/Federally Funded FHWA</td>
<td></td>
</tr>
<tr>
<td>Contract Amount:(sum of orig contract amt and any prior amendments)</td>
<td>$50,000</td>
</tr>
<tr>
<td>This Amendment Amount:</td>
<td>$___</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$___</td>
</tr>
<tr>
<td>Contracts that require Council Approval (incl. agenda bill &amp; memo)</td>
<td></td>
</tr>
<tr>
<td>• Professional Services Agreement above $25,000.</td>
<td></td>
</tr>
<tr>
<td>• Bid is more than $40,000.</td>
<td></td>
</tr>
<tr>
<td>• Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)</td>
<td></td>
</tr>
<tr>
<td>RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.</td>
<td></td>
</tr>
<tr>
<td>Scope of Services</td>
<td>This project is intended to help the Whatcom County Purchase of Development Rights Program create and run a reverse auction for acquisitions of development rights in the core ag area.</td>
</tr>
<tr>
<td>Term of Contract:</td>
<td>Expiration Date: December 31, 2014</td>
</tr>
</tbody>
</table>

**Contract Routing Steps & Signoff:**

1. Prepared by: BB _____________________________ Date 10/4/13 [electronic]
2. Attorney reviewed: RB _____________________________ Date 10/7/13 [electronic]
3. AS Finance reviewed: BB _____________________________ Date 10/15/13 [electronic]
4. IT reviewed if IT related _____________________________ Date [electronic]
5. Corrections made: _____________________________ Date 10/29/13 [electronic] hard copy printed
6. Attorney signoff: _____________________________ Date 10/31/13 [electronic]
7. Contractor signed: _____________________________ Date 10/31/13 [electronic]
8. Submitted to Exec Office: _____________________________ Date [summary via electronic; hardcopies]
9. Reviewed by DCA: _____________________________ Date
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.
Foster Pepper PLLC hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 7,
- Exhibit A (Scope of Work), pp. 8 to 15,
- Exhibit B (Compensation), pp. 16
- Exhibit C (Timeline), pp. 17
- Exhibit D (Foster Pepper PLLC Terms of Engagement), pp. 18 to 21

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

The term of this Agreement shall commence on the 15th day of November, 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: complete a mass appraisal for the Agricultural Reverse Auction process, 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 $50,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

CONTRACTOR:

Foster Pepper PLLC

[Signature]

STATE OF WASHINGTON

COUNTY OF ________________

On this 27th day of November, 2013 before me personally appeared JEREMY ECKERT to me known to be the ________ (title) of Foster Pepper PLLC (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

HELEN M. STUBBS

COMMISSION EXPIRES 8/3/16

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

My commission expires 8/3/16.
WHATCOM COUNTY:
Recommended for Approval:

[Signature] 10-31-13
Department Director  Date

Approved as to form:

[Signature] 10-31-13
Prosecuting Attorney  Date

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
COUNTY OF WHATCOM  ) ss

On this ______ day of __________, 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:
Foster Pepper PLLC
1111 Third Avenue
Suite 3400
Seattle, WA 98101-3299

206-447-4400 TEL
206-447-9700 FAX *
800-995-5902 Toll Free
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

11.2 Termination for Reduction in Funding: Not Applicable

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: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

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

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

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.

31.2 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: Not Applicable

34.1 Proof of Insurance: This insurance shall be considered as primary and shall waive all rights of subrogation. The county insurance shall be noncontributory.

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, from and against claims, causes of action, demands, damages, losses and expenses, including but not limited to attorneys' fees and costs provided that such claim, cause of action, demand, damage, loss or expense is attributable to property damage, or personal or bodily injury, including death, but only to the extent caused by the negligence of the Contractor.

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, 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, 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, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship; and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest: If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.
37.1 **Administration of Contract:**
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

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

J.E. "Sam" Ryan, Director, Whatcom County Planning and Development Services

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

**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, 21.2, 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.*
EXHIBIT A- SCOPE OF WORK
Whatcom County PDR Core Agricultural Strategy Project

Project Description

A scrivener’s error in an early 1990’s version of Whatcom County’s agricultural zoning regulation resulted in the creation of approximately 200 five-acre lots within the agriculture zone. These exempt lots were typically divided from parcels of 20 acres or larger with at least 600 lineal feet of road frontage. County planning and legal staff attempted to rescind and correct the erroneous language in the code but the County Council elected to allow the error to stand. Over the past two decades, some of these exempt lots have been developed into single-family residences, but many are still not residentially developed and farmed.

Whatcom County’s agriculture zone stipulates a minimum lot size of 1 dwelling unit per 40 acres. Today, the average lot size in the agricultural zone is approximately 17 acres, due to historically created legal lots that were smaller than today’s 40 acre minimum. Many of these small, legally-created, nonconforming lots are vacant, but hold a potential development right. The build-out of these vacant lots will lead to increased conflicts with agricultural uses and will lead to increased cost to the county and other jurisdictions for required services.

Whatcom County’s Agricultural Purchase of Development Rights (PDR) Oversight Committee has chosen to address this issue through the creation of a development rights buy-back initiative that focuses on the core agricultural areas, retiring development rights from small nonconforming lots within the Ag zone that hold potential development rights. The consultant team from Foster Pepper PLLC responded to the County’s Request for Proposals (RFP) 13-39 and was selected by an interviewing panel to assist in the development and implementation of the buy-back strategy.

Foster Pepper proposes to complete a mass appraisal that identifies the “ballpark” economic value for each exempt lot eligible to participate in the reverse auction. This mass appraisal will be called “The Estimator.” The County may use The Estimator to (1) educate eligible landowners on the value of their development rights, and (2) establish a maximum acceptable bid for each eligible landowner in the reverse auction. The reverse auction mechanism will incentivize submission of bids below this maximum. In addition, The Estimator will allow the County to complete the reverse auction acquisition without completing a costly and time-consuming appraisal for each acquisition. Participation in the reverse auction will be voluntary and open to owners of eligible lots as identified through this project.

This project will be funded by Whatcom County Conservation Futures Funds and will have a total budget of $50,000. Refer to Exhibit B for budget breakdown. The consultant team will commence work November 2013, and the project should be completed by the end of December 2014.

DESIRED OUTCOMES

The County desires to extinguish development rights (DR’s) within the core agricultural areas either by offer to purchase easements or by acceptance of bids for said development rights. The main desired outcome of this project is the creation of a framework by which to perform a reverse auction. By the end of the contract, the county hopes to have a number of bids from landowners of eligible lots in the Ag zone, offering to sell their development rights to the County. The County may then review the submitted bids, rank them with the criteria chosen through this project, and act on purchasing the development
rights of the highest ranked lots. From there, the County may seek to purchase development rights from lots adjacent or in close proximity to the lots acquired in the reverse auction through their traditional PDR program. This will serve to connect contiguous blocks of farmland that are protected by conservation easements. All contemplated acquisitions will be voluntary transactions that do not use eminent domain.

**TEAM STRUCTURE**

Designing and enacting the envisioned PDR program requires a consultant team with economic, legal, and conservation-related technical expertise. It also requires a consultant team with on-the-ground knowledge of Whatcom County’s unique real estate market, and it requires a team that understands specific local stakeholder interests.

The Foster Pepper consultant team will combine local and regional professionals to address these needs. All economic-related work will be developed by Bob Suttles, Anthony Gibbons, and Dr. Garrett Milam (the “Economic Team”). All legal and conservation-related analysis will be completed by Foster Pepper PLLC attorney Jeremy Eckert and, as needed, his colleagues at Foster Pepper (the “Legal Team”). This scope of work refers to Bob, Anthony, Garret, and Jeremy as the “Consultant Team.”

Jeremy will be the County’s main point of contact for this project. Foster Pepper PLLC is the prime consultant for this project. Bob, Anthony, and Garrett will be sub-contractors.

*Proposed Team*

![Proposed Team Diagram]

**ASSUMPTIONS**

The scope, budget and schedule contained in this document are predicated upon the following provisions, assumptions and conditions. The purpose of this list is to enumerate and describe mutual expectations and understandings required of all parties to this scope of work in order to complete the project on time and within budget.

- The County will provide and reserve all meeting spaces as needed in the scope of this project.
- The County will arrange County Council packets and presentation times as needed.
• The County will assist the Consultant Team by gathering and preparing information required by the Consultant to perform their work.
• The County will provide all deliverables listed as “County Deliverable” through the scope of work.
• The Consultant will provide all deliverables to the County in preliminary draft form. The deliverables will be considered final and acceptable for reimbursement once approved by the County as advised by the PDR Oversight Committee.
• All memorandum deliverables from the Consultant will consist of at least 4 substantive pages.
• The County will have a review period after receiving draft deliverables not to exceed 2 weeks, so as not to encumber the timeline of the project.

TIMING AND COUNTY OPTION TO TERMINATE

The project in its entirety will be completed by December 31, 2014. The project is designed to incorporate three phases of work with key deliverables for each task item associated with each phase in the project, as indicated below. The end of each phase is an opportunity for the County to review the success of the project and decide whether to continue. The project will not move forward to the next phase until the deliverables from the previous phase have been accepted by the County and the PDR Oversight Committee, and until the County and PDR Oversight Committee agree to continue the project. The County, in its sole discretion, shall determine whether each phase has been completed, and whether to continue the project. No subsequent phase shall commence unless and until the County determines that the previous phase has been completed to its satisfaction, and that the County wishes to continue the project. Should the County opt not to continue the project, the County shall provide written notice of termination. Deadlines may be modified when mutually agreed in writing by the County and the Consultant.

Please see Exhibit C for timeline of tasks.

PHASE I: VALIDATION OF PROJECT FRAMEWORK AND METHODOLOGY

TASK 1: INITIAL MEETING BETWEEN CONSULTANT TEAM AND COUNTY

At the initial meeting, the Consultant Team and the County will come to agreement about the following, based on a draft of meeting materials (memorandum included) circulated prior to the meeting:

- **Identify Program Goals/Objectives.** All future actions will be to further the determined goals.
- **Identify Eligible Properties.** Identify the lots that the County wishes to include in the reverse auction program. These properties will be included in The Estimator.
- **Identify Potential Funding Sources.** We will collaboratively identify all potential funding sources, including, but not limited to: (1) conservation futures, (2) USDA Farm and Ranch Lands Protection Program, (3) Washington State RCO-WWRP - Farmland Preservation Program, (4) councilmanic bonds, and; (5) potentially the conservation real estate excise tax (authorizing counties to enact an additional real estate excise tax on each sale of real property in the County at a rate not to exceed one percent of the selling price, as authorized in RCW 82.46.070) and (6) other potential funding sources.
- Review resources available from county. The Consultant Team will request and review relevant resources available from the County, including: parcel data for all "exempt lots," mapping that identifies regulations that restrict real estate development on the exempt lots, and data from previous PDR transactions.
- Confirm Project Roles. Identify the responsibilities of the Consultant Team & County Staff during the project. The consultant team will provide a list of all information needed from the County throughout the project, and what format they require that the information be in.
- Analysis and validation of mass appraisal methodology. The Consultant Team will prepare a memorandum including a thorough analysis and critique of The Estimator methodology and alternative conservation easement valuation methodologies. The memo should validate the preferred approach.
- Set target review period for County to review and respond (accept or reject) to Phase I deliverables.

**PHASE I TASK 1 DELIVERABLE:**
- Memo regarding a thorough analysis and critique of The Estimator methodology and alternative conservation easement valuation methodologies. The memo should validate the preferred approach.
- List of all information required of the County by the Consultant Team throughout the project.

**PHASE 2: LEGAL ANALYSIS AND DEVELOPMENT OF THE ESTIMATOR AND REVERSE AUCTION**

**TASK 1: ANALYZE LEGAL REQUIREMENTS FOR IDENTIFIED FUNDING SOURCES**

Each potential acquisition funding source has unique legal requirements. In addition, the County must comply with all relevant federal, state, and local requirements when acquiring real property interests, such as development rights. Prior to the Economic Team’s creation of The Estimator, the Legal Team will review and analyze the legal requirements of each potential funding source, in addition to all other relevant law that may apply to development right acquisitions (e.g., Ch. 8.26 RCW and the Federal Relocation Assistance and Real Property Acquisition Policies Act of 1970). The Legal Team will also review and analyze the legal requirements of enacting a reverse auction PDR program that is based upon The Estimator. This legal analysis will identify and address any legal vulnerabilities of the approach identified in the RFP.

Based upon the Consultant’s initial legal research, it is tentatively determined that it is legally permissible for the County to rely upon The Estimator as a basis for the reverse auction, if the following occur:

- The reverse auction only uses conservation futures tax funding;
- All acquisitions are voluntary, and the County does not use its eminent domain power;
- Pursuant to RCW 84.34.230, the acquisitions may not reduce the capacity of land suitable for development necessary to accommodate the allocated housing and employment growth, as adopted in the countywide planning policies;
- The County enacts an ordinance that specifically authorizes the use of The Estimator for the real property acquisitions; and
- The ordinance is supported by an appropriate record that demonstrates (1) the appraisal techniques used to develop The Estimator, and (2) the legality of this approach.
The Consultant has also tentatively concluded that the County must complete an appraisal adhering to the Uniform Appraisal Standards for Federal Land Acquisition, also known as a “yellow book” appraisal, for each acquisition if it uses federal or state grant funding.

These are tentative conclusions that are subject to modification, based upon the Legal Team’s thorough review of relevant law and regulations.

**PHASE II TASK 1 DELIVERABLES:**
- Memorandum A analyzing funding source requirements.
- Memorandum B analyzing reverse auction legal requirements.

Deliverables *do not* include a legal analysis of the County’s bonding capacity to be used for municipal finance purposes.

**TASK 2(A): DEVELOP THE ESTIMATOR**

Informed by the Legal Team’s analysis, the Economic Team will develop The Estimator by using the methodology created by Anthony Gibbons when he completed a similar project for Thurston County’s PDR program. The methodology accounts for certain attributes of each parcel, including development rights, regulatory restrictions on the property (e.g., critical areas regulations), and location.

- **Initial Meeting.** The Legal Team and Economic Team will meet and review the legal requirements of The Estimator. The Economic Team will identify the general location and attributes of the eligible “exempt lots.”
- **Review Existing Data.** Bob and Anthony will review existing local economic data and GIS data provided by the County that identifies regulations that may impact a property’s economic valuation, such as critical area, shoreline, or floodplain designations.
- **Prepare draft of The Estimator.** With Anthony’s oversight, Bob will identify the estimated value for each parcel eligible for the reverse auction.
- **“Ground-truth” The Estimator.** Bob will “ground truth” the draft Estimator by completing drive-by site visits for selected eligible “exempt lots.”
- **Revise and finalize The Estimator.** The Economic Team will revise and finalize The Estimator, as appropriate.

This approach will provide consistent methodologies across a broad spectrum of different properties, and, ultimately, comprise a mass appraisal of the “exempt lots,” identifying a specific value indicator for each parcel.

**PHASE II TASK 2A DELIVERABLE:**
- The Estimator that values development rights for eligible lots.

**COUNTY ROLE:**
- The proposal and associated budget presume that County Staff will provide the Economic Team with requested information that is controlled by the County. (This information should be requested and qualified/quantified in the list deliverable in Phase I Task 1.) The analysis assumes the number of eligible properties will not exceed 200 parcels. The properties should be provided to the consultants (if possible, in an Excel format), with parcel numbers and lot sizes identified, together with county assessment data. (This data will be detailed in the list delivered in Phase I Task 1.)
TASK 2(B): LEGAL ANALYSIS OF ISSUES PRESENTED IN RFP

Concurrent with Economic Team’s work outlined in 2A, the Legal Team will research and analyze the legal issues presented in the RFP. Specifically, the Legal Team will analyze whether a reverse auction may impact a future TDR program, including whether the acquired development rights may be “banked” and sold in a forthcoming TDR or Natural Resource marketplace. The Legal Team will also provide an analysis of mechanisms for the protection and monitoring of conserved farmland.

In addition to these items, the Consultant will analyze prioritization of the acquisitions. The County must act consistently with controlling law, including its own ordinances. The Consultant will provide the County with options for reverse auction prioritization goals and determine whether those goals are consistent with (1) the existing PDR ranking criteria as set forth in the PDR Program Guidelines (Exhibit B to ordinance 2013-015), (2) TDR-related issues, and (3) the County’s ongoing watershed-related efforts through the Natural Resource Marketplace ("NRM"). The Consultant will help reconcile the goals and objectives of the existing PDR program and the goals and objectives of the reverse auction. Although Whatcom County Code 3.25A.100(D) allows the County Council to waive any PDR Program requirements, the reverse auction and its associated acquisition prioritization process is most defensible if the reverse auction and its associated prioritization criteria is set forth and enabled in a stand-alone reverse auction ordinance that is distinct from the existing PDR ordinance. The Consultant will develop the prioritization criteria in collaboration with the County.

PHASE II TASK 2B DELIVERABLES:

- Memorandum C analyzing the reverse auction and TDR-related and NRM-related issues. This memo should indicate how they are conflicting and/or mutually reinforcing.
- Memorandum D analyzing protection mechanisms (e.g., comparing protections afforded by deed restrictions and conservation easements).
- Memorandum E analyzing reverse auction goals, eligibility, and acquisition prioritization. This memo will inform an ordinance enabling the reverse auction and will include ranking criteria.

TASK 3: REVERSE AUCTION DESIGN

Garrett will analyze the characteristics of the lots subject to the reverse auction and associated ownership structure, to evaluate how to best design the details of the recommended reverse auction to encourage enthusiasm and competition among eligible landowners.

PHASE II TASK 3 DELIVERABLE:

- Memorandum on strategic reverse auction design prepared by Garrett (to be delivered prior to meeting outlined in task 4)

TASK 4: CONSULTANT TEAM/ COUNTY MEETING RE: REVERSE AUCTION DESIGN

Approximately four months into the project, the Consultant Team will meet with the County to discuss the structure of the reverse auction as designed in Phase II. To inform the discussion, we request that the County prepare an estimate of likely funding available for development right acquisitions (recognizing that the County Council must ultimately approve the available funding). To achieve the strategic use of County funds, the Consultant Team and the County will discuss the potential allocation of funds for acquisitions. The meeting will include Garrett, who will advise the County on reverse auction program design to encourage adequate program participation. To inform the creation of the reverse auction
enabling ordinance, the County will also provide the Consultant Team with feedback from the PDR Committee regarding reverse auction eligibility and ranking criteria provided by the consultant to the County as a deliverable in Task 2B.

The meeting will also include a discussion on the incentive provided by the Estimator and preliminary interest in the program. Before the meeting, the County will do an on-the-ground survey of some owners of eligible lots with the valuation provided by the Estimator. The survey will address the question: “Given $X.00 per development right as a maximum amount, how interested would you be (scale of 1-5, 5 being very interested, 1 being not at all) in submitting a bid for the County to purchase your development right(s)?” The survey results will be presented at the meeting and a discussion will follow regarding moving forward to Phase III.

PHASE II TASK 4 COUNTY DELIVERABLE:
- Estimate amount of funding for phase 1 and phase 2 development right acquisitions (to be delivered prior to meeting).
- Results of survey performed by County

PHASE III: OUTREACH AND SUPPORTING ORDINANCE

TASK 1: PUBLIC OUTREACH

Garrett’s research has demonstrated that reverse auctions are successful in generating participation if information is readily available to auction participants. To encourage public participation in the reverse auction, Whatcom County will create reverse auction outreach materials with the information provided by the Consultant Team. The outreach materials **may** include a website that provides reverse auction eligibility criteria and The Estimator for each eligible parcel. Landowners could visit the website to determine the “ballpark” value of the landowner’s development rights. The County will also host a public workshop prior to the reverse auction.

PHASE III TASK 1 COUNTY DELIVERABLE:
- Stakeholder outreach, as determined by the County.

TASK 2: PREPARE ENABLING ORDINANCE AND RECORD

The Legal Team will prepare a final project report and associated ordinance that enables the reverse auction program. The ordinance would enable the following:

- The County may solicit voluntary bids from landowners and that solicitation closes at a certain date;
- To bid in the reverse auction, a landowner must (1) offer to sell the development right(s) for an amount equal to or less than The Estimator; and (2) satisfy other specified eligibility criteria.
- Once the bids are prioritized according to the transparent criteria set forth in the ordinance (or an attachment thereto), the County would review title, address existing encumbrances (such as liens), close the transaction, and encumber the property. However, the County would not be required to complete any additional appraisals for the acquisition.
- The County retains the right to deem any property to be ineligible for the reverse auction if the title report identifies any encumbrance that eliminates or reduces the property’s development potential (e.g., CC&Rs that eliminate the development potential of the eligible lots.)
- Upon the completion of the reverse auction, the County would be authorized to identify, prioritize, and tactically acquire development rights that are adjacent to, or are situated in strategic proximity to, other protected farmland. These acquisitions may rely upon the Estimator, or an appraisal, depending upon the funding source.
- All acquisitions must be voluntary transactions.

**PHASE III TASK 2 DELIVERABLES:**
- Final report with enabling ordinance and supporting record.
EXHIBIT B - CONSIDERATION

As consideration for the services provided pursuant to Exhibit A, the County agrees to compensate the Consultant as provided below for the work commencing in November 2013.

Consultant will invoice the County for milestones and deliverables as completed under the respective tasks. Compensation breakdown by Phase/Task:

| Phase II Task 1: Initial Meeting with County | $2,000 |
| Deliverable: Memo, List of information required |
| Phase II Task 1: Analyze Legal Requirements | $10,000 |
| Deliverable: Memo A&B |
| Phase II Task 2A: Develop “The Estimator” | $14,500 |
| Deliverable: Estimator |
| Phase II Task 2B: Legal Analysis | $10,000 |
| Deliverable: Memo C,D, &E |
| Phase II Task 3: Reverse Auction Design | $1,400 |
| Deliverable: Memo |
| Phase II Task 4: Meeting with County Re: Reverse Auction | $2,100 |
| Phase III Task 1: Public Outreach (County only) | $0 |
| Phase III Task 2: Prepare Enabling Ordinance & Record | $10,000 |
| Deliverable: Final Report with Ordinance and Record |

Total Budget $50,000

The not-to-exceed budget for phase 2 is based on the information below. This information should not be used as a precise reflection of hours or personnel assignments by task.

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## EXHIBIT C - TIMELINE

### SUMMARY OF TASKS AND SCHEDULE

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EXHIBIT D - TERMS FOR ENGAGEMENT OF SERVICES

Thank you for choosing Foster Pepper PLLC. Our Engagement Letter and these "Terms" constitute our agreement with you for performing the engagement described in that letter. We pride ourselves on responsive and vigorous representation and strive to develop excellent working relationships with our clients. Therefore, we wish to share with you the terms of our engagement as your lawyers and tell you about our firm. Our webpage (www.foster.com) contains additional information about the firm and its capabilities. If you have questions or concerns, please contact us immediately.

Scope of Work

Our policy-ard the foundation of a sound client-attorney relationship--is to ensure that we understand your legal needs and that you understand the nature of the services we will provide. Communication between us is critical. We regularly will keep you informed of our activities on your behalf and will act in your interest at all times to the best of our abilities, subject to our knowledge of the facts and the state of the law during the representation.

Generally, one lawyer will be responsible for and will oversee your representation. Other lawyers and legal assistants may work on your behalf--especially when special skill or expertise is required or when delegation is more expeditious and cost- effective, or for other appropriate reasons. Your responsible lawyer will be your point of contact for all aspects of your representation. If at any time you are unhappy with any person working on your behalf, please tell your responsible lawyer or the Chair of the firm's Executive Committee. The situation will be addressed immediately.

We need your help to represent you to the best of our abilities. We rely on you to be candid with and responsive to us, as we will be with you. Please inform us immediately of any change of circumstance affecting the representation or our ability to contact you. We both must respond promptly and completely to inquiries and requests to enable us to represent you effectively. While we cannot assure a successful result in any engagement, we pledge to use our best efforts on your behalf.

You may terminate our representation of you at any time and for any reason. In addition, we may choose to withdraw from the representation, but only in accordance with the applicable Rules of Professional Conduct in effect in the jurisdiction where our relationship exists. If we choose to withdraw as your lawyers, we will notify you in writing. At termination or withdrawal, you will remain obligated to pay us promptly for all charges for legal services rendered as well as charges resulting from the termination or withdrawal, including working with any successor counsel. We will cooperate with successor counsel to assure a smooth transfer of the representation.

Conflicts of Interest

Because our representation of you is limited in scope and because we have a large number of clients, we wish to clarify the extent to which our representation of you may affect our ability to represent other clients in other matters, including matters in which you may be involved. We employ internal procedures to ensure that our representation of other clients will not cause a conflict of interest with you. Your identity as our client is the person or entity named as the client in our Engagement Letter and does not include any of your affiliates, officers, directors, principals or other related parties unless so specified. Accordingly, we may represent another client with interests adverse to any such affiliate without obtaining your consent, and we respectfully decline to be bound by any contrary policy. If we
discover any actual or potential conflict of interest affecting our representation of you, we will notify you promptly.

Depending upon our relationship, at the conclusion of the engagement described in the Engagement Letter, you will no longer be considered a current client of the firm. As a former client, you may expect that we will not represent another person in the same or a substantially related matter if that client's interests are adverse to your interests unless you have consented in writing to the representation after consultation and full disclosure of material facts. You may also expect that we will preserve appropriately the confidentiality of your information and secrets. Without your prior written consent, we will not represent a client adverse to you in a different matter if we have obtained confidences or secrets from you that are material to that matter.

**Records Retention**

We maintain policies regarding retention and destruction of records. Records include our files and related electronic documentation, including e-mails. Records (including materials provided by you to us and all electronic documentation) relating to this engagement will be destroyed according to our policies unless you request that they be returned to you. Our own files pertaining to the matter will be retained in accordance with the policies. Our own files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We retain client files for ten years after a matter is closed. We will endeavor to remind you of this policy on completion of the engagement, but we reserve the right to destroy records in accordance with our policy without further notice to you.

**Fees for Services**

We generally charge on an hourly basis for time expended on your behalf. This includes, for example, telephone conversations, face-to-face conferences, strategy development and planning, document preparation and review, research, drafting, negotiating, court appearances and travel. Through hourly billing, you pay only for work performed on your behalf. We maintain daily time records that include a brief description of the work done so that you will understand why you are being billed. We record our time in units of tenths of an hour.

Upon request, we will work with you to produce an estimate of the anticipated legal fees and costs for a particular engagement. Any such estimate will be based on our prior experience with similar engagements as well as information you provide us about your particular needs. Unless we reach a clear, written understanding that the fee will be a fixed amount, any estimate we make may be revised based upon the facts and circumstances we encounter during your representation.

Our rates (which are subject to change prospectively with notice) should always be discussed in advance with your responsible attorney. Generally, rates are revised annually and adjustments will be reflected in our invoices in the month following any adjustment. On occasion, and after discussion with you, we may perform services on a non-hourly basis. Our agreement with you to do so will be in writing. We strive to keep fees and charges at a level appropriate to the task.
Expenses

In addition to fees for legal services, you will be charged for expenses advanced on your behalf and ancillary costs incurred by us during the course of your representation. Such charges may be revised from time to time without notice and will be reflected in our invoice in the month following any revision. These charges include such things as photocopying, document binding, external messenger service, electronic records searches, special mailing or courier services, and costs associated with managing electronically stored information [e.g., scanning, image processing, data collection, database services, web hosting, document summaries, etc.]. We may add an administrative charge to some or all of these costs. The firm's Automated Legal Support Services team may perform some of the services associated with managing electronically stored information. Charges for these services are part of the costs you agree to pay in connection with our representation of you. You will not be billed for long distance telephone charges, facsimile transmissions or standard postage charges. Please note that should your work require secretarial overtime (not caused by a secretary working for another client during the regular work day), you will be charged for such service.

You may be asked to pay certain non-routine expenses directly to the service provider. These may include travel expenses, filing fees, and fees and expenses of independent professionals such as appraisers, accountants, investigators, court reporters, and other consultants and experts. Often, these expenses must be paid in advance. Normally, we will send the charge directly to you for payment or obtain in advance funds from you to pay such costs. While we are under no obligation to do so, we may advance payment of such expenses and subsequently bill you for the charges.

Billing Policy

Usually, you will be billed monthly. For your convenience, the billing statement will describe briefly the matter and legal services performed and will set forth the fees and expenses relating to the legal services provided. The bill typically will contain charges incurred during the prior month. Charges for some expense items such as copy and delivery charges may not be processed and billed until sometime after the expense has been incurred. Bills are due upon receipt, and may be paid by check, wire transfer, Visa, MasterCard or American Express. Any past due amounts will bear interest at twelve percent per year. We strive to provide clear and prompt billing statements. If you have any questions regarding your invoice, please promptly call your responsible attorney or our accounting department.

Advance Fee and Trust Deposits

If required by your Engagement Letter, you must pay in advance an amount equal to our estimate of the fees and costs for some or all of the work contemplated by the scope of the engagement. Any amount remaining at the conclusion of the engagement will be returned to you. If, after commencing work, it appears the advance payment will be insufficient to cover legal fees and costs, you may be asked to advance additional amounts.

If required by your Engagement Letter, you must pay a retainer to secure our availability for a given period of time, which is considered earned by us when paid.

Amounts you pay to us in trust, including advance payments for fees and costs, will be deposited in a trust account that we maintain for the benefit of our clients as required by the Rules of Professional Conduct. Under these rules, if your deposit is not expected to earn a "positive net return" given its size, the expected duration of the deposit and prevailing interest rates (less reasonable bank and
administrative charges), we will place the deposit into a pooled account. The interest earned on this account must be paid to a charitable foundation established by court rule. If your deposit likely will earn a "positive net return", you may request that it be placed into a segregated account and interest earned on that account will be added to your deposit and will be reported by our bank to the Internal Revenue Service as taxable income to you. If you wish us to place such funds into a segregated account for your benefit, you must provide us with your Federal Tax Identification Number.

**Attorney-Client Privilege**

Our attorneys and staff recognize our duty to maintain confidentiality. The attorney-client privilege protects communications between us, whether oral or written, as long as neither of us discloses those communications to anyone else. Privileged communications cannot be used in court without your consent. Therefore, to preserve the privilege and confidentiality of our communications, you should not show our written communications or discuss any oral communications between us with anyone. Furthermore, certain communications and documents prepared in anticipation of litigation are also privileged even if no attorney is involved. Because disputes can arise as to whether certain communications are privileged, if you have any questions regarding what you can do, be sure to seek advice from the lawyer with whom you are working.

We are not acting as your counsel with respect to the provisions of this statement of Terms for Engagement of Services and to do so would be a conflict of interest. If you wish to seek advice from independent counsel of your choice about whether you should agree to these terms, please do so. In addition, if you have any questions or would like additional information, we are happy to discuss this statement with you further. These terms of engagement will govern our relationship, however, unless we reach a different agreement in writing.

We understand that you have selected us not only for our expertise, but also for our reputation as responsive and creative counsel. Be assured that we will strive to live up to your expectations. If you have any questions, please do not hesitate to call.

Seattle: Foster Pepper PLLC  
1111 Third Avenue, Suite 3400  
Seattle, Washington 98101-3299  
Phone: (206) 447-4400 or (800) 995-5902  
Facsimile: (206) 447-9700 or 9283

Spokane: Foster Pepper PLLC  
US Bank Bldg.  
422 West Riverside Avenue, Suite 1310  
Spokane, Washington 99201-0302  
Phone: (509) 777-1600  
Facsimile: (509) 777-1616

Revised: 01/08/13
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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TITLE OF DOCUMENT:
2013 Emergency Management Performance Grant (EMPG), Contract # E14-112

ATTACHMENTS:
Two originals of the 2013 EMPG Contract
Whatcom County Contract Information Sheet
Supporting Memo to County Executive

SEPA review required? ( ) Yes ( X ) 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.)

To enter into a contract with the Washington State Military Department to supplement the WCSO-Division of Emergency Management’s budget to support and enhance its emergency management programs in the amount of $38,791.

Funding is provided by the US Dept of Homeland Security through the Washington State Military Department, contract # E14-112, CFDA# 97.042 EMPG.

The performance period for this contract runs from June 1, 2013 through August 31, 2014.

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

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MEMO

To: Jack Louws, Whatcom County Executive
From: Sheriff Bill Elfo
Director of Emergency Management
Subject: 2013 Emergency Management Performance Grant (EMPG)
Date: October 21, 2013

Enclosed are two originals of the 2013 Emergency Management Performance Grant (EMPG) between Whatcom County Sheriff's Office Division of Emergency Management and the Washington State Military Department for your review and signature. Also included are the Whatcom County Council Agenda Bill, Contract Information Sheet, Signature Authorization Form, the W-9 Form, and the Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form for your signature.

- **Background and Purpose**

The Department of Homeland Security Emergency Management Performance Grant provides funds to local jurisdictions to supplement their emergency management budgets to support and enhance their emergency management programs. EMPG funds are awarded annually.

The EMPG Scope of Work includes deliverable activities routinely performed by the Division of Emergency Management in compliance with WAC 118-30, RCW 38.52, and Whatcom County Code 2.40. DEM's Clerk IV FTE is supported by this grant.

The performance period runs from June 1, 2013 and August 31, 2014.

- **Funding Amount and Source**

$38,791 from the Department of Homeland Security 2013 Emergency Management Performance Grant (EMPG), through the Washington State Military Department, contract number E14-112, CFDA# 97.042 EMPG.

Please contact Kent Catlin or Frances Burkhart at 676-6681 if you have any questions regarding this contract.

Encl.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Sheriff's Office - Division of Emergency Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Kent Catlin</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Washington State Military Department</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 ☑

**Is this a grant agreement?**  Yes ☑  No ☐
If yes, grantor agency contract number(s): E14-112 CFDA # 97.042 EMPG

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

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

**Is this agreement excluded from E-Verify?**  No ☐  Yes ☑
If no, include Attachment D Contractor Declaration form.

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

**Contract Amount:**
- Sum of original contract amount and any prior amendments
  - $ 38,791.00

**This Amendment Amount:**
- $

**Total Amended Amount:**
- $

**Summary of Scope:**
To support and enhance Whatcom County's emergency management program.

**Term of Contract:**

<p>| | | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Expiration Date:</td>
<td>08/31/2014</td>
<td></td>
</tr>
</tbody>
</table>

**Contract Routing Steps & Signoff**

1. **Prepared by:**
   - FB
   - Date: 10/21/2013

2. **Attorney reviewed:**
   - Date: 10/24/13

3. **AS Finance reviewed:**
   - Date: 10/22/13

4. **IT reviewed, if IT related:**
   - Date:

5. **Corrections made:**
   - Date:

6. **Attorney signoff:**
   - Date: 10/24/13

7. **Contractor signed:**
   - Date:

8. **Submitted to Exec Office:**
   - Date: 10/25/13

9. **Council Approved (if required):**
   - Date:

10. **Executive signed:**
    - Date:

11. **Contractor original returned to Dept.:**
    - Date:

12. **County original to Council:**
    - Date:

(RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.)
**Washington State Military Department**

**HOMELAND SECURITY GRANT AGREEMENT FACE SHEET**

<table>
<thead>
<tr>
<th>1. Sub-grantee Name and Address:</th>
<th>2. Grant Agreement Amount:</th>
<th>3. Grant Agreement Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatcom County Sheriff's Office</td>
<td>$38,791</td>
<td>E14-112</td>
</tr>
<tr>
<td>Division of Emergency Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>311 Grand Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bellingham, WA 98225-4048</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Sub-grantee Contact, phone/email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kent Catlin, (360) 777-7160</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:kcatlin@co.whatcom.wa.us">kcatlin@co.whatcom.wa.us</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Grant Agreement Start Date:</td>
<td></td>
<td></td>
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<tr>
<td>June 1, 2013</td>
<td></td>
<td></td>
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<tr>
<td>6. Grant Agreement End Date:</td>
<td></td>
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<tr>
<td>August 31, 2014</td>
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<tr>
<td>7. Department Program Manager, phone/email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sierra Wardell, (253) 512-7121</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:sierra.wardell@mil.wa.gov">sierra.wardell@mil.wa.gov</a></td>
<td></td>
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<tr>
<td>8. Data Universal Numbering System (DUNS):</td>
<td></td>
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<tr>
<td>060044641</td>
<td></td>
<td></td>
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<td>9. UBI # (state revenue):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>370-010-246</td>
<td></td>
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<tr>
<td>10. Funding Authority:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Washington State Military Department (the “DEPARTMENT”) and the U.S. Department of Homeland Security (DHS)</td>
<td></td>
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</tbody>
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<table>
<thead>
<tr>
<th>11. Funding Source Agreement #:</th>
<th>12. Program Index # &amp; OBJ/SUB-OJ</th>
<th>13. CFDA# &amp; Title:</th>
<th>14. TIN:</th>
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<tbody>
<tr>
<td>EMW-2013-EP-00050-001</td>
<td>733PT</td>
<td>97.042 EMPG</td>
<td>91-6001383</td>
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<tbody>
<tr>
<td>40,42</td>
<td>Whatcom</td>
<td>X N/A</td>
<td>Personal Services</td>
</tr>
<tr>
<td>(BY CONGRESSIONAL DISTRICT): 2</td>
<td></td>
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<td>Client Services</td>
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<td>Public/Private/Gov't</td>
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<td>Collaborative Research</td>
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<td>Other</td>
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<td>A/E</td>
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<table>
<thead>
<tr>
<th>19. Contract Type (check all that apply):</th>
<th>20. Sub-Grantee Selection Process:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Contract</td>
<td>X To all who apply &amp; qualify</td>
</tr>
<tr>
<td></td>
<td>□ Competitive Bidding</td>
</tr>
<tr>
<td>X Grant</td>
<td>□ Sole Source</td>
</tr>
<tr>
<td>X Agreement</td>
<td>□ File w/OAFM?</td>
</tr>
<tr>
<td></td>
<td>□ Competitive Bidding</td>
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<td></td>
<td>□ A/E RCFW</td>
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<td>□ N/A</td>
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<thead>
<tr>
<th>21. Sub-Grantee Type (check all that apply):</th>
<th>22. PURPOSE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Private Organization/Individual</td>
<td>Provide U.S. Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG) funds to local jurisdictions and tribes with emergency management programs to support and enhance those programs as described in the Work Plan.</td>
</tr>
<tr>
<td>□ Public Organization/Jurisdiction</td>
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<tr>
<td>□ For-Profit</td>
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<tr>
<td>□ Non-Profit</td>
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<tr>
<td>□ VENDOR</td>
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**IN WITNESS WHEREOF,** the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Milestone Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations
2. Work Plan
3. Special Terms and Conditions
4. General Terms and Conditions, and,
5. Other provisions of the grant agreement incorporated by reference.

WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.

**FOR THE DEPARTMENT:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Dan Swisher, Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>Washington State Military Department</td>
<td></td>
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**FOR THE APPLICANT:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Jack Louws, County Executive</td>
<td></td>
</tr>
</tbody>
</table>

**APPROVED AS TO FORM (if applicable):**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Bill Elto, Sheriff</td>
<td></td>
</tr>
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</table>

**Applciant’s Legal Review:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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Form 10/27/00 kdb

DHS-FEMA-EMPG-FFY 13
SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL
The individuals listed below shall be considered key personnel for point of contact under this Grant Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
<th>Phone</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kent Catlin</td>
<td>Olivia Hollowwa</td>
<td>360-778-7160</td>
<td>253-512-7149</td>
</tr>
<tr>
<td>Deputy Director</td>
<td>Program Coordinator</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:kcatlin@co.whatcom.wa.us">kcatlin@co.whatcom.wa.us</a></td>
<td><a href="mailto:olivia.hollowwa@mil.wa.gov">olivia.hollowwa@mil.wa.gov</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sierra Wardell</td>
<td>Program Manager</td>
<td>360-778-7161</td>
<td>253-512-7121</td>
</tr>
<tr>
<td>Frances Burkhar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EM Program Specialist</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:fburkhar@co.whatcom.wa.us">fburkhar@co.whatcom.wa.us</a></td>
<td><a href="mailto:sierra.wardell@mil.wa.gov">sierra.wardell@mil.wa.gov</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bill Elfo</td>
<td></td>
<td>360-676-6650</td>
<td></td>
</tr>
<tr>
<td>Sheriff / Director</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:belfo@co.whatcom.wa.us">belfo@co.whatcom.wa.us</a></td>
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</tr>
</tbody>
</table>

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS
The Sub-grantee shall comply with all applicable state and federal laws, regulations and program guidance. A non-exclusive list of laws, regulations and guidance commonly applicable to DHS/FEMA grants are listed here for reference only, and include, but are not limited to, the following:


3. Grant funds will not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Sub-grantee, upon written request by the Department, DHS or FEMA, shall demonstrate through supporting records and documentation that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

4. Duplication of Benefits: There may not be a duplication of any Federal assistance by governmental entities per 2 CFR Part 225, Appendix A, Basic Guidelines, Section C.3 (c), which states: "Any cost allocable to a particular Federal award or cost objective under the principles provided for in 2 CFR Part 225 may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons." However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with

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existing program agreements. Non-governmental entities are also subject to this prohibition per 2 CFR Parts 220 and 230 and 48 CFR Part 31.2.

5. The Sub-grantee shall comply with all applicable federal laws, regulations and guidance referenced in the “FY 2013 Emergency Management Performance Grants (EMPG) Program, Funding Opportunity Announcement (FOA)”, which can be found at http://www.fema.gov/preparedness-non-disaster-grants and are hereby incorporated in and made a part of this Agreement.

6. The Sub-grantee shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department Attachment #1 attached to and made a part of this Agreement.

ARTICLE III – REIMBURSEMENT/INVOICING PROCEDURES

1. This is a fixed price, reimbursement Grant Agreement. Within the total Grant Agreement amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Grant Agreement. Any travel or subsistence reimbursement allowed under the Grant Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at http://www.gsa.gov without prior written approval by Department key personnel.

2. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Grant Agreement must be maintained by the Sub-grantee and be made available upon request by the Department, and local, state, or federal auditors.

3. The Sub-grantee will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice form and reimbursement spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to HLS.Reimbursements@mil.wa.gov at least quarterly but not more frequently than monthly.

4. All work under this Agreement must end on or before the Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Agreement End Date. The maximum amount of all reimbursement requests permitted to be submitted under this Grant Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

5. No equipment or supply costs will be reimbursed until the related equipment/supplies have been received by the Sub-grantee and invoiced by the vendor.

6. Requests for reimbursement of equipment purchases must include a copy of the vendor’s invoice and packing slip or a statement signed and dated by the Sub-grantee’s authorized representative that states “all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements”.

7. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline and the Work Plan) will prohibit the Sub-grantee from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.

8. Final reimbursement requests will not be approved for payment if the Sub-grantee is not current with all reporting requirements contained in this Agreement.
ARTICLE IV – REPORTING REQUIREMENTS
1. The Sub-grantee shall submit with each reimbursement request a report describing completed Work Plan activities for which reimbursement is sought.

2. In conjunction with the next annual grant cycle application process, the Sub-grantee shall submit to the Department's key personnel a final report describing all completed activities under this Grant Agreement and new activities for which grant funding will be sought in the upcoming grant cycle's Work Plan. If a Sub-grantee will not be applying for grant funding during the next annual grant cycle application process, a final report will be submitted to the Department detailing progress on all activities listed in the Work Plan.

3. Additionally, in conjunction with the final report, the Sub-grantee shall submit a separate report detailing how the Exercise and Training requirements were met for all personnel funded in any part through any source of funding under this Agreement.

ARTICLE V – EQUIPMENT MANAGEMENT
All equipment purchased under this Grant Agreement, by the Sub-grantee or a contractor, will be recorded and maintained in the Sub-grantee's equipment inventory system.

1. Upon successful completion of the terms of this Grant Agreement, all equipment purchased through this Grant Agreement will be owned by the Sub-grantee, or a recognized sub-recipient for which a contract, sub-Grant Agreement, or other means of legal transfer of ownership is in place.

2. The Sub-grantee, or a recognized sub-grantee/sub-contractor, shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment including all questions of liability. The Sub-grantee shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition.

3. The Sub-grantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.

4. Records for equipment shall be retained by the Sub-grantee for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Sub-grantee until all litigation, claims, or audit findings involving the records have been resolved.

5. The Sub-grantee shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Sub-grantee to determine the cause of the difference. The Sub-grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

6. The Sub-grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.

7. If the Sub-grantee is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

8. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
a. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the Sub-grantee with no further obligation to the awarding agency.

b. Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the Sub-grantee shall compensate the Federal-sponsoring agency for its share.

9. As recipient of federal funds the Sub-grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Grant Agreement.

10. Allowable equipment categories for the FY 2013 EMPG program are listed on the web-based version of the Authorized Equipment List (AEL) located at the Responder Knowledge Base at http://www.rkb.us/. Reimbursement will only be provided for equipment that (1) is on the AEL or, (2) if not on the AEL, has received prior written approval from FEMA through the Department; Sub-grantees must contact the Department representative for assistance in seeking FEMA approval for equipment not on the AEL. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or FEMA adopted standards to be eligible for purchase using EMPG funds. In addition, Sub-grantees must obtain and maintain all necessary certifications and licenses for the equipment. Sub-grantees are solely responsible for ensuring equipment eligibility.

ARTICLE VI – ENVIRONMENTAL AND HISTORICAL PRESERVATION
1. The Sub-grantee shall ensure full compliance with FEMA’s Environmental and Historic Preservation (EHP) Program.

2. The Sub-grantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The Sub-grantee is advised that any project or expenditure with the potential to impact natural or biological resources or historic properties, including but not limited to, communication towers, physical security enhancements, new construction, renovation, or modification to buildings or structures, cannot be initiated until FEMA has completed the required EHP review. Projects implemented prior to receiving EHP approval from FEMA risk de-obligation of funds.

ARTICLE VII – PROCUREMENT
The Sub-grantee shall comply with all procurement requirements of 44 CFR Part 13.36, Procurement. All sole source contracts expected to exceed $100,000 must be submitted to the Department for review and approval prior to the Sub-grantee’s award and execution of a contract. This requirement must be passed on to all of the Sub-grantee’s sub-contractors, at which point the Sub-grantee will be responsible for reviewing and approving their sub-contractors’ sole source justifications.

ARTICLE VIII – SUB-GRAANTEE MONITORING
1. The Department will monitor the activities of the Sub-grantee from award to closeout. The goal of the Department’s monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. As a subrecipient of federal financial assistance under Circular A-133, the Sub-grantee shall complete and return to the Department Attachment #2 “OMB Circular A-133 Audit Certification Form” with the signed Grant Agreement and each fiscal year thereafter until the Grant Agreement is closed, which Form is incorporated in and made a part of this Agreement.

2. Monitoring activities may include, but are not limited to:
   a. review of performance reports;
   b. monitoring and documentation the completion of Grant Agreement deliverables;
c. documentation of phone calls, meetings, e-mails and correspondence;
d. review of reimbursement requests and supporting documentation to ensure allowability
   and consistency with Grant Agreement budget and federal requirements;
e. observation and documentation of Grant Agreement related activities, such as
   exercises, training, funded events and equipment demonstrations;
f. on-site visits to review equipment records and inventories, to verify source
documentation for reimbursement requests and performance reports, and to verify
completion of deliverables.

3. As a sub-recipient of federal funds, the Sub-grantee is required to meet or exceed the
monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-
recipients who receive pass-through funding from this Agreement.

ARTICLE IX – NIMS COMPLIANCE
1. The National Incident Management System (NIMS) identifies concepts and principles that
answer how to manage emergencies from preparedness to recovery regardless of their
cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and
vocabulary for multiple agencies or jurisdictions to work together to build, sustain and
deliver the core capabilities needed to achieve a secure and resilient nation.
Consistent implementation of NIMS provides a solid foundation across jurisdictions and
disciplines to ensure effective and integrated preparedness, planning, and response. NIMS
empowers the components of the National Preparedness System, a requirement of
Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector
and describes the planning, organizing, equipping, training and exercising needed to build
and sustain the core capabilities in support of the National Preparedness Goal.

2. The Sub-grantee agrees that in order to receive Federal Fiscal Year 2013 (FFY13) federal
preparedness funding, to include EMPG, the National Incident Management System
(NIMS) compliance requirements for 2013 must be met.

ARTICLE X – EMPG SPECIFIC REQUIREMENTS
1. The Washington State Military Department Emergency Management Division (EMD)
receives grant funding each year from the U.S. Department of Homeland Security
(DHS)/Federal Emergency Management Agency (FEMA) through the Emergency
Management Performance Grant (EMPG) Program. The funding assists state and local
governments enhance and sustain all-hazards emergency management capabilities as
authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public

2. A portion of the FFY13 EMPG grant has been identified by the state to be passed through
to local jurisdictions and tribes, which have emergency management programs, to
supplement their local/tribal operating budgets. Each jurisdiction or tribe that applied and
met the qualifications specified in WAC 118-09 regarding emergency management
assistance funds was awarded a sub-grant based on the size of their agency's emergency
management operating budget. Funds will be used by local jurisdictions and tribes to
enhance their emergency management capability.

3. Funds are provided by DHS/FEMA solely for the use of supporting emergency
management programs as provided by the EMPG Program. The Sub-grantee shall use the
funds to perform tasks as described in the Work Plan of the Sub-grantee's application for
funding, as approved by the Department. Funding may not be used to replace or supplant
existing local or tribal government funding of emergency management programs.

4. The Sub-grantee shall provide a match of $38,791 of non-federal origin. Match (cost share)
may be cash or in-kind. To meet matching requirements, the Sub-grantee contributions
must be reasonable, allowable, allocable, and necessary under the grant program and
must comply with all Federal requirements and regulations, including but not limited to 2
must be in place to capture, track, and document match.
5. The Sub-grantee acknowledges that since this Grant Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Grant Agreement prior to distribution of appropriated federal funds.

The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or are not appropriated in a particular amount.

6. Exercises that are implemented with grant funds must meet the requirements of the FFY13 EMPG Program. All personnel funded in any part through any source of funding under this Agreement shall participate in no less than three exercises in a 12-month period.

7. All personnel funded in any part through any source of funding under this Agreement shall complete the following training requirements and record proof of completion: NIMS Training IS 100, IS 200, IS 700, and IS 800 and the FEMA Professional Development Series IS 120, IS 230, IS 235, IS 240, IS 241, IS 242, and IS 244.

8. Cumulative changes to budget categories in excess of 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department. In no case shall the total budget amount exceed the Grant Agreement amount. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

9. As a recipient of federal financial assistance under this Agreement, the Sub-grantee shall comply with all applicable state and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:
   a. All applicable state and federal statutes, regulations, executive orders and guidelines relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794), which prohibits discrimination on the basis of disability; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C §§6101 et seq.), which prohibits discrimination on the basis of age; (f) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (g) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (h) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.

   b. All applicable state and federal statutes, regulations, executive orders and guidelines relating to environmental and historical preservation, including but not limited to the following: (a) the Coastal Wetlands Planning, Protection and Restoration Act of 1990, as amended (16 U.S.C. 3951 et seq.), Executive Order 11990 and 44 CFR Part 9; (b) the Clean Air Act of 1970, as amended (42 U.S.C. §7401 and the Clean Water Act of 1977, as amended (38 U.S.C. §§ 1251-1387) and Executive Order 11738; (c) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972, as amended (P.L. 92-583, 16 U.S.C. §§1451 et seq.); (d) the National Environmental Policy Act, as amended (42 U.S.C. §4321); (e) the Safe Drinking Water Act of 1974, as amended
(g) the National Historic Preservation Act, as amended (PL 89-665, 16 U.S.C. §470 et seq.) and 36 CFR Part 800.


d. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) and 2 CFR §175.


10. The Sub-grantee must obtain DHS approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

11. The Sub-grantee must comply with any Federal requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

12. If, during the past three years, the Sub-grantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-grantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Department for forwarding to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Sub-grantee, or the Sub-grantee settles a case or matter alleging such discrimination, the Sub-grantee must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

13. The Sub-grantee must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

14. If the Sub-grantee collects personally identifiable information (PII), the Sub-grantee must have a publically-available policy that describes what PII is collected, how the PII is used, whether the PII is shared with third parties, and how individuals may have their PII corrected as necessary.

15. The Sub-grantee and any of its sub-recipients are required to be non-delinquent in repayment of any Federal debt.
A.1 DEFINITIONS
As used throughout this Grant Agreement, the following terms will have the meaning set forth below:

a. "Department" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.

b. "Sub-grantee" means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term “Sub-grantee” and “Contractor” may be used interchangeably in this Agreement.

c. "Sub-grantee Agent" means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.

d. "Grantee" means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the DEPARTMENT are one and the same.

e. "Monitoring Activities" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.

f. "Investment Justification" means grant application investment justification submitted by the sub-grantee describing the project for which federal funding is sought and provided under this Grant Agreement. Such grant application investment justification is hereby incorporated into this Grant Agreement by reference.

g. "PL" – is defined and used herein to mean the Public Law.

h. "CFR" – is defined and used herein to mean the Code of Federal Regulations.

i. "OMB" – is defined and used herein to mean the Office of Management and Budget.

j. "WAC" – is defined and used herein to mean the Washington Administrative Code.

k. "RCW" – is defined and used herein to mean the Revised Code of Washington.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)
Non-federal entities, as subrecipients of a federal award, that spend $500,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than $500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at http://www.omb.gov.

SUB-GRANTEES that qualify as subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised...
Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The SUB-GRANTEE has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

The SUB-GRANTEE shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The SUB-GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The SUB-GRANTEE must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUB-GRANTEE all disallowed costs resulting from the audit.

Once the single audit has been completed, the SUB-GRANTEE must send a full copy of the audit to the DEPARTMENT and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The SUB-GRANTEE must send the audit and the letter no later than nine (9) months after the end of the SUB-GRANTEE’s fiscal year(s) to:

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

In addition to sending a copy of the audit, the SUB-GRANTEE must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If SUB-GRANTEE claims it is exempt from the audit requirements of Circular A-133, SUB-GRANTEE must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUB-GRANTEE fiscal year(s) to:

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUB-GRANTEE shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the SUB-GRANTEE’s failure to comply with said audit requirements may result in one or more of the following actions in the Department’s sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.
A.3 ADVANCE PAYMENTS PROHIBITED
The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. SUB-GRANTEE shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS
The SUB-GRANTEE or the DEPARTMENT may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUB-GRANTEE. No other understandings or agreements, written or oral, shall be binding on the parties.

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

A.6 ASSURANCES
DEPARTMENT and SUB-GRANTEE agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY
As federal funds are a basis for this Grant Agreement, the SUB-GRANTEE certifies that the SUB-GRANTEE is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the DEPARTMENT, the SUB-GRANTEE shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the SUB-GRANTEE for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the SUB-GRANTEE agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUB-GRANTEE certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUB-GRANTEE may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The SUB-GRANTEE also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (http://www.lni.wa.gov/Trades_Licensing/Prev_Wage/Awarding_Agencies/DebarredContractors/).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING
As required by 10 CFR Part 601, the Sub-grantee hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Sub-grantee to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,
continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the Sub-grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Sub-grantee will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST
No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUB-GRANTEE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUB-GRANTEE who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The SUB-GRANTEE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES
The SUB-GRANTEE and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the SUB-GRANTEE's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The SUB-GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.11 DISCLOSURE
The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUB-GRANTEE's responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.
A.12 **DISPUTES**
Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 **LEGAL RELATIONS**
It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUB-GRANTEE, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUB-GRANTEE, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUB-GRANTEE, or SUB-GRANTEE's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.14 **LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE**
The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUB-GRANTEE Agent or Alternate for the SUB-GRANTEE Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives.
Further, only the Authorized Signature representative or Alternate for the SUB-GRANTEE shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 **LOSS OR REDUCTION OF FUNDING**
In the event 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 normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a “Termination for Cause” without providing the SUB-GRANTEE an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under “Amendments and Modifications” to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 **NONASSIGNABILITY**
Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the SUB-GRANTEE.

A.17 **NONDISCRIMINATION**
The SUB-GRANTEE shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.18 **NOTICES**
The SUB-GRANTEE shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.19 **OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHAWISHA)**
The SUB-GRANTEE represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUB-GRANTEE’s performance under this Grant Agreement. To the extent allowed by law, the SUB-GRANTEE further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys’ fees assessed against the DEPARTMENT, as a result of the failure of the SUB-GRANTEE to so comply.

A.20 **OWNERSHIP OF PROJECT/CAPITAL FACILITIES**
The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUB-GRANTEE. The SUB-GRANTEE shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 **POLITICAL ACTIVITY**
No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.
A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION
The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY
The SUB-GRAANTEE agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUB-GRAANTEE agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUB-GRAANTEE may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION
In the event the SUB-GRAANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the SUB-GRAANTEE of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees.

A.25 RECORDS
a. The SUB-GRAANTEE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUB-GRAANTEE's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").

b. The SUB-GRAANTEE's records related to this Grant Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUB-GRAANTEE with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.

c. The records shall be made available by the SUB-GRAANTEE for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUB-GRAANTEE's normal working day.

d. The SUB-GRAANTEE shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.
A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUB-GRANTEE with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the SUB-GRANTEE. The DEPARTMENT undertakes no responsibility to the SUB-GRANTEE, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUB-GRANTEE, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUB-GRANTEE shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUB-GRANTEE shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUB-GRANTEE in connection with the project.

The SUB-GRANTEE shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys’ fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.28 SUB-CONTRACTING

The SUB-GRANTEE shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE.

Sub-Grantees must comply with the following provisions regarding procurement, and all Sub-Grantee contracts with sub-contractors or sub-recipients must contain the following provisions regarding procurement, per 44 CFR Part 13.36(i):

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).

2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000).


5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).

6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

7. Notice of awarding agency requirements and regulations pertaining to reporting.

8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of $100,000).


The DEPARTMENT reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The Sub-Grantee must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Sub-Grantee and DEPARTMENT to make a determination on eligibility of project costs.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.29 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The SUB-GRANTEE, and/or employees or agents performing under this Grant Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUB-GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, nor will the SUB-GRANTEE make any claim, demand, or application to or
for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen’s Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUB-GRANTEE is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Grant Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Grant Agreement, the SUB-GRANTEE shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUB-GRANTEE or its staff required by statute or regulation that are applicable to Grant Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Grant Agreement, the SUB-GRANTEE may terminate this Grant Agreement by providing written notice of such termination to the DEPARTMENT’s Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUB-GRANTEE. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds. In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUB-GRANTEE has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUB-GRANTEE unable to perform any aspect of the Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The DEPARTMENT may notify the SUB-GRANTEE in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT’s discretion. Any time allowed for cure shall not diminish or eliminate the SUB-GRANTEE’s liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUB-GRANTEE an opportunity to cure, the DEPARTMENT shall notify the SUB-GRANTEE in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Grant Agreement may be terminated in whole or in part.
The DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUB-GRANTEE, if allowed, or pending a decision by the DEPARTMENT to terminate the Grant Agreement in whole or in part.

In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUB-GRANTEE: (1) was not in default or material breach, or (2) failure to perform was outside of the SUB-GRANTEE’s control, fault or negligence, the termination shall be deemed to be a “Termination for Convenience”.

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Grant Agreement, the SUB-GRANTEE shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the DEPARTMENT may require the SUB-GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUB-GRANTEE the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Grant Agreement termination, and the amount agreed upon by the SUB-GRANTEE and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUB-GRANTEE for termination. The DEPARTMENT may withhold from any amounts due the SUB-GRANTEE such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUB-GRANTEE shall:

a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;

c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUB-GRANTEE under the orders and sub-contracts so terminated, in which case the DEPARTMENT
has the right, at its discretion, to settle or pay any or all claims arising out of the
termination of such orders and sub-contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders
and sub-contracts, with the approval or ratification of the DEPARTMENT to the
extent the DEPARTMENT may require, which approval or ratification shall be final for
all the purposes of this clause;

e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to
the extent directed by the DEPARTMENT any property which, if the Grant Agreement
had been completed, would have been required to be furnished to the
DEPARTMENT;

f. Complete performance of such part of the work as shall not have been terminated by
the DEPARTMENT in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the DEPARTMENT may require, for
the protection and preservation of the property related to this Grant Agreement which
is in the possession of the SUB-GRANTEE and in which the DEPARTMENT has or
may acquire an interest.

A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT
Unless the Grant Agreement specifically provides for different rates, any travel or
subsistence reimbursement allowed under the Agreement shall be paid in accordance
with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or
amended. The SUB-GRANTEE may be required to provide to the Department copies of
receipts for any travel related expenses other than meals and mileage (example:
parking) that are authorized under this Agreement.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)
The SUB-GRANTEE is encouraged to utilize business firms that are certified as
minority-owned and/or women-owned in carrying out the purposes of this Grant
Agreement. The SUB-GRANTEE may set utilization standards, based upon local
conditions or may utilize the state of Washington MWBE goals, as identified in WAC
326-30-041.

A.36 WAIVERS
No conditions or provisions of this Grant Agreement can be waived unless approved in
advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon
strict performance of any provision of the Grant Agreement or to exercise any right
based upon a breach thereof, or the acceptance of any performance during such breach,
shall not constitute a waiver of any right under this Grant Agreement.

A.37 VENUE
This Grant Agreement shall be construed and enforced in accordance with, and the
validity and performance shall be governed by, the laws of the state of Washington.
Venue of any suit between the parties arising out of this Grant Agreement shall be the
Superior Court of Thurston County, Washington. The SUB-GRANTEE, by execution of
this Grant Agreement acknowledges the jurisdiction of the courts of the State of
Washington.
FFY13 Emergency Management Performance Grant

WORK PLAN

<table>
<thead>
<tr>
<th>Emergency Management Agency</th>
<th>Whatcom County Sheriff's Office DEM</th>
</tr>
</thead>
</table>

**Required Activities for EMPG eligibility**

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention; protection; response; recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be conducted in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan and be NIMS compliant.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>Emergency Management Activity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Training &amp; Exercise</td>
</tr>
<tr>
<td>Core Capability</td>
<td>Operational Coordination</td>
</tr>
<tr>
<td></td>
<td>Community Resilience</td>
</tr>
<tr>
<td>General Plan for 13EMPG:</td>
<td>Conduct three training exercises in support of Whatcom County Emergency Management Council member jurisdictions that address incident response and coordination.</td>
</tr>
<tr>
<td></td>
<td>Conduct two ICS training courses (ICS-300 and ICS-400) for first responders and community.</td>
</tr>
<tr>
<td></td>
<td>Conduct one training exercise for Whatcom County Community Organizations Active in Disasters (COAD), educating them on their support role within EOC response members.</td>
</tr>
<tr>
<td>2</td>
<td>Planning</td>
</tr>
<tr>
<td>Core Capability</td>
<td>Planning</td>
</tr>
<tr>
<td></td>
<td>Mass Search and Rescue Operations</td>
</tr>
<tr>
<td>General Plan for 13EMPG:</td>
<td>Maintain planning schedule by continuing updates to the Whatcom County CEMP, HAZMAT, Hazard Mitigation, and Recovery Plans.</td>
</tr>
<tr>
<td></td>
<td>Facilitate in collecting and processing volunteer background checks.</td>
</tr>
<tr>
<td></td>
<td>Facilitate in obtaining mission number requests from volunteer groups and Search and Rescue organizations.</td>
</tr>
<tr>
<td>3</td>
<td>Community Notification Development</td>
</tr>
<tr>
<td>Core Capability</td>
<td>Public Information and Warning</td>
</tr>
<tr>
<td></td>
<td>Environmental Response/ Health and Safety</td>
</tr>
<tr>
<td>General Plan for 13EMPG:</td>
<td>Continue to update and enhance our reverse 911 system.</td>
</tr>
<tr>
<td></td>
<td>Continue to update our social media sites and our social media campaigns.</td>
</tr>
<tr>
<td></td>
<td>Refine how we communicate with private sector chemical producers and how they message the public during events at their facilities.</td>
</tr>
<tr>
<td>4</td>
<td><strong>Emergency Management Activity:</strong></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td></td>
<td>Tsunami Mapping Project</td>
</tr>
<tr>
<td><strong>Core Capability</strong></td>
<td>Threat and Hazard Identification</td>
</tr>
<tr>
<td></td>
<td>Long-term Vulnerability Reduction</td>
</tr>
<tr>
<td><strong>General Plan for 13EMPG:</strong></td>
<td>Identify tsunami flood areas, evacuation routes, and muster locations for the Birch Bay community.</td>
</tr>
<tr>
<td></td>
<td>Develop a map identifying the tsunami flood areas, evacuation routes, and muster locations for the Birch Bay community.</td>
</tr>
<tr>
<td></td>
<td>Post signage and distribute flyers regarding the evacuation routes and muster locations for the Birch Bay community.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5</th>
<th><strong>Emergency Management Activity:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Emergency Group Meetings/Seminars</td>
</tr>
<tr>
<td><strong>Core Capability</strong></td>
<td>Public and Private Services and Resources</td>
</tr>
<tr>
<td></td>
<td>Environmental Response/ Health and Safety</td>
</tr>
<tr>
<td><strong>General Plan for 13EMPG:</strong></td>
<td>Maintain schedule and facilitate our Local Emergency Planning Committee (LEPC) meetings.</td>
</tr>
<tr>
<td></td>
<td>Maintain schedule and facilitate our Incident Management Team seminars.</td>
</tr>
<tr>
<td></td>
<td>Maintain schedule and facilitate our HAZMAT Working Group meetings.</td>
</tr>
<tr>
<td>MILESTONE</td>
<td>TASK</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>June 1, 2013</td>
<td>Start of Grant Agreement performance period.</td>
</tr>
<tr>
<td>January 31, 2014</td>
<td>Submit reimbursement request #1 (June 1 – December 31, 2013)</td>
</tr>
<tr>
<td>April 30, 2014</td>
<td>Submit reimbursement request #2 (January 1 – March 31, 2014)</td>
</tr>
<tr>
<td>August 31, 2014</td>
<td>End of grant performance period.</td>
</tr>
<tr>
<td>October 15, 2014</td>
<td>Submit final reimbursement request (April 1 – August 31, 2014),</td>
</tr>
<tr>
<td></td>
<td>additional reports, and/or deliverables.</td>
</tr>
</tbody>
</table>
Budget Sheet
FFY13 Emergency Management Performance Grant Program

<table>
<thead>
<tr>
<th>Solution Area</th>
<th>Budget Category</th>
<th>Amount</th>
<th>Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Salaries &amp; Benefits</td>
<td>$38,791</td>
<td>Clerk IV FTE</td>
</tr>
<tr>
<td></td>
<td>Overtime/Backfill</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Consultants/Contractors</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goods &amp; Services</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Travel/Per Diem</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Indirect</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>$38,791</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL Grant Agreement Contract**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$38,791</td>
</tr>
</tbody>
</table>

- Whatcom County will provide a match of $38,791, 50% of the total project cost (local/tribal budget plus EMPG award), of non-federal origin.
- Cumulative changes to budget categories in excess of 10% of the grant agreement award will not be reimbursed without prior written authorization from the Department.
- This award will not be used to supplant the local/tribal funds.
- The Department’s Reimbursement Spreadsheet will accompany each reimbursement request submitted.
- The Sub-grantee agrees to make all records available to Military Department staff, upon request.

Funding Source: U.S. Department of Homeland Security - PH# 733PT – EMPG
ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET
For Compliance With The

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements, and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below $25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are required by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for each contract for the State’s submission in to the FFATA portal.

ADDITIONAL PROVISIONS

A. This grant agreement contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this grant agreement contract, the sub-grantee agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.

B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than $25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below $25,000 but subsequent grant modifications result in a total subaward equal to or over $25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds $25,000. If the initial subaward equals or exceeds $25,000 but funding is subsequently de-obligated such that the total award amount falls below $25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

D. As a Federal grant subawardee under this grant agreement contract, your organization is required by FFATA, OMB Guidance and this grant agreement contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.

1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, http://www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (http://www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.
E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards; and

2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

"Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.
**WORKSHEET**

**Subrecipient Agency:** Whatcom County

**Grant and Year:** EMPG-2013  
**Agreement Number:** E14-112

**Completed by:** 
**Name:** 
**Title:** Program Specialist 
**Telephone:** 360-76-7161

**Date Completed:**

### STEP 1

Is your grant agreement less than $25,000?  
- **YES** 
  - STOP, no further analysis needed, GO to Step 6  
- **NO**  
  - GO to Step 2

### STEP 2

In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?  
- **YES**  
  - GO to STEP 3  
- **NO**  
  - STOP, no further analysis needed, GO to Step 6

### STEP 3

In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding?  
- **YES**  
  - GO to STEP 4  
- **NO**  
  - STOP, no further analysis needed, GO to Step 6

### STEP 4

Does the public have access to information about the total compensation* of senior executives in your organization?  
- **YES**  
  - STOP, no further analysis needed, GO to step 6  
- **NO**  
  - GO to STEP 5

### STEP 5

| Executive #1 | Name: | Total Compensation amount: $ |
| Executive #2 | Name: | Total Compensation amount: $ |
| Executive #3 | Name: | Total Compensation amount: $ |
| Executive #4 | Name: | Total Compensation amount: $ |
| Executive #5 | Name: | Total Compensation amount: $ |

### STEP 6

If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: For Example: "Our organization received less than $25,000.* Whatcom County received less than 30% of its annual gross revenue from federal funding.

**Signature:** 

**Date:** 10/22/2013

* Total compensation refers to:  
- Salary and bonuses  
- Awards of stock, stock options, and stock appreciation rights  
- Other compensation including, but not limited to, severance and termination payments  
- Life insurance value paid on behalf of the employee

Additional Resources:  
http://www.whitehouse.gov/omb/open  
http://www.hrsa.gov/grants/ffata.html  
http://www.grants.gov/
# OMB Circular A-133 Audit Certification Form

## Audits of States, Local Governments, and Non-Profit Organizations

### Contact Information

<table>
<thead>
<tr>
<th>Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization):</th>
<th>Whatcom County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Financial Official:</td>
<td>Brad Bennett</td>
</tr>
<tr>
<td>Address:</td>
<td>311 Grand Ave, Bellingham, WA 98225</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:bbennett@co.whatcom.wa.us">bbennett@co.whatcom.wa.us</a></td>
</tr>
<tr>
<td>Phone #:</td>
<td>360-676-6734</td>
</tr>
</tbody>
</table>

### Purpose:
As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending $500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at [http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf), and it should be consulted when completing this form.

### Directions:
As required by OMB Circular A-133, non-federal entities that expend $500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is not subject to A-133 requirements, you must complete Section A of this form. If your entity is required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

### SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply):

- [ ] We did not expend $500,000 or more of total federal awards during the fiscal year.
- [ ] We are a for-profit agency.
- [ ] We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

### SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133

(Complete the information below and check the appropriate box)

- [X] We completed our last A-133 Audit on [enter date] for Fiscal Year ending [enter date]. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.
  
  A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at: [http://www.sao.wa.gov/auditreports/auditreportfiles/ar1010488.pdf](http://www.sao.wa.gov/auditreports/auditreportfiles/ar1010488.pdf)

- [ ] We completed our last A-133 Audit on [enter date] for Fiscal Year ending [enter date]. There were findings related to federal awards.
  
  A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at: [http://www.____________.](http://www.____________.)

- [ ] Our completed A-133 Audit will be available on [enter date] for Fiscal Year ending [enter date]. We will forward a copy of the audit report to you at that time until it will be available online at: [http://www.____________.](http://www.____________.)

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from MIL/EMD until the grant agreement contract is closed.

**Signature of Authorized Financial Official:**

**Date:** 11/23/18

**Print Name & Title:** Brad Bennett, Finance Manager

VMD Form 1009-13, 8/19/2013
State of Washington Department of Ecology Grant Agreement G1400325
Northwest Straits Project: Marine Resources Committee (MRC) Operations and Projects

ATTACHMENTS:

Contract information sheet, memo, and grant agreement

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

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

This grant agreement will be used to fund administrative and action projects for the Whatcom County Marine Resources Committee. Action projects include community education and outreach and monitoring.

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, Public Works Director

FROM: Chris Brueske, P.E. Assistant Director
       Gary Stoyka, Natural Resources Manager

RE: State of Washington Department of Ecology Grant Agreement G1400325
Northwest Straits Project: Marine Resources Committee (MRC) Operations and Projects

DATE: October 21, 2013

Please find enclosed for your review and signature three (3) originals of Grant Agreement No. G1400325, Northwest Straits Project: Marine Resources Committee (MRC) Operations and Projects, between the Washington State Department of Ecology (DOE) and Whatcom County for the sum of $68,259.

- **Background and Purpose**
  This grant agreement will fund administrative and action projects for the Whatcom County MRC including community education and outreach and biological surveys.

  The administrative portion of the budget will fund the continuation of an existing position to support the MRC with meeting coordination, contract administration, consultant management, project implementation, and monitoring.

- **Funding Amount and Source**
  This grant agreement with DOE provides the County with $68,259 for administrative and technical support to the MRC and to implement action projects. No match is required.

Please contact Erika Douglas at extension 50692 if you have any questions regarding this agreement.

Enclosures
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works- Natural Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Erika Douglas</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Washington State Department of Ecology</td>
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</table>

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes ☒ No ☐</th>
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<tbody>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes ☐ No ☒</td>
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<tr>
<td>If Amendment or Renewal, Original Contract #</td>
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<tr>
<td>Does contract require Council Approval?</td>
<td>Yes ☒ No ☐</td>
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<table>
<thead>
<tr>
<th>Is this a grant agreement?</th>
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<tbody>
<tr>
<td>If yes, grantor agency contract number(s)</td>
<td>G1400325 CFDA # 66.456</td>
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<table>
<thead>
<tr>
<th>Is this contract funded?</th>
<th>Yes ☐ No ☒</th>
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<tbody>
<tr>
<td>If yes, associated Whatcom County grant contract number(s)</td>
<td></td>
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<table>
<thead>
<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Contract</th>
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<tbody>
<tr>
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<td>If yes, RFP and Bid number(s)</td>
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</table>

<table>
<thead>
<tr>
<th>Is this agreement excluded from E-Verify?</th>
<th>No ☐ Yes ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no, include Attachment D Contractor Declaration form.</td>
<td></td>
</tr>
</tbody>
</table>

If yes, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional ☐
- Contract work is for less than 120 days ☐
- Contract less than $100,000. ☐
- Contract for Commercial off the shelf items (COTS) ☐
- Contract work is all performed outside U.S. ☐
- Work related subcontract less than $25,000. ☐
- Interlocal Agreement (between Gov't's) ☒
- Public Works - Local Agency/Federally Funded FHWA ☐

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

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

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.

Summary of Scope: This grant agreement will be used to fund administrative and action projects for the Whatcom County Marine Resources Committee. Action projects include community education and outreach and monitoring.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
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<tr>
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<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff</th>
<th>Sign or Initial</th>
<th>Indicate date transmitted</th>
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</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td>EDouglas</td>
<td>Date: 10/25/13</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>Daniel L. Gibson</td>
<td>Date: 10/28/13</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>bbennett</td>
<td>Date: 10/28/13</td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>Daniel L. Gibson</td>
<td>Date: 10/28/13 10/29/13</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>
Grant Agreement No. G1400325

between the

State of Washington Department of Ecology and

Whatcom County

Northwest Straits Project: Whatcom Marine Resources Committee (MRC) Operations and Projects

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, (PO Box 47600, Olympia, Washington, 98504-7690) hereinafter referred to as "ECOLOGY" and Whatcom County, hereinafter referred to as the "Recipient" or "MRC" to carry out the activities described herein.

Recipient Name: Whatcom County
322 N Commercial Street
Bellingham, WA 98225

Project Coordinators: Erika Douglas
Phone: 360-676-6876
e-mail: edouglas@co.whatcom.wa.us

Fiscal Contact: Shonda Shipman
Phone: 360-676-6876
e-mail: sshipman@co.wahtcom.wa.us

Payee on Warrant: Whatcom County
Address as above

Project Officer for the Department: Sasha Horst
NW Straits Commission/Dept of Ecology
10441 Bayview-Edison Road
Mount Vernon WA 98273
Phone: 360-428-1084
e-mail: horst@nwstraits.org

The source of funds provided by Ecology is federal Environmental Protection Agency funding through the Puget Sound Partnership Technical Investigations and Implementation, CFDA #66.456. These funds are subject to congressional actions.

Total Eligible Project Cost: $68,259
Total State Share: $68,259
Local Match: 0

The start date of this agreement is September 1, 2013; the end date is August 31, 2014.
Scope of Work

Project Title: Whatcom Marine Resources Committee Operations and Projects

Description: This grant will be used to fund the Whatcom County Marine Resources Committee’s (MRC) operations and projects for 2013-2014.

In performing the following tasks, the RECIPIENT shall comply with the local Shoreline Master Program, local Growth Management Act Comprehensive Plan, SEPA and zoning ordinances. If GIS work or environmental measurement data is to be collected under this agreement, refer to paragraphs B1 and B2 of Special Terms and Conditions of this agreement for compliance with Ecology standards.

