WHATCOM COUNTY COUNCIL AGENDA BILL

Clearances

Originator: Karin Wessman
Initial: (W)
Date: 11-20-13

Division Head: Mark Personius
Initial: (P)
Date: 11-26-13

Dept. Head: Sam Ryan
Initial: (K)
Date: 11-27-13

Prosecutor: Royce Buckingham

Purchasing/Budget: Brad Bennett

Executive: Jack Louws
Initial: (A)
Date: 12-3-13

Agenda Date: 12/10/13
Assigned to: NR Committee

Whatcom County Agricultural-Watershed Pilot Project: presentation and update on progress in the project to date (part way through Phase 2).

Attachments:

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

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

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

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

Committee Action:

Council Action:

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

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

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

FROM: Karin Wessman, Planner

THROUGH: Mark Personius, Long Range Planning Manager

DATE: November 25, 2013

SUBJECT: Whatcom County Ag-Watershed Pilot Project update  
(implemented according to the Department of Commerce,  
Watershed Protection and Restoration Land Use Grant Contract  
#201203014)

Phase 1 of the Ag-Watershed Pilot Project was completed in summer 2013. The project team prepared four fact sheets during phase 1 which provide an overview of the project deliverables for phase 1 and the tools to be tested in two pilot projects during phase 2.

Work on the second phase of the Ag-Watershed Pilot Project began in July 2013, after Council's approval of extension of the consultant contract for professional services assistance in Phase 2. Staff and consultants would like to discuss project progress to date with you, and to present an overview of the planned phase 2 work products. Project partners and members of the project team will be available to answer questions.

The project fact sheets and additional project information can be accessed via the Whatcom County Agricultural Program site at http://www.co.whatcom.wa.us/pds/plan/ir/projects/agprogram/current-initiatives.jsp or alternatively from the home page of the Ag-Watershed Project website at https://sites.google.com/site/wcwatershedag/

Please contact Karin Wessman ext. 51072 if you have any questions or concerns regarding this information.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES | Initial | Date | Date Received in Council Office | Agenda Date | Assigned to:
---|---|---|---|---|---
Originator: | A | 11/15/13 | | 11/26/13 | Introduction
Division Head: | | | | | 
Dept. Head: | | 11/15/13 | | 12/10/13 | Finance/Council
Prosecutor: | D | 11/8/13 | | | 
Purchasing/Budget: | | 11/15/13 | | | 
Executive: | | 11/18/13 | | | 

TITLE OF DOCUMENT: Ordinance Ordering The Closure of the Yew Street Road Project Budget Fund

ATTACHMENTS: Proposed ordinance and memo.

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

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

This ordinance orders the closure of the Yew Street Road Project Budget Fund.

COMMITTEE ACTION:

COUNCIL ACTION:
11/26/2013: Introduced

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

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

TO: 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: November 5, 2013

SUBJECT: Ordinance to Close the Yew Street Road Project Budget Fund 335

Attached is a proposed ordinance to close the Yew Street Road Project Budget Fund 335. The project is complete and the project fund is no longer needed.

If you have any questions regarding this request, please contact Shonda Shipman at extension 50573.

Thank you.
ORDINANCE NO. ____________

CLOSING YEW STREET ROAD PROJECT BUDGET FUND 335

WHEREAS, on July 21, 2009, Ordinance 2009-058 created the Yew Street Road Construction Fund and Ordinance 2010-059 funded the project budget for Yew Street Road construction; and,

WHEREAS, the Road Fund contributed $1,672,000 towards the project; and,

WHEREAS, the project has now been completed; and,

WHEREAS, the project fund is no longer needed;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Yew Street Road Construction Fund be dissolved.

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:

Dan Gibson, Chief Civil Deputy Prosecutor
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
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<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<tbody>
<tr>
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**TITLE OF DOCUMENT:** Ordinance Ordering The Closure of the Lincoln Road Project Budget Fund

**ATTACHMENTS:** Proposed ordinance and memo.

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

This ordinance orders the closure of the Lincoln Road Project Budget Fund.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

11/26/2013: Introduced

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: 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: November 5, 2013

SUBJECT: Ordinance to Close the Lincoln Road Project Budget Fund 336

Attached is a proposed ordinance to close the Lincoln Road Project Budget Fund 336 and to transfer the remaining cash balance back into the Road Fund 108. The project is complete and the project fund is no longer needed.

If you have any questions regarding this request, please contact Shonda Shipman at extension 50573.

Thank you.
SPONSORED BY: Consent

PROPOSED BY: Executive

INTRODUCTION DATE: _____________

ORDINANCE NO. ____________

CLOSING LINCOLN ROAD PROJECT BUDGET FUND 336

WHEREAS, on May 11, 2010 Ordinance 2010-023 created the Lincoln Road Construction Fund and Ordinance 2010-024 funded the project budget for Lincoln Road construction; and,

WHEREAS, the Road Fund contributed $1,500,000 towards the project; and,

WHEREAS, the project has now been completed; and,

WHEREAS, the project fund is no longer needed; and,

WHEREAS, remaining cash in the amount of $585,198.33 should be returned to the Road Fund,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Lincoln Road Construction Fund be dissolved and its cash balance be returned to the Road Fund.

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:

Dan Gibson, Chief Civil Deputy Prosecutor
### Whatcom County Council Agenda Bill

**Clearances**

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<td>GLR</td>
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**Title of Document:** 2013 Supplemental Budget Request #15

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

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

Supplemental #15 requests funding from the General Fund:

1. To appropriate $1,500 in the Sheriff’s Office to fund Force Science Training.
   - Victim Witness Fund:
2. To appropriate $1,468 in Prosecuting Attorney Office to fund closure day coverage.

**Committee Action:**

**Council Action:**

11/26/2013: Introduced
ORDINANCE NO.
AMENDMENT NO. 15 OF THE 2013 BUDGET

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

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

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>1,500</td>
<td>(1,500)</td>
<td></td>
</tr>
<tr>
<td>Total General Fund</td>
<td>1,500</td>
<td>(1,500)</td>
<td></td>
</tr>
<tr>
<td>Victim Witness Fund</td>
<td>1,468</td>
<td></td>
<td>1,468</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>2,968</td>
<td>(1,500)</td>
<td>1,468</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of ____________________, 2013.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

Kathy Kershner, Chair of the Council

( ) Approved ( ) Denied

Jack Louws, County Executive

Date: __________________________

I:\BUDGET\SUPPLS\2013_Suppl\Supplemental #15-2013.doc
### Summary of the 2013 Supplemental Budget Ordinance No. 15

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased Expenditure (Decrease)</th>
<th>(Increased) Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund Force Science Training.</td>
<td>1,500</td>
<td>(1,500)</td>
<td>-</td>
</tr>
<tr>
<td>Total General Fund</td>
<td></td>
<td>1,500</td>
<td>(1,500)</td>
<td>-</td>
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<tr>
<td>Victim Witness Fund</td>
<td>To fund closure day coverage.</td>
<td>1,468</td>
<td></td>
<td>1,468</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td></td>
<td>2,968</td>
<td>(1,500)</td>
<td>1,468</td>
</tr>
</tbody>
</table>
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: November 7, 2013
SUBJECT: Supplemental Budget ID #1726
Force Science Training

The attached supplemental budget requests budget authority (revenue and expenditure) for one deputy to attend Force Science Certification Class with scholarship funds provided by Washington Counties Risk Pool.

Background and Purpose
In October 2013, the Washington Counties Risk Pool awarded a $1,500.00 scholarship for one Whatcom County Sheriff’s Office deputy to attend a Force Science Institute Certification class. Funds were received by the Sheriff’s Office and deposited 11/04/13.

These funds will be used for tuition for one deputy to attend the Force Science Certification Class scheduled for February 10-14, 2014 in Seattle, WA. Although the course is scheduled for 2014, payment must be made in 2013 to confirm registration.

This training will provide instruction in the proper situational response and application of force and guidance for effective documentation following a force response incident.

Funding Amount and Source
Scholarship funds of $1,500.00 for course registration provided by Washington Counties Risk Pool.

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

Thank you.
Supplemental Budget Request

Sheriff Administration
Supp11D # 1726 Fund 1 Cost Center 2940 Originator: Dawn Pierce

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

Name of Request: Force Science Training

Department Head Signature (Required on Hard Copy Submission) Date

13

<table>
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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td>4369.9001</td>
<td>Miscellaneous Revenues</td>
<td>($1,500)</td>
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<td>7110</td>
<td>Registration/Tuition</td>
<td>$1,500</td>
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<td>Request Total</td>
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<td>$0</td>
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</table>

1a. Description of request:
Budget authority is needed for one deputy to attend Force Science Certification Class with scholarship funds provided by Washington Counties Risk Pool.

1b. Primary customers:
Sheriff's Office

2. Problem to be solved:
Training will provide advanced understanding of force response encounters and the necessary steps required to thoroughly document, prosecute, and defend force-related incidents. Specifically, students will receive instruction that will allow them to recognize and articulate important human responses that influence behavior and memory recall during force response and pursuit situations.

3a. Options / Advantages:

3b. Cost savings:
Cost savings of $1,500.00 for course registration. This risk management training will be implemented within the Sheriff's Office force response training curriculum with the potential of mitigating liability to the County.

4a. Outcomes:
One deputy will attend Force Science Certification Class.

4b. Measures:
Deputy will complete the course and obtain Force Science Certification.

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:
Scholarship funds in the amount of $1,500.00 for course registration provided by Washington Counties Risk Pool.

Thursday, November 07, 2013

Rpt: Rpt Suppl Regular 13
1a. Description of request:
Increase Victim Witness (V-W) Fund budget to cover increase in wages and benefits of the one Victim Witness Fund employee due to adding back 6 closure days in 2013.

1b. Primary customers:
Victim-Witness Fund employee

2. Problem to be solved:
The Victim-Witness Fund budget is very limited. The budget covers one employee, the admin and current expense cost allocations, and a transfer to the General Fund in support of two positions in the Prosecuting Attorney's Office. There are no accounts in the Victim Witness Fund budget which could be used to cover the add-back of six closure days into the V-W budget.

3a. Options / Advantages:
There are 3 options:
1) Increase the budget for the V-W Fund out of its own fund balance
2) Decrease the Admin Cost Allocation and use the excess budget authority to cover the expenses. This would affect the Administrative Services Fund Balance.
3) Decrease the transfer to the General Fund and use the excess budget authority to cover the expenses. This would affect the General Fund Balance.

At this juncture, option 1 is the best approach to take since the increased expenses relate to an employee who is funded by the Victim Witness Fund. This approach also avoids decreasing budgeted revenue to the Administrative Services Fund or General Fund.