Work Program: The following tasks will be completed under this agreement:

TASK 1: MRC Operations

1.1 MRC Meetings and Communication: schedule and hold regular meetings of the MRC; prepare and distribute agenda; prepare and distribute meeting minutes; invite speakers on topics of community interest; and other logistical and communication functions as needed. Provide summary of activities for MRC representative to share at Northwest Straits Commission (NWSC) meetings.

1.2 Grant administration: Prepare progress reports, final report and completion report for Northwest Straits Commission; track and administer budget; document matching funds and volunteer time; perform contract management; and prepare grant applications for MRC projects.

1.3 MRC Web Site: Existing MRC web site will be maintained and regularly updated with notices of upcoming meetings and agendas and other timely and relevant information.

1.4 Annual Report: This report will summarize MRC activities and progress on projects, including progress in achieving the Northwest Straits Initiative’s performance benchmarks and connection to Puget Sound Action Agenda.

1.5 Workplan: The workplan will include the objectives, timeframe, products, and benchmarks addressed in this scope of work.

1.6 Training: The MRC members will attend the Northwest Straits Commission training and/or additional conferences, trainings, and workshops as appropriate.
1.7 Representation at NWSC meetings: A representative of the MRC will attend each Northwest Straits Commission meeting and provide an update on current activities of the MRC.

1.8 Local Integrating Organization: The MRC will participate in the WRIA1 Local Integrating Organization (LIO) through staff teams and potential ad hoc work groups in order to contribute a marine water and nearshore focus to the process and the WRIA1 update to the Puget Sound Action Agenda.

Outcomes:

a. MRCs have a documented process to recruit and train members to be active participants and contributors to the work of the MRC.

b. Information about projects and the work of the MRC is accessible and shared regularly through presentations, meetings and web site.

c. The MRC meets regularly in a public forum that is promoted locally to community members and decision makers.

d. The MRC is informed of and contributes to the work of the Northwest Straits Commission.

e. The value of volunteer hours and other local contributions to the work of the MRC is documented and shared with the Commission and the County.

f. The work of the MRC is planned in advance through an annual workplan and documented in an annual report.

g. MRC members and staff contribute to other relevant local and regional processes related to marine issues.

Deliverables (one hard copy and one electronic copy of each):

1. Progress report (update on all tasks) - due quarterly: October 11, 2013, January 10, April 18, July 11 and September 12, 2014
2. Meeting agendas and minutes – due quarterly
3. Web site address and CD of site contents – due January 10, 2014 and September 12, 2014
5. List of NWSC meetings, conferences and other workshops attended and names of MRC members attending – due quarterly
6. Matching funds/volunteer time tracking – due quarterly

TASK 2: Boulevard Park Shoreline Improvement Post-Project Biological Survey

Whatcom MRC is using two survey methods to collect biological information before and after a shoreline improvement project being implemented by the City of Bellingham at Boulevard Park. These surveys will detail, in phases, the existing baseline invertebrates found at the site for use in observing changes after the shoreline restoration project. The pre-project monitoring was completed in June and July 2013. The MRC will apply for the required Scientific Collection Permit and will compile results for summary and technical reports for the post-project surveys and compare results to the pre-project surveys. The data will be stored at
Whatcom County Public Works - Natural Resources in the MRC project files.

2.1 The MRC will train citizen volunteers to use modified Beach Watchers protocols to survey epibenthic macroinvertebrates and macroalgae populations. The post-project survey will be completed in late Spring 2014.

2.2 Infaunal populations of benthic invertebrates will be surveyed through a contractual agreement with Western Washington University. The post-project survey will be conducted in Summer 2014.

Outcomes:

a. Biological data available to County and state agencies as baseline for subsequent monitoring, to determine presence of invasive species, and to evaluate changing conditions associated with restoration projects and inform future restoration projects.

b. Volunteers trained to survey intertidal marine life.

Deliverables (one hard copy and one electronic copy of each):

1. Progress report (update on all tasks and status of outcomes to date) - due quarterly: October 11, 2013, January 10, April 11, July 11 and September 12, 2014
2. QAPP – due April 11, 2013.
3. Summary Report outlining volunteer hours and results from the citizen science approach (including number of volunteers and copy of training materials) – due September 12, 2014
4. Technical summary detailing results (including dataset) and comparing pre- and post-project findings– due September 12, 2014

TASK 3: Education and Outreach

The MRC will promote support for protection and stewardship of marine resources through community outreach programs:

3.1 Whatcom Water Weeks: Whatcom Water Weeks is an annual community event that focuses attention on the water resources in the County. The MRC will serve on the organizing committee for the annual event and serve as host for an event during the two week community celebration period. The MRC will contact event sponsors, follow up with event hosts, plan event logistics and assist with publicity for events.

3.2 Public Speaker Series: The MRC will serve as the lead partner to organize at least eight community events and will host at least four MRC events (one per quarter) that will contribute to informing citizens about marine resources and issues. The MRC will assist with publicity and logistics for all events.

3.3 Drayton Harbor Open House: The MRC will coordinate and co-host an educational open house in Drayton Harbor highlighting current works to
enhance water quality in support of recreational and commercial shellfish harvest. Support for this event includes assistance with publicity and logistics, food permit expenses for an oyster feed and venue rental fees.

3.4 Community Outreach: The MRC will continue participating in local community outreach events providing the MRC display, fact sheets, and staff and volunteers to interact with the public and answer questions. Staff will provide a point of contact to community members interested in marine resource issues, meetings, and events.

Outcomes:

a. Community events will build support for marine stewardship and increase awareness of marine issues. MRC staff and volunteers will communicate with 100 community members about local marine resource issues and will track the number of fact sheets distributed at these events.

b. Five marine related events will be developed for the 2014 Whatcom Water Weeks. Community members will gain a greater understanding of local marine issues through these events. MRC staff and volunteers will communicate with 50 community members about local marine resource issues.

c. Public speaker events for marine resource topics will be attended by 100 community members. Three newspaper articles will be generated through these events. A post-survey will be distributed at these events in order to measure increased awareness.

d. Drayton Harbor Open House will be attended by 100 community members.

e. Respond to 50 marine resource inquiries from members of the public and/or organizations.

f. Add 30 contacts to the MRC e-mail list for marine resources meetings and events.

Deliverables (one hard copy and one electronic copy of each):

1. Progress report (update on all tasks) - due quarterly: October 11, 2013, January 10, April 11, July 11 and September 12, 2014

2. Whatcom Water Weeks summary report (including copies of any publicity pieces created, list of participating organizations, schedule of events, jpg images) – due September 30, 2014

3. Public speaker series summary report (including materials or agendas from events, list of project partners, number of people participating in events, jpg images) – due quarterly, October 11, 2013, January 10, April 11, July 11 and September 12, 2014

4. Drayton Harbor Open House summary report (including number of people participating, list of project partners, evaluation summary, jpg images) – due June 30, 2014

5. Community outreach summary report (including new materials and number of people participating in events) – due September 12, 2014
Deliverables

All products, reports, and payment requests shall be sent to the attention of:

Sasha Horst
Northwest Straits Commission/Dept of Ecology
10441 Bayview-Edison Road
Mount Vernon WA 98273

The Recipient shall submit one hard copy and one electronic copy of each Progress Report and one copy of each Payment Request as defined in the Special Terms and Conditions section of this agreement and **one hard copy and one electronic copy of each deliverable** as defined in the Scope of Work.

All deliverables (reports, maps, etc.) are to include acknowledgement of the Puget Sound Partnership on the front cover (see Special Terms and Conditions of this agreement).

Budget

Budget Conditions

1. **Project Administration:** For the administration of this agreement the Recipient must follow the current edition of the *Administrative Requirements for Recipients of Ecology Grants and Loans* (Yellow Book). These documents are available at Ecology’s websites:


2. **Invoicing:**

   - Expenditures will be monitored by the Ecology Fiscal Office for compliance with the PROJECT LEVEL BUDGET (listed below).

   - The RECIPIENT must submit **complete backup documents with each invoice** including but not limited to all time sheets signed and dated by employee and supervisor; and all invoiced costs including travel and light refreshments. The RECIPIENT must maintain these expenses in grant files according to budget task for a period of three years after project completion and make them available at any time for inspection by the DEPARTMENT.

   - **Budget deviations** from the line-item EXPENDITURE budget (listed below) are allowed, but in no circumstances may the Recipient exceed the total project cost. If deviations exceed 10 percent within any task, the Ecology Project Officer may require a written budget redistribution
When submitting invoices to Ecology, the Recipient must itemize all costs by task and provide subtotals by task on Ecology’s Form C2, Voucher Support Form. All payment requests must have forms A, B, C (and D if applicable).

**NOTE:** For payment requests, the RECIPIENT must use the Ecology forms contained in the Yellow Book. Otherwise, we will return requests to the RECIPIENT for submittal on the correct forms.

- All payment requests must be accompanied by a commensurate progress report, and receive Ecology Project Officer approval before payment can be released.

- Requests for reimbursement must be submitted at least semi-annually but not more than once per month by the RECIPIENT on state invoice voucher forms.

- If indirect is an allowable cost as documented in the budget matrix below, the indirect rate must not exceed 25 percent of direct (staff) labor and benefit costs. If allowed, the use of indirect must be reported on a separate line item on the C2 invoicing form. The indirect rate covers space utilities, miscellaneous copying, telephone, motor pool, janitorial services, records storage, rental, county fiscal and legal services, etc. Items not included in this list must be reported with the first payment request and must remain consistent for the life of the grant.

- The rate for in-kind (voluntary services) is valued at $15.00/individual/hour. See the Administrative Requirements for Recipients of Ecology Grants and Loans for the “Valuation of Donated Property or Services.”

- All travel costs shall not exceed State travel rates: [http://www.ofm.wa.gov/resources/travel.asp](http://www.ofm.wa.gov/resources/travel.asp)

- If light refreshments are deemed appropriate, a Light Refreshments Approval Form – Grants will be requested and approved by Ecology’s Program Manager prior to the event, an agenda of the event, and a roster of attendees will be submitted as part of the payment request.

Final payment of grant projects is contingent on receipt of viable work products as listed in the grant document.

3. **Expenditure Budget:** (for Recipient reporting and Ecology tracking purposes):

   - Maximum Eligible Project Cost: **$68,259**
   - Maximum State Grant Share: **$68,259**
   - Estimated Local Share: **$0**
4. **Estimated budget**

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<td><strong>$4,250</strong></td>
<td><strong>$68,259</strong></td>
<td></td>
</tr>
</tbody>
</table>

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Special Terms & Conditions

A. Management Provisions

1. Identification of Project Materials - All reports, maps, and other documents produced as part of this grant agreement shall carry the name of the Recipient, ECOLOGY's grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department) and acknowledgment of the source of funding as follows:

Materials produced under this Agreement must display the Puget Sound Partnership logo and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

3. Format for Publications and Brochures: Any (hard copy) publications or brochures required as a product of this agreement shall conform to minimum standards of size, 8-1/2" x 11" white, recycled paper equivalent in weight to 20 lb. bond, single spaced, printed both sides, no less than 1" margins. Photos, illustrations, and graphs must be of reproducible quality. Any publications or brochures intended for public distribution shall comply with graphic requirements as specified in ECOLOGY's "Publications Handbook", publication number 91-41 and any additional specifications as may be outlined in the Scope of Work.

4. Submittal of Project Materials / Deliverables: A disk containing copies of all digital deliverables compatible with Microsoft Word and ECOLOGY's GIS Standards will be accepted and contain the following project completion materials:
   - Progress reports: ① E-mail on the NW Straits Progress Report Form (available electronically): to ECOLOGY's Project Officer and Grant Coordinator by date due in scope of work;
     ② Copy included on Project Completion CD
   - Report and Map Deliverables: Digital on Compact Disk
   - Final Completion Report – (for contents, see paragraph 5 below) Digital on Compact Disk
   - Payment Requests – only hard copy invoices on ECOLOGY's forms with original signatures in blue ink will be accepted at this time.

5. Project Completion Requirements: On completion of the project, the Recipient's Project Coordinator shall submit the following information and materials to ECOLOGY:

a. Digital Project Completion Report: The purpose of this report is to document that the project and each of its tasks has been completed.
   The project completion report contains the following documents:
   (1) Digital Copy of all Semi-Annual Progress Reports by date.
2. Digital Summary Account - a brief summary (approximately 200-300 words) of the work accomplished under the grant with respect to each of the surveys, studies, plans, and other planning activities listed in the grant or any amendments to that grant.

3. Digital Reports, Maps, Plans, Exhibits, etc. - The Completion Report must include a list of all reports, maps, plans, and other documents prepared under this grant.

For each digital report, map, plan, or other document included, identify the project title, task title, the grant number, the municipality or county, and date prepared per paragraph 2 above "Identification of Project Materials".

6. Semi-annual Progress Reporting: Semi-annual reporting requirements begin on the effective date of the agreement. Reports cover the following periods:

<table>
<thead>
<tr>
<th>2013-2014</th>
<th>Reporting Period</th>
<th>Date Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Semi-Annual</td>
<td>September-February</td>
<td>March 30, 2014</td>
</tr>
<tr>
<td>Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Report</td>
<td></td>
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</tr>
</tbody>
</table>

For timely preparation and review, semi-annual reports need to convey essential information in a simple, concise manner through the use of bulleted summary statements, lists, and tables and include the following:

a. A comparison of actual accomplishments by task to the objectives established for the reporting period.

b. List deliverables due to ECOLOGY by date of this progress report and their status.

c. Status of project schedule.

d. Financial and funds disbursement status.

e. Personnel changes.

f. Any difficulties encountered during the reporting period.

7. Responsibilities of the Project Coordinator: The Recipient's Project Coordinator shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the planning effort hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.

8. Maintenance of Records: All required records shall be maintained until a federal audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of a project, whichever is sooner.

9. Refund of Payment: If, through any cause, the Environmental Protection Agency (EPA) disallows reimbursement to ECOLOGY for failure to fulfill the grant or stipulations of this grant, the Recipient will reimburse ECOLOGY to proportionate amount of the federal share of the total grant funds paid by ECOLOGY to the Recipient through this grant, or that portion thereof constituting EPA reimbursement of state grant funding under the terms of this grant.

10. Federal Circular Compliance: As a subrecipient of federal funds, the Recipient must comply with the following federal regulations:
11. **Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:**

In order to comply with the FFATA, the recipient must complete the FFATA Data Collection Form and return it to ECOLOGY. ECOLOGY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at [www.fsrs.gov](http://www.fsrs.gov). This information will be made available to the public at [www.usaspending.gov](http://www.usaspending.gov). Recipients who do not have a DUNS number can find guidance at [www.grants.gov](http://www.grants.gov). Please note that Ecology will not pay any invoices until it has received the completed FFATA Data Collection Form.

Any recipient that meets each of the criteria below must also report compensation for its five top executives, using Ecology's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

- Receives more than $25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than $25,000,000 in annual federal funds.

See [www.fsrs.gov](http://www.fsrs.gov) for details of this requirement. If your organization falls into this category, you must report the required information to Ecology.

12. **Government Debarment and Suspension:** This agreement is subject to Federal Executive Orders 12549, 12689 and 15 CFR Part 26, Debarment and Suspension and Requirements for a Drug-free Workplace.

**CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

a. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

b. The RECIPIENT/CONTRACTOR shall provide immediate written notice to the Department if at any time the RECIPIENT/CONTRACTOR learns that its
certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations.

d. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

e. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

f. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

g. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

h. The RECIPIENT agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. The RECIPIENT must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

13. Officials Not to Benefit: No member of or delegate to the Congress of the United States, or resident Commissioner, shall be admitted to any share or part of this grant or to any benefit that may arise therefrom.

B. Ecology Provisions

1. Administrative Guidelines: The Recipient shall comply with ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", ("Yellow Book") publication number 91-18. The Recipient shall be responsible for maintaining appropriate financial records throughout the life of the project and in accordance with these guidelines.
2. **Amendments and Modifications**
This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECODY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. **Environmental Standards**
   a. RECIPIENTS who collect environmental-monitoring data must provide these data to ECODY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: [http://www.ecw.wa.gov/eim](http://www.ecw.wa.gov/eim).
   b. RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: [http://www.ecw.wa.gov/services/gis/data/standards/standards.htm](http://www.ecw.wa.gov/services/gis/data/standards/standards.htm). RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
   c. RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

4. **Reimbursement**: Grants are awarded on a reimbursable basis. The Recipient initially pays project costs in full. Upon presentation of a billing to ECOLOGY, ECOLOGY’s share of the project is reimbursed to the Recipient.

5. **Presentation and Promotional Materials**
RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement, steps for approval:
   a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
   b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
   c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum,
posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY’s review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

6. **All Writings Contained Herein:** This agreement, the appended "General Terms and Conditions", and ECOLOGY’S current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", contains the entire understanding between the parties, and there are no other understandings or representations except those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless in writing, signed by authorized representatives of the Recipient and ECOLOGY, and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereby sign this Grant Agreement

**State of Washington**
Department of Ecology

Gordon White
Program Manager
Shorelands and Environmental Assistance Program

Approved as to form only by the Assistant Attorney General

**Whatcom County**

Signature, authorized official

Print name, authorized official

Title, authorized official
ATTACHMENT II: General Terms And Conditions
Pertaining To Grant And Loan Agreements Of The Department Of Ecology

A. RECIPIENT PERFORMANCE
All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT’s employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement’s final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE
The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY
The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)
Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS
No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS
1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

   Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women’s Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS
The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.
H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends $500,000 or more in a year in Federal funds. The $500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT’S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to
the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.

5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The
failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section 0 herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER
Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS
1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
   a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
   b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or
abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS
In order to sustain Washington’s natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see http://www.ecy.wa.gov/sustainability/.

O. RECOVERY OF PAYMENTS TO RECIPIENT
The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT’s sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT’S property and the RECIPIENT’S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL
The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES
Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final.
and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST
No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION
1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW
This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY
If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE
In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. SUSPENSION
The obligation of the DEPARTMENT to make payments is contingent on the availability of funds. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT may elect to renegotiate the agreement subject to new funding limitations and conditions or terminate the agreement, in whole or part. The DEPARTMENT may also elect to suspend performance of the agreement until such time as the DEPARTMENT determines that the funding insufficiency is resolved in lieu of terminating the agreement. The DEPARTMENT will provide written notice to RECIPIENT if funding is not available.

SS-010 Rev. 04/04
EXHIBIT B - FEDERAL REQUIREMENTS

COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES
GRANT RECIPIENT agrees to comply with the cost principles of the below listed federal regulations, to the extent they apply to the RECIPIENT.

- 2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments
- 2 CFR 220 (A-21) for Educational Institutions
- 2 CFR Part 230 (A-122) for Non-Profit Organizations

An electronic copy of all the circulars and applicable CFR’s may be obtained via the OMB Home Web page at: http://www.gpoaccess.gov/cfr/

Unless otherwise indicated, the cost principles apply to the use of funds provided under this agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

AUDIT REQUIREMENTS
In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends $500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient’s fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. The recipient MUST submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse’s Internet Data Entry System.

For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.
A copy of OMB Circular A-133 can be obtained at: http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

CREDIT AND ACKNOWLEDGEMENT
Materials produced under EPA funded Agreements must display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period.

HOTEL MOTELE FIRE SAFETY ACT
Grant Recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act of 1990. Recipients may search the Hotel-Motel List @ http://www.usfa.dhs.gov/applications/hotels to see if a property is in compliance or to find other information about the Act.

DRUG FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS
The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html

MANAGEMENT FEES
Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.

TRAFFICKING IN PERSONS AND TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA)
If the recipient of this grant is a private entity, you must notify us immediately if you receive information that your employees, subcontractors under this award, and subcontractor’s employees engage in severe forms of trafficking in persons during the period of time that this award is in effect; procure a commercial sex act during the time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

LOBBYING
Sub-Recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. Sub-Recipient shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure.

All contracts awarded by Sub-Recipient shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

REIMBURSEMENT LIMITATION
Grant Agreement No. G1400325
between the Washington State Department of Ecology and
Whatcom County
Project: Whatcom MRC Operations and Projects

If the GRANT RECIPIENT expends more than the amount of ECOLOGY funding in this
agreement in anticipation of receiving additional funds from ECOLOGY, it does so at its own
risk. ECOLOGY is not legally obligated to reimburse the RECIPIENT for costs incurred in
excess of the ECOLOGY approved budget.

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
GRANT RECIPIENT agrees to comply with the requirements of EPA’s Utilization of Small,
Minority and Women’s Business Enterprises in procurements made under this award.

MINORITY AND WOMEN’S BUSINESS PARTICIPATION
RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority
owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after
the effective date of this Agreement. These goals are expressed as a percentage of the total
dollars available for the purchase or Agreement and are as follows:

<table>
<thead>
<tr>
<th>Purchased Goods</th>
<th>8% MBE</th>
<th>4% WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchased Services</td>
<td>10% MBE</td>
<td>4% WBE</td>
</tr>
<tr>
<td>Professional Services</td>
<td>10% MBE</td>
<td>4% WBE</td>
</tr>
</tbody>
</table>

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on
achievement or non-achievement of the goals. Achievement of the goals is encouraged,
however, and RECIPIENT and ALL prospective bidders or persons submitting qualifications
shall take the following affirmative steps in any procurement initiated after the effective date of
this Agreement:
1. Include qualified minority and women’s businesses on solicitation lists.
2. Assure that qualified minority and women’s business are solicited whenever they are potential
   sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to
   permit maximum participation by qualified minority and women’s businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage
   participation of qualified minority and women’s businesses.
5. Use the services and assistance of the State Office of Minority and Women’s Business
   Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department
   of Commerce, as appropriate.

MBE/WBE REPORTING
The recipient agrees to complete and submit EPA Form 5700-52A “MBE/WBE Utilization Under
Federal Grants, Cooperative Agreements and Interagency Agreements” beginning with the
Federal Fiscal Year reporting period the recipient receives the award and continuing until the
project is completed. Only procurements with certified MBE/WBEs are counted towards a
recipient’s MBE/WBE Accomplishments. The reports must be submitted annually for the period
ending September 30th for:
40 CFR Part 30 (Non-Profits and Institutions of Higher Education)
40 CFR Part 35 (Subpart A and Subpart B Recipients)
The reports are due within 15 days of the end of the annual reporting period (October 15th).
Reports should be sent to the ECOLOGY Fiscal Office, PO Box 47600, Olympia, WA 98504.
EPA Form 5700-52A may be obtained at: http://www.epa.gov/osbp/pdfs/5700_52a.pdf

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith
efforts whenever procuring construction, equipment, services and supplies under an EPA
financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime
RECIPIENTs also comply. Records documenting compliance with the six good faith efforts shall
be retained:
(a) 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.
(b) 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.
(c) 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.
(d) Encourage contracting with a consortium of DBEs when an Agreement is too large for one of
these firms to handle individually.
(e) Use the services and assistance of the SBA and the Minority Business Development Agency
of the Department of Commerce.
(f) If the prime RECIPIENT awards subcontracts, require the prime RECIPIENT to take the
steps in paragraphs (a) through (e) of this section.

LOBBYING AND LITIGATION
By signing this agreement, GRANT RECIPIENT certifies that none of the funds received from
this agreement shall be used to engage in the lobbying of the Federal Government or in
litigation against the United States unless authorized under existing law.

The chief executive officer of this recipient agency shall ensure that no grant funds awarded
under this assistance agreement are used to engage in lobbying of the Federal Government or
in litigation against the United States unless authorized under existing law. The recipient shall
abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal
grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding $100,000, ECOLOGY requires the following certification and
disclosure forms:
Certification Regarding Lobbying, EPA Form 6600-06:
Legal expenses required in the administration of Federal programs are allowable. Legal
expenses for prosecution of claims against the Federal Government are unallowable. Exhibit B
Federal Requirements

PAYMENT TO CONSULTANTS
The salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient’s contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2010, the limit is $596 per day, or $74.50 per hour. Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with the responsibility for the selection, direction, and control of the individuals who will be providing the services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36.
WHATCOM COUNTY:
Recommended for Approval:

Frank M. Abart, Public Works Director Date

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 )
COUNTY OF WHATCOM ) ss

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

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

CONTRACTOR/AGENCY INFORMATION:

Sasha Horst
Padilla Bay Estuarine Research Reserve
10441 Rayview-Edison Road
Mount Vernon, WA 98273

Contact Phone: 360/428-1084
Contact Fax: 360/428-1481
Contact Email: horst@nwstraits.org
# Resolution Ordering The Cancellation of Accounts Receivable More Than a Year Old

**Attachments:** Proposed resolution and listing of uncollectible accounts receivable.

### 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 resolution orders the cancellation of accounts receivable for permit review fees, damages to county road signs, and other reasons that are more than a year old and uncollectible. The total amount to be cancelled is $14,712.58.

### 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: Shonda L. Shipman, Accounting Supervisor

DATE: October 29, 2013

SUBJECT: Resolution to Cancel Uncollectible Accounts Receivable for Public Works

Attached is a proposed resolution to cancel uncollectible accounts receivable for Public Works that are over a year old. The actions taken to collect the overdue amounts and the current status of the accounts are listed on Exhibit A. As per RCW 36.32.120, with Council authorization, we would like to cancel these accounts receivable.

If you have any questions regarding this request, please contact Shonda Shipman at extension 50573.

Thank you.
RESOLUTION NO. ____________

ORDERING THE CANCELLATION OF ACCOUNTS RECEIVABLE MORE THAN A YEAR OLD

WHEREAS, the Revised Code of Washington, Section 36.32.120, states the County legislative authority shall audit the collection of money belonging to the County; and

WHEREAS, Public Works Administration has provided a list of accounts receivable that were incurred on or after April 29, 1997 and are uncollectible.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that Public Works Finance is directed to write off as uncollectible accounts receivable listed in Exhibit A.

APPROVED this _____ day of __________, 20__.

ATTEST: _____________________________________________________________
Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________
Kathy Kershner, Council Chair

APPROVED AS TO FORM:

______________________________
Daniel Z. Gibson
Daniel Gibson, Chief Civil Deputy Prosecutor
## Exhibit A: Pending Accounts to be Written Off

<table>
<thead>
<tr>
<th>Customer</th>
<th>Description of Charges</th>
<th>Reason for Write Off</th>
<th>Date</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOS, TORY JOHN</td>
<td>MVA: Damaged stop sign/post</td>
<td>Not enough information on debtor to pursue collections</td>
<td>12/31/06</td>
<td>$163.20</td>
</tr>
<tr>
<td>CARLETTI ARCHITECTS PS</td>
<td>Permit review fees</td>
<td>Disputed by Carletti. Recd call from Alan Perkes, Carletti's attorney. Unable to reach Mr. Perkes.</td>
<td>08/08/08</td>
<td>$250.00</td>
</tr>
<tr>
<td>DAVENPORT, ANTHONY</td>
<td>MVA: Damaged sign post</td>
<td>NW/Collections suspended account - no income/assets</td>
<td>05/23/06</td>
<td>$94.08</td>
</tr>
<tr>
<td>GILLILAND, TRACIE</td>
<td>MVA: Damaged sign post</td>
<td>NW/Collections cancelled - beyond statute of limitations</td>
<td>04/19/06</td>
<td>$103.08</td>
</tr>
<tr>
<td>OLIVINE CORPORATION</td>
<td>Leachate pretreatment facility use</td>
<td>Obligation uncollectible per Dan Gibson.</td>
<td>11/20/19</td>
<td>$6,427.10</td>
</tr>
<tr>
<td>OMAN, DANIEL</td>
<td>MVA: Damaged 4-way flasher and traffic control</td>
<td>NW/Collections cancelled - per their attorney, tort issue and beyond statute of limitations</td>
<td>10/11/01</td>
<td>$1,925.04</td>
</tr>
<tr>
<td>POINT DISTRIBUTORS, INC.</td>
<td>Excise taxes for 1998-1999</td>
<td>NW/Collections cancelled - uncollectable</td>
<td>04/25/00</td>
<td>$118.24</td>
</tr>
<tr>
<td>POINT RECYCLING &amp; REFUSE</td>
<td>Landfill lease transfer stations</td>
<td>Corporation no longer active</td>
<td>03/22/10</td>
<td>$2,333.00</td>
</tr>
<tr>
<td>SIMMONS, MATTHEW</td>
<td>MVA: Damaged county vehicle</td>
<td>No payment since 2005, not enough information on debtor to pursue collections</td>
<td>05/31/04</td>
<td>$2,535.95</td>
</tr>
<tr>
<td>VAIL, CLARK E.</td>
<td>MVA: Damaged sign post</td>
<td>Not enough Information on debtor to pursue collections</td>
<td>01/21/10</td>
<td>$130.92</td>
</tr>
<tr>
<td>VALNES, SHANNON RAY</td>
<td>MVA: Damaged road sign</td>
<td>Customer deceased.</td>
<td>03/31/09</td>
<td>$400.04</td>
</tr>
<tr>
<td>VAN HOOK, ALAN</td>
<td>Removal of gate post from County property</td>
<td>Customer disputes legality of county road. Refuses to pay invoice because it would legitimize the road.</td>
<td>10/26/00</td>
<td>$152.51</td>
</tr>
<tr>
<td>VANDERHAAK, RYAN</td>
<td>MVA: Damaged county vehicle</td>
<td>No payment since 1997, not enough information on debtor to pursue collections</td>
<td>04/29/97</td>
<td>$79.42</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$14,712.58</strong></td>
</tr>
</tbody>
</table>
**WHATCOM COUNTY COUNCIL AGENDA BILL NO.** 2013-367

<table>
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<tr>
<td>Prosecutor:</td>
<td></td>
<td>11/01/13</td>
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<tr>
<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
<td></td>
<td>11.4.13</td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Resolution to approve the correction of Equipment Rental and Revolving Fund accounting records.

<table>
<thead>
<tr>
<th>ATTACHMENTS:</th>
<th>Resolution</th>
</tr>
</thead>
</table>

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

Requesting Council approval to correct a 1983 accounting action that should have included council approval at that time.

**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.*
RESOLUTION NO. ____________

APPROVING THE CORRECTION OF EQUIPMENT RENTAL AND REVOLVING FUND ACCOUNTING RECORDS

WHEREAS, the Equipment Rental and Revolving Fund was established in 1983 by ordinance 1983-073; and

WHEREAS, as part of the initial set up of Equipment Rental and Revolving Fund's accounting records, journal entries were made to record assets. Those assets included 20 acres of property on Smith Road, the site of the road maintenance and operations shop, and a property located at 230 Prospect Avenue, site of the former county motor pool facility; and,

WHEREAS, both of these properties were general government assets of Whatcom County; and,

WHEREAS, the properties were not purchased by the Equipment Rental and Revolving Fund, but the properties were recorded as contributions from general government assets; and,

WHEREAS, transfers of property between funds of the same unit of government require approval by the legislative body; and,

WHEREAS, it appears that, based on research of county records, the County Council in 1983, did not approve the transfer of these properties to the Equipment Rental and Revolving fund;
NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that it approves correcting Equipment Rental and Revolving Fund’s accounting records to remove the following two properties from the fund’s list of assets: 1) 20 acres of property on Smith Road, site of the road maintenance and operations shop, and 2) 230 Prospect Avenue, site of the former county motor pool facility.

APPROVED this _____ day of __________________, 2013.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Kathy Kershner, Council Chair

APPROVED as to form:

Daniel L. Gibson
Chief Civil Deputy Prosecutor
LEGAL DESCRIPTION:

LEGAL DESCRIPTION FOR PARCEL # 380330 133366 0000

Lots 16 and 17; the westerly 68.5 feet of lots 16 through 22, and the westerly 32 feet of the easterly 64 feet of lots 18 through 22, all in block 13; and that portion of Prospect Street lying north of the north line of Lottie Street, except that portion thereof lying southwesterly of the northeasterly line of Dupont Street extended, all of the foregoing property being located in the "Plat of Central Whatcom, Whatcom County, W.T."

SITUATE IN WHATCOM COUNTY, WASHINGTON

LEGAL DESCRIPTION FOR PARCEL # 380330 140353 0000

The east 32 feet of lots 21 and 22, block 13, "Plat of Central Whatcom, Whatcom County, W.T.", now a part of the consolidated City of Bellingham, Whatcom County, Washington as per the map thereof, recorded in volume 1 of plats, page 32, in the Auditor's office of said county and state.

SITUATE IN WHATCOM COUNTY, WASHINGTON
TITLE OF DOCUMENT: Resolution to authorize the purchase of 1500 N. State Street.

ATTACHMENTS: Resolution

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.)

Requesting Council authorization to purchase the building and property located at 1500 N. State Street as farther described in Exhibit A.

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.
Resolution 2013-______________

REQUESTING COUNCIL APPROVAL FOR THE ACQUISITION OF 1500 N. STATE STREET BUILDING AND PROPERTY

WHEREAS, Whatcom County currently leases over 80% of the building for County Health Department operations, the Medical Examiner offices, and the County Morgue space; and

WHEREAS, the Administration has executed a purchase and sale agreement in the amount of $2.6 million to acquire the building and related property, subject to Council approval. The agreed purchase price is approximately $1 million less than the formally appraised value for the building and associated property; and

WHEREAS, this acquisition includes a 20,552 square foot 2-story building located on a 13,750 square foot lot and a 42,460 square foot parking lot located within ½ block of building. Approximately 120 parking spaces can be accommodated between both properties; and

WHEREAS, the proposed purchase price is $2.6 million to be funded from the General Fund with some of the proceeds received as a result of the sale of the Civic Center building; and

WHEREAS, when acquired and following renovation, this building will house all operations of PDS, and the development related staff from Public Works and the Health Department. This county facility will also continue to serve as the offices of the Medical Examiner and the Morgue; and

WHEREAS, the Northwest Annex facility has exceeded its useful life and requires extensive investment in repairs and renovations in order to maintain the facility as a healthy and safe working environment for staff and the public; and
WHEREAS, by investing in the State Street building the County can avoid those extensive repair and renovation costs while ensuring adequate future space for PDS and offices for the Medical Examiner and Morgue; and

WHEREAS, the acquisition and subsequent renovation of this property will allow us to cost effectively serve the long terms needs of county government and our community;

NOW, THEREFORE BE IT RESOLVED, Whatcom County Council hereby authorizes the County Executive to purchase the property and building located at 1500 N. State Street as further described in Exhibit A.

APPROVED this _______ day of ________________, 2013

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

__________________________
Dana Brown-Davis,
Clerk of the Council

__________________________
Kathy Kershner,
Council Chair

APPROVED AS TO FORM:

__________________________
Daniel L. Gibson
Civil Deputy Prosecutor
EXHIBIT “A”

Property located in the County of Whatcom and State of Washington, more particularly described as follows:

Lots 7 and 8, Block 74, of the Plat of New Whatcom, together with all improvements thereon, which together with Lot 6, Block 74, is commonly known as 1500 N. State Street, in the City of Bellingham [Tax Parcel #3803303421520000]

And

Lot 6, Block 74, of the Plat of New Whatcom, together with all improvements thereon, which together with Lots 7 and 8, Block 74, is known as 1500 N. State Street, in the City of Bellingham [Tax Parcel #3803303481570000]

And

The Southeasterly ½ of Lots 1 – 8, Block 46, of the Plat of New Whatcom, and the Northwesterly 14 feet of Lots 9 – 16, Block 46, of the Plat of New Whatcom [Tax Parcel #3803303291820000]

Situate in Whatcom County, Washington;

TOGETHER with all of Seller’s right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the real property as well as all development rights, air rights, water rights, water and water stock relating to the real property and any other easements, rights of way, or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "Property").
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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</tbody>
</table>

**TITLE OF DOCUMENT:** Resolution to authorize the transfer of the Civic Center building from General Government Ownership to the Whatcom County Road Fund.

**ATTACHMENTS:** Resolution

**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.)

Requesting Council authorization to transfer the Civic Center Building and property as described in Exhibit A from General Government Ownership to the Whatcom County Road Fund.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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RESOLUTION NO. ____________

AUTHORIZING THE TRANSFER OF THE
CIVIC CENTER BUILDING FROM GENERAL GOVERNMENT OWNERSHIP
TO THE WHATCOM COUNTY ROAD FUND

WHEREAS, the Civic Center building and surrounding property (Civic Center) is presently a general government asset purchased with the proceeds of a general obligation bond; and,

WHEREAS, Civic Center is the primary office for the Public Works Department including county road administration and road construction planning and oversight activities, and,

WHEREAS, Public Works effectiveness could be increased by renovating the Civic Center to allow for further consolidation of Public Works operations and relocation of work groups in office space that meets their long term needs, and facilitates better planning and coordination; and,

WHEREAS, RCW 43.09.210 requires that property transferred between funds be accounted at full value; and,

WHEREAS, Civic Center has an appraised value of $3,700,000 based on a Wm. T. Follis LLC, Realtors’ appraisal dated June 5th, 2013,

NOW, THEREFORE, BE IT RESOLVED that the Civic Center Building and property is surplus to general government needs.
BE IT FURTHER RESOLVED that the Whatcom County Executive is authorized on behalf of Whatcom County to transfer ownership of the Civic Center, as described in Exhibit A, to the Road Fund in exchange for which the Road Fund will pay the full value of the property in amount of $3,700,000 to the General Fund for the property.

APPROVED this _____ day of ________________, 2013.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk
Kathy Kershner, Council Chair

APPROVED as to form:

__________________________
Chief Civil Deputy Prosecutor
LEGAL DESCRIPTION FOR PARCEL # 390234 416391 0000

THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 02 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID NORTHEAST QUARTER LYING WESTERLY OF THE NORTHWEST DIAGONAL DRIVE AND LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION, THENCE SOUTH 02 DEGREES 35' 57" WEST 1379.62 FEET TO THE BEGINNING OF SAID LINE DESCRIPTION, THENCE SOUTH 87 DEGREES 17' 44" EAST, 651.51 FEET MORE OR LESS TO THE WESTERLY LINE OF THE NORTHWEST DIAGONAL DRIVE AND THE TERMINUS OF SAID LINE DESCRIPTION.

EXCEPT NORTHWEST DIAGONAL ROAD, SMITH ROAD AND LARSON ROAD.

SITUATE IN WHATCOM COUNTY, WASHINGTON

END OF EXHIBIT "A"

NOTE: THIS LEGAL IS PRESUMED TO BE CORRECT AND IS BASED ON DESCRIPTIONS TAKEN FROM THE WHATCOM COUNTY AUDITOR'S ABBREVIATED LEGAL DESCRIPTION FOR THE ABOVE PARCEL NUMBER. THE ABOVE LEGAL DOES NOT APPEAR IN THE PUBLIC RECORD.
<table>
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**TITLE OF DOCUMENT:** Resolution to authorize the transfer of the 316 Lottie Street Building from the ER&R Fund to the Administrative Services Fund.

**ATTACHMENTS:** Resolution

**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.)

Requesting Council approval to transfer the 316 Lottie Street Building from the ER&R Fund to the Administrative Services Fund.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
RESOLUTION NO. ____________

AUTHORIZING THE TRANSFER OF THE
316 LOTTIE STREET BUILDING FROM THE EQUIPMENT RENTAL AND
REVOLVING FUND TO THE ADMINISTRATIVE SERVICES FUND

WHEREAS, the 316 Lottie Street building and surrounding property (316 Lottie) is owned by the equipment rental and revolving fund; and,

WHEREAS, 316 Lottie will be used for Administrative Services - Facilities Division operations for the foreseeable future; and,

WHEREAS, based on the use of 316 Lottie it is appropriate to transfer ownership of the property to the Administrative Services Fund; and,

WHEREAS, RCW 43.09.210 requires that property transferred between funds be accounted at full value; and,

WHEREAS, 316 Lottie has an appraised value of $575,000 based on a Wm. T. Follis LLC, Realtors’ appraisal dated June 6th, 2013,

NOW, THEREFORE, BE IT RESOLVED that the property located at 316 Lottie Street is surplus to the needs of the Equipment Rental and Revolving Fund.
BE IT FURTHER RESOLVED that the Whatcom County Executive is authorized on behalf of Whatcom County to transfer ownership of property located at 316 Lottie Street, as described in exhibit A, from the Equipment Rental and Revolving Fund to the Administrative Services Fund, in exchange for which the Administrative Services Fund will pay the full value of $575,000 to the Equipment Rental and Revolving Fund for the property.

APPROVED this _____ day of ________________, 2013.

ATTEST: WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

______________________________
Dana Brown-Davis, Council Clerk

______________________________
Kathy Kershner, Council Chair

APPROVED as to form:

______________________________
Daniel L. Gibson
Chief Civil Deputy Prosecutor
LEGAL DESCRIPTION:

LEGAL DESCRIPTION FOR PARCEL # 380330 133366 0000

LOTS 16 AND 17; THE WISTERLY 68.5 FEET OF LOTS 18 THROUGH 22, AND THE WISTERLY 32 FEET OF THE EASTERNLY 64 FEET OF LOTS 18 THROUGH 22, ALL IN BLOCK 13; AND THAT PORTION OF PROSPECT STREET LYING NORTH OF THE NORTH LINE OF LOTTIE STREET, EXCEPT THAT PORTION THEREOF LYING SOUTHWESTERLY OF THE NOtheasternLY LINE OF DUPONT STREET EXTENDED, ALL OF THE FOREGOING PROPERTY BEING LOCATED IN THE "PLAT OF CENTRAL WHATCOM, WHATCOM COUNTY, W.T.," NOW PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN ROOK 1 OF PLATS, PAGE 32, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

SITUATE IN WHATCOM COUNTY, WASHINGTON

LEGAL DESCRIPTION FOR PARCEL # 380330 140353 0000

The East 32 feet of Lots 21 and 22, Block 13, "PLAT OF CENTRAL WHATCOM, WHATCOM COUNTY, W.T.", now a part of the consolidated City of Bellingham, Whatcom County, Washington as per the map thereof, recorded in volume 1 of plats, page 32, in the Auditor's office of said county and state.

SITUATE IN WHATCOM COUNTY, WASHINGTON
TITLE OF DOCUMENT: Resolution to authorize the transfer of the land located at 901 West Smith Road from General Government Ownership to the Whatcom County Road Fund.

ATTACHMENTS: Resolution

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.)

Requesting Council approval to transfer the land located at 901 West Smith Road from General Government Ownership to the Whatcom County Road Fund.

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. ____________

AUTHORIZING THE TRANSFER OF THE
LAND LOCATED AT 901 WEST SMITH ROAD, SITE OF THE ROAD
MAINTENANCE AND OPERATIONS SHOP, FROM GENERAL
GOVERNMENT OWNERSHIP TO THE WHATCOM COUNTY ROAD FUND

WHEREAS, the road maintenance and operation shop (central shop) was constructed in 1982 at 901 West Smith Road on parcel 390234 416391 0000 bounded by Smith Road and Northwest Avenue; and

WHEREAS, parcel 390234 416391 0000, is approximately 99.83 acres and is a general government asset, and,

WHEREAS, the primary use of parcel 390234 416391 0000 for the foreseeable future is road related activities, and,

WHEREAS, RCW 43.09.210 requires that property transferred between funds be at full value; and,

WHEREAS, parcel 390234 416391 0000 has an appraised value of $550,000 based on a Wm. T. Follis LLC, Realtors’ appraisal dated June 3rd, 2013,

NOW, THEREFORE, BE IT RESOLVED that the land located at 901 West Smith Road, parcel 390234 416391 000 is surplus to general government needs.
BE IT FURTHER RESOLVED that the Whatcom County Executive is authorized on behalf of Whatcom County to transfer ownership of the land located at 901 West Smith Road, parcel 390234 416391 000 as described in Exhibit A, to the Road Fund in exchange for which the Road Fund will pay the full value of $550,000 to the General Fund for the property.

APPROVED this _____ day of _______________, 2013.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

__________________________
Dana Brown-Davis, Council Clerk

__________________________
Kathy Kershner, Council Chair

APPROVED as to form:

__________________________
Daniel L. Gibson
Chief Civil Deputy Prosecutor
Exhibit A

LEGAL DESCRIPTION:

LOTS 5, 6, 7, 13, 14, 15, 16, 17, 18, 19 AND 20, BLOCK 3, "PLAT OF CENTRAL WHATCOM, WHATCOM COUNTY, W.T.," NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 32, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

SITUATE IN COUNTY OF WHATCOM, STATE OF WASHINGTON.
**TITLE OF DOCUMENT:** Resolution to include the State Street Reorganization building renovation project to the Comprehensive Economic Development Strategy (CEDS).

**ATTACHMENTS:** Resolution

**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.)

Requesting Council approval to include the identified project listed above into the current Greater 2013 Whatcom Comprehensive Economic Development Strategy (CEDS).

**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.*
RESOLUTION

A RESOLUTION OF THE WHATCOM COUNTY COUNCIL
ACCEPTING THE ADDITION OF A WHATCOM COUNTY CAPITAL PROJECT INTO
THE 2010 WHATCOM COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY
(CEDS)

WHEREAS, the Federal Economic Development Reform Act of 1998 identifies a
Comprehensive Economic Development Strategy (CEDS) as a requirement to apply for
assistance under the Economic Development Administration’s (EDA) economic
adjustment and public works programs; and

WHEREAS, certain areas within the County of Whatcom suffer from lack of
infrastructure which continues to impede business retention and expansion and
requires EDA assistance; and

WHEREAS, Whatcom County intends to purchase a building and property
located at 1500 State Street. Once acquired, the building is slated for renovation to
maximize the square footage of the building for efficient long term County operations;

WHEREAS, the renovation project is identified as the State Street Building
Acquisition and Improvement Fund funded through the County’s portion of the Rural
Sales Tax – Public Utilities Improvement (EDI) Fund; and

WHEREAS, the Economic Development Administration requires that Whatcom
County approve a resolution accepting the addition of projects to the current Greater
Whatcom Comprehensive Economic Development Strategy (CEDS); and

WHEREAS, RCW 82.14.370 requires that projects utilizing rural sales tax
revenue in Whatcom County must be contained either in the County’s CEDS list or a
local government capital facility element of its comprehensive plan;
NOW THEREFORE, BE IT RESOLVED that the Whatcom County Council hereby approves the inclusion of the identified project into the current 2013 Greater Whatcom Comprehensive Economic Development Strategy (CEDS).

ADOPTED this ____ day of ________________, 2013.

WHATCOM COUNTY COUNCIL

ATTEST:

WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Kathy Kershner, Council Chair

APPROVED AS TO FORM:

[Signature]

Civil Deputy Prosecutor
**Jail Planner Consultant, DLR Group to present Jail Planning Update**

**ATTACHMENTS:** No attachments

**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.)**

DLR Group to present an update of Whatcom County’s Jail Planning Process.  
Summary review of Final SEIS  
Summary of Final Draft Pre-Design Report and Needs Assessment

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
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<th>Related County Contract #:</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.
Title of Document: Ferndale Urban Growth Area – Development Standards

Attachments:
1. Staff Memo
2. Draft Memorandum of Understanding

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.)

Briefing relating to a draft Memorandum of Understanding (MOU) Between the City of Ferndale and Whatcom County regarding Development Standards applicable within the Ferndale Urban Growth Area (UGA). This MOU is intended to satisfy provisions of an interlocal agreement between the City of Ferndale and Whatcom County relating to development standards in the Ferndale UGA.

Committee Action:  

Council Action:  

Related County Contract #: AB2012-178  

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.
October 28, 2013

To: The Honorable Jack Louws, Whatcom County Executive
   The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Long Range Planning Division Manager

RE: Ferndale UGA Development Standards

An “Interlocal Agreement between the City of Ferndale and Whatcom County Concerning Planning, Annexation and Development within the Ferndale UGA” was signed by the City and the County in May 2012. Section 4.F of this interlocal agreement states:

The County will conduct a formal process, including County Council review, to consider adopting City development standards for development within the City Urban Growth Area by December 30, 2013. The City will make specific recommendations relating to which development standards to apply within the Urban Growth Area. The County will retain the final authority to determine whether or not to adopt City development standards. . .

The Ferndale Public Works, Ferndale Community Development, County Public Works and County Planning & Development Services departments held a series of meetings in 2013 to discuss the potential application of the City of Ferndale’s Development Standards to subdivisions and other developments in the Ferndale UGA.

Pursuant to these discussions, the City and County agreed that the County will generally apply County urban development standards in the Ferndale UGA (except for a house, minor construction, etc.). City of Ferndale development standards will not apply in the UGA. At a staff level, we have developed a Memorandum of Understanding (MOU) to formalize this agreement and address several other items. This MOU recognizes that the Department of Ecology Stormwater Management Manual applies to development in the Ferndale UGA, since the Western Washington Phase II Stormwater Permit covers this area.

We wanted to brief the Council Planning and Development Committee on this matter before the County Executive signs the MOU.
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FERNADE AND WHATCOM COUNTY
REGARDING DEVELOPMENT STANDARDS

The City of Ferndale and Whatcom County (the Parties) enter into this Memorandum of Understanding (MOU) as follows:

WHEREAS, the Parties signed a 10-year Interlocal Agreement Between the City of Ferndale and Whatcom County Concerning Planning, Annexation and Development within the Ferndale UGA in May 2012; and

WHEREAS, Section 4.F of said Interlocal Agreement states:

“The County will conduct a formal process, including County Council review, to consider adopting City development standards for development within the City Urban Growth Area by December 30, 2013. The City will make specific recommendations relating to which development standards to apply within the Urban Growth Area. The County will retain the final authority to determine whether or not to adopt City development standards.

If the County adopts City development standards, the City agrees to review development in the UGA and make recommendations to the County relating to whether the development complies with City development standards.”

and;

WHEREAS, representatives from the City of Ferndale Public Works Department, City of Ferndale Community Development Department, Whatcom County Public Works Department and Whatcom County Planning Department met in February, April, May, and October 2013 to discuss potential application of City of Ferndale Development Standards in the Ferndale UGA; and

WHEREAS, pursuant to these discussions, City of Ferndale representatives indicated that application of Whatcom County’s urban standards to development in the UGA would be acceptable; and

WHEREAS, also pursuant to these discussions, it is recognized that the Western Washington Phase II Municipal Stormwater Permit (NPDES Permit) covers the Ferndale UGA and the Washington State Department of Ecology Stormwater Management Manual for Western Washington applies to development in the UGA; and

WHEREAS, also pursuant to these discussions, City of Ferndale representatives requested notification of any requests for variances from County urban development standards in the UGA; and

WHEREAS, also pursuant to these discussions, City of Ferndale representatives requested use of the City’s geodetic control datum for new land divisions in the UGA;
NOW THEREFORE, the Parties agree to the following terms of this MOU:

1. **Development Standards in the UGA.**

   A. Stormwater Standards – Whatcom County will apply the Washington State Department of Ecology Stormwater Management Manual for Western Washington to development in the Ferndale UGA in accordance with the Whatcom County Code.

   B. Other Development Standards - Whatcom County will apply the Whatcom County Development Standards for urban development to all proposed development within the Ferndale UGA where a complete application was submitted prior to annexation, except that Whatcom County will apply the Whatcom County Development Standards for rural development for the following:

   i. Construction of a new single-family residence on a lot of record;
   ii. New shop, garage, shed, deck, porch, or similar structure construction associated with single-family residences;
   iii. New temporary building construction;
   iv. Existing single-family residence alterations, additions, or remodels;
   v. Existing shop, garage, shed, deck, porch, or similar structure alteration associated with single-family residences;
   vi. Existing temporary building alterations or additions;
   vii. Signage; and
   viii. Other minor new construction, as determined by the appropriate County Technical Administrator (i.e., County Public Works Director or County Planning Director).

2. **City Standards Do Not Apply in UGA.** Whatcom County will not apply City of Ferndale Development Standards to new development in the Ferndale UGA.

3. **Notification of Variance Requests.** Whatcom County will notify the City of Ferndale Community Development Department Director and Public Works Department Director of any variance request from application of the Whatcom County Development Standards in the Ferndale UGA (e.g., a request to utilize a rural standard instead of an urban standard).

4. **City Geodetic Control Datum.** Whatcom County will request developers in the Ferndale UGA to utilize the City of Ferndale geodetic control datum.

5. **Effective Date.** This MOU shall take effect immediately upon execution and shall remain in effect for the term of the May 2012 Interlocal Agreement Between the City of Ferndale and Whatcom County Concerning Planning, Annexation and Development within the Ferndale UGA.

6. **Amendment.** This MOU may be amended only by execution of a written amendment signed by duly authorized representatives of the City and County.
7. **MOU is not a Contract.** This MOU provides the conditions under which the City and County acknowledge that Section 4.F of the May 2012 Interlocal Agreement Between the City of Ferndale and Whatcom County Concerning Planning, Annexation and Development within the Ferndale UGA has been satisfied. This MOU does not create an enforceable binding contract.

Executed this _____ day of ____________, 2013 for the City of Ferndale:

__________________________
Gary Jensen, Mayor

Executed this _____ day of ____________, 2013 for Whatcom County:

__________________________
Jack Louws, Executive
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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

Originator: Engels 10/22/2013 11/12/2013 P&D/Council

Division Head:

Dept. Head:

Prosecutor:

Purchasing/Budget:

Executive:

TITLE OF DOCUMENT:
Request 1 yr extension of BSP 2006-0001 for Northgate Industrial Park No. 2

ATTACHMENTS:
Request from applicant through Betcher/Swanson law firm, Hearing Examiner decisi

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

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
The applicant requests a one-year extension of the Binding Site Plan (BSP) approved by the Hearing Examiner (preliminary binding site plan) in his December 9, 2008 decision. WCC 21.07.030(6) states: "The Whatcom County council shall have authority to grant three one-year extensions subsequent to the original preliminary plat approval. Each one-year extension may be granted if after taking into consideration technical, economic and other matters beyond the control of the applicant the council finds that there is reasonable justification for the granting of an extension. In granting each one-year extension, the council may take into consideration such changes in rules, regulations, ordinances, or development standards, or portions thereof, that have occurred since the time of the original approval was granted. The council may condition the extension so as to require compliance with any such subsequently adopted rules, regulations, ordinances, development standards, or portion thereof, that the council deems necessary to protect the public health, safety and welfare. Requests for extension shall be made in writing to the Whatcom County council prior to expiration of preliminary binding site plan approval."

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.
October 21, 2013

Whatcom County Council
311 Grand Avenue, Suite 105
Bellingham, Washington 98225

RE: Oxy Corporation – Northgate Industrial Park No. 2 (BSP2006-0001)
Extension Request

Dear Council Members:

In its December 9, 2008 decision (the “Decision”), the Whatcom County Hearing
Examiner approved a preliminary binding site plan with conditions, for Northgate
Industrial Park No. 2 General Binding Site Plan Permit No. BSP2006-0001 (the “BSP
Permit”). A copy of the Decision is attached for your reference.

Since 2008, Oxy Corp. (the “Applicant”) has diligently pursued the BSP Permit.
Unfortunately, due to conditions beyond the Applicant’s control, a general binding site
plan and specific binding site plans will not be submitted in proper form for approval
before the BSP Permit expires on December 9, 2013.

Pursuant to Condition 15 of the Decision, the Applicant hereby respectfully
requests that the BSP Permit be extended as provided in Whatcom County Code

Despite the general economic slowdown in the United States and Canada, the
Applicant diligently pursued the BSP Permit. The Applicant accomplished the following
items:

- Infrastructure Design: The Applicant enlisted Jones Engineers and Land
  Development Engineering & Surveying to design the infrastructure for the general
  binding site plan, which included substantial work on the storm water drainage
  system.

- Geological Studies: The Applicant hired Geotest Services to specifically prepare
  geological soil studies, which were necessary to support the infrastructure
  construction and drainage issues.

- Other Permits: The Applicant pursued other related permits with the County by
  making applications, paying permit fees, and paying consultants to move these
permits forward.

- County Approval: The County has approved the infrastructure designs and the geotechnical reports submitted for the BSP Permit and related permits.

As part of the previous general binding site plan, the Applicant spent almost $650,000 constructing a new building on the property. Unfortunately, the building remained unoccupied for over eight months, and when it was finally leased, it was for only a small portion of the total area and at a grossly reduced lease rate.

Furthermore, shortly after the BSP Permit was approved the economy slowed significantly, and as a result, there has been very little interest in the property. Due to these factors, the Applicant has been unable to progress any further than the items listed above.

Since beginning this process, the Applicant spent significant sums of money on this property and the BSP Permit. In addition to the almost $650,000 for the building, as referenced above, the Applicant spent almost $60,000 in expenses directly related to the BSP Permit including general binding site plan application fees, engineering, surveying, required studies, attorney fees, licenses and permits, and the like. Further, the Applicant paid almost $130,000 in real estate taxes to the county during this same time period.

The BSP Permit is set to expire on December 9, 2013. If the BSP Permit expires, the Applicant will suffer substantial hardship. By the BSP Permit expiring, the Applicant will lose all the time, effort, and expense it has put forth over the last several years for the BSP Permit. Additionally, the work done as part of prior development on the property will be impaired significantly.

WCC 21.07.030(5)(a)(i) & (ii) affords the Whatcom County Council the discretion to grant up to three one-year extensions when there is reasonable justification for the extension after taking into consideration technical, economic or other matters beyond the applicant’s control. Here, the Applicant is in a terrible position. The Applicant worked very hard to get to this position only to have a circumstance, which is entirely out of its control, thwart its best efforts. This is the reasonable justification contemplated by WCC 21.07.030(5)(a)(i) & (ii), and an extension is warranted.

The Washington State Legislature recognized this as reasonable justification for extension, too. Since 2010, the Washington State Legislature has amended RCW 58.17 to extend the time to complete plats three times. With the most recent legislation, a preliminary plat has ten (10) years to be submitted for final approval.\(^1\) Further, the Whatcom County Council took similar action when it adopted Ordinance Nos. 2010-026

\(^1\) Prior to 2010, a preliminary plat only had five (5) years to be submitted for final approval.
and 2010-067 in which land development permits were automatically extended due to the economic hardship.

As such, pursuant to Condition 15 of the Decision and WCC 21.07.030(5)(a)(i) & (ii), the Applicant requests that the Whatcom County Council extend the BSP Permit.

Thank you for your consideration of this request. We look forward to hearing from you.

Very truly yours,

BELCHER SWANSON LAW FIRM

BRADLEY D. SWANSON
Attorney at Law
BDS:hc
Encl.

Cc: Client
    Whatcom County Planning and Development Services
WHATCOM COUNTY HEARING EXAMINER

RE: Binding Site Plan Application for ) BSP2006-0001
) FINDINGS OF FACT,
) CONCLUSIONS OF LAW,
Oxy Corporation ) AND DECISION
Northgate Industrial Park No. 2

SUMMARY OF APPLICATION AND DECISION

Application: The Applicant is requesting a Preliminary Binding Site Plan to create five separate industrial building sites and three tracts (buffer, drainfield and detention/retention) on a parcel totaling 21.02-acres, located within the Light Impact Industrial (LII) zone. The five industrial parcels will be individually owned or leased, with all other tracts held in common.

Decision: The requested General Binding Site Plan is approved, subject to conditions.

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.

I.

Applicant: Oxy Corporation

Property Location: South of Grandview, westerly of Portal Way

Legal Description: Located within the NW ¼ of the NE¼ of Sec 7, T39N, R2E, W.M. Assessor’s Parcel No. 390207 329460

Zoning: Light Impact Industrial (LII)

Subarea: Cherry Point / Ferndale

Comprehensive Plan: Urban Growth Area (Ferndale)
Number of Lots: Five building lots and three tracts for detention, buffer and septic

Roads: Private (existing)

Water Supply: PUD No. 2

Sewage Disposal: Septic community drainfield (existing)

Fire Protection: Whatcom County Fire District #21

Law Enforcement: Whatcom County Sheriff's Office

Public Schools: Ferndale School District # 502

Topography: The site is flat with the largest slope at approximately 3%

Vegetation: Consists of a mixture of deciduous trees, shrubs, grasses, and wet soil plants. (The wet soils plants are located along the western portion of the site within Parcel 5 of BSP No. 2)

Adjacent Land Use: Surrounding properties to the west, north and east are zoned Light Impact Industrial (LII) with a small area to the northeast zoned Tourist Commercial (TC). Property to the north is zoned Rural (RSA), one dwelling per five acres.

East: Railroad, AM/PM store

West: Horse fields/pasture

North: Storage/warehouse

South: Wooded/zoned residential

Utility Easements: All utility easements to be shown on the face of the final mylar.

Variances: None requested

SEPA: Determination of Non-Significance, issued March 30, 2007

Authorizing Ordinances:
1) Revised Code of Washington Chapter 58.17
2) Whatcom County Code Title-21, Subdivision Regulations
4) State Environmental Policy Act (SEPA), Washington Administrative Code Chapter 197-11; Whatcom County Environmental Policy Administration Chapter 16.08
5) Whatcom County Code Chapter 12.08, Development Standards
6) Whatcom County Code Chapter 20.88, Major Project Permits

Legal Notices:  Posted – November 19, 2008
Mailed – November 17, 2008
Published – March 7, 2007 and November 20, 2008

Hearing Date: December 3, 2008

Parties of Record:

Oxy Corporation
PO Box 789
Anacortes, WA 98221

Jones Engineers, Inc.
4164 Meridian, Suite 200
Bellingham, WA 98226

Brad Swanson
900 Dupont Street
Bellingham, WA 98225

Amy Keenan
Planning and Development Services

Mary White
Division of Engineering

Exhibits:

1  Land Use Application
1-1  Supplemental Application
1-2  Application Letter, dated July 7, 2006 from Jones Engineers
1-3  Letter of Completeness, Vesting Only, dated November 3, 2006
1-4  Letter dated October 30, 2006 from Jones Engineers, indicating revised site
     plan and water availability forms attached
1-5  Letter of Complete Application, dated February 27, 2007.
1-6  Application Processing Track
1-7  Neighboring Property Owners, mailing labels
1-8  Plat Certificate
1-9  Returned Notice
Memorandum, dated November 25, 2008 from Amy Keenan, with attached memoranda dated October 21, 2008, from Mary White and Warner Webb, and letter from Whatcom County Fire District No. 7 to Brad Swanson, dated July 8, 2008

Staff Report, dated September 5, 2007

Interlocal Agreement Between City of Ferndale and Whatcom County Concerning Annexation and Development within the City of Ferndale UGA

Letter dated March 8, 2007 from Carl Reichhardt re: Drainage Concerns

Letter dated May 23, 2007 from Jones Engineers re: Northgate Industrial Park

Email memo correspondence between Royce Buckingham and Staff re: No Protest Agreement for Annexation, memo dated July 19, 2007

Memo, dated February 26, 2007 from Warner Webb re: Fire District Service for BSP2006-0001

Agency Comments [stapled together starting with Memo from Mary White to Wayne Fitch, dated May 17, 2007]

Email correspondence between Staff

Legal Notice, dated March 7, 2007

DNS, dated March 30, 2007

Memo, dated April 30, 2008, from Mary White to Michael Bobbink

Memo, dated October 21, 2008, from White to Bobbink

Memo, dated October 21, 2008, from Webb to Keenan

Certificate of Mailing, dated November 17, 2008

Certificate of Posting, dated November 19, 2008

Legal Notice, dated November 20, 2008

Site Plans, stamped received by PDS on September 15, 2008

Site Plans, dated 7/12/06
Health Water/Septic, dated 10/10/89

Preliminary Traffic Analysis

Preliminary Site Survey, dated October 20, 2005 by GEOTEST

Drainage Report Update, by Jones Engineers, dated October 25, 2005

Wetland / Fish and Wildlife Reconnaissance and Delineation, dated March 6, 2006 from Aqua-Terr Systems, Inc.

CC & Rs

Vicinity Map

Zoning Map

Aerial Map

Memorandum in Support, dated December 1, 2008, submitted by Brad Swanson

Email Memo, dated December 3, 2008 from Kyle Dodd to Amy Keenan

II.

The Land Use Services Division of Whatcom County Planning and Development Services recommended approval of the requested Binding Site Plan, subject to conditions. The Findings of Fact and Conclusions of Law of the Division are set forth in a Staff Report, Exhibit #3, dated September 5, 2007, a copy of which is attached hereto and incorporated herein by this reference.

The Staff Report indicates that there is a community drainfield for this site, sized for 200 employees. The Applicant has now received approval from the Health Department for a re-design of the system which would expand the system to allow 320 employees. With the exception of this Finding of Fact, the Applicant and Staff agreed that the Staff Report is factually accurate. The Findings of Fact set forth in the Staff Report, dated September 5, 2007, Exhibit No. 3, are adopted by the Hearing Examiner as Findings herein.

III.

There was no public comment on this application at the public hearing. There were no public comments prior to the hearing, during the comment period.

The Applicant filed a memorandum, which addressed issues that had been resolved prior to the public hearing. This memorandum also clarified a number of issues regarding the Binding Site
Plan and minor scrivner’s errors in documents relied upon by the Technical Committee incorporated by the Committee into the Staff Report. Staff indicated generally that they had no issues with the clarifications or those changes to the Conditions of Approval, with the exception of the appropriate setback from the front property line off North Gate Spur. North Gate Spur is a private road serving the parcels being created through this Binding Site Plan Approval. North Gate Spur ends in a cul-de-sac in the interior portion of the parcel. The Technical Committee felt that a 30-foot setback was required and the Applicant argued that a 20-foot setback was the appropriate setback under the applicable ordinances. The Hearing Examiner has concluded that a 20-foot setback from the front property line, along North Gate Spur, is the proper setback. This issue will be addressed briefly in the Conclusions of Law.

Other than the issue of the setback, the Technical Committee has agreed that the proposed changes to the conditions, including the removal of proposed Conditions 14 and 16, are appropriate.

IV.

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.

The Technical Committee has concluded that, subject to conditions, the proposed Binding Site Plan will meet all of the requirements of the Revised Code of Washington Chapter 58.17; Whatcom County Code, Title 21, Subdivision Regulations; Environmental Regulations; and Whatcom County Code, WCC 16.08, Development Standards. The Technical Committee Staff Report outlines clearly how these standards are being met by this proposal, subject to a set of conditions which have been agreed to by the Applicant and by the Technical Committee, with one exception, which will be discussed below.

The Hearing Examiner concurs in the Technical Committee Conclusions of Law and adopts them as Conclusions of Law herein.

II.

The Technical Committee believed that a 30-foot setback was appropriate along the North Gate Spur. The Applicant argued that the Development Standards only required a 20-foot setback along North Gate Spur.

WCC 20.0.210(5) generally requires a 30-foot setback. However, the table included in this section only requires a 20-foot setback for “minor access streets” in the Light Impact Industrial zone. It defines “minor access streets” as “... those that are dead-ends or that are constrained from ever developing further.” The Technical Committee concluded that North Gate Spur was not constrained
from ever developing further and concluded that a 30-foot setback was required. However, the
definition indicates that if a street is a dead-end or is constrained from developing further the street is
a minor access street. North Gate Spur dead-ends in a cul-de-sac in the interior of the parcels being
developed and is therefore a dead-end street. That makes it a minor access street, which only
requires a 20-foot setback.

III.

Preliminary Binding Site Plan Approval should be granted for North Gate Industrial Park No.
2, subject to conditions.

IV.

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

Binding Site Plan Approval is hereby granted to Oxy Corporation for the proposed Northgate Industrial
Park No. 2, "to be located on Assessor's Parcel No. 390207 329460, Grandview and Portal Way, Ferndale,
Washington, subject to the following conditions:

1) The Applicant shall comply with the requirements of the Whatcom County Division of
Engineering, memorandum dated October 21, 2008, unless modified by the Division of
Engineering or appealed to the appropriate agency.

2) The Applicant shall comply with the requirements of the Whatcom County Fire Marshal
memoranda, dated March 2, 2007 and October 21, 2008, unless modified by the Fire Marshal
or appealed to the appropriate agency.

3) The Applicant and/or any future developer on the site shall comply with the conditions of the
Chief Plans Examiner, memorandum dated March 26, 2007, unless modified by the Chief
Plans Examiner or appealed to the appropriate agency.

4) A detailed landscaping and buffering plan designed in accordance with WCC 20.80.300
shall be submitted to, and approved by the Zoning Administrator prior to recording a
Specific Binding Site Plan. A detailed landscaping/buffering plan designed in accordance
with WCC 20.80.345 shall be submitted for the Buffer Tract "B," and approved by the
Zoning Administrator prior to recording the Specific Binding Site Plan.

All landscaping and buffering shall be installed per the approved plan, or bonded for 125% of the
cost of labor and materials for installation of the plant materials and irrigation system, and a
maintenance bond shall also be submitted to Whatcom County to ensure proper maintenance of the
required landscaping and buffering. Both bonds shall be submitted prior to issuance of Certificates
of Occupancy for any of the proposed uses on the site. (WCC 20.80.375).

5) The Applicant shall comply with the requirements of the Whatcom County Health Department’s memorandum, dated April 5, 2007, unless modified by the Health Department or appealed to the appropriate agency.

6) Each future individual site development shall prepare a detailed parking plan designed in accordance with WCC 20.80.500, showing the above required landscaping, and including handicap parking areas. This plan shall be submitted to and approved by the Zoning Administrator at the building permit stage when the individual parcels develop.

7) Any signage installed on the site shall comply with the general signage provisions of WCC 20.80.410 and the criteria of WCC 20.80.450. Building permits shall be obtained prior to the installation of any such sign on the site. This shall be addressed at the building permit stage when the individual parcels develop.

8) All outside lighting shall be installed pursuant to WCC 20.80.523 to reduce impacts to adjacent residential uses. This shall be addressed at the building permit stage when the individual parcels develop.

9) All future uses shall comply with the following requirements of the Official Whatcom County Zoning Ordinance:

a) Minimum lot frontage in the LII zone shall be sufficient to provide adequate access and utility development, and meet applicable building setback, buffer, and development standards of the District. In no case, shall the frontage be less than 30-feet. WCC 20.66.255.

b) Building setbacks in the LII zone are limited to 20-feet from the front property line (except where a parcel fronts on Grandview Road) and 10-feet from side and rear property lines, per WCC 20.80.200 (.210). Parcels abutting the south property line (adjoining the Rural zone) are subject to a 50-foot setback, pursuant to WCC 20.80.345. This 50-foot setback has been established by way of a 50-foot Buffer Tract “B.”

c) Although no maximum building height is established, when building height exceeds 35-feet, the setback requirements of 20.80.200 (.210) shall be increased by one foot for each foot of building height in excess of 35-feet as applicable to all setbacks. Height of structures shall also conform to, where applicable, the general requirements of the Federal Aviation Administration (FAA), per WCC 20.80.675.

d) Building coverage in the LII zone is limited to 60% of the overall lot size.

e) Any development on the site shall comply with the pollution control and nuisance
abatement, heat, light and glare and ground vibration restrictions outlined in WCC 20.66.701, .702, and .703.

10) A maintenance agreement shall be drafted to provide for the maintenance of any areas in common ownership and where drainage facilities are shared by all of the various uses in the Binding Site Plan. A copy of this agreement shall be submitted to Planning and Development Services prior to recording of the General Binding Site Plan.

11) All appropriate deed, dedications and easements will be established on the face of the General and/or Specific Binding Site Plans during their respective review processes.

12) The Applicant shall comply with the requirements of the Critical Areas Administrator, outlined in the May 11, 2007 review, unless modified by the Critical Areas Administrator, or appealed to the appropriate agency.

13) The following condition regarding traffic impacts to Grandview Road shall be included on the face of the general and specific binding site plan:

Traffic impacts shall be analyzed for each parcel individually, through the SEPA process, at the time a building permit application is made for a parcel, taking into account the development that has occurred within this Binding Site Plan up to the date the building permit application is made. Mitigation, if any, shall be addressed at that time.

14) The Applicant shall comply with the condition of the Lummi Nation Tribal Historic Preservation Office unless modified by the Lummi Nation Tribal Historic Preservation Office or appealed to the appropriate agency.

15) Approval of a preliminary binding site plan shall become invalid unless a general binding site plan and all specific binding site plans are submitted in proper form for approval, within five years of the date of preliminary binding site plan approval. This expiration date may be extended pursuant to WCC 2007.030(5)(i)&(ii).

16) Final lot configuration shall be determined by specific binding site plans, to allow for greatest flexibility for future uses on individual building sites. Final lot lines shall be determined at the discretion of the property owner so long as the final lot lines comply with the conditions of the preliminary binding site plan.

17) 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 five years 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 or 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 & Development Services before granting any extension.

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 calendar 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 9th day of December 2008.

Michael Bobbink, Hearing Examiner
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES
Originator:
Matt Avorn
Division Head:
Mark Personius
Dept. Head:
Sam Ryan
Prosecutor:
Royce Buckingham
Purchasing/Budget:

Executive:
Jack Lowes

DATE
10/7/2013
10/7/13
10/10/13
10/11/13

TITLE OF DOCUMENT:
Capital Facility Planning – Special Purpose Districts.

ATTACHMENTS:
1. Cover letter
2. Proposed Ordinance and Exhibits
3. Planning Commission Findings of Fact and Reasons for Action
4. Draft Planning Commission Minutes

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

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

The Council must hold a hearing if they want to change the Planning Commission’s recommendation (WCC 2.160.100(B)).

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

Amending provisions of the Whatcom County Comprehensive Plan and Foothills Subarea Plan relating to special purpose districts and capital facility planning. Amendments include adopting by reference or incorporating information from the Columbia Valley Water District, Water District 13, Mount Baker School District and Fire District 8 plans into the Whatcom County Comprehensive Plan and making related changes.

NOTE: Final approval of these amendments would occur as part of concurrent review of comprehensive plan amendments in early 2014.

COMMITTEE ACTION:

COUNCIL ACTION:
10/22/2013: Introduced

Related County Contract #: Related File Numbers: AB2013-088 and PLN2013-00001

Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
October 7, 2013

To: The Honorable Jack Louws, Whatcom County Executive
   The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Long Range Planning Division Manager

RE: Capital Facility Planning – Special Purpose Districts

The Whatcom County Comprehensive Plan addresses various capital facilities, including those needed to provide water, schools and fire protection. The following special purpose districts have adopted new plans:

- The Columbia Valley Water District, which serves a portion of the Columbia Valley Urban Growth Area (UGA) and surrounding lands.

- Water District 13, which also serves a portion of the Columbia Valley UGA and surrounding lands.

- The Mount Baker School District, which serves lands in the central and eastern portions of the County, including Acme, Deming, Kendall, Columbia Valley UGA, Maple Falls, Glacier and surrounding lands.

- Fire District 8, which serves the western portion of the Bellingham UGA, a portion of the Lummi Reservation, and surrounding lands.

The subject proposal would adopt by reference and/or incorporate information from these plans into the Whatcom County Comprehensive Plan, and make other related changes.

We would like to thank the staff and elected officials from these Districts for their efforts relating to capital facility planning. These efforts will help ensure that capital facility planning supports adopted land use plans.

Planning & Development Services is requesting Council consideration of these amendments on November 12. However, the proposed Comprehensive Plan amendments are subject to concurrent review. Therefore, the Council would not render a final decision on the proposal until early 2014.

Thank you for your consideration of this matter.
ADOPTING COMPREHENSIVE PLAN AMENDMENTS RELATING TO CAPITAL FACILITY PLANNING FOR SPECIAL PURPOSE DISTRICTS

WHEREAS, The Whatcom County Council initiated the subject amendments for review in 2013; and

WHEREAS, the Columbia Valley Water District approved a water plan in 2013, Water District 13 approved a water plan in 2012, the Mount Baker School District approved a capital facilities plan in 2013, and Fire District 8 approved a capital facilities plan in 2013; and

WHEREAS, The Whatcom County Planning Commission held a public hearing relating to incorporating these plans and/or information from these plans into the Whatcom County Comprehensive Plan on September 26, 2013; and

WHEREAS, The Whatcom County Planning Commission recommended approval of the comprehensive plan amendments on September 26, 2013; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. The subject amendments to the Whatcom County Comprehensive Plan are as follows:

   a. Amending Whatcom County Comprehensive Plan Chapter 2 (Land Use) to recognize that the Evergreen Water and Sewer District has changed its name to the Columbia Valley Water District.

   b. Amending Whatcom County Comprehensive Plan Chapter 4 (Capital Facilities) to adopt the Columbia Valley Water District 2013 Water System Plan Update, the Water District 13 Small Water System Plan and Mount Baker School District Capital Facilities Plan by reference and making related changes.

   c. Amending the Foothills Subarea Plan to provide information relating to the Columbia Valley Water District, Water District 13 and the Mount Baker School District.

   d. Amending the Whatcom County 20-Year Capital Facilities Plan to incorporate information from the Columbia Valley Water District 2013 Water System Plan Update, incorporate information from the Water District 13 Small Water System Plan and making related changes.
e. Amending the Whatcom County 20-Year Capital Facilities Plan to incorporate information from the Mount Baker School District Capital Facilities Plan and making related changes.

f. Amending the Whatcom County 20-Year Capital Facilities Plan to incorporate information from the Fire District 8 Capital Facilities Plan and making related changes.