3b. Cost savings:
None

4a. Outcomes:
When adopted and recorded, the budget increase will prevent the Victim Witness Fund from exceeding its 2013 budget appropriation.

4b. Measures:
Success will be measured by the Fund staying within its expenditure authority budget and not having to decrease its transfers to other funds.

5a. Other Departments/Agencies:
N/A

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

Friday, November 15, 2013
WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2013-402

CLEARANCES

<table>
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<tr>
<th>Originator:</th>
<th>Initial</th>
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<th>Date Received in Council Office</th>
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<td>11/26/13</td>
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<td>Intro</td>
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Division Head:

| Dept. Head:           |         | 11/26/13  |                                  | 12/10/13    | Finance      |
|                       |         |           |                                  |             | Committee;   |
|                       |         |           |                                  |             | Council      |

Prosecutor:

| Purchasing/Budget:    |         | 11/26/13  |                                  |             |              |

Executive:

TITLE OF DOCUMENT: 2014 Supplemental Budget Request #3

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 #3 requests funding from the Jail Fund:

1. To appropriate $326,000 to fund increase in new Jail nursing contract.

COMMITTEE ACTION:

COUNCIL ACTION:

11/26/2013: Introduced

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
ORDINANCE NO. 3 OF THE 2014 BUDGET

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

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

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jail Fund</td>
<td>326,000</td>
<td></td>
<td>326,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>326,000</td>
<td></td>
<td>326,000</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of ___________________, 2013.

ATTEST:

Dana Brown-Davis, Council Clerk

Kathy Kershner, Chair of the Council

APPROVED AS TO FORM:

Daniel A. Sislo, Civil Deputy Prosecutor

( ) Approved     ( ) Denied

Jack Louws, County Executive

Date: ___________________
<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>Jail Fund</td>
<td>To fund increase for new Jail nursing contract.</td>
<td>326,000</td>
<td></td>
<td>326,000</td>
</tr>
<tr>
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<td></td>
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</tr>
<tr>
<td>Total Supplemental</td>
<td></td>
<td>326,000</td>
<td></td>
<td>326,000</td>
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</table>
Supplemental Budget Request

Jail

Suppl ID # 1740 Fund 118 Cost Center 118160 Originator: Wendy Jones

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

Name of Request: Jail Nursing Services Increase

X  Bell E

Department Head Signature (Required on Hard Copy Submission) Date

11-26-2013

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<tr>
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<th>Object</th>
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<td>6635.003</td>
<td>Visiting Nurse Personal</td>
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<tr>
<td>Request Total</td>
<td></td>
<td>$260,800</td>
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</table>

1a. Description of request:

This Supplemental will be used to cover increased expenditures for nursing/medical administration costs for the Jail and Work Center. This increase is the result of having to change providers for this service, as Visiting Nurse Home Health Care, our current provider, is closing down.

1b. Primary customers:

Offenders at the Whatcom County Main Jail and Work Center.

2. Problem to be solved:

The jail has contracted with Visiting Nurse Home Health Care for approximately 20 years. In late September, we were notified that Visiting Nurse would be closing down the agency no later than mid-December of this year, leaving us with no ability to provide basic nursing care. Due to the short time frame between the notification and the end of business for Visiting Nurse, there was insufficient time to go through a standard RFP process. I began contacting a number of local providers of basic health care, including Interfaith, Sea Mar, Peace Health, Option Care/Walgreens and Northwest Regional Council (NWRC). All but one of these agencies responded that they felt the services were within their missions, however, with the launch of the Affordable Care Act and the new Washington State Health Home program, they did not have the ability to pursue the contract with us at this time. The one agency that indicated they would be able to work with us was NWRC.

We entered into negotiations with NWRC and have worked out an agreement, which will be coming to Council for approval. The contract will provide for basic nursing and medical administration services, to include direct care, medication administration, coordination of care with other practitioners, and other nursing services. Through the negotiation process, we became aware that Visiting Nurse has been basically subsidizing the County for several years by providing nursing service hours in excess of the contracted amount, and then not billing the County for that time. The additional hours are the result of increasingly serious health needs of the offender population. The contract we have negotiated with NWRC reflects the increase in estimated hours. We will be working with NWRC after the first of the year to review staffing plans and see if there is any way to create a staffing plan that will provide adequate coverage at reduced hours.

The jail has a legal responsibility to provide health care for offenders housed in our facilities. Having solid nursing care is the foundation of that care and is an essential service in the running of a corrections facility.

3a. Options / Advantages:

Several other providers were contacted and responded they were unable to provide the service, for the reasons previously outlined. NWRC has a history of providing program administration for a variety of government programs ranging from the Boundary Review Board to Elder Care. Overseeing the jail's

Tuesday, November 26, 2013

Rpt: Rpt Suppl Regular
Jail

Fund 118  Cost Center 118160  Originator: Wendy Jones

nursing program on an interim level will provide local oversight with an agency having an excellent reputation. The willingness of NWRC to take this contract on an interim basis provides us the time we will need to go through the full RFP process in May/June of 2014.

3b. Cost savings:
Cost savings are difficult to quantify as they are a potential reduction in liability risk to the County. Inmate-generated lawsuits occur on a regular basis. The most common grounds for these lawsuits are health care or lack thereof. A recent example of issues resulting in legal actions for allegedly poor correctional health care can be found in Snohomish County, which is defending itself against at least 2 lawsuits arising from inmate deaths in the Snohomish County jail, allegedly due to inadequate health care.

4a. Outcomes:
Nursing and medical administration services will be provided starting in December of 2013 and continue through December 31, 2014.

4b. Measures:
Nursing services are tracked and reviewed on a monthly basis. Detailed invoices are prepared for payment, and the quality of these services are reviewed monthly by the Nursing program director, our Administrative Physician as part of his monthly chart review and Jail Administrative Staff. Results of chart audits are reviewed by the health care team on a quarterly basis.

5a. Other Departments/Agencies:
Increases in costs impact the per diem rates charged to municipalities and the portion of costs covered by the Jail sales tax and ultimately the fund balance. A $326,000 increase will add $2.28 to the in-custody per diem rates.

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

6. Funding Source:
Jail Fund Balance and in-custody per diem rates.
TITLE OF DOCUMENT:
Boundary Line Adjustment Between Whatcom County and Dorothy Copp

ATTACHMENTS:
Resolution and survey

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( ) NO
Should Clerk schedule a hearing? ( X ) Yes ( ) NO
Requested Date: 12/10/13

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 requesting authorization to enter into a boundary line adjustment and sale of property to Dorothy
Copp to correct an encroachment of a deck and garage.

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 and Members of the Whatcom County Council

FROM: Michael McFarlane, Director

DATE: October 28th, 2013

RE: Copp Boundary Line Adjustment Resolution

- Requested Action
Enclosed is a resolution to authorize entering into a boundary line adjustment with Dorothy Copp to correct an encroachment of a deck and garage onto County Park property in the Glacier area.

- Background and Purpose
Park staff discovered that Ms. Copp had constructed portions of a deck and garage on County Park property. After reviewing the situation, it was determined that a boundary line adjustment and subsequent reimbursement by Ms. Copp to the County for the value of the loss of the property would remedy the situation for all parties. A valuation of the property the County proposes to transfer was completed by the County's Real Estate Manager and approved by the Property Management Committee. This resolution defines the terms and authorizes the County's participation in the boundary line adjustment.

- Funding
Ms. Copp will pay all the costs associated with the boundary line adjustment and transfer.

Please contact Michael McFarlane at extension 32072 if you have any questions or concerns regarding this request.
RESOLUTION NO. __________

BOUNDARY LINE ADJUSTMENT BETWEEN WHATCOM COUNTY AND DOROTHY COPP

WHEREAS, WCC 21.03.060 allows for alterations to boundary lines of existing lots of record and,

WHEREAS, an inadvertent building encroachment onto County property by an adjoining property owner, Dorothy Copp, has created an ownership and compliance issue; and

WHEREAS, both parties desire to resolve the situation and have come to an agreement to pursue a boundary line adjustment for the impacted area; and,

WHEREAS, the property owner Dorothy Copp will pay all costs associated with and required for the boundary line adjustment: and,

WHEREAS, the Property Management Committee met on March 20th, 2013 and recommends entering into a purchase and sale agreement with the adjoining owner for the sale of a portion of the County property to resolve the encroachment issues,

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that it is in the best interest of the County enter into a boundary line adjustment and sale of a portion of real property described in the attached survey as a strip of land 30 feet wide and 166.5 feet long and being a portion of the old Northern Pacific Railroad Right-of-Way in the southeast quarter of the southwest quarter of section 6 and the northeast quarter of the northwest quarter of section 7, township 39 north, range 7 east, WM. Said strip of land laying more or less parallel with, perpendicular to, southerly of and adjoining parcel A per Record of Survey recorded in Whatcom County, Washington under Auditor’s File No. 2071000071, excepting all minerals, oil gas and other hydrocarbons substances on and under the real property as well as all development rights, air rights water rights and 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, for a purchase price of $12,487.00, the assessed market value.

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:

Elizabeth Gallager, Civil Deputy Prosecutor
LEGAL DESCRIPTION

Parcel A: A portion of the Southeast Quarter of the Southwest Quarter of Section 2, Township 39 North, Range 7 East of the W.M.,Whatcom County, Washington.

Parcel B: A portion of the Southwest Quarter of the Southeast Quarter of Section 6, Township 39 North, Range 7 East of the W.M., Whatcom County, Washington.

Parcel C: A portion of the Northeast Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 7 East of the W.M., Whatcom County, Washington.

Survey was based on Ronald T. Jepson's Survey from June 1, 1980, as recorded in Record 168151 by the Office of Land Surveyor.

Basis of bearing:

Survey was completed and approved by field traverse using a Nikon DTM-50 total station on July 2007.

LEGEND

- SET REBAR & CAP #5361
- FOUND REBAR & CAP
- FOUND IRON PIPE
- SECTION CORNER
- QUARTER SECTION CORNER
- TRANSFER POINT OF BEGINNING
- EXISTING
**CLEARANCES**

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**Division Head:**

**Dept. Head:**

**Prosecutor:**

**Purchasing/Budget:**

**Executive:** 11/4/13

**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 further described in Exhibit A.

**COMMITTEE ACTION:**

11/12/2013: Held in Committee for December 10

**COUNCIL ACTION:**

11/12/2013: Held in Committee to December 10

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 term 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”).
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**TITLE OF DOCUMENT:**

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

**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.)

Ordinance to replace the EMS Advisory Board with the EMS Oversight Board and Technical Advisory Board as resolved through Joint Resolution 2012-016.