2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on August 9, 2013.

3. A determination of non-significance was issued under the State Environmental Policy Act (SEPA) on August 12, 2013.

4. Notice of the Planning Commission hearing was posted on the County website on August 12, 2013.

5. Notice of the Planning Commission hearing was sent to the City of Bellingham, special purpose districts, and citizen, media and other groups on the County's e-mail list on September 5, 2013.

6. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on September 13, 2013.

7. The Planning Commission held a public hearing on the subject amendments on September 26, 2013.

8. Pursuant to WCC 2.160.080, in order to approve the proposed comprehensive plan amendments the County must find all of the following:

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

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

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

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

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

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

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

Growth Management Act

9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.

10. GMA Planning Goal 1 is to “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner” (RCW 36.70A.020(1)).

11. GMA Planning Goal 12 is to “Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards” (RCW 36.70A.020(12)).

12. The subject amendments include updating the Whatcom County Comprehensive Plan to incorporate the Columbia Valley Water District 2013 Water System Plan Update and the Water District 13 Small Water System Plan (2012). These districts serve the Columbia Valley UGA and surrounding areas.

13. The subject amendments include updating the Whatcom County Comprehensive Plan to incorporate the Mount Baker School District Capital Facility Plan (2013). The District serves the Columbia Valley UGA, Acme, Deming, Kendall, Maple Falls, Glacier and surrounding areas.

14. The subject amendments include updating the Whatcom County Comprehensive Plan to incorporate information from the Fire District 8 Capital Facilities Plan (2013). The District serves the western portion of the Bellingham UGA, including the Bellingham International Airport, a portion of the Lummi Reservation, and surrounding areas.
15. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include a capital facilities plan element consisting of:

   a. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

   b. A forecast of the future needs for such capital facilities.

   c. The proposed locations and capacities of expanded or new capital facilities.

   d. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.

   e. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

16. The capital facilities plans generally contain inventories, forecasts of future needs, proposed capital facilities, and financing plans.

County-Wide Planning Policies

17. County-Wide Planning Policy E-4 states “The County shall assure that there are plans to provide appropriate levels of urban facilities and services within non-city Urban Growth Areas. These plans should be developed by special purpose districts . . .”

18. The Columbia Valley UGA is not associated with a city.

19. The Columbia Valley Water District and Water District 13 are generally planning capital improvements to serve the portions of the Columbia Valley UGA within their respective service areas.

20. The Mount Baker School District Capital Facilities Plan projects that the schools serving the Columbia Valley UGA (Kendall Elementary, the Junior High School and the High School) will have adequate capacity over the planning period.

Interlocal Agreements

21. An Interlocal Agreement between Whatcom County and Columbia Valley Water District was signed in 2010.

22. An Interlocal Agreement between the City of Bellingham and Whatcom County concerning Planning, Annexation and Development within the Bellingham UGA was signed in 2012.
23. An Interlocal Agreement between Fire District 8 and the City of Bellingham for the provision of administrative services was signed in 2013.

24. There are no provisions in the Whatcom County Comprehensive Plan amendments that are inconsistent with these interlocal agreements.

Further Studies/Changed Conditions

25. The Columbia Valley Water District and Water District 13 have studied facilities needed to serve existing and planned development and formulated new water system plans.

26. The Mount Baker School District has studied facilities needed to serve existing and planned development and formulated a new capital facilities plan.

27. Fire District 8 has studied facilities needed to serve existing and planned development and formulated a new capital facilities plan.

28. Further study and formulation of plans by the Columbia Valley Water District, Water District 13, Mount Baker School District and Fire District 8 constitute changed conditions that warrant amendments to the Whatcom County Comprehensive Plan.

Public Interest

29. The comprehensive plan amendments will serve the public interest by adopting new or updated water, school and fire protection capital facility plans to serve planned growth in Whatcom County. These special purpose district plans will serve planned land uses, will enhance provision of public facilities and services, and will not harm resource lands.

Spot Zoning

30. The subject proposal does not involve rezoning property.

CONCLUSIONS

The subject comprehensive plan amendments are consistent with the approval criteria of WCC 2.160.080.
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The Whatcom County Comprehensive Plan Chapter 2 (Land Use) is hereby amended as shown on Exhibit A.

Section 2. The Whatcom County Comprehensive Plan Chapter 4 (Capital Facilities) is hereby amended as shown on Exhibit B.

Section 3. The Foothills Subarea Plan is hereby amended as shown on Exhibit C.

Section 4. The water provisions of the Whatcom County 20-Year Capital Facilities Plan are hereby amended as shown on Exhibit D.

Section 5. The school provisions of the Whatcom County 20-Year Capital Facilities Plan are hereby amended as shown on Exhibit E.

Section 6. The fire protection provisions of the Whatcom County 20-Year Capital Facilities Plan are hereby amended as shown on Exhibit F.

Section 7. 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 ________ , 2014.

ATTEST:                          WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ________________________________
Dana Brown-Davis, Council Clerk  Kathy Kershner, Chairperson

APPROVED as to form:  ______________________________________________
( ) Approved       ( ) Denied

______________________________  ________________________________
Civil Deputy Prosecutor         Jack Louws, Executive

Date: _________________________  ________________________________
Exhibit A

Whatcom County
Comprehensive Plan
Amendments
(Chapter 2)

NOTE: For brevity and ease in viewing the proposed changes, portions of the Comprehensive Plan that are not being modified by this ordinance are not shown below. The text, goals, policies and maps that are not shown below are retained as previously adopted.
Amend the Land Use Chapter of the Whatcom County Comprehensive Plan (Chapter 2) as follows:

Paradise Lakes has public roads and continues to utilize septic systems for sewage disposal. The Columbia Valley Water District (formerly Evergreen Water-Sewer District) provides public water service (formerly provided by the Paradise Lakes Country Club) to residential and camper lots within the Paradise Lakes divisions. Peaceful Valley has private roads and a water and sewer system managed by Water District 13.

30. Establish on-going communications link with Whatcom County Water District 13, Columbia Valley Water District Evergreen Water and Sewer District 19, and Community Associations to work towards mutually beneficial infrastructure solutions including combined services in the Columbia Valley UGA.
Exhibit B

Whatcom County
Comprehensive Plan
Amendments
(Chapter 4)

NOTE: For brevity and ease in viewing the proposed changes, portions of the Comprehensive Plan that are not being modified by this ordinance are not shown below. The text, goals, policies and maps that are not shown below are retained as previously adopted.
Amend the Capital Facilities Chapter of the Whatcom County Comprehensive Plan (Chapter 4) as follows:

**Goal 4N:** Adopt special district and County capital facility plans for unincorporated UGAs into this plan by reference when consistent with the Whatcom County Comprehensive Plan.

**Policy 4N-1:** The Birch Bay Water and Sewer District Comprehensive Water System Plan, dated March 2009, is adopted by reference into the comprehensive plan.

**Policy 4N-2:** The Birch Bay Water and Sewer District Comprehensive Sewer System Plan, dated May 2009, is adopted by reference into the comprehensive plan.

**Policy 4N-3:** The Birch Bay Comprehensive Stormwater Plan, dated July 2006, is adopted by reference into the comprehensive plan.

**Policy 4N-4** The North Whatcom Fire and Rescue Capital Facilities Plan, dated August 2009, is adopted by reference into the comprehensive plan.

**Policy 4N-5:** The Public Utility District No. 1 Comprehensive Water System Plan, dated October 2004, is adopted by reference into the comprehensive Plan.

**Policy 4N-6:** The Columbia Valley Water District 2013 Water System Plan Update The Evergreen Water-Sewer District Comprehensive Water System Plan, dated June 2004, is adopted by reference into the comprehensive plan. This water system serves a portion of the Columbia Valley UGA.

**Policy 4N-7:** The Water District No. 13 Small Water System Plan, dated August 2012 February 2005, is adopted by reference into the comprehensive plan. This water system serves a portion of the Columbia Valley UGA.

**Policy 4N-8** The Water District No. 13 Comprehensive Sewer Plan, dated August 2012, is adopted by reference into the comprehensive plan. This sewer system serves a portion of the Columbia Valley UGA.

**Policy 4N-9:** The public stormwater facilities sections relating to the Columbia Valley UGA in the Water Quantity and Quality Report Foothills Subarea (Aspect Consulting, July 18, 2008, pp. 2-3, 36-39, and 55-56) are adopted by reference into the comprehensive plan.


Policy 4N-12: The Whatcom County Fire District No. 7 Capital Facilities Plan, dated May 2011, is adopted by reference into the Comprehensive Plan (except that the UGA boundaries shown in the Fire District No. 7 Capital Facilities Plan are not adopted by reference).
Exhibit C

Foothills Subarea Plan
Amendments

NOTE: For brevity and ease in viewing the proposed changes, portions of the Foothills Subarea Plan that are not being modified by this ordinance are not shown below. The text and maps that are not shown below are retained as previously adopted.
Amend the Foothills Subarea Plan, Chapter 1, Introduction and Population Projections as follows:

As of the beginning of the 2012 school year, the Mount Baker School District had experienced a drop in school enrollment over the last ten years.

Amend the Foothills Subarea Plan, Chapter 2, Land Use as follows:

In the Columbia Valley UGA, the subarea plan allows for development of public land uses within the Planned Town Center. These will be land uses that provide governmental or other institutional services to the UGA’s residents. The Mt. Baker School District and the East County Regional Resources Center have already looked to developed facilities in the Columbia Valley. In addition, the UGA will eventually need sanitary sewer service for its entirety, possibly requiring the dedication of additional land for wastewater treatment. There is now some land set aside for the existing treatment facility, but an expanded system may require more. That could take the form of either an expanded facility at the existing site or a new facility at a separate location.

Amend the Foothills Subarea Plan, Chapter 5, Utilities as follows:

Water District 13 was established in 1975 to serve the Peaceful Valley development. According to the State Department of Health drinking water database, Water District 13 is approved for 1,338 total connections and served 361 existing connections as of September 2013. This leaves capacity for 977 additional approved connections. Additionally, Water District 13 installed meters in 2005-07. In other areas around the County, water usage has come down when meters are installed and a rate structure implemented that charges more when additional water is used. These measures lead to repairing leaky pipes and generally result in water conservation. The District’s engineer has estimated that the District may be able to gain approval for about 300 additional water connections, with their existing water rights, because of conservation measures. Water District No. 13 has two tanks with a total storage capacity of 300,000 gallons. The District draws groundwater from two wells to serve its customers. Potable water has not been treated in the past.

The predecessor of the Columbia Valley Water District (formerly known as Evergreen Water-Sewer District No. 19), the Paradise Lakes Country Club water association, operated the water system from its inception in 1971 until 2003, when Evergreen Water-Sewer District took over the system. The Columbia Valley Water District provides water service to the Paradise Lakes Country Club subdivision and the Camper’s Paradise recreational development. The Columbia Valley Water District 2013 Water System Plan Update estimates that the District serves 974 equivalent residential units (ERUs) in 2013 and will serve 1,242 ERUs by 2030 (p. 36), which would be an increase of 268 ERUs. The Water System Plan finds that the District will have adequate water to serve development through the 2030 planning horizon (pp. 45-47 and 53). According to a State Department of Health letter dated February 9, 2007, the District is approved for 1,423 total connections and served 1,367 existing connections. This leaves capacity for
56 additional approved connections. The Columbia Valley Water District has fortyfive tanks with a total storage capacity of 762,000,000 gallons. The District draws groundwater from three wells to serve its customers. Potable water is chlorinated immediately after drawing it from the source. There is no other treatment of the water.

Table 5.1 – Additional Water connections to serve the UGA

<table>
<thead>
<tr>
<th>District</th>
<th>Additional Connections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water District 13:</td>
<td>977</td>
</tr>
<tr>
<td></td>
<td>991 (already approved)</td>
</tr>
<tr>
<td>Columbia Valley Water District (formerly Evergreen Water-Sewer District):</td>
<td>268</td>
</tr>
<tr>
<td></td>
<td>56 (already approved)</td>
</tr>
<tr>
<td>Total:</td>
<td>1,245</td>
</tr>
<tr>
<td></td>
<td>4,047</td>
</tr>
</tbody>
</table>

Amend the Foothills Subarea Plan, Chapter 10, Community Facilities, Schools, Sheriff, Fire Protection, Emergency Medical Services and Solid Waste Management as follows:

Schools

The Foothills Subarea is served by the Mount Baker School District. The District’s Six-Year Capital Facilities Plan (May 2013Feb., 2006) states:

“The Mount Baker School District has adequate classroom space to serve the students of the District over the next 20-year planning period (through the year 2036). Specifically, the schools serving the Columbia Valley Urban Growth Area (Kendall Elementary School, the Junior High School and the High School) have surplus capacity to house the students anticipated over the planning period. Therefore, the District is not planning any new or expanded classroom facilities” (p. 12).

If the growth occurs in the Columbia Valley that is currently being negotiated the District may need to build an additional Elementary School.

Based upon the District’s capacity data and enrollment projections, as well as student generation data (number of student per each new construction in the past four years), the District has determined that significant capacity improvements will be necessary to serve students generated if the proposed residential construction does occur.
Amend the Foothills Subarea Plan, Chapter 13, Kendall Rural Community Master Plan as follows:

School capacity – The Kendall School is a prominent component of the Rural Community. Based on comments received during the planning process, it is already over capacity. As population increases, the school district may need to increase the capacity at the Kendall School or construct additional facilities elsewhere. The Kendall master plan must provide the District with the flexibility it needs to provide adequate school capacity.

Amend the Foothills Subarea Plan, Appendix A, Bibliography as follows:

ECONorthwest: Foothills Subarea Population Forecast, December 1, 2006

ECONorthwest: Foothills Subarea Economic Analysis, June 12, 2007

Foothills Subarea, a component of the Whatcom County Comprehensive Land Use Plan, November 1988

Foothills Subarea Plan Advisory Committee: Records of Decisions & Recommendations, March 2006 – May 2010

Studio Cascade: Vision Week Evaluative Summary, July 2006

Studio Cascade: Foothills Subarea Plan Questionnaire Report, January 2007

Columbia Valley Water District 2013 Water System Plan Update, 2013 Evergreen Water-Sewer District Comprehensive Water System Plan, June 2004 (the District’s name was changed to the Columbia Valley Water District in 2010)

Whatcom County Water District #13 Small Water System Plan, Revised August 2012 Water System Plan for Whatcom County Water District No. 13, February 2005
Exhibit D

Whatcom County 20-Year Capital Facilities Plan Amendments (Water System Provisions)

NOTE: For brevity and ease in viewing the proposed changes, portions of the Whatcom County 20-Year Capital Facilities Plan that are not being modified by this ordinance are not shown below. The text and maps that are not shown below are retained as previously adopted.
Amend the “Executive Summary” of the Whatcom County 20-Year Capital Facilities Plan (Whatcom County Comprehensive Plan Appendix E) as follows:

Water Systems

A comparison of the water system plans of urban water systems in Whatcom County shows that most of the water systems plan for populations greater than that projected for their service area as part of the Whatcom County 2029 capital facility planning process. This indicates that these water systems generally plan conservatively for drinking water needs, particularly given the time it takes to seek new water supplies to serve growth. Evergreen Water District, Water District 13, City of Everson, City of Nooksack, City of Sumas, Water District 7, and Lake Whatcom Water and Sewer District all plan for populations lower than that found in the Whatcom County 2029 CFP projections, potentially indicating a need to update their analysis with updated population and employment figures as part of their planning for water system needs. Birch Bay Water and Sewer District’s Plan identified a near-term need for additional water sources, and is actively working with its partner, the City of Blaine, to obtain new water sources. In addition, when the Ecology water rights calculation for the City of Lynden of 1,110 gpm is considered, instead of the City’s source capacity estimates, then the City of Lynden experiences water deficits in the planning period. Other urban area water purveyors identify storage and/or distribution projects that will be needed to continue providing service at adequate levels over the planning period. For those service providers with plans, a variety of short and long-term projects are identified to address deficiencies (see Urban Water Systems Capital Project and Funding Section).

Amend the “Water Systems” chapter of the Whatcom County 20-Year Capital Facilities Plan (Whatcom County Comprehensive Plan Appendix E) as follows:

Water Systems

This section identifies current water supply and transmission inventories within the County.

Public water systems are classified into two categories, Group A and Group B systems. Group A water systems serve 15 or more connections or 25 or more people/day for 60 or more days/year. A Group B water system is a public water system that serves less than 15 connections or fewer than 25 people/day for 60 days or more/year. A full description of Groups A and B water systems can be found in WAC 246-290-010.

For purposes of this Capital Facilities Plan, water systems are divided into those that serve urban growth areas (Urban Water Systems) and those that provide 50 or more connections located outside of UGAs (Rural Area Water Systems). A summary of the countywide water planning process encompassed in the Whatcom County Coordinated Water System Plan is presented first
followed by inventories of urban water service providers. Information about rural water service providers is included in Appendix 3.

Whatcom County Coordinated Water System Plan (CWSP)

The CWSP was prepared by the Whatcom County Water Utility Coordinating Committee (WUCC) representing individual water utilities located throughout the County.

The CWSP was developed to ensure that County water purveyors meet state and federal laws governing potable water supply in conjunction with the Washington State Department of Health (DOH) and State Department of Ecology (Ecology). The Whatcom County CWSP (February 2000) presents an assessment of municipal and industrial water supply needs in the County and a program to effectively provide water supply and service to customers throughout the area.

The CWSP represents the continued efforts of the County in managing the County’s potable water resources according to all applicable State and County public policy. The current CWSP provides further refinement of process and strategy for existing water utilities to define their role in a program consistent with adopted land use policies and projected growth strategy. The CWSP establishes agreed upon water system service boundaries, and identifies future population growth that waters systems must plan on providing over the long-term. The County is responsible for updating, maintaining, and implementing the CWSP.

The February 2000 Whatcom County CWSP identified 186 Group A water systems and 183 Group B water systems that constitute the public drinking water systems currently found within Whatcom County. This Capital Facilities Plan inventories water facilities owned by public and private entities in Whatcom County, including all Group “A” Community Water Systems with 50 or more connections located within the County as identified by the State Department of Health.

Urban Water Systems (within UGAs)

Overview

There are 14 systems that provide primary service to the County’s UGAs.

Inventory of Current Facilities

This section of the CFP inventories each of the major 14 Group A Water Systems that provides water service to Whatcom County’s UGAs. Table 49 provides an inventory of water systems that identifies the name of each water system, the portion of the County population the system serves, and the existing DOH approved connections. The inventory identifies both existing connections, as identified by DOH records, as well as an equivalent residential unit (ERU) number of connections. This is helpful to note if a water system has commercial or industrial connections that use larger amounts of water than a typical residential unit.
Level of Service Capacity Analysis

Water system purveyors provide a LOS standard, generally expressed in water consumption of gallons per capita (or per connection) per day. When applying this standard to existing and future population, household, and employment estimates, and comparing to the water source capacity noted in the inventory table above, a water system provider can obtain a sense for how planned growth will affect water service into the future.

Each water service provider is required to prepare a water system plan (WSP) and a program of capital improvements that address the system’s anticipated needs within their designated water service area, consistent with local land use plans. When the utility is requested to provide water service, it will identify that portion of the planned capital facilities as well as other installations which are necessary to provide the service necessary. As growth occurs, the full level of water service will eventually be provided throughout the service area of the utility in a planned development plan program which meets governmental requirements and minimizes overall costs to the customers. More detail on planned improvements for urban water service providers is provided under Capital Projects and Funding, below.

Table 50 identifies both water system plan LOS standards, or in the absence of an LOS standard identified in the individual water system plan, a comparable Countywide standard for urban water systems identified in the Whatcom County Coordinated Water System Plan.
<table>
<thead>
<tr>
<th>System Name</th>
<th>Connections</th>
<th>Water Rights</th>
<th>Capacity</th>
<th>Service Area</th>
<th>System Owner or Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Existing</td>
<td>Approved</td>
<td>Qa (afy)</td>
<td>Qi (gpm)</td>
<td>Qi (cfs)</td>
</tr>
<tr>
<td>City of Bellingham</td>
<td>26,259</td>
<td>unspecified</td>
<td>Not determined</td>
<td>125</td>
<td></td>
</tr>
<tr>
<td>Water District 2</td>
<td>552</td>
<td>821</td>
<td>See 4</td>
<td>See 4</td>
<td>See 4</td>
</tr>
<tr>
<td>Water District 7</td>
<td>634</td>
<td>1,145</td>
<td>See 4</td>
<td>See 4</td>
<td>See 4</td>
</tr>
<tr>
<td>Lake Whatcom Water &amp; Sewer</td>
<td>3,719 5</td>
<td>unspecified</td>
<td>1,758.3</td>
<td>1,946</td>
<td></td>
</tr>
<tr>
<td>City of Blaine</td>
<td>2,421</td>
<td>unspecified</td>
<td>2,560</td>
<td>2,170</td>
<td></td>
</tr>
<tr>
<td>Birch Bay Water System</td>
<td>4,583</td>
<td>unspecified</td>
<td>See 7</td>
<td>See 7</td>
<td>See 7</td>
</tr>
<tr>
<td>Columbia Valley Water District</td>
<td>4,243</td>
<td>4,423</td>
<td>427</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>Water District</td>
<td>1,362 6</td>
<td>unspecified</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>347 367 9</td>
<td>1,338</td>
<td>454</td>
<td>450</td>
<td></td>
</tr>
<tr>
<td>City of Everson</td>
<td>789</td>
<td>unspecified</td>
<td>601</td>
<td>800</td>
<td></td>
</tr>
<tr>
<td>City of Ferndale</td>
<td>4,696</td>
<td>unspecified</td>
<td>2,055</td>
<td>2,870</td>
<td></td>
</tr>
<tr>
<td>PUD 1</td>
<td>N/A</td>
<td>N/A</td>
<td>49,923.8</td>
<td>83</td>
<td></td>
</tr>
<tr>
<td>City of Nooksack</td>
<td>448</td>
<td>unspecified</td>
<td>See 1342</td>
<td>See 12</td>
<td>See 1342</td>
</tr>
<tr>
<td>City of Sumas</td>
<td>496</td>
<td>unspecified</td>
<td>3,744 3442</td>
<td>3,910 5443</td>
<td></td>
</tr>
<tr>
<td>City of Lynden</td>
<td>4,400</td>
<td>unspecified</td>
<td>1,792 5444</td>
<td></td>
<td>11.7 3544</td>
</tr>
</tbody>
</table>

Qa = Annual Quantity; Qi = Instantaneous Quantity; afy = acre feet per year; gpm = gallons per minute; cfs = cubic feet per second; N/A = Not Available.
Exhibit D – 20-Year CFP Amendments (Water Systems)
Planning Commission Recommendation – September 26, 2013

1 Water rights are as provided by Department of Ecology comment letter from Doug Allen to David Stalheim, June 22, 2009. Columbia Valley Water District instantaneous quantity (Q) is from the District’s 2013 Water System Plan Update (p. 45).


4 Purchases water from City of Bellingham (Department of Ecology, June 22, 2009).

5 Lake Whatcom Water and Sewer District Water System Comprehensive Plan (August 2009). Note: Source and storage capacity consists of compilation of the component systems found on District’s Water Facilities Inventory forms located in Section 10 of Plan.

6 Source: Blaine Water System Plan (July 2008), Table 2.7 ERU estimate for the year 2006.

7 Purchase water from City of Blaine (Department of Ecology, June 22, 2009).


9 For Water District 13, existing connections are from the Water Facilities Inventory Form on the Washington State Department of Health website: https://fortress.wa.gov/doh/eh/portal/odwsd/intro.aspx, accessed July 12, 2013. ERUs were derived from the Water Facilities Inventory Form and the Whatcom County Water District # 13 Small Water System Plan (2012), pp. 13-14.

10 Of this amount, 6,264 afy is for irrigation supply only (Department of Ecology, July 22, 2009).

11 Source is from Whatcom County Coordinated Water System Plan’s System Assessment and Inventory (March 1999).

12 Population for PUD 1 is only 32 because the majority of the PUD service area consists of commercial and industrial customers.

13 Purchases water from City of Sumas (Department of Ecology, June 22, 2009).

14 Of these amounts, 422.2 afy/299 gpm is to be used for streamflow mitigation only (Department of Ecology, June 22, 2009).

15 Lynden also holds a surface water right for 70 afy/0.57 cfs to serve (only) the EDB and 1, 2 DCP contaminated area west of the City (Department of Ecology, June 22, 2009). Note: per Department of Ecology comment letter of June 22, 2009, City of Lynden asserts that they have 6,623.5 afy for Qa and 14,734 gpm for Qi. DOE believes, supported by state Attorney General review, that Lynden has 1,792 afy and 11.7 cfs (5,251 gpm). DOE is currently entered into a Memorandum of Understanding with Lynden that precludes enforcement on their continued exceed of their water right, until such time as DOE and Lynden resolve the dispute over their rights, the City acquires more rights, or City work within their existing rights in city planning and development (Department of Ecology, June 22, 2009).

16 City of Lynden Water System Plan, August 2008, p. 1-4, Table 1-1.

Sources: Unless otherwise noted, Washington Department of Health, Washington Department of Ecology (water rights), and individual water system plans.
Table 50. Water Level of Service (LOS) Standards

<table>
<thead>
<tr>
<th>Service Provider</th>
<th>LOS Standard (Average Daily Demand)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bellingham</td>
<td>199 gallons/day/ERU ¹</td>
</tr>
<tr>
<td>Water District 2</td>
<td>210 gallons/day/ERU ²</td>
</tr>
<tr>
<td>Water District 7</td>
<td>221 gallons/ERU/day</td>
</tr>
<tr>
<td>Lake Whatcom Water and Sewer (formerly Water District 10)</td>
<td>219 gallons/day/ERU ³</td>
</tr>
<tr>
<td>City of Blaine</td>
<td>300 gallons/household/day</td>
</tr>
<tr>
<td>Birch Bay Water and Sewer District</td>
<td>140 gallons/capita/day ⁴</td>
</tr>
<tr>
<td>Columbia Valley Water District</td>
<td>215 gallons/day/ERU ⁵</td>
</tr>
<tr>
<td>Evergreen Water and Sewer</td>
<td>270 gallons/household/day</td>
</tr>
<tr>
<td>Whatcom County Water District 13</td>
<td>205 gallons/day/ERU ⁶</td>
</tr>
<tr>
<td></td>
<td>270 gallons/household/day</td>
</tr>
<tr>
<td>City of Everson</td>
<td>300 gallons/ERU/day</td>
</tr>
<tr>
<td>City of Ferndale</td>
<td>140 gallons/capita/day ⁴</td>
</tr>
<tr>
<td>PUD 1</td>
<td>140 gallons/capita/day ⁴</td>
</tr>
<tr>
<td>City of Lynden</td>
<td>235 gallons/day/ERU</td>
</tr>
<tr>
<td>City of Nooksack</td>
<td>250 gallons/day/ERU ⁷⁶</td>
</tr>
<tr>
<td>City of Sumas</td>
<td>225 gallons/day/residential connection</td>
</tr>
</tbody>
</table>

1  City of Bellingham Water System Plan, Tables 2-8 and 2-11 (June 2009).
2  Whatcom County Water District #2, Draft Water System Plan, August 4, 2009, page 2-5.
4  Where an LOS standard was not specifically identified in a water system plan, the average daily water consumption figure for urban water systems was taken from the CWSP, Table 3-4, page 3-5 (February 2000). Other LOS standards found in Table 50 are provided in gallons/ERU/day or gallons/household/day rather than gallons/capita/day noted in the Whatcom County CWSP.
6  Whatcom County Water District #13 Small Water System Plan, 2012, p. 18.
76  Personal communication. Email from Erin Osborn to Matt Aamot, July 14, 2009.

Table 51 provides an overview of the planning horizon year and horizon year population for the latest urban water system plans in comparison to Whatcom 2029 population projections. As can be seen by a review of the table, most urban water systems plan conservatively for drinking water needs, particularly given the time it takes to seek new water supplies to serve growth. Evergreen Water District’s WSP projected population of 3,000 is lower than the population of 3,584 projected in this CFP for 2029. The Water District 13 WSP projected population of 1,170 is lower than the population of 1,665 projected in this CFP for 2029. The City of Everson’s WSP projected population of 3,114 is lower than the population of 3,337 projected in this CFP for the 2029 horizon year. Nooksack’s WSP projected population is lower than the 2,047 population projected in this CFP’s horizon year. Sumas’ WSP projected population of 1,625 is lower than the 2,095 anticipated in the city by 2029. Although Lake Whatcom Water District’s 2027 horizon year population is lower than that projected for the district by 2029 in this CFP, the district’s plan
also includes a build-out population which is more conservative than the district’s 2029 horizon population considered in this CFP.

Table 51 also identifies each urban water system’s horizon year average daily demand (ADD) in millions of gallons per day. The table shows that most of the water systems are proactively planning in a long-range and conservative fashion in order to be prepared to obtain future water resources, as needed. As can be seen from a review of individual water system descriptions in the next section, most districts have identified capital improvement projects in both the near-term and long-term planning in order to be prepared for future population growth in their districts.

Birch Bay Water and Sewer District’s Plan identified a near-term need for additional water sources, and is actively working with its partner, the City of Blaine, to obtain new water sources. In addition, if the DOE water rights calculation for the City of Lynden of 1,110 gpm is considered, instead of the City’s source capacity estimates, then the City is expected to experience a future water deficit.

**Capital Projects and Funding**

**Capital Project Funding**

Water services and capital improvements are funded primarily by the users of the system through water rates and general facilities charges. Water rates can be adjusted to match the funding required for capital and operational needs. Connection fees are usually charged to developers when a development necessitates expansion of the district’s capacity. Improvements and new infrastructure that will benefit the majority of the district are funded through water rates, capital improvement fees, revenue bonds, or state or federal programs. These programs include the Public Works Trust Fund, a revolving loan fund designed to help local entities through low-interest loans; and the Drinking Water State Revolving Fund, which involves low-interest, federally funded loans.

<table>
<thead>
<tr>
<th>Service Provider</th>
<th>Horizon year of Capital Plan</th>
<th>Capital Plan Population</th>
<th>Horizon Year ADD (mgd)</th>
<th>2029 Population Projection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Birch Bay Water/ Sewer</td>
<td>2035</td>
<td>14,326</td>
<td>2.39</td>
<td>9,616</td>
</tr>
<tr>
<td>City of Bellingham</td>
<td>2028</td>
<td>122,672</td>
<td>18.3</td>
<td>107,648</td>
</tr>
<tr>
<td>City of Blaine</td>
<td>2027</td>
<td>11,587</td>
<td>3.45</td>
<td>8,647</td>
</tr>
<tr>
<td>City of Everson</td>
<td>2022</td>
<td>3,114</td>
<td>0.46¹</td>
<td>3,337</td>
</tr>
<tr>
<td>City of Ferndale</td>
<td>2026</td>
<td>19,334</td>
<td>1.84</td>
<td>17,550</td>
</tr>
<tr>
<td>City of Lynden</td>
<td>2027</td>
<td>20,120</td>
<td>4.0</td>
<td>15,312</td>
</tr>
<tr>
<td>City of Nooksack</td>
<td>2022</td>
<td>1,881</td>
<td>N/A²</td>
<td>2,047</td>
</tr>
<tr>
<td>Service Provider</td>
<td>Horizon year of Capital Plan</td>
<td>Capital Plan Population</td>
<td>Horizon Year ADD (mgd)</td>
<td>2029 Population Projection</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------------</td>
<td>-------------------------</td>
<td>------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>City of Sumas</td>
<td>2018</td>
<td>1,625</td>
<td>N/A</td>
<td>2,095</td>
</tr>
<tr>
<td>Columbia Valley Water District</td>
<td>2030</td>
<td>N/A&lt;sup&gt;2&lt;/sup&gt;</td>
<td>N/A0.29&lt;sup&gt;2&lt;/sup&gt;</td>
<td>3,584</td>
</tr>
<tr>
<td>Evergreen-Water and Sewer District</td>
<td>2023</td>
<td>3,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUD 1</td>
<td>N/A&lt;sup&gt;43&lt;/sup&gt;</td>
<td>N/A&lt;sup&gt;43&lt;/sup&gt;</td>
<td>N/A&lt;sup&gt;63&lt;/sup&gt;</td>
<td>32</td>
</tr>
<tr>
<td>Lake Whatcom Water and Sewer (W.C. Water Dist. 10)</td>
<td>2027</td>
<td>10,855&lt;sup&gt;54&lt;/sup&gt;</td>
<td>0.87&lt;sup&gt;55&lt;/sup&gt;</td>
<td>11,368</td>
</tr>
<tr>
<td>W.C. Water Dist. 2</td>
<td>2029</td>
<td>N/A&lt;sup&gt;76&lt;/sup&gt;</td>
<td>0.25&lt;sup&gt;87&lt;/sup&gt;</td>
<td>1,646</td>
</tr>
<tr>
<td>W.C. Water Dist. 13</td>
<td>2031</td>
<td>1,170&lt;sup&gt;90&lt;/sup&gt;</td>
<td>0.13&lt;sup&gt;10&lt;/sup&gt;</td>
<td>1,665</td>
</tr>
<tr>
<td>W.C. Water Dist. 7</td>
<td>2027</td>
<td>2,100&lt;sup&gt;156&lt;/sup&gt;</td>
<td>0.20&lt;sup&gt;87&lt;/sup&gt;</td>
<td>2,719</td>
</tr>
</tbody>
</table>

N/A = Not Available

All figures in this table, unless noted below, are population figures. Employment or residential equivalents are not considered in this table unless specifically noted.

1. Based on system design standard of an ADD of 300 gpd/ERU, and a horizon year estimate of 1,540 ERUs.
2. Latest WSP does not identify a horizon year ADD.
3. The Columbia Valley Water District 2012 Water System Plan Update does not include a specific 20-year population projection. A household projection of 1,149 has been derived from the Water System Plan. This is lower than the 1,249 households projected in this CFP. However, in the 2013 Water System Plan Update, the District’s water service area has been reduced in size and will serve fewer households.
4. Since PUD1 provides retail water service only to areas characterized by and designated for industrial and commercial uses, the district’s 2004 WSP does not provide population projections or a horizon year. PUD 1 also owns and operates the Grandview potable water supply system - retail (Jill, Stephan, PUD 1 memorandum to Matt Aarnot commenting on Whatcom County 10-Year Urban Growth Area review documents, April 20, 2009).
5. Although Lake Whatcom Water and Sewer District’s 2027 horizon year anticipates a population of 10,855, the plan indicates a “build-out” population of 15,192.
6. Lake Whatcom Water and Sewer District, Water System Comprehensive Plan (August 2009). See Appendix B for forecast to 2027. Also, there is a build-out forecast of 1.2 MGD.
7. Water District 2 August 2009 Draft Water System Plan does not identify population. The plan indicates that the District plans to serve a total of 1,175 ERUs, or 797 service connections (Whatcom County Water District 2 Draft Water System Plan, August 4, 2009, Tables 2-9 and 2-10. Applying the City of Bellingham average household size of 2.5 and occupancy rate of 94.4% to the 797 projected water connections results in a future population of 1,881 in 2029.
8. Based on analysis of ADD/ERU compared to projected number of ERUs in WSP.
9. Whatcom County Water District # 13 Small Water System Plan, 2012, p. 14 Water District 13 does not identify population. It plans to potentially serve a total of 1,338 connections (Water System Plan, p. 14). Applying the “Whatcom County Foothills” UGA Peaceful Valley Census Designated Place average household size of 2.802.79 and an occupancy rate of 78.4% to 78.9% (U.S. Census, 2010) results in approximately 2,937,972 people that could be served by the 1,338 connections in 2024.
11. Water District 7 only identifies connections rather than population. The district plans to serve 886 connections by 2027. Applying the Bellingham average household size of 2.5 and occupancy rate of 94.4% results in approximately 2,100 people served by the 886 connections in 2027. However, Water District 7 is approved to serve up to 1,145 residential service connections (State Department of Health letter from Richard Rodriguez and John Thielmann to James Trowbridge dated January 5, 2009). Therefore the District could serve a population of about 2,700.

Any plans involving funding mechanisms not mentioned above are explained below:

- **Birch Bay Water System** – The District will institute Latecomer’s Agreements to help fund any water main that serves property beyond that owned by the developer financing the project.

- **City of Ferndale** – The City plans to pursue Community Development Block Grants and Community Investment Fund Grants to finance major water system improvements. If these applications are unsuccessful, then the low-interest loans listed above will be used.
Exhibit D – 20-Year CFP Amendments (Water Systems)
Planning Commission Recommendation – September 26, 2013

- **City of Ferndale** – The City may, under certain conditions, construct new infrastructure for specific areas as Utility Local Improvement Districts.

- **City of Lynden** – In addition to the funding mechanisms listed above, the City expects to receive between $125,000 and $51,000 annually from interest income through the year 2013.

**Birch Bay Water and Sewer**

The Birch Bay Water and Sewer District obtains its water supply from the City of Blaine (well field). The district’s Comprehensive Water Plan (2009) indicates that existing water supply is only sufficient through 2011 (page ES-3). The district’s plan states that additional water supply, including use of surplus storage, and/or conservation will be necessary to meet the demand beyond that time. The district’s 2009 Comprehensive Water Plan includes several new supply and distribution projects expected to address supply deficiencies. Besides its residential and commercial customers, the district provides water supply to BP Cherry Point Refinery through a wholesale agreement with PUD 1 (see below). The district plan’s 2035 population projection of 12,913 is greater than the population projection considered for the district’s water service area by 2029 in this CFP. Birch Bay’s Comprehensive Water Plan indicates that it will extend future service areas to areas within the district boundaries and provides future connection policies. However, it does not provide a map identifying future major service lines. The District is bounded on the east by the Bell Bay Jackson Water Association which served approximately 231 households in 2008, mostly outside of the UGA.

**City of Bellingham**

The City of Bellingham provides retail water service to the city limits and portions of the Bellingham UGA that are not served and identified as a service area by other water purveyors. The city’s water service area overlaps with that of other water districts within the UGA. The WSP does not assume that the city will take over other districts with retail water service areas identified in the Whatcom County CWSP. Instead, the city assumes that it will be the retail water purveyor for areas within its UGA that are not served by other service providers.

The City of Bellingham has adequate water rights and water plant capacity to provide water service to its retail service area under all future growth scenarios listed. The City’s 2009 water comprehensive plan, provides for water storage and distribution systems to all of the current city UGAs and has been adequately sized to serve the projected 2028 population of 122,672. The city anticipates that any additional storage required to accept population greater that the 2028 projection can be addressed in the next planning cycle. Future reservoir projects can be up sized to serve additional population load. The city’s WSP identifies future service lines extending into the city’s UGA.

**City of Blaine**

The City of Blaine’s Comprehensive Water System Plan (CHS Engineers 2008) provides a city population projection of 11,587 by 2027, larger than anticipated for the city water service area by 2029 in this CFP. The city provides water to both the Birch Bay Water and Sewer District and the Bell Bay Jackson Water Association. The 2008 WSP notes that the city has adequate supply
to meet projected demand through the 2027 planning period considered (City of Blaine Comprehensive Water System Plan, CHS Engineers, July 2008). The Comprehensive Water Plan shows a series of capital improvements needed in the planning period to 2027 to maintain capacity and provide adequate distribution. The city’s WSP does not appear to show water service extensions to areas within the city or UGA that are not currently served. However, the city’s future service policies indicate that the city is planning to serve those areas.

City of Everson

The City of Everson’s 2005 WSP addresses anticipated growth through the year 2022, including a city population of 3,114. The Everson water system is also addressed in the Capital Facilities Element of the Everson Comprehensive Plan, which anticipated growth through 2024, including a projected population of 4,202.

Source / Water Rights

The City of Everson holds water rights authorizing a maximum instantaneous pumping rate of 800 gallons per minute and a maximum annual withdrawal of 601 acre feet. Given adequate storage, which Everson has developed, the annual withdrawal maximum is the system limiting factor in terms of source of supply. The Everson WSP uses the figure of 300 gallons per day per equivalent residential unit (ERU) to analyze the system capacity. On this basis, the Everson source is equivalent to 1,788 ERUs. In 2002 the Everson water system served 1,147 ERUs of which 440 went to serve two large water association customers and 707 went to regular City customers. Assuming a total increase of 15 ERUs for the water associations from 2002 to 2029 would leave 626 ERUs of capacity to serve new growth within the City service area for a total of 1,333 ERUs for the City.

For 2008 the City estimates that the Everson water system is serving 1,238 ERUs (440 ERUs for the water associations and 798 ERUs in the City). The CFP population projection equates to an 45% increase in population over the 21-year period from 2008 through 2029. Using the 2008 City ERU estimate of 798 and applying an 45% increase would result in the need for a total of 1,157 ERUs in 2029. This represents an increase of 359 ERUs. This number of ERUs falls within the non-water association capacity of 1,333. It is important to note that the above analysis includes the City’s continuing to supply 455 ERUs to the two water associations. In 2004 the City instituted a series of rate increases that are intended to reduce water consumption by the associations. Under the terms of their supply agreements, the City also has the ability to reduce the total volume of water supplied to the associations. Given the above factors and considering the fact that the Everson water system plan utilized a relatively conservative 300 gallons per day per ERU, the City concludes that it has adequate source capacity to accommodate anticipated growth through the 2029 CFP horizon year.

Storage

In 2006 the City constructed a third water storage reservoir. The system analysis completed in 2007 indicated that total storage is equivalent to 1,900 ERUs. Adding the 455 ERUs noted above for the water associations to the 1,157 ERUs calculated previously as being necessary to supply the City’s future needs in 2029 yields a total of 1,612 ERUs. This total is less than the ERUs
supported by the storage capacity; therefore, the City concludes that it has more than enough storage to accommodate anticipated growth through 2029.

**Improvements and Financing**

In the past few years the city has completed two major capital projects. These include construction of a third water storage reservoir and installation of a manganese treatment facility that allows full use of the city’s deep well (and full instantaneous pumping capacity). The new reservoir was paid for out of capital reserves and the manganese plant is being financed through a low-interest loan from the Drinking Water State Revolving Fund. Payment on this loan will be covered by revenue from existing water rates. The city anticipates that all new extensions to serve new development will be provided by developers. The only exception to this might be the installation of a new trunk line in conjunction with construction of a major east-west connector to serve the city’s industrial zone. If the city were to participate in construction of such a facility, it is anticipated that state CERB funding and County EDI funding would be utilized. The Everson Comprehensive Plan shows the locations of some but not all of the system extensions necessary to serve new development in the Everson UGA.

The city’s WSP indicates that the City will serve areas of the city and its UGA that are not currently served, though the Plan does not map future service lines into these areas at this time.

**City of Ferndale**

The City of Ferndale 2006 WSP indicates that the city has adequate water rights and contracts to meet water system demands to the end of its 2026 planning period (City of Ferndale 2006). As noted in Table 51 above, the city is planning to serve a retail water service population greater than the CFP population projection to 2029. The city has identified water storage capacity improvements that will be needed in the 20-year planning period, as well as near-term distribution improvements needed to meet fire flow requirements (City of Ferndale 2006). The city has some neighboring small water associations which are surrounded by the city water service area on many sides. These include the Central Water Association, Ferndale Mobile Village, Northwest Water Association, and the Mountain View Water Association among others. These water associations each serves between 50 and 200 households in 2008. They all experience additional growth through the 2029 planning horizon because they are located mostly within the Ferndale UGA. There does not appear to be any plan for the City of Ferndale to take over these smaller water services.

**City of Lynden**

The City of Lynden WSP (Gray & Osborne, 2008) indicates that the city has adequate water supply to meet the needs of population growth over the 20 year period. However, the City of Lynden and Ecology have an existing dispute over the city water rights. Where the City of Lynden indicates that it has 5.91 million gallons per day (MGD) in water rights, Ecology believes that the city only has approximately 1.599 (MGD) in water rights (Fabiniak and Rodriguez, pers. Comm.). The city has entered into a memorandum of agreement (MOA) with Ecology to address long-standing water right issues between the city and Ecology. Resolution of water supply issues
for City of Lynden is important for future planning in the city’s water service area. Using water rights amounts that Ecology believes the city possesses, it is expected that the city will experience water supply deficits based on the Whatcom 2029 of this CFP.

The city’s water plan also identifies capital projects needed in the 6-year planning period, as well as some longer term projects. Six-year planning capital projects include construction of a new treatment plant with additional capacity, acquisition of land for a new reservoir, and a variety of distribution improvements to improve fire flow. The city’s WSP includes a map showing future water extensions within the city limits, but not extending into the surrounding unincorporated UGA.

The city borders several water associations, including five associations that receive wholesale water from the city: Berthusen Water Association, the Twin Ditch Water Association, the Meadowbrook Water Association, the EDB Service Area, and the Stickney Island Association. The Berthusen Water Association has a service area overlap with Lynden in its western UGA. The city’s water system plan addresses service policies in its western UGA, and indicates that many of the five water associations mentioned above may be annexed to the city’s water system if they are within the city’s retail water service area.

**City of Nooksack**

The Nooksack water system is addressed in the Nooksack WSP that was approved by the Washington Department of Health on February 22, 2006. The Nooksack WSP addresses the 20-year period through 2022. This includes a 2022 population of 1,881. The Nooksack water system is also addressed in the 2004 update of the Nooksack Comprehensive Plan. The Nooksack Comprehensive Plan addresses the 20-year period ending in 2024 and includes a 2024 population of 2,039.

**Source**

The City of Sumas provides the source of supply to the Nooksack water system. The City of Sumas provides up to 199 acre feet of water annually to Nooksack per the terms of a mutual supply agreement between the two cities and the Nooksack Valley Water Association (NVWA). The City of Sumas has indicated a willingness to supply an increased quantity of water to the City of Nooksack if necessary to support growth, and the City of Sumas has more than adequate water rights to be able to provide such an increased supply.

**Storage**

The City of Nooksack shares storage with the Nooksack Valley Water Association. Combined storage includes three reservoirs totaling 700,000 gallons. The Nooksack WSP indicates that the City has enough storage capacity to serve a population of 1,881. The CFP projects a 2029 population allocation of 2,047 for the City of Nooksack. Although the total storage described above is jointly owned, NVWA utilizes more than 70% of the total storage. Additional analysis will be necessary to determine whether enough additional storage capacity is available or can be made available to accommodate growth under the CFP projections without constructing additional storage capacity. However, if additional storage capacity is needed, the City is
prepared to participate in such a project to ensure that new growth under the CFP can be fully accommodated through 2029.

**Improvements and Financing**

All system expansions necessary to serve new development will be paid for by developers. The City is currently preparing construction plans for a new booster pump that will increase system pressures to well above State minimum standards throughout the entire system. This improvement will be paid for out of capital reserves. Similarly, if construction of a new 500,000 gallon water storage reservoir is necessary, the City will share the costs with NVWA and will pay its share out of capital reserves. The Nooksack WSP shows the locations of some but not all of the system extensions necessary to serve new development in the Nooksack UGA.

**City of Sumas**

The Sumas water system is addressed in the Sumas WSP that was approved by the Washington Department of Health on December 4, 2000. The Sumas WSP covers the 20-year period from 1998 to 2018 including a 2018 population of 1,625. The City is currently in the process of updating its WSP. In addition to municipal customers, the City of Sumas supplies wholesale water to the Sumas Rural Water Association, the Nooksack Valley Water Association and the City of Nooksack.

**Source / Water Rights**

The City of Sumas owns and operates seven wells located in two major well fields (Sumas well field and May Road well field). These wells provide a significant quantity of water on both an instantaneous and annual basis. The City holds numerous water rights that allow a total withdrawal of approximately 3,322 acre feet of water annually. Based on past and ongoing analyses, the Sumas well fields and water rights provide a source of supply well in excess of the future needs of the City’s retail and wholesale customers through the year 2029. For example, the existing Sumas WSP indicates that in 2018, with conservation included, the Sumas water system would still have over 1,000 acre feet of excess capacity.

**Storage**

The City of Sumas owns a 500,000 gallon storage reservoir that provides storage for both the City and the Sumas Rural Water Association (SRWA). The Sumas WSP indicates that the Sumas reservoir provided sufficient capacity to meet the City’s needs through 2018. However, the WSP also indicates that to serve both the City and the SRWA systems an additional 60,000 gallons of storage would be needed by 2005 and an additional 160,000 gallons of storage would be needed by 2019. In 2002 the SRWA constructed an additional 500,000 gallon reservoir that provides storage to both SRWA and the City. The City of Sumas is in the process of updating its water system plan. The preliminary storage analysis indicates that the City’s 500,000 gallon reservoir is sufficient to meet the City’s needs through 2029 and the combined storage of 1,000,000 gallons is sufficient to meet the needs of the combined systems.
Improvements and Financing

System extensions required to serve new development will be provided by developers. A system of new water mains will be extended into the City’s UGA as new developments are approved following annexation. The City does not have any plans for major City-funded water system improvements. Ongoing operation and maintenance costs are covered by existing water rates.

Columbia Valley Water District

The Columbia Valley Water District’s Comprehensive WSP (20132004) indicates that the district has sufficient supply to meet the district’s water needs to its 2030 planning horizon and beyond so long as unaccounted water loss can be reduced. However, the district’s plan only accounts for a future population of 3,000, which is lower than the population projected for the district to 2029 in this CFP. The district’s capital projects include water main and pressure zone improvements to help meet growing demand expected within the district’s boundaries. The district also has plans to address unaccounted water loss, which should enable the district to utilize water more efficiently and apply for additional water service connections needed to meet some of the growth anticipated by 2029. The district’s plan generally does show a schematic representation of future water service mains and lines in the north service area in maps located in the plan appendices. Pursuant to state regulations, it is anticipated that Evergreen Water and Sewer District will update its water system plan in 2010.

PUD 1

PUD 1 provides water service to both the Grandview industrial/commercial service area north of Ferndale, as well the Cherry Point UGA (an industrial area). PUD 1’s Comprehensive Water Plan (Donald E. Wright 2004) does not measure water demand in population as most other WSPs do. The majority of the district’s water service customers are industrial and commercial customers. The PUD’s Comprehensive Water Plan indicates that it has sufficient water supply to meet the district’s needs to the end of the district plan’s 20-year planning period (2024). The plan includes a series of capital improvements including the acquisition of other potable water system treatment plants and water distribution and storage improvements. Although the district’s plan does not include maps showing future water service extensions, portions of the narrative on future water service indicate the district’s future water service plans to serve its entire district.

Lake Whatcom Water and Sewer District (Water District 10)

The Lake Whatcom Water and Sewer District Water System Comprehensive Plan (2009) indicates that the district has adequate supply to meet its 20-year planning needs. The district takes water supply and provides service to four separate areas: Sudden Valley, Geneva, North Shore/City, and North Shore/Wells. City of Bellingham water is provided to most of these subareas. The North Shore/City subarea is served partially by City of Bellingham water and partially by well water, while the North Shore/Wells subarea is served exclusively by well water. A review of population projections found in Table 51 indicate that the district is planning for less growth by 2027 than projected in this CFP to 2029. However, the district’s build-out plans are
for a population of 15,192, which is larger than the CFP 2029 horizon year population projections for the district.

The district’s plan identifies a number of capital improvement projects for maintaining system reliability and distribution with expected growth. The district does not specifically identify future water service lines within the district.

**Water District 2**

Water District 2’s Draft WSP (2009) includes plans to serve approximately 797 connections by 2029. When translating this to population, the district is planning for a population that is slightly larger than that being projected to 2029 for the district in this CFP. The district’s plan identifies capital improvements needed by the district over the 20-year period ending in 2029. These improvements include the systematic replacement of the district’s water distribution system over the 20-year period which in many cases will address fire flow issues. Additional projects necessary to provide fire flow in the Bellingham UGA have also been identified and are likely to be paid for by developers. The plan indicates that the district has enough water supply for its planning period. The district’s plan does not specifically identify future water service lines within the district. Water District 2 and City of Bellingham have an overlap in service areas south of the Bellingham Airport according to the County’s CWSP.

**Water District 13**

Table 51 indicates that Water District 13’s WSP (2012 Rechardt & Ebe 2005) anticipates a smaller population number of connections similar greater than the district population being considered under the CFP 2029 horizon year. However, the WSP also indicates that the State Department of Health has approved more connections than needed to serve the population growth projected by the District (p. 14). The Water District 13 Water System Plan indicates that it has adequate water supply to serve its service area by the district’s planning horizon year of 2031-2024. The district’s capital improvement plan identifies a variety of projects through 2010 that are needed to ensure adequate water service. The district’s plan does not show future service extensions within its service area. Pursuant to state regulations, it is anticipated that Water District 13 will update its water system plan in 2011.

**Water District 7**

The Whatcom County Water District 7 WSP (Reichardt & Ebe 2008) indicates that the district has enough water supply to serve its customers in the 20-year period ending in 2028. However, the District does not plan for as large a population as is being projected under the CFP 2029 horizon for population projections (see Table 51).

The district’s plan indicates a need for a new storage facility in one of the pressure zones to improve water pressure, as well as a variety of distribution system improvements in order to maintain adequate water service in the district’s planning period. The district’s plan shows future service extensions in figures found within the water system’s service area.
Capital Projects and Funding

The urban water service providers have identified capital projects as noted in Table 52 below, broken down by service provider, to accommodate the future needs of urban water service in Whatcom County.

Note that specific revenue sources are not identified in Table 52 below. Water district providers obtain their revenue from a variety of sources, including but not limited to connection charges, as noted at the beginning of this section.

Table 52. Urban Area Water Projects

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<th>Project Costs/Revenue (thousands $)</th>
<th>2010</th>
<th>2011</th>
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<td>Birch Bay Water &amp; Sewer District</td>
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<td>New Booster Pump Station-Portal Way at Blaine Connection (SU-3)</td>
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<td>New Source and 10&quot; Transmission Main at Portal Way (SU-4)</td>
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<td>16&quot; Transmission Main from Blaine Rd Booster Pump Station along Hall and Dearborn to Drayton Harbor Rd. (SU-5)</td>
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<td>14&quot; Transmission Main on Blaine Rd from Double R Ranch to Alderson Rd. (SU-6)</td>
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<td>Booster Pump Station Upgrade at Blaine Rd. (SU-7)</td>
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**City of Everson**

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**City of Ferndale**

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### Exhibit D – 20-Year CFP Amendments (Water Systems)
Planning Commission Recommendation – September 26, 2013

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<th>Project Costs/Revenue (thousands $)</th>
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<tr>
<td>New Tank, Booster Station &amp; Connecting Pipeline North of Smith (ref # 40 &amp; 41)</td>
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### City of Lynden

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<th>Site and Construct 1.0 MG Reservoir in northeastern part of service area(ST-1)</th>
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<th>Replace undersized water mains along Glenning Street and 14th Street (D-3)</th>
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**26**

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321
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<td>86</td>
<td>118</td>
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<tr>
<td>Water Main Emergency Repairs</td>
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<td>10</td>
<td>11</td>
<td>11</td>
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<td>86</td>
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<tr>
<td>Financial Plan/ Rate Study Update</td>
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<td>Vulnerability Assessment Update</td>
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<td>Future Water Supply Study</td>
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<td>Comprehensive Water System Plan Update</td>
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<tr>
<td>Telemetry System Upgrade/Replacement</td>
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<td></td>
<td></td>
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<td>136</td>
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<tr>
<td>Demo abandoned Reservoir # 1</td>
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<td></td>
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<td></td>
<td>51</td>
<td>51</td>
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<tr>
<td>Campers Tanks Debris Removal and Channel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>46</td>
<td>46</td>
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<tr>
<td>Solar Retrofit for Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>71</td>
<td>71</td>
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<tr>
<td>Reservoir Maintenance</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
<td>9</td>
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<tr>
<td>Leak Detection &amp; Audit</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>11</td>
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<tr>
<td>Well Head Security Fencing</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>3</td>
<td>3</td>
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<tr>
<td>Booster Pump Replacements</td>
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<td>Well Pump Replacements</td>
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<tr>
<td>Retrofit Campers Tanks</td>
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<td>21</td>
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</table>
## Columbia Valley Water District

<table>
<thead>
<tr>
<th>Project Costs (thousand $)</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016-29</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Fe Pressure - Tests, Analysis and Design</td>
<td></td>
<td>27</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Santa Fe Pressure Issue Construction</td>
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<td>72</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>72</td>
</tr>
<tr>
<td>New Office/Shop Facility</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>403</td>
<td>403</td>
</tr>
<tr>
<td>Replace Well/Source Flow Meters</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>Replace Full-Size Pick-up (used)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td></td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>Staff Communications Upgrade</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Back-up Generator for Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>6</td>
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<tr>
<td>Water District No. 13 Emergency Tie</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>53</td>
<td>53</td>
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</tbody>
</table>

## Water District No. 13

<table>
<thead>
<tr>
<th>Project Costs (thousand $)</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016-2029</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Backup Power at Well sites</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>Storage Tank Piping Modifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Replace/add Valves at System Junctions</td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>28</td>
<td>36</td>
</tr>
<tr>
<td>Install 8&quot; Loop from Well # 1 to Fall Valley Rd.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>86</td>
</tr>
<tr>
<td>Install 8&quot; Loop-Clear Valley Dr. to Boulder Valley Ln.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>90</td>
</tr>
<tr>
<td>Rate Study</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25</td>
<td>25</td>
</tr>
</tbody>
</table>

1 City of Lynden, City’s Water System Plan rolls up years 2014-2027. Projects found in 2014-2027 timeframe are shown in total column only.
Exhibit D – 20-Year CFP Amendments (Water Systems)
Planning Commission Recommendation – September 26, 2013

2 City of Nooksack’s Water System Plan does not include projects within the timeframe of the Whatcom County CFP. This specific project actually going to bid in 2009. (Personal communication email Erin Osborn email to Matt Aamot, July 14, 2009.)

3 City of Sumas’ Water System Plan does not include projects within the timeframe of the Whatcom County CFP. No projects are currently shown in the City’s 5-year or 20-year planning periods (Personal communication email Erin Osborn to Matt Aamot, July 14, 2009.)

4 PUD #1 Water System Plan does not include a specific year of improvement for capital projects. Projects are prioritized by near term (2004-2010) and long term (2011-2023) projects (October 2004 Comprehensive Water Plan, Public Utility District #1, Donald C. Wright, Consulting Engineer, Chapter 9). For purposes of this CFP, all projects are only listed in the total column.

5 Some projects in the Whatcom County Water District #13 Small Water System Plan (2012) do not have implementation dates.

Amend the “References” section of the Whatcom County 20-Year Capital Facilities Plan (Whatcom County Comprehensive Plan Appendix E) as follows:


Exhibit E

Whatcom County 20-Year Capital Facilities Plan Amendments
(School Provisions)

NOTE: For brevity and ease in viewing the proposed changes, portions of the Whatcom County 20-Year Capital Facilities Plan that are not being modified by this ordinance are not shown below. The text and maps that are not shown below are retained as previously adopted.
Amend the “Schools” chapter of the Whatcom County 20-Year Capital Facilities Plan (Whatcom County Comprehensive Plan Appendix E) as follows:

Schools

Overview

This section evaluates the seven public school districts that serve Whatcom County.

Inventory of Current Facilities

Inventories of the school districts’ existing facilities located in Whatcom County are presented in this section. The inventories are summarized below. Each inventory lists the schools in alphabetical order for each level of school (i.e., elementary, middle/junior high) and high/senior high school). The inventory also includes the number of students that each school can accommodate (i.e., its enrollment capacity). Where detailed information is available, enrollment capacity has been broken down into permanent enrollment capacity and portable enrollment capacity (temporary or moveable facilities).

Bellingham School District

The Bellingham School District is the largest school district in the County. The current enrollment capacity of the Bellingham School District can be found in Table 53 below.
<table>
<thead>
<tr>
<th>School</th>
<th>Current Enrollment Capacity</th>
<th>Portable Enrollment Capacity</th>
<th>Total Enrollment Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Elementary</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alderwood</td>
<td>338</td>
<td>45</td>
<td>383</td>
</tr>
<tr>
<td>Birchwood</td>
<td>203</td>
<td>113</td>
<td>315</td>
</tr>
<tr>
<td>Carl Cozier</td>
<td>360</td>
<td>0</td>
<td>360</td>
</tr>
<tr>
<td>Columbia</td>
<td>225</td>
<td>0</td>
<td>225</td>
</tr>
<tr>
<td>Geneva</td>
<td>450</td>
<td>45</td>
<td>495</td>
</tr>
<tr>
<td>Happy Valley</td>
<td>338</td>
<td>90</td>
<td>428</td>
</tr>
<tr>
<td>Larrabee</td>
<td>158</td>
<td>68</td>
<td>225</td>
</tr>
<tr>
<td>Lowell (temporarily closed)</td>
<td>293</td>
<td>0</td>
<td>293</td>
</tr>
<tr>
<td>Northern Heights</td>
<td>405</td>
<td>0</td>
<td>405</td>
</tr>
<tr>
<td>Parkview</td>
<td>338</td>
<td>23</td>
<td>360</td>
</tr>
<tr>
<td>Roosevelt</td>
<td>405</td>
<td>0</td>
<td>405</td>
</tr>
<tr>
<td>Silver Beach</td>
<td>405</td>
<td>0</td>
<td>405</td>
</tr>
<tr>
<td>Sunnyland</td>
<td>270</td>
<td>90</td>
<td>360</td>
</tr>
<tr>
<td>Wade King</td>
<td>450</td>
<td>0</td>
<td>450</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>4,635</strong></td>
<td><strong>473</strong></td>
<td><strong>5,108</strong></td>
</tr>
<tr>
<td><strong>Middle</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fairhaven</td>
<td>650</td>
<td>0</td>
<td>650</td>
</tr>
<tr>
<td>Kulshan</td>
<td>650</td>
<td>25</td>
<td>675</td>
</tr>
<tr>
<td>Shuksan</td>
<td>525</td>
<td>0</td>
<td>525</td>
</tr>
<tr>
<td>Whatcom</td>
<td>450</td>
<td>100</td>
<td>550</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>2,275</strong></td>
<td><strong>125</strong></td>
<td><strong>2,400</strong></td>
</tr>
<tr>
<td><strong>High</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bellingham</td>
<td>1,050</td>
<td>0</td>
<td>1,050</td>
</tr>
<tr>
<td>Senome</td>
<td>1,000</td>
<td>25</td>
<td>1,025</td>
</tr>
<tr>
<td>Squalicum</td>
<td>1,200</td>
<td>25</td>
<td>1,225</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>3,250</strong></td>
<td><strong>50</strong></td>
<td><strong>3,300</strong></td>
</tr>
<tr>
<td><strong>Total K-12</strong></td>
<td><strong>10,160</strong></td>
<td><strong>648</strong></td>
<td><strong>10,808</strong></td>
</tr>
</tbody>
</table>

Blaine School District

The Blaine School District encompasses the City of Blaine and its UGA, as well as the Birch Bay UGA, and outlying rural areas. The school district inventory of facilities can be found in Table 54 below.

Table 54. Blaine School District Current Enrollment Capacity

<table>
<thead>
<tr>
<th>School</th>
<th>Permanent Enrollment Capacity</th>
<th>Portable Enrollment Capacity</th>
<th>Total Enrollment Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blaine (P-2)</td>
<td>440</td>
<td>0</td>
<td>440</td>
</tr>
<tr>
<td>Elementary</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blaine (3-5)</td>
<td>580</td>
<td>0</td>
<td>580</td>
</tr>
<tr>
<td>Pt. Roberts (K-2)</td>
<td>60</td>
<td>0</td>
<td>60</td>
</tr>
<tr>
<td>Middle School</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blaine (6-8)</td>
<td>540</td>
<td>0</td>
<td>540</td>
</tr>
<tr>
<td>Senior</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blaine (9-12)</td>
<td>740</td>
<td>0</td>
<td>740</td>
</tr>
<tr>
<td>Total K-12</td>
<td>2,360</td>
<td>0</td>
<td>2,360</td>
</tr>
</tbody>
</table>


Ferndale School District

The Ferndale School District encompasses the City of Ferndale, its UGA, and rural areas including the Lummi Reservation and Lummi Island. The Ferndale School District’s current enrollment capacity is listed on Table 55 below.
### Table 55. Ferndale School District Current Enrollment Capacity

<table>
<thead>
<tr>
<th>School</th>
<th>Permanent Enrollment Capacity</th>
<th>Portable Enrollment Capacity</th>
<th>Current Enrollment Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Elementary</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beach</td>
<td>60</td>
<td>0</td>
<td>60</td>
</tr>
<tr>
<td>Central</td>
<td>254</td>
<td>61</td>
<td>315</td>
</tr>
<tr>
<td>Custer</td>
<td>500</td>
<td>0</td>
<td>500</td>
</tr>
<tr>
<td>Eagleridge</td>
<td>300</td>
<td>200</td>
<td>500</td>
</tr>
<tr>
<td>Mountain View</td>
<td>401</td>
<td>99</td>
<td>500</td>
</tr>
<tr>
<td>Cascadia</td>
<td>505</td>
<td>0</td>
<td>505</td>
</tr>
<tr>
<td>Skyline</td>
<td>500</td>
<td>0</td>
<td>500</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>2,520</strong></td>
<td><strong>360</strong></td>
<td><strong>2,380</strong></td>
</tr>
<tr>
<td><strong>Middle</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Horizon</td>
<td>650</td>
<td>0</td>
<td>650</td>
</tr>
<tr>
<td>Vista</td>
<td>650</td>
<td>0</td>
<td>650</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>1,300</strong></td>
<td><strong>0</strong></td>
<td><strong>1,300</strong></td>
</tr>
<tr>
<td><strong>High</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ferndale</td>
<td>1,535</td>
<td>0</td>
<td>1,535</td>
</tr>
<tr>
<td>Windward (leased facility)</td>
<td>300</td>
<td>0</td>
<td>300</td>
</tr>
<tr>
<td>Clearview High School (at North Bellingham)</td>
<td>0</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>1,835</strong></td>
<td><strong>60</strong></td>
<td><strong>1,895</strong></td>
</tr>
<tr>
<td><strong>Total K-12</strong></td>
<td><strong>5,655</strong></td>
<td><strong>420</strong></td>
<td><strong>6,075</strong></td>
</tr>
</tbody>
</table>

1 Clearview High School also has 1 portable used as an office, and 1 portable used for storage. No student capacity assumed for these 2 portables.

Source: Ferndale School’s Capital Facility Plan and School Impact Fee Ordinance (December 2005); and email correspondence from Shawn Flaherty of Ferndale School District (February 27, 2009 and March 8, 2009).
Lynden School District

The Lynden School District encompasses the City of Lynden and its UGA along with surrounding outlying rural areas. The school district’s current enrollment capacity is listed on Table 56 below.

<table>
<thead>
<tr>
<th>School</th>
<th>Current Enrollment Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary/Intermediate</td>
<td></td>
</tr>
<tr>
<td>Bernice Vossbeck Elementary (Grades K-5)</td>
<td>369</td>
</tr>
<tr>
<td>Fisher Elementary (Grades K-2) 1</td>
<td>360</td>
</tr>
<tr>
<td>Isom Intermediate (Grades 3-5) 1</td>
<td>390</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>1,119</strong></td>
</tr>
<tr>
<td>Middle</td>
<td></td>
</tr>
<tr>
<td>Lynden 2</td>
<td>550</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>550</strong></td>
</tr>
<tr>
<td>High</td>
<td></td>
</tr>
<tr>
<td>Lynden 3</td>
<td>550</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>550</strong></td>
</tr>
<tr>
<td><strong>Total K-12</strong></td>
<td><strong>2,219</strong></td>
</tr>
</tbody>
</table>

Note: Lynden School District also provides instruction through the Parent Partnership Program (grades K-12). This program is housed in leased facilities and therefore not included in the District’s inventory of permanent facilities.

1 Capacity figure includes 1 portable classroom at both Fisher and Isom Elementaries.
2 Enrollment capacity includes 4 portable classrooms.
3 Enrollment capacity includes 6 portable classrooms.

Source: Lynden School District No. 504 Six Year Capital Facilities Plan (June 2006)
Meridian School District

The Meridian School District is mostly rural with only a portion of its southernmost boundaries contained within a portion of the Bellingham’s UGA. The school district’s inventory of current enrollment capacity can be found in Table 57 below.

Table 57. Meridian School District Current Enrollment Capacity

<table>
<thead>
<tr>
<th>School</th>
<th>Permanent Enrollment Capacity</th>
<th>Portable Enrollment Capacity</th>
<th>Total Enrollment Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Irene Reither Primary (grades K-3)</td>
<td>380</td>
<td>100</td>
<td>480</td>
</tr>
<tr>
<td>Ten Mile Creek (Grades 4-5)</td>
<td>164</td>
<td>100</td>
<td>264</td>
</tr>
<tr>
<td>Subtotal</td>
<td>544</td>
<td>200</td>
<td>744</td>
</tr>
<tr>
<td>Middle</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meridian Middle School</td>
<td>494</td>
<td>0</td>
<td>494</td>
</tr>
<tr>
<td>Subtotal</td>
<td>494</td>
<td>0</td>
<td>494</td>
</tr>
<tr>
<td>High</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meridian High School</td>
<td>460</td>
<td>50</td>
<td>510</td>
</tr>
<tr>
<td>Subtotal</td>
<td>460</td>
<td>50</td>
<td>510</td>
</tr>
<tr>
<td>Total K-12</td>
<td>1,498</td>
<td>250</td>
<td>1,748</td>
</tr>
</tbody>
</table>

Mount Baker School District

The Mount Baker School District serves the Columbia Valley UGA and rural areas in eastern Whatcom County. The current enrollment capacity and inventory of facilities is shown in Table 58 below.

<table>
<thead>
<tr>
<th>School</th>
<th>Permanent Enrollment Capacity</th>
<th>Portable Enrollment Capacity</th>
<th>Total Enrollment Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Elementary</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acme</td>
<td>206</td>
<td>60</td>
<td>274,272</td>
</tr>
<tr>
<td>Harmony</td>
<td>300</td>
<td>44</td>
<td>407,344</td>
</tr>
<tr>
<td>Kendall</td>
<td>412</td>
<td>476</td>
<td>574,588</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>918</strong></td>
<td><strong>286</strong></td>
<td><strong>1,255,1204</strong></td>
</tr>
<tr>
<td><strong>Junior High</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mount Baker</td>
<td>275</td>
<td>0</td>
<td>428,275</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>275</strong></td>
<td><strong>0</strong></td>
<td><strong>428,275</strong></td>
</tr>
<tr>
<td><strong>Senior High</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mount Baker</td>
<td>4,175</td>
<td>0</td>
<td>944,175</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>4,175</strong></td>
<td><strong>0</strong></td>
<td><strong>944,175</strong></td>
</tr>
<tr>
<td><strong>Total K-12</strong></td>
<td><strong>2,368</strong></td>
<td><strong>286</strong></td>
<td><strong>2,627,2654</strong></td>
</tr>
</tbody>
</table>

Source: Mount Baker School District Six-Year Capital Facilities Plan (May 2013) and personal communication, Jim Frey email to Curt Cereza (August 13, 2009). *Total Enrollment Capacity does not include portables.*
Nooksack Valley School District

The Nooksack Valley School District encompasses the cities of Everson, Nooksack, Sumas, and their associated UGAs, as well as surrounding rural areas. The school district's most recent inventory and enrollment capacity can be found in Table 59 below.

Table 59. Nooksack Valley District School District Current Enrollment Capacity

<table>
<thead>
<tr>
<th>School</th>
<th>Current Enrollment Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td></td>
</tr>
<tr>
<td>Sumas</td>
<td>320</td>
</tr>
<tr>
<td>Nooksack</td>
<td>360</td>
</tr>
<tr>
<td>Everson</td>
<td>300</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>980</strong></td>
</tr>
<tr>
<td>Middle</td>
<td></td>
</tr>
<tr>
<td>Nooksack Valley Middle School</td>
<td>762</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>762</strong></td>
</tr>
<tr>
<td>Senior</td>
<td></td>
</tr>
<tr>
<td>Nooksack Valley High</td>
<td>960</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>960</strong></td>
</tr>
<tr>
<td>Total K-12</td>
<td>2,702</td>
</tr>
</tbody>
</table>

Note: Capacity figures based on ratio of 20 students per room (K-3), 25 students per room (4-6), 30 students per room (7-12), and 12 handicapped students per room (K-12).

Source: Cities of Everson, Nooksack, and Sumas Comprehensive Plan Capital Facilities Element

Level of Service Capacity Analysis

An LOS capacity analysis was applied to each County school district based on a student to household ratio that was developed by comparing 2008 Office of Superintendent of Public Instruction enrollment numbers to 2008 estimates of households by school district. The results, expressed in the number of students a school is able to accommodate based on the enrollment capacity inventories noted above are shown in Table 60 and 61 below. Where numbers are shown as positive, a school district is projected to have a net reserve of school capacity in terms of the number of students it can accommodate in existing classroom space. Where numbers are shown in the negative, a school district is projected to have a deficit of school capacity in terms of the number of students it can accommodate in existing classroom space.

Enrollment projections are affected by demographic trends (i.e., aging population in many areas, or larger college-age populations in others); and changing trends in alternative school methods including but not limited to home schooling, Running Start program, and online schooling. In order to provide a projection extending to the 2029 time frame, Whatcom County has utilized a straight-line method of projecting forward existing student to household ratios which are more
likely to provide larger enrollment projections into the future since they do not take into account the factors mentioned above. For example, the 2015 LOS analysis in Table 60 below is predicated on an assumption of increased enrollment in all school districts shown. However, in comparison, the Office of the Superintendent of Public Instruction (OSPI) six year projections to 2014 indicate that the Bellingham, Ferndale, and Mount Baker school districts should all expect some decrease in enrollment over that time period (OSPI website: http://www.k12.wa.us/SchFacilities/Programs/EnrollmentProjections.aspx; accessed on July 29, 2009).

The 2015 LOS analysis shows that Bellingham, Blaine and Lynden school districts experience net capacity deficits within the 2015 timeframe. Although Bellingham School District shows a net student capacity deficit in 2015, it should be noted that OSPI projects Bellingham’s student enrollment to actually decline between 2009 and 2014, rather than increase (OSPI website, July 2009). The Blaine School District shows a minor projected deficit in 2015 of three students. School Districts can address any deficiencies that they have by providing additional capacity projects, as noted in the next section, by adding temporary classroom spaces (e.g. portable classrooms), or by increasing the number of students accommodated in a classroom (adjusting LOS standards).

Table 60. Whatcom County School District 2015 Level of Service Analysis: Student Capacity

<table>
<thead>
<tr>
<th>School District</th>
<th>Student/Household Ratio</th>
<th>2015 School Facility LOS (Students)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham</td>
<td>0.263</td>
<td>134</td>
</tr>
<tr>
<td>Blaine</td>
<td>0.372</td>
<td>3</td>
</tr>
<tr>
<td>Ferndale</td>
<td>0.528</td>
<td>181</td>
</tr>
<tr>
<td>Lynden</td>
<td>0.466</td>
<td>491</td>
</tr>
<tr>
<td>Meridian</td>
<td>0.565</td>
<td>515</td>
</tr>
<tr>
<td>Mount Baker</td>
<td>0.3220.342</td>
<td>790447</td>
</tr>
<tr>
<td>Nooksack Valley</td>
<td>0.567</td>
<td>888</td>
</tr>
</tbody>
</table>

1 LOS analysis compares the student capacity of school districts to projected enrollment. Where information is available, it includes portable facilities.
2 The LOS analysis for Bellingham School District accounts for the additional 450 student capacity over existing inventory that are included in the district’s 6-year capital facilities plan (Bellingham School District, 2009).
3 The LOS analysis for Blaine School District accounts for the addition of 380 student capacity resulting from upgrades to the high school building (personal communication, Jim Kenoyer, Blaine School District, August 5, 2009).
4 The LOS analysis for Lynden School District accounts for the additional 396 student capacity over existing inventory that are included in the district’s 6-year capital facilities plan (Lynden School District).
5 The LOS analysis for the Meridian School District accounts for the additional 324 permanent student capacity over existing inventory that are included in the district’s 6-year capital facilities plan (Meridian School District, 2009), as well as 400 student capacity in the form of portables (personal communication, Timothy Yeomans, Meridian School District, July 20, 2009).

Source: ICF Jones & Stokes

Table 61 below shows school district LOS capacity in 2029. As can be seen by this analysis, deficits are experienced in the same three school districts by 2029, only the deficits are larger. School districts can address deficiencies through additional capacity projects during the planning
period, by adding temporary classroom spaces (e.g. portable classrooms), or by increasing the number of students accommodated in a classroom (adjusting LOS standards).