**COMMITTEE ACTION:**
11/26/2013: Committee amended and also made recommendations for corrections, and approved to forward to Council. The administration to bring forward an amended version for approval tonight. After meeting, Ken and Jack decided to withdraw this from evening agenda and hold to December 10.

**COUNCIL ACTION:**
11/12/2013: Introduced  
11/26/2013: Withdrawn and rescheduled to December 10.

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

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

TO: Whatcom County Council
FROM: Tawni Helms, Administrative Coordinator
DATE: December 3, 2013

SUBJECT: Revisions to Ordinance to replace Ordinance 82-109 and amended through Ordinance 2006-007

Background and Purpose:
On November 12, 2013 an Ordinance to replace the Emergency Medical and Ambulance Advisory Board was introduced to Council. Council recommended a few nominal changes to Exhibit A of the Ordinance to clarify the quorum necessary for taking votes. These changes are clearly indicated in purple on the redline version of the document.

In addition to the Council recommended modifications listed above, additional changes were made to Attachment “A”, Whatcom County EMS Administrative Services. These changes are clearly indicated in redline. Changes to Attachment “A” were determined to be non-substantive and largely “clean up”. The revisions are a result of the finalization of the Ambulance Life Support Services (ALS) Interlocal Agreements with the City of Bellingham and Fire District 7. Both ALS agreements are also scheduled for Council review and action at the December 10 council meeting.

Requested Action:
Council approval of Whatcom county Code, Section 5.04.080 and amended and Section 5.04.085 as created and shown in Exhibit A.
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:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

________________________
Dana Brown-Davis, Clerk of the Council

________________________
Kathy Kershner, Council Chair

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

________________________

APPROVED AS TO FORM:

________________________
Civil Deputy Prosecutor

________________________
Jack Louws, County Executive

( ) Approved     ( ) Denied

Date Signed:

________________________
5.04.080 Emergency medical and ambulance advisory board. EMS Oversight Board

A. Composition.

There is created a joint, advisory, cooperative emergency medical and ambulance advisory services oversight board, consisting of the following nine memberspersonnel:

1. The Whatcom County executive;

2. The mayor of Bellingham;

3. A mayor of an incorporated city, other than Bellingham, selected appointed by the Small Cities Mayors’ Association;

4. One Bellingham City Council member;

5. The chair of the Whatcom County council or his/her designee One Whatcom County Council member;

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 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 governmental 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. Board recommendations shall be made by a minimum of five (5) members voting to affirm the recommendation; and 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, advisory, cooperative emergency medical and ambulance 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. Board recommendations shall be made by a minimum of five (5) members voting to affirm the 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. 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.

(Ord. 2006-007; Ord. 82-109; prior code § 4.02.080).
Whatcom County shall provide over-all administrative services for EMS, with the following tasks and goals:

A. 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 using the following model:

- 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

A-B. Make regional delivery and funding decisions cooperatively with the EOB and TAB to ensure ALS delivery from a system-wide perspective

i. EMS Oversight Board (EOB) - monitor uniformity and consistency of the system and provide counsel to Whatcom County EMS Administration

B-C. 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):

1. Maintain or improve current standards of patient care through:
   - a. Regional Medical Direction in conjunction with Whatcom County Medical Program Director (MPD)
   - b. BLS/ALS protocols
   - c. Medical Program Director (MPD) & Hospital community sponsored research studies approved by the County
   - d. Monitoring and evaluating nationwide and international studies and trends National and International industry best practices

2. Improve the operational efficiencies of the system to help contain costs by:
   - a. Standardizing paramedic student training requirements; consolidating and conducting joint training
   - b. Strengthening cross-jurisdictional mutual service agreements

3. Manage the rate of growth in the demand for ALS services by:
   - a. Determining the number of and location of ALS units based on:
     1. Unit workload
     2. Unit response time
     3. Availability in primary service area and dependency on backup
     4. Frequency and service impact of multiple alarms
     5. Paramedic exposure to critical skill sets
     6. Projection of calls
     7. Population trends
ATTACHMENT “A”

- b. Triaging calls and classification as BLS vs. ALS patient care/ triage
- c. Appropriate utilization of transport services based on patient needs
- d. Coordinating on EMS system development with local health care providers, EMS Trauma Care Council(s) and the State Department of Health

Ensure the EMS system operates in coordinated partnerships between the BLS agencies and ALS Service Providers through regionalization, collaboration and cross-jurisdictional coordination; including by way of examples include:

- ii. Equipment exchange
- iii. Equipment research
- iv. Group purchasing
- v. Equipment specifications
- vi. Paramedic/EMT interaction training
Whatcom County shall provide over-all administrative services for EMS, with the following tasks and goals:

A. 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 using the following model:

   o Firefighter Emergency Medical Technicians (EMTs) provide first-on-scene response to EMS calls and provide BLS services
   o ALS services provided by a limited number of providers
   o Regional programs emphasize uniformity of medical care across jurisdictions, consistency and excellence in training, and medical quality assurance

B. Make regional delivery and funding decisions cooperatively with the EOB and TAB to ensure ALS delivery from a system-wide perspective

   i. EMS Oversight Board (EOB) - monitor uniformity and consistency of the system and provide counsel to Whatcom County EMS Administration

C. 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):

   1. Maintain or improve current standards of patient care through:
      a. Regional Medical Direction in conjunction with Whatcom County Medical Program Director (MPD)
      b. BLS/ALS protocols
      c. Medical community sponsored research studies approved by the County
      d. National and International industry best practices

   2. Improve the operational efficiencies of the system to help contain costs by:
      a. Standardizing paramedic student training requirements; consolidating and conducting joint training
      b. Strengthening cross-jurisdictional mutual service agreements

   3. Manage the rate of growth in the demand for ALS services by:
      a. Determining the number and location of ALS units based on:
         1. Unit workload
         2. Unit response time
         3. Availability in primary service area and dependency on backup
         4. Frequency and service impact of multiple alarms
         5. Paramedic exposure to critical skill sets
         6. Projection of calls
         7. Population trends
      b. Triageing calls and classification as BLS vs. ALS patient care
      c. Appropriate utilization of transport services based on patient needs
ATTACHMENT “A”

d. Coordinating EMS system development with local health care providers, EMS Trauma Care Council(s) and the State Department of Health

Ensure the EMS system operates in coordinated partnerships between the BLS agencies and ALS Service Providers through regionalization, collaboration and cross-jurisdictional coordination; including by way of example:

ii. Equipment exchange

iii. Equipment research

iv. Group purchasing

v. Equipment specifications

vi. Paramedic/EMT interaction training
**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>WWc</td>
<td>11/26/13</td>
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<td></td>
<td>12/10/13 Finance &amp; Admin Svcs Committee and Council Agenda</td>
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<tr>
<td>Division Head:</td>
<td>VS</td>
<td>11/26/13</td>
<td></td>
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</tr>
<tr>
<td>Dept. Head:</td>
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</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
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<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td>12-3-13</td>
<td></td>
<td></td>
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</table>

**TITLE OF DOCUMENT:**

Corrections Deputies and Sergeants Collective Bargaining Agreement

**ATTACHMENTS:**


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

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

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


**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

200707009 & 200707009-1

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

#### Contract or Grant Administrator:
Human Resources

#### Contractor's / Agency Name:
General Teamsters' Local Union #231 representing Corrections Deputies & Sergeants

#### Is this a New Contract?  If not, is this an Amendment or Renewal to an Existing Contract?
Yes ☒ No ☐

#### Is this a grant agreement?
Yes ☐ No ☒

#### Is this contract the result of a RFP or Bid process?
Yes ☐ No ☒

#### Is this agreement excluded from E-Verify? No ☐ Yes ☒ If 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 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)
$ 

#### This Amendment Amount:
$ 

#### Total Amended Amount:
$ 

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

#### Summary of Scope: Corrections Deputies & Sergeants Collective Bargaining Agreement

#### Term of Contract: 12/10/2013 - 12/31/2014

#### Expiration Date: 12/31/2014

#### Contract Routing Steps & Signoff

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<td>[Signature]</td>
<td>11/26/13</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>[Signature]</td>
<td>11/26/13</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>[Signature]</td>
<td>11/26/13</td>
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<tr>
<td>7. Contractor signed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>11/26-13</td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Executive signed:</td>
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<td></td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Last Edited 7/24/13
COLLECTIVE BARGAINING AGREEMENT
By and Between
WHATCOM COUNTY, WASHINGTON

AND

GENERAL TEAMSTERS’ LOCAL UNION NO. 231
CORRECTIONS DEPUTIES & SERGEANTS
BARGAINING UNIT

DECEMBER 10, 2013 - DECEMBER 31, 2014
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AGREEMENT
By and Between
WHATCOM COUNTY, WASHINGTON

AND
GENERAL TEAMSTERS' LOCAL UNION NO. 231
CORRECTIONS DEPUTIES & SERGEANTS BARGAINING UNIT

DECEMBER 10, 2013 – DECEMBER 31, 2014

THIS AGREEMENT, MADE AND ENTERED INTO THIS 10th day of December, 2013, by and between WHATCOM COUNTY, WASHINGTON, hereinafter referred to as the County, and GENERAL TEAMSTERS' LOCAL UNION NO. 231, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

GENERAL PURPOSES

The County and the Union do hereby reach agreement for the purpose of enhancing the employer-employee relationship and to promote service to the public and the general efficiency, morale and security in the Sheriff's Office.

ARTICLE 1 - UNION RECOGNITION AND SECURITY

1.01 Exclusions. The County recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for the positions of the Sheriff's Office listed in the attached Addendum A. Excluded from the collective bargaining unit are all other employees of the Sheriff's Office and full-time temporary help employed for periods of up to four (4) months in a calendar year. Deputies working not more than sixty-nine (69) hours per calendar month are also excluded.

1.02 Members in Good Standing. It shall be a condition of employment that all Corrections Deputies of the County covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the 31st day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all Corrections Deputies covered by this Agreement hired on or after its effective date shall on the 31st day following the beginning of such employment, become and remain members in good standing in the Union, PROVIDED THAT, if a public employee is a member of a church or religious body whose bona fide religious tenets or teaching forbid said employee to become a member of a labor union, such public employee shall pay an amount of money equivalent to the regular union dues and initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the deputy and the Union. The deputy shall furnish written proof to the Union that such payment has been made. If the deputy and the Union do not reach an agreement on the non-religious charity to whom the Union dues and
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initiation fees are to be paid, the Public Employment Relations Commission shall designate the charitable organization.

1.03 Non-Discrimination Clause. No Deputy shall be discharged, suspended or discriminated against for upholding Union principles and any deputy working under instruction of the Union or who serves on a committee may do so without losing their position for such activity. There shall be no discrimination against any individual deputy of the County or member of the labor organization with whom the County has a bona fide collective bargaining agreement with respect to the hire, tenure, compensation or other terms and conditions of employment because of Union membership or as required by law, except where such constitutes a bona fide occupational qualification.