**Table 61. Whatcom County School District 2029 Level of Service Analysis: Student Capacity**

<table>
<thead>
<tr>
<th>School District</th>
<th>Student/ Household Ratio</th>
<th>2029 School Facility</th>
<th>LOS (Students)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham</td>
<td>0.263</td>
<td>(2,037)</td>
<td></td>
</tr>
<tr>
<td>Blaine</td>
<td>0.372</td>
<td>(282)</td>
<td></td>
</tr>
<tr>
<td>Ferndale</td>
<td>0.528</td>
<td>407</td>
<td></td>
</tr>
<tr>
<td>Lynden</td>
<td>0.466</td>
<td>(853)</td>
<td></td>
</tr>
<tr>
<td>Meridian</td>
<td>0.565</td>
<td>240</td>
<td></td>
</tr>
<tr>
<td>Mount Baker</td>
<td>0.3220-342</td>
<td>596252</td>
<td></td>
</tr>
<tr>
<td>Nooksack Valley</td>
<td>0.567</td>
<td>434</td>
<td></td>
</tr>
</tbody>
</table>

1 LOS analysis compares the student capacity of school districts to projected enrollment. Where information is available, it includes portable facilities.
2 The LOS analysis for Bellingham School District accounts for the additional 450 student capacity over existing inventory that are included in the district’s 6-year capital facilities plan (Bellingham School District, 2009).
3 The LOS analysis for Blaine School District accounts for the addition of 180 student capacity resulting from upgrades to the high school building occurring in the six-year planning period, as well as the addition of 600 more student capacity arising from a new elementary school planned for late in the 2029 planning period (personal communication, Jim Kenoyer, Blaine School District, August 3, 2009).
4 The LOS analysis for Ferndale School District accounts for the additional 1,750 student capacity over existing inventory that are included in the 7-20 year period in the district’s 2005 Capital Facilities Plan (Ferndale School District, 2005). There are no capacity projects identified in the 6-year planning period.
5 The LOS analysis for Lynden School District accounts for the additional 396 student capacity over existing inventory that are included in the district’s 6-year capital facilities plan (Lynden School District).
6 The LOS analysis for the Meridian School District accounts for the additional 324 permanent student capacity over existing inventory that are included in the district’s 6-year capital facilities plan (Meridian School District, 2009), as well as 400 student capacity in the form of portables (personal communication, Timothy Yeomans, Meridian School District, July 20, 2009).

Source: ICF-Jones & Stokes

**Capital Projects and Funding**

Table 62 below outlines the County school district projects planned in the 2010-2015 and the longer term 2016-2029 timeframes. Several of the capital projects below add to individual school district enrollment capacities and are accommodated in the LOS analysis above. However, detail on the capacity increases available, particularly for the latter part of the planning period, is not available from all school districts at this time.

**Capital Project Funding**

School Districts in Washington State fund capital improvements with both State and local dollars. Local capital financing is usually achieved through two primary mechanisms. The first is an excess property tax levy, in which residents of the school district vote to finance a capital bond with an increase in property taxes. In this case, the annual bond cost is spread equally over the life of the bond. Therefore, if property values increase over time the levy rate necessarily declines to generate the same annual revenue.
The second financing tool is a school impact fee, which is designed to recover costs from new
development for the facility improvements necessary because of that development. This fee is
usually charged to new residential development based on the average students generated per
household.

Additional comments on the School Districts’ Comprehensive Plans are discussed below:

- **Meridian School District** – The District relies heavily on issuing bonds and receiving state
matches to fund capital projects. As of May 2006, the District total debt is $3.6 million, and it
has $28.5 million in additional borrowing capacity.

- **Mt. Baker School District** – The District relies on reserves, a levy, timber revenue and state
grants almost entirely on voted bonds to fund capital improvements. As of January 2005, the
District has $32.5 million in additional voted debt borrowing capacity, and $2.1 million in
non-voted capacity.

- **Lynden School District** – The District is relying heavily on voted bonds and corresponding state
matches to fund its capital facilities.

- **Ferndale School District** – The school relies on bonds and state matches to fund capital
improvements, but would like to implement school impact fees.

- **Bellingham School District** – Although the District mostly relies on secured local funding, it
does sometimes rely on voted bonds to supplement local funding.

### Bellingham School District

According to the Bellingham School District No. 501 2009-2015 Capital Facilities Plan, new
growth over the next six years will create the need to complete one new elementary school. The
new elementary school is planned on Aldrich Road. This new elementary school is expected to
add 450 students to the district’s permanent capacity. A 2006 Bond measure approved by the
district’s voters provided funding for the new elementary school.

An extensive review of existing facilities will be conducted as part of any future bond issue.
During that process, the district will reevaluate enrollment projections and identify additional
capacity enhancement projects (Bellingham School District CFP, July 2009). In addition,
Bellingham School District staff reviewed preliminary population and student generation
information developed during the planning process. To accommodate a student population in the
range of 13,200 to 13,300, which is approximately the number of students associated with the
Bellingham population projection, the district estimated that it would need a total of two new
elementary schools in addition to the Aldrich Road elementary noted above; one new middle
school, and one new high school. The District further estimated that these capital improvements
would cost the district approximately $95 million in 2009 dollars (Personal communication, Ron

The District plans to rely less heavily on portable classrooms than it currently does. Therefore,
the additional schools noted in the long-range planning period are expected to accommodate most
of additional student capacity, although estimates of the amount of capacity provided by each
facility are not currently available. The District will continue to actively monitor enrollment projections and respond by programming additional projects as needed.

Blaine School District

The Blaine School District’s December 2007 Study and Survey indicates that the city has plans to purchase a school site in the Birch Bay area that will allow for future expansion of K–12 education facilities beyond the single 38-acre campus that the district owns in Blaine (Kenoyer pers. comm.). The December 2007 Study and Survey also includes projects related to the modernization and expansion of the existing high school (expected to add 23 general classrooms), conversion of primary school playsheds to classrooms, elementary school additions, and gym conversion and modernization for the Middle School. The District expects that improvements to the high school will provide additional capacity of up to 180 students in the six-year planning period (Kenoyer pers. comm., August 5, 2009). In addition, the District also has longer-term plans for the construction of a new elementary school in the latter part of the District’s 20-year planning horizon that will provide capacity for an additional 600 students (Kenoyer pers. comm., August 5, 2009). The Study and Survey identifies projects and costs in the six year planning period.

Ferndale School District

The Ferndale School District does not have any capacity projects identified within the 6-year planning period. However, with portable capacity, the district expects to accommodate its 2015 student population. The Ferndale School District has plans to construct one elementary and one high school during the 7-20 year planning period. These projects are expected add approximately 1,750 classroom capacity spaces and result in the projected enrollment capacity surplus identified in Table 61.

Lynden School District

The Lynden School District has plans to construct one middle school during the planning period. This project, which occurs in the six-year planning period, will add space for approximately 300 students to the district’s enrollment capacity. In addition, the district’s Six-Year Capital Facilities Plan (June 2006) identifies an additional capacity of 60 students resulting from the Fisher Elementary modernization project, and an additional 36 students resulting from the Isom Elementary expansion project. Additional capacity for projects outside the six-year planning period are not identified in the district’s adopted Six-Year Capital Facilities Plan. However, the district indicates that construction of a middle school to replace the current middle school, and construction of an additional elementary school that could accommodate up to 400 additional students are projects that the district is considering in the long-term (personal communication, Rick Thompson, Lynden School District. July 30, 2009). The district is not planning to rely on portable classroom capacity except for emergencies or to accommodate unexpected growth. The district did note that current student enrollment projections for the district are lower than shown in this Plan. However, the district will continue to monitor growth trends and respond to changes in projections accordingly.
Meridian School District
The Meridian School District plans to construct additions to two of its schools during the planning period. The district divides its improvements into Phase 1 (completion in 2-7 years), and Phase 2 (completion in 8 to 25 years). Planned additions in Phase 1 include construction of instruction space at Meridian High School, and acquisition of land for a new elementary school. Phase 1 also includes upgrades and modernizations to Meridian High School, Irene Reither Primary School, and Ten Mile Creek. Phase 1 improvements are expected to provide additional capacity for 144 elementary students and 180 additional high school students (Meridian School District No. 505 Capital Facilities Plan 2009-2015, Adopted June 2009, page 7). The District also plans to address additional student capacity needs in the six-year period through acquisition of portables that could accommodate up to 400 additional students (personal communication, Timothy Yeomans, Meridian School District, July 30, 2009). Phase 2 improvements, beyond the six-year planning period include a remodel that includes additional classroom space at Meridian Middle School, as well as construction of a new elementary school. Phase 2 also includes upgrade and modernization projects. However, the district’s 2009-2015 Capital Facilities Plan does not identify the amount of capacity expected to be provided by these longer term projects. The District will continue to actively monitor enrollment projections and respond by programming additional projects as needed.

Mount Baker School District
The Mount Baker School District Capital Facilities Plan (May 2013) indicates that the District has adequate classroom space to serve projected student enrollment through the entire 20-year planning period (p. 12). While the District does not plan to add classroom space, it does plans to invest in facility improvements, maintenance and technology upgrades. The Mount Baker School District Six-Year Capital Facility Plan (February 2006) indicates that due growth potential over the six-year planning period the district may need to construct an additional elementary school. A 2006 Study and Survey prepared for the district indicates that the district also plans to construct an addition to one of its schools during the planning period. The district is not projected to have an enrollment deficit in 2015. However, the capacity projects noted above are expected to achieve the enrollment surplus noted in Table 61. The district may have longer term capacity projects which it has not yet identified during its current planning cycle.

Nooksack Valley School District
The Nooksack Valley School District is currently in the process of updating its 1998 Capital Facilities Plan. The district has no plans for new schools or additional facility capacity at this time. The district has not experienced increases in enrollment capacity in recent years, and the district is currently in process of updating its CFP facilities plan for the first time since 1998. The outcome of the current district planning effort may result in new capital projects which would most likely be improvements to existing facilities in the latter part of the district’s 6-year planning period. The Whatcom County 2029 CFP projections will help inform the district’s future capital facility planning (Silvas pers. comm.).
## Table 62. School District Capital Projects

<table>
<thead>
<tr>
<th>Project Costs/Revenue (thousands $)</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016-2029</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bellingham School District</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
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<td>Aldrich Elementary</td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Cost</td>
<td>10,000</td>
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<td>Revenue Bonds</td>
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<td>14,300</td>
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<td>Future Elementary Property Purchase</td>
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<td>1,500</td>
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<tr>
<td>Revenue Bonds</td>
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<td>1,500</td>
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<tr>
<td><strong>Blaine School District</strong></td>
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</tr>
<tr>
<td>High School Modernization and Expansion</td>
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<td></td>
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<td>30,000</td>
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<td>Birch Bay Primary/Elementary School Site</td>
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<tr>
<td>Campus Primary/Elementary School Modernization and Expansion</td>
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<td>4,539</td>
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<tr>
<td>Stadium Improvements and Pipeline Fields Restrooms and Fields Addition</td>
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<td>3,961</td>
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<tr>
<td><strong>Ferndale School District</strong></td>
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</tr>
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<td>Elementary #9 – Site Acquisition</td>
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<td></td>
</tr>
<tr>
<td>Cost</td>
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<td></td>
<td></td>
<td>1,800</td>
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</tr>
<tr>
<td>Revenue</td>
<td>1,800</td>
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<td></td>
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<td>1,800</td>
<td></td>
</tr>
<tr>
<td>Project Costs/Revenue (thousands $)</td>
<td>2010</td>
<td>2011</td>
<td>2012</td>
<td>2013</td>
<td>2014</td>
<td>2015</td>
<td>2016-2029</td>
<td>Total</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>------</td>
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<td>------</td>
<td>------</td>
<td>------</td>
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<tr>
<td>Elementary #9 Construction</td>
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<td>High School #2 New Construction</td>
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<tr>
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<tr>
<td>Revenue</td>
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<td>41,500</td>
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<td>41,500</td>
</tr>
<tr>
<td>Lyndon School District</td>
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</tr>
<tr>
<td>New Middle School Construction (Capacity Costs only)</td>
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<tr>
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<tr>
<td>Revenue</td>
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<td>9,072</td>
<td></td>
<td></td>
<td></td>
<td>9,072</td>
</tr>
<tr>
<td>New Middle School Construction (without new capacity costs)</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td></td>
<td></td>
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<td>23,898</td>
<td></td>
<td></td>
<td></td>
<td>23,898</td>
</tr>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
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<td>23,898</td>
<td></td>
<td></td>
<td></td>
<td>23,898</td>
</tr>
<tr>
<td>Meridian School District</td>
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</tr>
<tr>
<td>Elementary Classroom additional and related common area improvement at Irene Reither/Tan Mile Creek</td>
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<td></td>
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<tr>
<td>Cost</td>
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<td></td>
<td></td>
<td>3,980</td>
<td></td>
<td></td>
<td></td>
<td>3,980</td>
</tr>
<tr>
<td>Revenue State match, bonds, mitigation/impact fees</td>
<td></td>
<td></td>
<td></td>
<td>3,980</td>
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<td></td>
<td>3,980</td>
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<tr>
<td>High School Addition</td>
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<td>Cost</td>
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<td>20,000</td>
<td></td>
<td></td>
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<td>20,000</td>
</tr>
<tr>
<td>Revenue State match, bonds, mitigation/impact fees</td>
<td></td>
<td></td>
<td></td>
<td>20,000</td>
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</table>
### 20-Year CFP Amendments (Schools)

**Planning Commission Recommendation – September 26, 2013**

<table>
<thead>
<tr>
<th>Project Costs/Revenue (thousands $)</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016-2029</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various Portables</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Cost</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Revenue Bonds, mitigation/impact fees</td>
<td>75</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>75</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Mount Baker School District**

| Facility improvements, maintenance and technology upgrades | 1,000 | 1,000 | 1,000 | 4,000 to 9,000 | 7,000 to 12,000 |
| Expand and modernize Mt. Baker Junior High School – Phase 1 |      |      |      |               |               |
| Expand and modernize Mt. Baker Junior High School – Phase 2 |      |      |      |               |               |

**Nooksack Valley School District**

| No Projects Currently Identified |      |      |      |      |      |      |           |       |

---

1. The Blaine School District does not have a CFP that identifies project costs and revenues. The district has a State Study and Survey which is described in the narrative above. The State Study and Survey identifies projects and their costs in summary fashion. For that reason, project dollars are only shown in the total column.

2. The Mount Baker School District CFP indicates that the District plans to invest between $7 million and $12 million in capital facility improvements, maintenance and technology projects from 2012-2022. The Mount Baker School District Superintendent indicated on June 18, 2013 that approximately $1,000,000 of this amount would be invested each year from 2013-15. The Mount Baker School District’s CFP does not identify project costs and revenues. The district has a State Study and Survey which is described in the narrative above. Although the State Study and Survey identifies projects it does not identify costs and revenues for all projects. The Mount Baker School Board did not engage in a formal process of adopting the Study & Survey document, but it is used by the District as a planning guide. For these reasons, projects are shown in this table without costs.

3. The Nooksack School District does not have a CFP. The district has hired someone to prepare a survey of facilities as of July 2009. The district does not have any projects planned, except maintenance, in the foreseeable future. (Personal communication email from Erin Osborn to Matt Aamot, July 14, 2009.)
Exhibit F

Whatcom County 20-Year Capital Facilities Plan Amendments (Fire Protection Provisions)

NOTE: For brevity and ease in viewing the proposed changes, portions of the Whatcom County 20-Year Capital Facilities Plan that are not being modified by this ordinance are not shown below. The text and maps that are not shown below are retained as previously adopted.
Amend the “Executive Summary” chapter of the Whatcom County 20-Year Capital Facilities Plan (Whatcom County Comprehensive Plan Appendix E) as follows:

Fire Protection

Most fire districts in Whatcom County do not have their own adopted capital facility plans. In some cases, districts have recently been reorganized or consolidated into fire protection authorities. However, the cities of Bellingham and Lynden fire departments both have adopted capital facilities plans, and North Whatcom Fire and Rescue, Fire District 7, Fire District 8 and Fire District 14 have recently-adopted CFPs addressing their facility needs.

Whatcom County adopted a level of service standard in 2011 based upon response times and fire ratings. There will necessarily be a transition period in which the County will work with the fire districts to develop or amend CFPs in accordance with the new county-wide LOS standards. For capital facility planning purposes, fire districts that have not yet developed or amended CFPs in accordance with the County’s adopted LOS standards are evaluated under a square feet per emergency incident method of calculating LOS.

The square feet per emergency incident method is utilized for fire protection LOS analysis in this CFP for fire districts that have not yet developed or updated their plans to address the county-wide LOS standards adopted by the County in 2011. Based upon information provided by the County Fire Marshal’s Office, all (four) five fire districts serving urban areas that were evaluated under the incident per square foot method are expecting to have a future deficit in capital facilities by 2029. Most fire districts serving rural areas are also expected to have capital facility deficits by 2029 based on this analysis. The exceptions are Fire District 18 and Fire District 5 both of which show small facility surpluses in 2029.

The County adopted county-wide fire level of service standards based upon response times and fire ratings in 2011. The Fire District 7, Fire District 8 and Fire District 14 CFPs were developed to meet the new LOS standards. The County may incorporate by reference fire district CFPs as they are adopted or amended in accordance with the new county-wide LOS standards. The Capital Facilities Implementation section of this CFP identifies measures that service providers without adopted or amended CFPs can take to address any identified deficiencies.
Amend the “Fire Protection” chapter of the Whatcom County 20-Year Capital Facilities Plan (Whatcom County Comprehensive Plan Appendix E) as follows:

Fire Protection

Overview

The County is served by 15 different fire departments or districts, 13 of which serve unincorporated portions of the County:

- City of Bellingham
- City of Lynden
- Fire District 1
- Fire District 4
- Fire District 5
- Fire District 7
- Fire District 8
- Fire District 11
- Fire District 14
- Fire District 16
- Fire District 17
- Fire District 18
- Glacier Fire District 19
- North Whatcom Fire and Rescue (Fire District 21)
- South Whatcom Fire Authority

The cities of Bellingham and Lynden have their own fire departments. Fire District 7 serves the City of Ferndale and the Cherry Point UGA. North Whatcom Fire and Rescue (Fire District 21) serves the City of Blaine and the Birch Bay UGA. Fire District 14 serves the City of Sumas and the Columbia Valley UGA. Fire District 1 serves the cities of Everson and Nooksack.

Each city and fire protection district is assigned a numeric fire protection rating (a Class 1 rating is considered best) by the Washington Surveying and Ratings Bureau. Insurance companies fund the Bureau to perform on-site inspections of fire districts to determine the rating. The Bureau analyzes five areas: average response time, water supply, communication network, schedule of fire inspections, and existing conditions of fire stations. Fire station evaluations focus on the age of vehicles, amount of personnel training, and whether the facilities are staffed or not. Insurance companies use the fire protection rating to help determine insurance rates on all fire insurance policies. Quality of fire service can have a significant impact on fire insurance rates with the greatest impact experienced by commercial occupancies.

In addition to fire protection services, the agencies listed here provide responses to medical emergencies. In fact, EMS calls account for 75% of the responses by most fire protection agencies.

A countywide 911 dispatch system is jointly operated by the City of Bellingham Fire and Police Departments and administered by a countywide governmental board called “What-Comm Administrative Board” (Boyd pers. comm.).
Inventory of Current Facilities

Table 74 summarizes the capital facilities for each fire district. It also includes each district’s fire rating and service population. Unless otherwise stated, the 2008 population is based on estimates prepared for the CFP update process.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<th></th>
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</thead>
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<tr>
<td>City of Bellingham</td>
<td>8</td>
<td>3</td>
<td>22</td>
<td>Y</td>
<td>78,500</td>
<td>Y</td>
</tr>
<tr>
<td>City of Lynden</td>
<td>1</td>
<td>5</td>
<td>6</td>
<td>Y</td>
<td>11,350</td>
<td>Y</td>
</tr>
<tr>
<td>North Whatcom Fire &amp; Rescue (District 21)</td>
<td>10</td>
<td>N/A</td>
<td>32</td>
<td>Y</td>
<td>28,246 5</td>
<td>Y</td>
</tr>
<tr>
<td>Fire District 1</td>
<td>2</td>
<td>8T 6</td>
<td>10 7</td>
<td>Y</td>
<td>8,460</td>
<td>Y</td>
</tr>
<tr>
<td>Fire District 4</td>
<td>3</td>
<td>6</td>
<td>13</td>
<td>Y</td>
<td>8,600 8</td>
<td>Y</td>
</tr>
<tr>
<td>Fire District 5</td>
<td>2</td>
<td>6</td>
<td>6</td>
<td>Y</td>
<td>1,370</td>
<td>N</td>
</tr>
<tr>
<td>Fire District 7</td>
<td>6</td>
<td>6/5 9</td>
<td>24</td>
<td>Y</td>
<td>19,530</td>
<td>Y</td>
</tr>
<tr>
<td>Fire District 8</td>
<td>2,4</td>
<td>6-8A N/A</td>
<td>10 N/A</td>
<td>Y</td>
<td>6,240</td>
<td>Y</td>
</tr>
<tr>
<td>Fire District 11</td>
<td>1</td>
<td>8</td>
<td>5</td>
<td>Y</td>
<td>1,610</td>
<td>N</td>
</tr>
<tr>
<td>Fire District 14</td>
<td>3</td>
<td>6-10 10</td>
<td>22</td>
<td>Y</td>
<td>9,830</td>
<td>Y</td>
</tr>
<tr>
<td>Fire District 16</td>
<td>3</td>
<td>N/A</td>
<td>N/A</td>
<td>Y</td>
<td>1,160</td>
<td>N</td>
</tr>
<tr>
<td>Fire District 17</td>
<td>2</td>
<td>6</td>
<td>8</td>
<td>Y</td>
<td>1,520</td>
<td>N</td>
</tr>
<tr>
<td>Fire District 18</td>
<td>2</td>
<td>N/A</td>
<td>N/A</td>
<td>Y</td>
<td>2,460</td>
<td>N</td>
</tr>
<tr>
<td>Glacier Fire District 19</td>
<td>1</td>
<td>7</td>
<td>4</td>
<td>Y</td>
<td>1,630</td>
<td>N 11</td>
</tr>
<tr>
<td>South Whatcom Fire Authority</td>
<td>6</td>
<td>N/A 12</td>
<td>26</td>
<td>Y</td>
<td>13,000 13</td>
<td>Y</td>
</tr>
</tbody>
</table>

N/A = Not Available; Y/N = Yes or No

1 Fire rating is based upon the Washington Surveying and Ratings Bureau (WSRB). Insurance companies use the Bureau’s ratings to help determine insurance rates on all fire insurance policies.
2 Fire units include fire and/or emergency response units such as fire engines, water tenders, and medic units.
3 Two of the 8 stations are medic stations that serve unincorporated areas of the County, one serving northwest and the other north and east of the Bellingham city limits. Station 1 also houses the countywide fire/EMS dispatch center. (Boyd, Bill, Fire Chief, Bellingham Fire Department, personal communication, April 14, 2009 email.)
4 Includes 3 career fire stations and 7 volunteer fire stations. Source: North Whatcom Fire and Rescue Capital Facilities Plan, August 2008, Exhibit 1).
5 Source: North Whatcom Fire and Rescue Capital Facilities Plan, August 2009
6 This indicates a tanker rating, which means that the rating is achieved through additional water for fire flow provided from tanker trucks (Personal email communication from Erin Osborn to Matt Aamot, July 14, 2009).
7 Per email communication from Erin Osborn to Matt Aamot (July 14, 2009), this figure includes 3 fire engines with 1,000 gallon water tanks, 2 tanker trucks with 3,000 gallon capacity (water delivery at 1,000 gallons per minute), 3 aid cars, and 2 rescue boats.
8 Personal communication, Email from Bill McLaughlin to Matt Aamot, on February 25, 2009.
9 Fire rating for Cherry Point is 6 and fire rating for Ferndale is 5 (Personal communication between Gary Russell and Alex Cleanhous, July 1, 2009).
10 The WSRB ratings vary within Fire District 14 from 6 (in Sxmas) to 10 (in outlying areas), depending on location and type of structure.
11 Although Glacier Fire District 19 does not specifically serve the Columbia Valley UGA, it is part of a mutual aid agreement that would provide back-up to Fire District 14 which does include the Columbia Valley UGA within its service area.
Level of Service Capacity Analysis

Methods that can be used to determine LOS for fire districts include square feet per emergency incident, response time and fire ratings. Whatcom County adopted a LOS standard tied to response time and fire ratings in 2011. Fire district capital facility plans submitted in 2011 or later will be reviewed against the new county-wide LOS standards. For capital facility planning purposes, a method that ties fire and EMS response incidents to projected population, employment, and/or land use (square feet per incident) is being utilized for fire districts until they develop new capital facility plans that meet the adopted County LOS standard.

Whatcom County will consider adoption of fire district capital facility plans by reference into the Whatcom County Comprehensive Plan, as they are approved by the districts.

Square Feet per Incident

This Capital Facilities Plan will rely on analysis based on a square feet per incident for fire districts that have not yet adopted or revised their capital facility plans to meet the County LOS standard. The methodology in the plan is based upon review of records received from the Whatcom County Fire Marshal’s Office for Fire Districts. These records include 2008 existing square feet of fire district facilities, and calls for fire and aid service for the years 2006-2008 were used to provide average annual calls for service per district. This information and a LOS methodology are outlined in Table 75 below.

A review of the Fire District LOS analysis provided in Table 76a below indicates that all districts serving urban growth areas that were evaluated under the square feet per incident method would have a fire facility deficit by 2029, if new facilities were not added.
Table 75. Level of Service Standard for Fire Districts: Square Feet per Incident

<table>
<thead>
<tr>
<th>Fire District</th>
<th>Total Facility Size (2008) (Square Feet)</th>
<th>Average Annual Calls For Fire and Aide Service (2005-2008)</th>
<th>Square Feet Per Incident</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Districts serving UGA and Rural Areas</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire District 1</td>
<td>17,008</td>
<td>662.3</td>
<td>24.93</td>
</tr>
<tr>
<td>Fire District 4</td>
<td>25,314</td>
<td>531.3</td>
<td>47.64</td>
</tr>
<tr>
<td>Fire District 8</td>
<td>28,460</td>
<td>1,026.3</td>
<td>27.76</td>
</tr>
<tr>
<td>North Whatcom Fire and Rescue</td>
<td>72,422</td>
<td>2,362.3</td>
<td>30.66 ¹</td>
</tr>
<tr>
<td>South Whatcom Fire Authority</td>
<td>35,418</td>
<td>734</td>
<td>46.25</td>
</tr>
<tr>
<td><strong>Districts serving only Rural Areas</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire District 5</td>
<td>8,250</td>
<td>134.0</td>
<td>61.57</td>
</tr>
<tr>
<td>Fire District 11</td>
<td>4,200</td>
<td>60.67</td>
<td>69.23</td>
</tr>
<tr>
<td>Fire District 16</td>
<td>9,100</td>
<td>121.3</td>
<td>75.0</td>
</tr>
<tr>
<td>Fire District 17</td>
<td>6,892</td>
<td>89.7</td>
<td>76.86</td>
</tr>
<tr>
<td>Fire District 18</td>
<td>5,400</td>
<td>118.7</td>
<td>45.51</td>
</tr>
<tr>
<td>Fire District 19</td>
<td>3,600</td>
<td>84.0</td>
<td>42.86</td>
</tr>
</tbody>
</table>

¹ North Whatcom Fire and Rescue prepared a draft Capital Facilities Plan (undated) that was reviewed and evaluated as part of the preparation of the Capital Facilities Plan. This undated version of the District's draft CFP included a square foot per incident measurement as one of many factors reviewed in evaluating the District's ability to respond to emergency incidents, whether fire or medical (Square feet per incident for North Whatcom Fire and Rescue was listed as 35.64 in the undated draft). Since that time, North Whatcom Fire and Rescue has prepared and adopted an updated Capital Facilities Plan (dated August 15, 2009) which does not utilize a square footage per incident analysis. The updated methodology relies on response time and fire station geographic coverage to arrive at a number of stations and apparatus needed to maintain recent ratios to existing development. Most fire districts in Whatcom County do not currently have this information. For this reason, and to ensure consistency of analysis, the North Whatcom Fire and Rescue Square Feet per Incident in Table 75 utilizes the information obtained from the Whatcom County Fire Marshal's Office.


Table 76a indicates that all fire districts serving urban growth areas that were evaluated under the square feet per incident method are projected to experience deficits in 2029. With the exception of Fire District 4, all fire districts serving urban areas also have higher fire facility deficits than their rural counterparts in 2029. All rural fire districts, with the exception of Fire Districts 5, and 18 are expected to have facility deficits in 2029. All fire districts can reduce these anticipated fire facility deficits with capital facility projects that maintain or replace facilities and equipment in the 2009-2029 planning period.

**Response Time/Fire Rating**

Whatcom County adopted the following level of service standards in 2011:

Urban levels of service for fire protection shall be a response time of 8 minutes 80% of the time when the department covering the urban area has staffed the fire station. When
the fire station is not staffed the response time shall be 10 minutes 80% of the time, or a WSRB Rating of a 6.

Rural levels of service for fire protection shall be a response time of 12 minutes 80% of the time when the department covering the rural area has staffed the fire station. When the fire station is not staffed the response time shall be 14 minutes 80% of the time, or a WSRB Rating of an 8.

Staffed stations shall be a fire station that is staffed 24 hours a day 7 days a week 365 days a year. Staff may be paid, volunteer, or combination of the two.

There will necessarily be a transition period in which the County will work with fire districts to develop capital facility plans that meet the adopted LOS standards. Fire district capital facility plans that have been developed utilizing the County LOS are shown in Table 76b below.

**Table 76a. Fire District Level of Service Analysis-Square Feet Per Incident**

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Districts serving UGA and Rural Areas</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire District 1</td>
<td>682.3</td>
<td>0.08</td>
<td>17,908</td>
<td>24.93</td>
<td>(4,952)</td>
</tr>
<tr>
<td>Fire District 4</td>
<td>531.3</td>
<td>0.05</td>
<td>25,314</td>
<td>47.64</td>
<td>(2,428)</td>
</tr>
<tr>
<td>Fire District 8</td>
<td>4,026.3</td>
<td>0.47</td>
<td>28,460</td>
<td>27.76</td>
<td>(8,424)</td>
</tr>
<tr>
<td>North Whatcom Fire and Rescue</td>
<td>2,362.3</td>
<td>0.10</td>
<td>72,422</td>
<td>30.66</td>
<td>(37,498)</td>
</tr>
<tr>
<td>South Whatcom Fire Authority</td>
<td>734</td>
<td>0.05</td>
<td>35,418</td>
<td>48.25</td>
<td>(3,308)</td>
</tr>
<tr>
<td><strong>Districts serving only Rural Areas</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Fire District 5</td>
<td>134.0</td>
<td>0.07</td>
<td>8,250</td>
<td>61.57</td>
<td>549</td>
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<td>Fire District 11</td>
<td>60.67</td>
<td>0.04</td>
<td>4,200</td>
<td>69.23</td>
<td>(1,164)</td>
</tr>
<tr>
<td>Fire District 16</td>
<td>121.3</td>
<td>0.12</td>
<td>9,100</td>
<td>75.0</td>
<td>(1,853)</td>
</tr>
<tr>
<td>Fire District 17</td>
<td>89.7</td>
<td>0.06</td>
<td>6,892</td>
<td>76.86</td>
<td>(2,865)</td>
</tr>
<tr>
<td>Fire District 18</td>
<td>118.7</td>
<td>0.05</td>
<td>5,400</td>
<td>45.51</td>
<td>85</td>
</tr>
<tr>
<td>Fire District 19</td>
<td>84.0</td>
<td>0.05</td>
<td>3,600</td>
<td>42.66</td>
<td>(380)</td>
</tr>
</tbody>
</table>

1 Fire districts that have not developed capital facility plans that incorporate the county-wide level of service standard for fire protection, adopted in 2011, are included in Table 76a. The steps used to calculate the results are as follows:
   b) Determine square feet per incident: Current square footage of fire stations supplied by Whatcom County Fire Marshal / Average calls for service 2006-2008
   c) Calculate 2029 incidents: Future 2029 population of each district (Appendix D) x incidents per capita
   d) Calculate square footage required: 2029 estimated incidents x Square feet per incident
e) Compare to square footage available: 2008 inventory of fire station square footage supplied by Whatcom County Fire Marshal

f) Calculate Reserve (Deficit): Square footage available – square footage required

2 The district's own population estimate of 2008 population (28,246) is higher and was developed based on 2000 U.S. Census calculation of district population plus the City of Blaine, which annexed to the district in 2004 (District Plan, p. 3). Population estimates prepared for the CFP analysis indicate a lower population including Blaine of 23,570. If assuming the higher population, the incident per capita would be 0.08. For a conservative analysis the higher 0.10 rate was applied to the future growth numbers. If using the Districts 2008 population as a base and the net increase of each alternative, the results would be 15% lower than the square footage estimates above.

3 North Whatcom Fire and Rescue prepared a draft Capital Facilities Plan (undated) that was reviewed and evaluated as part of the preparation of the Capital Facilities Plan. This undated version of the District's draft CFP included a square foot per incident measurement as one of many factors reviewed in evaluating the District's ability to respond to emergency incidents, whether fire or medical (Square feet per incident for North Whatcom Fire and Rescue was listed as 35.64 in the undated draft). Since that time, North Whatcom Fire and Rescue has prepared and adopted an updated Capital Facilities Plan (dated August 15, 2009) which does not utilize a square footage per incident analysis. The updated methodology relies on response time and fire station geographic coverage to arrive at a number of stations and apparatus needed to maintain recent ratios to existing development. Most fire districts in Whatcom County do not currently have this information. For this reason, and to ensure consistency of analysis, the North Whatcom Fire and Rescue Square Feet Per Incident in Tables 75 and 76 utilizes the information obtained from the Whatcom County Fire Marshal’s Office.

4 If using these Districts own 2008 population estimates, the incidents per capita would be higher (incidents per capita divided by smaller population). The facility deficits would be approximately 15% higher for Fire District and 6% higher for the South Whatcom Fire Authority.


### Table 76b. Fire District Level of Service Analysis – Response Time/Fire Rating

<table>
<thead>
<tr>
<th>Fire District</th>
<th>WSRB Rating Standard</th>
<th>Response Time Standard</th>
<th>Meets Adopted LOS?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Districts serving UGA and Rural Areas</strong></td>
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<td>Fire District 7</td>
<td>6 for the Cherry Point UGA</td>
<td>8 minutes 80% of the time for the Ferndale UGA</td>
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<td>Fire District 8</td>
<td></td>
<td>8 minutes 80% of the time for the Bellingham UGA and 12 minutes 80% of the time for rural areas</td>
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<td>Fire District 14</td>
<td>6 for UGAs and 8 for rural areas</td>
<td>10 minutes 80% of the time for the Columbia Valley &amp; Sumas UGAs and 14 minutes 80% of the time for rural areas</td>
<td>Yes³</td>
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1 Fire districts that have developed capital facility plans that incorporate the county-wide level of service for fire protection, adopted in May 2011, are included in Table 76b.

2 Table 74 and Whatcom County Fire District No. 7 Capital Facility Plan 2011-2029.

3 LOS will be met with planned improvements set forth in the Fire District #8 Capital Facilities Plan (2013).

43 Table 74 and Whatcom County Fires District #14 Capital Facilities Plan (2012)
Capital Projects and Funding

Capital Project Funding

City Fire Departments and Regional Fire Districts usually fund needed capital improvements through a combination of revenue sources. These can include General Fund revenues, excess property tax levies, sales taxes, capital bonds, fire benefit charges, and fire impact fees.

The State of Washington authorizes cities and regional fire districts to levy both “regular” and “special” property taxes to support their operational and capital needs. As part of the regular property tax levy, a fire service provider is authorized to levy a property tax at a total maximum rate of $1.50 per $1,000 of assessed value. However, the total maximum aggregate “regular” property tax levy by all taxing agencies in an area may not exceed $5.60. Occasionally, all local levies will total more than this limit. In this case, “junior” taxing districts, including fire districts, must follow state statute to lower their levy rate so that the total aggregate rate does not exceed the statutory limit. Fire districts may also pass “special” property tax levies for short-term periods without a statutory maximum levy limit.

An Emergency Medical Service property tax may be levied at a total maximum rate of $0.50 per $1,000 of assessed value. This levy must pass by at least 60% of the vote and must be renewed every six years. These funds can be charged by city fire departments, but not by fire districts.

Fire impact fees may be collected on new residential and commercial development to fund facility improvements necessary to serve that development. Additional comments on capital funding strategies of note are discussed below:

- **Bellingham Fire Department** – The Bellingham Fire Department receives capital dollars from the Medic One Fund, which is funded by a 1% sales tax that can be used for operations or capital; from the first 0.25% of Real Estate Excise Taxes, and from general fund revenues.

- **Lynden Fire Department** – The City of Lynden Fire Department receives capital funding from the general fund and from impact fees. Impact fees for the fire department are project driven, and are expected to pay a set portion of the costs of needed expansion due to growth.

Capital Projects

Capital projects for the Bellingham Fire Department, Lynden Fire Department, North Whatcom Fire and Rescue (which serves the Birch Bay and Blaine UGAs), Fire District 7, Fire District 8 and Fire District 14 are provided below. The following fire districts do not have approved capital facility plans:

- Fire District 1 (serving the Everson and Nooksack UGAs).

As these districts approve capital facility plans, they will be incorporated by reference into the Whatcom County Comprehensive Plan.
### Table 77. Fire District/Department Capital Projects

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<tr>
<th>Project Costs/Revenue (thousands $)</th>
<th>2010</th>
<th>2011</th>
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### Exhibit F - 20-Year CFP Amendments (Fire Protection)
Planning Commission Recommendation – September 26, 2013

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Specific revenue sources in Table 77 are only provided where identified within the service provider's individual plans.

City of Bellingham 2008 Adopted Budget includes Fire Department projects through 2013, while the City of Bellingham Comprehensive Plan Capital Facilities element (Chapter 5) only include fire department projects through 2011. Locations are not provided for projects.

City of Lynden Fire Department 2009-2014 Capital Facilities Plan shows projects through 2014. Locations are not provided for projects.

North Whatcom Fire and Rescue’s August 15, 2009 Capital Facilities Plan identifies cost but does not identify year of funding. Therefore, all project costs are noted only in the Total column. Locations are not provided for new stations, and locations of projects at existing stations are associated with the station number per August 15, 2009 Capital Facilities Plan (page 25).

Sources:
- For Bellingham Fire: City of Bellingham, 2008 Adopted Budget, Capital Facilities Plan (page 408), and Bellingham Comprehensive Plan, Capital Facilities (Chapter 5), page CF-75.
- For Lynden Fire: City of Lynden 2008-2014 Fire Department Capital Facilities Plan.
- For Fire District 7: Whatcom County Fire District No. 7 Capital Facility Plan 2011-2029 (May 2011)
- For Fire District 14: Whatcom County Fire District #14 Capital Facilities Plan (2012)
- For Fire District 8: Whatcom County Fire District #8 Capital Facilities Plan (2013)
WHATCOM COUNTY
PLANNING COMMISSION

Capital Facility Planning – Special Purpose Districts

FINDINGS OF FACT AND REASONS FOR ACTION

1. The subject amendments to the Whatcom County Comprehensive Plan are as follows:
   a. Amending Whatcom County Comprehensive Plan Chapter 2 (Land Use) to recognize that the Evergreen Water and Sewer District has changed its name to the Columbia Valley Water District.
   b. Amending Whatcom County Comprehensive Plan Chapter 4 (Capital Facilities) to adopt the Columbia Valley Water District 2013 Water System Plan Update, the Water District 13 Small Water System Plan and Mount Baker School District Capital Facilities Plan by reference and making related changes.
   c. Amending the Foothills Subarea Plan to provide information relating to the Columbia Valley Water District, Water District 13 and the Mount Baker School District.
   d. Amending the Whatcom County 20-Year Capital Facilities Plan to incorporate information from the Columbia Valley Water District 2013 Water System Plan Update, incorporate information from the Water District 13 Small Water System Plan and making related changes.
   e. Amending the Whatcom County 20-Year Capital Facilities Plan to incorporate information from the Mount Baker School District Capital Facilities Plan and making related changes.
   f. Amending the Whatcom County 20-Year Capital Facilities Plan to incorporate information from the Fire District 8 Capital Facilities Plan and making related changes.

2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on August 9, 2013.

3. A determination of non-significance was issued under the State Environmental Policy Act (SEPA) on August 12, 2013.

4. Notice of the Planning Commission hearing was posted on the County website on August 12, 2013.
5. Notice of the Planning Commission hearing was sent to the City of Bellingham, special purpose districts, and citizen, media and other groups on the County's e-mail list on September 5, 2013.

6. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on September 13, 2013.

7. The Planning Commission held a public hearing on the subject amendments on September 26, 2013.

8. Pursuant to WCC 2.160.080, in order to approve the proposed comprehensive plan amendments the County must find all of the following:

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

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

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

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

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

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

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

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

9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.

10. GMA Planning Goal 1 is to “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner” (RCW 36.70A.020(1)).

11. GMA Planning Goal 12 is to “Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards” (RCW 36.70A.020(12)).

12. The subject amendments include updating the Whatcom County Comprehensive Plan to incorporate the Columbia Valley Water District 2013 Water System Plan Update and the Water District 13 Small Water System Plan (2012). These districts serve the Columbia Valley UGA and surrounding areas.

13. The subject amendments include updating the Whatcom County Comprehensive Plan to incorporate the Mount Baker School District Capital Facility Plan (2013). The District serves the Columbia Valley UGA, Acme, Deming, Kendall, Maple Falls, Glacier and surrounding areas.

14. The subject amendments include updating the Whatcom County Comprehensive Plan to incorporate information from the Fire District 8 Capital Facilities Plan (2013). The District serves the western portion of the Bellingham UGA, including the Bellingham International Airport, a portion of the Lummi Reservation, and surrounding areas.

15. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include a capital facilities plan element consisting of:

   a. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

   b. A forecast of the future needs for such capital facilities.

   c. The proposed locations and capacities of expanded or new capital facilities.

   d. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.
e. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

16. The capital facilities plans generally contain inventories, forecasts of future needs, proposed capital facilities, and financing plans.

**County-Wide Planning Policies**

17. County-Wide Planning Policy E-4 states “The County shall assure that there are plans to provide appropriate levels of urban facilities and services within non-city Urban Growth Areas. These plans should be developed by special purpose districts...”

18. The Columbia Valley UGA is not associated with a city.

19. The Columbia Valley Water District and Water District 13 are generally planning capital improvements to serve the portions of the Columbia Valley UGA within their respective service areas.

20. The Mount Baker School District Capital Facilities Plan projects that the schools serving the Columbia Valley UGA (Kendall Elementary, the Junior High School and the High School) will have adequate capacity over the planning period.

**Interlocal Agreements**

21. An Interlocal Agreement between Whatcom County and Columbia Valley Water District was signed in 2010.

22. An Interlocal Agreement between the City of Bellingham and Whatcom County concerning Planning, Annexation and Development within the Bellingham UGA was signed in 2012.

23. An Interlocal Agreement between Fire District 8 and the City of Bellingham for the provision of administrative services was signed in 2013.

24. There are no provisions in the Whatcom County Comprehensive Plan amendments that are inconsistent with these interlocal agreements.

**Further Studies/Changed Conditions**

25. The Columbia Valley Water District and Water District 13 have studied facilities needed to serve existing and planned development and formulated new water system plans.
26. The Mount Baker School District has studied facilities needed to serve existing and planned development and formulated a new capital facilities plan.

27. Fire District 8 has studied facilities needed to serve existing and planned development and formulated a new capital facilities plan.

28. Further study and formulation of plans by the Columbia Valley Water District, Water District 13, Mount Baker School District and Fire District 8 constitute changed conditions that warrant amendments to the Whatcom County Comprehensive Plan.

**Public Interest**

29. The comprehensive plan amendments will serve the public interest by adopting new or updated water, school and fire protection capital facility plans to serve planned growth in Whatcom County. These special purpose district plans will serve planned land uses, will enhance provision of public facilities and services, and will not harm resource lands.

**Spot Zoning**

30. The subject proposal does not involve rezoning property.

**CONCLUSIONS**

The subject comprehensive plan amendments are consistent with the approval criteria of WCC 2.160.080.
RECOMMENDATION

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

1. Exhibit A, amendments to Whatcom County Comprehensive Plan Chapter 2 (Land Use).

2. Exhibit B, amendments to Whatcom County Comprehensive Plan Chapter 4 (Capital Facilities).

3. Exhibit C, amendments to the Foothills Subarea Plan.

4. Exhibit D, amendments to the water system provisions of the Whatcom County 20-Year Capital Facilities Plan.

5. Exhibit E, amendments to the school provisions of the Whatcom County 20-Year Capital Facilities Plan.


WHATCOM COUNTY PLANNING COMMISSION

Michelle Luke, Chair

Sam Ryan, Secretary

Date: October 8, 2013

Commissioners present at the September 26, 2013 meeting when the vote was taken: Ken Bell, Ben Elenbaas, Gary Honcoop, Michelle Luke, David Onkels, Mary Beth Teigrob and Gerald Vekved.

Vote: Ayes: 7, Nays: 0, Abstain: 0, Absent: 2. Motion carried to adopt the above amendments.
NOTE:

Exhibits A-F, which were recommended by the Planning Commission, are attached to the proposed Ordinance to be considered by the County Council in order to avoid redundancy.
Call To Order: The meeting was called to order, by Whatcom County Planning
Commission Chair, Michelle Luke, in the Whatcom County Council Chambers at 6:30 p.m.

Roll Call
Present: Michelle Luke, Ben Elenbaas, Jerry Vekved, Gary Honcoop, David Onkels, Mary
Beth Teigrob, Ken Bell
Absent: Jeff Rainey, Rod Erickson

Staff Present: Mark Personius, Matt Aamot, Becky Boxx

Department Update

Mark updated the Commission on the following:
- Review of items before the County Council.
- Upcoming commission schedule.

Open Session for Public Comment

Matt Paskus, Whatcom County: Addressed airport planning. In 2004 the Planning
Commission reviewed airport zoning. The 2004 forecast was for passenger traffic to be at
275,000 by 2050. This was surpassed by 2009. There are impacts to this issue. Also,
there was a one mile radius put around the runway which people have to disclose to
future buyers. There is a report recommending this radius be two miles. Having a larger
radius devalues home prices in the area. This needs to be kept in mind when the plan is
reviewed in the future.

Commissioner Comments

There were no commissioner comments.

Public Hearing

File #PLN2013-00001: Amendments to the Whatcom County Comprehensive Plan and
Foothills Subarea Plan relating to special purpose districts and capital facility planning.
Amendments include adopting by reference or incorporating information from the
Columbia Valley Water District, Water District 13, Mount Baker School District and Fire
District 8 plans into the Whatcom County Comprehensive Plan and making related
changes.

Matt Aamot presented the staff report and a power point presentation.

Growth Management Act (GMA) Goal 12 state counties must ensure that “those public
facilities and services necessary to support development shall be adequate to serve that
development”. The first step in doing this is formulating capital facility plans.

The GMA Capital Facility Element states: There is to be an inventory of existing capital
facilities, a forecast of future needs, proposed new or expanded facilities and a financing
plan.
There is a goal in the County Comprehensive Plan, 4H, which addresses working with special purpose districts, such as schools, fire districts and water districts to ensure coordination between the land use element and the capital facility element.

The first plan for consideration is the Columbia Valley Water District Plan. This plan was updated in 2013. Maps were shown showing the boundaries of the Columbia Valley UGA and the water district. Most of the UGA is zoned Urban Residential 4 units per acre (UR4). In 2009 an area was zoned General Commercial (GC). There is also land, north of Limestone Road, which is planned for future Light Impact Industrial (LII) uses. The district serves approximately 1,000 homes and over 300 recreational lots. Their future service area includes the planned LII area. The district’s 2004 plan documented very high water loss problems which they have worked hard to reduce by replacing leaking water lines and installing meters. The current average loss is about 16%. They have a target of reducing this to 10% by 2016 and to 5% by 2030.

The next plan for consideration is the Water District 13 Plan. They also serve the Columbia Valley and adjacent areas. Their plan was updated in 2012. Maps were shown showing the Columbia Valley UGA boundary and the water district boundary. They serve about 400 homes. They have quite a bit of undeveloped land in their service area.

Next, is the Mount Baker School District Plan. It was adopted in 2013. The district covers approximately 661 square miles. School enrollment has declined while population has increased. This may be occurring because of aging baby boomers, homeschooling, Running Start, online schooling, etc. In their previous plan they stated a need for an additional elementary school. They now have excess capacity in their existing school. The improvements they are planning are improvements to existing facilities and energy upgrades. They are not planning any additional classroom space at this time.

Next, is the Whatcom County Fire District #8 Plan. They serve the western portion of the Bellingham UGA and Lummi Reservation area, as shown on a map. Their plan was adopted in 2013. The district covers about 23 square miles. The Bellingham Fire District provides administrative services to the district. The districts may consider merging in the future. Their plan indicates two stations need to be replaced or remodeled and an additional station is needed on Kwina Road.

Staff recommends approval of the amendments.

The hearing was opened to the public.

Lou Piotrowski, Whatcom County: He supports the Columbia Valley Water District Plan, the Water District 13 Plan and the Mount Baker School District Plan. He is pleased to see things are moving along so well.

Rebecca Boonstra, Whatcom County: Chair of the East Whatcom Community Council. She agreed with the previous speaker in that she supports the plans and appreciates the work being done in the Columbia Valley.
Regular Meeting
September 26, 2013

Jack Hovenier, Whatcom County: He owns a large amount of land in the Columbia Valley and has been involved in the planning of the area. He is encouraged to see the amount of effort that the county staff and districts have put forth in order to get the plans done. He thanked the districts for their work. He supports the plans.

Charlie Burleigh, Whatcom County: Superintendent of the Mount Baker School District. Thanked staff for their support and work on the plan. In the district the big issue is maintenance. A levy has been approved for this work. The enrollment now seems to be steady.

Commissioner Bell asked Mr. Burleigh if he knew some of the reasons for the past decrease in enrollment.

Mr. Burleigh stated his thought was it could be the price of gas which changed the demographics of the area.

Commissioner Bell asked if Mr. Burleigh saw a future increase in enrollment.

Mr. Burleigh stated if the employment issues are addressed there may be a change. He also stated that in the early 2000’s there was a large influx of Slavic families, some of which have now moved from the area.

The hearing was closed to the public.

Work Session

Commissioner Onkels moved to recommend approval of Exhibits A – F and the findings. Commissioner Teigrob seconded. Roll Call Vote: Ayes – Bell, Elenbaas, Honcoop, Luke, Onkels, Teigrob, Vekved; Nays – 0; Abstain – 0; Absent – Erickson, Rainey. The motion carried 7-0-0-2.

Town Hall meeting regarding population and employment projections associated with the periodic update of the Whatcom County Comprehensive Plan and the urban growth area review, which are both required by the Growth Management Act under RCW 36.70A.130. The update must be completed by June 2016.

Matt Aamot gave a power point presentation.

Historical Growth: A chart was presented showing the total population of the county over the last 33 years. In 1980 the population was approximately 107,000 and is now approximately 206,000. The average annual growth has been about 3,000 people. Growth fluctuates yearly due to the economy, etc. From 1980 to 2012 the natural population increase has been 647 to 1,061 per year. Net migration has varied within a much larger range. The low was 12 people in 1986 to the high in 2007 of 4,342. Almost three quarters of the county growth has been due to in-migration. After 2015 the state is projecting that net migration will rebound more closely to historic levels. As the baby boomers age the natural increase will decline. The state is projecting it will go negative between 2035 and 2040.
Strategy planning discussion and positions to be taken regarding collective bargaining.
(per RCW 42.30.140(4)(a))
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Discussion regarding pending litigation relating to County property known as Clark Pit.

**ATTACHMENTS:**
None

**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.)

Discussion with Daniel Gibson, Chief Civil Deputy Prosecutor, on Clark Pit, discussion of this item may take place in executive session (closed to the public pursuant to RCW 42.30.110 (1) (i))

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

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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.
Whatcom County Council

Special Surface Water Work Session

October 15, 2013

CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 10:30 a.m. in the Whatcom County Civic Center Garden Room, 322 N. Commercial, 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. LAKE SAMISH COMPREHENSIVE STORMWATER PLAN

Chris Brueske, Public Works Department, stated this came forward in 2012. Staff wants to bring it forward again for possible adoption.

Kraig Olason, Public Works Department, submitted and read from a handout (on file). The current Comprehensive Stormwater Plan (CSWP) is the third version they've produced.

Brenner asked who staff contacted about the public process. Olason stated a group of 30 to 40 residents came to the meeting. The staff twice sent a newsletter to all in the watershed. There is also an email list for notices, which included everyone who came to the meetings.

He continued the presentation on the Lake Samish Basin CSWP plan overview.

Brenner asked how many people are in the area. Olason stated there are approximately 1,300 people. Any fee revenue would be small, so staff assumed they would choose the basic level of funding for the current budget.

Kremen stated 1,300 people is 700 or 800 homes. They tax by the number of homes, not by the number of people. Olason stated Chapter 6 of the plan includes an analysis of revenue that could be collected. He concluded the presentation on the recent plan adoption process activity.

Staff recommends reintroduction and adoption. They are back to where they were in the process in July. The interest of the community members who signed on to the letter seems to have waned. Most of those people who signed the letter hadn’t been to any of the meetings. There was a lot of concern that they didn’t have good background information on
the process and what staff did to come up with the plan. Because it’s been so long, there
must be another public hearing before considering adoption. He submitted a handout of
letters submitted by the water district (on file).

Knutzen asked if any of the watershed falls within the national pollution discharge
elimination system (NPDES) phase two permit boundaries. Olason stated it does not. The
lake has a low population, but there are certain needs associated with the lake because it
provides public water. That’s been a driver for this effort.

Brenner stated she’s not sure what’s going to happen in that area. Olason stated
most of the area is zoned forestry. There is an urban development ringing the lake, and
there is forestry behind it.

Kirk Christensen, Public Works Department, stated adopting the plan gives the
County leverage for grant funds.

Roland Middleton, Public Works Department, stated this plan was sitting off to the
side of the natural resources database because it wasn’t adopted. Until staff gets policy
direction from Council, it won’t go into the database or be integrated into the
Comprehensive Plan. He understands the concerns about new taxes, but that is a
completely separate process if the Council decides to impose a fee. Adopting the plan
adopts the capital improvement and the entire process that staff went through to identify all
the issues and problems with Lake Samish. This plan doesn’t set a fee.

Mann stated the citizens began this second review process, and then no one
attended the meeting. He’s disappointed no one made it to the meeting after the effort
they went to in order to demand those meetings. Olason stated there was a lot of
misunderstanding about the plan and what it was intended to do.

Mann stated he hopes they don’t experience a similar last minute outburst.

**Brenner moved** to schedule this for a hearing.

Crawford stated make sure the folks at Lake Samish are aware of the hearing.
Olason stated the staff could put another notice in the community newsletter to let people
know.

Brenner stated schedule the hearing after the newsletter goes out.

Kremen asked the timeframe for the hearing. Olason stated the County could do its
own notice that isn’t in the community newsletter. Adopting the plan this year would be
nice.

Brenner stated find out when their newsletter comes out. Olason stated the County
could do a mailing. They can also try to get on their community meeting schedule. He will
follow up with that.

Kremen stated the Executive is planning to tentatively have the Council deal with the
budget soon. There was discussion of when this is scheduled.
Kershner stated Public Works staff can work out the notice with the residents and the scheduling with Council staff.

The motion carried by the following vote:

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

**Nays:** None (0)

### 2. REVIEW OF PROPOSED 2014 FLOOD CONTROL ZONE DISTRICT BUDGET

Chris Brueske, Public Works Department, stated the packet summarized the original requests and the supplemental requests. He submitted a handout with revised numbers for the water planning administration and water planning operations section of the proposed 2014 budget.

Paula Cooper, Public Works Department, submitted a handout with revised numbers for the proposed 2014 budget (on file). To be more in tune with the Revised Code of Washington (RCW) as recommended by the State Auditor, they added the RCW appropriation item category title to each line item of the budget.

Knutzen asked how the cost centers work in terms of the aquatic invasive species (AIS) and certain stormwater funding coming from Flood Control Zone District funds. Cooper stated the AIS funding is coming directly from the Flood Control Zone District funds. Stormwater funding is transferred to a separate cost center that includes other County funds.

Brueske stated the stormwater budget isn’t changing.

Cooper stated Flood Control Zone District funds for stormwater are a transfer out of the fund budget. It is listed as a line item in the district budget under the administration cost center. There may be a better way to do that in the future.

Brueske stated the stormwater expenses for 2014 are included in the fund budget.

Knutzen stated that if they are allocating money, he would like to know how much and where it is. It’s not listed as a line item. Brueske stated they can refine the budget document and make it more explicit.

Cooper read through the 2014 budget centers and what has changed. Funds for hydraulic modeling and preliminary design for ESRP-712002 needs to be extended into 2014 because the work won’t get done in 2013. This project is to do more detailed analysis with a hydraulic model and preliminary design per the Comprehensive Flood Hazard Plan (CFHP) recommendations. It’s about keeping the levees eligible for the Army Corps of Engineers (Corps) program.

She continued to read through the cost centers. The Federal Emergency Management Administration (FEMA) funding for flood plain mapping is put on hold to test new mapping methodology.

Knutzen asked the status of a situation in which the Corps requires tree removal on a levee, but the County Planning Department is requiring a habitat assessment. Cooper
stated the habitat assessment was submitted recently. Planning Department is still reviewing it.

Knutzen asked how to streamline the process. It took over a year to get a permit to cut a couple of trees on a levee. Cooper stated she heard a rumor from the Army Corps of Engineers that this vegetation issue may become not a big deal anymore. They’re worried about a lawsuit in California. The Corps may be worried they will lose the suit. Administrators from Washington D.C. have proposed removing vegetation out as a separate component. If vegetation is making something unstable, it would come through separate criteria. That would make things easier, because they would have to prove the vegetation is harming the levee. She explained the history of this situation and the conflicting federal requirements.

Cooper continued to read through the cost center items.

Mann asked if the Tribe is in favor of the Marietta property purchases. Cooper stated the Tribe is very supportive.

Brenner asked how anyone in Marietta will get a permit to build anything. They can’t get flood insurance. She heard that FEMA won’t provide flood loss coverage if people build intentionally. Cooper stated they can get flood insurance, but it won’t be cheap. There would be severe and expensive design requirements to build. Also, enforcement is difficult out there due to limited enforcement resources. People in that area are bringing in new mobile homes and making improvements, and it’s difficult to get them to stop.

Brenner stated that’s illegal. Cooper stated she knows. She’s trying to get County enforcement officers to deal with it, but there are limited resources.

Brenner stated there are limited resources for everything. Property buyout isn’t a good solution.

Knutzen asked about cleaning out the bridge. He asked if it came from the Public Works budget. Brueske stated the funding came from the road fund.

Cooper continued to read through the cost center items.

Crawford asked if work on Canyon Creek is done. Cooper stated it isn’t. All the jams are built. They still need to remove dirt and clean it up. It should be done by the end of next week.

Brueske stated there was a notice about a planting party on October 26. He continued to read through the 2014 cost center item changes for natural resources.

Kershner asked about the bacteria pollution identification and control (PIC) outreach and if staff is coordinating with the State Department of Health. Brueske stated they are partners in the Clean Whatcom Program. People were worried about inspectors coming through their farms. The County made it clear that its role is about education, outreach, and monitoring, not enforcement. They are focusing in Drayton Harbor for education outreach.
Kershner asked about analyzing the samples. Brueske stated there are two labs to do the analyses. Staff produces an annual report that shows data trends. They've looked into doing DNA analysis on the samples. They researched the technology.

John Thompson, Public Works Department, stated they may have done a test in Drayton Harbor.

Brueske stated DNA sampling doesn't give a numerical value. It provides information on whether there is a presence or absence. For any given sample, they might find mammal DNA, but the technology isn't developed to identify the species. The State has used it for identifying spike areas that can bracket the problem.

Brenner stated there is human DNA testing that identifies a person’s ancestral history.

Crawford stated they did it in California Creek in 2005. They segmented the sources into bovine, human, and all other sources. Brueske stated those are mostly presence/absence results. It doesn't give the percentages.

Crawford stated they mapped the locations of what was found, which was very informative. Brueske stated they can discuss this more in-depth with the County’s expert on that issue.

The Council concurred on scheduling a discussion of DNA sampling with Public Works Department staff.

Gary Stoyka, Public Works Department, stated a sample of blood or actual material from an animal has DNA that gives a very detailed analysis. However, fecal matter is about what is in the gut. It doesn't provide a direct DNA sample of the animal. It only gives information on the kinds of bacteria that live in the gut. Oregon State University research showed that the bacteria in cows in Oregon don’t live up here, so they had to develop new markers.

Crawford referenced the cost center for the bacteria PIC outreach item and stated he doesn’t want the County to come back on the farmers. He asked if the County is really involved in identifying something. He asked the County’s role. Brueske stated the County just shares the results of the fixed sampling stations with all the team partners. For an update on the PIC program, he can schedule an update with staff. The State and County have made it clear that enforcement is the last step. The County is not involved with State enforcement, other than possessing the data from the sampling stations.

Crawford described a situation with a farmer who fixed a septic line break as soon as they found out about it, but have been charged so many fines that the cost of fixing the break has been added to the overall cost of the problem. If they hadn’t fixed it, their fines would be lower. The fine is based on the cost of the problem.

Brueske asked if this is the State.

Knutzen stated it is the Environmental Protection Agency (EPA) inspectors.
Crawford stated the County shouldn’t be in the role of harassing people who are trying to do good things. Brueske stated it’s not. It’s the County’s role to collect data samples, and do education and outreach, and put people in touch with resources they can use to fix their individual problems.

Jack Louws, County Executive, stated that at a big meeting of federal, State and local agencies regarding Governor Gregoire’s shellfish initiative, the County made it clear that Whatcom County wanted to pursue education and build on its success. (Inaudible). They are expanding testing labs to cross-check lab samples. Staff has done a good job of staying out of the middle of this. From the State and federal perspective, they are taking a hard approach to their enforcement actions due to pressure from environmental and fishing groups. Whatcom County is not doing this. The administration is aware of it and doing what it needs to do. If there are willful violations, they will issue correction notices and get it taken care of in a way that is positive for the agricultural community.

Knutzen stated his family was phone surveyed by the Department of Ecology about the number of cats and dogs they have. He asked if they are going to start making people get a farm plan for a cat. He was surprised they wanted to know that information.

Crawford stated the Code specifies what triggers the farm plan requirement.

Brenner stated someone had an approved septic system design, but was held up beyond the application expiration date by a third party jurisdiction. She asked about amending the Code to allow County to not require a second fee if the design is still appropriate.

Brueske stated that would go to the Health Department for technical assistance. Regarding AIS, staff and the City will give a presentation to the Council about how the 2013 went, to make suggestions for going forward, and clarify some policy questions. The budget estimate for 2014 is at the same level as this year. They anticipate about $30,000 in revenue and $80,000 in expenditures from the program. The program this year was successful. Consider whether they stay with the program or expand it to other lakes in the county. There is $30,000 in the budget for professional services. That is a placeholder to move forward with online AIS education.

Mann asked if they found any quagga mussels. Brueske stated there were four decontaminations. None of them had zebra or quagga mussels. There were quagga mussels found all over a boat that came from Michigan. It was heading for the ocean, not Lake Whatcom. Somehow, the U.S. Department of Fish and Wildlife pulled that boat over. Quagga mussels were found at the Oregon/California border a couple of times. They have been in Bellingham now. He referenced the handout he submitted at the beginning of today’s meeting about the water planning revised budget to include work regarding water resource inventory area (WRIA), the coordinated water system plan, Planning Unit support, and the Natural Resource Manager’s time for salmon recovery and shellfish.

3. UPDATE ON SEPTEMBER 25, 2013 WRIA 1 PLANNING UNIT MEETING

Chris Brueske, Public Works Department, gave a staff report and reviewed the Planning Unit meeting attendees.
Brenner asked who is representing the environmental caucus. There are many environmental interests. Find someone willing to participate. Brueske stated it’s up to the caucus.

Mann asked who is the official caucus member and how that’s determined.

Brueske stated that is a challenge that many of these caucuses face, including the private well owners. There are thousands of well owners, and no public forum for them to all get together and vote.

Brenner stated they did a lot of outreach, more than any others.

Brueske stated he suggested that staff provide some sort of agenda packet or report to the County Council on who the representatives are and how they were selected. He asked if the Council wants that information.

**The Council concurred.**

Brueske stated there are proposed guidelines for what people should submit.

Brenner stated the Planning Unit as a whole, not County staff, should receive that information. Many of the caucuses conflict with other caucuses. Someone shouldn’t pass something to the County staff. Anything should go to the Planning Unit as a whole to make the decision. Brueske stated his role is to facilitate getting on the agenda. He’s not going to grade whatever he receives. Whatever they give him, he will put it in the agenda packet. They are discussing the procedures at tomorrow’s meeting.

Jack Louws, County Executive, stated the Planning Unit is its own governmental entity. Whatcom County has a seat at the table, but doesn’t control what happens. They are trying to achieve a delicate balance. Some participants felt the facilitators did fine. At the opposite extreme, one member believes the Joint Board is manipulating the process. The caucuses will establish their own membership. He referenced the 1999 operating agreement *(on file)*. He hopes the Planning Unit will decide to be more advisory to Whatcom County government. Until they get to that point, they have to work under the established rules, which requires the County to provide a meeting location. This is a work in progress.

Kremen stated the meeting wasn’t productive. The facilitators were impotent. The County staff could provide better facilitation. Three caucuses commandeered the meeting. One or more caucus representatives attempted to diminish the County Council’s participation in this process. He’s concerned about expectations and that many participants left the meeting demoralized. The current facilitators were as incapable of running the meeting and achieving productive results as he’s ever seen.

Brenner stated she agrees with Councilmember Kremen and disagrees with Executive Louws. All the councilmembers who attended agreed that the biggest problem was the facilitators. It was shocking, given what the County is paying them. She wants this process to succeed. Those facilitators will ensure it doesn’t succeed.
Mann stated he agreed. He also heard that caucus members felt they didn’t know why they were here. The Council needs to give deliverables to the Planning Unit members to get something productive from them. The Council may be responsible to give them that direction.

Crawford stated professional facilitators must put everyone through the exercise of creating a purpose or mission statement to learn what their expectations are. These facilitators must listen to feedback from Planning Unit members about their expectations. He doesn’t know what the Planning Unit outcome is supposed to be. The facilitator is supposed to act as a go-between and identify whatever is keeping the group from being productive. It’s a difficult task.

Brueske stated he provided information (on file) on all these concerns that they’ve heard. The facilitators wrote an email with ten pointed questions and sent the email to 30 caucus members and alternates. They received six responses. The facilitators went into the meeting eight hours after signing their contract. There is 15 years’ worth of information that they were not aware of. He’s been careful to ensure they serve at the pleasure of the Planning Unit. Whatcom County is not telling the facilitators what to do. The goal of these four meetings is to develop a work plan. That is the outcome.

Louws referenced and read from the email from the facilitators and read through the comments received regarding the facilitator’s questions.

Brenner stated she wants to know who responded to the questions. Brueske stated he will provide that information.

Mann asked about giving the Planning Unit direction on creating deliverables.

Kershner stated that the Planning Unit is in the beginning phase of forming their group and figuring out what they’re doing. They will shift into a normalized order of business, and then begin to perform. She’s not sure the Council needs to disrupt that process right now.

Crawford stated people who purport to be the environmental representatives are saying they don’t even want to be there. The Council should be clear about what it wants out of this process. He thinks that folks who want to advocate for the environment would want to be a part of any water discussion. There is a lot at stake. Brueske stated that statement was made in 2009 by one person. It wasn’t a statement from the environmental community.

Crawford stated there are a lot of local groups they can reach out to.

Weimer stated they are all having a meeting on Friday to come up with a new representative or decide if they want to participate.

Linda Twitchell, Building Industry Association of Whatcom County, stated the County should update the WRIA webpages regarding the Planning Unit activity. Brueske stated those webpages are being updated.
Kershner stated the Planning Unit should decide what kind of communication they need. She remembers Planning Unit advocates being strongly in favor of the County reinstituting the Planning Unit. They wanted to take control and be involved, so they should. They should take responsibility for their Planning Unit.

Louws stated the Council will have to decide at its next meeting whether it wants to add $8,000 to get through this first phase of the Planning Unit. If the County agrees to support the Planning Unit, there will be a substantial cost. It’s taking up staff time to deal with all these emails and put this together. The Council should figure out the role of the Planning Unit. He doesn’t know right now what it should be. He would like the Council to figure it out. The administration is committed to working with the Council and Planning Unit.

Brenner stated the Council could decide what it would like the Planning Unit to do for the County, and make that request of the Planning Unit, regardless of what they do on their own. The members want to know what the Council wants. She can think of certain specific things.

Mann stated Councilmember Brenner can schedule that discussion for the Public Works, Health, and Safety Committee.

ADJOURN

The meeting adjourned at 12:15 p.m.

The Council approved these minutes on _________________, 2013.

ATTEST:WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Kathy Kershner, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Committee Of The Whole

October 22, 2013

CALL TO ORDER

Council Vice-Chair Bill Knutzen called the meeting to order at 6:31 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

COMMITTEE DISCUSSION

1. STRATEGY PLANNING DISCUSSION AND POSITIONS TO BE TAKEN REGARDING COLLECTIVE BARGAINING PER RCW 42.30.140(4)(a) (AB2013-018)

Attorney Present: None

Knutzen 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, he will step out of the meeting to make a public announcement.

Kremen moved to go into executive session until no later than 7:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair.

The motion carried by the following vote:
Ayes: Brenner, Knutzen, Mann, Kremen and Weimer (5)
Nays: None (0)
Absent: Kershner and Crawford (out of the room) (2)

At 7:00 p.m., Knutzen came out of the executive session and announced that the Committee of the Whole meeting will extend to no later than 7:15 p.m.

OTHER BUSINESS

ADJOURN

The meeting adjourned at 7:11 p.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

Bill Knutzen, Council Vice-Chair

Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 7:14 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:14:44 PM)

Present: Barbara Brenner, Ken Mann, Sam Crawford, Bill Knutzen, Kathy Kershner, Carl Weimer and Pete Kremen.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

Kershner announced there was a strategy planning discussion and positions to be taken regarding collective bargaining per RCW 42.30.140(4)(a) (AB2013-018) in executive session during the Committee of the Whole meeting.

MINUTES CONSENT

Knutzen moved to approve the Minutes Consent items.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

1. SURFACE WATER WORK SESSION FOR SEPTEMBER 17, 2013

2. REGULAR COUNTY COUNCIL FOR SEPTEMBER 24, 2013

3. COMMITTEE OF THE WHOLE FOR OCTOBER 8, 2013

4. REGULAR COUNTY COUNCIL FOR OCTOBER 8, 2013

OPEN SESSION
The following people spoke:

- Lloyd Zimmerman, Ferndale City Council Member, spoke about acknowledging and honoring the hard work of the County Councilmembers.
- Ross Marquardt spoke about violating the councilmember oath of office and undermining the State Growth Management Act.
- Richard Calef spoke about building setbacks and the cost of a variance.
- Greg Brown submitted and read from a handout (on file) about the discussion and possible action on an Economic Development Investment Program – EDI Board recommendation to modify guidelines to add single and multi-family home construction as an allowable use (AB2013-332).

CONSENT AGENDA

(7:27:06 PM)

Mann reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through seven.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

1. RESOLUTION ORDERING THE CANCELLATION OF WARRANTS MORE THAN A YEAR OLD (AB2013-336)

2. RESOLUTION ORDERING THE CANCELLATION OF ACCOUNTS RECEIVABLE MORE THAN A YEAR OLD (AB2013-337)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND THE CITY OF BELLINGHAM FOR EMERGENCY REPAIRS TO SUN COMMUNITY SERVICES HOUSE, IN THE AMOUNT OF $20,000 (AB2013-338)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN EMERGENCY SOLUTIONS GRANT AGREEMENT BETWEEN WHATCOM COUNTY AND WASHINGTON DEPARTMENT OF COMMERCE TO PROVIDE HOMELESSNESS PREVENTION ASSISTANCE, IN THE AMOUNT OF $160,207 (AB2013-339)

5. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A LEASE AGREEMENT BETWEEN WHATCOM COUNTY AND SUN COMMUNITY SERVICES FOR THE PROPERTY LOCATED AT 515 E. CHESTNUT STREET, BELLINGHAM, WA (AB2013-340)

6. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AWARD BID 13-74 FOR THE SUPPLY OF FIVE 2014 FORD UTILITY INTERCEPTOR AWD PURSUIT
VEHICLES TO THE SOLE RESPONSIVE BIDDER, DIEHL FORD, IN THE AMOUNT OF $187,353.74 (AB2013-341)

7. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO PURCHASE SIX 2013 CHEVROLET TAHOE ER&R REPLACEMENT VEHICLES FOR THE SHERIFF’S DEPARTMENT, IN THE AMOUNT OF $194,853.36 (AB2013-342)

OTHER ITEMS

1. ORDINANCE AMENDING THE WHATCOM COUNTY BUDGET, TWELFTH REQUEST, IN THE AMOUNT OF $1,488,730 (AB2013-326)

Mann reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

Brenner stated she is against item two of the request, which is the economic development investment (EDI) grant for the West Bakerview overpass project. They were told the improvements would improve the overpass, but they haven’t. Hotels and other development were being built. This doesn’t account for any future development that may locate there. They shouldn’t have to pay for it because it was worse than it was when the project began.

She is also against item four for the purchase of road oil, which is for all the chip seal the County does on the roads. Experts have told her the County uses chip seal too often in areas where it’s not needed, including a former County Councilmember who had also been an employee of the State Department of Transportation and a manager of a gravel pit. The Council doesn’t have a right to say where the chip seal is applied around the county. This is the only opportunity the Council has about this program. She doesn’t support it.

Mann stated the committee addressed Councilmember Brenner’s concerns. The EDI funds for the overpass project is a commitment the County entered into with other entities. The work has been done. It’s the County’s debt and it must be paid. The Public Works Committee will schedule a presentation on the chip seal program. For now, this amount is also about chip sealing products for other cities with which the County contracts.

The motion carried by the following vote:
Ayes: Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (6)
Nays: Brenner (1)

2. RESOLUTION AMENDING THE 2013 WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BUDGET, FOURTH REQUEST, IN THE AMOUNT OF $8,000 (AB2013-327)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Mann reported for the Finance and Administrative Services Committee and stated this item is held in committee.
Brenner stated the Joint Board seems to have disdain for the Planning Unit. She requested Public Works Department staff to present information on how much money is being spent on staff time to service the Joint Board. This is a very small amount. The fact that the Joint Board cut back funding by a one-third, before the Planning Unit even started, seems like they’re treating themselves and the Joint Board very differently than they’re treating the Planning Unit. Both of those organizations are valid and should get equal respect.

3. RESOLUTION APPROVING A SALARY SCHEDULE AND POLICIES FOR UNREPRESENTED WHATCOM COUNTY EMPLOYEES, EFFECTIVE JANUARY 1, 2014 (AB2013-334)

Mann reported for the Finance and Administrative Services Committee and moved to approve the resolution.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND PUGET SOUND PARTNERSHIP TO DEVELOP A SYSTEM-WIDE IMPROVEMENT FRAMEWORK (SWIF) TO ADDRESS DEFICIENCIES IDENTIFIED FOR THE NOOKSACK RIVER LEVEES BY THE US ARMY CORPS OF ENGINEERS, IN THE AMOUNT OF $300,000 (AB2013-335)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Mann reported for the Finance and Administrative Services Committee and moved to approve the request.

Brenner stated she supports this request. This is a starting place. At the end of this part, they don’t have to do anything except accept and process the information. She hopes the concerns may be for naught and they’ll get objective information.

Kershner stated she supports the request because the County spent a lot of money building the levees to protect the county from flooding. In the Pacific Northwest, there is evidence that trees on levees are beneficial to the strength of the levee. Nationally, the Army Corps of Engineers’ standard is to not insure levees with vegetation on them. This money will work out a solution to the conflict and remain in the Federal Emergency Management Act (FEMA) flood program.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

5. DISCUSSION AND POSSIBLE ACTION ON AN ECONOMIC DEVELOPMENT INVESTMENT PROGRAM – EDI BOARD RECOMMENDATION TO MODIFY
GUIDELINES TO ADD SINGLE AND MULTI-FAMILY HOME CONSTRUCTION AS AN ALLOWABLE USE (AB2013-332)

Mann reported for the Finance and Administrative Services Committee and moved to approve the policy change with a thorough review of the terms of the agreement.

Brenner stated she is concerned about issues brought up in a letter from John Harmon and David Stalheim about the median income. The associated costs still come out of the pockets of the taxpayers. This may be too broad for affordable housing. She would like to hold this item. The Council doesn't have any input on where housing goes or if it's appropriate. The people who need affordable housing should benefit. She moved to refer to the Public Works, Health, and Safety Committee.

Kremen stated he is in favor of referring to committee, but refer it to the Finance and Administrative Services Committee. It’s more appropriate and more staff attend the Finance Committee.

Brenner amended the motion and moved to refer to the Finance and Administrative Services Committee.

The motion to refer to committee carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

6. RESOLUTION APPROVING THE COLUMBIA VALLEY WATER DISTRICT'S 2013 WATER SYSTEM COMPREHENSIVE PLAN UPDATE (AB2013-114)

Brenner reported for the Public Works, Health, and Safety Committee and moved to approve the resolution.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

7. RESOLUTION TO CONSIDER VACATING A PORTION OF GLENDALE DRIVE PER RCW 58.17 & 36.87 AND WHATCOM COUNTY CODE 12.20 (AB2013-343)

Brenner reported for the Public Works, Health, and Safety Committee and moved to approve the resolution. There is a question of whether the County can still install a stormwater facility in the future if it vacates its right-of-way. She’s concerned about giving up rights-of-way that could be used for stormwater requirements.

Mann stated the citizens can already do on the property what they want to do, without going through the vacation process. They can save County resources and save these folks from having to pay an application fee by letting them know they can already do what they want.

Brenner stated residents can’t build anything permanent. She wants to know about installing a stormwater facility in the future if the residents build something permanent. Staff would prefer to move ahead so they can bring forward all the information.
Crawford stated a vacation is significant. He supports it based on what he sees in the paperwork. There will never be a road there. The staff should include the stormwater issue in their analysis. Let the process go forward. The applicants won’t get all the application fee back if the Council doesn’t approve this.

Brenner stated a right-of-way isn’t just for roads. It can be for stormwater, but they won’t know until they get the staff report.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

8. ORDINANCE AMENDING WHATCOM COUNTY CODE TITLE 20 ZONING, TO CORRECT ERRORS AND PROVIDE CLARIFICATION (AB2013-328)

Knutzen reported for the Planning and Development Committee and moved to adopt the ordinance.

Crawford stated he was on the committee that worked on this ordinance. It was a difficult process. Title 20 is difficult to work with overall. He acknowledges the hard work of Gary Davis from the Planning Department.

Brenner stated she also commends the Planning Commission for working on this.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

9. NOMINATION AND APPOINTMENT OF ONE COUNCILMEMBER TO SERVE AS THE WSAC LEGISLATIVE STEERING COMMITTEE DESIGNEE FOR 2014 (AB2012-358)

Kershner moved to nominate and appoint Councilmember Kremen.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

(Clerk’s Note: Discussion of this item continued under Other Business.)

10. RESOLUTION ESTABLISHING REGULAR WHATCOM COUNTY COUNCIL MEETING DATES FOR 2014 (AB2013-330)

Crawford moved to approve the resolution.

Brenner stated she is against the schedule. The Council should meet more often and on a regular schedule. It’s confusing for the public. She moved to amend to meet every week except for holidays.
The motion to amend failed by the following vote:

Ayes: Brenner (1)
Nays: Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (6)

**Brenner moved** to meet the first and third Tuesday or the second and fourth Tuesday of every month, except for holidays.

Kershner asked what the Clerk has to consider when creating the schedule.

Dana Brown-Davis, Clerk of the Council, stated she does not schedule meetings after a Monday holiday. She begins the year after the oath of office ceremony, which is set up in the Charter. She schedules around the National Association of Counties (NaCO) conference in March, election day, and the week of the Fourth of July.

Crawford stated the Charter says the Council must meet 22 times per year.

Brenner stated the Charter used to allow them to meet almost every week.

**Brenner amended her motion and moved** to amend to hold meetings on the first, second, and fourth Tuesday of the month.

Kershner stated the Council does meet almost every week because it has surface water work sessions and Board of Health meetings on alternate weeks.

Brenner stated those meetings are during the day when people are working. It’s good public policy to have more meetings when they are on a regular schedule.

The motion to amend failed by the following vote:

Ayes: Brenner (1)
Nays: Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (6)

The motion to approve the resolution as presented carried by the following vote:

Ayes: Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (6)
Nays: Brenner (1)

**INTRODUCTION ITEMS**

**Mann moved** to accept Introduction Items one through six, including a substitute for Introduction Item one.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

1. **RESOLUTION ADOPTING THE WHATCOM COUNTY 2014 ANNUAL ROAD CONSTRUCTION PROGRAM (AB2013-344)**
2. ORDINANCE ADOPTING COMPREHENSIVE PLAN AMENDMENTS RELATING TO
CAPITAL FACILITY PLANNING FOR SPECIAL PURPOSE DISTRICTS (AB2013-
345)

3. ORDINANCE AMENDING THE WHATCOM COUNTY BUDGET, THIRTEENTH
REQUEST, IN THE AMOUNT OF $18,974,579 (AB2013-346)

4. ORDINANCE AMENDING ORDINANCE NO. 2013-003 (SECOND AMENDMENT)
ESTABLISHING A PROJECT FUND FOR THE NEW JAIL PROJECT (AB2013-
347)

5. ORDINANCE ESTABLISHING THE STATE STREET BUILDING ACQUISITION
AND IMPROVEMENT FUND AND RELATED CAPITAL BUDGET APPROPRIATION
(AB2013-348)

6. ORDINANCE ESTABLISHING A CAPITAL BUDGET APPROPRIATION FOR
RENOVATION OF THE CIVIC CENTER BUILDING (AB2013-349)

OTHER BUSINESS

(8:00:52 PM)

DISCUSSION OF A PROPOSED RESOLUTION ADOPTING THE WHATCOM COUNTY
2014 ANNUAL ROAD CONSTRUCTION PROGRAM – DISCUSSION TO INCLUDE A
PRESENTATION ON THE BIRCH BAY DRIVE AND PEDESTRIAN FACILITY (AB2013-
344)

Brenner reported for the Public Works, Health, and Safety Committee and stated the
committee suggested the amendment to the Annual Road Construction Program to include
item 11 on the substitute.

(Clerk’s Note: Discussion continued after the next item of Other Business.)

NOMINATION AND APPOINTMENT OF ONE COUNCILMEMBER TO SERVE AS THE
WSAC LEGISLATIVE STEERING COMMITTEE DESIGNEE FOR 2014 (AB2012-358)

(Clerk’s Note: Discussion continued from earlier in the meeting.)

Crawford stated Councilmember Kremen is the right person to do an excellent job on
behalf of the County Council in this role. He hopes the Council will accommodate expense
reimbursement to cover expenses in 2014.

DISCUSSION OF A PROPOSED RESOLUTION ADOPTING THE WHATCOM COUNTY
2014 ANNUAL ROAD CONSTRUCTION PROGRAM – DISCUSSION TO INCLUDE A
PRESENTATION ON THE BIRCH BAY DRIVE AND PEDESTRIAN FACILITY (AB2013-
344)

(Clerk’s Note: Discussion continued from earlier in Other Business.)
Brenner reported again for the Public Works, Health, and Safety Committee and stated the committee suggested an amendment to the Annual Road Construction Program regarding an evaluation of the Slater Road connector.

REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS

(8:04:15 PM)

Brenner reported she attended the Planning Unit meeting last week. It was well done and the facilitators did a fine job.

Kremen reported the Washington State Association of Counties held a meeting regarding exempt wells, which included State, local, and tribal participation. He attended via a conference call due to budget constraints. He would be more effective by attending in person. The counties of this state are under siege. This is an issue important to every county in the state and to thousands of landowners. He and Councilmember Kershner talked to the County Executive today about legislative priorities for 2014. One of the two priority issues is exempt wells. He is committed to representing the County at the association.

Crawford asked the timeline of mailing out the November ballots. It seems to be taking longer this year to get the ballots.

Debbie Adelstein, Auditor, stated they were mailed on Friday. Now, the mail has to go through Seattle rather than through Everett. It takes a little bit longer.

Kremen reported that the second half of property taxes are due October 31.

ADJOURN

The meeting adjourned at 8:11 p.m.

The Council approved these minutes on _____________, 2013.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Kathy Kershner, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL 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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<td>10/11/2013</td>
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</tbody>
</table>

TITLE OF DOCUMENT: 2014 Annual Road Construction Program Resolution.

ATTACHMENTS:
1. Memo to County Executive and Council
2. Resolution
3. 2014 Annual Construction Program
4. Summary Sheets for Projects Funded in 2014

SEPA review required? ( ) Yes ( X ) No
SEPA review completed? ( ) Yes ( ) No
Should Clerk schedule a hearing? ( X ) Yes ( ) No
Requested Date: 11/12/2013

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.)

Resolution adopting the Whatcom County 2014 Annual Construction Program. The Annual Construction Program is an integral part of the County budget process and reflects the first year of the adopted 2014-2019 Six Year Road Capital Construction Program.

COMMITTEE ACTION:
10/22/2013: Discussed and committee suggested changes. Joe Rutan will provide an amended version for introduction tonight

COUNCIL ACTION:
10/22/2013: Substitute 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: 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: October 7, 2013

Re: 2014 Annual Construction Program

Requested Action:
Public Works Committee work session and introduction on October 22, 2013, followed by a Public Hearing and adoption on November 12, 2013.

Background and Purpose:
RCW 36.81.130 requires the adoption of the Annual Construction Program (ACP). Adoption of this program is an element of the County budget process.

This ACP is identical to the 1st year of the Six Year Transportation Improvement Program (STIP) approved on September 24, 2013.

Information:
A proposed resolution is enclosed for your consideration. In addition, each project that has funding available in 2014 has a project summary sheet for your review.

If you have questions or require additional information, please contact me at the number provided above.
RESOLUTION NO. __________

APPROVING THE WHATCOM COUNTY
2014 ANNUAL CONSTRUCTION PROGRAM

WHEREAS, pursuant to RCW 36.81.130, the Whatcom County Engineer did file with the Whatcom County Council a recommended plan for laying out, construction, maintenance and special maintenance of County roads for the fiscal year of 2014; and,

WHEREAS, the Whatcom County Council held a public meeting on the 24th day of September, 2013, and has considered the testimony given as well as the recommended plan; and,

WHEREAS, the Whatcom County Council had determined that said plan is necessary as nearly as practicable to the Whatcom County 2014-2019 Six-Year Transportation Program, approved by Resolution 2013-029 on September 24, 2013.

NOW, THEREFORE, BE IT RESOLVED that the 2014 Whatcom County Annual Construction Program is hereby approved as shown on the attachment hereto; and

BE IT FURTHER RESOLVED that no changes be made in the program without the unanimous vote of the Whatcom County Council; and

BE IT FINALLY RESOLVED that the 2014 Annual Construction Program be filed with the Director of Highways of the State of Washington.

APPROVED this _____ day of __________, 2013.

ATTEST: ________________________________ WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____________________________________
Dana Brown-Davis, Clerk of the Council

_____________________________________
Kathy Kershner, Chair of the Council

APPROVED AS TO FORM:

______________________________
Dan Gibson, Civil Deputy Prosecutor
## ANNUAL CONSTRUCTION PROGRAM FOR 2014

**TOTAL $'S**
- $13,710,000
- $1,798,221
- $775,000

**Line (C) must be smaller than Line (B)**

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<th>ITEM NUMBER</th>
<th>ROAD/PROJECT NAME AND LOCATION</th>
<th>(Miles)</th>
<th>PROJECT CATEGOR</th>
<th>FUNCTIONAL GROUP</th>
<th>WORK CODE</th>
<th>PROJECT NUMBER</th>
<th>ENVIRONMENTAL ASSESMENT</th>
<th>SOURCES OF FUNDS</th>
<th>COUNTY FUND</th>
<th>OTHER FUNDS</th>
<th>PRELIM &amp; ENGINEERING</th>
<th>CONSTRUCTION</th>
<th>COUNTY FORCES</th>
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</table>

**Notes:**
- CRP stands for Construction & Road Projects.
- Various safety improvements on rural roads.
- Pedestrian & non-motorized enhancements.
- Pavement rehabilitation & stormwater improvements.
- Various pedestrian improvements.
- Various safety improvements on rural roads.
- Various pedestrian improvements.
- Flood prevention & stream restoration.
- Replacement.
<table>
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<th>ITEM NUMBER</th>
<th>ROAD NO</th>
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<td>CRP #913006 North Lake Samish Road, Bridge No. 107</td>
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<td>CRP #913007 Hannegan Road/ Bridge No. 236</td>
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<td>21</td>
<td>38</td>
<td>CRP #910102 Refurbish / Upgrade of the Whatcom Chief</td>
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<td>CRP #914004 Ferry Dock Improvements</td>
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<td>23</td>
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<td>CRP #914005 Various Bridges Rehabilitation/Replacement Various locations</td>
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<td>CRP #914006 Right of Way Acquisition Various locations</td>
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<td>CRP #914007 Unanticipated Site Improvements As prioritized</td>
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<td>CRP #913014 Roadway Frost Depth Detectors Various locations</td>
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<td>CRP #914010 Railroad Crossing Improvements</td>
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<td>CRP #914011 Neighborhood Traffic Calming Various locations</td>
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### SOURCES OF FUNDS

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<td>R95.20</td>
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### ESTIMATED EXPENDITURES - DOLLARS

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<th>ENGRING</th>
<th>RIGHT OF WAY</th>
<th>CONSTRUCTION</th>
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<td>7,322,000</td>
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### GRAND TOTAL 95D

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<td>18,102,000</td>
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</table>
Construction Funding Year(s): 2014 / 2015

Project Narrative:
This project is located south of Blaine and west of I-5, in Section 22, T40N, R1E. Proposed improvements include signalization, channelization and illumination of the intersection with minor changes to the vertical and horizontal alignment. Stormwater treatment and detention will also be implemented into this project. This project is listed #1 on the 2014-2019 Six-Year Transportation Improvement Program.

Project Status:
The Preliminary Engineering has been completed and all ROW has been acquired. Construction is planned to be in two phases with working days in late summer 2013 and spring 2014.

<table>
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<th>Total Estimated Project Cost:</th>
<th>$4,300,000</th>
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<th>Funding Sources:</th>
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<td>State</td>
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<td>Local</td>
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<table>
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<tr>
<th>Environmental Permitting</th>
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<td>SEPA, Corps of Engrs, CLR/CAO, HPA</td>
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<th>Right-of-Way Acquisition (Estimate)</th>
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<th>County Forces (Estimate)</th>
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<tr>
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</table>
Rural Road Safety Program
CRP #911017

Construction Funding Year(s): 2013 / 2014

Project Narrative:
In 2011 the County received a total of $1,325,000 in Federal Grant funds to address county-wide road safety improvement in two (2) distinct areas – intersection safety and run-off-the-road crashes. The main elements of the program focus on the installation of centerline and edge rumble strips, bridge freeze indicators, bridge approach guardrail improvements and selected intersection upgrades. The type and locations of the federally approved modifications are detailed below. This project is listed #2 on the 2014-2019 Six-Year Transportation Improvement Program.

Project Status:
Design, Permitting, Right-of-Way (if needed) and Construction to be finalized in 2014.

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<th>Total Estimated Project Cost:</th>
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<th>Environmental Permitting</th>
<th>ECS, BA, SEPA, CLR/CAO, Corps of Engrs</th>
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<td>County Forces (Estimate)</td>
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Project Elements

Shoulder & centerline rumble strips with new centerline paint and recessed pavement markers
- Hannegan Rd – 4.8 Miles – Hemmi Road to Polinder Road
- Birch Bay-Lynden Rd – 10.3 Miles – SR 548 (Blaine Rd) to Lynden city limits
- Smith Rd (west & east) - 10.5 Miles - Waschke Rd to SR 542 (Mt. Baker Hwy)
- Everson-Goshen Rd - 6.08 Miles - SR 542 (Mt. Baker Hwy) to SR 544 (Pole Rd)
- Slater Road - 6.2 Miles – Lk Terrell Road to the BNSF Railroad crossing (near Interstate 5)

Estimated Costs: $288,000

Bridge Freeze Indicators
- 22 bridge approaches and 4 road locations (Lake Whatcom Blvd, Hannegan, Birch Bay-Lynden, Slater, Hampton, Mosquito Lake Marine Drive, Everson-Goshen, Loomis Trail, Portal Way, Rock, West Badger, South Pass, N. Telegraph, North Pass, Rathbone)

Estimated Costs: $51,000

Guardrail Upgrades
- 8 bridge approaches and 4 road sites (Aldrich, W. Laurel, Kickerville, Northwood, Goodwin, Pangborn, Ten Mile (2), Stadsvoold, Lake Louise, Lake Whatcom Blvd, Hannegan/Laurel)

Estimated Costs: $513,800

Intersection Improvements
- West Smith Rd / Aldrich Rd - left turn lanes
- Birch Bay-Lynden Rd / Berthusen Rd - signage updates and additions

Estimated Costs: $451,200

Estimated Costs: $10,000

Total Estimated Project Cost: $1,314,000

409
Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s): 2016 / 2017

Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety while improving non-motorized mobility. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed #3 on the 2014-2019 Six-Year Transportation Improvement Program.

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

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

Right-of-Way Acquisition (Estimate): TBD

County Forces (Estimate): N/A
Lake Whatcom Boulevard
Pavement Rehabilitation and Stormwater Improvements
CRP #913002

Construction Funding Year(s): 2017/2018

Project Narrative:
This project is located approximately 1 mile east of Bellingham, in Sections 35 and 36, T38N, R3E. The work will involve stormwater and roadway improvements to a 1.6 mile section of Lk Whatcom Blvd between Cable Street and Strawberry Point, including: addressing stormwater quality issues, pavement rehabilitation down to subgrade, upgrades to pavement markings and signage. This project is listed #4 on the 2014-2019 Six-Year Transportation Improvement Program.

Project Status:
Survey work with associated base map and R/W research will begin in 2014. Preliminary design will be initiated to evaluate R/W needs, permit requirements and overall project costs. Construction time frame will be contingent on addressing funding needs along with resolution of permitting and R/W issues.

| Total Estimated Project Cost: | $6,000,000 |
| Expenditures to Date:          | $0         |

Funding Sources:
- Federal: $0
- State: $0
- Local: $6,000,000 (Grant funding will be sought)

Environmental Permitting
- SEPA, CLR/CAO, Shorelines

Right-of-Way Acquisition (Estimate)
- To Be Determined

County Forces (Estimate)
- $50,000
Slater Road and Northwest Drive
CRP # 914001

Construction Funding Year(s): TBD

Project Narrative:
The intersection of Slater and Northwest Roads is in Section 2 of T38N, R2E. This three legged intersection currently experiences delays due to the lack of channelization and stop control for left-turn movements. The first phase of this project is to analyze a range of solutions as well as their associated benefits, limitations and costs. This project is listed #5 on the 2014-2019 Six-Year Transportation Improvement Program.

Project Status:
Traffic counts and warrants completed. Alternatives analysis in 2014. Design, permitting, R/W and construction time frames would be contingent on alternative(s) chosen.

| Total Estimated Project Cost: | $ Unknown |
| Expenditures to Date: | $0 |

Funding Sources:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Federal</td>
<td>$0</td>
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<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$50,000 (STIP 2014)</td>
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</table>

Environmental Permitting
ECS, BA, SEPA, CLR/CAO, Corps of Engrs

Right-of-Way Acquisition (Estimate) 
TBD

County Forces (Estimate) N/A
Lummi View Drive Bank Stabilization
CRP # 908001

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Section 2, T37N, R1E. This project is listed #6 on the 2014-2019 Six-Year Transportation Improvement Program. This project will consist of repair and stabilization of a ocean bluff failure that threatens a section of Lummi View Drive.

Project Status: Survey and preliminary cost scoping to be performed in 2014.

Total Estimated Project Cost: $ Unknown
Expenditures to Date: $

Funding Sources:
- Federal $0
- State $
- Local $10,000 (STIP 2014)

Environmental Permitting: SEPA, CLR/CAO
Right-of-Way Acquisition (Estimate): To Be Determined
County Forces (Estimate): To Be Determined
Gooseberry Point Pedestrian Project
CRP #912017

Construction Funding Year(s): 2014

Project Narrative:
The Gooseberry Point Pedestrian Project is located in Section 2, T37N, R1E and Section 34, T38N, R1E. This work, in fulfillment of the ferry lease obligation, involves the construction of pedestrian facilities such as sidewalks, separated paths, and/or shared-use shoulders, in addition to other non-motorized improvements. This project is listed #8 on the 2014-2019 Six-Year Transportation improvement Program.

Project Status:
Survey work has begun and selection of an engineering consultant for Alternatives Analysis & preliminary plans completed. Projects funds will be available for expenditure when funds of equal or greater value are matched by the Lummi Nation.

Total Estimated Project Cost: $4,000,000
Expenditures to Date: $0

Funding Sources:

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Environmental Permitting: N/A
Right-of-Way Acquisition (Estimate): N/A
County Forces (Estimate): N/A
Point Roberts Transportation Improvements
CRP # 910002

Construction Funding Year(s): 2014 / 2015

Project Narrative:
Point Roberts is located in T40N and T41N, R3W. The proposed improvements would be specific to area needs and the development of a project to be funded by the Pt. Roberts Transportation Benefit District. This project is listed #9 on the 2014-2019 Six-Year Transportation Improvement Program.

Project Status:
The Point Roberts Transportation Benefit District Advisory Committee has requested improvements to the shoulder of Gulf Road to provide non-motorized access between Lighthouse Park and Tyee Drive. Project scope and engineering in 2014, with construction in 2014 and 2015.

| Total Estimated Project Cost: | $300,000 |
| Expenditures to Date:         | $0       |

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<tbody>
<tr>
<td>Federal</td>
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<td>State</td>
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<td>$0</td>
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<td>Local</td>
</tr>
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<td>$300,000 (STIP 2014)</td>
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</table>

Environmental Permitting To Be Determined
Right-of-Way Acquisition (Estimate) To Be Determined
County Forces (Estimate) To Be Determined
Slater Road Intersections
CRP # 910003

Construction Funding Year(s): 2015

Project Narrative:
This Slater Road project is located between Imhoff Road and Ferndale Road in Sections 31 and 32 of T39N, R2E. The work involves the additions of turn lanes on Slater Road at Imhoff and Ferndale Roads, as well as widening the half mile roadway section to current standards between the intersections. This project is listed #11 on the 2014-2019 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting and R/W to begin in 2014 with construction to be completed in 2015.

| Total Estimated Project Cost: | $2,740,000 |
| Expenditures to Date: | $0 |

Funding Sources:
- Federal: $1,120,000 (STP)
- State: $0
- Local: $1,620,000

Environmental Permitting: ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate): $200,000
County Forces (Estimate): N/A
East Smith Road & Hannegan Road
CRP # 914002

Construction Funding Year(s): TBD

Project Narrative:
The intersection of East Smith and Hanegan Roads is located in Sections 28, 29, 32 and 33, T39N, R3E. This project is listed #12 on the 2014-2019 Six-Year Transportation Improvement Program. This intersection currently experiences delays due to the lack of left-turn channelization on Smith Road. The first phase of this project is to analyze a range of solutions as well as their associated benefits, limitations, and costs.

Project Status:
Traffic counts and warrants completed. Alternatives analysis in 2014. Design, permitting, RW, and construction time frames would be contingent on alternative(s) chosen

| Total Estimated Project Cost: | $ Unknown |
| Expenditures to Date: | $0 |

Funding Sources:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<tr>
<td>State</td>
<td>$</td>
</tr>
<tr>
<td>Local</td>
<td>$50,000 (STIP 2014)</td>
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</tbody>
</table>

Environmental Permitting: SEPA, ESA
Right-of-Way Acquisition (Estimate): N/A
County Forces (Estimate): N/A
Larrabee Road Flood Prevention – Flood Prevention and Stream Restoration
CRP # 914003

Construction Funding Year(s): 2014

Project Narrative:
This project is located near the Bellingham city limits in Section 11, T38N, R2E. This is a project to provide fish passage, restore habitat, and reduce chronic flooding along a tributary to Bear Creek. This project is listed #22 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
Project site is monitored routinely. Project scoping and design scheduled to begin in 2014 pending results of the ongoing monitoring program.

Total Estimated Project Cost: TBD
Expenditures to Date: $ 0

Funding Sources:
Federal $ 
State $ 
Local $50,000 (STIP 2014)

Environmental Permitting: To be determined
Right-of-Way Acquisition (Estimate): To be determined
County Forces (Estimate): To be determined
Potter Road - South Fork Bridge No. 148 Replacement
CRP #998027

Construction Funding Year(s): 2013 / 2014

Project Narrative:
This bridge replacement project is located in Sections 17 & 18, T38N, R5E. The existing single-lane bridge (14.5' wide & 243' in length) is Structurally Deficient and Functionally Obsolete. The replacement structure is a 360' two-span, pre-stressed and post-tensioned concrete girder bridge. Access will be maintained throughout construction as this is the only public access to the residential, agricultural and tribal community west of the river. The project is listed #23 on the 2014-2019 Six-Year Transportation Improvement Program.

Project Status:
Design and construction funds have been secured. Final design phase is at 85% complete. The Nooksack Tribe has agreed to submit for $1 - 1.5 million in additional BIA construction funds, which would lower the required Local Fund match if secured. Construction is proposed to start in 2013 depending on permitting and right-of-way acquisition. The construction duration is estimated at 2 + years due to fish windows and size of the project.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $9,600,000</th>
<th>Funding Sources:</th>
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<tr>
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<td>Federal $7,700,000 BRAC</td>
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<td>State $0</td>
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<td>Local $1,900,000</td>
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</table>

Environmental Permitting | BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR
Right-of-Way Acquisition (Estimate) | $100,000
County Forces (Estimate) | N/A
Mosquito Lake Road / Canyon Creek Bridge No. 334 Rehabilitation
CRP # - 913004

Construction Funding Year(s): TBD

Project Narrative:
This project is located on Mosquito Lake Road at Canyon Creek in Section 27, T39N, R5E. This is a rehabilitation and sediment management project to reduce chronic flooding and debris accumulation at Bridge No. 334. The project is listed #24 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
Final sediment transport study completed in May 2012. Conceptual design and alternative analysis ongoing.

Total Estimated Project Cost: TBD  
Expenditures to Date: $30,000

Funding Sources:
Federal $0  
State $0  
Local $50,000 (STIP 2014)

Environmental Permitting: HPA, SEPA
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): N/A
Slater Road / Nooksack River Bridge No. 512 Painting
CRP # - 913005

Construction Funding Year(s): 2015

Project Narrative:
This project is located on Slater Road at the Nooksack River in Section 6, T38N, R2E. This is a painting project to sandblast and repaint the 1957 steel truss bridge. In addition, the potential of an over-height vehicle detection and warning system will be analyzed. Additional funding may be sought for its installation. The project is listed #25 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
The project was awarded BRAC funding in 2013. Construction scheduled to begin in 2015.

| Total Estimated Project Cost: | $1,810,000 |
| Expenditures to Date:        | $0         |

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<tr>
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</table>

Environmental Permitting       HPA, NEPA, County Shorelines
Right-of-Way Acquisition (Estimate) None Required
County Forces (Estimate) N/A
Hannegan Road / Nooksack River - Bridge No. 252 Scour Mitigation
CRP #911002

Construction Funding Year(s): 2015

Project Narrative:
This project is located just south of the Lynden city limits in Section 20, T40N, R3E. This is a rehabilitation project to mitigate scour on the existing bridge. This project is listed #27 on the 2014-2019 Six Year Transportation Program.

Project Status:

| Total Estimated Project Cost: | $274,000 |
| Expenditures to Date: | $40,000 |

Funding Sources:
<table>
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<tr>
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<td>Federal</td>
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</table>

Environmental Permitting
HPA, SEPA, SEC 404, NEPA, County Shorelines

Right-of-Way Acquisition (Estimate)
None Required

County Forces (Estimate)
None
South Pass Road / Saar Creek - Bridge No. 212 Replacement
CRP #911004

Construction Funding Year(s): 2014

Project Narrative:
This project is located southeast of Sumas in Section 17, T40N, R5E. This is a project to replace the existing 31 foot bridge with a 40 foot voided slab bridge. This project is listed #28 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
To be completed by County Forces in 2014.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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<tbody>
<tr>
<td>$250,000</td>
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<td>Expenditures to Date:</td>
<td>State $</td>
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<td>- 0 -</td>
<td>Local $250,000</td>
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<td>(STIP 2014)</td>
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</table>

Environmental Permitting     HPA, SEPA, SEC 404, County Shorelines
Right-of-Way Acquisition (Estimate) None Required
County Forces (Estimate) $120,000
Portal Way / Dakota Creek - Bridge No. 500 Seismic Retrofit
CRP #910001

Construction Funding Year(s): 2014

Project Narrative:
This project is located south of Blaine in Section B, T40N, R1E. This is a seismic retrofit project to mitigate the risk of failure in the event of a seismic event. This project is listed #29 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
Design is complete. BRAC funding acquired. Permitting is ongoing. Construction scheduled for 2014.

Total Estimated Project Cost: $3,000,000
Expenditures to Date: $300,000

Funding Sources:
Federal $2,800,000
State $0
Local $200,000

Environmental Permitting: HPA, SEPA, SEC 404, NEPA, County Shorelines
Right-of-Way Acquisition (Estimate): None Required
County Forces (Estimate): None
Whatcom County Public Works
Project Narrative

N. Lake Samish Road / Lake Samish - Bridge No. 107 Rehabilitation
CRP # 913006

Construction Funding Year(s): TBD

Project Narrative:
This project is located on Lake Samish in Section 27, T37N, R3E. This is a project to rehabilitate the deteriorating timber deck on the existing 250-foot bridge. This project is listed #33 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
Project will be submitted for funding during the next BRAC grant cycle (estimated 2014)

| Total Estimated Project Cost: | TBD |
| Expenditures to Date: | $0 |

| Funding Sources: |
| Federal | $0 |
| State | $0 |
| Local | $50,000 (STIP 2014) |

Environmental Permitting: To be determined
Right-of-Way Acquisition (Estimate): None required
County Forces (Estimate): To be determined
Project Narrative:
This project is located on Hannegan Road between Central and Ten Mile Roads in Section 16, T39N, R3E. This is a project to replace the last 31-foot channel beam bridge on the Hannegan Road. This old design is not suited for the volume of truck traffic present on the Hannegan Road. This project is listed #34 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
Project design will be completed in 2013. Construction funding will be sought once the design is complete.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

<table>
<thead>
<tr>
<th>Funding Sources</th>
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<tbody>
<tr>
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</table>

Environmental Permitting To be determined
Right-of-Way Acquisition (Estimate) None required
County Forces (Estimate) None

426
Refurbish / Upgrade of the Whatcom Chief
CRP #910012

Construction Funding Year(s): TBD

Project Narrative:
This project involves the upgrade and preservation of the current ferry to Lummi Island, M/V Whatcom Chief. The project definition will address safety, accessibility and reliability concerns associated with the approximately 50 year old ferry. This project is listed #38 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
Opportunities for project funding will be reviewed as they become available.

<table>
<thead>
<tr>
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<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td></td>
<td>Local $10,000 (STIP 2014-2015)</td>
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</tbody>
</table>

Environmental Permitting: None Required
Right-of-Way Acquisition (Estimate): None Required
County Forces (Estimate): N/A

M/V Whatcom Chief
# Ferry Dock Improvements
## CRP #914004

**Construction Funding Year(s):** 2014 - 2019

**Project Narrative:**
This project includes improvements to the ferry docks. This project is listed #39 on the 2014-2019 Six Year Transportation Improvement Program.

**Project Status:**
Design, permitting, and construction activities are ongoing.

<table>
<thead>
<tr>
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<tbody>
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<td>Expenditures to Date:</td>
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<table>
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<tr>
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<table>
<thead>
<tr>
<th>Environmental Permitting</th>
<th>HPA, SEPA, CORPS 404, COUNTY SHORELINES</th>
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<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
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<tr>
<td>County Forces (Estimate)</td>
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</table>

![Map of Ferry Dock Improvements]

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428
Various Bridges Rehabilitation / Replacement
CRP #914005

Construction Funding Year(s): 2014 - 2019

Project Narrative:
This item provides funding to address unanticipated bridge rehabilitation and/or replacement. It is listed #41 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
Design and construction to occur as necessary.

<table>
<thead>
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<td>Federal $</td>
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<tr>
<td></td>
<td>State $</td>
</tr>
<tr>
<td></td>
<td>Local $1,200,000 (STIP 2014-2019)</td>
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</table>

Environmental Permitting: To Be Determined
Right-of-Way Acquisition (Estimate): To Be Determined
County Forces (Estimate): To Be Determined

Due to the nature of this item, no map exists. Council review and prioritization will be sought at the appropriate times.
Right of Way Acquisition
CRP # 914006

Construction Funding Year(s): 2014-2019

**Project Narrative:**
This item addresses the unanticipated need for Right-of-Way that may arise during a given year that requires immediate action. This project is listed #44 on the 2014-2019 Six Year Transportation Improvement Program.

**Project Status:**
N/A

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $120,000 / Yr</th>
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</table>

<table>
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<tr>
<td>$120,000/year (STIP 2014 - 2019)</td>
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</table>

<table>
<thead>
<tr>
<th>Environmental Permitting</th>
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</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>To Be Determined</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
## Unanticipated Site Improvements
**CRP # 914007**

**Construction Funding Year(s):** 2014

**Project Narrative:**
This Annual Construction Program item addresses the unanticipated project(s) that may arise during a given year that require immediate action due to safety concerns, environmental factors, traffic volumes, accident history, funding or grant availability and other issues not related to an existing program project. This project is listed #45 on the 2014-2019 Six Year Transportation Improvement Program.

**Project Status:**
Design and construction will be completed in 2014.

<table>
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<tr>
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</tr>
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<td>Local $1,800,000 (STIP 2014 thru 2019)</td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
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</tr>
<tr>
<td>County Forces (Estimate)</td>
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</tr>
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</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Roadway Frost Depth Detectors  
CRP # 913014

Construction Funding Year(s): 2014 - 2015

Project Narrative:  
This item provides funding to address replacement of the County’s aging network of roadway frost depth detectors. These detectors are critical for implementing appropriate roadway restrictions to prevent structural damage following periods of deep frost. It is listed #46 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:  
Design and construction to occur in 2014 - 2015.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
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<td>Federal $</td>
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<td>Local $100,000 (STIP 2014-2015)</td>
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</table>

Environmental Permitting | To Be Determined |
Right-of-Way Acquisition (Estimate) | To Be Determined |
County Forces (Estimate) | To Be Determined |

Due to the nature of this item, no map exists. Location of the new roadway frost depth detectors will be determined in 2014.
# Stormwater Quality Improvements

**CRP # 914008**

## Construction Funding Year(s):
2015

## Project Narrative:
This project varies in location. Identification and prioritization to be addressed and reviewed through County Council. This project is listed #47 on the 2014-2019 Six Year Transportation Improvement Program.

## Project Status:
Design and construction will be completed in 2015.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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</thead>
<tbody>
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<td>Expenditures to Date:</td>
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## Funding Sources:

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<tr>
<td>State</td>
<td>$0</td>
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<tr>
<td>Local</td>
<td>$500,000 (STIP 2014-2019)</td>
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<table>
<thead>
<tr>
<th>Environmental Permitting</th>
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<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
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<tr>
<td>County Forces (Estimate)</td>
<td>To Be Determined</td>
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</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
## Non-motorized Transportation Improvements
**CRP # 914009**

### Construction Funding Year(s):
2014

### Project Narrative:
This program item addresses the need to identify and prioritize non-motorized projects for future consideration. Projects would include pedestrian and bike facilities (e.g. sidewalks, trails, shoulder widening) in various locations around the county. This project is listed #48 on the 2014-2019 Six Year Transportation Improvement Program.

### Project Status:
Design and construction will be completed in 2014.

### Total Estimated Project Cost:
$600,000

### Expenditures to Date:
- Federal: $0
- State: $0
- Local: $600,000 (STIP 2014 - 2019)

### Funding Sources:

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### Environmental Permitting
To Be Determined

### Right-of-Way Acquisition (Estimate)
To Be Determined

### County Forces (Estimate)
To Be Determined

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
### Railroad Crossing Improvements
**CRP # 914010**

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<th>Construction Funding Year(s):</th>
<th>2014</th>
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**Project Narrative:**
Locations to be determined. Identification and prioritization to be addressed. This project is listed #50 on the 2014-2019 Six Year Transportation Improvement Program.

**Project Status:**
Design and construction will be completed in 2014.

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Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Neighborhood Traffic Calming
CRP # 914011

Construction Funding Year(s): 2014

Project Narrative:
Locations to be determined. Identification and prioritization to be addressed. This project is listed #51 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
Design and construction will be in 2014.

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<td>County Forces (Estimate)</td>
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Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
RESOLUTION NO.13-08-19-B

A RESOLUTION OF THE FERNDALE CITY COUNCIL URGING THE PORT OF BELLINGHAM PORT COMMISSION TO INCLUDE THE CONNECTION OF KOPE ROAD IN FERNDALE SOUTH TO MITCHELL WAY IN THE AIRPORT MASTER PLAN UPDATE

WHEREAS, the mission of the Port of Bellingham is to “fulfill the essential transportation and economic development needs of the region while providing leadership in maintaining greater Whatcom County’s overall economic vitality through the development of comprehensive facilities, programs, and services”; and

WHEREAS, the Port has publicly pledged to “work cooperatively with other entities, within the framework of community standards, and to be a responsible trustee of our publicly owned assets”; and

WHEREAS, the City of Ferndale has designated an area of Slater Road within its southernmost boundaries as a crucial target for future large-scale commercial development; and

WHEREAS, Kope Road in Ferndale stretches south and nearly connects to Mitchell Way at the Bellingham International Airport; and

WHEREAS, an additional connection to Ferndale from the Bellingham International Airport would increase access to this countywide facility for our community, enhance the City’s quality of life and economic development strategy; and

WHEREAS, the Port of Bellingham is currently undertaking an update to the Airport Master Plan; and

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF FERNDALE DO RESOLVE:

The Ferndale City Council respectfully urges the Port Commission to include in the Port of Bellingham Airport Master Plan update a planned connection of Kope Road in Ferndale south to Mitchell Way at the airport, and that this project would be a major boost to Ferndale’s quality of life and economic development strategy.
APPROVED AND ADOPTED by the City Council of the City of Ferndale in regular session this 19th day of August, 2013.

ATTEST:

[Signature]
Gary S. Jensen, MAYOR

[Signature]
Sam Taylor, CITY CLERK
RESOLUTION NO. 13-08-19-C

A RESOLUTION OF THE FERNDALE CITY COUNCIL URGING THE WHATCOM COUNTY COUNCIL TO INCLUDE WITHIN ITS 6-YEAR TRANSPORTATION IMPROVEMENT PROGRAM THE CONNECTION OF SLATER ROAD AND THE GUIDE MERIDIAN

WHEREAS, Slater Road is a major Whatcom County arterial that includes access via interchange to Interstate 5; and

WHEREAS, while improvements to Guide Meridian have helped the flow of traffic immensely, the continued traffic south of the Kline/Kelly roads intersection with the Guide has increased. A connector to the west from the Guide to Slater Road would provide a solution to this issue; and

WHEREAS, the City of Ferndale has urged the Port of Bellingham Port Commission to add to its Airport Master Plan update the connection of Kope Road in Ferndale to Mitchell Way at the airport, providing a much-needed access to the airport from Ferndale, which will also reduce congestion at the Bakerview Road I-5 interchange; and

WHEREAS, the City of Ferndale has designated its southernmost boundary as a major area for economic development around Slater Road; and

WHEREAS, the economic vitality of Ferndale and all of the county north of Bellingham will greatly benefit from the support of Whatcom County through the planning of a connection from Slater Road to Guide Meridian; and

WHEREAS, in the past the County Council has included in the County’s 6-Year Transportation Improvement Program this very project, perhaps multiple times, though it has since been removed;

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF FERNDALE DO RESOLVE:

The Ferndale City Council respectfully urges the Whatcom County Council to place on its 6-Year Transportation Improvement Program a connector project for Slater Road to Guide Meridian, which will enhance the economic vitality of Ferndale and all of the north county, reduce congestion on Guide Meridian and at the Bakerview Road I-5 interchange in Bellingham.
APPROVED AND ADOPTED by the City Council of the City of Ferndale in regular session this 19th day of August, 2013.

ATTEST:

Gary S. Jensen, MAYOR

Sam Taylor, CITY CLERK
# WHATCOM COUNTY COUNCIL AGENDA BILL

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## TITLE OF DOCUMENT:
Joint Resolution Supporting WSAC Fiscal Sustainability Initiative

## ATTACHMENTS:
Proposed resolution

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

| SEPA review required? ( ) 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.)*

At the last Legislative Steering Committee meeting, several members expressed an interest in adopting a resolution endorsing the Fiscal Sustainability Initiative. Such resolutions will be helpful to the effort. Once approved, a copy will be forwarded to WSAC (Washington State Association of Counties).

## 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.
RESOLUTION NO. ______

JOINT RESOLUTION OF THE WHATCOM COUNTY COUNCIL AND THE COUNTY EXECUTIVE SUPPORTING THE WASHINGTON STATE ASSOCIATION OF COUNTIES (WSAC) FISCAL SUSTAINABILITY INITIATIVE

WHEREAS, county governments across the State of Washington are facing a financial and service delivery crisis; and

WHEREAS, the cost of providing essential public services is outpacing the growth of revenue, leaving counties with few options other than cutting services to the public; and

WHEREAS, under the Constitution and laws for the State of Washington, many state programs are administered and carried out by counties for residents of both incorporated and unincorporated areas including; administering and operating civil and criminal justice systems; running elections; assessing and collecting property taxes to support schools, cities, fire districts and other functions in addition to county operations; developing plans including Growth Management and Shoreline Management plans; delivering public health services as well as programs for the mentally ill, developmentally disabled; and addressing the need for low-income housing; and

WHEREAS, counties also provide primary government services for residents of unincorporated areas including law enforcement, transportation (both roads and transit), land use and zoning, parks, animal control, stormwater control; and

WHEREAS, unlike states and cities, counties are financed primarily by two sources of revenue: property taxes and sales and use taxes. However, property tax growth is capped 1% plus the value of new construction, and sales tax collections have become increasingly challenging with the Growth Management Act allowing cities to annex large tax-paying businesses into their jurisdictions; and

WHEREAS, in addition to revenue limitations, counties are challenged with a host of regulatory requirements that are increasingly complex and expensive, expanding liability costs, and increasing employment costs, regardless of a county’s ability to pay; and

WHEREAS, WSAC launched its Fiscal Sustainability Initiative in an effort to educate lawmakers about the services counties provide, advance new revenue generation and cost containment options to improve the fiscal health of county governments, and to advance legislation in support of those options.

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council and
the Whatcom County Executive hereby express support for the Washington State Association of Counties Fiscal Sustainability Initiative, and a willingness to work with WSAC and other county officials across the state to advance the initiative.

APPROVED this _____day of November 2013.

_________________________   __________________________
Kathy Kershner, Council Chair   Jack Louws, County Executive

ATTEST:

_________________________
Dana Brown-Davis, Clerk of the Council

APPROVED AS TO FORM:

_________________________
Civil Deputy Prosecutor
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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Agenda Date: 11/12/2013
Assigned to: Council

TITLE OF DOCUMENT:
Approval of “standing” council meetings for 2014

ATTACHMENTS:

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
Approval of "standing" County Council meetings for 2014 - Health Board and Surface Water Work Session dates.

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.

444
WHATCOM COUNTY COUNCIL

SPECIAL “STANDING” COUNCIL MEETINGS FOR 2014
(OFFICIAL ACTION MAY BE TAKEN AT THESE MEETINGS)

HEALTH BOARD
10:30 A.M., WHATCOM COUNTY COUNCIL CHAMBERS, 311 GRAND AVENUE

FEBRUARY 4, 2014
APRIL 15, 2014
JULY 29, 2014
OCTOBER 7, 2014

SURFACE WATER WORK SESSIONS
10:30 A.M., CIVIC CENTER BUILDING GARDEN ROOM, 322 N. COMMERCIAL ST.

JANUARY 21, 2014
FEBRUARY 18, 2014
MARCH 18, 2014
APRIL 29, 2014
MAY 13, 2014
JUNE 24, 2014
JULY 15, 2014
SEPTEMBER 23, 2014
OCTOBER 21, 2014
NOVEMBER 18, 2014
# WHATCOM COUNTY COUNCIL AGENDA BILL

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**TITLE OF DOCUMENT:** Appointment to the Whatcom County Behavioral Health Advisory Board

**ATTACHMENTS:** Memorandum dated 9/9/13 from Health Department; Application

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

County Executive Jack Louws recommends the confirmation of his appointment of Rachel Cox to the Behavioral Health Advisory Board.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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Memorandum

TO: JACK LOUWS

FROM: ANNE DEACON

DATE: September 9, 2013

RE: Behavioral Health Advisory Board Applicant

The Whatcom County Behavioral Health Advisory Board recently reviewed an application, for board membership, from Rachel Cox. If appointed, Rachel would fill the final vacancy of the board.

Each member of the board supported Rachel for appointment to the board. Rachel offers experience and education in the field of chemical dependency, but also brings practical decision-making and passion to the topic. Please let me know if you have any questions or would like more information. Thanks.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: RACHEL COX ___________________________ Date: 8/16/13
Street Address: 2217 D STREET ___________________________
City: BELLINGHAM ___________________________ Zip Code: 98225
Mailing Address (if different from street address): SAME
Day Telephone: 360-920-1328 Evening Telephone: SAME Cell Phone: SAME
E-mail address: rach3130@yahoo.com

1. Name of board or committee-please see reverse: SUBSTANCE ABUSE ADVISORY BOARD
2. You must specify which position you are applying for. Please refer to vacancy list.
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.)  yes ( ) no
4. Which Council district do you live in? One ( ) Two ( ) Three
5. Are you a US citizen? yes ( ) no
6. Are you registered to vote in Whatcom County? yes ( ) no
7. Have you ever been a member of this Board/Commission? yes ( ) no
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? yes ( ) no
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
2006-2013 Owner, Advanced Choices - Substance Abuse Outpatient Treatment provider and Contractor with Whatcom County. I have participated in various professional discussion groups and a member of the Transforming Healthcare Task force for Whatcom County. Helped organize “Recovery Day” in Whatcom County in 2011 and have been a member of your recovery community since 2001.
10. Please describe why you’re interested in serving on this board or commission: I have a strong desire to continue my contributions to our community and stay connected.

References (please include daytime telephone number):

DAN JEFFERSON, MSW Work: (503) 310-7712, Cell: (360) 510-4842

Signature of applicant: RACHEL COX

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**

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**TITLE OF DOCUMENT:**
Resolution approving the Samish Water District Comprehensive Sewer Plan

**ATTACHMENTS:**

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<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

**COMMITTEE 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](http://www.co.whatcom.wa.us/council).
RESOLUTION NO. ______

APPROVING THE SAMISH WATER DISTRICT
COMPREHENSIVE SEWER PLAN UPDATE

WHEREAS, the Samish Water District has submitted a proposed Comprehensive Sewer Plan update to Whatcom County for review and approval; and

WHEREAS, the District’s proposed update complies with the criteria set forth in RCW 57.16.010; and

WHEREAS, RCW 57.16.010 requires that all comprehensive water and sewer system plans and plan amendment be either approved, conditionally approved, or rejected by the legislative authority of the county in which the district is located; and

WHEREAS, as required by RCW 57.16.010, the Whatcom County Health Department has reviewed the proposed plan update and submitted a letter of approval to the County Council; and

WHEREAS, as required by RCW 57.16.010, the Whatcom County Public Works Engineering Division has submitted a letter of approval to the County Council, with the following notations:

APPROVAL CLARIFICATIONS:

1. All work the District performs in a County right-of-way requires a Revocable Encroachment Permit as a prerequisite.

2. Depending on the scope of work on any given District planned sewer system facilities project, the County might also require:
   a. Other permits (e.g., building, conditional use, land disturbance, shoreline) as a prerequisite to project execution.
   b. Stormwater management related documentation, with possible consequent engineered stormwater management system design.

3. To minimize disturbance to County roadway surfaces, the District is encouraged to locate, where feasible, new or reworked sewer system facilities outside the existing pavement of any improved County roadways.

4. The District is encouraged to accomplish, to the maximum extent feasible, its planned sewer system projects that will involve work in County right-of-ways in advance of planned County road projects to minimize roadway patching that would otherwise occur if not coordinated.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Samish Water District Comprehensive Sewer Plan dated July 2013 is hereby approved as presented.

APPROVED this _____ day of __________, 2013.

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

Kathy Kerschner, Council Chair

APPROVED AS TO FORM:

________________________
Civil Deputy Prosecutor
FULL PLAN ON FILE AND AVAILABLE FOR REVIEW IN THE COUNCIL OFFICE
(APPROXIMATELY 220 PAGES, INCLUDING NUMEROUS COLORED MAPS)

Prepared for

RECEIVED
OCT 30 2013
WHATCOM COUNTY COUNCIL

Prepared by
Wilson Engineering, LLC
July 2013
TO: Joe Rutan, Whatcom County Public Works & Engineering  
Sandy Peterson, Whatcom County Public Works & Engineering  

FROM: Elizabeth Sterling, Wilson Engineering LLC  

SUBJECT: Samish Water District – Sewer Comprehensive Plan Update  

JOB NO.: 2010-014  

DATE: October 30, 2013  

Gentlemen:

We’ve been coordinating with Dana Brown-Davis in the Council’s Office to provide the materials necessary to place Samish Water District’s most recent sewer comprehensive plan update on the Council agenda for approval. It was brought to our attention yesterday that four comments included in your original review letter, (attached), had not been addressed in the final update. We are providing an updated plan which now addresses these comments. The modifications were minor and affected only two pages of the plan. The following is a summary of the changes:

- Comment #1 – Re-stamp and re-execute the PE seal on the Plan cover page using the correct version per WAC 196-23-010. – Stamp has been revised.
- Comment #2 – Manhole rehabilitation projects (see Plan page 6-1 paragraph 6.1.4) where the manholes exist in a County maintained road must include adjusting rims and covers as necessary to match the road grade. – Comment #2 language has been added to paragraph 6.1.4.
- Comment #3 – Delete: “with” on Plan page 6-2 paragraph 6.1.6.1) line 7 – Deleted.
- Comment #4 – Address in the Plan somewhere (say section 2.1.2) the fact that, per Plan page 6-2 paragraph 6.1.6.2) wastewater trucks dump their contents into the lagoon. Include in the Plan the approximate frequency of truck discharges, the approximate quantity of a typical discharge, the types of discharges (e.g., septic tank contents), and discharge monitoring and testing protocols. – Section 6.1.6.2 has been removed from the Plan. Per conversation with Byron Gaines (SW District Manager), the District no longer lets wastewater trucks discharge into the treatment lagoons.

We are including one hardcopy of the plan for your review and approval. We have also delivered one copy of this updated plan to Ms. Brown-Davis in the Council’s Office. It is our hope that the sewer plan will still make the agenda for consideration by Council on November 12th.

If you have any questions or require any additional information, please don’t hesitate to contact me.

Thank you,

Liz Sterling  
Wilson Engineering LLC
November 2, 2012

Ms Elizabeth Sterling, PE
Wilson Engineering, LLC
805 Dupont Street
Suite 71
Bellingham, WA 98225

Subject: Samish Water District
Comprehensive Sewer Plan – 2012 Update

Reference: (a) Your 2012.09.13 letter same subject
(b) RCW 57.16.010(6)

Dear Ms Sterling:

In reply to reference (a) letter, and in accordance with reference (b) RCW, I do hereby conditionally approve subject Comprehensive Sewer Plan for Samish Water District. My four approval conditions follow:

1. Re-stamp and re-execute the PE seal on the Plan cover page using the correct version per WAC 196-23-010.

2. Manhole rehabilitation projects (see Plan page 6-1 paragraph 6.1.4) where the manholes exist in a County maintained road must include adjusting rims and covers as necessary to match the road grade.


4. Address in the Plan somewhere (say section 2.1.2) the fact that, per Plan page 6-2 paragraph 6.1.6.2) wastewater trucks dump their contents into the lagoon. Include in the Plan the approximate frequency of truck discharges, the approximate quantity of a typical discharge, the types of discharges (e.g., septic tank contents), and discharge monitoring and testing protocols.

Please also note the following related to this approval:

- All work performed in a County right-of-way requires a Revocable Encroachment Permit as a prerequisite. See Whatcom County Code (WCC) 12.16 for additional information. Gary Johnson, 360.976.6730, is the County's Permit coordinator.

- Depending on the scope of work of any given District planned sewer system facilities project, the County might require:
  - Other permits (e.g., building, conditional use, land disturbance, shoreline) as a prerequisite to project execution, and
  - Stormwater management documentation, with possible consequent engineered stormwater management system design.

- To accommodate our desire to minimize disturbance to County roadway surfaces, we encourage the District to locate, where feasible, new or reworked sewer system facilities outside the existing pavement of any improved County roadways.
• We encourage the District to accomplish, to the maximum extent feasible, its planned sewer system projects that will involve work in County right-of-ways in advance of our planned road projects to minimize roadway patching that would otherwise occur if not coordinated.

Sincerely,

[Signature]

Joseph P. Rutan, PE
County Engineer/Assistant Director

Copy:  County Council
       County Executive
       Public Works Director
       Engineering Services Development Division Manager
       Engineering Services Traffic Division Senior Engineering Technician (ENCs)
2013.08.19

Ms Elizabeth Sterling, PE
Wilson Engineering, LLC
805 Dupont Street
Suite 71
Bellingham, WA 98225

Subject: Samish Water District
Comprehensive Sewer Plan – 2013 Update

Reference: (a) 2013.08.14 Wilson Engineering letter same subject
(b) 2012.11.02 County Engineer letter similar subject

Dear Ms Sterling:

In reply to your reference (a) letter request that I review and approve the *Samish Water District Comprehensive Sewer Plan 2013 Update*, my reference (b) letter approval conditions for the *2012 Plan Update* still apply. Please note, however, that the *2013 Plan Update* does not reflect the four approval conditions from reference (b) letter.

Sincerely,

[Signature]

Joseph P. Rutan, PE
County Engineer/Assistant Director

Copy: County Council
County Executive
Public Works Director
Engineering Services Development Division Manager
Engineering Services Traffic Division Senior Engineering Technician (ENCs)
October 7, 2013

Elizabeth A. Sterling
Wilson Engineering LLC
805 Dupont Street, Suite 7
Bellingham, WA 98225

Elizabeth A. Sterling,

In accordance with RCW 57.16.010 (7) the Whatcom County Health Department has reviewed and hereby approves the Samish Water District Comprehensive Sewer Plan 2013 Update as submitted.

If you have any questions, please feel free to contact us.

Sincerely,

John J. Wolpers
Environmental Health Manager

Cc: Dana Brown-Davis-County Council
September 24, 2013

Mr. Byron Gaines
Samish Water District
2195 Nulle Road
Bellingham, WA 98229

RE: Approval of Samish Water District July 2013 Comprehensive Sewer Plan

Dear Mr. Gaines:

The Samish Water District Comprehensive Sewer Plan (dated July 2013) was submitted to the Department of Ecology (Ecology) for review and approval. In accordance with the Revised Code of Washington (RCW) 90.48.110 and Washington Administrative Code (WAC) 173-240-010 through 180, Ecology hereby approves the above-referenced Comprehensive Sewer Plan.

Ecology’s review and approval authority is limited to assuring compliance and consistency with the appropriate rules, regulations, guidelines, and planning and design criteria. The owner retains full responsibility for the technical completeness, accuracy and adequacy of this document, and for obtaining other required permits and approvals.

While reviewing the plan, Ecology took note of a letter attachment from the Whatcom County Planning and Development Services (dated July 29, 2013) in which they state that they are satisfied that the above-referenced Comprehensive Sewer Plan is consistent with the requirements of the Growth Management Act and with the Whatcom County Comprehensive Plan. In accordance with RCW 36.70A.103, State agencies like Ecology are required to comply with the local growth management comprehensive plans. Including this feedback from Whatcom County with the Sewer Plan submittal was helpful and appreciated in light of our responsibilities under RCW 36.70A.103.

Nothing in this approval shall be construed as satisfying other applicable federal, state or local statutes, ordinances or regulations.

If you have any questions, please contact Tonya Lane in our office at tlan461@ecy.wa.gov or 425-649-7050.

Sincerely,

Kevin C. Fitzpatrick
Water Quality Section Manager

KF:TL

cc: Elizabeth Sterling, P.E., Wilson Engineering L.L.C.
July 29, 2013

Elizabeth Sterling, P.E.
Wilson Engineering LLC
805 Dupont Street, Suite #7
Bellingham, WA 98225

Dear Ms. Sterling,

We have reviewed the revisions to the Samish Water District Comprehensive Sewer Plan forwarded to Whatcom County PDS on July 26, 2013. These revisions respond to comments from PDS relayed during our conference call on July 11, 2013 regarding consistency between the Whatcom County Comprehensive Plan, GMA and the proposed update to the Samish Water District Comprehensive Sewer Plan. After careful review, PDS is satisfied that the text modifications to the Sewer Plan satisfy the consistency requirements of the GMA and the Whatcom County Comprehensive Plan.

Thank you for your attention to this matter. Please feel free to contact me if you have questions.

Sincerely,

Mark Personius
Long Range Planning Manager

Cc: Matt Aamot, PDS
Dana Brown-Davis, County Council
**Whatcom County Council Agenda Bill**

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**Title of Document:** Ordinance to amend WCC section 6.04.150 - Impound, redemption and disposition of animals.

**Attachments:** Exhibit A

**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 Code (WCC) section 6.04.150(6) incorporates by reference the language of repealed statute RCW 16.52.070. The language of repealed statute RCW 16.52.070 has been replaced with similar language in RCW 16.52.205 and/or RCW 16.52.207. Amendment of WCC section 6.04.150 to reference the current RCW sections 16.52.205 and 16.52.207 will eliminate incorporation of a repealed statute, and will update the local code language/definitions to match current state law.

**Committee Action:**

**Council Action:**

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

AMENDING WHATCOM COUNTY CODE
6.04.150 IMPOUND, REDEMPTION AND DISPOSITION OF ANIMALS

WHEREAS, Whatcom County Code (WCC) section 6.04.150(6) incorporates by reference the language of repealed statute RCW 16.52.070; and

WHEREAS, the language of repealed statute RCW 16.52.070 has been replaced with similar language in RCW 16.52.205 and/or RCW 16.52.207; and

WHEREAS, amendment of WCC section 6.04.150 to reference the current RCW sections 16.52.205 and 16.52.207 will eliminate incorporation of a repealed statute, and will update the local code language/definitions to match current state law; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code section 6.04.150 is amended as shown in Exhibit A.

ADOPTED this ___ day of __________, 20___.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Kathy Kershner, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

Royce Buckingham #22503
Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved ( ) Denied
Date Signed: ________________________________
EXHIBIT A

Whatcom County Code section 6.04.150 Impound, redemption and disposition of animals.

A. Animals may be impounded and taken into the care and custody of the animal control authority in the following situations:

1. When a dog is off the premises of its owner or keeper and not under the control of its owner, keeper or other authorized person;

2. If the animal is an adult dog and it has no current license tag;

3. If any animal is on public property or the private property of another and the caretaker or said private property owner requests in writing that the animal be removed; provided, that the owner or keeper of the animal(s) cannot be located in a timely manner or is unknown. Such written request shall state the reason why removal is requested;

4. When an animal is brought to the animal shelter by a private citizen who has found the animal;

5. When a dog has been declared potentially dangerous or dangerous pursuant to this chapter and/or state law, and the dog is again at large, or has otherwise violated the restrictions placed upon it;

6. When any animal has been subjected to cruel treatment as defined by RCW 16.52.070 and/or the provisions of this chapter; provided, that removal is necessary for the immediate safety and well-being of the animal. When any animal has been subjected to cruelty as defined by RCW 16.52.205 and/or RCW 16.52.207 and/or the provisions of this chapter; provided, that removal is necessary for the immediate safety and well-being of the animal;

7. When the animal’s owner or keeper is incapable or unable to continue to care for it because of incarceration, severe illness, death, house fire or other emergency circumstances and an agent for the owner cannot be readily located. These animals will be deemed impounded for safekeeping;

8. When an animal has bitten a person, breaking or puncturing the skin, and the owner and/or keeper is unable, incapable or unwilling to provide the 10-day quarantine requirements. If such a dog is found at large the owner will be deemed unable to quarantine and it can be impounded.

B. Forthwith, following impoundment, the animal control authority shall notify the owner or keeper, if known, of its impoundment, using whatever reasonable means possible. If the animal’s owner is unknown or cannot be located, the information and description of the animal shall be available at the animal shelter during regular business hours.

C. All owners or keepers claiming impounded animals of any kind shall provide identification and shall sign a statement that verifies they are the owner, keeper or authorized agent of the owner. Names, street or road addresses, city and phone numbers will be required. (Ord. 98-022; Ord. 90-53 (part)).
### WHATCOM COUNTY COUNCIL AGENDA BILL

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<th>Date Received in Council Office</th>
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**TITLE OF DOCUMENT:**

Ordinance Regarding installation of stop signs at various intersections in the County.

**ATTACHMENTS:**

1. Memo to County Executive
2. Ordinance
3. Vicinity Map for intersections of proposed stop sign locations

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

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

**Requested Date:** 11/19/2013

**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 comply with RCW 46.61.200 and 47.36.110, it is found necessary and expedient to modify traffic control signs at various intersections.

**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).
MEMO TO: Jack Louws, County Executive

Through: Frank Abart, Public Works Director

FROM: Joseph P. Rutan, County Engineer/Assistant Director

DATE: October 30, 2013

Subject: Ordinance Regarding Installation of Stop Signs at Various Intersections

__

Requested Action:
Recommend adoption of an ordinance for the establishment of stop signs at various intersections.

Background and Purpose:
The County Engineer is recommending that stop signs be installed at various intersections within the county.

Information:
This ordinance will allow the installation of stop signs at various intersections in order to improve the safety of the road. To comply with RCW 46.61.200 and 47.36.110, it is found necessary and expedient to modify traffic control signs at various intersections.

Enc.
SPONSORED BY: 
PROPOSED BY: Public Works - Engineering
INTRODUCTION DATE: 11/12/13

ORDINANCE NO. ___________
INSTALLING STOP SIGNS ON VARIOUS ROADS WITHIN THE COUNTY

WHEREAS, in compliance with RCW 46.61.200 and 47.36.110, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, sight distance is reduced to an unsafe level; and

WHEREAS, it is found necessary to install stop signs, to help control traffic, at the following locations:

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Direction</th>
<th>Cross Street</th>
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</thead>
<tbody>
<tr>
<td>Hovel Road</td>
<td>SB</td>
<td>North Telegraph Road</td>
</tr>
<tr>
<td>North Telegraph Road</td>
<td>NB</td>
<td>Morgan Road</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the above be added to the Whatcom County Code Section 10.16.

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff be notified by a copy of this ordinance.

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: __________________________

Page 1 of 1
Vicinity Map: Proposed Stop Signs
Hovel Rd. and Morgan Rd.
N. Telegraph and Morgan Rd.

City of Sumas
Howard Bowen Memorial Park

Easterbrook Rd
Hovel Rd
Telegraph Rd
Sumas River
Sumas Rd

Morgan Rd.
Private Rd.

STOP
STOP

465
**WHATCOM COUNTY COUNCIL AGENDA BILL NO.** 2013-377

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<td>Finance &amp; WCFCZDBS</td>
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<td>G</td>
<td>11/4/13</td>
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**TITLE OF DOCUMENT:**

A Resolution Adopting the 2014 Budget for the Whatcom County Flood Control Zone District.

**ATTACHMENTS:**


<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>
</tr>
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<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date:</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.)

Resolution Adopting the 2014 Budget for the Whatcom County Flood Control Zone District.

---

**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 Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Frank M. Abart, Public Works Director

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

RE: 2014 Flood Control Zone District Budget

DATE: October 22, 2013

Enclosed is a resolution establishing a 2014 budget for the Whatcom County Flood Control Zone District (FCZD) for your review and adoption. Supporting documentation detailing the programs and projects included in the budget are also attached.

Requested Action
Public Works respectfully requests that the FCZD Board of Supervisors adopts the attached resolution to establish a 2014 budget for the County-wide District and the following subzones:

- Acme/Van Zandt Subzone
- Lynden/Everson Subzone
- Sumas/Nooksack/Everson Subzone
- Birch Bay Watershed and Aquatic Resources Management District
- Samish Watershed Subzone

Background and Purpose
Consistent with RCW 86.15.140, the FCZD must adopt an annual budget that includes the County-wide district and the subzones of the District. The attached resolution establishes the overall budget, consistent with the appropriation items outlined in the law. The 2014 proposed budget and associated work program were presented to the Board of Supervisors at the October 15, 2013 Surface Water Work Session.
RESOLUTION NO. __________

(A Resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

ADOPTING THE 2014 BUDGET FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

WHEREAS, RCW 86.15.140 requires that the Board of Supervisors of each flood control zone district adopt an annual budget for the zone; and

WHEREAS, the statute further requires that the zone budget be divided into four appropriation items; overhead and administration, maintenance and operation; construction and improvements; and bond retirement and interest; and

WHEREAS, under the appropriation item for construction and improvements, the Board is required to list each flood control improvement or storm water control improvement and the estimated expenditure for each during the next year; and

WHEREAS, the budget may only be adopted after a public hearing for which proper notice has been given; and

WHEREAS, Fund No. 169, is managed by the County on behalf of the Whatcom County Flood Control Zone District for purposes of funding flood control, stormwater management, and other water resources work by the County that are consistent with the powers of the District under RCW 86.15 and RCW 39.34.190; and

WHEREAS, funds obtained by the County through grants or cooperative agreements for flood control and other water resources work are also managed through Fund No. 169; and

WHEREAS, the 2014 budget proposed by the County Executive for Whatcom County includes proposed expenditures out of Fund 169 to pay for flood control, stormwater management, and other water resources work consistent with the powers of the district under RCW 86.15 and RCW 39.34.190; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors approves the
appropriations of Flood Control Zone District No. 169 for 2014 in the amounts set forth in the document titled Whatcom County 2013-2014 Budget and as subsequently modified and presented below:

### OVERALL BUDGET SUMMARY

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<th>Budget Code</th>
<th>Program</th>
<th>RCW Appropriation Item</th>
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<td>Administration</td>
<td>Overhead &amp; administration</td>
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<td>169119</td>
<td>Natural Resources Administration</td>
<td>Overhead &amp; administration</td>
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<td>169120</td>
<td>A/S Administration</td>
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<td>Water Planning Administration</td>
<td>Overhead &amp; administration</td>
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<td>Stormw atfer Administration (Transfer)</td>
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<td>169122</td>
<td>Flood Response</td>
<td>Maintenance &amp; operations</td>
<td>74,000</td>
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<td>169124</td>
<td>Flood Planning</td>
<td>Maintenance &amp; operations</td>
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<td>169126</td>
<td>Technical Assistance</td>
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<td>Construction &amp; improvements</td>
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<td>169124</td>
<td>Flood Hazard Reduction</td>
<td>Construction &amp; improvements</td>
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**Total 2014 FCZD Budget**

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**APPROVED this ____ day of ________, 20__.**

**ATTEST:**

WHATCOM COUNTY
FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Kathy Kershner, Chair

APPROVED AS TO FORM:

Daniel Gibson, Chief Civil Deputy Prosecutor

Page 2
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<th>RCOW Application Item Code</th>
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### 2014 Proposed Budget

**Revenue**

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**Expenditures**

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</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes**

- **Food Plan and Supporting Documentation**
- **Work Plan and Supporting Documentation**
- **2014 Proposed Budget**
- **Food Control Zone District**
- **Details for FCD Program Areas**

**Details for FCD Program Areas**

- **Food Maintenance and Operations**

---

**Technical Assistance (699000)**

- High Creek Management Plan
- South Fork DMP Development
- Stream Mgmt
- CMHP
- Lowerock

**Consultant Request #1064**

- On hold due to staffing limitations (except for floodplain mapping)
- On hold due to staffing limitations
- On hold due to staffing limitations
- On hold due to staffing limitations
- On hold due to staffing limitations

---

**Food Plan**

- Initials
- Initials
- Initials
- Initials

---

**Funding**

- Initials
- Initials
- Initials
- Initials
Budget reduction made in March 2013 as part of overall budget cut to offset elimination of closure days.

CDG contract to provide assistance in special districts in mitigation planning for 2013 and 2014 with some monitoring by local districts contingent.

WILL be addressed through SWIR process - veg not budgeted or issue.

Development SWIR in 2013 and 2014 with some involvement by local districts contingent.

Preceding the 5-year period: average of food/year (high, Ch in 2014)

Reversing costs for responding to food/new requests (one per year)? Reduced for no training.

No supplemental request proposed due to small increase in expected expenditures.

MAG costs paid by CDG for 3 years in 2011 (CA to 12), then subdues costs per AC recommendation.

CA in 2013; Canadians reimbursement cost to maintain gate.

Supplemental request #1630 reduces budget as grant was not awarded.

CNMS meetings: some occurred in 2013 for new mapping.

Food pantry fees consistent with PDG fees scheduled being implemented in 2013 and later.

FEMA did not extend the original mapping grant into 2013. New cost study being done by FEMA w/o match.
### Change from Original 2014 Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>Original</th>
<th>Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land acquisition</td>
<td>$1,229,973</td>
<td>$1,963,000</td>
</tr>
<tr>
<td>Construction (70013 and new grants)</td>
<td>$1,435,977</td>
<td>$1,435,977</td>
</tr>
<tr>
<td>Design (71008)</td>
<td>$163,000</td>
<td>$163,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$3,920,953</td>
<td>$3,920,953</td>
</tr>
</tbody>
</table>

### Assumptions/Notes

See Supplemental Requests #1622, 1625, 1626, 1627 and 1631

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Possible HMP Grant under 2014; budget is under 1621.4.</td>
<td>$60,000</td>
</tr>
<tr>
<td>ERP Grant in 2012-14 (6534 cost-shares)</td>
<td>$454,000</td>
</tr>
<tr>
<td>Design and land acquisition in 2013-14; construction in 2015; BCS CA mid 2013</td>
<td>$360,000</td>
</tr>
<tr>
<td>Site landing (67.1%, 7.1%?) for June 2013; then revenue and SNF cost-shares.</td>
<td>$220,000</td>
</tr>
</tbody>
</table>

### Provisions

- **Swim Creek (710003)**
- **Lower Nooksack River**
- **ESRP - 71000 and new grants for flooding (DOE Grant 7104)**
- **Deming levee raise (708004)**
- **City of Erosion property acquisition (FEMA Grant)**
- **ESRP - 71000 and new project for flooding (DOE Grant 7104)**

### 2013 Proposed Budget

**Food Hazard Reduction (18914)**
Integrated Salmon Recovery/Flood Hazard Reduction capital projects appear under Cost Center 1611.40 or 1619.4

<table>
<thead>
<tr>
<th>CHANCE FROM ORIGINAL 2014 BUDGET</th>
<th>NET IMPACT TO FUND BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 30,000 (10,000)</td>
<td>$ 20,000</td>
</tr>
<tr>
<td>$ 95,000</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$ 75,000</td>
</tr>
</tbody>
</table>

- Development of a sustainable species program
- Aquatic invasive species program
- O&M of river and stream enhancement
- O&M of river and stream enhancement
- Technical assistance and community outreach
- Technical assistance and community outreach
- New restoration projects
- New restoration projects
- Risk management
- River and stream quality monitoring
- River and stream quality monitoring

EPA Grant through June 2017. After June 2017, this project will be a District
initiated project. Includes $500,000 for WC & C. Other
expenses are included in the General Fund.

2013-2014 Revenue generated from 50% of the EPA Grant.

Complete Phase 2 of Coastal Draining Function Assessment in 2012

Budget: Base budget for FY 2014, SP&O, and Salmon Recovery.