1.04 New Hire Notice to Union. The Union shall be notified within thirty-one (31) calendar days of new hires. Notification shall be in writing and shall include the deputy’s name, social security number, address, date of hire, classification, range and step.

1.05 Bargaining Unit Work. Members of the bargaining unit shall perform all work of the bargaining unit, provided that Sheriff’s Office unrepresented employees may perform bargaining unit work on occasion.

1.05a Volunteers. The use of properly trained volunteers is not prohibited by this Agreement so long as bargaining unit deputies are not supplanted. The Union may review the volunteer program regarding compliance with the foregoing and should a dispute develop, it shall be subject to Article 20 (Grievance Procedure) for resolution.

1.06 Authorized Representatives. All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Union and the County. It is recognized between the parties that this Agreement covers the Corrections Deputies of the Sheriff’s Office for wages, working hours, schedules, benefits, and general working conditions only.

1.07 Civil Service Rules. Except where matters are covered by the express provisions of this Agreement, bargaining unit employees are subject to the rules of the Whatcom County Civil Service Commission. Any alleged violation of contractual provisions, which may also be covered by Civil Service Rules, may be adjusted either through the Civil Service appeals process or through the grievance procedure of this Agreement; provided, the filing of a Civil Service appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the employee’s right to pursue the grievance or the Union’s right to request the County to arbitrate the grievance. Nothing in this section shall be construed as a waiver of any right the Union may have to require the County to engage in collective bargaining on any mandatory subject of bargaining.

1.07a Promotional Exams. Matters pertaining to promotional exams are covered by the Civil Service Rules and Regulations.
ARTICLE 2 – DISCIPLINE/INTERNAL INVESTIGATIONS

2.01 Types of Discipline. Discipline is defined to include verbal reprimand, written reprimand, disciplinary transfers, suspension, demotion (loss of rank) and termination.

2.02 Discharge or Suspension. No deputy will be discharged or suspended except for just cause.

2.02a Probationary Employees. The provisions of this article shall not apply to newly hired employees serving a probationary period. Probationary employees may be disciplined or discharged without any recourse under this Agreement.

2.03 Progressive Discipline. Discipline shall be progressive in nature for similar or substantially similar violations. In some instances, based upon the nature of the offense, discipline need not be progressive. Discipline shall not be used for purposes of progressive discipline after the maximum period as set out in the chart below.

<table>
<thead>
<tr>
<th>Type of Discipline</th>
<th>Maximum Period</th>
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<tbody>
<tr>
<td>Verbal Reprimand (Recorded to the employee’s file)</td>
<td>2 years and no reoccurrence of similar misconduct</td>
</tr>
<tr>
<td>Written Reprimand</td>
<td>3 years and no reoccurrence of similar misconduct</td>
</tr>
<tr>
<td>Suspension (5 days or under), Disciplinary Transfer</td>
<td>5 years and no reoccurrence of similar misconduct</td>
</tr>
<tr>
<td>Suspension (over 5 days) or Demotion</td>
<td>7 years and no reoccurrence of similar misconduct</td>
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2.03a Records Removal. Pursuant to the chart above, records of discipline removed from the employee’s Sheriff’s Office personnel file shall be maintained in the Office of Professional Standards and shall not be divulged or released except as required by law or upon authorization from the Prosecuting Attorney.

2.04 Supervisor Notes. Supervisor notes and log entries in and of themselves are not considered discipline.

2.05 Counseling. Counseling shall not be considered discipline.

2.06 Performance Evaluations. A performance evaluation shall not be considered discipline.

2.06a Disputes. An employee who receives a written performance evaluation with an overall rating below “meets job requirements” may write rebuttals or responses to their performance evaluations but may not grieve them.
2.07 Investigative Procedures. Employees whose conduct may be subject to
discipline shall be afforded, at a minimum, the rights established by these procedures.
This section shall not apply to any routine, supervisory contact with an employee for the
purpose of counseling, instruction, training or delivering a performance evaluation.

2.07a Due Process. Employees shall be afforded due process of law,
which includes the right to be informed in writing (using Addendum C) of the specifically
alleged acts of misconduct and alleged policy violations within fifteen (15) calendar days
from the date that a supervisor who is at a level outside the bargaining unit was made
aware of the facts or circumstances that could lead to discipline of an employee.
Employees shall be afforded the opportunity to respond to such charges.

2.07b Constitutional Rights or Privileges. When the investigation
reveals the possibility of prosecution for a criminal offense, the employee charged with
or suspected of committing a criminal act shall be afforded the same constitutional
rights, privileges or guarantees enjoyed by any person. This section shall not deprive
the County of the right to pursue the investigation administratively under section 2.07
(Investigative Procedure).

2.07c Interview. The interview of any employee during the course of an
investigation that could lead to disciplinary action as defined in section 2.01 (Types of
Discipline) shall be conducted under the following conditions.

2.07c(1) Interview Advisement. Interviews for employees
subject to investigation shall be at a reasonable hour, preferably at a time when the
employee is on duty, or during the normal waking hours for the employee, with at least
two (2) hours notice. Upon request, the employee will be granted a twenty-four (24)
hour delay, unless the exigency of the investigation requires otherwise prior to the
commencement of any interview pursuant to section 2.07 (Investigative Procedure).
The employee shall be provided Notice using Addendum D which includes the following:

You are about to be questioned as part of an administrative investigation being
conducted by the Whatcom County Sheriff's Office. You are hereby ordered to
fully answer the questions that are put to you that relate to information you
possess and/or your conduct and/or job performance, and to cooperate with this
investigation. You are required to answer questions relating to the performance
of your official duties or fitness for duties. Your failure to answer truthfully and
cooperate with this investigation can be the subject of disciplinary action in and of
itself, including dismissal. The statements you make or evidence gained as a
result of this required cooperation may be used for administrative purposes but
will not be used or introduced into evidence in a criminal proceeding.

2.07c(2) Length of Interview. An interview session shall be for a
reasonable period, taking into consideration the gravity and complexity of the issue
being investigated.
2.07c(3) Conduct. The employee being interviewed and the interviewer shall not be subjected to verbal abuse.

2.07c(4) No Inducements Allowed. No promise of reward shall be made as an inducement to answer any questions.

2.07c(5) Recordings. Employees shall be given reasonable notice that he/she will be interviewed as part of a Class I or Class II Administrative Investigation and they shall be informed whether or not the interview will be audio recorded. Audio recordings may be transcribed should either the County or Union request such a transcription with the cost of the transcription borne by the requesting party. The subject or witness employee shall have the opportunity to review the transcript, if transcription is requested or, if not transcribed, listen to the recording of their Interview by appointment with the Sheriff or designee. The audio recording shall be available for review by the Union or subject/witness employee for a reasonable time after all issues of the investigation have been resolved. The recording of Administrative Interviews shall not be a matter of “due process” and is ministerial in nature with no penalty for an inadvertent failure of the audio recorder attributable to any party or loss of audio recordings or recordings that didn’t work, etc.

2.07c(5)i Recording Permission Not Required. The investigator does not need to obtain permission from an employee at the time of the interview to audio record and/or otherwise record the Class I or Class II interview but must advise the employee that the interview is being recorded. The County and the Union agree that the Advice of Administrative Interview attached to this Agreement (Addendum D) shall be provided to the subject or witness employees in all Administrative Interviews.

2.07c(5)ii Class II Investigation Interviews. Class II investigations are generally not audio recorded but will be audio recorded at the request of either party. In a Class II interview should one party object to the use of an audio recording then a transcript shall be made and be the only official record. Class II transcription expenses shall be at the expense of the requesting party.

2.07c(5)iii Recording Device. There shall be only one audio recording device used at the interview and all audio recordings shall be the sole responsibility of the County.

2.07c(5)iv Non-employee Witnesses. To the extent possible, the County will record non-employee witness interviews.

2.07c(5)v Union Representation. Any employee is entitled to Union representation in an interview at the employee’s request.

2.07d Length of Investigation and Access to Investigatory File. Disciplinary investigations, including the review and approval of the investigative report(s) by the Sheriff, shall not exceed ninety (90) calendar days. The County shall endeavor to complete the investigation prior to the expiration of ninety (90) days,
however, the County reserves the right to extend the investigation timeline in section 2.07d(1) (Extension of Timeline).

Within the ninety (90) calendar day time frame:

1. Notification of investigation shall be made to the employee within fifteen (15) calendar days as outlined in section 2.07a (Due Process).
   2. Upon the determination by the Sheriff that the investigation is satisfactorily complete, the employee will be notified in writing of:
      a. Any intent to impose discipline and discipline contemplated;
      b. If discipline is to be imposed, the date and time when a pre-disciplinary hearing will be held;
      c. The Sheriff reserves the right to modify the initial determination as to the extent of discipline contemplated after a pre-disciplinary hearing.

2.07d(1) Extension of Timeline. The length of an investigation may be extended where reasonably necessary by notice to and mutual agreement of the Union. The Union may not unreasonably withhold their agreement to extend the investigatory timeline. A request for extension must include the reason for the request and a reasonable number of days which does not prohibit the County from a reasonable request for additional extensions. Request for extensions shall not apply to notification of the investigation (section 2.07a – Due Process).

2.07d(2) Suspension of Timeline. If an employee is investigated for suspicion of committing a criminal act, the Sheriff may suspend the investigative timeline upon notification of the Union of the criminal investigation. The investigatory timeline may be suspended until a determination is made by the prosecuting authority on the underlying allegations. If the employee is subjected to criminal prosecution, the investigatory timeline may be suspended until adjudication of the allegations is completed. When the investigation is recommenced, the timeline shall start at the same point it was suspended.

2.07e Determination of Discipline. Any discipline to be taken as a result of the investigation shall be announced in writing within fifteen (15) calendar days after completion of the investigation, a copy of which will be served upon the Union.

2.07f Media Access. Without their express consent, employees under investigation shall not be subjected to visits by the press or other news media, nor shall the home address or photograph of the employee be given to the press or other news media unless ordered by the Courts or required by law.

2.07g Access to Investigatory File. When an investigation is concluded by the Sheriff, and where discipline is contemplated by the Sheriff, the employee shall be afforded the opportunity to read the investigatory file, the conclusions reached, and any recommendations made, before official action is taken by the Sheriff. The Union shall be afforded an opportunity to review and copy the file. Upon notice to the Union, the County may withhold from the employee information from, and the identity of, confidential informants and other witnesses which the County does not intend to rely; however such information shall be made available upon request of the Union for review.
on the same basis as if a public record request would be satisfied at the conclusion of
the investigation. If there is discipline issued, and the parties disagree as to the
exculpatory nature of the evidence, it will be presented in camera through the grievance
process to the Arbitrator.