This includes $7.7M funded by the MRC Grant + $12,000 extra help field staff for 2013-2014

Assumptions/Notes:

Revenues Expenditures

Work Plan and Supporting Documentation

Food Control Zone District
<table>
<thead>
<tr>
<th>Service/Program</th>
<th>Original</th>
<th>Change</th>
<th>Impact</th>
<th>Fund Balance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td>$30,000</td>
<td>-</td>
<td></td>
<td>$0</td>
<td>$30,000</td>
</tr>
<tr>
<td>City Program Management + Staff</td>
<td>$40,000</td>
<td>-</td>
<td>2,000</td>
<td>$20,000</td>
<td>$42,000</td>
</tr>
<tr>
<td>Revenues from Boat Inspection Fees</td>
<td>$10,000</td>
<td>30,000</td>
<td>10,000</td>
<td>$0</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

**Notes:**
- Assumptions/Notes
- Proposal Revised 2014 Budget
- Fiscal Year End
- 2013 President and Proposers 2014 Budget Supplemental Details

**Agile Invasive Species (189129)**
<table>
<thead>
<tr>
<th>Services Provided</th>
<th>2014 Revised</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services contract</td>
<td>(150,000)</td>
<td>(150,000)</td>
</tr>
<tr>
<td>Revenue from Solid Waste and Noxious Weed</td>
<td>194,710</td>
<td>194,710</td>
</tr>
<tr>
<td>NET IMPACT TO FUND BALANCE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ 150,000</td>
<td>$ 150,000</td>
<td></td>
</tr>
<tr>
<td>$ 194,710</td>
<td>$ 104,710</td>
<td></td>
</tr>
<tr>
<td>COORDINATION AND PLANNING OPERATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WATER PLANNING ADMINISTRATION Office and Operating SIDF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WORK PLAN AND SUPPORTING DOCUMENTATION</td>
<td>2014 Proposed Budget</td>
<td>2014 Proposed Budget</td>
</tr>
<tr>
<td>Year</td>
<td>Revenues</td>
<td>Expenditures</td>
</tr>
<tr>
<td>------</td>
<td>----------</td>
<td>--------------</td>
</tr>
<tr>
<td>2013</td>
<td>$100,000</td>
<td>$113,643</td>
</tr>
<tr>
<td>2014</td>
<td>$37,88</td>
<td>$37,88</td>
</tr>
<tr>
<td>2013</td>
<td>$80,000</td>
<td>$113,643</td>
</tr>
<tr>
<td>2012</td>
<td>$37,88</td>
<td>$37,88</td>
</tr>
</tbody>
</table>

Notes:
- Fund balance as of December 31, 2011
- Total
- Fund balance as of 2013-14 budgets are expended
- Estimated Expenditures
- Interest earnings
- Assessment
- Revenues
- Cost-Sharing/Repairs as Needed
- Address ACOE Deficiencies
- Levee Regulation Maintenance (crest, backstope, hazards)
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>DOE Grant</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>To Better Align with Proposed Funding</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Technical Assistance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Assumptions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The table above represents the proposed budget and forecasted expenditures for DOE grants and technical assistance for the years 2011 to 2016. The budget allocations are aligned with the proposed funding to better align with the grant terms and conditions.
### Fund Balance as of December 31, 2011

<table>
<thead>
<tr>
<th>Notes</th>
<th>Subtotal</th>
<th>(-)</th>
<th>(+)</th>
<th>$182,963</th>
</tr>
</thead>
</table>

**2012 Estimated Expenditures:**
- Room Rental/cooperatives/misc admin
- M&O for Jones Creek stage gage
- Cost-share/repairs as needed

**2011 Estimated Expenditures:**
- Room Rental/cooperatives/misc admin
- M&O for Jones Creek stage gage
- Cost-share/repairs as needed

<table>
<thead>
<tr>
<th>30% of total project</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>30% of total project</td>
<td>$1,128</td>
<td>$1,650</td>
</tr>
<tr>
<td>30% of total project</td>
<td>$1,128</td>
<td>$1,650</td>
</tr>
</tbody>
</table>

**2014 Estimated Expenditures:**
- Room Rental/cooperatives/misc admin
- M&O for Jones Creek stage gage
- Cost-share/repairs as needed

**2014 Revenues:**
- Room Rental/cooperatives/misc admin
- M&O for Jones Creek stage gage
- Cost-share/repairs as needed

**2013 Estimated Expenditures:**
- Room Rental/cooperatives/misc admin
- M&O for Jones Creek stage gage
- Cost-share/repairs as needed

**2013 Revenues:**
- Room Rental/cooperatives/misc admin
- M&O for Jones Creek stage gage
- Cost-share/repairs as needed

**Fund Balance of 2013-14 Budget are Expended:**
- $167,990
- $1,689,693
- $1,71,673
- $38,646

**30% of Total Project:**
- $32,891

**2014 Revenues:**
- Room Rental/cooperatives/misc admin
- M&O for Jones Creek stage gage
- Cost-share/repairs as needed

**2014 Estimated Expenditures:**
- Room Rental/cooperatives/misc admin
- M&O for Jones Creek stage gage
- Cost-share/repairs as needed

**Notes:**

**Proposed 2014 Budget Fund Balance 2011-2014 and Acme/Maplefield Subzone**
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2014 Estimated Expenditures:</strong></td>
<td></td>
</tr>
<tr>
<td>Levee vegetation maintenance (crest, back slope, hazards)</td>
<td>$37,881</td>
</tr>
<tr>
<td>Interest earnings</td>
<td>$3,281</td>
</tr>
<tr>
<td>Assessment</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$41,162</td>
</tr>
<tr>
<td><strong>2013 Revenues:</strong></td>
<td></td>
</tr>
<tr>
<td>Cost-sharing/repairs as needed</td>
<td>$80,000</td>
</tr>
<tr>
<td>Address AOE deficiencies</td>
<td>$30,000</td>
</tr>
<tr>
<td>Levee vegetation maintenance (crest, back slope, hazards)</td>
<td>$37,881</td>
</tr>
<tr>
<td>Interest earnings</td>
<td>$3,281</td>
</tr>
<tr>
<td>Assessment</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$141,162</td>
</tr>
<tr>
<td><strong>2013 Estimated Expenditures:</strong></td>
<td></td>
</tr>
<tr>
<td>Cost-sharing/repairs as needed</td>
<td>$30,000</td>
</tr>
<tr>
<td>Address AOE deficiencies</td>
<td>$30,000</td>
</tr>
<tr>
<td>Levee vegetation maintenance (crest, back slope, hazards)</td>
<td>$37,881</td>
</tr>
<tr>
<td>Interest earnings</td>
<td>$3,281</td>
</tr>
<tr>
<td>Assessment</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$97,162</td>
</tr>
<tr>
<td><strong>2014 Revenues:</strong></td>
<td></td>
</tr>
<tr>
<td>Cost-sharing/repairs as needed</td>
<td>$30,000</td>
</tr>
<tr>
<td>Address AOE deficiencies</td>
<td>$30,000</td>
</tr>
<tr>
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<td>$37,881</td>
</tr>
<tr>
<td>Interest earnings</td>
<td>$3,281</td>
</tr>
<tr>
<td>Assessment</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$97,162</td>
</tr>
<tr>
<td><strong>Notes</strong></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$244,051</td>
</tr>
<tr>
<td><strong>Fund balance as of December 31, 2011</strong></td>
<td></td>
</tr>
<tr>
<td>Proposed 2014 Budget Fund Balance 2011-2014 and Lyden/Everton Subzone</td>
<td></td>
</tr>
</tbody>
</table>

Fund balance if 2013-14 budgets are expended
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>30% of 25k project</td>
<td>$114,643</td>
</tr>
<tr>
<td>10% of 25k project</td>
<td>$87,500</td>
</tr>
<tr>
<td>10% of 25k project, fill bank</td>
<td>$44,700</td>
</tr>
<tr>
<td>30% of 25k project, fill bank, no enough grant</td>
<td>$343,929</td>
</tr>
<tr>
<td>Total</td>
<td>$689,026</td>
</tr>
</tbody>
</table>

Notes:
- Fund balance as of December 31, 2011
- Fund Balance 2011-2014 and
  - Sumas/Noocksack/Everson Subzone
- Proposed 2014 Budget

2014 Estimated Expenditures:
- Cost-share/repairs as needed
- Address ACOE deficiencies
- Smitt Creek channel bank work
- Levee vegetation maintenance

2014 Estimated Expenditures:
- Interest earnings
- Assessment

2014 Estimated Expenditures:
- Cost-share/repairs as needed
- Address ACOE deficiencies
- Smitt Creek channel bank work
- Levee vegetation maintenance

2014 Estimated Expenditures:
- Interest earnings
- Assessment

2014 Estimated Expenditures:
- Cost-share/repairs as needed
- Address ACOE deficiencies
- Smitt Creek channel bank work
- Levee vegetation maintenance

2014 Estimated Expenditures:
- Interest earnings
- Assessment

Fund Balance 2011-2014 and
- Sumas/Noocksack/Everson Subzone

Notes:
- Fund balance as of December 31, 2011
Birch Bay Watershed and Aquatic Resources Management District 2014 Budget

**Overhead & Administration:** Staff and administrative support for the BBWARM stormwater program

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>salaries &amp; benefits</td>
<td>$93,026.00</td>
</tr>
<tr>
<td>supplies</td>
<td>$6,900.00</td>
</tr>
<tr>
<td>computers/software &amp; telephone</td>
<td>$2,860.00</td>
</tr>
<tr>
<td>office &amp; meeting space</td>
<td>$2,273.00</td>
</tr>
<tr>
<td>Whatcom County fund administrative cost</td>
<td>$15,084.00</td>
</tr>
<tr>
<td>insurance</td>
<td>$462.00</td>
</tr>
<tr>
<td>staff training</td>
<td>$4,500.00</td>
</tr>
<tr>
<td><strong>TOTAL O&amp;A</strong></td>
<td><strong>$125,205.00</strong></td>
</tr>
</tbody>
</table>

**Maintenance & Operations:** Programmatic elements of the BBWARM stormwater program

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>printing—education &amp; outreach activities</td>
<td>$15,950.00</td>
</tr>
<tr>
<td>tools &amp; equipment</td>
<td>$100.00</td>
</tr>
<tr>
<td>professional services—review of development proposals</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>professional services—field inventory/inspection of stormwater facilities</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>professional services—website &amp; education program support</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>professional services—water quality monitoring</td>
<td>$15,500.00</td>
</tr>
<tr>
<td>postage—education &amp; outreach activities</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>advertising—meetings, education, &amp; outreach activities</td>
<td>$800.00</td>
</tr>
<tr>
<td>repairs &amp; maintenance of stormwater facilities</td>
<td>$43,000.00</td>
</tr>
<tr>
<td>meeting refreshments</td>
<td>$200.00</td>
</tr>
<tr>
<td>cost share for collaborative projects</td>
<td>$22,030.00</td>
</tr>
<tr>
<td><strong>TOTAL M&amp;O</strong></td>
<td><strong>$133,080.00</strong></td>
</tr>
</tbody>
</table>

**Construction & Improvements:** Capital elements of the BBWARM stormwater program

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>professional services—engineering design for capital projects on the six-year plan (Cottonwood Drive, Fern/Park, &amp; Birch Bay Dr. &amp; Pedestrian Facility Projects)</td>
<td>$316,000.00</td>
</tr>
<tr>
<td>other services interfund—in house survey, engineering, permit, and other staff support of construction projects</td>
<td>$92,489.25</td>
</tr>
<tr>
<td>other miscellaneous interfund—permitting</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>other improvements—construction contract for Beachway Dr &amp; Fern/Park stormwater improvements</td>
<td>$570,000.00</td>
</tr>
<tr>
<td><strong>TOTAL CONSTRUCTION</strong></td>
<td><strong>$981,989.25</strong></td>
</tr>
</tbody>
</table>

**TOTAL 2014 BUDGET** $1,240,274.25
<table>
<thead>
<tr>
<th>Account</th>
<th>Description / Line Item Narrative</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7060</td>
<td>18,936.00</td>
<td></td>
</tr>
<tr>
<td>4317.7000</td>
<td>18,730.00A</td>
<td></td>
</tr>
<tr>
<td>56141</td>
<td>10/04/11</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: 46,400

16,940

TOTAL FOR CC:

16,940

TOTAL FOR CO:

18,936.00

TOTAL REY FOR CO:

18,730.00

677.75 – Wastewater Accessorises, etc.

$14,570 – Maintenance of the dam and dam structure.

717.40 – Replacement of equipment.

AR $414.00 for $420.00 and $675.20 for equipment, etc.

Other Operating Assessments

Public Works

SUMMARY

Public Works

WATSON COUNTY
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Finance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suppll ID # 1375</td>
<td>Fund 169</td>
</tr>
<tr>
<td>Cost Center</td>
<td>Year 2 2014</td>
</tr>
<tr>
<td>Originator: Marianne Caldwell</td>
<td>Add'l FTE □ Add'l Space □ Priority 1</td>
</tr>
</tbody>
</table>

**Expenditure Type:** Ongoing  
**Name of Request:** 2014 Health Insurance Increase - Flood Fund

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

### 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>($1,200)</td>
</tr>
<tr>
<td>6290</td>
<td>Applied Benefits</td>
<td>$1,200</td>
</tr>
</tbody>
</table>

**Request Total** $0

---

1a. **Description of request:**

Increase departmental budgets to allow for a $600 per year health insurance premium increase per regular employee. See attached listing of cost centers affected.

1b. **Primary customers:**

Only employees in bargaining units with settled contracts

2. **Problem to be solved:**

The Executive recognizes that health insurance premiums are continuing to rise and in order to prevent hardship for the employees has proposed that the County will cover up to a $50 per month increase in insurance premiums.

3a. **Options / Advantages:**

The other option is to do nothing which could cause employees to carry a larger share of the health insurance coverage costs.

3b. **Cost savings:**

none

4a. **Outcomes:**

Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. **Measures:**

n/a

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

Public Works - River & Flood and Natural Resources divisions’ budgets will be increased

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

n/a

6. **Funding Source:**

Fund Balance

---

*Tuesday, October 08, 2013*
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – Deming Levee Improvement Project

DATE: September 30, 2013

• Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1631).

• Background and Purpose
This supplemental budget request reduces the expenditures for the Deming Levee Improvement Project by $960,000 to reflect a delay in the project schedule. Wetland monitoring is needed to develop a mitigation strategy for the impacts associated with the new levee construction. The design consultant cited several of the monitoring well locations on a property owned by the Nooksack Tribe. In late 2012, the Tribe indicated that we could obtain access for the monitoring work and an access agreement was negotiated. Since then, the Tribe has been involved in a disenrollment process which has impeded our ability to get the access agreement authorized. This has delayed the project by approximately one year.

• Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

Flood Control Zone District

Fund: 169  Cost Center: 708004  Originator: Paula Cooper

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

Name of Request: Deming Levee Improvement Project

Department Head Signature (Required on Hard Copy Submission)

Date: 9/30/2013

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1a. Description of request:
Reduction in budget authority as construction of project has been delayed to 2015.

1b. Primary customers:
The citizens of Whatcom County.

2. Problem to be solved:
The upstream end of the Deming levee ties into a berm that does not provide adequate protection to the Mt Baker School District and Nooksack tribal facilities and the town of Deming. Delays in obtaining access to Nooksack tribal lands have slowed the design process and construction is now anticipated in 2015.

3a. Options / Advantages:
This project is recommended in the adopted Lower Nooksack River Comprehensive Flood Hazard Management Plan. The no action alternative would leave public infrastructure at risk from flooding.

3b. Cost savings:
$960,000 in Flood Control Zone District Fund balance, expenditure delayed until 2015

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
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – FEMA Floodplain Mapping

DATE: September 30, 2013

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1630).

- Background and Purpose
This supplemental budget request reduces the revenues by $75,000 and the expenditures by $100,000 for the FEMA floodplain mapping project. In 2010 FEMA announced changes to the methods used to map floodplains in leveed areas. Initially they indicated that our existing grant would be extended and supplemented to enable completion of the project in the 2013-14 timeframe. Since then, FEMA has decided to try their new methodology in a few pilot basins and put the rest of the mapping projects on hold, including the study for the Nooksack River.

- Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
**Supplemental Budget Request**

**Public Works**

**Flood Control Zone District**

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

**Name of Request:** FEMA Floodplain mapping

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

![Signature]

**Date:** 9/30/2013

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**Request Total:** $0

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**1a. Description of request:**

This request is to reduce the expenditures and revenues associated with a grant from FEMA for floodplain mapping. FEMA revised the mapping procedures in the middle of the project and did not extend the grant; they will be conducting pilot studies in other basins before they fund completion of the mapping for the Lowered Nooksack River.

**1b. Primary customers:**

N/A.

**2. Problem to be solved:**

N/A

**3a. Options / Advantages:**

N/A

**3b. Cost savings:**

$25,000 from Flood Control Zone District Fund balance.

**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
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – Canyon Creek

DATE: September 30, 2013

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1627).

- Background and Purpose
This supplemental budget request authorizes $1,163,300 of additional revenues from a new source of funding for Coordinated Investments from the State of Washington. It also includes additional expenditures in the amount of $1,550,000 to construct the final phase of the Canyon Creek restoration project.

The project includes setting back an 1800 foot long levee and construction of 23 engineered log jams, the original cost estimate for the entire project was approximately $4.6 million and available grant funding was approximately $1 million. The scope of the project was broken down into two schedules; Schedule A was the minimum work needed to implement the project to ensure the design would not be compromised. Schedule B was additional work that would enhance both the fish and flood aspects of the project and improve the likelihood of success. Additional grant funding was secured and the 2013 budget was supplemented to enable construction of Schedule A.

The Nature Conservancy and Puget Sound Partnership proposed a new funding source for investments that integrate fish and flood benefits and were successful in getting it approved in the State budget. This included a specific appropriation of $2 million for the Canyon Creek project, which can support both Schedule A and B construction.

- Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

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

**Name of Request:** Canyon Creek Restoration

**Department Head Signature (Required on Hard Copy Submission)**  
X  
9/30/13

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1a. Description of request:

This budget supplemental requests funding for construction of the final phase of the Canyon Creek restoration project and includes revenues from a new State grant that will be executed in 2013. Some funding has been included for acquisition of one remaining property within the project footprint should the title be cleared.

1b. Primary customers:

The citizens of Whatcom County.

2. Problem to be solved:

The levee built on Canyon Creek in 1994 did not provide adequate protection for debris flow events. The levee is currently being set back and 14 engineered log jams are being constructed in 2013. The project design includes another 9 log jams that will improve both the habitat and flood risk reduction aspects of the project and is planned for construction in 2014 and will utilize a new State grant through Department of Ecology.

3a. Options / Advantages:

Not completing the project would increase the potential that the levee would be exposed before a debris flow event occurs, thereby increasing the potential for the levee to be compromised. Completing the rest of the jams will also improve salmon habitat.

3b. Cost savings:

$2 million of State funding is being awarded to fund construction activities in both 2013 and 2014

4a. Outcomes:

Construction activities will be complete in 2014 with some planting occurring in 2015

4b. Measures:

The project will be fully constructed

5a. Other Departments/Agencies:

N/A

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

6. Funding Source:

Partially funded through a Department of Ecology grant, the remainder is funded from Flood Control Zone

Monday, September 30, 2013
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District Fund balance.
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – Jones Creek Deflection Berm

DATE: September 30, 2013

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1626).

- Background and Purpose
This supplemental budget request authorizes $350,000 of expenditures to continue project development of a deflection berm on Jones Creek to mitigate the risk associated with debris flows. A risk analysis conducted in 2004 identified mitigation strategies for the Jones Creek alluvial fan, including acquisition of high risk properties and construction of a deflection berm to route water and debris around the developed areas in the town of Acme. Preliminary design of the berm was performed in 2010; the alignment of proposed berm crosses Turkington Road. Currently, alternative road and bridge alignments are being evaluated to identify a preferred road and berm alignment that will enable construction of the berm and maintain access to area residents. The additional funding proposed in this supplemental will provide for survey work and more detailed design of the berm and the selected roadway/bridge alternative.

- Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

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

Name of Request: Jones Creek Deflection Berm

Department Head Signature (Required on Hard Copy Submission)  Date

X

3/21/13

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Request Total  $0

1a. Description of request:
This budget supplemental requests funding for field survey and design of the selected alternative for the Jones Creek Deflection berm and alternative road and bridge alignments for Turkington Road.

1b. Primary customers:
Residents and the travelling public in the South Fork valley near Acme.

2. Problem to be solved:
The town of Acme is located on the Jones Creek alluvial fan and is at risk from a debris flow. Construction of a deflection berm would route the debris flow around the town mitigating the risk to life and property. The creek and deflection berm cross Galbraith and Turkington Roads which complicate the berm design and as the bridges are inadequate to convey the debris flow. Alternative road alignments may provide safer access and improve the reliability of the deflection berm.

3a. Options / Advantages:
An alternatives analysis was conducted in 2004 that evaluated a debris basin and debris barrier in addition to the deflection berm, as well as non-structural measures including land acquisition of high risk properties, land use regulation and monitoring. Many of the non-structural measures have already been implemented. The deflection berm was selected as the best structural measure due to the potential magnitude of a debris flow on Jones Creek.

3b. Cost savings:
N/A

4a. Outcomes:
Design of the berm and road/bridge alternatives will occur in 2014 into 2015.

4b. Measures:
Deliverables will include design plans and reports documenting the design process.

5a. Other Departments/Agencies:
The Road Division will be involved in the analysis and design of road and bridge alternatives.

5b. Name the person in charge of implementation and what they are responsible for:
Jim Karcher is responsible for coordinating with Flood staff as the design progresses.

6. Funding Source:
Flood Control Zone District Fund balance.
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – Marietta Property Acquisition

DATE: September 30, 2013

Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1625).

Background and Purpose
This supplemental budget request authorizes $35,327 of additional revenue from Estuarine and Salmon Restoration Program (ESRP) grant funding and $54,000 in additional expenditures for acquisition of properties within Marietta, as recommended in the Lower Nooksack River Comprehensive Flood Hazard Management Plan (CFHMP). The grant is being used to acquire nine properties in 2013; this supplemental request reallocates the remaining grant funding and required match forward into 2014.

Funding Amount and Source
Funding is from the Estuarine and Salmon Restoration Program and the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

Flood Control Zone District

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

Name of Request: Marietta Property Acquisition

Department Head Signature (Required on Hard Copy Submission) Date

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Request Total $0

1a. Description of request:

Property acquisition in Marietta. The additional allocation proposed in this request utilized unspent grant funding from an existing grant.

1b. Primary customers:

General public

2. Problem to be solved:

Marietta is a repetitive flood loss area subject to frequent and deep flooding posing a risk to human health and safety and public and private infrastructure.

3a. Options / Advantages:

Alternatives evaluated include 1) construction of an improved levee and pump station and 2) elevation of residences. Acquisition was the least cost alternative to provide a complete solution to the problem.

3b. Cost savings:

N/A

4a. Outcomes:

If additional voluntary sellers are identified, their properties would be acquired by the end of 2014.

4b. Measures:

Additional properties will be acquired.

5a. Other Departments/Agencies:

Eventually the need for emergency services during a flood and recovery after an event will be eliminated. This would reduce the need for services and disaster assistance from on the County's EMD, Search and Rescue, Red Cross, FEMA and the State.

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

N/A

6. Funding Source:

Partial funding from ESRP, remainder funded from Flood Control Zone District Fund balance.
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – Swift Creek Reroute

DATE: September 27, 2013

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1622).

- Background and Purpose
This supplemental budget request authorizes funding to hire a consultant firm to determine the feasibility of rerouting the North Fork of Swift Creek away from the landslide area. Swift Creek, originating on Sumas Mountain, has a long history of sediment loading and reduced hydraulic conveyance capacity with consequent flooding as a result of a natural landslide. Sediment from the slide is from a unique geologic deposit that contains naturally occurring asbestos. In addition to the asbestos content, sediment from the slide is also known to release trace metals; trace metals of concern include cadmium, cobalt, manganese, and nickel. Sediment loading within Swift Creek creates conditions that inhibit animal life and growth vegetation in and adjacent to the creek. By rerouting the North Fork of Swift Creek before it enters the landslide area, the amount of water available for conveyance of the sediment will be reduced.

- Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Chris Brueske at extension 50693, if you have any questions or concerns regarding this request.
1a. Description of request:
This supplemental budget request authorizes funding to hire a consultant firm to determine the feasibility of rerouting the North Fork of Swift Creek away from the landslide area.

1b. Primary customers:
The project is identified in the Swift Creek Sediment Management Action Plan to benefit the community near the landslide as well as an overall benefit for Whatcom County in its efforts to manage the sediment.

2. Problem to be solved:
Swift Creek, originating on Sumas Mountain, has a long history of sediment loading and reduced hydraulic conveyance capacity with consequent flooding as a result of a natural landslide. Sediment from the slide is from a unique geologic deposit that contains naturally occurring asbestos. In addition to the asbestos content, sediment from the slide is also known to release trace metals; trace metals of concern include cadmium, cobalt, manganese, and nickel. Sediment loading within Swift Creek creates conditions that inhibit animal life and growth vegetation in and adjacent to the creek. By rerouting the North Fork of Swift Creek before it enters the landslide area, the amount of water available for conveyance of the sediment will be reduced.

3a. Options / Advantages:
The project is identified as a primary response vetted through an extensive public and multi-agency process. The request will identify fatal flaws for permitting and route location before incurring the expense of design. In addition, if the decision is made to move forward, this effort will provide options for a final design.

3b. Cost savings:
This request will be phased to identify fatal flaws prior to right-of-way acquisition and design. The successful rerouting of the North Fork will provide considerable cost savings by greatly reducing the amount of sediment transportation thus expanding the life of the Phase 1 sediment basins and reducing the amount of overall system maintenance.

4a. Outcomes:
Provide the Administration and the County Council the technical information needed to decide if the project should move forward with design and construction.

4b. Measures:
Success will be measured with a decision by Whatcom County to abandon the idea or to move forward with design and construction.

5a. Other Departments/Agencies:

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**Costs:**

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Whatcom County Health Department, Washington State Department of Ecology, Environmental Protection Agency.

5b. Name the person in charge of implementation and what they are responsible for:
Roland Middleton, Special Projects Coordinator.

6. Funding Source:
Flood Control Zone District Fund balance.
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – Lower Nooksack and High Creek Flood Planning

DATE: October 8, 2013

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1624).

- Background and Purpose
This supplemental budget request authorizes $130,840 of revenue from the Estuarine and Salmon Restoration Program (ESRP) grant funding and $125,000 in additional expenditures for hydraulic modeling and preliminary design of projects recommended in the Lower Nooksack River Comprehensive Flood Hazard Management Plan (CFHMP). This work will also support the System-wide Improvement Framework being developed for the Nooksack River levees.

Additionally, this supplemental request includes $100,000 of expenditures to complete a long-term management plan for High Creek, a tributary to the North Fork near Kendall. This work is necessary to comply with a court settlement.

- Funding Amount and Source
Funding is from the Estuarine and Salmon Restoration Program and the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works
Flood Control Zone District

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

Name of Request: Flood Planning

X

Department Head Signature (Required on Hard Copy Submission) Date

10/11/2013

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Request Total | $0

1a. Description of request:

Lower Nooksack River planning includes evaluation and preliminary design of the components recommended in the Comprehensive Flood Hazard Management Plan. This work was contracted at the end of 2012 and continually appropriated into 2013. The work will continue into 2014 and $125,000 of new budget authority is needed to complete the work.

High Creek planning activities will include completion of a management plan to address ongoing sedimentation in the long-term at an estimated cost of $100,000.

1b. Primary customers:

Lower Nooksack: The general public and Diking Distnc #1

High Creek: Travelling public and adjacent landowners

2. Problem to be solved:

Comprehensive flood planning provides a systematic approach to evaluating alternatives and recommending management strategies that accomplish multiple objectives and provide longer-term solutions. The FCZD has adopted the Lower Nooksack River Comprehensive Flood Hazard Management Plan and the work proposed in this request is needed to implement the plan and complete the project already underway.

For High Creek, a court settlement directed the County to develop a long-term management plan and funding strategy.

3a. Options / Advantages:

The Lower Nooksack work is necessary to implement the adopted CFHMP and will support the System-wide Improvement Framework (SWIF) being developed to maintain eligibility of the levees in the US Army Corps of Engineers (USACE) levee rehabilitation program (PL 84-99). If the work is not completed we will not be able to fully implement the CFHMP and the levees downstream of Ferndale will not remain eligible in the USACE program.

If the High Creek plan is not completed the County will likely be responsible for long-term maintenance of the system.

3b. Cost savings:

The Lower Nooksack River work is being reimbursed at 65% through an Estuarine Salmon Restoration Program grant. Keeping the levees eligible in the PL 84-99 program provides 80% funding for repairs.
through the USACE.

The High Creek plan will include a funding strategy that may involve formation of a special district to help fund implementation of the plan.

4a. Outcomes:
The Lower Nooksack River work will result in preliminary designs and cost estimates for CFHMP components that integrate salmon recovery by the end of 2014.

The High Creek management plan is expected to be complete by the end of 2014.

4b. Measures:
Final reports documenting the work will be delivered by the consultants

5a. Other Departments/Agencies:
The Lower Nooksack River is being done in coordination with many of the resource agencies involved in salmon recovery including WDFW, the Nooksack Tribe, Lummi Nation, USFW, NOAA and Diking District #1.

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

6. Funding Source:
Partial funding from ESRP grants, remainder funded from Flood Control Zone District Fund balance.
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – Natural Resources

DATE: October 24, 2013

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1606).

- Background and Purpose
This supplemental budget request continues the Natural Resources program approved by the Council in 2013 (Supp. ID# 1526). The program comprises coordination of 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. Addition of the Natural Resource Manager position in 2013 has enhanced Whatcom County's ability to advance WRIA 1 activities and water supply planning. It has also streamlined management of various natural resource functions including shellfish protection and salmon recovery. Amounts budgeted for Professional Services in 2014 will include an update of the Coordinated Water System Plan.

- Funding Amount and Source
Funding is from Flood property tax revenues (RCW 39.34.190), Solid Waste and Noxious Weed interfund transfers.

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

Public Works

<table>
<thead>
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Expenditure Type: Ongoing
Year 2 2014
Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Natural Resources & Watershed Planning

X

Department Head Signature (Required on Hard Copy Submission)

<table>
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<tr>
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<th>Object Description</th>
<th>Amount Requested</th>
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Request Total $0

1a. Description of request:
This supplemental budget request continues the Natural Resources program approved by the Council in 2013 (Supp. ID# 1526). The program comprises coordination of 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:
Addition of the Natural Resource Manager position in 2013 has enhanced Whatcom County's ability to advance WRIA 1 activities and water supply planning. It has also streamlined management of various natural resource functions including shellfish protection and salmon recovery. Amounts budgeted for Professional Services in 2014 will include an update of the Coordinated Water System Plan.

3a. Options / Advantages:
N/A

3b. Cost savings:
Cost savings are 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 is continuation of this program, established in 2013, to advance WRIA 1 activities, Watershed Management Plan implementation, and water supply planning. It will assist in building certainty around the availability of water for various competing uses. It will also increase the efficiency of the various natural resource initiatives that Public Works manages.

4b. Measures:
N/A

Thursday, October 24, 2013
5a. Other Departments/Agencies:
This program 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, the WR/A 1 Planning Unit, the Agriculture Advisory Committee, and others.

5b. Name the person in charge of implementation and what they are responsible for:
Chris Brueske, Assistant Public Works Director, is responsible for managing the program.

6. Funding Source:
Flood property tax revenues in compliance with RCW 39.34.190, 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, Director

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

RE: 2014 Supplemental Budget Request – Nearshore Estuary Monitoring

DATE: October 14, 2013

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1614).

- Background and Purpose
This supplemental budget request authorizes $50,000 in 2014 to assist with an assessment of juvenile salmon, habitat, and prey in the Nooksack estuary and marine nearshore areas. The work will be completed by lead scientists from NOAA and the Skagit River Cooperative and local field crews, and integrated into a regional assessment project. The City of Bellingham recently completed a WRIA-1 Nearshore & Estuarine Assessment and Restoration Prioritization (CGS 2013). This report identified a critical data gap for advancing restoration work to be a juvenile salmon utilization study for both the Nooksack estuary and Whatcom County marine nearshore similar to work completed in Skagit County. This work will help guide mitigation efforts for a broad range of future River and Flood and Road projects.

- Funding Amount and Source
Funding is from the Flood Control Zone District flood tax revenues. This request will be combined with funds from the City of Bellingham ($80,000) and the Bellingham Bay Action Team ($125,000) to complete the project.

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

Public Works

Natural Resources

<table>
<thead>
<tr>
<th>Supp# ID #</th>
<th>Fund</th>
<th>Cost Center</th>
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<tr>
<td>1614</td>
<td>169</td>
<td>169119</td>
<td>Chris Brueske</td>
</tr>
</tbody>
</table>

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

Name of Request: Nearshore Estuary Monitoring

Department Head Signature (Required on Hard Copy Submission) Date

X

Mark M. Abel 10/4/2013

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
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<tr>
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<tr>
<td>$50,000</td>
<td>6630</td>
<td>Professional Services</td>
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</table>

Request Total $0

1a. Description of request:

This supplemental budget request authorizes $50,000 in 2014 to assist with an assessment of juvenile salmon, habitat, and prey in the Nooksack estuary and marine nearshore areas. The work will be completed by lead scientists from NOAA and the Skagit River Cooperative and local field crews, and integrated into a regional assessment project.

1b. Primary customers:

Landowners in priority areas identified for habitat improvements in Whatcom County coastal drainages, WRIA 1 salmon recovery partners, community members and visitors that recreate in Whatcom County waterbodies, and fishermen (commercial, tribal, and recreational).

2. Problem to be solved:

The City of Bellingham recently completed a WRIA-1 Nearshore & Estuarine Assessment and Restoration Prioritization (CGS 2013). This report identified a critical data gap for advancing restoration work to be a juvenile salmon utilization study for both the Nooksack estuary and Whatcom County marine nearshore similar to work completed in Skagit County. Additionally, finer resolution mapping of key habitat types would also advance our understanding of the locations in which protection/restoration/enhancement projects would provide the greatest benefits. This work will guide mitigation efforts for future River and Flood and Road projects.

3a. Options / Advantages:

By partnering with the Skagit River System Cooperative, NOAA, the City of Bellingham, the Bellingham Bay Action Team, and local tribes, the County will be able to engage leading regional scientists in this type of assessment, participate in a larger regional project, and determine the most beneficial projects for estuary and nearshore restoration/enhancement projects. The requested county funds ($50,000) will be combined with funds from the City of Bellingham ($80,000) and the Bellingham Bay Action Team ($125,000) to complete this work. This data gap has been recognized for years and the study would be difficult to fund independently. Results from this assessment will help identify the best projects on which to use County funds grant funds for mitigation or restoration projects.

If the County does not participate in this partnership, the other options are:

- Do not complete the study and data gap remains. Restoration/enhancement projects may not be implemented in the most beneficial locations and/or the County will have difficulty acquiring grant funds to implement projects.
- The county completes the study independently. The full cost of the project would be funded by the County and it would be difficult to have leading scientists involved in the project. (The current opportunity is scheduled to occur in the next 2-3 years).

Monday, October 14, 2013
### Supplemental Budget Request

#### Public Works

<table>
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<th>Supp1ID #</th>
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<tr>
<td>1614</td>
<td>169</td>
<td>169119</td>
<td>Chris Brueske</td>
</tr>
</tbody>
</table>

- Other community organizations will need to fund the project. The data gap may or may not be filled.

3b. **Cost savings:**

By partnering with other organizations, the County will be contributing a portion of the project cost rather than funding the entire study.

4a. **Outcomes:**

This funding will result in a comprehensive study of fish, habitat, and prey in the Nooksack estuary and marine nearshore. This information, paired with restoration opportunities identified in the City's recent report, will ensure that estuary and nearshore projects that will provide the greatest community benefit will be those prioritized for design and implementation. It will also guide mitigation for a broad range of River and Flood and Road projects.

4b. **Measures:**

Measurements of the program progress will include a description of fish utilization in the estuary and nearshore, the location of key habitat types in comparison with fish utilization, and characterization of prey species locations and abundance.

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

City of Bellingham, Skagit River System Cooperative, the Bellingham Bay Action Team, NOAA, the Nooksack Tribe, the Lummi Nation, etc.

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

Gary Stoyka, Natural Resources Manager are responsible for project oversight.

6. **Funding Source:**

Flood Control Zone District flood tax revenues.
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – Noxious Weed/AIS

DATE: September 27, 2013

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1623).

- Background and Purpose
This supplemental budget request authorizes funding for full-time seasonal inspectors and additional staff time to perform AIS inspections on boats entering Lake Whatcom and Lake Samish. This includes staff time from Noxious Weed to support work performed by Weed Control Coordinator related to AIS and funding for the county-operated online AIS certification program. This program is being conducted in coordination with the City of Bellingham and the Lake Whatcom Water and Sewer District and is intended to reduce the possibility of AIS being introduced into Whatcom County water bodies. AIS such as Zebra mussels and Quagga mussels have the potential to cause serious impacts to water quality, infrastructure, recreation, and aesthetics if they become established in Whatcom County.

- Funding Amount and Source
Funding is partially from fee revenue with the remainder from Flood Control Zone District fund balance.

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

Public Works

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

Name of Request: AIS Inspection Program

Date: 10/14/2013

Department Head Signature (Required on Hard Copy Submission)

Costs:

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Request Total: $0

1a. Description of request:

This supplemental budget request authorizes funding for full-time seasonal inspectors to perform AIS inspections on boats entering Lake Whatcom and Lake Samish ($40,000 paid to City of Bellingham to hire and manage the inspectors). This includes staff time from Noxious Weed to support work performed by Weed Control Coordinator related to AIS ($10,000) and funding for the county-operated online AIS certification program ($30,000).

1b. Primary customers:

The citizens of Whatcom County.

2. Problem to be solved:

This program is being conducted in coordination with the City of Bellingham and the Lake Whatcom Water and Sewer District and is intended to reduce the possibility of AIS being introduced into Whatcom County water bodies. AIS such as Zebra mussels and Quagga mussels have the potential to cause serious impacts to water quality, infrastructure, recreation, and aesthetics if they become established in Whatcom County.

3a. Options / Advantages:

The other options included include (a) not conducting an AIS inspection program and (b) not implementing the online AIS certification program. This supplemental budget request includes funding to include both of these programs in order to obtain a higher level of protection of Whatcom County water bodies.

3b. Cost savings:

N/A.

4a. Outcomes:

The outcome of this supplemental budget request will be a functional AIS inspection and education program.

4b. Measures:

Data will be collected on the number of inspections conducted, as well as the number of Whatcom County resident boats vs. non-County resident boats. The number of online education certificates will also be tracked.

5a. Other Departments/Agencies:

The inspection program is being coordinated with the City of Bellingham and the Lake Whatcom Water
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Noxious Weed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Suppl ID # 1623</strong></td>
<td><strong>Fund 169</strong></td>
</tr>
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</table>

and Sewer District.

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

Gary Stoyka, Natural Resources Manager, is responsible for implementing this program.

6. **Funding Source:**

Partially supported by fee revenue with the remainder funded from the Flood Control Zone District fund balance.

*Monday, October 14, 2013*
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – PIC Grant

DATE: October 14, 2013

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1628).

- Background and Purpose
The Public Works Natural Resources Division is requesting supplemental budget authority for fiscal year 2014. 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 formalizes the authority to expend these grant funds as follows during 2014:

1. A temporary, part-time field staff position will be hired to assist with water quality monitoring program for both routine and focus area monitoring. The monitoring program helps characterize water quality patterns at over ninety (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 $21,000 in 2014. The grant agreement also provides $25,000 for implementing focus area and wet-season monitoring in 2014.
2. 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 $5,000 in 2014 to support this task.
3. 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 $15,000 in 2014 to support these efforts.

- Funding Amount and Source
Funding is from an interagency agreement between the State of Washington Department of Health and Whatcom County.

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

Public Works

<table>
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<td>Erika Douglas</td>
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Expenditure Type: Ongoing
Year 2 2014
Add'l FTE □ Add'l Space □ Priority 1

Name of Request: PIC Grant

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

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<td>Request Total</td>
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1a. Description of request:
The budget supplemental authorizes the expenditure of 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:
Landowners in priority areas identified for water quality improvements in Whatcom County coastal drainages, community members and visitors that recreate in Whatcom County waterbodies, shellfish harvesters (commercial, tribal, and recreational).

2. Problem to be solved:
Elevated bacteria levels have been observed in Drayton Harbor, Nooksack River, and Birch Bay watersheds 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 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, the program 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, enhanced community outreach and engagement (neighborhood meetings and workshops, educational materials, technical and financial assistance programs), and implementation of 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.

Friday, September 27, 2013

Rpt: Rpt Suppl Regular

512
## Supplemental Budget Request

<table>
<thead>
<tr>
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<th>Natural Resources</th>
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<tr>
<td><strong>Supp’l ID #</strong> 1628</td>
<td><strong>Fund</strong> 169 <strong>Cost Center</strong> 169119 <strong>Originator:</strong> Erika Douglas</td>
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</table>

through the water quality monitoring program.

### 5a. Other Departments/Agencies:

Whatcom County Health Department, Whatcom County Planning and Development Services, Whatcom Conservation District, Washington State Departments of Health, Ecology and Agriculture.

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

Gary Stoyka, Natural Resources Manager, is responsible for project oversight. Erika Douglas, Natural Resources Senior Planner, is responsible for project management, water quality monitoring, community outreach, the 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).
A Resolution Authorizing The Levy Of Taxes for the Whatcom County Flood Control Zone District for 2014

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

The proposed resolution adopts the Whatcom County Flood Control Zone District 2014 tax levy.
RESOLUTION NO. __________
A RESOLUTION AUTHORIZING THE LEVY OF TAXES
FOR WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT (WCFCZD) FOR 2014

WHEREAS, RCW 86.15.160(3) authorizes the Board of Supervisors of the Whatcom County
Flood Control Zone District (WCFCZD) to impose an ad valorem property tax levy of up to fifty cents per
thousand dollars of assessed value upon real property within the district; and

WHEREAS, the Board of Supervisors of the WCFCZD has reviewed the proposed annual budget,
including all sources of revenues and anticipated expenditures; and,

WHEREAS, the annual budget provides detailed listings of various revenues including property
taxes; and,

WHEREAS, the FCZD has held a public hearing concerning the annual budget, the property tax
rates, and revenues included therein.

NOW, THEREFORE, BE IT RESOLVED by the WCFCZD Board of Supervisors
that amounts collected through the WCFCZD levy shall be limited to the amount of 2013 taxes, increased
for the addition of new construction and improvements to property and any increase in the value of state
assessed property. A property tax increase, in addition to the amount resulting from the addition of new
construction and improvements to property and any increase in the value of state-assessed property, is
hereby authorized for the 2014 levy in the amount of $0, which is a percentage increase of 0% from the
previous year.

ADOPTED this ___ day of _________________, 2013.

ATTEST:

Dana Brown-Davis, Council Clerk
Kathy Kershner, District Chair

APPROVED AS TO FORM:

Daniel L. Foster, Civil Deputy Prosecutor

( ) APPROVED ( ) NOT APPROVED

Jack Louws, Executive

Date:

WHATCOM COUNTY FLOOD CONTROL
ZONE DISTRICT BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON
**Title of Document:**
An Ordinance Authorizing the Levy of 2014 Property Taxes for County Road Purposes

**Attachments:**
Proposed Ordinance

<table>
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<tr>
<th>SEPA review required?</th>
<th>Yes</th>
<th>No</th>
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<td>SEPA review completed?</td>
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<td>No</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.)

The proposed ordinance authorizes the 2014 Property Tax Levy for County Road Purposes.

**Committee Action:**

**Council Action:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.*
ORDINANCE NO. ______________________________
AN ORDINANCE AUTHORIZING THE LEVY OF 2014
PROPERTY TAXES FOR COUNTY ROAD PURPOSES

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the Budget; and,

WHEREAS, the County Council held a public hearing regarding the biennial county budget which included property tax rates, and other revenues;

WHEREAS, the County Council has approved a budget for the 2013–2014 biennium, including all sources of revenues and anticipated expenditures on November 20, 2012; and,

WHEREAS, the County Council, in the course of considering the mid-biennium review and modification has reviewed all sources of revenue and examined all anticipated expenses and obligations; and,

WHEREAS, the County Council has determined it is not necessary to increase the Road Fund property tax levy for 2014, and,

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that the amounts collected through the County Road levy shall be limited to the amount of 2013 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property is hereby authorized for the 2014 levy in the amount of $0, which is a percentage increase of 0% from the previous year.
BE IT FURTHER ORDAINED AND ESTABLISHED, that the Whatcom County Council does hereby authorize diverting $806,530 of the County Road District levy for the budget year 2014 to the General Fund. Diverted County Road Taxes are to be used for traffic law enforcement in the unincorporated areas of Whatcom County.

ADOPTED this ___ day of ________________, 2013.

ATTEST:

Dana Brown-Davis, Council Clerk

Kathy Kershner, Council Chair

APPROVED AS TO FORM:

Daniel L. Gibson
Civil Deputy Prosecutor

( ) APPROVED  ( ) NOT APPROVED

Jack Louws, Executive

Date:_______
**TITLE OF DOCUMENT:**
An Ordinance Limiting the 2014 General Fund Property Tax Levy

**ATTACHMENTS:**
Proposed Ordinance

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

The proposed ordinance limits 2014 General Fund Property Tax Levy and establishes a new maximum allowable property tax levy.
ORDINANCE NO._________

AN ORDINANCE LIMITING THE 2014
GENERAL FUND PROPERTY TAX LEVY

WHEREAS, the County Council has approved a budget for the 2013–2014 biennium, including all sources of revenues and anticipated expenditures on November 20, 2012; and

WHEREAS, the County Council held a public hearing regarding the mid biennium review and modification of the county budget which included property tax rates, and other revenues;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that amounts collected through the County general levy shall be limited to the amount of 2013 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property is hereby authorized for the 2014 levy in the amount of $0, which is a percentage increase of 0% from the previous year.

ADOPTED this ___ day of ___________________, 2013

ATTEST:

Dana Brown-Davis, Council Clerk

Kathy Kershner, Council Chair

APPROVED AS TO FORM:

Daniel L. Gibson
Civil Deputy Prosecutor

( ) APPROVED   ( ) NOT APPROVED

Jack Louws, Executive

Date:__________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
**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>EB</td>
<td>11/1/13</td>
<td></td>
<td>11/12/13</td>
<td>Introduction</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>11/26/13</td>
<td>Hearing</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
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<tr>
<td>Prosecutor:</td>
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<td>11/1/13</td>
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<tr>
<td>Purchasing/Budget:</td>
<td>EB</td>
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<td>Executive:</td>
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<td>4/10/13</td>
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</table>

**TITLE OF DOCUMENT:**

An Ordinance Authorizing the Levy of Taxes for County and State Purposes in Whatcom County, Washington, for the Year of 2014

**ATTACHMENTS:**

Proposed Ordinance

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

The proposed ordinance adopts the Whatcom County 2014 Property tax levy.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE LEVY OF TAXES
FOR COUNTY AND STATE PURPOSES
IN WHATCOM COUNTY, WASHINGTON,
FOR THE YEAR OF 2014

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

WHEREAS, the County Council has approved a budget for the 2013–2014 biennium, including all sources of revenues and anticipated expenditures on November 20, 2012; and,

WHEREAS, the County Council has determined it is not necessary to increase the General Fund property tax levy for 2014 to fund essential county services, and,

WHEREAS, the County Council held a public hearing regarding the mid biennium review and modification of the county budget which included property tax rates, and other revenues;

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

(A) The property taxes for Whatcom County are hereby levied and are to be charged to the assessment and tax rolls of Whatcom County; and,

(B) Property taxes are levied in 2013 for collection in 2014; and,

(C) The amounts collected through the County general levy shall be limited to the amount of 2013 taxes increased for the addition of new construction and improvements to property and any increase in the value of state assessed property.
(D) Because the state of Washington is unable to provide the figures and documentation necessary to establish fixed levy rates, as these figures do become available from the state, levies shall be fixed per “Exhibit A” which shall be prepared by the County Assessor, and attached and incorporated herein by reference.

BE IT FURTHER ORDAINED, that the taxes to be levied against parcels of property within the Diking Districts, Drainage Districts, and Drainage Improvement Districts are to be credited to the individual maintenance funds for the year 2014, and the amounts to be apportioned to the original assessments for construction in said districts are as follows per "Exhibit B" attached hereto and incorporated herein by reference.

BE IT FURTHER ORDAINED, that if the Washington State Legislature changes any laws affecting levies contained herein, and the Prosecuting Attorney's Office concurs, the Whatcom County administration will change such levies accordingly.

ADOPTED this ___ day of _________________, 2013.

ATTEST:

Dana Brown-Davis, Council Clerk

Kathy Kershner, Council Chair

APPROVED AS TO FORM:

Daniel L. Nelson, Civil Deputy Prosecutor

Jack Louws, Executive

Date:__________
EXHIBIT A WILL BE AVAILABLE AFTER THE FIRST OF THE YEAR 2014
# 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>F</td>
<td>11/13</td>
<td>11/12/13</td>
<td>11/12/13</td>
<td>Introduction</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>V</td>
<td>11/1/13</td>
<td></td>
<td>11/26/13</td>
<td>Hearing</td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>BB</td>
<td>11/1/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>A</td>
<td>11/4/13</td>
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<td></td>
</tr>
</tbody>
</table>

## TITLE OF DOCUMENT:
Adoption of an Ordinance Authorizing the Levy of Taxes for County Conservation Futures Purposes for 2014

## ATTACHMENTS:
Proposed Ordinance

## SEPA review required? ( ) Yes ( x ) NO
SEPA review completed? ( ) 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 proposed ordinance adopts the Whatcom County 2014 tax levy for Conservation Futures.

## 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).
ORDINANCE NO. ______________
AN ORDINANCE AUTHORIZING THE LEVY OF TAXES
FOR CONSERVATION FUTURES PURPOSES FOR 2014

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

WHEREAS, the County Council has approved a budget for the 2013-2014 biennium, including all sources of revenues and anticipated expenditures on November 20, 2012; and,

WHEREAS, the County Council held a public hearing regarding the mid biennium review and modification of the county budget which included property tax rates, and other revenues;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that amounts collected through the County Conservation Futures levy shall be limited to the amount of 2013 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase, in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, is hereby authorized for the 2014 levy in the amount of $0, which is a percentage increase of 0% from the previous year.

ADOPTED this ___ day of ______________, 2013

ATTEST:

Dana Brown-Davis, Council Clerk

Kathy Kershner, Council Chair

APPROVED AS TO FORM:

Daniel L. Libson

Civil Deputy Prosecutor

( ) APPROVED  ( ) NOT APPROVED

Jack Louws, Executive

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>
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<th>Assigned to:</th>
</tr>
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<td>Intro</td>
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<td>11/26/13</td>
<td>Finance Committee; Council</td>
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<td>Dept. Head:</td>
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<td></td>
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<tr>
<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>
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**RECEIVED**

NOV 05 2013

WHATCOM COUNTY COUNCIL

**TITLE OF DOCUMENT:** 2013 Supplemental Budget Request #14

**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>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( X ) 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.)

Supplemental #14 requests funding from the General Fund:

1. To appropriate $10,000 in Council to increase funding for outside legal counsel.
2. To appropriate $5,000 in the Sheriff’s Office to fund Organized Crime Drug Enforcement Task Force overtime.
3. To appropriate $3,600 in the Sheriff’s Office to fund law enforcement policy manual subscription.
4. To appropriate $136,876 to fund increase in Consolidated Homeless Grant Program.
5. To appropriate $21,540 to fund North Sound Mental Health Admin grant program increase.
6. To appropriate $5,250 to fund litter grant work crew.
7. To appropriate $78,100 to fund Eldridge Farm purchase of development rights.
8. To appropriate $160,500 to fund Holz Farm purchase of development rights.

**COMMITTEE ACTION:**

<table>
<thead>
<tr>
<th>COUNCIL ACTION:</th>
</tr>
</thead>
</table>

Related County Contract #:  
Related File Numbers:  
Ordinance or Resolution Number:
ORDINANCE NO.
AMENDMENT NO. 14 OF THE 2013 BUDGET

WHEREAS, the 2013-2014 budget was adopted November 20, 2012; and,
WHEREAS, changing circumstances require modifications to the approved 2013-2014
budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by
the Whatcom County Council.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2013-
2014 Whatcom County Budget Ordinance #2012-048 is hereby amended by adding the
following additional amounts to the 2013 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Council</td>
<td>10,000</td>
<td>-</td>
<td>10,000</td>
</tr>
<tr>
<td>Sheriff</td>
<td>8,600</td>
<td>(8,600)</td>
<td>-</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>18,600</td>
<td>(8,600)</td>
<td>10,000</td>
</tr>
<tr>
<td>Homeless Housing Fund</td>
<td>158,416</td>
<td>(158,416)</td>
<td>-</td>
</tr>
<tr>
<td>Solid Waste Fund</td>
<td>5,250</td>
<td>(5,250)</td>
<td>-</td>
</tr>
<tr>
<td>Conservation Futures Fund</td>
<td>238,600</td>
<td>(110,000)</td>
<td>128,600</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>420,866</td>
<td>(282,266)</td>
<td>138,600</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:

- Add 2 FTE staff guardian ad litem positions in Juvenile

- Reduce 1 FTE Public Health Nurse position in Health

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

Civil Deputy Prosecutor Jack Louws, County Executive

Date: ________________

I:\BUDGET\SUPPLS\2013_Suppl\Supplemental #14-2013.doc
<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased Expenditure (Decrease)</th>
<th>(Increased) Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Council</td>
<td>To increase funding for outside legal counsel</td>
<td>10,000</td>
<td>-</td>
<td>10,000</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund Organized Crime Drug Enforcement Task Force overtime</td>
<td>5,000</td>
<td>(5,000)</td>
<td>-</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund law enforcement policy manual subscription</td>
<td>3,600</td>
<td>(3,600)</td>
<td>-</td>
</tr>
<tr>
<td>Total General Fund</td>
<td></td>
<td>18,600</td>
<td>(8,600)</td>
<td>10,000</td>
</tr>
<tr>
<td>Homeless Housing Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health</td>
<td>To fund increase in Consolidated Homeless Grant program</td>
<td>136,876</td>
<td>(136,876)</td>
<td>-</td>
</tr>
<tr>
<td>Health</td>
<td>To fund North Sound Mental Health Admin grant program increase</td>
<td>21,540</td>
<td>(21,540)</td>
<td>-</td>
</tr>
<tr>
<td>Total Homeless Housing Fund</td>
<td></td>
<td>158,416</td>
<td>(158,416)</td>
<td>-</td>
</tr>
<tr>
<td>Solid Waste Fund</td>
<td>To fund litter grant work crew</td>
<td>5,250</td>
<td>(5,250)</td>
<td>-</td>
</tr>
<tr>
<td>Conservation Futures Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning</td>
<td>To fund Eldrige Farm purchase of development rights.</td>
<td>78,100</td>
<td>(35,000)</td>
<td>43,100</td>
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<tr>
<td>Planning</td>
<td>To fund Holz Farm purchase of development rights.</td>
<td>160,500</td>
<td>(75,000)</td>
<td>85,500</td>
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<tr>
<td>Total Conservation Futures Fund</td>
<td></td>
<td>238,600</td>
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<tr>
<td>Total Supplemental</td>
<td></td>
<td>420,866</td>
<td>(282,266)</td>
<td>138,600</td>
</tr>
</tbody>
</table>
Supplemental Budget Request

Council

Suppl ID # 1710 Fund 1 Cost Center 1100 Originator: Marina Engels

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

Name of Request: Outside legal Council - additional funds

Department Head Signature (Required on Hard Copy Submission) Date

X 10.23.13

Costs:

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<th>Object</th>
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<tbody>
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<td>6630.902</td>
<td>Professional Services</td>
<td>$10,000</td>
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<tr>
<td>Request Total</td>
<td></td>
<td>$10,000</td>
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</table>

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:

Whatcom County

2. Problem to be solved:

There are insufficient funds in the Council’s budget to pay for the services through the end of the process.

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:

Wednesday, October 23, 2013
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: October 28, 2013
SUBJECT: Supplemental Budget ID #1720 DTF OCDETF FY2014

The attached supplemental budget requests budget authority (revenue and expenditure) for overtime services for Federal Organized Crime Drug Enforcement Task Forces (OCDETF) investigations.

Background and Purpose
The Sheriff’s Office entered into an Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement for Fiscal Year 2014 (W.C. Contract No. 201310016) to participate in the investigation and prosecution of major drug trafficking organizations.

Deputies assigned to assist in OCDETF investigations may perform a variety of functions, including: interviewing witnesses, conducting surveillance, performing undercover assignments, handling informant transportation and/or prisoner transportation, preparing and executing search and arrest warrants, serving subpoenas, assisting with trial preparation, and testifying at trials.

The U.S. Department of Justice will reimburse the Sheriff’s Office for overtime of deputies engaged in these federal OCDETF investigations.

Funding Amount and Source
Funding of $5,000 will be provided by U.S. Department of Justice OCDETF State and Local Overtime Fund, CFDA No. 16.111.

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

Thank you.
# Supplemental Budget Request

**Status:** Pending

**Sheriff Operations**

<table>
<thead>
<tr>
<th>Supp'ID #</th>
<th>1720</th>
<th>Fund 1</th>
<th>Cost Center</th>
<th>1003513007</th>
<th>Originator:</th>
<th>Dawn Pierce</th>
</tr>
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</table>

**Expenditure Type:** One-Time  
**Year:** 2013  
**Priority:** 1

**Name of Request:** DTF OCDETF FY2014

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

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<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
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<td>4342.1013</td>
<td></td>
<td>Reimb Drug Enforcement</td>
<td>($5,000)</td>
</tr>
<tr>
<td>6140</td>
<td></td>
<td>Overtime</td>
<td>$4,343</td>
</tr>
<tr>
<td>6210</td>
<td></td>
<td>Retirement</td>
<td>$226</td>
</tr>
<tr>
<td>6230</td>
<td></td>
<td>Social Security</td>
<td>$332</td>
</tr>
<tr>
<td>6259</td>
<td></td>
<td>Worker's Comp-Interfund</td>
<td>$99</td>
</tr>
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</table>

**Request Total:** $0

### 1a. Description of request:

The Sheriff's Office entered into an Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement for Fiscal Year 2014 to participate in the investigation and prosecution of major drug trafficking organizations. The U.S. Department of Justice will reimburse the Sheriff's Office for overtime of detectives engaged in these federal OCDETF investigations.

### 1b. Primary customers:

Citizens of Whatcom County.

### 2. Problem to be solved:

Additional budget authority is needed to provide the contracted services.

### 3a. Options / Advantages:

### 3b. Cost savings:

Reimbursement of $5,000.00

### 4a. Outcomes:

Sheriff's Office Drug Task Force detectives will participate in federal OCDETF investigations.

### 4b. Measures:

Activity logs will be completed and monthly reports prepared.

### 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:

$5,000.00 from U.S. Department of Justice Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime Fund, CFDA No. 16.111.

*Wednesday, October 30, 2013*
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: October 15, 2013
SUBJECT: Supplemental Budget ID# 1620
Law Enforcement Policy Manual Subscription

The attached Supplemental Budget requests increases in revenue and expenditure line items to provide budget authority for Sheriff’s Office Law Enforcement (LE) Policy Manual subscription.

Background and Purpose
The Washington Counties Risk Pool (WCRP) pays for Sheriff’s Office Law Enforcement Policy Manual annual subscription. The WCRP has paid for this subscription directly in past years. In September 2013, the WCRP informed the Sheriff’s Office that normal procedure is for the local agency to pay for the subscription and subsequently receive reimbursement from WCRP.

The increase in expenditures will be directly off-set by an increase in revenue.

Funding Amount and Source
The Washington Counties Risk Pool will provide $3,600.00 for annual LE Policy Manual subscription for the Sheriff’s Office.

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

Thank you.
Supplemental Budget Request

Status: Pending

Sheriff Administration

Supp't ID # 1620 Fund 1 Cost Center 2900 Originator: Dawn Pierce

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

Name of Request: Law Enforcement Policy Manual Subscription

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>4369.9001</td>
<td>Miscellaneous Revenues</td>
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</tr>
<tr>
<td>8340</td>
<td>Books-Publications-Supsc</td>
<td>$3,600</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Budget authority is needed for Sheriff's Office annual Law Enforcement Policy Manual subscription.

1b. Primary customers:
Whatcom County Sheriff's Office

2. Problem to be solved:
The Washington Counties Risk Pool (WCRP) has paid for this subscription directly in past years. However, the WCRP recently informed the Sheriff's Office that normal procedure is for the local agency to pay for the subscription and subsequently receive reimbursement from WCRP.

3a. Options / Advantages:

3b. Cost savings:
$3,600.00

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:
n/a

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

6. Funding Source:
Washington Counties Risk Pool will provide $3,600 for annual Law Enforcement Policy Manual subscription.

Tuesday, October 15, 2013
Memorandum

TO: Jack Louws, County Executive

FROM: Regina Delahunt, Director

DATE: October 25, 2013

RE: 2013 Housing Fund Supplemental Request

Two supplemental budget requests are attached for Homeless Housing Fund, fund 122. Both requests are for grant funded programs where the grant award exceeded the amount anticipated in the 2013-14 budget. The requests are:

Consolidated Homeless Grant (CHG): This is a grant from Washington State Department of Commerce. The CHG program combines state homeless resources into a single grant. The CHG supports an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. CHG supports a variety of activities, including:

- Operation of emergency shelter and transitional housing units
- Rental assistance
- Data collection and reporting

These funds are used in Whatcom County to fund Opportunity Council homeless housing activities and Lydia Place, a shelter serving homeless families with children.

NSMHA Mental Health Housing Grant: This program provides housing for individuals who have a mental illness and who are homeless. This funding is used to stabilize housing and move individuals toward permanent housing. The majority of this funding is passed-through to the Whatcom Homeless Service Center at the Opportunity Council. A portion of this funding also supports a program for youth at Northwest Youth Services.

Please let me know if you have any questions. Any program related questions can also be directed to Anne Deacon.
Supplemental Budget Request

Status: Pending

Health

[Details about Health]

Human Services

[Details about Human Services]

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

Name of Request: Consolidated Homeless Grant

[Signature and Date]

Costs:

<table>
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<tr>
<td>6610</td>
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Request Total: $0

1a. Description of request:
Amendments occurred to the Consolidated Homeless Grant during 2013 that increased funding for this program. This request establishes these contract changes in the budget.

1b. Primary customers:
Homeless in Whatcom County.

2. Problem to be solved:
This program houses homeless individuals and families and also works to prevent homelessness.

3a. Options / Advantages:
This is a grant funded program

3b. Cost savings:
Homelessness can be costly for taxpayers when you review data for hospitalizations, prison and jail information and emergency shelters. By focusing our resources on ending homelessness, we can make real progress toward eradicating the social problem while helping the county's most vulnerable residents.

4a. Outcomes:
Reduction in number of homeless individuals and families in Whatcom County.

4b. Measures:
Homeless data systems, annual homeless census

5a. Other Departments/Agencies:
NA

5b. Name the person in charge of implementation and what they are responsible for:
Opportunity Council is the primary contractor performing this work.

6. Funding Source:
Washington State Department of Commerce grant.
## Supplemental Budget Request

**Status:** Pending

### Health

- **Suppl ID #:** 1709
- **Fund:** 122
- **Cost Center:** 122400
- **Originator:** Christy Fowler

### Human Services

- **Expenditure Type:** One-Time
- **Year:** 1
- **Priority:** 1

### Name of Request: NSMHA Housing 2013

- **Signature:** Regina A. Deacon
- **Date:** 10/25/13

### Costs:

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**Request Total:** $0

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1a. **Description of request:**

This grant was authorized in an amount that is higher than anticipated in the 2013-14 budget. This request will increase appropriations to the full amount of the grant from North Sound Mental Health Administration. The grant supports housing for persons with mental illness.

1b. **Primary customers:**

Residents of Whatcom County who are suffering from mental illness and who are homeless.

2. **Problem to be solved:**

Homelessness amongst the mentally ill population.

3a. **Options / Advantages:**

People with mental illness who are in safe, affordable housing improve their lives.

3b. **Cost savings:**

Homelessness can be costly for taxpayers when you review data for hospitalizations, prison and jail information and emergency shelters. By focusing our resources on ending homelessness, we can make real progress toward eradicating the social problem while helping the county’s most vulnerable residents.

4a. **Outcomes:**

Reduction in number of homeless people suffering from mental illness.

4b. **Measures:**

Homeless data systems, annual homeless census

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

This grant will fund community agencies that provide the program services.

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

Anne Deacon, Human Services Manager

6. **Funding Source:**

North Sound Mental Health Administration grant funding
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2013 Supplemental Budget Request – Solid Waste

DATE: September 27, 2013

**Requested Action**
Enclosed for your review and consideration is a supplemental budget request for 2013 (see attached Supplemental Budget Request #1643).

**Background and Purpose**
This supplemental budget request authorizes additional revenue in the amount of $5,250 from Department of Ecology grant funding to be added to the Solid Waste budget for total grant revenue of $18,500 for litter related services. Availability of litter grant funding beyond June 30, 2013 was unknown at the time of the 2013-2014 budget preparation. Public Works Solid Waste Division has now received notification of Department of Ecology grant funding for litter related activities. It is necessary to add both revenue and expenditure authority now that funding is known for the remainder of 2013. Additionally, disposal costs have been less than expected, so a decrease of $1,000 in disposal costs will be moved to the Corrections Reimbursable line item. The Solid Waste Executive Committee has recommended approval of this supplemental.

**Funding Amount and Source**
Funding is from the Washington State Department of Ecology.

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

Public Works  Solid Waste

<table>
<thead>
<tr>
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<td>140309</td>
<td>Shonda Shipman</td>
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Expenditure Type: One-Time  Year 1 2013  Add'l FTE  Add'l Space  Priority 1

Name of Request: Litter Grant Funding 2013

X  

Department Head Signature (Required on Hard Copy Submission)  Date

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<td>6990</td>
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Request Total  $0

1a. Description of request:
This supplemental budget request authorizes an additional $5,250 from Department of Ecology grant funding to be added to the Solid Waste budget for total grant revenue of $18,500 for litter related services.

1b. Primary customers:
The citizens of Whatcom County.

2. Problem to be solved:
Availability litter grant funding beyond June 30, 2013 was unknown at the time of the 2013-2014 budget preparation. Public Works Solid Waste Division has now received notification of Department of Ecology grant funding for litter related activities. It is necessary to add both revenue and expenditure authority now that funding is known for the remainder of 2013. Additionally, disposal costs have been less than expected, so a decrease of $1,000 in disposal costs will be moved to the Corrections Reimbursable line item.

3a. Options / Advantages:
Litter funding requires no matching monies. Activities reimbursed at 100%.

3b. Cost savings:
None. This program would not take place without this funding.

4a. Outcomes:
Adopt a Road and other litter activities will be continued.

4b. Measures:
Tonnage of litter removed.

5a. Other Departments/Agencies:
Interdepartmental agreement with Corrections as well as assistance from Public Works Maintenance and Operations.

5b. Name the person in charge of implementation and what they are responsible for:
Chris Brueske, Assistant Public Works Director.

6. Funding Source:
Washington State Department of Ecology.
MEMORANDUM

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

THROUGH: Sam Ryan, Director

FROM: Mark Personius, Long Range Planning Division Manager; Karin Wessman, Planner I

DATE: October 10, 2013

RE: Resolution and Supplemental Budget Request for Eldridge Conservation Easement

Introduction

The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 110 development rights on approximately 778 acres. The Purchase of Development Rights Oversight Committee recommended the purchase of two additional development rights on the 11-acre Eldridge farm property. A supplemental budget request in the amount of $78,100 is proposed, which will allow for this purchase to take place (see below for details). The action requested is to authorize purchase based on the contingencies included in the purchase and sale agreement. Attached to this memo is the supplemental budget request.

Background and Purpose

The Eldridge property, located north of Deming, off of South Pass Rd on Leibrant Road, in unincorporated Whatcom County, is the sixteenth purchase under the County’s Agricultural Purchase of Development Rights Program. The property is currently an active farm, used for the production of hay and for grazing in support of an adjacent dairy. This supplemental budget request totaling $78,100 provides for the cost of easement purchase and other associated costs (please refer to the table below).

After the purchase has been approved and completed, Whatcom County will issue a reimbursement request of $35,000 to the USDA-NRCS Farm and Ranch Lands Protection Program (through the Commodity Credit Corporation). Therefore, the final Whatcom County budget request will be $43,100.

The total purchase price for the existing developments rights on the farm is $70,000, and is acceptable to the owners. The value is derived by an appraisal completed by a professional appraiser, and confirmed by an appraisal reviewer. Fifty percent or $35,000 of the easement purchase price will be reimbursed by the USDA-NRCS Farm
and Ranch Lands Protection Program. The matching funds are from a 2012 Cooperative Agreement with Whatcom County (USDA Agreement No. 73-0546-12-003; Whatcom County Contract No. 201208017).

**Eldridge PDR Supplemental Budget Request**

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<tr>
<td>· Background Documents preparation</td>
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<tr>
<td>Closing Costs</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 78,100</strong></td>
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USDA program match to be reimbursed $ 35,000

**Whatcom County - Conservation Futures Fund** $ 43,100

**Request Summary**

This request is consistent with Resolution 2010-022 (re-affirmed in Resolutions 2011-013 and 2012-012), which authorizes the Executive to enter into a purchase and sale agreement, provided:

a. Appraisals are completed and conservation easements are drafted which meet the requirements of both the Whatcom County Purchase of Development Rights program, and the federal or state match funding agency;

b. Matching funds are provided by either the Federal Farm and Ranchland Protection Program or the State Recreation and Conservation Office to cover 50% of each easement purchase price; and

c. Landowners have agreed to the offer price and conservation easement conditions.

Commitments are in place for all of the above provisions related to the Eldridge easement purchase.

The purchase and sale agreement includes the understanding that the seller accepts the appraised value, accepts the terms and conditions contained in the conservation easement, and understands that this purchase is contingent on receiving matching funds from USDA-NRCS. It obligates both parties to act on the agreement within 90 days of signature. With the exception of approving the supplemental budget request, no further action will be required for the purchase of this conservation easement if all the terms of the purchase and sale agreement are met.

Upon county budget authorization, and authorization by the USDA-NRCS, final purchase of the Eldridge farm property conservation easement will be completed.

Please contact Planner _Karin Wessman_ at (360) 676-6907 if you have any questions or concerns regarding the terms of this request.
## Supplemental Budget Request

### Planning & Development Services

<table>
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### Name of Request: Eldridge PDR

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

![Signature]

**Date:** 10-14-13

### Costs:

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<th>Object</th>
<th>Object Description</th>
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<tr>
<td>7320</td>
<td>Land</td>
<td>$78,100</td>
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**Request Total:** $0

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### 1a. Description of request:

The proposed budget amendment is for the purchase of development rights on the Eldridge farm. Over 11 acres will be under a perpetual conservation easement which will be monitored by Whatcom Land Trust. The Easement limits the uses on the property to soil based agriculture.

### 1b. Primary customers:

The community at large benefits from this program due to the permanent protection of the land for farming purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to agriculture, wildlife, water quality, and stormwater retention are among the benefits for the community.

### 2. Problem to be solved:

The primary focus of the Purchase of Development Rights Program is to permanently protect prime/productive agricultural land from conversion to non-agricultural uses. This property is prime and is located in an area targeted for agricultural land preservation by the Agricultural Advisory Committee.

### 3a. Options / Advantages:

The Agricultural Advisory Committee has considered the PDR program an integral component of any overall agricultural protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural land. TDRs are contemplated in the future. PDR's are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural lands.

### 3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff, and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent agricultural development pattern in a given area. Maintaining a critical mass of viable agricultural land – especially land with water rights as this has – also helps support the agriculture economy.

### 4a. Outcomes:

The PDR program originally targeted 10,000 acres for purchase. Since that time the Council endorsed a "Rural Land Study" that has targeted some 25,000 acres of agricultural lands within rural zoned land that they would like to see with additional protection. This additional acreage will require significant increase in funding for the PDR program as well as the development of additional innovative techniques. The addition of this farm to the PDR land base will occur, if funded, by the end of December.

*Thursday, October 10, 2013*
Supplemental Budget Request

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<td><strong>Originator:</strong> Karin Wessman</td>
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**4b. Measures:**

The easement on this farm will be purchased with assistance from a Title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request.

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

This project is a joint project which involves the USDA-NRCS (partial funding), the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding.

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

The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County.

**6. Funding Source:**

Conservation Futures Fund (as requested) and an existing contract with USDA-NRCS (through the Commodity Credit Corporation) for $35,000. USDA-NRCS will reimburse up to their contract amount after purchase. Therefore the total coming out of Conservation Futures will be $43,100.
MEMORANDUM

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

THROUGH: Sam Ryan, Director

FROM: Mark Personius, Long Range Planning Division Manager; Karin Wessman, Planner I

DATE: October 10, 2013

RE: Resolution and Supplemental Budget Request for Holz Conservation Easement

Introduction

The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 110 development rights on approximately 778 acres. The Purchase of Development Rights Oversight Committee recommended the purchase of three additional development rights on the 37-acre Holz farm property. A supplemental budget request in the amount of $160,500 is proposed, which will allow for this purchase to take place (see below for details). The action requested is to authorize purchase based on the contingencies included in the purchase and sale agreement. Attached to this memo is the supplemental budget request.

Background and Purpose

The Holz property, located north of Bellingham, South of Ferndale, and east of the Guide Meridian on Laurel Road, in unincorporated Whatcom County, is the fifteenth purchase under the County’s Agricultural Purchase of Development Rights Program. The property is currently an active farm, leased for the production of hay and for grazing in support of an adjacent dairy. This supplemental budget request totaling $160,500 provides for the cost of easement purchase and other associated costs (please refer to the table below).

After the purchase has been approved and completed, Whatcom County will issue a reimbursement request of $75,000 to the USDA-NRCS Farm and Ranch Lands Protection Program (through the Commodity Credit Corporation). Therefore, the final Whatcom County budget request will be $85,500.

The total purchase price for the existing developments rights on the farm is $150,000, and is acceptable to the owners. The value is derived by an appraisal completed by a professional appraiser, and confirmed by an appraisal reviewer. Fifty percent or $75,000 of the easement purchase price will be reimbursed by the USDA-NRCS Farm
and Ranch Lands Protection Program. The matching funds are from a 2012 Cooperative Agreement with Whatcom County (USDA Agreement No. 73-0546-12-003; Whatcom County Contract No.201208017).

**Holz PDR Supplemental Budget Request**

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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$160,500</strong></td>
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</table>

USDA program match to be reimbursed $75,000

**Whatcom County - Conservation Futures Fund** $85,500

**Request Summary**

This request is consistent with Resolution 2010-022 (re-affirmed in Resolutions 2011-013 and 2012-012), which authorizes the Executive to enter into a purchase and sale agreement, provided:

a. Appraisals are completed and conservation easements are drafted which meet the requirements of both the Whatcom County Purchase of Development Rights program, and the federal or state match funding agency;

b. Matching funds are provided by either the Federal Farm and Ranchland Protection Program or the State Recreation and Conservation Office to cover 50% of each easement purchase price; and

c. Landowners have agreed to the offer price and conservation easement conditions.

Commitments are in place for all of the above provisions related to the Holz easement purchase.

The purchase and sale agreement includes the understanding that the seller accepts the appraised value, accepts the terms and conditions contained in the conservation easement, and understands that this purchase is contingent on receiving matching funds from USDA-NRCS. It obligates both parties to act on the agreement within 90 days of signature. With the exception of approving the supplemental budget request, no further action will be required for the purchase of this conservation easement if all the terms of the purchase and sale agreement are met.

Upon county budget authorization, and authorization by the USDA-NRCS, final purchase of the Holz farm property conservation easement will be completed.

Please contact Planner _Karin Wessman_ at (360) 676-6907 if you have any questions or concerns regarding the terms of this request.
Supplemental Budget Request

Planning & Development Services

Supp# ID # 1689  Fund 175  Cost Center 17550  Originator: Karin Wessman
Expenditure Type: One-Time  Year 1 2013  Add'l FTE □  Add'l Space □  Priority 1

Name of Request: Holz PDR #3

X

Department Head Signature (Required on Hard Copy Submission)  Date

10-14-13

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<td>Request Total</td>
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1a. Description of request:

The proposed budget amendment is for the purchase of development rights on the Holz farm. Over 36 acres will be under a perpetual conservation easement which will be monitored by Whatcom Land Trust. The Easement limits the uses on the property to soil based agriculture.

1b. Primary customers:

The community at large benefits from this program due to the permanent protection of the land for farming purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to agriculture, wildlife, water quality and stormwater retention are among the benefits for the community.

2. Problem to be solved:

The primary focus of the Purchase of Development Rights Program is to permanently protect prime/productive agricultural land from conversion to non-agricultural uses. This property is prime and is located in an area targeted for agricultural land preservation by the Agricultural Advisory Committee.

3a. Options / Advantages:

The Agricultural Advisory Committee has considered the PDR program an integral component of any overall agricultural protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural land. TDRs are contemplated in the future. PDR’s are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent agricultural development pattern in a given area. Maintaining a critical mass of viable agricultural land – especially land with water rights as this has – also helps support the agriculture economy.

4a. Outcomes:

The PDR program originally targeted 10,000 acres for purchase. Since that time the Council endorsed a "Rural Land Study" that has targeted some 25,000 acres of agricultural lands within rural zoned land that they would like to see with additional protection. This additional acreage will require significant increase in funding for the PDR program as well as the development of additional innovative techniques. The addition of this farm to the PDR land base will occur, if funded, by the end of December.

Thursday, October 10, 2013
Supplemental Budget Request

Planning & Development Services        Planning

Supp'l ID # 1689  Fund 175  Cost Center 17550  Originator: Karin Wessman

4b. Measures:
The easement on this farm will be purchased with assistance from a Title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request.

5a. Other Departments/Agencies:
This project is a joint project which involves the USDA-NRCS (partial funding), the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding.

5b. Name the person in charge of implementation and what they are responsible for:
The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County.

6. Funding Source:
Conservation Futures Fund (as requested) and an existing contract with USDA-NRCS (through the Commodity Credit Corporation) for $75,000. USDA-NRCS will reimburse up to their contract amount after purchase. Therefore the total coming out of Conservation Futures will be $85,500.
Ordinance to rescind and replace Ordinance 82-109 amended through Ordinance 2006-007 and codified in Whatcom County Code as Chapter 5.04.080, with the EMS Oversight board (WCC 5.04.080) and Technical Advisory Board (WCC 5.04.085) defining the composition and duties of these newly established Boards.

ATTACHMENTS: Memo and Ordinance

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

Ordinance to replace the EMS Advisory Board with the EMS Oversight Board and Technical Advisory Board as resolved through Joint Resolution 2012-016.

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: County Executive
INTRODUCTION DATE: _________

ORDINANCE NO. _________

Ordinance to Replace the Emergency Medical and Ambulance Advisory Board
Established Through Whatcom County Ordinance No. 82-109 and Amended
Through Ordinance 2006-007 (codified in Whatcom County Code as Chapter
5.04.080) with the EMS Oversight Board and Technical Advisory Board Defining the
Composition and Duties of These Newly Established Boards

WHEREAS, the EMS policy committee was formed by both Whatcom County and City of
Bellingham Councils, ensuring equitable representation of Whatcom County and the City of
Bellingham, and the policy committee appointed subcommittees to address the issues related to
emergency medical services in Whatcom County; and

WHEREAS, in June 2012, the Whatcom County Council and the Bellingham City Council
passed a Joint Resolution of the City of Bellingham and Whatcom County Adopting the Jointly
Recommended Business Model for County Wide Emergency Medical Services (EMS); and

WHEREAS, the June 2012 joint resolution called for establishment of an EMS Oversight
Board ("EOB") and a Technical Advisory Board ("TAB"); and

WHEREAS, this ordinance is intended to establish the role and composition of the EOB
and TAB as clarified by the parties through the development of the Advanced Life Support (ALS)
Services Interlocal Agreement; and

WHEREAS, it is intended that the EOB and the TAB replace the current Emergency
Medical and Ambulance Advisory Board established through Ordinance 82-109 and amended
through Ordinance 2006-007 and codified in Whatcom County Code as Chapter 5.04.080.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the
Whatcom County Code, Section 5.04.080 is amended, and Section 5.04.085 is created as
shown in Exhibit A by the Whatcom County Council.
ADOPTED this ___ day of __________, 2013.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Kathy Kershner, Council Chair

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

APPROVED AS TO FORM:

Daniel L. Timson

Jack Louws, County Executive

Civil Deputy Prosecutor

( ) Approved    ( ) Denied

Date Signed: ______________________
504.080 Emergency medical and ambulance advisory board. EMS Oversight Board

A. Composition.

There is created a joint, cooperative emergency medical and ambulance advisory services oversight board, consisting of the following nine members:

1. The Whatcom County executive;
2. The mayor of Bellingham;
3. A mayor of an incorporated city, other than Bellingham, selected by the Small Cities Mayors’ Association;
4. One Bellingham City Council member;
5. The chair of the Whatcom County council or his/her designee;
6. Four fire district commissioners (one from each region—north, south, east, west) County Fire District Commissioner, appointed by the County Fire Commissioner’s Association;
7. One fire chief selected by Whatcom County Fire Chiefs’ Association (advisory only) A medical community citizen representative, appointed jointly by the County Executive and Mayor of Bellingham;
8. The Bellingham fire chief or fire department medical services officer (advisory only) A financial/budget citizen representative, appointed jointly by the County Executive and the Mayor of Bellingham;
9. The medical program director (advisory only) A citizen at large, appointed jointly by the county Executive and Mayor of Bellingham.