2.08 Personnel File. Employee’s personnel file(s) shall be open for review by
the employee provided that employees shall not have the right to review psychological
evaluations, polygraph results, supervisor’s notes prepared for the purpose of preparing
employee’s evaluations, medical records, pre-appointment interview forms or applicant
background investigation documents. Employees shall be provided a copy of any
material not excluded above that is placed in their personnel file at the time of
submission. Employees must acknowledge receipt by signing for their copy.
Employees may submit a written response, rebuttal or explanation to be included with
any submission. All material, once submitted, remains a part of the permanent
personnel file. The personnel file shall be considered the official record of an
employee’s service. Employees shall be provided a copy of all material in their
personnel file, upon request and except as noted above, shall have the right to attach
statements in rebuttal or explanation.

2.09 Advance Notice of Public Disclosure Request. The County shall
provide the employee at least seventy-two (72) hours (three business days) advance
notice prior to releasing any personnel record information (including internal
investigation files) to be provided through the Sheriff’s Office in response to a Public
Disclosure request, discovery request, or subpoena duces tecum unless specifically
mandated by law.

ARTICLE 3 - WORK SCHEDULE

3.01 Shifts. Standardized shifts shall be established by the Sheriff on an
eight- or twelve-hour basis. For eight-hour shifts, all time worked over the eight (8)
hours in any one (1) shift or over forty (40) hours in any one (1) work week shall be paid
for at the rate of time and one-half the regular rate of pay. For twelve-hour shifts,
overtime shall be as herein provided below.

3.01a Alternative Shift Schedules. Shift schedules may be modified by
mutual agreement between the County and the Union. Other workweeks, including four
(4), 10-hour days, in rotation may be utilized. In those instances, all time worked over
the scheduled shift in any one (1) shift or over forty (40) hours in any one (1) work week
shall be paid for at the rate of time and one-half the regular rate of pay, except for 12-
hour shifts. Provided, however; the County may propose alternative schedules during
the term of this agreement. The Sheriff’s Office may make an emergency change to an
established shift upon notice to the Union. In the event the Sheriff determines it is not
practical to safely or efficiently provide services on an alternative shift schedule, the
Sheriff may elect to revert to a 5-day/8-hour schedule as circumstances require.

3.01b Work Week. The work week for Fair Labor Standards Act
purposes is established as beginning 12:00 a.m. Sunday through 11:59 p.m. the
following Saturday.
3.01c Swing Shift Premium. Swing shift premium was eliminated as a separate compensation item in 2007 and was added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such premium to employees as an element of wages.

3.01d 12-Hour Shift. Deputies employed on a 12-hour shift schedule shall have work hours counted according to the 7(k) exemption under the Fair Labor Standards Act for the purpose of determining when overtime compensation is due. An employee must have in excess of 171 straight-time worked hours in a twenty-eight (28) day work cycle in order to receive overtime pay unless overtime is otherwise specifically required by section 3.04e (Mandatory Overtime). All overtime requires appropriate authorization.

3.01e Work Breaks. Deputies are employed in activities that may preclude the observance of routine meal and/or break periods. It is agreed that statutory meal and break requirements shall be satisfied by deputy observance of meal and breaks as their assignments permit or as assigned during any fully compensated work period. Employees will be allowed one meal break of thirty minutes and break periods of no more than fifteen minutes with two break periods during an 8-hour shift and three break periods during a 12-hour shift.

3.02 Staffing Imperatives. The Parties recognize there are staffing requirements necessitated by staffing imperatives (ie: the nature of Jail operations) which must be addressed efficiently and where individual skills, abilities and/or qualifications of employees must supersede employee choice of assignment by seniority. Where an assignment necessitates a bona-fide occupational skill, ability or qualification, it is agreed the process shall be that within the group of employees with the required skills, abilities or qualifications, senior employees will be offered the assignment and junior employees required to assume the assignment when there are insufficient senior employees accepting such assignments.

3.02a Shift Bidding. Consistent with section 3.02 (Staffing Imperatives), the following procedure shall apply:

1. **Rules.** Rules regarding the bidding process will be established by mutual agreement between the County and the Union.

2. **Bid Timing/Facility Choice.** By July 10 of each year a shift bid schedule for adult correctional facilities shall be posted (including electronic bulletin boards and/or email). Deputies shall have the right to bid facility and shift by seniority for the following calendar year. Deputies shall make every effort to place their bid in twenty-four (24) hours, but in no case more than forty-eight (48) hours.

3. **Shift Bid.** The making of a shift bid is defined as the bidding deputy placing his/her name on the shift bid sheet provided. Once the deputy’s name is on the bid sheet, he/she cannot change the bid, provided no one shall be skipped unless they have been personally notified by the shift or administrative sergeant it is their turn to bid.
Absent During Bidding. Deputies who know, or reasonably should know, that they will be absent when it is their turn to bid shall make a reasonable effort to be available. Upon timely request, an updated bid shall be emailed to the requesting deputy. If unavailable, a deputy may leave their bid preferences in writing with the appropriate sergeant.

Skipped Deputies. If any deputy is skipped, the bid will continue to subsequent deputies until the skipped deputy notifies the shift or administrative sergeant of his/her bid; which shall be limited to then available shifts, without bumping.

4. Bid Limits. A shift bid period shall be defined as being of three (3) months duration. Corrections deputies shall not bid the same shift more than two (2) times consecutively.

5. Vacation Bid. The first vacation bid shall be at the same time as shift bidding pursuant to section 5.03 (Vacation Bidding).

6. Revised Schedule. In the event subsequent bids become necessary because of a change to the schedule by the Sheriff’s Office, the Sheriff’s Office shall afford not less than thirty (30) days for deputies to bid on a revised schedule.

7. Temporary Assignment. The parties agree that deputies may be temporarily assigned to another shift to maintain appropriate staffing, facilitate training or for monitoring of performance.


3.02b Vacant Bid. Any newly created or vacant bid shall be posted for seven (7) calendar days for bid by seniority among the deputies within that shift. If no one within the shift bids the newly created or vacant bid, it will then be offered to deputies holding a floater assignment. Once the new or vacant bid has been filled, any resulting bid vacancy may be filled by decision of the Chief of Corrections or non-bargaining unit designee.

3.02c Probationary Deputies. Probationers may be assigned shifts of at least a week's duration by the administration and may not bid for shifts until the completion of their probation period. The County will make a good-faith effort to give probationary deputies thirty (30) days notice of work schedule after completion of their FTO period, but the probationary employee may be assigned to a different work schedule as business needs dictate. Normally, probationary deputies will not be assigned Friday-Saturday or Saturday-Sunday as their days off, except when replacing an absent deputy.

3.02d Shift Exchanges. Shift exchanges are voluntary on the affected deputies part. Deputies wishing to exchange a shift must complete the appropriate form and obtain appropriate authorization. Failure to show up for a shift exchange will result in revocation of the privilege to exchange shifts for up to one year and the time is required to be made up as staffing dictates. Shift trades cannot cause an adverse impact with unreasonably extended work hours. It is understood by both parties that per the FLSA, no overtime liability will be incurred by the County when deputies voluntarily exchange shifts. Probationary deputies are not allowed to exchange shifts.
except with prior approval of his/her supervisor. Such shift exchanges shall not result in a deputy working the same shift for more than two (2) consecutive three (3) month periods.

3.02e Shift Change – Overtime compensation shall not be paid when two shifts are worked in one twenty-four (24)-hour period due to a shift change.

3.03 Overtime Definitions. Overtime and various categories/expectations of overtime are defined as follows:

- **Overtime** – shall be paid at the rate of time and one-half of a deputy’s regular straight-time hourly rate of pay in fifteen minute increments determined, on 7 ½ minutes worked.

- **Hold-over** – is authorized overtime as an extension (holdover) of a shift for the completion of an assignment, meeting coverage or related tasks that could not be completed during the normal course of work or due to a delay in relief. Except in case of emergency, 12-hour shift deputies will not be held over more than four (4) hours.

- **Order In** – is a type of mandatory overtime, including off-duty court appearances when a deputy is required to work when he/she would regularly be scheduled off-duty and does not include holdover.

- **Voluntary Overtime** – is overtime worked by mutual agreement or as provided in section 3.04a (Overtime Selection List).

- **Overtime Authorization** – All overtime must be authorized in advance consistent with Sheriff’s Office and/or County policy.

3.03a Minimum Overtime Between Shifts. Deputies shall be guaranteed two (2) hours pay at the overtime rate when called back or ordered in between shifts.

3.03b Hold-Over Overtime. Hold-over is generally completed in two (2) hours or less. If work extends beyond two (2) hours, the deputy will be paid the actual hours on duty at the overtime rate and the time will be considered an Order in for the purposes of “Order-In” rotation tracking.

3.03c Minimum Overtime on Regular Days Off. Deputies shall be guaranteed four (4) hours pay at the overtime rate when ordered in or working voluntary overtime. If work extends beyond four (4) hours, the deputy will be paid the actual hours on duty at the overtime rate. Regular days off are defined as the time between the last on-duty hour following completion of an deputy’s shift schedule until the first on-duty hour starting the deputy’s next shift schedule.

3.03d Minimum Overtime During Vacation. Deputies shall be guaranteed eight (8) hours at the overtime rate of plus their normal salary (20 hours of straight time) if ordered in during scheduled vacation time. The deputy shall not be charged for the vacation day. Vacation is defined as the time between the end of the last on-duty hour of the shift scheduled prior to commencement of the vacation and the first on-duty hour starting the deputy’s next scheduled shift following the vacation. Days off in conjunction with vacation, at the beginning or end of the vacation shall be treated
as vacation days and paid as such under this subsection. While on vacation, a deputy shall have the right to bid on overtime, providing the deputy accepts the normal overtime rate without replacement of the vacation day.

3.03d(1) Vacation Overtime Authorization. In order to be paid for an order in during vacation, at the rate outlined in section 3.03d (Minimum Overtime During Vacation) above, including subpoena responses or nonrefundable loss, the call back must have been authorized in advance by the Sheriff, Undersheriff, Chief of Corrections, Jail Lieutenant or Duty Staff Officer.

3.03d(2) Nonrefundable Loss. In the event a deputy’s vacation or regularly scheduled time off is canceled or modified because he/she is required to return to work after having notified the supervisor that he/she will suffer a nonrefundable out-of-pocket loss, and as a consequence the deputy suffers such a loss, the deputy shall be made whole for any such documented loss.