The Whatcom County executive shall serve as chairperson of the board, unless the board shall elect at a meeting another of its members as chairperson.

B. Duties of the EMS Oversight Board.

The EMS Oversight Board shall:

1. Act to coordinate and improve ambulance and related medical transportation services throughout Whatcom County. With the active advice and participation of the TAB, make recommendations to Whatcom County and the Cities and Fire Districts of Whatcom County regarding administration, operations, levels of service, and EMS budgets and financial reporting including but not limited to the objectives and actions described in Attachment "A" Whatcom County EMS Administrative Services; and;
2. Be the primary agency for settling disputes between ambulance services and government agencies operating ambulance services throughout Whatcom County, organization responsible for framing the ongoing vision of an integrated and coordinated EMS system; and;
3. Make budgetary recommendations for ambulance services. Hold at least four meetings per year (quarterly) to review the status of emergency medical services in Whatcom County and to develop recommendations; provided that all nine members shall be voting members and provided further that a quorum of six members is required in order for the board to take final action through a majority vote such as voting on a recommendation; and.
4. Advise the council and other agencies on improvements to ambulance services. Refer appropriate technical, operational, and medical matters to the Technical Advisory Board.

5. Ensure that Hold at least two public meetings each year with the primary purpose of:

   a. Sharing progress and accomplishments from previous year (March/April meeting); and

   b. Reviewing and commenting on the projected budget and goals for the new year (August/September meeting). Meetings of the EMS Oversight board are open and accessible to the public. At every meeting the board will schedule an open session to take public comment.

6. Designate the Whatcom County Executive as the chairperson of the Board and designate the staff for the Board. The Board may select a vice chair who may serve as interim chair in the absence of the County Executive.

7. In making recommendations, strive to stay within the adopted county budget and service provider contracts. Any recommendation will include a fiscal analysis and funding recommendation.

5.04.085 EMS Technical Advisory Board

A. Composition

There is created a joint, cooperative emergency medical services technical advisory board, consisting of the following ten members:

1. A member appointed by the Whatcom County Fire Chiefs Association;

2. A member appointed by the County Executive from the Whatcom County Administration;

3. A hospital/medical community representative, appointed jointly by the County Executive and the Mayor of Bellingham;

4. A member appointed by Whatcom County Fire District 7 as an ALS Service Provider;

5. A member appointed by the City of Bellingham Fire Department as an ALS Service Provider;

6. A member from the What-Comm Dispatch Center, appointed jointly by the County Executive and Mayor of Bellingham;

7. A paramedic training education provider, appointed jointly by the County Executive and Mayor of Bellingham;

8. A member appointed by the Whatcom County EMS/Trauma Care Council;

9. A member appointed by the Mayor of Bellingham from the City of Bellingham administration; and

10. The Medical Program Director.

B. Board Officer and Staff Support
1. County Executive shall appoint Chair and Vice Chair.

2. The Chair shall be responsible for convening and conducting meetings.

3. Staff support of the TAB shall be designated by and serve under the direction of the County Executive.

4. The TAB may create other interim work groups to assist the TAB in making recommendations. The interim work groups may include other members of the community not part of the TAB.

C. Duties of the EMS Technical Advisory Board

The Technical Advisory Board shall:

1. Serve as advisors and make recommendations to the EOB and to Emergency Medical Service Providers in Whatcom County regarding operational, educational, and logistical components of basic through advanced life support services; and

2. Monitor the Emergency Medical Services provided throughout Whatcom County and make recommendations to the EOB designed to improve the efficiency and effectiveness of those services.

3. Hold meetings as needed with the primary purpose of making such recommendations in an efficient and focused manner.

4. Strive to make recommendations by consensus. In the absence of consensus recommendations may be made by a majority of all members of the TAB.

5. Coordinate ongoing training standards and services.

6. Strive to make recommendations that stay within the adopted county budget and service provider contracts. Any recommendations will include a fiscal analysis and funding recommendation.

C. The chairperson of the board may call the board into session on his/her own motion, and the chairperson shall convene the board when requested to do so by a participating agency. (Ord. 2006-007; Ord. 82-109; prior code § 4.02.080).
5.04.080 EMS Oversight Board

A. Composition
There is created a joint, cooperative emergency medical and ambulance advisory services oversight board, consisting of the following nine members:

1. The Whatcom County Executive;
2. The Mayor of Bellingham;
3. A mayor of an incorporated city, other than Bellingham, appointed by the Small Cities Mayors’ Association;
4. One Bellingham City Council member;
5. One Whatcom County Council member;
6. County Fire District Commissioner, appointed by the County Fire Commissioner’s Association;
7. A medical community citizen representative, appointed jointly by the County Executive and Mayor of Bellingham;
8. A financial/budget citizen representative, appointed jointly by the County Executive and the Mayor of Bellingham;
9. A citizen at large, appointed jointly by the county Executive and Mayor of Bellingham.

B. Duties of the EMS Oversight Board.

The EMS Oversight Board shall:

1. With the active advice and participation of the TAB, make recommendations to Whatcom County and the Cities and Fire Districts of Whatcom County regarding administration, operations, levels of service, and EMS budgets and financial reporting including but not limited to the objectives and actions described in Attachment “A” Whatcom County EMS Administrative Services; and

2. Be the primary organization responsible for framing the ongoing vision of an integrated and coordinated EMS system; and

3. Hold at least four meetings per year (quarterly) to review the status of emergency medical services in Whatcom County and to develop recommendations; provided that all nine members shall be voting members and provided further that a quorum of six members is required in order for the board to take final action through a majority vote such as voting on a recommendation; and.

4. Refer appropriate technical, operational, and medical matters to the Technical Advisory Board.

5. Ensure that meetings of the EMS Oversight board are open and accessible to the Public. At every meeting the board will schedule an open session to take public comment.
6. Designate the Whatcom County Executive as the chairperson of the Board and designate the staff for the Board. The Board may select a vice chair who may serve as interim chair in the absence of the County Executive.

7. Strive to make recommendations that stay within the adopted county budget and service provider contracts. Any recommendation will include a fiscal analysis and funding recommendation.

5.04.085 EMS Technical Advisory Board

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3. A hospital/medical community representative, appointed jointly by the County Executive and the Mayor of Bellingham;

4. A member appointed by Whatcom County Fire District 7 as an ALS Service Provider;

5. A member appointed by the City of Bellingham Fire Department as an ALS Service Provider;

6. A member from the What-Comm Dispatch Center, appointed jointly by the County Executive and Mayor of Bellingham;

7. A paramedic training education provider, appointed jointly by the County Executive and Mayor of Bellingham.

8. A member appointed by the Whatcom County EMS/Trauma Care Council;

9. A member appointed by the Mayor of Bellingham from the City of Bellingham administration; and

10. The Medical Program Director.

B. Board Officer and Staff Support:

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1. Serve as advisors and make recommendations to the EOB and to Emergency Medical Service Providers in Whatcom County regarding operational, educational, and logistical components of basic through advanced life support services; and

2. Monitor the Emergency Medical Services provided throughout Whatcom County and make recommendations to the EOB designed to improve the efficiency and effectiveness of those services.

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5. Coordinate ongoing training standards and services.

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(Ord. 2006-007; Ord. 82-109; prior code § 4.02.080).
ATTACHMENT “A”

Whatcom County EMS Administrative Services

- Maintain the EMS system as an integrated regional network (county-wide) of Basic Life Support (BLS) and Advanced Life Support (ALS) services provided by Whatcom County, local Cities and County Fire Districts
  - Firefighter Emergency Medical Technicians (EMTs) provide first-on-scene response to EMS calls and provide BLS services
  - ALS services provided by a limited number of providers
  - Regional programs emphasize uniformity of medical care across jurisdictions, consistency and excellence in training, and medical quality assurance

- Make regional delivery and funding decisions cooperatively to ensure ALS delivery from a system-wide perspective
  - EMS Oversight Board (EOB) - monitor uniformity and consistency of the system and provide counsel to Whatcom County EMS Administration

- Develop and implement strategic initiatives to provide greater efficiencies within the system that (TAB will play an integral part in making recommendations to the county):
  - Maintain or improve current standards of patient care
    - Regional Medical Direction
    - BLS/ALS protocols
    - Medical Program Director (MPD) & Hospital research studies
    - Monitoring and evaluating nationwide and international studies and trends
  - Improve the operational efficiencies of the system to help contain costs
    - Standardize paramedic student training requirements; consolidate and conduct joint training
    - Strengthen cross-jurisdictional agreements
  - Manage the rate of growth in the demand for ALS services
    - Number of and Location of ALS units
      - Unit workload
      - Unit response time
      - Availability in primary service area and dependency on backup
      - Frequency and service impact of multiple alarms
      - Paramedic exposure to critical skill sets
      - Projection of calls
      - Population trends
    - BLS vs. ALS patient care; triage
    - Transport services
    - Coordination on EMS system development with local health care providers, EMS Trauma Care Council(s) and State Department of Health
ATTACHMENT “A”

- Ensure the EMS system operates in coordinated partnerships between the BLS agencies and ALS providers through regionalization, collaboration and cross-jurisdictional coordination; examples include
  - Equipment exchange
  - Equipment research
  - Group purchasing
  - Equipment specifications
  - Paramedic/EMT interaction training
559
559

WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES | Initial Date | Date Received in Council Office | Agenda Date | Assigned to:
---|---|---|---|---
Originator: | | | 11/12/13 | Intro
Division Head: | | | 11/26/13 | Finance Committee; Council
Dept. Head: | | | |
Prosecutor: | | | |
Purchasing/Budget: | | | |
Executive: | | | |

RECEIVED
NOV 05 2013
WHATCOM COUNTY COUNCIL

TITLE OF DOCUMENT: 2014 Supplemental Budget Request #2

ATTACHMENTS: Ordinance, Memoranda & Budget Modification Requests

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

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

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

Supplemental #2 requests funding from the General Fund:

1. To appropriate $153,480 to General Fund departments for health insurance increase.
2. To increase 2014 Auditor revenue accounts by $137,500.
3. To decrease County Clerk revenue accounts by $31,000 and move the dependency guardian ad litem budget of $400,000 to Juvenile.
4. To record adjustments to District Court revenue accounts of net $105,000 decrease.
5. To appropriate $42,000 in Extension for 2014 Strengthening Families Program.
6. To record net adjustments in 2014 Health budget of $319,999 net increase in expenditures and $317,465 net increase in revenue accounts.
7. To record adjustment to Juvenile revenue detention bed rent account of $30,000 decrease.
8. To appropriate $400,000 in Juvenile from moving the dependency guardian ad litem program from County Clerk.
9. To re-appropriate $460,396 in Non-Departmental to fund the Assessor Treasurer System completion.
10. To appropriate $30,000 in Non-Departmental to fund the Whatcom County Council on Aging Meals on Wheels program.
11. To appropriate $11,658 in Non-Departmental to fund the increase in the 2014 General Fund portion of WhatComm dispatch fees.
12. To appropriate $75,000 in Non-Departmental to fund LEAN initiatives.
13. To appropriate $100,000 in Non-Departmental to fund Emergency Management – Emergency Operations Center lease.
14. To record adjustments to 2014 General Fund revenue accounts of $109,000 increase in Non-Departmental.

Continued on Next Page

COMMITTEE ACTION:

COUNCIL ACTION:

Ordinance or Resolution Number:
559
Continued from Previous Page:
15. To appropriate $50,000 in Non-Departmental to fund Emergency Medical Services administration from EMS Fund transfer.
16. To appropriate $6,000 in Parks to fund increased operational costs at Senior Centers.
17. To increase Planning & Development Services revenue accounts by $165,000.
18. To appropriate $33,797 in Public Defender to fund attorney training travel costs and contracted service clerical support.
19. To increase the Road Fund Tax Diversion to Sheriff for traffic policing by $100,000.
20. To appropriate $30,000 in Sheriff to fund enhanced patrols on the Nooksack River.
21. To record adjustments in Treasurer revenue accounts of net $140,000 increase.

From the Road Fund:
22. To appropriate $66,000 in Road to fund 2014 health insurance increase, LEAN and other training, and reimburse ER&R for generator set located at Gooseberry dock.

From Election Reserves Fund:
23. To appropriate $600 to fund 2014 health insurance increase.

From Veteran’s Relief Fund:
24. To appropriate $60 to fund 2014 health insurance increase.

From the Jail Fund:
25. To appropriate $32,100 in Jail to fund 2014 health insurance increase and increase in physician services contract.
26. To record increase in Jail commissary revenue of $48,000.

From Low Income Housing Fund:
27. To appropriate $50,000 to fund increase in Low Income Housing activities.

From the Homeless Housing Fund:
28. To appropriate $432,722 to fund health insurance increase, Emergency Solutions grant activities, North Sound Mental Health Administration housing activities, and an increase in SB 1359 homeless housing activities; most activities partially or fully funded by increases of $349,730 in revenues.
29. To increase SB 2163 revenue accounts by $74,111.

From the Stormwater Fund:
30. To appropriate $30,326 to fund health insurance increase and increase funding for new stormwater position.

From the Mental Health/Chemical Dependency Fund:
31. To appropriate $120 to fund 2014 health insurance increase.

From the Countywide Emergency Medical Services Fund (EMS Fund):
32. To appropriate $5,703,606 to adjust the 2014 EMS fund budget to implement the new 2014 Countywide Emergency Medical Services program partially offset by $4,216,000 revenue.

From the Solid Waste Fund:
33. To appropriate $180,250 to fund Comprehensive Solid & Hazardous Waste Management Plan update and to fund litter grant work crew.
34. To record increase in Coordinated Prevention grant revenue of $138,328.

From the Emergency Management Fund:
35. To appropriate $1,200 to fund health insurance increase.

Continued on next page.
Continued from previous page.

From the Ferry Fund:
36. To appropriate $2,000 to fund needs-based ferry pass application screening.

From the Equipment Rental & Revolving Fund:
37. To appropriate $700,600 to fund health insurance increase and to fund road materials inventory purchases for resale from sales proceeds.

From the Administrative Services Fund:
38. To appropriate $14,460 to fund health insurance increases in all divisions.
39. To decrease revenue and appropriations of $200,000 in copier lease 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>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessor</td>
<td>2,400</td>
<td>-</td>
<td>2,400</td>
</tr>
<tr>
<td>Auditor</td>
<td>1,800</td>
<td>(137,500)</td>
<td>(135,700)</td>
</tr>
<tr>
<td>County Council</td>
<td>7,800</td>
<td>-</td>
<td>7,800</td>
</tr>
<tr>
<td>County Clerk</td>
<td>(399,400)</td>
<td>31,000</td>
<td>(368,400)</td>
</tr>
<tr>
<td>District Court</td>
<td>2,700</td>
<td>105,000</td>
<td>107,700</td>
</tr>
<tr>
<td>District Court Probation</td>
<td>900</td>
<td>-</td>
<td>900</td>
</tr>
<tr>
<td>Executive</td>
<td>2,340</td>
<td>-</td>
<td>2,340</td>
</tr>
<tr>
<td>Extension</td>
<td>42,000</td>
<td>(42,000)</td>
<td>-</td>
</tr>
<tr>
<td>Health</td>
<td>355,699</td>
<td>(317,465)</td>
<td>38,234</td>
</tr>
<tr>
<td>Juvenile</td>
<td>402,400</td>
<td>30,000</td>
<td>432,400</td>
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<tr>
<td>Non-Departmental</td>
<td>727,054</td>
<td>(159,000)</td>
<td>568,054</td>
</tr>
<tr>
<td>Parks</td>
<td>8,400</td>
<td>-</td>
<td>8,400</td>
</tr>
<tr>
<td>Planning &amp; Development Services</td>
<td>3,600</td>
<td>(165,000)</td>
<td>(161,400)</td>
</tr>
<tr>
<td>Prosecuting Attorney</td>
<td>18,000</td>
<td>-</td>
<td>18,000</td>
</tr>
<tr>
<td>Public Defender</td>
<td>45,197</td>
<td>-</td>
<td>45,197</td>
</tr>
<tr>
<td>Sheriff</td>
<td>82,500</td>
<td>(100,000)</td>
<td>(17,500)</td>
</tr>
<tr>
<td>Superior Court Administration</td>
<td>(17,200)</td>
<td>25,000</td>
<td>7,800</td>
</tr>
<tr>
<td>Treasurer</td>
<td>1,140</td>
<td>(140,000)</td>
<td>(138,860)</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td><strong>1,287,330</strong></td>
<td><strong>(869,965)</strong></td>
<td><strong>417,365</strong></td>
</tr>
<tr>
<td>Road</td>
<td>66,000</td>
<td>-</td>
<td>66,000</td>
</tr>
<tr>
<td>Election Reserves</td>
<td>600</td>
<td>-</td>
<td>600</td>
</tr>
<tr>
<td>Veteran's Relief</td>
<td>60</td>
<td>-</td>
<td>60</td>
</tr>
<tr>
<td>Jail</td>
<td>32,100</td>
<td>(48,000)</td>
<td>(15,900)</td>
</tr>
<tr>
<td>Low Income Housing</td>
<td>50,000</td>
<td>(28,536)</td>
<td>21,464</td>
</tr>
<tr>
<td><strong>Subtotal Supplemental</strong></td>
<td><strong>1,436,090</strong></td>
<td><strong>(946,501)</strong></td>
<td><strong>489,589</strong></td>
</tr>
<tr>
<td>Description</td>
<td>Amount 1</td>
<td>Amount 2</td>
<td>Amount 3</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>------------</td>
<td>----------------</td>
<td>------------</td>
</tr>
<tr>
<td>Subtotal from Previous Page</td>
<td>1,436,090</td>
<td>(946,501)</td>
<td>489,589</td>
</tr>
<tr>
<td>Homeless Housing</td>
<td>432,722</td>
<td>(423,841)</td>
<td>8,881</td>
</tr>
<tr>
<td>Stormwater</td>
<td>30,326</td>
<td>-</td>
<td>30,326</td>
</tr>
<tr>
<td>Mental Health/Chemical Dependency</td>
<td>120</td>
<td>-</td>
<td>120</td>
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<tr>
<td>Countywide Emergency Medical Services</td>
<td>5,703,606</td>
<td>(4,216,000)</td>
<td>1,487,606</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>180,250</td>
<td>(143,578)</td>
<td>36,672</td>
</tr>
<tr>
<td>Emergency Management</td>
<td>1,200</td>
<td>-</td>
<td>1,200</td>
</tr>
<tr>
<td>Ferry</td>
<td>2,000</td>
<td>-</td>
<td>2,000</td>
</tr>
<tr>
<td>Equipment Rental &amp; Revolving</td>
<td>700,600</td>
<td>(779,800)</td>
<td>(79,200)</td>
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<tr>
<td>Administrative Services</td>
<td>(185,540)</td>
<td>200,000</td>
<td>14,460</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td>8,301,374</td>
<td>(6,309,720)</td>
<td>1,991,654</td>
</tr>
</tbody>
</table>

**ADOPTED** this ___ day of ________________, 2013.

**ATTEST:**

Dana Brown-Davis, Council Clerk

Kathy Kershner, Chair of the Council

( ) Approved  ( ) Denied

Jack Louws, County Executive

Date: ____________________________
## WHATCOM COUNTY
### Summary of the 2014 Supplemental Budget Ordinance No. 2

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessor</td>
<td>To fund 2014 health insurance increase in Assessor's Office - see Suppl ID #1665</td>
<td>2,400</td>
<td>-</td>
<td>2,400</td>
</tr>
<tr>
<td>Auditor</td>
<td>To increase 2014 Auditor revenue accounts</td>
<td>-</td>
<td>(137,500)</td>
<td>(137,500)</td>
</tr>
<tr>
<td>Auditor</td>
<td>To fund 2014 health insurance increase in Auditor's Office - see Suppl ID #1665</td>
<td>1,800</td>
<td>-</td>
<td>1,800</td>
</tr>
<tr>
<td>County Council</td>
<td>To fund 2014 health insurance increase in Council Office - see Suppl ID #1665</td>
<td>7,800</td>
<td>-</td>
<td>7,800</td>
</tr>
<tr>
<td>County Clerk</td>
<td>To fund 2014 health insurance increase in County Clerk's Office - see Suppl ID #1665</td>
<td>600</td>
<td>-</td>
<td>600</td>
</tr>
<tr>
<td>County Clerk</td>
<td>To record adjustments to 2014 County Clerk revenues</td>
<td>-</td>
<td>31,000</td>
<td>31,000</td>
</tr>
<tr>
<td>County Clerk</td>
<td>To move dependency GAL budget to Juvenile</td>
<td>(400,000)</td>
<td>-</td>
<td>(400,000)</td>
</tr>
<tr>
<td>District Court</td>
<td>To record adjustments to 2014 District Court revenues.</td>
<td>-</td>
<td>105,000</td>
<td>105,000</td>
</tr>
<tr>
<td>District Court</td>
<td>To fund 2014 health insurance increase in District Court - see Suppl ID #1665</td>
<td>2,700</td>
<td>-</td>
<td>2,700</td>
</tr>
<tr>
<td>District Court Probation</td>
<td>To fund 2014 health insurance increase in District Court Probation - see Suppl ID #1665</td>
<td>900</td>
<td>-</td>
<td>900</td>
</tr>
<tr>
<td>Executive</td>
<td>To fund 2014 health insurance increase in County Executive's Office - see Suppl ID #1665</td>
<td>2,340</td>
<td>-</td>
<td>2,340</td>
</tr>
<tr>
<td>Extension</td>
<td>To fund 2014 Strengthening Families Program.</td>
<td>42,000</td>
<td>(42,000)</td>
<td>-</td>
</tr>
<tr>
<td>Health</td>
<td>To fund 2014 health insurance increase in Health - see Suppl ID #1665</td>
<td>35,700</td>
<td>-</td>
<td>35,700</td>
</tr>
<tr>
<td>Health</td>
<td>To fund Health Dept health insurance increase billing rate adjustments.</td>
<td>(270)</td>
<td>-</td>
<td>(270)</td>
</tr>
<tr>
<td>Health</td>
<td>To decrease funding due to discontinuance of WAHA Medicaid services</td>
<td>(80,000)</td>
<td>80,000</td>
<td>-</td>
</tr>
<tr>
<td>Health</td>
<td>To decrease funding due to discontinuance of Medical Reserve Corps</td>
<td>(5,000)</td>
<td>5,000</td>
<td>-</td>
</tr>
<tr>
<td>Health</td>
<td>To decrease maternity support revenues.</td>
<td>-</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Health</td>
<td>To decrease maternity Medicaid service revenues.</td>
<td>-</td>
<td>38,000</td>
<td>38,000</td>
</tr>
<tr>
<td>Health</td>
<td>To decrease WIC caseload service revenues.</td>
<td>-</td>
<td>21,950</td>
<td>21,950</td>
</tr>
<tr>
<td>Health</td>
<td>To decrease funding in HIV prevention services.</td>
<td>-</td>
<td>21,642</td>
<td></td>
</tr>
<tr>
<td>Health</td>
<td>To record increased Medicaid administrative match revenue.</td>
<td>-</td>
<td>(4,000)</td>
<td>(4,000)</td>
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<tr>
<td>Health</td>
<td>To decrease medical billing revenue - TB screening.</td>
<td>-</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
<td>Health</td>
<td>To decrease emergency response revenue.</td>
<td>-</td>
<td>11,130</td>
<td>11,130</td>
</tr>
<tr>
<td>Health</td>
<td>To decrease medical billing revenue - clinical services.</td>
<td>-</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td>Health</td>
<td>To decrease medical billing revenue - Tuberculosis</td>
<td>-</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Health</td>
<td>To decrease funding for medical billing system software support - community health administration.</td>
<td>-</td>
<td>(7,500)</td>
<td>(7,500)</td>
</tr>
</tbody>
</table>

---

564
<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase/Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health</td>
<td>To decrease funding for medical billing system software support - communicable disease &amp; epidemiology administration.</td>
<td>(7,500)</td>
<td>-</td>
<td>(7,500)</td>
</tr>
<tr>
<td>Health</td>
<td>To fund OSS Deferred Loan Program - Year 2</td>
<td>60,000</td>
<td>(60,000)</td>
<td>-</td>
</tr>
<tr>
<td>Health</td>
<td>To fund increase in Developmental Disability services.</td>
<td>366,127</td>
<td>(366,127)</td>
<td>-</td>
</tr>
<tr>
<td>Health</td>
<td>To record increase in OSS permit activity revenue.</td>
<td>-</td>
<td>(84,750)</td>
<td>(84,750)</td>
</tr>
<tr>
<td>Health</td>
<td>To record increase in the revenue transfer from the Homeless Housing Fund for program administration.</td>
<td>-</td>
<td>(7,168)</td>
<td>(7,168)</td>
</tr>
<tr>
<td>Juvenile</td>
<td>To fund 2014 health insurance increase in Juvenile - see Suppl ID #1665</td>
<td>2,400</td>
<td>-</td>
<td>2,400</td>
</tr>
<tr>
<td>Juvenile</td>
<td>To record decrease in detention bed rent revenue.</td>
<td>-</td>
<td>30,000</td>
<td>30,000</td>
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<tr>
<td>Juvenile</td>
<td>To fund dependency Guardian Ad Litem Program in Juvenile.</td>
<td>400,000</td>
<td>-</td>
<td>400,000</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>To reappropriate funding for Assessor Treasurer System completion.</td>
<td>460,396</td>
<td>-</td>
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<tr>
<td>Non-Departmental</td>
<td>To fund Whatcom Council on Aging Meals on Wheels program.</td>
<td>30,000</td>
<td>-</td>
<td>30,000</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>To fund increase in 2014 What-Comm dispatch costs.</td>
<td>11,658</td>
<td>-</td>
<td>11,658</td>
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<tr>
<td>Non-Departmental</td>
<td>To fund LEAN initiatives.</td>
<td>75,000</td>
<td>-</td>
<td>75,000</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>To fund Emergency Management - Emergency Operations Center lease.</td>
<td>100,000</td>
<td>-</td>
<td>100,000</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>To record adjustments to 2014 General Fund revenue accounts.</td>
<td>-</td>
<td>(109,000)</td>
<td>(109,000)</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>To fund EMS Administration from EMS Fund transfer.</td>
<td>50,000</td>
<td>(50,000)</td>
<td>-</td>
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<tr>
<td>Parks</td>
<td>To fund 2014 health insurance increase in Parks - see Suppl ID #1665</td>
<td>2,400</td>
<td>-</td>
<td>2,400</td>
</tr>
<tr>
<td>Parks</td>
<td>To fund increased operational costs at Senior Centers.</td>
<td>6,000</td>
<td>-</td>
<td>6,000</td>
</tr>
<tr>
<td>Planning &amp; Development Services</td>
<td>To increase 2014 health insurance increase in Planning - see Suppl ID #1665</td>
<td>3,600</td>
<td>-</td>
<td>3,600</td>
</tr>
<tr>
<td>Planning &amp; Development Services</td>
<td>To increase 2014 PDS revenue accounts.</td>
<td>-</td>
<td>(165,000)</td>
<td>(165,000)</td>
</tr>
<tr>
<td>Prosecuting Attorney</td>
<td>To fund 2014 health insurance increase in Prosecuting Attorney - see Suppl ID #1665</td>
<td>18,000</td>
<td>-</td>
<td>18,000</td>
</tr>
<tr>
<td>Public Defender</td>
<td>To fund 2014 health insurance increase in Public Defender - see Suppl ID #1665</td>
<td>11,400</td>
<td>-</td>
<td>11,400</td>
</tr>
<tr>
<td>Public Defender</td>
<td>To fund travel costs for mandatory attorney training.</td>
<td>10,000</td>
<td>-</td>
<td>10,000</td>
</tr>
<tr>
<td>Public Defender</td>
<td>To fund contracted service clerical support.</td>
<td>23,797</td>
<td>-</td>
<td>23,797</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund 2014 health insurance increase in Sheriff's Office - see Suppl ID #1665</td>
<td>52,500</td>
<td>-</td>
<td>52,500</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To increase Road Fund Tax Diversion for Traffic Law Enforcement</td>
<td>-</td>
<td>(100,000)</td>
<td>(100,000)</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund enhanced patrols on the Nooksack River.</td>
<td>30,000</td>
<td>-</td>
<td>30,000</td>
</tr>
<tr>
<td>Superior Court Administration</td>
<td>To fund 2014 health insurance increase in Superior Court - see Suppl ID #1665</td>
<td>7,800</td>
<td>-</td>
<td>7,800</td>
</tr>
<tr>
<td>Superior Court Administration</td>
<td>To remove civil commitment budget.</td>
<td>(25,000)</td>
<td>25,000</td>
<td>-</td>
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</table>
## WHATCOM COUNTY

### Summary of the 2014 Supplemental Budget Ordinance No. 2

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treasurer</td>
<td>To fund 2014 health insurance increase in Treasurer - see Suppl ID #1665</td>
<td>1,140</td>
<td>-</td>
<td>1,140</td>
</tr>
<tr>
<td>Treasurer</td>
<td>To record 2014 revenue adjustments</td>
<td>-</td>
<td>(140,000)</td>
<td>(140,000)</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td></td>
<td><strong>1,287,330</strong></td>
<td><strong>(869,965)</strong></td>
<td><strong>417,365</strong></td>
</tr>
<tr>
<td><strong>Road Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works - Road (All Divisions)</td>
<td>To fund 2014 Health Insurance increase.</td>
<td>9,000</td>
<td>-</td>
<td>9,000</td>
</tr>
<tr>
<td>Public Works - Administration</td>
<td>To fund LEAN and other training.</td>
<td>40,000</td>
<td>-</td>
<td>40,000</td>
</tr>
<tr>
<td>Public Works - Administration</td>
<td>To fund reimbursement to ER&amp;R for generator set located at the Gooseberry dock.</td>
<td>17,000</td>
<td>-</td>
<td>17,000</td>
</tr>
<tr>
<td><strong>Total Road Fund</strong></td>
<td></td>
<td><strong>66,000</strong></td>
<td>-</td>
<td><strong>66,000</strong></td>
</tr>
<tr>
<td><strong>Election Reserves Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>To fund 2014 Health Insurance increase.</td>
<td>600</td>
<td>-</td>
<td>600</td>
</tr>
<tr>
<td><strong>Veteran's Relief Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>To fund 2014 Health Insurance increase.</td>
<td>60</td>
<td>-</td>
<td>60</td>
</tr>
<tr>
<td><strong>Jail Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jail</td>
<td>To fund 2014 Health Insurance increase.</td>
<td>2,100</td>
<td>-</td>
<td>2,100</td>
</tr>
<tr>
<td>Jail</td>
<td>To record increase in commissary revenue.</td>
<td>-</td>
<td>(48,000)</td>
<td>(48,000)</td>
</tr>
<tr>
<td>Jail</td>
<td>To fund increase in physician services.</td>
<td>30,000</td>
<td>-</td>
<td>30,000</td>
</tr>
<tr>
<td><strong>Total Jail Fund</strong></td>
<td></td>
<td><strong>32,100</strong></td>
<td><strong>(48,000)</strong></td>
<td><strong>(15,900)</strong></td>
</tr>
<tr>
<td><strong>Low Income Housing Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>To fund increase in Low Income Housing activities.</td>
<td>50,000</td>
<td>-</td>
<td>(28,536)</td>
</tr>
<tr>
<td><strong>Homeless Housing Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health</td>
<td>To fund 2014 Health Insurance increase.</td>
<td>90</td>
<td>-</td>
<td>90</td>
</tr>
<tr>
<td>Health</td>
<td>To record increase in SB 2163 revenue.</td>
<td>-</td>
<td>(74,111)</td>
<td>(74,111)</td>
</tr>
<tr>
<td>Health</td>
<td>To fund increase in SB 1359 homeless housing activities.</td>
<td>100,000</td>
<td>(45,248)</td>
<td>54,752</td>
</tr>
<tr>
<td>Health</td>
<td>To fund Emergency Solutions grant activities.</td>
<td>148,192</td>
<td>(160,207)</td>
<td>(12,015)</td>
</tr>
<tr>
<td>Health</td>
<td>To fund North Sound Mental Health Administration housing activities.</td>
<td>184,440</td>
<td>(144,275)</td>
<td>40,165</td>
</tr>
<tr>
<td><strong>Total Homeless Housing Fund</strong></td>
<td></td>
<td><strong>432,722</strong></td>
<td><strong>(423,841)</strong></td>
<td><strong>8,881</strong></td>
</tr>
<tr>
<td><strong>Stormwater Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works - Stormwater</td>
<td>To fund 2014 Health Insurance increase.</td>
<td>600</td>
<td>-</td>
<td>600</td>
</tr>
<tr>
<td>Public Works - Stormwater</td>
<td>To increase funding for new stormwater position.</td>
<td>29,726</td>
<td>-</td>
<td>29,726</td>
</tr>
<tr>
<td><strong>Total Stormwater Fund</strong></td>
<td></td>
<td><strong>30,326</strong></td>
<td>-</td>
<td><strong>30,326</strong></td>
</tr>
<tr>
<td><strong>Mental Health/Chemical Dependency Fund</strong></td>
<td>To fund 2014 Health Insurance increase.</td>
<td>120</td>
<td>-</td>
<td>120</td>
</tr>
<tr>
<td><strong>Countywide Emergency Medical Services Fund</strong></td>
<td>To fund Countywide Emergency Medical Services Program.</td>
<td>5,703,606</td>
<td>(4,216,000)</td>
<td>1,487,606</td>
</tr>
<tr>
<td><strong>Solid Waste Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works - Solid Waste</td>
<td>To record increase in grant revenue.</td>
<td>-</td>
<td>(138,328)</td>
<td>(138,328)</td>
</tr>
<tr>
<td>Public Works - Solid Waste</td>
<td>To fund Comprehensive Solid &amp; Hazardous Waste Management Plan update.</td>
<td>175,000</td>
<td>-</td>
<td>175,000</td>
</tr>
<tr>
<td>Public Works - Solid Waste</td>
<td>To fund litter grant work crew.</td>
<td>5,250</td>
<td>(5,250)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Solid Waste Fund</strong></td>
<td></td>
<td><strong>180,250</strong></td>
<td><strong>(143,578)</strong></td>
<td><strong>36,672</strong></td>
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<tr>
<td><strong>Emergency Management Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>To fund 2014 Health Insurance increase.</td>
<td>1,200</td>
<td>-</td>
<td>1,200</td>
</tr>
<tr>
<td><strong>Ferry Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>To fund needs-based ferry pass application screening.</td>
<td>2,000</td>
<td>-</td>
<td>2,000</td>
</tr>
<tr>
<td><strong>Equipment Rental &amp; Revolving</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works - ER&amp;R</td>
<td>To fund 2014 Health Insurance increase.</td>
<td>600</td>
<td>-</td>
<td>600</td>
</tr>
</tbody>
</table>
### WHATCOM COUNTY

#### Summary of the 2014 Supplemental Budget Ordinance No. 2

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works - ER&amp;R</td>
<td>To fund road materials inventory purchases for resale from sales proceeds.</td>
<td>700,000</td>
<td>(779,800)</td>
<td>(79,800)</td>
</tr>
<tr>
<td>Total Equipment Rental &amp; Revolving</td>
<td></td>
<td>700,600</td>
<td>(779,800)</td>
<td>(79,200)</td>
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</table>

#### Administrative Services Fund

<table>
<thead>
<tr>
<th>All Divisions</th>
<th>To fund 2014 Health Insurance increase.</th>
<th>14,460</th>
<th>-</th>
<th>14,460</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance</td>
<td>To decrease copier lease budget.</td>
<td>(200,000)</td>
<td>200,000</td>
<td>-</td>
</tr>
<tr>
<td>Total Administrative Services Fund</td>
<td></td>
<td>(185,540)</td>
<td>200,000</td>
<td>14,460</td>
</tr>
</tbody>
</table>

| Total Supplemental | 8,301,374 | (6,309,720) | 1,991,654 |
# Supplemental Budget Request

**Status:** Pending

### Administrative Services
- **Suppl ID #** 1665
- **Fund** 1
- **Cost Center**
- **Originator:** Marianne Caldwell

### Finance
- **Expenditure Type:** Ongoing
- **Year** 2
- **Add'l FTE** [ ]
- **Add'l Space** [ ]
- **Priority** 1

**Name of Request:** 2014 Health Insurance Increase - General Fund

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

**Date:** 11/5/13

### 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>($153,480)</td>
</tr>
<tr>
<td>6245</td>
<td>Medical Insurance</td>
<td>$153,480</td>
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</tbody>
</table>

**Request Total:** $0

---

### 1a. Description of request:
Increase departmental budgets to allow for a $600 per year health insurance premium increase per regular employee. See attached listing of cost centers affected.

### 1b. Primary customers:
Only employees in bargaining units with settled contracts

### 2. Problem to be solved:
The Executive recognizes that health insurance premiums are continuing to rise and in order to prevent hardship for the employees has proposed that the County will cover up to a $50 per month increase in insurance premiums.

### 3a. Options / Advantages:
The other option is to do nothing which could cause employees to carry a larger share of the health insurance coverage costs.

### 3b. Cost savings:
none

### 4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

### 4b. Measures:
n/a

### 5a. Other Departments/Agencies:
Affects all departments

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

### 6. Funding Source:
Fund Balance
# 2014 Health Insurance Adjustments

**By General Fund Department**

<table>
<thead>
<tr>
<th>Fund Dept/Div</th>
<th>C.C. #</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Assessor Total</td>
<td></td>
<td>2,400</td>
</tr>
<tr>
<td>Auditor Total</td>
<td></td>
<td>1,800</td>
</tr>
<tr>
<td>Council Total</td>
<td></td>
<td>7,800</td>
</tr>
<tr>
<td>County Clerk Total</td>
<td></td>
<td>600</td>
</tr>
<tr>
<td>District Court Total</td>
<td></td>
<td>2,700</td>
</tr>
<tr>
<td>District Court Probation Total</td>
<td></td>
<td>900</td>
</tr>
<tr>
<td>Executive Total</td>
<td></td>
<td>2,340</td>
</tr>
<tr>
<td>Health Total</td>
<td></td>
<td>35,700</td>
</tr>
<tr>
<td>Juvenile Total</td>
<td></td>
<td>2,400</td>
</tr>
<tr>
<td>Parks Total</td>
<td></td>
<td>2,400</td>
</tr>
<tr>
<td>Planning Total</td>
<td></td>
<td>3,600</td>
</tr>
<tr>
<td>Prosecutor Total</td>
<td></td>
<td>18,000</td>
</tr>
<tr>
<td>Public Defender Total</td>
<td></td>
<td>11,400</td>
</tr>
<tr>
<td>Sheriff Total</td>
<td></td>
<td>52,500</td>
</tr>
<tr>
<td>Superior Court Total</td>
<td></td>
<td>7,800</td>
</tr>
<tr>
<td>Treasurer Total</td>
<td></td>
<td>1,140</td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td>153,480</td>
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</table>


## 2014 Health Insurance Adjustments by Fund

<table>
<thead>
<tr>
<th>Fund</th>
<th>Fund#</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AS Total</td>
<td>14460</td>
<td></td>
</tr>
<tr>
<td>DEM Total</td>
<td>1200</td>
<td></td>
</tr>
<tr>
<td>ElecRes Total</td>
<td>600</td>
<td></td>
</tr>
<tr>
<td>ER&amp;R Total</td>
<td>600</td>
<td></td>
</tr>
<tr>
<td>Flood Total</td>
<td>1200</td>
<td></td>
</tr>
<tr>
<td>GF Total</td>
<td>153480</td>
<td></td>
</tr>
<tr>
<td>Jail Total</td>
<td>2100</td>
<td></td>
</tr>
<tr>
<td>Road Total</td>
<td>9000</td>
<td></td>
</tr>
<tr>
<td>Stormwater Total</td>
<td>600</td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>183240</strong></td>
<td>**        **</td>
</tr>
</tbody>
</table>
Supplemental Budget Request

Auditor

Fund 1  Cost Center  Originator: M Caldwell/D Adelstein

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

Name of Request: 2014 Auditor Revenue Adjustments

X

Department Head Signature (Required on Hard Copy Submission)

Date 10/24/13

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
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<td>4341.2100</td>
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<td>Auditor Internet Fees</td>
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Request Total  ($137,500)

1a. Description of request:
Adjust 2014 Auditor recording fee and licensing fee revenues based on 2012 actual results and 2013 projections. Recording fee revenues have increased as real estate sales and refinancing activities have increased over the past two years. Internet licensing activity is also on the rise. Some upward adjustment in these line item revenue budgets is warranted.

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:
Recording fees and licensing fees

Thursday, October 24, 2013
Supplemental Budget Request

County Clerk

Supp# ID # 1723 Fund 1 Cost Center Originator: M Caldwell/D Reynolds

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

Name of Request: Adjust County Clerk revenues

Department Head Signature (Required on Hard Copy Submission)  Date

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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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1a. Description of request:
- Decrease Collection Cost Reimbursement (County Clerk time pay collection fees) account by $15,000.

1b. Primary customers:
N/A

2. Problem to be solved:
- On July 1, 2014 the State is scheduled to take over providing attorneys for parent representation in dependency actions. The State has been paying us $2,666.66 per month which assists with our dependency attorney parent representation contract cost. Once the state takes over the cost of the contract they will also cease providing partial funding for it.
- Clerk's time-pay collections fee revenues have decreased from a high of $62,733 in 2010 to a low of $44,317 in 2012. This request decreases the budget from $60,000 to a more realistic estimate of $45,000. The Clerk's office lost an FTE devoted to the collection's function at the end of 2010.

3a. Options / Advantages:
Other option is to not adjust the 2014 budget. This option adjusts the budget based on actual expectations which will make revenue projections easier to develop without having to adjust for items we know are not going to happen.

3b. Cost savings:
N/A

4a. Outcomes:
Budget in JD Edwards will be adjusted when supplemental is adopted and recorded.

4b. Measures:
N/A

5a. Other Departments/Agencies:
Finance will be able to develop General Fund revenue projections more efficiently.

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

6. Funding Source:
N/A

Thursday, October 31, 2013

Rpt: Rpt Suppl Regular

572
Supplemental Budget Request

**County Clerk**

Suppl ID # 1715  **Fund 1** Cost Center 3140  **Originator: M Caldwell/ D Reynolds**

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

**Name of Request:** Move Dependency GAL budget to Juvenile

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

10/29/17

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1a. **Description of request:**

This request moves the dependency guardian ad litem budget from County Clerk to Juvenile. This will more appropriately locate this particular budget item in the department that handles dependencies and related guardian ad litems and CASA volunteers. See related Juvenile Supplemental ID 1716.

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:**

County Clerk's budget

*Thursday, October 24, 2013*
Supplemental Budget Request

District Court

Supp't ID # 1724  Fund 1  Cost Center 1300  Originator: M Caldwell

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

Name of Request: Adjust 2014 District Court revenues

X

Department Head Signature (Required on Hard Copy Submission)  Date

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1a. Description of request:
Propose budget revisions to District Court revenue accounts as follows:
- Increase the Judicial Stabilization Account Fee by $15,000 based on projected results for 2013
- Increase Time Pay Fee account by $10,000 based on actual results for the past two years.
- Decrease Traffic Infractions by $70,000 based on projected results for 2013
- Decrease DWI Penalties by $10,000 based on actual results for the last 3 years
- Decrease Other Criminal Traffic Penalties by $20,000 based on projected results for 2013
- Decrease Other Criminal Non Traffic Penalties by $20,000 based on projected results for 2013
Net result is $105,000 revenue decrease.

1b. Primary customers: N/A

2. Problem to be solved:
Adjusting the 2014 revenue budget based on actual expectations will make it easier to project General Fund and departmental revenue results.

3a. Options / Advantages:
Could leave the budgets for these accounts the way they are. Adjusting the budget is the best option for budget management and revenue projection purposes. It is more efficient to have the expected revenue amount in the budget than to have to adjust each line item manually on separate spreadsheets to account for known deviations in order to make General Fund revenue projections.

3b. Cost savings:
N/A

4a. Outcomes:
Adjusted budgets will be presented in JD Edwards accounting system when supplementals are adopted and recorded.
Finance will be able to develop General Fund projections more efficiently.

Tuesday, October 29, 2013

Rpt: Rps Suppl Regular
4b. Measures:
N/A

5a. Other Departments/Agencies:
Finance will record adjusted amounts.

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

6. Funding Source:
N/A
Supplemental Budget Request

Cooperative Extension

Supp't ID # 1617  Fund 1  Cost Center 2003  Originator: Drew Betz

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

Name of Request: Strengthening Families

X

Department Head Signature (Required on Hard Copy Submission)  Date

Sept 19, 2013

Object Description  Amount Requested
4349.6901  Other Health Services  ($42,000)
6120  Extra Help  $24,460
6230  Social Security  $1,871
6259  Worker's Comp-Interfund  $428
6320  Office & Op Supplies  $1,241
6630  Professional Services  $6,000
7140  Meeting Refreshments  $9,000

Request Total  $0

1a. Description of request:
WSU Whatcom County Extension will coordinate and deliver the Strengthening Families Program for Parents and Youth 10-14 Years (SFP 10-14) to families in selected locations in the county. The program is delivered in 7 sessions at each location. Each series takes place in the evening at a host school. Dinner is included. Each session has 3 distinct lessons, an hour for each parents, youth and family. The youth and parents meet separately for the first hour and then the families meet together for the second hour. We will also be conducting a facilitator training during this period.

1b. Primary customers:
Families with 10-14 year old youths. Families are broadly defined. Foster parents, relatives, caregivers, step families and birth parents are all invited.

2. Problem to be solved:
The Whatcom County Substance Abuse Prevention Program has identified Family Management Programs for families with middle school aged children as a top priority for funding. We have already signed an Interdepartmental Funds Transfer Agreement with the Health Department.

3a. Options / Advantages:
WSU Whatcom County Extension has been providing this service since 2003. We moved the contract to Whatcom County funding in 2008. There are no alternatives to this high quality program in Whatcom County. This program has a proven track record here and families trust its quality. The Health Department has requested that we expand the program to serve families in all seven school districts.

Thursday, September 19, 2013
Supplemental Budget Request
Cooperative Extension

3b. Cost savings:
Washington Public Policy Institute and the Prevention Research Center at Penn State University consider $6000 per participating youth a reasonable estimate for cost savings from substance abuse related crimes over a lifetime. We anticipate that 50-75 youth will complete the program, resulting in a possible lifetime savings of up to $450,000 for this program in an eight month period.

4a. Outcomes:
We will measure the following:

1. Weekly attendance for all participants
2. Pre and post program measures for all adults and youth participating
3. Implementation details, costs of meals, volunteer time, etc.
4. Demographics of the participants

4b. Measures:
All of our evaluation data is sent to the state SFP office at WSU for analysis upon completion of the program.
An outcome report is prepared for each series and an aggregated report is completed at the end of the 3 classes. The demographic data and attendance is entered onto a data management website by our coordinator as required by the contract with the Health Department. That data is entered monthly while the services are being delivered.

5a. Other Departments/Agencies:
Whatcom County Health Department funds this program to support the county Substance Abuse Prevention Plan. Our partners for this period are Ferndale School District, Bellingham School District, Meridian School District, Mt. Baker School District, Nooksack Valley School District, Nooksack Tribe and other TBA. Families in each program will provide positive impact on their own kids and the youth who associate with them. It will reduce negative behaviors and support pro-social behavior in parents and youth in and out of school.

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

6. Funding Source:
Whatcom County Health Department $55,000 from September 1, 2013 - August 31 2014. We will be using $42,000 of this during the time period of January 1 thru August 31, 2014.
Supplemental Budget Request

Administrative Services

Supp ID: 1681

Fund: 1

Cost Center: Year 2 2014

Originator: Marianne Caldwell

Expenditure Type: Ongoing

Add'l FTE: □

Add'l Space: □

Priority: 1

Name of Request: Health Dept Health Ins Increase Adjustments

X

Department Head Signature (Required on Hard Copy Submission)

Date

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<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
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<td>Direct Billing Offset</td>
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Request Total: $0

1a. Description of request:

Adopt budget authority to provide offsetting entries to charge out health insurance increases through hourly billing rates in the Health Department. See attached cost center listing and related Suppl ID 1665.

1b. Primary customers:

Only employees in bargaining units with settled contracts

2. Problem to be solved:

The Health Department uses hourly billing rates for most employees as an accounting mechanism to charge out employee wages and benefits to grant and restricted funding sources. This budget authorization is needed simply to accommodate this accounting mechanism. The entries have the effect of reducing budget authority in the "labor cost pool" cost center and increasing it in the restricted funding cost centers connected with the projects the employees will actually be working on.

3a. Options / Advantages:

none

3b. Cost savings:

none

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 Direct Billing Rate (6190) accounts and Direct Billing Offset (6195) accounts offset each other. $270 of the health insurance increases will be funded by a combination of the Vets Relief Fund ($60), the Homeless Housing Fund ($90), and the MH/CD Fund ($120). Related supplementals have been prepared (Suppl IDs 1683-1685).

Wednesday, October 16, 2013
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Memorandum

TO: Jack Louws, County Executive
FROM: Regina Delahunt, Director
DATE: September 30, 2013
RE: Health Department Mid-Biennium Review

I am submitting the attached supplemental budget requests to address anticipated changes to the 2014 Health Department budget. As we discussed in our meeting on September 16, we anticipate a shortfall in Community Health and Communicable Disease and Epidemiology program revenues next year which will be partially covered by revenue collections which will exceed our projections for the current year. The changes in 2013 are primarily the result of stronger than anticipated Medicaid Administrative Match revenues, and an additional allocation from the State of ‘blue ribbon 5930’ funding. The increase in Medicaid Match funding may continue in 2014 and beyond but at this point, that is unknown. This is federal funding that is currently under review by the Centers for Medicaid and Medicare Services (CMS) and that review may or may not result in a permanent reduction in funding. The blue ribbon funding is a one-time occurrence. We are balancing our revenue reductions in these two divisions with some appropriation reductions which are detailed on the attached forms.

In the Environmental Health and Human Services divisions we are seeing revenues this year and next coming in higher than anticipated. In Environmental Health, the revenue increase is from on-site sewage (OSS) system permitting. Based on the activity we are experiencing so far this year we are anticipating that 342 OSS permits will be issued next year which is an increase of 77 over what we budgeted a year ago. If this continues we will need to consider a staffing increase in the 2015-16 budget to accommodate the increase in workload.

Increases in Human service revenues result from new grants that we have received from state agencies, increases in existing grant funding, and stronger than anticipated recording fee revenues. In addition, pass-through funding for developmental disability employment services have increased because these funds were reallocated across the state. Whatcom County’s allocation increased, while distributions to some other counties were reduced.

We have also reduced expenditures related to reduced revenues such as software support fees for our medical billing system, medical reserve corp contract services, and medical
supplies for the needle exchange program. The effect of these budget changes is shown on the attached spreadsheet which summarizes all of our proposed budget changes. As we discussed at our meeting on September 16, revenue surpluses from 2013 have been netted against our shortfalls from 2014 to achieve a balanced budget for the biennium.

Let me know if you have any questions or require additional information.
## Health Department Mid-Biennium Review
### 9/30/2013

<table>
<thead>
<tr>
<th>Number</th>
<th>Fund</th>
<th>Supp'ID</th>
<th>Cost Center</th>
<th>Rev/Exp</th>
<th>Budget Change</th>
<th>Comments</th>
</tr>
</thead>
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<td></td>
<td>1640</td>
<td>600900</td>
<td>Rev</td>
<td>80,000</td>
<td>WAHA program discontinued</td>
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<tr>
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<td>1640</td>
<td>600900</td>
<td>Exp</td>
<td>(80,000)</td>
<td>WAHA program discontinued</td>
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<td>1641</td>
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<td>621200</td>
<td>Rev</td>
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<td>Decrease maternity support</td>
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<td>1650</td>
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<td>625201</td>
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<td>Decrease WIC caseload revenues</td>
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<td>1</td>
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<td>1652</td>
<td>623420</td>
<td>Rev</td>
<td>27,500</td>
<td>HIV Prevention decreased revenue</td>
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<tr>
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<td>1652</td>
<td>623420</td>
<td>Exp</td>
<td>(5,858)</td>
<td>HIV Prevention decreased revenue</td>
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<tr>
<td>1</td>
<td></td>
<td>1653</td>
<td>627200</td>
<td>Rev</td>
<td>(4,000)</td>
<td>Medicaid administrative match increased revenues</td>
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<td>1</td>
<td></td>
<td>1654</td>
<td>627240</td>
<td>Rev</td>
<td>1,500</td>
<td>Elimination of medical billing</td>
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<tr>
<td>1</td>
<td></td>
<td>1655</td>
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<td>Rev</td>
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<td>Reduced Federal Emergency Response funding</td>
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<td>Rev</td>
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<td>Elimination of medical billing</td>
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<td>1</td>
<td></td>
<td>1663</td>
<td>620200</td>
<td>Rev</td>
<td>(7,500)</td>
<td>Discontinue software support, medical billing system</td>
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<tr>
<td>1</td>
<td></td>
<td>1664</td>
<td>660200</td>
<td>Exp</td>
<td>(7,500)</td>
<td>Discontinue software support, medical billing system</td>
</tr>
</tbody>
</table>

**Net Shortfall**

94,722

**Revenue Surplus 2013**

Collections in excess of budget 2013 (79,722)

**Budget Savings 2013**

Discontinue software support (15,000)

**Net for Biennium**

-

### General Fund, Fee and Grant Supported

<table>
<thead>
<tr>
<th>Number</th>
<th>Fund</th>
<th>Supp'ID</th>
<th>Cost Center</th>
<th>Rev/Exp</th>
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<td></td>
<td>1485</td>
<td>654400</td>
<td>Rev</td>
<td>(60,000)</td>
<td>2014 OSS deferred payment loan program</td>
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<td></td>
<td>1485</td>
<td>654400</td>
<td>Exp</td>
<td>60,000</td>
<td>2014 OSS deferred payment loan program</td>
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<tr>
<td>1</td>
<td></td>
<td>1638</td>
<td>673800</td>
<td>Rev</td>
<td>(366,127)</td>
<td>Developmental Disability expanded caseload</td>
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<td></td>
<td>1638</td>
<td>673800</td>
<td>Exp</td>
<td>366,127</td>
<td>Developmental Disability expanded caseload</td>
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<td>1656</td>
<td>654200</td>
<td>Rev</td>
<td>(84,750)</td>
<td>Increase projected OSS revenue</td>
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<td>1</td>
<td></td>
<td>1657</td>
<td>670200</td>
<td>Rev</td>
<td>(7,168)</td>
<td>Increase transfer from Housing fund</td>
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**Net Revenue Increase**

(91,918)

### Human Service Funds

<table>
<thead>
<tr>
<th>Number</th>
<th>Fund</th>
<th>Supp'ID</th>
<th>Cost Center</th>
<th>Rev/Exp</th>
<th>Budget Change</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>121</td>
<td></td>
<td>1632</td>
<td>121100</td>
<td>Rev</td>
<td>(28,536)</td>
<td>Affordable housing revenue increase (2060 revenue)</td>
</tr>
<tr>
<td>121</td>
<td></td>
<td>1632</td>
<td>121100</td>
<td>Exp</td>
<td>50,000</td>
<td>Affordable housing contracted services increase</td>
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**Low Income Housing**

21,464 From beginning fund balance

<table>
<thead>
<tr>
<th>Number</th>
<th>Fund</th>
<th>Supp'ID</th>
<th>Cost Center</th>
<th>Rev/Exp</th>
<th>Budget Change</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>122</td>
<td></td>
<td>1633</td>
<td>122100</td>
<td>Rev</td>
<td>(74,111)</td>
<td>Increase in recording fees (2163 housing revenue)</td>
</tr>
<tr>
<td>122</td>
<td></td>
<td>1634</td>
<td>122200</td>
<td>Rev</td>
<td>(45,248)</td>
<td>Increase in recording fees (1359 housing revenue)</td>
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<tr>
<td>122</td>
<td></td>
<td>1634</td>
<td>122200</td>
<td>Exp</td>
<td>100,000</td>
<td>Increase in homeless contracted services</td>
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<tr>
<td>122</td>
<td></td>
<td>1636</td>
<td>122500</td>
<td>Rev</td>
<td>(160,207)</td>
<td>Emergency Solutions Grant-Housing Program</td>
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<td>122</td>
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<td>1636</td>
<td>122500</td>
<td>Exp</td>
<td>148,192</td>
<td>Emergency Solutions Grant-Housing Program</td>
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<td>122</td>
<td></td>
<td>1637</td>
<td>122400</td>
<td>Rev</td>
<td>(144,275)</td>
<td>Additional grant revenue from NSMHA</td>
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<td>122</td>
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<td>1637</td>
<td>122400</td>
<td>Exp</td>
<td>184,440</td>
<td>NSMHA funded contract services</td>
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**Homeless Housing**

8,791 From beginning fund balance
Supplemental Budget Request

Health

Expenditure Type: One-Time

Year 2 2014

Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Discontinue WAHA Medicaid services

Department Head Signature (Required on Hard Copy Submission)

9/30/13

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td></td>
<td>4333.9778</td>
<td>Med Assistance Program</td>
<td>$40,000</td>
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<tr>
<td></td>
<td>4367.1000</td>
<td>Donations</td>
<td>$40,000</td>
</tr>
<tr>
<td></td>
<td>6610</td>
<td>Contractual Services</td>
<td>($90,000)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Request Total</td>
<td>$0</td>
</tr>
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1a. Description of request:
Discontinue subcontracted services for Medicaid outreach and linkage.

1b. Primary customers:
Whatcom county Medicaid qualified citizens

2. Problem to be solved:
N/A

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:
Medicaid Administrative Match
Supplemental Budget Request

Health

Communicable Disease & Epidemiology

Status: Pending

Supp'I ID # 1641
Fund 1
Cost Center 660900
Originator: Sandi Hughes-McMillan

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

Name of Request: Discontinue MRC

Department Head Signature (Required on Hard Copy Submission)

X

Regina A. DeLiemer

Date 9/30/13

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>4333</td>
<td>Federal Grants - Indirect</td>
<td>$5,000</td>
</tr>
<tr>
<td>6610</td>
<td>Contractual Services</td>
<td>($5,000)</td>
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Request Total $0

1a. Description of request:
Discontinue Medical Reserve Corp Services. This program was transferred to a community non-profit in 2012 and it is no longer conducted by the health department.

1b. Primary customers:
N/A

2. Problem to be solved:
N/A

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
Supplemental Budget Request

Health

Supp'l ID # 1649  
Fund 1  
Cost Center 621200  
Originator: Terry Hinz

Community Health

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

Name of Request: Decrease Maternity Support

Department Head Signature (Required on Hard Copy Submission)  
Date 9/30/13

Costs:

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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
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<tr>
<td>4338.977802</td>
<td>Fee For Service - MSH</td>
<td>$12,000</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$12,000</td>
</tr>
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1a. Description of request:
In 2014 we will be eliminating our patient based medicaid billing service due to decreased direct clinical services coupled with rising costs of maintaining electronic and compliant billing systems.

1b. Primary customers:
N/A

2. Problem to be solved:
N/A

3a. Options / Advantages:
N/A

3b. Cost savings:

4a. Outcomes:
N/A

4b. Measures:

5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
Supplemental Budget Request

Status: Pending

Health

Supp'l ID # 1650

Fund

Cost Center 621210

Originator: Terry Hinz

Expenditure Type: One-Time

Year 2 2014

Add'l FTE □ Add'l Space □ Priority 1

Name of Request: Decrease maternity medicaid services

Regan

9/30/13

Department Head Signature (Required on Hard Copy Submission) Date

Costs:

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<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>4338.977802</td>
<td>Fee For Service - MSH</td>
<td>$38,000</td>
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</table>

Request Total $38,000

1a. Description of request:
This used to be a significant revenue source for the maternal child health program but due to program changes at the state, and a reduction in staffing in the Health Department it is no longer a viable program. For the 2013-14 budget we overestimated the revenue from this program but found because of the program changes we are not meeting that revenue estimate. In 2014 we will no longer be providing this service and will no longer be maintaining a medical billing system.

1b. Primary customers:

2. Problem to be solved:
N/A

3a. Options / Advantages:
N/A

3b. Cost savings:

4a. Outcomes:
N/A

4b. Measures:

5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
Supplemental Budget Request

Status: Pending

Health

Supp ID # 1651  Fund 1  Cost Center 625201  Originator: Terry Hinz

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

Name of Request: WIC caseload decreases

X Regina ADeLaC  9/30/13
Department Head Signature (Required on Hard Copy Submission)  Date

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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<td>4333.1055</td>
<td>SSNP WIC</td>
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<td>$21,950</td>
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**Request Total** $21,950

1a. Description of request:

This program is funded based on a per case rate. We worked to increase WIC caseloads in 2013 but that increase did not happen. This reduction in revenue reflects what we expect to collect in 2014 for providing this service in the community.

1b. Primary customers:

N/A

2. Problem to be solved:

N/A

3a. Options / Advantages:

N/A

3b. Cost savings:

4a. Outcomes:

N/A

4b. Measures:

5a. Other Departments/Agencies:

N/A

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

6. Funding Source:

Monday, September 30, 2013

Rpt: Rpt Supp Regular

587
Supplemental Budget Request

Health

Communicable Disease & Epidemiology

Status: Pending

Suppl ID # 1652  Fund 1  Cost Center 623420  Originator: Terry Hinz

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

Name of Request: HIV prevention decreased revenue and expenditure

X

Department Head Signature (Required on Hard Copy Submission)  Date

9/30/13

Costs:

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<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td>4334.0491</td>
<td>Oral Hlth Consolid Cont</td>
<td>$27,500</td>
</tr>
<tr>
<td>6370</td>
<td>Medical Supplies</td>
<td>($5,858)</td>
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Request Total $21,642

1a. Description of request:

Decreased funding in HIV prevention services

1b. Primary customers:

N/A

2. Problem to be solved:

N/A

3a. Options / Advantages:

N/A

3b. Cost savings:

4a. Outcomes:

N/A

4b. Measures:

5a. Other Departments/ Agencies:

N/A

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

6. Funding Source:
Supplemental Budget Request

Health

Communicable Disease & Epidemiology

Suppl ID #: 1653  
Fund: 1  
Cost Center: 627200  
Originator: Terry Hinz

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

Name of Request: Medicaid increased revenues

X  
Department Head Signature (Required on Hard Copy Submission)  
Date: 9/30/13

Costs:

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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<td>4333.977803</td>
<td>Medicaid Admin Match</td>
<td>($4,000)</td>
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Request Total: ($4,000)

1a. Description of request:
    Increase medicaid administrative match revenue

1b. Primary customers:

2. Problem to be solved:
   N/A

3a. Options / Advantages:
   N/A

3b. Cost savings:

4a. Outcomes:
   N/A

4b. Measures:

5a. Other Departments / Agencies:
   N/A

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

6. Funding Source:

Monday, September 30, 2013

Rpt: Rpt Suppl Regular

589
Supplemental Budget Request

Health

Communicable Disease & Epidemiology

Supp'l ID # 1854  Fund 1  Cost Center 627240  Originator: Terry Hinz

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

Name of Request: Elimination of medical billing

X  Regina A. DeLuna  9/30/13

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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<tr>
<td>4346.2344</td>
<td>Skin Tests</td>
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</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$1,500</td>
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1a. Description of request:
In 2014 we will be eliminating our patient based medicaid billing service due to decreased direct clinical services coupled with rising costs of maintaining electronic and compliant billing systems.

1b. Primary customers:

2. Problem to be solved:
N/A

3a. Options / Advantages:
N/A

3b. Cost savings:

4a. Outcomes:
N/A

4b. Measures:

5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
# Supplemental Budget Request

**Status:** Pending

### Health

**Fund:** 1  
**Cost Center:** 660900  
**Originator:** Terry Hinz

**Expenditure Type:** One-Time  
**Year:** 2014  
**Priority:** 1

**Name of Request:** Declining federal Emergency response funding

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**Department Head Signature (Required on Hard Copy Submission):** [Signature]  
**Date:** 9/30/13

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**Costs:**

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
<tbody>
<tr>
<td>4333.9306</td>
<td>PHEPR Funding</td>
<td>$11,130</td>
</tr>
</tbody>
</table>

**Request Total:** $11,130

---

1a. **Description of request:**

Reduced federal revenue for emergency response activities

1b. **Primary customers:**

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2. **Problem to be solved:**

N/A

3a. **Options / Advantages:**

N/A

3b. **Cost savings:**

---

4a. **Outcomes:**

N/A

4b. **Measures:**

---

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

N/A

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

---

6. **Funding Source:**

---
Supplemental Budget Request

Health

Communicable Disease & Epidemiology

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

Name of Request: Eliminate medical billing

X Regina A. DeLaCruz  9/30/13

Department Head Signature (Required on Hard Copy Submission)  Date

Costs:

<table>
<thead>
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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td>4346.2393</td>
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</tr>
<tr>
<td>Request Total</td>
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<td>$2,500</td>
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1a. Description of request:
In 2014 we will be eliminating our patient based medicaid billing service due to decreased direct clinical services coupled with rising costs of maintaining electronic and compliant billing systems.

1b. Primary customers:

2. Problem to be solved:
N/A

3a. Options / Advantages:
N/A

3b. Cost savings:

4a. Outcomes:
N/A

4b. Measures:

5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
Supplemental Budget Request

Health

Expenditure Type: One-Time  
Year: 2014  
Priority: 1

Name of Request: Eliminate medical billing

<table>
<thead>
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<th>Object Description</th>
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<tbody>
<tr>
<td>4346.2396</td>
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<td>Request Total</td>
<td></td>
<td>$5,000</td>
</tr>
</tbody>
</table>

1a. Description of request:

In 2014 we will be eliminating our patient based medicaid billing service due to decreased direct clinical services coupled with rising costs of maintaining electronic and compliant billing systems.

1b. Primary customers:

2. Problem to be solved:

N/A

3a. Options / Advantages:

N/A

3b. Cost savings:

4a. Outcomes:

N/A

4b. Measures:

5a. Other Departments/Agencies:

N/A

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

6. Funding Source:
Supplemental Budget Request

Status: Pending

<table>
<thead>
<tr>
<th>Health</th>
<th>Community Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supp’l ID # 1663</td>
<td>Fund 1</td>
</tr>
<tr>
<td>Cost Center 620200</td>
<td>Originator: Terry Hinz</td>
</tr>
</tbody>
</table>

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

Name of Request: Software Support, Medical Billing System

X Regina A. Delehanty  9/30/13

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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<tbody>
<tr>
<td>6625</td>
<td>Software Maint Contracts</td>
<td>($7,500)</td>
<td></td>
</tr>
<tr>
<td>Request Total</td>
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<td>($7,500)</td>
<td></td>
</tr>
</tbody>
</table>

1a. Description of request:
Discontinue support for medical billing software system.

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:
Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Supp'l ID # 1664  Fund 1  Cost Center 660200  Originator: Terry Hinz

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

Name of Request: Software Support, Medical Billing System

X

Department Head Signature (Required on Hard Copy Submission)  Date 9/30/13

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>6625</td>
<td>Software Maint Contracts</td>
<td>($7,500)</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>($7,500)</td>
</tr>
</tbody>
</table>

1a. Description of request:

Discontinue support for medial billing software system.

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:
Supplemental Budget Request

Status: Pending

Health

Suppl'd ID # 1485  Fund 1  Cost Center 654400  Originator: Sandi Hughes-McMillan

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

Name of Request: Establish OSS Deferred Loan Program (Yr 2)

[Signature]

Department Head Signature (Required on Hard Copy Submission)  Date 9/30/13

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
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<th>Amount Requested</th>
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<td>4334.0325</td>
<td>OSS Loan Program</td>
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<tr>
<td>6610</td>
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<tr>
<td>Request Total</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

1a. Description of request:

Establish appropriation for on-site sewage system (OSS) repair loans under the Deferred Loan Program which utilizes grant funding through the Department of Ecology (Ecology). Once the loans are funded, an invoice for grant fund reimbursement will be submitted to Ecology.

1b. Primary customers:

There are many anticipated water quality and environmental improvements from the project which will indirectly benefit many Whatcom County citizens. Direct primary customers for this service will be awardees of Deferred Loans for the purpose of repairing failing OSS.

2. Problem to be solved:

Replacement of failing on-site sewage systems.

3a. Options / Advantages:

na

3b. Cost savings:

na

4a. Outcomes:

The repair of failing OSS, ensuring that sewage is properly treated on the site.

4b. Measures:

Number of OSS failures repaired utilizing this funding option.

5a. Other Departments/Agencies:

This Deferred Loan Program is administered under contract by the Opportunity Council, with final funding approval by WCHD.

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

Kyle Dodd is the OSS Program Supervisor, responsible for managing all three contracts associated with this loan program (Ecology, Industrial Credit Union, and Opportunity Council) to ensure that grant funding and loan program guidelines are met.

6. Funding Source:

Ecology, Centennial Clean Water Program grant funding.

Monday, September 30, 2013
Supplemental Budget Request

Health

Human Services

Supp'l ID # 1639 Fund 1 Cost Center 673800 Originator: Christy Fowler

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

Name of Request: DD Services

X

Department Head Signature (Required on Hard Copy Submission) Date 9/30/13

Costs:

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<tr>
<td>4334.0468</td>
<td>Developmental Disabilit</td>
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<tr>
<td>6610</td>
<td>Contractual Services</td>
<td>$366,127</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:

The state reallocated developmental disability funding across the state which resulted in an increase in funding to Whatcom County. This pass-through funding primarily funds employment services for people with developmental disabilities. As a result of the funding increase the case load of those receiving employment services is increasing.

1b. Primary customers:

People with developmental disabilities

2. Problem to be solved:

Increasing need for services with DD eligible clients.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

Monitoring reports with number of clients served as well as services provided to clients

5a. Other Departments/Agencies:

This will fund services at community agencies.

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

Jessica Lee, Developmental Disability Program Specialist

6. Funding Source:

Washington State DSHS-Division of Developmental Disabilities

Monday, September 30, 2013
Supplemental Budget Request

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

Name of Request: Increase projected revenue

Regina [Signature]
Department Head Signature (Required on Hard Copy Submission)  9/30/13

<table>
<thead>
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<th>Object</th>
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</tbody>
</table>

1a. Description of request:
The budget was based on 265 OSS permits however we are projecting 342 based on current activities.

1b. Primary customers:

2. Problem to be solved:
N/A

3a. Options / Advantages:
N/A

3b. Cost savings:

4a. Outcomes:
N/A

4b. Measures:

5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
Supplemental Budget Request

Health

Human Services

Suppl ID #: 1657

Fund: 1

Cost Center: 670200

Originator: Terry Hinz

Expenditure Type: One-Time

Year 2 2014

Add'l FTE □

Add'l Space □

Priority: 1

Name of Request: Increase transfer from Housing Fund

X

Department Head Signature (Required on Hard Copy Submission)

Date: 9/30/13

Costs:

<table>
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<th>Object</th>
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Request Total: ($7,168)

1a. Description of request:

State law allows 6% of 2163 and 1359 housing revenues to be used for program administration. That amount is transferred to the general fund to partially cover program related indirect costs. This increase in revenues results from increases in projected housing revenues.

1b. Primary customers:

2. Problem to be solved:

N/A

3a. Options / Advantages:

N/A

3b. Cost savings:

4a. Outcomes:

N/A

4b. Measures:

5a. Other Departments/Agencies:

N/A

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

6. Funding Source:

Monday, September 30, 2013
Supplemental Budget Request

Juvenile Administration

Supp'l ID # 1725 Fund 1 Cost Center 1970 Originator: M Caldwell / D Reynolds

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

Name of Request: Decrease Detention Bed Rent Acct

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></td>
<td>2910.1000</td>
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<tr>
<td></td>
<td>4342.7030</td>
<td>Juvenile Det Bed Rent</td>
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<tr>
<td></td>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Decrease the Juvenile Detention Bed Rent account. Lummi Nation is our major customer for outside agency detention bed rental and their utilization of our services has decreased significantly in 2013. We have no expectations that utilization will increase in 2014.

1b. Primary customers:
Outside agencies that need Juvenile Detention bed capacity.

2. Problem to be solved:
Revenues in this account have decreased from a high of over $44,000 in 2012 to a projected amount of less than $20,000 in 2013. The current budget is $50,000 and needs to be adjusted to reflect actual results. We do not expect outside agency utilization of the detention facility to increase significantly in 2014.

3a. Options / Advantages:
Other option is to not adjust the 2014 budget. This option adjusts the budget based on actual expectations which will make revenue projections easier to develop without having to adjust for items we know are not going to happen.

3b. Cost savings:
N/A

4a. Outcomes:
Budget in JD Edwards will be adjusted when supplemental is adopted and recorded.

4b. Measures:
N/A

5a. Other Departments/Agencies:
Finance will be able to develop General Fund revenue projections more efficiently.

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

6. Funding Source:
N/A

Thursday, October 31, 2013
October 31, 2013

TO: Jack Louws, County Executive

FROM: David Reynolds, Superior Court Administration Director

As you are aware, Whatcom County issued a Request for Proposals for Compensated Guardian Ad Litem Services for youth in dependency proceedings for the 2014 calendar year. We anticipated contracting for 8,000 hours of service, at $40.00 per hour. We received two different responses for the proposal, one response was for all 8,000 hours at $50.00 per hour, and the other was 4,000 of the hours at $40.00 per hour.

As we are unable to accommodate the request for $50.00 per hour, we looked into various options. After much discourse with your office, the Bench, Finance, and Human Resources, we have decided to:

1. Keep half the needed hours with the outside contractor willing to do them for $40 per hour ($160,000 annual amount).
2. Bring the other half in-house and hire 2 Staff GAL's which could transition in the future to CASA Coordinators as that program grows.

Range 160 (same as current CASA Coordinator), 2014 pay and benefit range is about $70,300 at step 1 to $94,500 at top step. Given the loss of staff in the past few years, we can use existing departmental capacity (space, computers, vehicles, etc) which will reduce usual start up costs.

The future plan would be to eventually transition remaining GAL contract to 2 staff GALs which eventually could transition to 2 CASA Coordinators. The staff GAL/CASA volunteer model is used by the numerous juvenile courts in this state.

With the understanding that no appointment letter will be issued before these positions are approved by Council, I am requesting the position ID's for the two staff GAL positions #1010 and #1020 in be immediately placed in cost center 1966 in Juvenile for the 2014 calendar year.
Supplemental Budget Request

Juvenile

Support ID # 1716
Fund 1 Cost Center 2014
Expenditure Type: Ongoing Year 2 Add'l FTE O Add'l Space O Priority 1

Administration

Originator: M Caldwell/D Reynolds

Name of Request: Locate Dependency Guardian Ad Litem Prog in Juvi

X
Department Head Signature (Required on Hard Copy Submission)

Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td></td>
<td>($400,000)</td>
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<tr>
<td>6110</td>
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<td>Retirement</td>
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<td>6230</td>
<td>Social Security</td>
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<td>$7,816</td>
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<tr>
<td>6245</td>
<td>Medical Insurance</td>
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<td>$23,564</td>
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<tr>
<td>6255</td>
<td>Other H&amp;W Benefits</td>
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<td>$2,675</td>
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<tr>
<td>6259</td>
<td>Worker's Comp-Interfund</td>
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<td>$1,456</td>
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<td>6850.9051</td>
<td>Guardian Ad Litem - Dependency</td>
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<td><strong>Request Total</strong></td>
<td></td>
<td></td>
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</tbody>
</table>

1a. Description of request:

This proposal requests to move budget authority for the dependency guardian ad litem program from County Clerk to Juvenile (see related County Clerk Supplemental #1715). This proposal includes transitioning the program from contracted guardian ad litem (GALs) to staff GALs and eventually to CASA (Court Appointed Special Advocates) Coordinators who would train and manage CASA volunteers. Our current CASA program is located in Juvenile and dependency cases are processed through Juvenile; therefore, it would be appropriate to move the dependency GAL budget to Juvenile. In 2014 we would use the existing budget to hire two staff GALs to handle half of the caseload and continue to contract out the other half of the caseload. Eventually we will move the entire program in-house and transition the staff GALs to CASA coordinators.

1b. Primary customers:

Children in dependency actions.

2. Problem to be solved:

Whatcom County is one of only a few counties which uses contracted GALs. Most counties use staff GALs or CASA volunteers managed by CASA coordinators or a combination of the two models. Guardian ad litem services are currently handled by two outside contractors. These two contractors are the only respondents to our RFP. One of the contractors has traditionally handled all of the great majority of our several hundred child caseload. That contractor is requiring a 25% increase in their contract from $40 per hour to $50 per hour. The other contractor requested an increase to $50 per hour but is willing to continue providing services at the lesser rate. The Court and the Executive believe it is in the best interest of the County and the children to transition this service to in-house GALs and eventually to CASA volunteers. The County currently has a small very successful CASA program, which is unable to take on the caseload at this time.