3.04 Equal Opportunity for Overtime. Overtime opportunities will be afforded as equally as possible within two major groups, Corrections Deputies and Corrections Sergeants. All overtime will be assigned through the Department and deputies will be paid the overtime rate as defined in this Agreement.

3.04a Overtime Selection List. Each group shall have a separate selection list. Corrections Sergeants or Deputies shall not replace each other unless the respective list has been exhausted. Currently qualified Acting Sergeants will be given priority over other Deputies for Sergeant overtime. In case of emergency nothing in this Agreement shall limit any right of the Sheriff or designee to assign overtime directly to or call out deputies, notwithstanding their position on the list, or when assigned overtime or call out requires deputies to possess the required bona fide occupational skill, ability or qualification.

3.04b Overtime Posting. The Sheriff’s Office will maintain a system of recording overtime worked by all members of the bargaining unit with a current posting on a bulletin board accessible to the deputies. The Sheriff’s Office may comply with this section with a computer-based posting, accessible to deputies.

3.04c Voluntary Overtime Bidding. The Sheriff’s Office will post voluntary overtime opportunities. Deputies will bid voluntary overtime at least 48 hours before the beginning of the shift, based on fewest overtime hours worked, then seniority; provided deputies who bid overtime must work bid overtime. The Sheriff’s Office shall post a monthly list showing each deputy’s respective number of overtime hours.

3.04c(1) Voluntary Overtime – 12-hour Shifts. The entirety of section 3.03 (Overtime Definitions) shall not apply to deputies on 12-hour shifts except they shall be paid overtime whenever such hours exceed 171 straight-time worked hours as provided in section 3.01d (12-Hour Shift).
3.04d Voluntary Non-bid Overtime. The Sheriff's Office will call deputies for non-bid overtime based on their seniority, provided, the list of deputies will be rotated (where last callout stopped, the next person in seniority starts the next call out) so as to give each deputy an equal opportunity for overtime work.

3.04e Mandatory Overtime. Mandatory overtime shall be paid at the overtime rate including deputies on 12-hour shifts, irrespective of section 3.01d (12-Hour Shift). Main Jail Corrections Deputies, Work Center Corrections Deputies, and Sergeants will have separate order-in logs. When possible, mandatory overtime shifts will be assigned 48 hours in advance of the shift. Generally, mandatory overtime will be site specific; provided nothing in this section precludes employees from one facility being ordered in to work at another facility if minimum staffing cannot be maintained without such action, or in the case of an emergency. Sergeants, or their designee in emergency situations, will call deputies for mandatory overtime based on criteria listed below provided the call out resumes where the last call out stopped.

3.04e(1) Multiple Shifts. When multiple shifts must be filled, the first deputy on the order-in log, using the criteria below, will be given the choice of the available order-in shifts; then the next deputy on the order-in log will be given the choice of the remaining shifts, and so on, until all available shifts are filled.

3.04e(2) Order In Criteria. The following criteria will be used when ordering deputies in to work:
- date last ordered to work mandatory overtime with oldest date called first
- special circumstances/deputy qualification (such as driving requirements, shift exchanges and general safety issues)
- deputies will only be ordered in on their weekend as a last priority or in an emergency
- the order in will generally be no longer than 4 hours

3.04f Extended Overtime. Deputies required to work on overtime (includes special duty) for an extended period shall be entitled to a minimum of eight (8) hours time off before returning to duty.

3.05 Extended Shifts. Deputies who are required to work extended shifts of more than sixteen (16) consecutive hours, shall be paid for a designated “period of sleep” if in the facility, on duty and available for immediate response.

3.06 Compensatory Time. Employees earning overtime may elect to accrue such time to a compensatory time bank in lieu of overtime pay. The compensatory time bank shall be capped at eighty (80) regular-time hours. The Sheriff shall pre-approve the days on which compensatory time will be taken, upon consideration of staffing needs. Compensatory time requests shall be submitted at least seven (7) calendar days before the date requested for use. Any denial shall be returned to the employee with an explanation for the denial within five (5) calendar days of receipt. Compensatory time not scheduled is subject to being cashed out upon request of the employee and agreement of the Sheriff. The employee may make such a request once
each year. Employees shall be paid their accrued compensatory time upon separation from County employment.

ARTICLE 4 – HOLIDAYS

4.01 Eligibility Criteria. Deputies shall be entitled to accrue time in lieu of holidays only when the holiday is in a month for which the deputy receives compensation. Compensation is defined as payment of wages for work performed, vacation or accrued sick leave, or income for industrial injury not to exceed twelve months; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Deputies working less than an assigned eight-hour schedule shall receive holiday pay based on their budgeted full-time equivalency.

4.01a Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

4.02 Accrual and Bidding of Holidays. All Corrections Deputies and Corrections Sergeants shall receive in lieu of holidays, 7.34 hours per eligible month up to 88 hours (11 days @ 8 hours). These days shall be scheduled as vacation consistent with section 5.03 (Vacation Bidding) except as noted below. Holiday hours accrued in the current year are available to be scheduled in the current year.

4.02a Specialized Units. Alternative Corrections, and the Jail Transport Units shall bid as vacation three holidays (Thanksgiving, Day before Christmas and Christmas Day on the day the County observes these holidays) and Classification shall bid these three holidays as vacation on the actual holiday if it is a normally scheduled workday consistent with section 5.03 (Vacation Bidding).

4.02b 12-Hour Shift. In the event the Sheriff’s Office needs to make staff reductions in the Jail or Work Center and gives notice prior to shift bidding in section 3.02a (Shift Bidding) that holidays shall be paid for, in lieu of accruing time, then the following January all deputies assigned to work a 12-hour shift on a continuing basis shall receive, 7.34 hours payment each month in lieu of holiday accruals per eligibility criteria in section 4.01 (Eligibility Criteria).

4.03 Pay on Designated Holidays. Deputies who work on President’s Day, Veteran’s Day, Thanksgiving, the day after Thanksgiving, the day before Christmas or Christmas Day (based on the actual holiday, not the County-observed holiday) will be paid at the overtime rate for all hours worked each of those days between 12:00 a.m. and 11:59 p.m., regardless of hours worked per section 3.01c (Swing Shift Premium). There shall be no compounding or pyramiding of premiums and overtime rates.
4.04 **Personal Holiday.** Each deputy shall receive one (1) personal holiday (eight hours) each calendar year. The personal holiday must be taken during the year and cannot be cashed out upon separation. No deputy shall be eligible to receive the personal holiday until after completion of three (3) months of employment.

4.04a **Personal Holiday Scheduling.** Stipulations to the above policy are as follows:

- **Staffing Requirements.** A personal holiday request may not create a conflict with facility staffing requirements nor result in known overtime.
- **Request Timing.** Deputies must request use of a personal holiday at least two (2) weeks in advance of the requested day off.
- **Response Timing.** The Sheriff's Office shall provide a response no later than seven (7) calendar days from the date of request and such request will not be unreasonably denied.

**ARTICLE 5 - VACATION**

5.01 **Vacation Accrual.**

5.01a **Vacation Accrual Rate.** Eligible deputies shall accrue vacation on a calendar month basis. The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the deputy immediately prior to the commencement of the calendar month in accordance with the following chart:

<table>
<thead>
<tr>
<th>During the following years of service</th>
<th>Hours of vacation per month</th>
<th>Hours of Holiday per month</th>
<th>Total Monthly Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 1</td>
<td>6.67</td>
<td>7.34</td>
<td>14.01</td>
</tr>
<tr>
<td>2</td>
<td>7.34</td>
<td>7.34</td>
<td>14.68</td>
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<tr>
<td>3</td>
<td>8.00</td>
<td>7.34</td>
<td>15.34</td>
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<td>7.34</td>
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<td>11.34</td>
<td>7.34</td>
<td>18.68</td>
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<td>15</td>
<td>16.67</td>
<td>7.34</td>
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</tr>
</tbody>
</table>

5.01b **Scheduling.** Vacation hours accrued in one year must be scheduled in accordance with sections 5.03 (Vacation Bidding) and 5.04 (Vacating Bidding Limits) and used before December 31 of the following year.

5.01c **Eligibility Criteria.** To be eligible to accrue vacation as provided herein, deputies must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or paid leave must
equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall also be credited as compensation.

5.01c(1) Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

5.01d Monthly Vacation Accrual Anniversary Date. For deputies hired on or after June 15, 1994, the deputy's anniversary date will be used for vacation accrual purposes.

5.01d(1) Hired Prior to June 15, 1994. The monthly vacation accrual for deputies hired prior to June 15, 1994, will be based on the years of service they would have been given credit for on January 1, 1994, had the annual vacation accrual schedule remained in effect. January 1 will be the anniversary date for future vacation accrual for deputies hired prior to June 15, 1994.

5.02 Termination Cashout. When a deputy leaves employment with the County for any reason, such deputy will be paid for any unused vacation accrued to the date of termination at the appropriate schedule (see section 5.01a – Vacation Accrual Rate) for the years of service completed. Deputies who terminate or are terminated from County employment within six (6) months of their employment date shall not receive pro-rated vacation pay.

5.03 Vacation Bidding. During the month of July of each year, in conjunction with shift bidding (section 3.02a – Shift Bidding), a vacation chart shall be posted by the Sheriff's Office for the following year. Deputies assigned to the Main Jail, Transport and Classification, Alternative Corrections, and the Work Center facility will bid on a separate vacation chart. The vacation charts must be completed by December 15th.

5.03a Bidding Limits.
- Main Jail –
  - No more than four (4) Corrections Deputies may bid for the same vacation period.
  - No more than two (2) Sergeants, who must have different days off, may bid for the same vacation period.
- Work Center – No more than two Corrections Deputies may bid for the same vacation period.
- Special Assignments (Transport, Classification and Alternative Corrections) – No more than one deputy may bid for the same vacation period per special assignment area.

5.03b First Selection. Deputies shall bid for vacation periods per section 5.04 (Vacation Bidding Limits) as follows: Each individual, in seniority order, shall select their first two weeks of vacation time in a minimum of one-week and a maximum of two-week blocks, which need not be scheduled consecutively. Deputies shall make every effort to place their bid in twenty-four (24) hours, but in no case more than forty-
eight (48) hours to make their bid, provided no one shall be skipped unless they have been personally notified by the shift or administrative sergeant it is their turn to bid. If any deputy is skipped, the bid will continue to subsequent deputies until the skipped deputy notifies the shift or administrative sergeants of his/her bid which shall be limited to then available shifts without bumping. Deputies who know, or reasonably should know that they will be absent when it is their turn to bid, shall make a reasonable effort to be available. Upon timely request, an updated bid shall be emailed to the requesting deputy. Deputies who know, or reasonably should know they will be absent when it is their turn to bid shall make a reasonable effort to be available. If unavailable, a deputy may leave their bid preference in writing with the appropriate sergeant.

5.03c Second and Subsequent Selections. Following the first vacation selection a similar bid selection shall be held for individuals entitled to more than two weeks and a third and fourth bid, if necessary, for those entitled to more than four weeks shall be held. It is understood that the subsequent bids shall not displace selections made during prior bidding periods.

5.03d Definition. The making of a vacation bid is defined as the bidding deputy placing his/her name on the vacation bid sheet provided. Once the deputy's name is on the bid sheet he/she cannot change the bid.

5.03e Probationary Deputies. Probationary deputies hired after the annual vacation bid process shall submit written leave requests for open vacation slots using accrued leave or holidays.

5.03f Vacation Bid Weeks Trading. When vacation bidding is completed, deputies may trade bid weeks with the approval of the Sheriff's Office. Such trades shall not be unreasonably denied by the Sheriff's Office. Written requests must be submitted 30 days prior to the vacation commencing.

5.04 Vacation Bidding Limits. Total hours which may be bid include the anticipated current year's accrued vacation under section 5.01a (Vacation Accrual Rate), and anticipated vacation which will be carried over (including any anticipated unused current year's accrued holiday hours per section 4.02 - Accrual and Bidding of Holidays), and vacation bonus pursuant to section 7.03 (Bonus Days). No deputy can take vacation unless the hours have been accrued and are available. Vacation is accrued in the current year and available the following year.

5.05 Deputies Working Less Than 1.0 FTE. Deputies working less than an eight-hour schedule shall accrue vacation benefits based on their currently assigned, but no more than their budgeted full-time equivalency.

5.06 Vacation Carryover. Deputies shall be allowed to carry over up to two hundred and forty (240) hours of vacation from the last pay period of any calendar year to the next, which is non-cumulative.
5.07 Floaters. Up to 40 hours of vacation may be excluded from bidding to be "floated," with the requirement that any floater must be scheduled on approval of his/her Lieutenant with no additional overtime costs incurred. The parties recognize there may be periods identified on shift schedules where special staffing needs will require that floating days off and days available for changes to a bid vacation may be limited or excluded.

ARTICLE 6 - HEALTH & WELFARE

6.01 Eligibility Criteria. The County agrees to make contributions into Plans, as outlined in the following Sections of this Article, on behalf of deputies covered by this Agreement who are regularly scheduled to work and are compensated at least eighty (80) hours per month, with contributions to begin on the first of the month following one (1) month of eighty (80) compensated hours of employment in one calendar month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, other paid leave or income resulting from industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation, paid leave and/or industrial injury must equal or exceed payment for eighty (80) hours in a calendar month. Compensation earned in one (1) month provides benefit coverage in a future month.

6.01a Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

6.01b Change or Modification of Plans. The County and the Union agree that carriers may be changed, or benefits modified upon mutual agreement. The Whatcom County Self-Insured Medical Plan may be changed to a successor plan.

6.02 Health & Welfare: The County agrees to make monthly contributions for deputies, their spouses and dependents towards the following plans:

6.02a Medical. Whatcom County Self-Insured Cap Plan, or a successor plan.


6.02c Vision Care. Washington Teamsters Welfare Trust (extended benefit plan) or any successor plan.

6.03 Life Insurance. The County shall provide life insurance benefits for deputies equivalent to one year’s base salary to a maximum of $50,000, through a carrier to be selected by the County.
6.04 Medical Premiums.

6.04a County Contribution.

6.04a(1) Medical. Effective with 2012 coverage, the County shall pay a contribution cap amount of $1,039.50 to fund a medical plan. Effective with 2014 coverage, the County shall pay a contribution cap amount of up to $1,089.50 to fund a medical plan. A successor Cap plan may be required to have benefit modifications in order that coverage can be provided within the County’s contribution.

6.04a(2) Dental, Vision and Life Insurance. The County agrees to pay the appropriate monthly premium amounts and such increases as required to maintain the dental, vision and life benefits listed in sections 6.02b (Dental) and 6.02c (Vision Care).

6.04b Employee Medical Contribution. If the Contributory Cap Plan (sections 6.10b - Contributory Cap Plan and 6.10b(1) – 2014 Coverage) requires an employee premium contribution, such contribution shall be by pre-tax payroll deduction utilizing the Flex 125 program.

6.05 Trust Terms. The County agrees to be bound by the terms of the Trustees of the Trust Funds.

6.06 Flex 125 Plan. All bargaining unit deputies are eligible to enroll in the County’s Flexible Spending Account Plan (“Flex 125 Plan”).

6.07 Medical Coverage Dispute. The County and the Union agree that any dispute over a denial of coverage under the Whatcom County Self-Insured Medical Plan may be appealed per plan documents.

6.08 Medical Schedule of Benefits. The schedule of benefits for the Cap Plans may require modification during the life of the agreement in order that coverage can be provided within the County’s contribution Cap amount established in section 6.04a(1) (Medical). The parties agree that at any time the County may revise benefits to: meet section 6.04a(1) (Medical) limitations by following section 6.09 (Medical Advisory Committee); update the summary plan description and schedule of benefits in order to be legally compliant with applicable law; avoid unintended benefit reductions or enhancements consistent with industry standards (for example, limits on experimental procedures); address administrator limitations; and make changes in plan administrator or administration. The parties agree the County may, but is not required to, enhance the Cap plans.

6.09 Medical Advisory Committee. In the event the Cap Plan schedule of benefits is to be modified, the County shall convene the Medical Advisory Committee. The Union shall be given advance notice of such meeting and shall be afforded an opportunity to designate one of its members to attend and participate in the meeting.

6.10 Medical Plan Options. The following medical plan options are available in 2013 and 2014 only.
6.10a Qualified High Deductible Health Plan (QHDHP). Employees participating in the default Cap Plan which will be recognized as a Qualified High Deductible Health Plan (QHDHP) may be enrolled in a Health Savings Account (HSA) if otherwise qualified to have such an account. The County will contribute one-time seed money in 2013 to a voluntary HSA, a total of $1,250 per employee if signing up as an employee only OR $2,500 for employee plus dependents so long as the deputy has enrolled and is otherwise qualified to have an HSA account. Fifty percent (50%) will be contributed in January with the remainder contributed in equal monthly installments throughout the remaining months in 2013.

6.10a(1) 2014 Participation. Employees can elect to participate in the Cap–QHDHP in 2014.

6.10a(1)i New Enrollment in 2014. Employees who did not participate in the Cap-QHDHP in 2013 can elect to participate in the Cap–QHDHP offered in 2014 and will receive the same one-time seed money as outlined above. This one-time seed money is inclusive of any remaining difference between the County’s monthly contribution commitment of up to $1,089.50 and the monthly Benefit Consultant’s projected contribution cost of the Cap Medical Plan (QHDHP) for 2014.

6.10a(1)ii Re-enrollment in 2014. For 2014, if the projected monthly contribution cost is less than the County’s contribution of “up to $1,089.50,” the County will contribute the difference monthly to qualified employees’ HSAs.

6.10a(2) New Hires. Employees hired between January 1, 2013 and December 31, 2014 and participating in the default Cap Plan (QHDHP), may receive a County contribution of one-time seed money in 2013 OR 2014 to a voluntary HSA, a total of up to $1,000 for an employee signing up as an employee only OR up to $2,000 for an employee plus dependents. Fifty percent (50%) will be contributed the first paycheck they are eligible for medical benefits so long as the deputy has enrolled and is otherwise qualified to have an HSA account with either $45.45 (employee only) OR $90.91 (employee plus dependents) contributed by the County throughout the remaining months in 2013 OR 2014.

6.10a (3) Employee HSA Contributions. Employees participating in the Health Savings Account are also eligible to contribute to their Whatcom County Health Savings Account (HSA) through payroll deduction.

6.10b Contributory Cap Plan. For 2013, employees may elect a lower deductible plan of $500 per individual with a maximum deductible of up to $1,500 for families through the payment of a monthly premium. The monthly premium will be in the amount of $100.44 for 2013 coverage via payroll deduction.

6.10b(1) 2014 Coverage. The County anticipates the continuation of a Contributory Plan. The Contributory Plan shall have benefits revised as needed pursuant to section 6.08 (Medical Schedule of Benefits) to adjust the schedule of benefits based on the Benefit Consultant’s Renewal and Recommendation Projection
for 2014 with the County contribution of $1,089.50 and employee contribution of up to $100.44 per month.

6.10c Cap 2000 Plan – Non-Qualified High Deductible 2013. For 2013 only, employees may elect a non-qualified high deductible plan with $2,000 deductible for employee only and a maximum deductible of up to $6,000 for employee plus dependents.

6.10c(1) Non-Qualified High Deductible 2014. The County anticipates the continuation of an employee Non-Qualified High Deductible option as would be constituted/revised following the application of section 6.08 (Medical Schedule of Benefits) with no payroll deductions.

6.11 Retirement Health Savings Plan. The County agrees to make available to bargaining unit members a Retirement Health Savings Plan in accordance with and if allowable by IRS regulations.

ARTICLE 7 - SICK LEAVE

7.01 Sick Leave Usage. Sick leave shall include time off for the bona fide illness, accident or injury, dentist and doctor appointments of the deputy. Use of sick leave for other than the purposes outlined in this Article may result in disciplinary action.

7.01a Utilization. A deputy may use sick leave to care for the child of the deputy with a health condition that requires treatment or supervision or for the care of a spouse, domestic partner, registered spousal equivalent (40 hour maximum), parent, parent-in-law or grandparent of the deputy who has a serious health condition or during a health emergency. Family members are as defined by WAC 296-130-020. Deputies must register their domestic partner with a State agency or their spousal equivalent with Administrative Services – Human Resources on the appropriate form, before being able to utilize accrued sick leave. Provided, that the employer has the right to require a doctor's certification that the illness of the family member, domestic partner or registered spousal equivalent is sufficiently serious to require the deputy to be in attendance.

7.02 Eligibility Criteria and Accrual Rate. Cumulative sick leave shall accrue to each deputy covered by this Agreement who has completed one(1) month of employment of eighty (80) compensated hours for a calendar month, in the amount of one (1) day, not to exceed eight (8) hours, for each month of employment to a maximum of nine hundred and sixty (960) hours. Deputies working less than an assigned eight-hour schedule shall accrue sick leave benefits based on their currently assigned, budgeted full-time equivalency. To be eligible to accrue sick leave as provided herein, deputies must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall also be credited as compensation.
7.02a Eligibility if on Payroll on 6/15/94. Deputies on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

7.02b Order of Accrual Usage. In general, eight hours of sick leave is accrued each month even if a deputy has accrued the maximum sick leave permitted under a union contract.