3a. Options / Advantages:

The options are as follows:

- Continue contracting for the services at a more expensive rate. A 25% increase in the hourly rate would cost the County $80,000 more per year than the hourly rate we are currently paying.
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Juvenile</th>
<th>Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supp 1 D # 1716</td>
<td>Fund 1 Cost Center</td>
</tr>
</tbody>
</table>

- Convert our guardian ad litem program to the nationally recognized CASA program model.

The option we have chosen recognizes that it will take time to transition our program to the CASA model. It takes time and staff to be able to recruit, train, manage and maintain a fully developed CASA program. The option we have chosen will eventually get us to the goal of an in-house CASA program.

3b. Cost savings:
Will immediately result in saving $80,000 as compared to continuing to outsource the entire program.

4a. Outcomes:
- The Director of Superior Court Administration will have more control over the cases and managing the program than outsourcing affords
- The CASA program has an excellent reputation of service to the children
- The County would be eligible for more state grant funding. The State provides funding for CASA programs but not for contracted or staff GALs.
- Outside contractors will not be able to dictate compensation due to limited competition availability

4b. Measures:
Year 1 success will be measured by hiring two staff GALs and bringing half the caseload in-house.
In the future, success will be measured by transitioning the whole program to CASA.

5a. Other Departments/Agencies:
HR for hiring assistance

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

6. Funding Source:
Current General Fund budget

Friday, October 25, 2013
## Supplemental Budget Request

**Status:** Pending

### Administrative Services
- **Supp ID #:** 1877
- **Fund:** 1
- **Cost Center:** 4024
- **Originator:** Perry Rice

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

### Name of Request: Assessor Treasurer System - Items to Complete

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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td>6110</td>
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<tr>
<td>6120</td>
<td>Extra Help</td>
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<td>6140</td>
<td>Overtime</td>
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</tr>
<tr>
<td>6210</td>
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<td>Other H&amp;W Benefits</td>
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<td>7710</td>
<td>Interest-Interfund Debt</td>
<td>$30,121</td>
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</table>

**Request Total:** $460,396

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### 1a. Description of request:

Work to complete implementation of the Assessor Treasurer System. Includes vendor support, mobile devices for appraisers, GIS integration, staff time to clean up converted data and an IT position to complete integrations with other county systems.

### 1b. Primary customers:

### 2. Problem to be solved:

This ASR re-appropriates the unspent budget to complete the implementation of the Assessor Treasurer System.

### 3a. Options / Advantages:

N/A

### 3b. Cost savings:

N/A

### 4a. Outcomes:

The new Assessor Treasurer System was put into production in 2010 and implementation and data conversion activities occurred through 2012. In 2013 the E-REET portion of this project is under contract and implementation has begun. Capabilities planned in the original multiyear project will be implemented throughout 2014.

### 4b. Measures:

Assessor Treasurer System will be functioning as planned.

### 5a. Other Departments/Agencies:

---

_Tuesday, October 15, 2013_
### Supplemental Budget Request

**Status:** Pending

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Information Technology</th>
</tr>
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<tr>
<td><strong>Supp ID #</strong> 1677</td>
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</tr>
<tr>
<td><strong>Cost Center</strong> 4024</td>
<td><strong>Originator:</strong> Perry Rice</td>
</tr>
</tbody>
</table>

This is an on going project of the Assessor's Office, Treasurer's Office and AS IT.

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

This is an on going project of the Assessor's Office, Treasurer's Office and AS IT.

**6. Funding Source:**

The project is within the previously approved budget. Funding for completion is from the General Fund balance.

---

*Wednesday, October 16, 2013*
Supplemental Budget Request

Non-Departmental

Suppl ID # 1575  Fund 1  Cost Center 4240  Originator: Tawni Helms

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

Name of Request: Whatcom Council on Aging - Meals on Wheels

X

Department Head Signature (Required on Hard Copy Submission)  Date

1a. Description of request:
Meals on Wheels is a not a fully funded Federal service, and is operated by a non-profit organization. Participants donate 27% of the cost, with 38% of the funding coming from the Federal government. The balance of 33% comes from Whatcom Council on Aging’s (WCOA) partners, grants and community fund raising. Due to Federal budget cuts and increased costs WCOA is requesting additional county funding to support and sustain services to this population.

1b. Primary customers:
Whatcom County’s most vulnerable citizens - persons age 60 or older with physical, social, or mental challenges.

2. Problem to be solved:
Nutrition programs are being faced with Federal budget cuts of 8.5% in 2014.

3a. Options / Advantages:
With the growing population of seniors in Whatcom County, the Whatcom Council on Aging strongly recommends the continued support of the Meals on Wheels program to provide basic support to some the county's most vulnerable citizens.

3b. Cost savings:
n/a

4a. Outcomes:
Vulnerable and elderly citizens will not be turned away from meals.

4b. Measures:

5a. Other Departments/Agencies:
n/a

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

6. Funding Source:
General Fund
Supplemental Budget Request

Non-Departmental

Supp'ID # 1687  Fund 1  Cost Center 4250  Originator: Tawni Helms

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

Name of Request: 2014 What-Comm Fire Dispatch

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<td>7210</td>
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<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

1a. Description of request:
Fire District costs have increased as well as the Sheriff Office dispatch costs.

1b. Primary customers:
Citizens of Whatcom County

2. Problem to be solved:

3a. Options / Advantages:
Contractually obligated.

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:
General Fund

Thursday, October 17, 2013
Supplemental Budget Request

Non-Departmental

Supp'1 ID # 1692  Fund 1  Cost Center 4118  Originator: Tawni Helms

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

Name of Request: LEAN Initiatives

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
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<th>Object</th>
<th>Object Description</th>
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<td>($75,000)</td>
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<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
LEAN training has been offered to county leadership through a number of county wide workshops. Executive Louws supports LEAN initiatives and will dedicate funds to support the introduction of effective LEAN strategies for key departments. Key departments ready to take the next step in implementing LEAN strategies will be targeted for this funding.

1b. Primary customers:
Whatcom County Government and the public it serves.

2. Problem to be solved:
Lean practices eliminate waste and streamline processes for the employee as well as the customer. Lean is the concept of efficient manufacturing or operations which grew out of the Toyota Production System in the early 20th century. It is based on the philosophy of defining value from the customer's viewpoint, and continually improving the way in which that value is delivered, by eliminating every use of resources that is wasteful, or that does not contribute to the value goal. This continual improvement of processes requires the involvement and empowering of every member of staff.

3a. Options / Advantages:
Lean is a proven method used by companies and governments to reduce waste and improve service. As a local government, Whatcom County serves the public at large. Improving internal processes will help to reduce waste and reduce costs while ultimately providing improved service to the public.

3b. Cost savings:
TBD

4a. Outcomes:
Process improvement
Greater efficiency
Customer satisfaction

4b. Measures:
Process improvement, greater efficiency in government affairs, and customer satisfaction will be measured for results.

5a. Other Departments/Agencies:
Departments implementing Lean strategies will serve as models for other departments.

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

6. Funding Source:

Wednesday, October 09, 2013

Rpt: Rpt Suppl Regular
### Supplemental Budget Request

**Status:** Pending

<table>
<thead>
<tr>
<th>Supp1 ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1692</td>
<td>1</td>
<td>4118</td>
<td>Tawni Helms</td>
</tr>
</tbody>
</table>

General Fund.
1a. Description of request:
Whatcom County in collaboration with the City of Bellingham and the Port of Bellingham are entering into a joint lease for the use of a Emergency Operations Center (EOC) located at the Bellingham International Airport Port property. The purposes of this joint lease is to utilize the space as an emergency operations center for respective emergency operations.

1b. Primary customers:
Whatcom County Citizens

2. Problem to be solved:
Current Emergency Management Operations are housed in various locations throughout the county.

3a. Options / Advantages:
Continue to lease separate temporary locations. Bringing emergency management operations together in a co-located facility will encourage collaboration and

3b. Cost savings:

4a. Outcomes:
Co-location for emergency management services

The vision of the joint parties is focused on creating an Emergency Operations Center for our County. Co-locating these services will not only enhance emergency communications, but will also help us prepare for the challenges of processing more 911 calls once "next-generation 911" (NG911) becomes fully operational. Our vision for the center also includes reserving a space for county-wide emergency response vehicle staging. Occupying the facility formerly used for the Olympic Coordination Center provides many benefits and existing resources to the partnership.

4b. Measures:
Whatcom County's DEM division will move onto the site in January, 2014 as soon as the lease agreement allows.

5a. Other Departments/Agencies:
Sheriff's Office - Department of Emergency Management

5b. Name the person in charge of implementation and what they are responsible for:
DEM will occupy the facility as the first tenant and participate in the coordination and planning for future occupants.

Tuesday, October 29, 2013
# Supplemental Budget Request

**Status:** Pending

<table>
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<td>Tawni Helms</td>
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</table>

6. **Funding Source:**

General Fund
# Supplemental Budget Request

## Non-Departmental

**Fund** 1  |  **Cost Center** 120  |  **Originator** M Caldwell

**Expenditure Type:** Ongoing  |  **Year** 2014  |  **Priority** 1

### Name of Request: 2014 General Fund Revenue Adjustments

- **Department Head Signature:**
  
  [Signature]  
  
  **Date:** 11/5/13

## Costs:

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<td>MV Ex Tax-Criminal Just</td>
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<tr>
<td>4336.0695</td>
<td>Liquor Board Profits</td>
<td>$6,000</td>
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</table>

**Request Total**: $0

### 1a. Description of request:

- Adjust 2014 General Fund revenues in Non Departmental as follows:
  - Increase federal Payment In Lieu of Taxes $102,000 based on 2013 actual receipts
  - Increase PUD Privilege Tax $12,000 based on 2013 actual receipts
  - Increase Criminal Justice Assistance funding $40,000 based on projected receipts.
  - Decrease Liquor Taxes and Profits by $45,000 based on the State's newly published per capita projections for 2014

- Net result is an increase of $109,000

### 1b. Primary customers:

- N/A

### 2. Problem to be solved:

- Adjustment of 2014 budget

### 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:

- Finance will record changes

### 6. Funding Source:

- N/A

---

**Tuesday, October 29, 2013**
Supplemental Budget Request

Non-Departmental

Supp# ID # 1721  Fund 1  Cost Center  Originator: Executive Louws

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

Name of Request: EMS Administration

X

Department Head Signature (Required on Hard Copy Submission)  Date 11/5/13

<table>
<thead>
<tr>
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<th>Object</th>
<th>Object Description</th>
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<td>6120</td>
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1a. Description of request:
Acting as the EMS Administrator, Whatcom County will be responsible for the oversight and facilitation of the newly formed EMS Technical Advisory Board and the EMS Oversight Committee. The Executive will provide space and resources in the Executive Office to meet this demand as contracted with the City of Bellingham and Fire District 7 as Advanced Life Support (ALS) providers.

1b. Primary customers:
Whatcom County citizens

2. Problem to be solved:
Changing demographics in the County, along with a greater utilization of tiered service, has resulted in changes in the nature of service delivery, expectations for service, and capacity of various agencies to deliver service, all of which have driven the search for an updated, sustainable model of a still-unified EMS system to deliver emergency medical services through the cities and unincorporated area of the county. The County Executive and Administration will provide the necessary facilitation of the newly formed Technical Advisory Board and EMS Oversight Board to ensure ALS services will be coordinated and implemented in an integrated and uniform manner.

3a. Options / Advantages:
This approach will help cover the costs of the work involved with providing EMS Administrative Oversight through the Executive's Office. It will also help to ensure the successful transition of the new contractual relationship with our ALS service providers.

3b. Cost savings:
N/A

4a. Outcomes:
The goal of the County is to work cooperatively with the agency partners as well as with the EOB and TAB to facilitate coordinated countywide paramedic ambulance services.

4b. Measures:
Countywide ALS services will be coordinated and implemented in an integrated and uniform manner.

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:
EMS Fund

Tuesday, October 29, 2013

Rpt: Rpt Suppl Regular
Supplemental Budget Request

Parks & Recreation

Status: Pending

<table>
<thead>
<tr>
<th>Supp ID #</th>
<th>Fund 1</th>
<th>Cost Center 6002</th>
<th>Originator: Darla Smith</th>
</tr>
</thead>
</table>

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

Name of Request: Increased Operational Costs at Senior Centers

Department Head Signature (Required on Hard Copy Submission)  Date

9/30/13

<table>
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<tr>
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<td></td>
<td>6720</td>
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<td></td>
<td>7060</td>
<td>Repairs &amp; Maintenance</td>
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<td>$0</td>
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</table>

1a. Description of request:
This ASR provides funding for the increasing costs to operate and maintain the Senior Centers (Bellingham, Ferndale).

1b. Primary customers:
Whatcom County Senior Residents

2. Problem to be solved:
Operation costs continue to rise beyond the current budget capacity for Telephone systems, repairs and maintenance and supplies.

3a. Options / Advantages:
If this ASR is not approved the costs will have to be absorbed by the Whatcom Council on Aging or a reduction in Senior Center Hours.

3b. Cost savings:
NA

4a. Outcomes:
NA

4b. Measures:
NA

5a. Other Departments/Agencies:
If this ASR is not approved it will impact the Whatcom Council on Aging through increased costs or a reduction of services at the Senior Centers.

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

6. Funding Source:
General Fund
Supplemental Budget Request

Name of Request: Adjust 2014 PDS Revenues

<table>
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1a. Description of request:
Adjust 2014 Planning & Development revenues based on 2013 revenue projections. Permit activity has picked up over the past year and some adjustment of permit and plan check fee revenue upward is warranted.

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:
PDS Revenues
Supplemental Budget Request

Public Defender

Fund 1  Cost Center 2650  Originator: Jon C. Komorowski

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

Name of Request: Travel Funding for Attorney Training

X  
Department Head Signature (Required on Hard Copy Submission)  Date  10/22/13

<table>
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</table>

1a. Description of request:

This ASR will cover the travel related costs (hotel, mileage, meals) for attorneys to attend mandatory training.

1b. Primary customers:

The primary customers are Public Defender clientele.

2. Problem to be solved:

The Washington Supreme Court adopted Standards to address basic elements of public defense practice related to effective assistance of counsel (CR 3.1/CRLJ 3.1/JuCR 9.2).

Standard 5.2, section A (effective October 1, 2012) states that "contracts for public defense services should provide for or include administrative costs associated with providing legal representation. These costs should include but not limited to travel; telephones; law library, including electronic legal research, financial accounting; case management systems; computers and software; office space and supplies; training; meeting the reporting requirements imposed by these standards; and other costs necessarily incurred in the day-to-day management of the contract."

Since 2011, due to budget cuts we have had to make, our department has had no funding for travel costs for attorneys. This request is critical to the issue of ensuring our attorneys meet Standards and have the requisite knowledge to provide the best legal services possible.

Standard 14.1, section G (effective October 1, 2012) states that in order for indigent accused to receive the effective assistance of counsel, to which they are constitutionally entitled, attorneys providing defense services shall meet the following minimum professional qualifications: (for our purposes we are only drawing attention to section G) "complete seven hours of continuing legal education within each calendar year in courses relating to their public defense practice."

3a. Options / Advantages:

Over the past several years we have sent attorneys to training as much as our funding (from savings) has allowed; however, we no longer have extra funding to assist attorneys to receive the requisite training mandated by Standards and the Washington BAR Association.

3b. Cost savings:

The cost savings are difficult to quantify; however, ensuring that attorneys have completed the requisite training, according to the Standards and the WSBA, will help alleviate possible law suites brought by litigants who may sue for ineffective assistance of counsel.

4a. Outcomes:

More effective assistance of counsel. Maintain high morale among attorney staff.

Tuesday, October 22, 2013
4b. Measures:
   Fewer clientele complaints.

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:
   This request will be funded by reappropriating unspent budget from 2013.
Supplemental Budget Request

Public Defender

<table>
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<tr>
<th>SuppID #</th>
<th>1639</th>
<th>Fund</th>
<th>1</th>
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<th>2650</th>
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<th>Julie Wilas</th>
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<td>Add'1 FTE</td>
<td>☑</td>
<td>Add'1 Space</td>
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</table>

**Name of Request:** Contracted Services - Front Desk

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

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

**1a. Description of request:**

This contracted service request will provide support to assist clientele arriving for appointments and also perform clerical duties such as answering phones, conducting court run activity and other duties as assigned.

**1b. Primary customers:**

Public Defender clientele and all Public defender staff and administration.

**2. Problem to be solved:**

Over the past two years, we have had to cut our clerical staff from 3 FTEs down to a .8 FTE. The work load has been overwhelming and we do not have enough staffing to assist with phones, greet clients or perform other clerical-type duties. We have, as the budget has allowed over the past year, hired temp agency services to help support the performance of these duties. Our office has a constant flow of clientele arriving for appointments and calling in to speak to their attorneys. We currently have other higher paid staff members having to step in and help out with front desk duties. This is an ineffective use of resources and reduces efficiencies.

**3a. Options / Advantages:**

We also considered adding a regular FTE to perform these duties but the County cannot accommodate adding FTEs at the current time. We have the support of the Executive to cover this critical service in 2014 with wage lapse from turnover in a senior deputy position and carryforward of savings from 2013. Being able to continue filling the hole with contracted services is our best option at this point and greatly enhance our department and provide a more efficient and effective work flow for clientele and all department staff members.

**3b. Cost savings:**

There are no cost savings; however, higher paid staff members will be able to focus on the jobs providing the services to clientele and attorneys in full rather than being pulled from their desks to assist with clerical functions.

**4a. Outcomes:**

Better quality services for clientele and all department staff members.

**4b. Measures:**

Better quality of services may be difficult to quantify; however, this request is critical for our office operations to run smoothly.

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

Our department will be able to complete services in a more timely manner for other departments. This will speed up services and provide better work flow to other departments (Superior, District Courts, Prosecutor’s Office and jail).

*Tuesday, November 05, 2013*
Supplemental Budget Request

Public Defender

Supp'l ID # 1839  Fund 1  Cost Center 2650  Originator: Julie Wiles

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

N/A.

6. Funding Source:

Salary savings from turnover in a senior deputy position vacated during the last quarter of 2013 will be used to fund these contracted services.
Supplemental Budget Request

Status: Pending

Sheriff

Supp# ID #: 1705

Fund: 1

Cost Center: 2900

Originator: Marianne Caldwell

Expenditure Type: Ongoing

Year: 2

Year: 2014

Add'l FTE: [ ]

Add'l Space: [ ]

Priority: 1

Name of Request: Incr in Road Diversion for Traffic Law Enforcement

X

Department Head Signature (Required on Hard Copy Submission)

Date: 11/5/13

Costs:

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1a. Description of request:

Beginning in 1996 the Road Fund diverted property tax from its levy to contribute to the cost of traffic policing. In 1996 $496,530 was diverted, in 2002 the diversion was increased to $706,530. This ASR increases the Road Fund Property Tax diversion for traffic policing $100,000 to $806,530.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

This request reduces the financial pressure on the General Fund by increasing Road Funds contribution toward the cost of traffic policing. Traffic policing includes traffic law enforcement, accident investigation, abandoned vehicles in the right of way and other right of way related investigation and enforcement. This diversion is necessary to allow the General Fund to pay for other priority services needed in our community.

3a. Options / Advantages:

The other alternative is to not divert the Road Levy. This is the best option because it uses Road Fund resources to pay for legitimate road related costs.

3b. Cost savings:

-None-

4a. Outcomes:

Traffic policing outcomes are currently being delivered and will continue to be delivered.

4b. Measures:

N/A

5a. Other Departments/Agencies:

Road Fund - will decrease the amount of property taxes received by the Road Fund

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

N/A

6. Funding Source:

Road Fund Taxes

Friday, November 01, 2013
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: August 26, 2013
SUBJECT: Supplemental Budget ID# 1584 Enhanced Patrols Along Nooksack River 2014

The attached Supplemental Budget requests budget authority for enhanced patrols along the Nooksack River in 2013.

Background and Purpose
Tubing activity creates a number of problems along the Nooksack River including parking issues, trespassing, property damage, public intoxication, DUI, lewd behavior, and disorderly conduct. At a meeting on August 6, 2013 the Whatcom County Council indicated support for Sheriff's Office deputies to increase patrols along the Nooksack River to address issues associated with tubing activities.

Funding Amount and Source
$30,000 from the General Fund.

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

Thank you.
Supplemental Budget Request

Sheriff Operations

Supp#ID # 1584  Fund 1 Cost Center 2920 Origrator: Dawn Pierce

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

Name of Request: Enhanced Patrols on Nooksack River 2014

X [Signature] 8/26/13
Department Head Signature (Required on Hard Copy Submission) Date

<table>
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<th>Costs</th>
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1a. Description of request:
The Sheriff's Office will provide enhanced patrols along the Nooksack River in 2014. These patrols are for education, enforcement and management of impacts on private property and roadways due to the increased recreational use of the Nooksack River during warm weather months. Tubing activity creates a number of problems in the area that requires increased Sheriff's Office presence.

1b. Primary customers:
Citizens of Whatcom County

2. Problem to be solved:
The Whatcom County Council and Executive's Office, as well as the Sheriff's Office has received numerous complaints pertaining to traffic issues, trespass on private property, property damage, lewd behavior and other issues created by increased recreational use in an undeveloped natural area. This increased use is during warm weather in the summer months, and issues regarding public safety, health and mitigation of impacts on private property have been brought forward by the community. The Executive's Office recommended that extra funding be provided to support extra Sheriff's Office patrols and presence in the area at peak times.

3a. Options / Advantages:
None for WCSO - no other effective option that Sheriff can provide.

3b. Cost savings:

4a. Outcomes:
Maintain public order, increased traffic safety and mitigate or prevent negative impacts from disorderly persons.

4b. Measures:

5a. Other Departments/Agencies:
n/a

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

Monday, August 26, 2013

Rpt: Rpt Suppl Regular
6. **Funding Source:**

$30,000 from the General Fund.
Supplemental Budget Request

Supreme Court

Suppl ID # 1722    Fund 1    Cost Center 3180    Originator: M Caldwell/D Reynolds

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

Name of Request: Remove Civil Commitment budget

X

Department Head Signature (Required on Hard Copy Submission)    Date

<table>
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<th>Object</th>
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<td>$0</td>
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1a. Description of request:

This request proposes to remove the 2014 budget for civil commitment of sexual predators from the Superior Court Administration budget. The state has taken on this activity directly and counties no longer need to contract for the service and then request reimbursement from the state.

1b. Primary customers:

N/A

2. Problem to be solved:

Removing excess restricted budgeted authority and revenues from the department’s budget will make the departmental budget easier to manage.

3a. Options / Advantages:

Could just leave the budget there and remove in the new biennium. Removing the budget is the best option for budget management purposes as the excess budget authority distorts how much expenditure authority the department really has to work with.

3b. Cost savings:

N/A

4a. Outcomes:

Civil commitment expenditure and revenue authority will be removed once the supplemental is adopted and recorded.

4b. Measures:

N/A

5a. Other Departments/Agencies:

No

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

N/A

6. Funding Source:

N/A

Thursday, October 31, 2013
Supplemental Budget Request

Treasurer

Fund 1 Cost Center 3300 Originator: M Caldwell/ S Oliver
Expenditure Type: Ongoing Year 2 2014 Add'L FTE □ Add'L Space □ Priority 1

Name of Request: Adjust 2014 Treasurer Revenues

X

Department Head Signature (Required on Hard Copy Submission) Date

<table>
<thead>
<tr>
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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<td>4317.2000</td>
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<td>4317.3200</td>
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<tr>
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</tr>
</tbody>
</table>

1a. Description of request:

Adjust 2014 Treasurer cost center revenues based on prior year actual and current year projected results:

- Adjust current year property taxes to account for an average current year 97.4% collection rate applied to a higher than expected assessed valuation (more new construction than budgeted)
- Decrease 1 year delinquent tax revenues by $75,000 and 2 year delinquent tax revenues by $10,000; these revenues have fallen off as mortgage companies have instituted measures to prevent delinquencies from occurring
- Increase private harvest taxes by $80,000 due to an up-tick in these revenues over the past 18 months
- Increase leasehold taxes by $30,000 based on 2012 annual revenues
- Increase REET processing fees by $65,000 due to an increase in real estate activity
- Decrease interest income by $150,000 due to continued low interest rates on investments. We had originally forecast an upward trend to interest rates by the second year of the biennium.

Net effect is a $140,000 increase in Treasurer cost center revenues.

1b. Primary customers:

N/A

2. Problem to be solved:

Adjust 2014 Budget

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

N/A

Friday, October 25, 2013
<table>
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<tr>
<th>Treasurer</th>
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<tbody>
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**4b. Measures:**
N/A

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

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

**6. Funding Source:**
N/A
Supplemental Budget Request

Status: Pending

Administrative Services

Supp'l ID #: 1665  
Fund: 108  
Cost Center:  
Originator: Marianne Caldwell

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

Name of Request: 2014 Health Insurance Increase - Road Fund

1a. Description of request:
Increase departmental budgets to allow for a $600 per year health insurance premium increase per regular employee. See attached listing of cost centers affected.

1b. Primary customers:
Only employees in bargaining units with settled contracts

2. Problem to be solved:
The Executive recognizes that health insurance premiums are continuing to rise and in order to prevent hardship for the employees has proposed that the County will cover up to a $50 per month increase in insurance premiums.

3a. Options / Advantages:
The other option is to do nothing which could cause employees to carry a larger share of the health insurance coverage costs.

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Public Works

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

6. Funding Source:
Fund Balance

Department Head Signature (Required on Hard Copy Submission)

Date:

1/5/13

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

Tuesday, October 08, 2013
MEMORANDUM

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

THROUGH: Frank M. Abart, PW Director

FROM: Shonda Shipman, PW Accounting Supervisor

DATE: September 23, 2013

**Requested Action**
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1613).

**Background and Purpose**
The budget supplemental is needed to pay for LEAN training for management and other training needed to maintain professional certifications and add to/ maintain the knowledge base of the department. The problem to be solved revolves around a set of entrenched application processes and "mind set" regarding how the department provides a variety of services to the public. While the general service delivery is meeting minimum acceptable levels, there is a capacity to reach higher levels of service utilizing the staff directly responsible.

**Funding Amount and Source**
Funding is from the Road Fund balance.

Please contact Frank Abart at extension 50678, if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

<table>
<thead>
<tr>
<th>Supp'1 ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1613</td>
<td>108</td>
<td>10895</td>
<td>Shonda Shipman</td>
</tr>
</tbody>
</table>

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

Name of Request: Training

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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<tr>
<td>6780</td>
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<tr>
<td>7110</td>
<td>Registration/Tuition</td>
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<tr>
<td></td>
<td><strong>Request Total</strong></td>
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</tr>
</tbody>
</table>

1a. Description of request:
The budget supplemental is needed to pay for LEAN training for the Engineering Services group and other training needed by management to maintain professional certifications and add to/maintain the knowledge base of the department.

1b. Primary customers:
Public Works employees and the citizens of Whatcom County.

2. Problem to be solved:
The problem to be solved revolves around a set of entrenched application processes and "mind set" regarding how the department provides a variety of services to the public. While the general service delivery is meeting minimum acceptable levels, there is a capacity to reach higher levels of service utilizing the staff directly responsible.

3a. Options/Advantages:
The current status quo is no longer considered acceptable in any private or public sector organization. The opportunity to make significant process improvements through current staff knowledge, applications, and efforts is a proven organizational development tool (POS example).

3b. Cost savings:
The opportunity for cost savings is determined by the successful effort of the project. No hard dollars can be identified at this time.

4a. Outcomes:
The outcome is anticipated to be an increased level of performance by the impacted employee group(s), an increased level of service to the public, an increased level of pride/morale among employees and a decrease in negative service level complaints from the public.

4b. Measures:
The basic "hard" measurement will be the reduced time for permit processing but other possible measures may be identified as part of the training process.

5a. Other Departments/Agencies:

5b. Name the person in charge of implementation and what they are responsible for:
Frank Abart, Public Works Director.
### Supplemental Budget Request

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Suppl ID #</strong></td>
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</table>

Road Fund balance.
MEMORANDUM

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

THROUGH: Frank M. Abart, PW Director

FROM: Shonda Shipman, PW Accounting Supervisor

RE: 2014 Supplemental Budget Request - Ferry

DATE: September 13, 2013

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1593).

- Background and Purpose
The budget is necessary to reimburse ER&R for the generator set located at the Gooseberry dock. This is a onetime expenditure. The generator set was purchased in 1995 by ER&R but was not set up on a rental schedule to reimburse the cost. This error was discovered in 2013.

- Funding Amount and Source
Funding is from the Ferry Fund balance.

Please contact Shonda Shipman at extension 50573, if you have any questions or concerns regarding this request.
## Supplemental Budget Request

### Status: Pending

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Ferry &amp; Docks</th>
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<tbody>
<tr>
<td>Suppl' ID #</td>
<td>1693</td>
</tr>
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</table>

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

**Name of Request:** Gen Set

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

\[Signature\]

**Date:** 10/10/2013

### Costs:

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<td>9201</td>
<td>Residual Equity Trans-Out</td>
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**Request Total:** $0

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1a. **Description of request:**

The budget is necessary to reimburse ER&R for the generator set located at the Gooseberry dock. This is a one time expenditure.

1b. **Primary customers:**

ER&R.

2. **Problem to be solved:**

The generator set was purchased in 1995 by ER&R but was not set up on a rental schedule to reimburse the cost. This error was discovered in 2013.

3a. **Options / Advantages:**

N/A.

3b. **Cost savings:**

N/A.

4a. **Outcomes:**

Full reimbursement to ER&R for the original cost of the generator set.

4b. **Measures:**

Outcome will occur upon the transfer of $17,000 to ER&R.

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

ER&R will be reimbursed for the original capital outlay.

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

N/A.

6. **Funding Source:**

Road fund balance.
Supplemental Budget Request

Administrative Services  Finance
Suppl ID #: 1667  Fund: 109  Cost Center: 10904  Originator: Marianne Caldwell
Expenditure Type: Ongoing  Year: 2014  Add'l FTE:  Add'l Space:  Priority: 1

Name of Request: 2014 Health Insurance Increase - Election Reserves

Department Head Signature (Required on Hard Copy Submission):  Date: 11/5/13

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
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<td>Request Total</td>
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1a. Description of request:
Increase departmental budgets to allow for a $600 per year health insurance premium increase per regular employee.

1b. Primary customers:
Only employees in bargaining units with settled contracts

2. Problem to be solved:
The Executive recognizes that health insurance premiums are continuing to rise and in order to prevent hardship for the employees has proposed that the County will cover up to a $50 per month increase in insurance premiums.

3a. Options / Advantages:
The other option is to do nothing which could cause employees to carry a larger share of the health insurance coverage costs.

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Increased budget for Auditor's Office - Election Reserve Division

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

6. Funding Source:
Fund Balance
Supplemental Budget Request

Status: Pending

Administrative Services  Finance

Suppl ID # 1639  Fund 114  Cost Center 114  Originator: Marianne Caldwell

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

Name of Request: To record offset for health ins inc in Vets Relief

X

Department Head Signature (Required on Hard Copy Submission)  Date

1a. Description of request:
Adopt budget authority to provide offsetting entries to charge out health insurance increases through hourly billing rates in the Health Department. See attached cost center listing and related Suppl ID 1681.

1b. Primary customers:
Only employees in bargaining units with settled contracts

2. Problem to be solved:
The Health Department uses hourly billing rates for most employees as an accounting mechanism to charge out employee wages and benefits to grant and restricted funding sources. This budget authorization is needed simply to accommodate this accounting mechanism. The entries have the effect of reducing budget authority in the "labor cost pool" cost center and increasing it in the restricted funding cost centers connected with the projects the employees will actually be working on. This is the entry needed for personnel whose time is partially allocated to the Veteran's Relief program.

3a. Options / Advantages:
none

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:
Veterans Relief Fund Balance

Tuesday, October 08, 2013
**Supplemental Budget Request**

**Administrative Services**
- Fund: 118
- Cost Center: 0
- Originator: Marianne Caldwell

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

**Name of Request:** 2014 Health Insurance Increase - Jail Fund

---

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

![Signature]

**Date:** 11/5/13

---

**Costs:**

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<td>6245</td>
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**Request Total:** $0

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1a. **Description of request:**

Increase departmental budgets to allow for a $600 per year health insurance premium increase per regular employee. See attached listing of cost centers affected.

1b. **Primary customers:**

Only employees in bargaining units with settled contracts

2. **Problem to be solved:**

The Executive recognizes that health insurance premiums are continuing to rise and in order to prevent hardship for the employees has proposed that the County will cover up to a $50 per month increase in insurance premiums.

3a. **Options / Advantages:**

The other option is to do nothing which could cause employees to carry a larger share of the health insurance coverage costs.

3b. **Cost savings:**

none

4a. **Outcomes:**

Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. **Measures:**

n/a

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

Jail budget will be increased

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

n/a

6. **Funding Source:**

Fund Balance
DATE: 09-20-2013

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

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

RE: Supplemental Budget Request #1619 for increased physician services compensation.

Please allow this memo to serve as a request for approval of the accompanying budget supplemental. This supplemental request will increase the compensation paid to the Jail’s on-site physician to more closely match the average level of compensation paid in the Whatcom County/Bellingham Area.

The Jail Physician provides on-site Family Practice level medical services to all offenders in the Main Jail and Work Center. A review of the Doctor’s hourly compensation rate, in comparison to other physicians practicing a similar category of medical care, revealed we were paying a rate significantly under what is average for our community. To bring our physician’s compensation into alignment with other similar physicians in the community, we are proposing a compensation increase. This supplemental provides the funding to increase the annual expenditure from the current $65,610 to $95,100. This new rate would begin on January 1, 2014.

This additional expenditure will be off-set with an increase in the annual guaranteed minimum revenue from the Jail Commissary services. As part of the bid/contract with our commissary provider, the jail will be receiving a minimum of $140,000.00 in commission on the jail commissary for 2014. This is an increase $48,000 over what was originally anticipated for 2014. This new revenue will more than off-set the increase in compensation for the jail doctor, and is an on-going source of funding.

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

Jail

Suppl ID #: 1618  Fund: 118  Cost Center: 118000  Originator: Wendy Jones

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

Name of Request: Increase commissary revenue

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

Date: 1/5/13

Costs: Object Description  Amount Requested
- 4341.7010  Other Sales  ($48,000)

Request Total  ($48,000)

1a. Description of request:
This supplemental is to account for an increased in anticipated commissary commissions for the Jail. The contract for this service went out to bid for 2014 and the successful bidder has increased the minimum guarantee from $90,000 to $140,000 per year. $92,000.00 had been placed in the jail’s budget as revenue for this item. The increase of $48,000.00 in anticipated revenue is the difference between the amount originally budgeted and the amount now anticipated.

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:
The guaranteed minimum commission payment on from the Jail commissary.

Friday, October 04, 2013
Supplemental Budget Request

Jail

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<td>118160</td>
<td>Wendy Jones</td>
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Expenditure Type: Ongoing  Year 2  2014  Add'l FTE  Add'l Space  Priority 1

Name of Request: Increase in Physician services

[Signature]

Department Head Signature (Required on Hard Copy Submission)  Date

10.3.2013

Costs:  

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<td>6635.006</td>
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<td>$30,000</td>
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Request Total  $30,000

1a. Description of request:

This budget supplemental is to increase the funds for the Jail Physician's services. A review of compensation rates for Family Practice Physicians in the Whatcom County/Bellingham area revealed that the average compensation rate we were paying was significantly less other Physicians. This supplemental will provide funding to bring the Doctor's compensation commensurate with other local physicians performing a similar level of medical care. Having an on-site physician reduces the need to access outside medical care, reducing the overall cost to the County and reducing opportunities for security issues involved with transporting offenders outside of the facility.

In addition, as part of the 2014 contract for services, our physician will be completing some specialized training that will allow him to utilize a newer medication to assist offenders with opiate withdrawal, a growing problem over the past 2-4 years. This will reduce trips to the emergency room and admissions to the hospital for medical issues arising from this type of drug withdrawal.

1b. Primary customers:

Offenders at both the Main Jail and Work Center in need of basic physician services.

2. Problem to be solved:

The Jail is legally required to provide basic health care for all offenders housed in our facilities. We have found it cost-effective to provide physician services via an on-site doctor, rather than trying to coordinate with multiple different doctors in the community. Our current provider, Dr. Stuart Andrews, works part-time and provides care similar in nature to a Family Practice doctor. He requested an increase in his compensation for the upcoming year, and when a review was done of local compensation rates for this type of service, we discovered we were significantly underpaying out physician. This increase will allow us to have a level of compensation that is competitive with the general community.

3a. Options / Advantages:

This contract went out to RFP in late 2011 for a contract starting in 2012. We received a total of 2 submissions and selected the current provider, who provided the lowest bid. The other bidder, a national firm, for this contract submitted a bid for a total annual cost of $106,473 in 2012.

While Dr. Andrews has requested in increase in compensation, he has been underpaid for the last 2 years when compared to other physicians with similar types of practice. Even at the increased compensation level we are requesting for 2014, the cost to the County will be less than the amount submitted by the second bidder for these services in 2011.

We have, in the past, considered simply using various outside primary care physicians, but determined that due to the costs of office calls and transport, having an in-house physician under contract provides a consistent level of service at a known cost, and allows us to provide the additional training to the one

Thursday, October 03, 2013
Supplemental Budget Request

Jail

Supp# ID # 1619  Fund 118  Cost Center 118160  Originator: Wendy Jones

doctor on the factors associated with Inmate sub-cultures and how those factors can complicate an offender’s health care.

3b. Cost savings:
Using the 2011 bid results as a comparison, $11,373.

4a. Outcomes:
Physician services will continue to be available in 2014.

4b. Measures:
Clinic lists of offenders seen by Dr. Andrews and invoices presented for payment.

5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
The jail will be receiving an increase in the annual guaranteed commissary commission as of January 1, 2014. The increase in this revenue will be at least $48,000. This will more than off-set the $30,000 in increased expenditure for this service, and allow us to provide a more realistic compensation for this critical service.
Supplemental Budget Request

Health Human Services

<table>
<thead>
<tr>
<th>Supp'1 ID #</th>
<th>Fund 121</th>
<th>Cost Center 121100</th>
<th>Originator: Christy Fowler</th>
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<th>Add'l FTE</th>
<th>Add'l Space</th>
<th>Priority</th>
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**Name of Request:** Housing 2060

Department Head Signature (Required on Hard Copy Submission) Date

<table>
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<td><strong>Request Total</strong></td>
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<td><strong>$21,464</strong></td>
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1a. **Description of request:**

This revenue source is restricted to providing low-income housing services as specified in state law. The revenue source is a surcharge on most documents recorded in the County Auditor's office. Because of recovery in the housing market these revenues are increasing above what was anticipated in the 2013-14 budget process. The Whatcom County Housing Advisory Committee is recommending that these increased revenues be used to increase services in the community. This increase in appropriation authority will be used to either expand services with existing contract or a request for proposals will be issued to determine the best use of these funds.

1b. **Primary customers:**

Persons with incomes at or below 50% of the median income for Whatcom County.

2. **Problem to be solved:**

Homelessness can be costly for taxpayers when you review data for hospitalizations, prison and jail information and emergency shelters. By focusing our resources on ending homelessness, we are making progress while helping the county's most vulnerable residents. This budget change covers the costs of operations and maintenance of supportive housing, shelters and transitional housing in the county so that they can continue to operate.

3a. **Options / Advantages:**

More people experiencing homelessness have access to safe housing. These services increase opportunities for low income residents of Whatcom County.

3b. **Cost savings:**

See 2 above.

4a. **Outcomes:**

Reduction in homelessness and people living in their cars or on the streets.

4b. **Measures:**

Homeless data systems, annual homeless census

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

Community agencies that receive these subcontracts will be effected.

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

Gail deHoog, Housing Program Specialist

6. **Funding Source:**

County Auditor recording fee revenue

---

*Tuesday, October 22, 2013*
Supplemental Budget Request

Administrative Services

Suppl ID # 1684  Fund 122  Cost Center 122200  Originator: Marianne Caldwell

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

Name of Request: To record offset for health ins inc in HomelessHsg

Date: 11/5/13

Department Head Signature (Required on Hard Copy Submission)

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

1a. Description of request:
Adopt budget authority to provide offsetting entries to charge out health insurance increases through hourly billing rates in the Health Department. See attached cost center listing and related Suppl ID 1681.

1b. Primary customers:
Only employees in bargaining units with settled contracts

2. Problem to be solved:
The Health Department uses hourly billing rates for most employees as an accounting mechanism to charge out employee wages and benefits to grant and restricted funding sources. This budget authorization is needed simply to accommodate this accounting mechanism. The entries have the effect of reducing budget authority in the "labor cost pool" cost center and increasing it in the restricted funding cost centers connected with the projects the employees will actually be working on. This is the entry needed for personnel whose time is partially allocated to the Homeless Housing program.

3a. Options / Advantages:
none

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:
Homeless Housing Fund Balance
Supplemental Budget Request

Health

Human Services

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>122</td>
<td>122100</td>
<td>Christy Fowler</td>
</tr>
</tbody>
</table>

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

Name of Request: Housing SB 2163 Revenue

[Signature]

Department Head Signature (Required on Hard Copy Submission)  Date: 9/30/13

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
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<tbody>
<tr>
<td>4341.2700</td>
<td>Auditor Filing-Homeless</td>
<td>($74,111)</td>
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<tr>
<td><strong>Request Total</strong></td>
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<td><strong>($74,111)</strong></td>
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</table>

1a. Description of request:

This revenue source is restricted to providing services specified in state law to homeless individuals. The revenue source is a surcharge on most documents recorded in the County Auditor's office. Because of recovery in the housing market these revenues are increasing above what was anticipated in the 2013-14 budget process. The Whatcom County Housing Advisory Committee is recommending that these increased revenues be used to increase services in the community. This increase in appropriation authority will be used to either expand services with existing contract or a request for proposals will be issued to determine the best use of these funds.

1b. Primary customers:

Homeless individuals and families.

2. Problem to be solved:

N/A

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

N/A

4b. Measures:

5a. Other Departments/Agencies:

N/A

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

6. Funding Source:

County Auditor recording fee revenue
Supplemental Budget Request

Status: Pending

Health

Suppl ID # 1634

Fund 122

Cost Center 122200

Originator: Christy Fowler

Human Services

Expenditure Type: One-Time

Year 2 2014

Add’l FTE □ Add’l Space □ Priority 1

Name of Request: Housing 1359

[Signature]

Department Head Signature (Required on Hard Copy Submission) 9/30/13

<table>
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<th>Object</th>
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<tr>
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1a. Description of request:

This revenue source is restricted to providing services specified in state law to homeless individuals. The revenue source is a surcharge on most documents recorded in the County Auditor's office. Because of recovery in the housing market these revenues are increasing above what was anticipated in the 2013-14 budget process. The Whatcom County Housing Advisory Committee is recommending that these increased revenues be used to increase services in the community. This increase in appropriation authority will be used to either expand services with existing contract or a request for proposals will be issued to determine the best use of these funds.

1b. Primary customers:

Households experiencing homelessness in Whatcom County

2. Problem to be solved:

While circumstances can vary, the main reason people experience homelessness is because they cannot find housing they can afford. The lack of affordable housing is a significant hardship for low-income households and can prevent them from meeting other basic needs, such as nutrition and health care, or saving for their future.

3a. Options / Advantages:

While steady gains are being achieved toward the goals of reducing and ending homelessness in Whatcom County, overall 34% decrease in the number of homeless persons since 2008, efforts must continue in directions that match federal, state and local planning goals. The 2013 annual Point in Time count showed that 561 persons were homeless in Whatcom County. By providing housing assistance and services people will obtain safe, affordable housing.

3b. Cost savings:

Homelessness can be costly for taxpayers when you review data for hospitalizations, prison and jail information and emergency shelters. By focusing our resources on ending homelessness, we can make real progress toward eradicating the social problem while helping the county's most vulnerable residents.

4a. Outcomes:

Whatcom County has adopted an approach to ending homelessness modeled in part after Housing First, a nationally recognized evidence-based best practice, emphasizing rapid re-housing and permanent housing placement with supportive services. Outcomes would include reduction in homelessness and reduce the amount of time people spend homeless.

4b. Measures:

Homeless data systems, annual homeless census.

5a. Other Departments/Agencies:

Monday, September 30, 2013

Rpt: Rpt Suppl Regular
Supplemental Budget Request

Status: Pending

<table>
<thead>
<tr>
<th>Health</th>
<th>Human Services</th>
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<tbody>
<tr>
<td>Supp'I D # 1834</td>
<td>Fund 122 Cost Center 122200 Originator: Christy Fowler</td>
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</table>

5b. Name the person in charge of implementation and what they are responsible for:
   Gail deHoog, Housing Program Specialist

6. Funding Source:
   County Auditor filing fees
Supplemental Budget Request

Status: Pending

Health

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

Human Services

Fund 122
Cost Center 122500
Originator: Christy Fowler

Suppl' ID # 1636

Name of Request: Emergency Solutions Grant

Department Head Signature (Required on Hard Copy Submission)

X

9/30/13

Date

Costs:

<table>
<thead>
<tr>
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</tr>
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<tbody>
<tr>
<td>4333</td>
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<td>6610</td>
<td>Contractual Services</td>
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<td>Request Total</td>
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<td>($12,015)</td>
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</table>

1a. Description of request:
The purpose of Emergency Solution Grant is to provide homelessness prevention assistance to households who would otherwise be homeless and to re-house people experiencing homelessness.

1b. Primary customers:
Whatcom County households who would otherwise be homeless without assistance and Whatcom County residents who are experiencing homelessness.

2. Problem to be solved:
Homelessness - to support Whatcom County's plan to end homelessness

3a. Options / Advantages:
This is a grant from Washington State Department of Commerce

3b. Cost savings:
Homelessness can be costly for taxpayers when you review data for hospitalizations, prison and jail information and emergency shelters. By focusing our resources on ending homelessness, we can make real progress toward eradicating the social problem while helping the county's most vulnerable residents.

4a. Outcomes:
Household will be prevented from becoming homeless and people experiencing homelessness will be housed.

4b. Measures:
Compare census data of annual point in time count. Track on homeless tracking databases.

5a. Other Departments/Agencies:
This grant will fund community agencies that provide the program services.

5b. Name the person in charge of implementation and what they are responsible for:
Gail deHoog, Housing Program Specialist

6. Funding Source:
Federal Grant from Washington State Department of Commerce
Supplemental Budget Request

Health Human Services

Supp'ID # 1637 Fund 122 Cost Center 122400 Originator: Christy Fowler

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

Name of Request: NSMHA Housing

Department Head Signature (Required on Hard Copy Submission) 9/30/13

<table>
<thead>
<tr>
<th>Object</th>
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<tbody>
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<td>6610</td>
<td>Contractual Services</td>
<td>$184,440</td>
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Request Total: $40,165

1a. Description of request:

We expected this grant to end in mid 2014 so the budget only includes funding for the first part of 2014. We now know that this grant will continue throughout 2014 therefore funding for the remainder of the year is included in this request. The original budget did not include appropriation authority for this grant. The appropriation amount requested here is for all of 2014. This grant funds housing services for persons with mental illness.

1b. Primary customers:

Residents of Whatcom County who are suffering from mental illness and who are homeless.

2. Problem to be solved:

Homelessness amongst the mentally ill population.

3a. Options / Advantages:

People with mental illness who are in safe, affordable housing improve their lives.

3b. Cost savings:

Homelessness can be costly for taxpayers when you review data for hospitalizations, prison and jail information and emergency shelters. By focusing our resources on ending homelessness, we can make real progress toward eradicating the social problem while helping the county's most vulnerable residents.

4a. Outcomes:

Reduction in number of homeless people suffering from mental illness.

4b. Measures:

Homeless data systems, annual homeless census

5a. Other Departments/Agencies:

This grant will fund community agencies that provide the program services.

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

Anne Deacon, Human Services Manager

6. Funding Source:

North Sound Mental Health Administration grant funding

Tuesday, October 01, 2013
Supplemental Budget Request

Administrative Services

Expenditure Type: Ongoing
Year: 2014
Status: Pending

Finance

Fund: 123
Cost Center: 123101
Originator: Marianne Caldwell

Name of Request: 2014 Health Insurance Increase - Stormwater Fund

Department Head Signature (Required on Hard Copy Submission) 6/13

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

1a. Description of request:
Increase departmental budgets to allow for a $600 per year health insurance premium increase per regular employee.

1b. Primary customers:
Only employees in bargaining units with settled contracts

2. Problem to be solved:
The Executive recognizes that health insurance premiums are continuing to rise and in order to prevent hardship for the employees has proposed that the County will cover up to a $50 per month increase in insurance premiums.

3a. Options / Advantages:
The other option is to do nothing which could cause employees to carry a larger share of the health insurance coverage costs.

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Public Works - Stormwater 2014 budget will be increased

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

6. Funding Source:
Fund Balance

Tuesday, October 08, 2013
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – Stormwater

DATE: September 27, 2013

• Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1600).

• Background and Purpose
This budget supplemental requests increased funding for the previously approved new position in Stormwater at a level up to Step 3 of range 230.0 - Senior Engineer. This provides flexibility to hire based on qualifications. Stormwater needs staff with technical skills to assist with design and construction of capital projects and to help meet NPDES Phase II requirements. Currently there is no engineer on staff except for the manager. Previously, Stormwater had an engineer on staff but the position was lost due to the 2009-2012 hiring freeze.

• Funding Amount and Source
Funding is from grants, REET reimbursements, and Flood Control Zone District fund balance.

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

Public Works

<table>
<thead>
<tr>
<th>Supp1 ID #</th>
<th>Fund</th>
<th>Cost Center</th>
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<tbody>
<tr>
<td>1600</td>
<td>123</td>
<td>123101</td>
<td>Shonda Shipman</td>
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Expenditure Type: Ongoing

Year: 2014

Add'l FTE: □
Add'l Space: □
Priority: 1

Name of Request: Stormwater new position add'l funding

Department Head Signature (Required on Hard Copy Submission) 10/11/2013

Costs:

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<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
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1a. Description of request:
Increased funding for the previously approved new position in Stormwater at a level up to Step 3 of range 230.0 - Senior Engineer. This provides flexibility to hire based on qualifications.

1b. Primary customers:
Compliance agencies (Environmental Protection Agency and Department of Ecology) and citizens of Whatcom County.

2. Problem to be solved:
Stormwater needs staff with technical skills to assist with design and construction of capital projects and to help meet NPDES Phase II requirements. Currently there is no engineer on staff except for the manager. Previously, Stormwater had an engineer on staff but the position was lost due to the 2009-2012 hiring freeze.

3a. Options / Advantages:
Having an in-house engineer will reduce Stormwater's reliance of hiring engineering consultants for technical expertise, design, and management of construction projects.

3b. Cost savings:
Considerable cost savings would be realized through the hiring of an in-house engineer. Development and management of capital construction projects would be more efficient as communications would primarily be internal, and there would be more control of project or program costs. Contracting out design work and construction management to an engineering consultant is generally more expensive and is not as productive with the extra communication in addition to the consultant's expenses and overhead costs.

4a. Outcomes:
Better in-house technical ability to comply with State/Federal mandates to move forward with capital project construction.

4b. Measures:
Success will be measured by a reduction in engineering costs and successful delivery of Stormwater capital projects.

5a. Other Departments/Agencies:

5b. Name the person in charge of implementation and what they are responsible for:
Kirk Christensen, Stormwater Engineering Manager is responsible for developing and achieving Stormwater's goals and priorities.

Tuesday, October 08, 2013
6. Funding Source:

Grants, REET reimbursements, and Flood Control Zone District fund transfers.
Supplemental Budget Request

Administrative Services

Expenditure Type: Ongoing

Finance

Fund: 124
Cost Center: 124100
Originator: Marianne Caldwell

Suppl ID #: 1885

Year: 2014

Add'l FTE: □
Add'l Space: □
Priority: 1

Name of Request: To record offset for health ins inc in MH/CD Fund

X

Department Head Signature (Required on Hard Copy Submission)

Date: 11/5/13

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
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<tbody>
<tr>
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<tr>
<td>6190</td>
<td>Direct Billing Rate</td>
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<td>Request Total</td>
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1a. Description of request:

Adopt budget authority to provide offsetting entries to charge out health insurance increases through hourly billing rates in the Health Department. See attached cost center listing and related Suppl ID 1681.

1b. Primary customers:

Only employees in bargaining units with settled contracts

2. Problem to be solved:

The Health Department uses hourly billing rates for most employees as an accounting mechanism to charge out employee wages and benefits to grant and restricted funding sources. This budget authorization is needed simply to accommodate this accounting mechanism. The entries have the effect of reducing budget authority in the "labor cost pool" cost center and increasing it in the restricted funding cost centers connected with the projects the employees will actually be working on. This is the entry needed for personnel whose time is partially allocated to the Mental Health/Chemical Dependency Fund.

3a. Options / Advantages:

none

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:

MH/CD Fund Balance

Tuesday, October 08, 2013
Supplemental Budget Request

Non-Departmental

Supp'ID # 1711  Fund 130  Cost Center 130100  Originator: Tawni Helms - Marianne Caldwell

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

Name of Request: EMS Countywide ALS Services

![Signature]

Department Head Signature (Required on Hard Copy Submission)  Date 11/15/13

Costs:

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<th>Object</th>
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<td>4342.2100</td>
<td>Emergency Medical Services</td>
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<td>6699</td>
<td>Other Services-Interfund</td>
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<td>7210.004</td>
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<tr>
<td>8301</td>
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Request Total  $0

1a. Description of request:

The current interlocal agreement for countywide EMS services is set to terminate on 12/31/13. The county desires to reconstruct the contractual relationship with the City of Bellingham and Fire District 7 for the provision of ALS services. The 2014 Interlocal Agreement between Whatcom County and the City of Bellingham includes fee for ALS services and transition costs which allow for a phase in - phase out approach for one Medic Unit. The number of Bellingham Medic Units will reduce from the current number of 4 units with one chase car down to 3 units with one chase car (EMS 6) to provide surge capacity and manage calls.

The 2014 interlocal agreement between Whatcom County and Fire District 7 includes fee for ALS services as well as transition costs to allow for a build up approach with respect to 1 full time, fully validated medic unit from Fire District 7.

In addition, the amount budgeted for 2014 includes $50,000 to the County to handle the costs of administering the EMS contracts and provide support for the Technical Advisory Board and the Emergency Medical Services Oversight Board.

This request also proposes covering one half of Fire District fire dispatch fees ($93,660). Fire dispatch fees have traditionally been paid for out of the General Fund. This practice was started in 1984 in exchange for Fire Districts providing first response for medical emergencies. Dispatch fees have risen steadily over the years and the General Fund can no longer afford to cover this cost. When the biennial budget was adopted in November 2012 it did not include funding for one-half of the fire dispatch fees in 2014, which were to be covered by the Fire Districts. This reduction has been delayed until formal agreements with the Districts have been reached. For 2014 it is proposed to fund one half of the fire dispatch fees from the General Fund, as originally planned, and one half from the EMS Fund.

1b. Primary customers:

Wednesday, October 30, 2013
Citizens of Whatcom County

2. **Problem to be solved:**
   Changing demographics in the County, along with a greater utilization of tiered service, has resulted in changes in the nature of service delivery, expectations for service, and capacity of various agencies to deliver service, all of which have driven the search for an updated, sustainable model of a still-unified EMS system to deliver emergency medical services through the cities and unincorporated area of the county.

3a. **Options / Advantages:**
   This contractual approach allows for multiple service providers and strategies to meet future service demands.

3b. **Cost savings:**
   N/A

4a. **Outcomes:**
   The City of Bellingham and Fire District 7 both as ALS Service Providers will work with the County to coordinate and implement ALS services as described in the scope of work and in accordance with best industry practices. The goal of the parties is to work cooperatively with each other as well as with the EOB and TAB to facilitate coordinated countywide paramedic ambulance services.

4b. **Measures:**
   Countywide ALS services will be coordinated and implemented in an integrated and uniform manner.

5a. **Other Departments/Agencies:**
   Executive Office will administer the oversight authority for both the Technical Advisory Committee and the Emergency Management Services Oversight Board.

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

6. **Funding Source:**
   EMS Fund
## 2014 BUDGET RECONCILIATION

<table>
<thead>
<tr>
<th></th>
<th>Current 2014 Budget</th>
<th>Supplemental</th>
<th>Revised 2014 Budget</th>
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<td>Fire Dispatch Fees</td>
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<td>EMS Administration</td>
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<td><strong>$ 5,703,606</strong></td>
<td><strong>$ 7,666,712</strong></td>
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# EMS System Proposal

## 3 COB + 1 FD7 + EMS 6

### Operations

<table>
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<th></th>
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<th>2015</th>
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<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax &amp; Interest¹</td>
<td>2,275,833</td>
<td>2,344,108</td>
<td>2,414,431</td>
</tr>
<tr>
<td>Whatcom County</td>
<td>1,433,000</td>
<td>1,433,000</td>
<td>1,433,000</td>
</tr>
<tr>
<td>District Dispatch Revenues²</td>
<td>293,000</td>
<td>301,321</td>
<td>309,879</td>
</tr>
<tr>
<td>Fee Revenues³</td>
<td>2,490,000</td>
<td>2,514,900</td>
<td>2,540,049</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>6,491,833</td>
<td>6,593,329</td>
<td>6,697,369</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COB Units</td>
<td>4,613,998</td>
<td>4,792,189</td>
<td>4,976,678</td>
</tr>
<tr>
<td>FD7 Units⁴</td>
<td>725,930</td>
<td>1,502,675</td>
<td>1,555,269</td>
</tr>
<tr>
<td>Dispatch²</td>
<td>937,624</td>
<td>964,253</td>
<td>991,637</td>
</tr>
<tr>
<td>One-half Fire Dispatch⁵</td>
<td>93,660</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transition Costs⁶</td>
<td>1,245,500</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>EOB/TAB Support</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>7,666,712</td>
<td>7,309,117</td>
<td>7,573,584</td>
</tr>
<tr>
<td><strong>Net Deficit</strong></td>
<td>(1,174,879)</td>
<td>(715,787)</td>
<td>(876,225)</td>
</tr>
</tbody>
</table>

### Effect on EMS Fund Balance

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>3,141,916</td>
<td>1,967,037</td>
<td>1,251,250</td>
</tr>
<tr>
<td>Less Net Deficit</td>
<td>(1,174,879)</td>
<td>(715,787)</td>
<td>(876,225)</td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>1,967,037</td>
<td>1,251,250</td>
<td>375,025</td>
</tr>
</tbody>
</table>

### Assumptions:

1. Sales Tax & Interest increase at 3% per year after 2014.
2. Dispatch Fees & District Dispatch Revenues increase at WhatComm Fire & EMS annual average percent of 2.84%.
3. Fee Revenues increase at 1% per year.
5. Payment for first response by Fire Districts, other half paid by General Fund.
6. 2014 transition costs include $739,000 for Bellingham to operate a 4th unit through June 30th, $250,000 for Bellingham to transition down to three units the last half of the year, and $256,500 for FD7 to transition up to one full unit during the first half of the year.
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – Solid Waste

DATE: September 27, 2013

Requested Action
Enlosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1610).

Background and Purpose
This supplemental budget request authorizes additional revenue in the amount of $138,328 from Department of Ecology grant funding to be added to Solid Waste's budget for total grant revenue of $281,104 for Coordinated Prevention activities. Availability of Coordinated Prevention Grant (CPG) funding beyond June 30, 2013 was unknown at the time of 2013-2014 budget preparation. Public Works Solid Waste Division has received notification that grant funding for CPG activities for 2013-2014 has now been awarded. This funding supports the operation of the Disposal of Toxics facility, currently provided by a contract agreement. Without this funding, the level of service would need to be reduced. The Solid Waste Executive Committee has recommended approval of this supplemental.

Funding Amount and Source
Funding is from the Washington State Department of Ecology.

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

Public Works

Expenditure Type: Ongoing
Year: 2014
Priority: 1

Name of Request: Coordinated Prevention Grant Funding

Department Head Signature (Required on Hard Copy Submission)

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>$138,328</td>
</tr>
<tr>
<td>4334.0314</td>
<td>State Grant</td>
<td>($138,329)</td>
</tr>
<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

1a. Description of request:
This supplemental budget request authorizes additional revenue in the amount of $138,328 from Department of Ecology grant funding to be added to Solid Waste's budget for total grant revenue of $281,104 for Coordinated Prevention activities.

1b. Primary customers:
The citizens of Whatcom County.

2. Problem to be solved:
Availability of Coordinated Prevention Grant (CPG) funding beyond June 30, 2013 was unknown at the time of 2013-2014 budget preparation. Public Works Solid Waste Division has received notification that grant funding for CPG activities for 2013-2014 has now been awarded. This funding supports the operation of the Disposal of Toxics facility, currently provided by a contract agreement. Without this funding, the level of service would need to be reduced.

3a. Options / Advantages:
The Disposal of Toxics facility operations provide a needed service for the citizens of Whatcom County to utilize safe disposal and recycling options for household hazardous waste as well as options for small quantity generator businesses. A decrease in services would lead to improper disposal and dumping of such wastes.

3b. Cost savings:
Reimbursement of an additional $138,328 in expenditures each year.

4a. Outcomes:
The continuation of current level of service for household hazardous waste disposal/recycling services.

4b. Measures:
The tonnage of materials collected.

5a. Other Departments/Agencies:
Interdepartmental agreements with Corrections, Public Works Maintenance & Operations and the Whatcom County Health Department for support services.

5b. Name the person in charge of implementation and what they are responsible for:
Chris Brueske, Assistant Public Works Director.

6. Funding Source:
Washington State Department of Ecology.
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – Solid Waste

DATE: September 27, 2013

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1609).

- Background and Purpose
This supplemental budget request authorizes $175,000 in funding to be added to the 2014 Solid Waste - Administration, Professional Services budget. The Department of Ecology has notified Whatcom County Solid Waste that it is necessary to update the Comprehensive Solid and Hazardous Waste Management Plan. This was not budgeted at the time of the 2013-2014 budget preparation. This funding will be used to hire an outside consultant to complete this project. The Solid Waste Executive Committee has recommended approval of this supplemental.

- Funding Amount and Source
Funding is from the Solid Waste Fund balance.

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

Public Works

<table>
<thead>
<tr>
<th>Fund #</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>140</td>
<td>140100</td>
<td>Shonda Shipman</td>
</tr>
</tbody>
</table>

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

Name of Request: Comp Solid & Hazardous Waste Mgmt Plan Update

Department Head Signature (Required on Hard Copy Submission)  
Date

1a. Description of request:
Additional $175,000 in funding to be added to the 2014 Solid Waste - Administration, Professional Services for update of the Comprehensive Solid & Hazardous Waste Management Plan. This amount will come from the Solid Waste Fund balance.

1b. Primary customers:
The citizens of Whatcom County.

2. Problem to be solved:
The Department of Ecology has notified Whatcom County Solid Waste that it is necessary to update the Comprehensive Solid and Hazardous Waste Management Plan. This was not budgeted at the time of the 2013-2014 budget preparation.

3a. Options / Advantages:
Updating the plan will keep Whatcom County in compliance with the Department of Ecology and eligible to apply for grant funding for future projects.

3b. Cost savings:
N/A.

4a. Outcomes:
Updating the plan will keep Whatcom County in compliance with the Department of Ecology and eligible to apply for grant funding for future projects.

4b. Measures:
Completed plan.

5a. Other Departments/Agencies:
Whatcom County Health Department.

5b. Name the person in charge of implementation and what they are responsible for:
Chris Brueske, Assistant Public Works Director

6. Funding Source:
Solid Waste Fund balance.
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

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

RE: 2014 Supplemental Budget Request – Solid Waste

DATE: September 27, 2013

Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1612).

Background and Purpose
This supplemental budget request authorizes additional revenue in the amount of $5,250 from Department of Ecology grant funding to be added to the Solid Waste budget for total grant revenue of $18,500 for litter related services. Availability of litter grant funding beyond June 30, 2013 was unknown at the time of the 2013-2014 budget preparation. Public Works Solid Waste Division has now received notification of Department of Ecology grant funding for litter related activities. It is necessary to add both revenue and expenditure authority now that funding is known for 2014. Additionally, disposal costs have been less than expected, so a decrease of $1,000 in disposal costs will be moved to the Corrections Reimbursable line item. The Solid Waste Executive Committee has recommended approval of this supplemental.

Funding Amount and Source
Funding is from the Washington State Department of Ecology.

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

Public Works  Solid Waste

<table>
<thead>
<tr>
<th>Supp'l ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1612</td>
<td>140</td>
<td>140309</td>
<td>Shonda Shipman</td>
</tr>
</tbody>
</table>

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

Name of Request: Litter Grant Funding

X

Department Head Signature (Required on Hard Copy Submission) Date

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4334.0314</td>
<td>($5,250)</td>
</tr>
<tr>
<td></td>
<td>6699.118</td>
<td>$6,000</td>
</tr>
<tr>
<td></td>
<td>6699.108</td>
<td>$250</td>
</tr>
<tr>
<td></td>
<td>6990</td>
<td>($1,000)</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
This supplemental budget request authorizes additional in the amount of $5,250 from Department of Ecology grant funding to be added to the Solid Waste budget for total grant revenue of $18,500 for litter related services.

1b. Primary customers:
The citizens of Whatcom County.

2. Problem to be solved:
Availability of litter grant funding beyond June 30, 2013 was unknown at the time of the 2013-2014 budget preparation. Public Works Solid Waste Division has now received notification of Department of Ecology grant funding for litter related activities. It is necessary to add both revenue and expenditure authority now that funding is known for the remainder of 2013 and for 2014. Additionally, disposal costs have been less than expected, so a decrease of $1,000 in disposal costs will be moved to the Corrections Reimbursable line item.

3a. Options / Advantages:
Litter funding requires no matching monies. Activities reimbursed at 100%.

3b. Cost savings:
None. This program would not take place without this funding.

4a. Outcomes:
Adopt a Road and other litter activities will be continued.

4b. Measures:
Tonnage of litter removed.

5a. Other Departments/Agencies:
Interdepartmental agreement with Corrections as well as assistance from Public Works Maintenance and Operations.

5b. Name the person in charge of implementation and what they are responsible for:
Chris Brueske, Assistant Public Works Director.

6. Funding Source:
Washington State Department of Ecology.
## Supplemental Budget Request

**Administrative Services** | **Finance**
---|---
**Supp ID #** 1674 | **Fund** 167 | **Cost Center** | **Originator:** Marianne Caldwell

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

**Name of Request:** 2014 Health Insurance Increase - Emergency Mgmt

---

**Department Head Signature (Required on Hard Copy Submission):** 11/5/13

---

<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>($1,200)</td>
</tr>
<tr>
<td>6245</td>
<td>Medical Insurance</td>
<td></td>
<td>$1,200</td>
</tr>
<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

---

1a. **Description of request:**

Increase departmental budgets to allow for a $600 per year health insurance premium increase per regular employee. See attached listing of cost centers affected.

1b. **Primary customers:**

Only employees in bargaining units with settled contracts

2. **Problem to be solved:**

The Executive recognizes that health insurance premiums are continuing to rise and in order to prevent hardship for the employees has proposed that the County will cover up to a $50 per month increase in insurance premiums.

3a. **Options / Advantages:**

The other option is to do nothing which could cause employees to carry a larger share of the health insurance coverage costs.

3b. **Cost savings:**

none

4a. **Outcomes:**

Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. **Measures:**

n/a

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

Sheriff's Office - Emergency Management budget will be increased

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

n/a

6. **Funding Source:**

Fund Balance
MEMORANDUM

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

THROUGH: Frank M. Abart, PW Director

FROM: Shonda Shipman, PW Accounting Supervisor  

RE: 2014 Supplemental Budget Request - Ferry

DATE: September 13, 2013

☐ Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1591).

☐ Background and Purpose
The additional budget is necessary to support the contract with the Opportunity Council which was recently engaged to screen all needs-based ferry pass applications at a cost of $50 per application. The Lummi Island Ferry Task Force requested the service of screening applications for needs-based ferry passes be moved to the Opportunity Council from the Whatcom County Treasurer's Office. The Treasurer has performed the screening for a number of years with no compensation from the ferry fund. The Opportunity Council is charging for this service requiring budget authority to compensate for their services.

☐ Funding Amount and Source
Funding is from the Ferry Fund balance.

Please contact Shonda Shipman at extension 50573, if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

<table>
<thead>
<tr>
<th>Suppl ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1591</td>
<td>444</td>
<td>444100</td>
<td>Shonda Shipman</td>
</tr>
</tbody>
</table>

Ferry & Docks

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

Name of Request: Needs based

Department Head Signature (Required on Hard Copy Submission)

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2910.100</td>
<td>Fund Balance</td>
<td>($2,000)</td>
</tr>
<tr>
<td></td>
<td>6630</td>
<td>Professional Services</td>
<td>$2,000</td>
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</tbody>
</table>

Request Total $0

1a. Description of request:
The additional budget is necessary to support the contract with the Opportunity Council which was recently engaged to screen all needs-based ferry pass applications at a cost of $50 per application.

1b. Primary customers:
Lummi Island residents attempting to qualify for reduced rate ferry passes.

2. Problem to be solved:
The Lummi Island Ferry Task Force requested the service of screening applications for needs-based ferry passes be moved to the Opportunity Council from the Whatcom County Treasurer's Office. The Treasurer has performed the screening for a number of years with no compensation from the ferry fund. The Opportunity Council is charging for this service requiring budget authority to compensate for their services.

3a. Options / Advantages:
It has been considered to bring the screening in house to Public Works. However, staff does not have the training to evaluate the criteria established by The Department of Housing and Urban Development to qualify applicants under the very-low income guidelines. The Opportunity Council regularly screens for financial assistance under these guidelines. The Opportunity Council was the vendor recommended by the Lummi Island Task Force to perform these services.

3b. Cost savings:
N/A

4a. Outcomes:
The Opportunity Council will screen all applications to determine if the very-low income guidelines are met. When approved, applicants will purchase reduced fare ferry passes at the Public Works Administrative Office. We anticipate an increase in the number of qualifying applicants based on the low income levels of the program.

4b. Measures:
Applicants will be approved in a timely manner as per HUD very-low income guidelines.

5a. Other Departments/Agencies:
The Opportunity Council will screen all applications creating a new revenue stream.

5b. Name the person in charge of implementation and what they are responsible for:
Debbie Paton, Community Outreach Director at the Opportunity Council is responsible for implementing the program for their agency. Public Works is working closely with her on the implementation.

6. Funding Source:

Tuesday, October 08, 2013
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Ferry &amp; Docks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund 1591</td>
<td>Originator: Shonda Shipman</td>
</tr>
<tr>
<td>Cost Center 444100</td>
<td></td>
</tr>
</tbody>
</table>

Ferry fund balance.
Supplemental Budget Request

Status: Pending

Administrative Services

Suppl ID # 1679

Finance

Fund 501

Cost Center

Originator: Marianne Caldwell

Expenditure Type: Ongoing

Year 2 2014

Add'l FTE □ Add'l Space □ Priority 1

Name of Request: 2014 Health Insurance Increase - ER&R

[Signature]

Department Head Signature (Required on Hard Copy Submission) Date

1a. Description of request:

Increase departmental budgets to allow for a $600 per year health insurance premium increase per regular employee. See attached listing of cost centers affected.

1b. Primary customers:

Only employees in bargaining units with settled contracts

2. Problem to be solved:

The Executive recognizes that health insurance premiums are continuing to rise and in order to prevent hardship for the employees has proposed that the County will cover up to a $50 per month increase in insurance premiums.

3a. Options / Advantages:

The other option is to do nothing which could cause employees to carry a larger share of the health insurance coverage costs.

3b. Cost savings:

none

4a. Outcomes:

Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:

n/a

5a. Other Departments/Agencies:

Public Works - ER&R division budget will be increased

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

n/a

6. Funding Source:

Retained Earnings

Tuesday, October 08, 2013

Rpt: Rpt Suppl Regular

666
MEMORANDUM

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

THROUGH: Frank M. Abart, PW Director

FROM: Eric L. Schlehuber, PW Equipment Services Manager

RE: 2014 Supplemental Budget Request- ER&R

DATE: September 13, 2013

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Requests #1595).

- Background and Purpose
We are submitting a supplemental budget for the following reasons:

  - Supp'l ID #1595
    - ER&R procures material and supplies for use/resale to the partner divisions in Whatcom County such as M&O, Sheriff, Flood, etc. The 2014 budget for road maintenance supplies in M&O was increased for a higher level of road maintenance activity. Due to an error during the budgeting process, the budget in ER&R for 2014 was not increased accordingly to accommodate the increased need for road materials and supplies for the M&O work plan. This action will correct the under-budgeting problem for 2014.

<table>
<thead>
<tr>
<th>Item</th>
<th>Original budget</th>
<th>Budget increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchases for resale- Road oil</td>
<td>$908,000</td>
<td>$700,000</td>
</tr>
</tbody>
</table>

- Funding Amount and Source
Additional revenue of $79,800 is from increased inventory sales and associated markup.

Please contact Eric L. Schlehuber at extension 50607, if you have any questions or concerns regarding this request.
# Supplemental Budget Request

**Public Works**

**Equipment Services**

- **Suppl ID #** 1595
- **Fund** 501
- **Cost Center** 501300
- **Originator:** Shonda Shipman
- **Expenditure Type:** One-Time
- **Year 2 2014**
- **Add’l FTE** □
- **Add’l Space** □
- **Priority** 1

**Name of Request:** Purchases for Resale

![Signature]

**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>2880.1000</td>
<td>Retained Earnings</td>
<td>$79,800</td>
<td></td>
</tr>
<tr>
<td>4348.7000</td>
<td>Sales of Other Merchandi</td>
<td>($779,800)</td>
<td></td>
</tr>
<tr>
<td>6480</td>
<td>Purchases For Resale</td>
<td>$700,000</td>
<td></td>
</tr>
</tbody>
</table>

**Request Total** $0

---

1a. **Description of request:**

The budget is necessary for ER&R to procure road oil for use by the Maintenance & Operations Division to maintain county roads.

1b. **Primary customers:**

Citizens of Whatcom County.

2. **Problem to be solved:**

ER&R procures materials and supplies to sell to the Maintenance & Operations Division throughout the year for road maintenance. The 2014 budget for road maintenance was increased causing the need for larger amounts of materials. A corresponding increase in the ER&R budget to purchase the materials is needed to accommodate this increased level of service.

3a. **Options / Advantages:**

N/A.

3b. **Cost savings:**

N/A.

4a. **Outcomes:**

Sufficient materials will be on hand to meet the increased needs of the Maintenance & Operations Division.

4b. **Measures:**

The budgeted levels of activity in Maintenance & Operations will be fully supported.

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:**

ER&R increased revenue from inventory markup on supplies.
Supplemental Budget Request

Administrative Services  Finance

Supp ID #: 1879  Fund: 507  Cost Center:  
Originator: Marianne Caldwell

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

Name of Request: 2014 Health Insurance Increase - Admin Services

X

Department Head Signature (Required on Hard Copy Submission)  Date: 11/5/13

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2880.1000</td>
<td>Retained Earnings</td>
<td>($14,460)</td>
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<tr>
<td></td>
<td>6245</td>
<td>Medical Insurance</td>
<td>$14,460</td>
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<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Increment departmental budgets to allow for a $600 per year health insurance premium increase per regular employee. See attached listing of cost centers affected.

1b. Primary customers:
Only employees in bargaining units with settled contracts

2. Problem to be solved:
The Executive recognizes that health insurance premiums are continuing to rise and in order to prevent hardship for the employees has proposed that the County will cover up to a $50 per month increase in insurance premiums.

3a. Options / Advantages:
The other option is to do nothing which could cause employees to carry a larger share of the health insurance coverage costs.

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Administrative Services divisions' 2014 budgets will be increased

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

6. Funding Source:
Retained Earnings
Supplemental Budget Request

Status: Pending

Administrative Services

Expenditure Type: One-Time

Year 1 2013

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Copier Budget Reduction

Department Head Signature (Required on Hard Copy Submission)

Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4365.1030</td>
<td>Other Interfnd Rentals</td>
<td>$200,000</td>
</tr>
<tr>
<td></td>
<td>7060</td>
<td>Repairs &amp; Maintenance</td>
<td>($200,000)</td>
</tr>
<tr>
<td></td>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:

We have changed the manner in which copiers are billed. Copiers are now billed directly to county departments. We no longer need this budget because we are not longer paying monthly bills for copiers and billing departments.

1b. Primary customers:

N/A

2. Problem to be solved:

This correct the budget to reflect a change is practice.

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

N/A

4b. Measures:

N/A

5a. Other Departments/Agencies:

No

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

6. Funding Source:

No cost.