7.03 Bonus Days. A deputy having accrued seventy-five (75) days (600 hours) of sick leave on December 31 of any year shall receive an additional five (5) days (40 hours) of vacation to be used in the following calendar year.

7.04 Termination Cashout. Any deputy with three (3) or more years of employment with the County shall be entitled to cash upon termination in the amount of twenty-five percent (25%) of their sick leave bank at the time of termination.

A deputy hired before September 1, 1988 shall be entitled to cash upon termination in the amount of fifty percent (50%) of their sick leave bank at the time of termination.

7.04a Notification and Application. Deputies must give at least thirty (30) days notice prior to termination. Termination cashout of sick leave shall not apply to any deputy terminated for cause.

7.05 Proof of Illness. Upon request of the County, the deputy will provide proof of illness.

7.06 Layoff. Sick leave shall continue to accrue during periods of approved paid leaves of absence only, and during periods of illness. If a deputy is on layoff, sick leave shall not accrue during such layoff; however, upon return to work, the sick leave accrual remaining after cashout at the time of layoff, shall be made available to the deputy and additional days shall accrue from the first month the deputy returns to work.

7.07 Accrual Deduction. A deputy’s sick leave bank shall be reduced by the number of hours absent from work for the reasons set forth in sections 7.01 (Sick Leave Usage), 7.01a (Utilization), and 7.08 (Maternity or Disability Leave).

7.08 Maternity or Disability Leave. Sick leave shall include time off for maternity or disability leave. In the event sick leave is exhausted before the deputy returns to work, any vacation or other paid leave which has accrued must be utilized before approval of any leave without pay is considered by the County except for leaves falling under the federal Family and Medical Leave Act.

7.09 Notification to Supervisor. It is the deputy’s responsibility to notify his/her supervisor of their inability to work because of illness or injury prior to the beginning of the shift. In the event no sick leave notification is made within one (1) hour after the beginning of the shift, the supervisor shall consider and handle the deputy’s absence as an absence without pay, unless the deputy later satisfactorily substantiates,
before payroll deadline, that it was impossible to make or cause such notification. In the
case of an illness which will result in a protracted absence, a letter from the doctor
giving an anticipated return date will waive the daily notification requirement.

7.10 Sick Leave Sharing. The County agrees to allow a yearly donation of
twenty-four (24) hours under the County’s Sick Leave Sharing Program.

7.11 On-Duty Assault. In the case of a documented on-duty assault, a deputy
with a Workers’ Compensation injury shall suffer no loss in wages or reduction in his/her
sick leave bank for the first three days (one day = normally scheduled shift for days off)
following the assault.

ARTICLE 8 - FAMILY CARE

The County agrees to provide unpaid leave to any eligible deputy covered by this
Agreement, consistent with the Washington State Family Leave Laws and the Federal
Family and Medical Leave Act. Deputies are not required to use accrued vacation time,
personal holiday, compensatory time or sick leave before commencing unpaid family
leave, except an employee who has previously used twelve (12) weeks of unpaid FMLA
will use all allowed accrued vacation, sick, and personal holiday time before beginning
unpaid leave.

ARTICLE 9 - JURY DUTY

When a regular deputy covered by this Agreement is called upon for jury service
in any municipal, county, state or federal court, the deputy shall advise the department
head upon receipt of such call and if taken from work for such service, shall be
reimbursed as provided herein for any loss in wages while performing such service;
PROVIDED, that there shall be deducted from the wages of such deputy an amount
equal to the amount such deputy received for jury duty.

ARTICLE 10 - BEREAVEMENT LEAVE

If a deputy suffers a death in the immediate family, the deputy shall be allowed
not more than five (5) days (not to exceed forty (40) hours) off without loss in pay for
bereavement in the death of spouse, domestic partner, registered spousal equivalent,
children, and parents, including step-parents and step-children of the deputy and
spouse and three (3) days off for other immediate family members. (Defined to be
brothers, sisters, grandchildren or grandparents of either the deputy or the deputy’s
spouse.) Deputies must register their domestic partner with the State of Washington or
spousal equivalent with Administrative Services – Human Resources on the appropriate
form before being able to utilize bereavement leave. For the purposes of bereavement
leave only, a “day” is defined as the number of hours a deputy is assigned to work for
the requested days off.
ARTICLE 11 - INITIATION FEE AND DUES CHECKOFF

11.01 Authorization of Deductions. For individuals who certify in writing that they authorize such deductions, Union initiation fees and monthly dues shall be deducted from the deputy’s payroll and remitted to the Secretary-Treasurer of the General Teamsters’ Local Union No. 231. Accompanying said monies shall be a list of deputies, their social security numbers, and amounts to be credited to their account.

11.02 Payroll Deduction. The Union and each deputy authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the County harmless from all claims, demands, suits, or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such deputy.

ARTICLE 12 – WORK ASSIGNMENTS AND NON-WAGE REIMBURSEMENTS AND PAYMENTS

12.01 Specialty Positions. The Department may, at its discretion, appoint deputies to the following specialty positions: Range Deputy, Transport Coordinator or Training Deputies (Field, Defensive Tactics and Medical) – any of which may be required to be certified.

12.02 Specialty Position Premium. Deputies assigned to a Specialty Position listed in section 12.01 (Specialty Positions) shall be paid three point twelve percent (3.12%) based on step 6 of the deputies matrix and sergeants shall be paid two point six percent (2.60%) based on step 2 of the sergeant’s matrix per month in addition to their regular wages. As of December 21, 2014, step 3 of the sergeant’s matrix will be utilized.

12.03 Clothing, Equipment and Cleaning Allowance. New Corrections Deputies shall be allowed six hundred and fifty dollars ($650) as an initial clothing, equipment and cleaning allowance. Taxes shall be withheld in accordance with state and federal law. Effective January 1, 2008, the annual Clothing, Equipment and Cleaning Allowance was eliminated as a separate compensation item and was added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such premium to employees as an element of wages.

12.03a Allowance Usage. The clothing, equipment and cleaning allowance shall be used to purchase and maintain uniforms and clothing required by the Sheriff’s Office, and all equipment for the safety and performance of the deputies. The department shall furnish sidearms, leather, and protective vests when required.

12.04 Repair and Replacement. The cost of repair or replacement of clothing or personal equipment (including watch replacement or repair up to a total cost of thirty-five dollars [$35]) used in furtherance of job related duties and damaged or destroyed in the line of duty will be borne by the County. (Does not include jewelry, or
similar items.) The amount paid for replacement of a damaged item will be based on the general condition of the article. Whether damage was done in line of duty will be determined by the department, subject to the grievance procedure outlined herein.

12.05 Transportation Deputy Assignment. When trained and range qualified, Corrections Deputies shall rotate in the assignment of Transportation Deputy

12.05a Schooling. Transportation Deputies will be paid for hours of schooling and qualifying that may be required by the Sheriff’s Office. All hours spent in required schooling and qualifying will be considered as work hours.

12.05b Pay. Effective the first pay period 2007 Matrix rates were implemented in the payroll computer system, Transportation Pay was eliminated as a separate compensation item and was added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes this collective bargaining agreement provides such pay to employees as an element of wages.

12.05c Qualifications Standards. All Deputies shall be Transportation Qualified as an essential element of their job. The parties acknowledge that the current qualification standards require Corrections Deputies to be firearms qualified by the end of their probationary period and all Corrections Deputies must maintain firearms qualification throughout employment, with the exception of Corrections Deputies designated by the Sheriff.

12.05d Lunches. The parties agree that consistent with contracts between the County and other jurisdictions regarding the transport of inmates, deputies will be provided lunch at a contracted facility or if not at a contracted facility, the County travel policy for lunches will apply.

12.05e Western State Hospital Runs. The County agrees to continue the existing practice of providing two deputies for Western State Hospital (WSH) runs.

12.06 Pyramiding of Premiums. There shall be no pyramiding of premiums paid under Article 12 (Work Assignments and Non-Wage Reimbursements and Payments) of this Agreement.

ARTICLE 13 - PHYSICAL EXAMS

13.01 New or Rehire Required Exams. Newly employed or re-employed Corrections Deputies shall be required to take and pass a physical examination meeting the requirements of the Civil Service Commission. It is understood between the parties that the Sheriff will be furnished, upon request, a copy of any physical or mental examination ordered by the Sheriff’s Office.
13.02 Annual Exam Covered. Corrections Deputies and Corrections Sergeants may have one (1) physical exam paid by the County each year that their health plan does not provide them with a preventive exam.

13.02a Ordered Exams. Additional physical and/or mental examinations may be ordered by the Sheriff’s Office. The first physical shall be administered by the doctor of the deputy’s choice. Any second or subsequent exam ordered by the Sheriff’s Office will be administered by a physician or psychiatrist selected by the Sheriff. The above referenced physical examinations shall be paid for at the County's expense. No deputy shall lose pay because a required physical and/or mental examination is scheduled during all or part of their normal work day.

ARTICLE 14 - RULES OF OPERATION

The Sheriff’s Office shall adopt reasonable written rules of operating the Sheriff’s Office and the conduct of deputies provided; however, before such rules are posted, a copy shall be furnished to the Union. The Union shall be allowed not less than ten (10) days in which to make known any objection they may have concerning such rules, except in the case of emergency.

ARTICLE 15 - UNION ACTIVITY

15.01 Negotiations. It is agreed that up to three (3) bargaining unit deputies shall be allowed to participate in negotiations without loss in pay, provided that:

(1) such deputies shall not receive overtime pay while serving on the negotiations committee.

(2) one (1) deputy will be selected from the Corrections Sergeant classification, one (1) deputy from the Main Jail and one (1) deputy from the Work Center.

15.02 Union Activity. It is further agreed that other time off for Union activity will be allowed without compensation providing such time off will not unnecessarily disrupt the operation of the Sheriff’s Office. The Union will keep Human Resources advised of shop stewards and current members on the negotiating committee.

15.02a Shop Steward Training. Up to two shifts per calendar year shall be permitted off without pay for Shop Stewards to attend training/seminars conducted by the Union. Deputies must submit request at least thirty (30) calendar days in advance of training. The County may refuse to grant leave if absence would adversely impact the operations of the Sheriff’s Office.
ARTICLE 16 - SEPARABILITY AND SAVINGS

If any article or section of this Agreement should be held invalid by operation or law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of an adequate replacement.

ARTICLE 17 - LONGEVITY

Effective the first pay period 2007 Matrix rates were implemented in the payroll computer system, longevity was eliminated as a separate compensation item and was added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages.

ARTICLE 18 - GENERAL CONDITIONS

18.01 Range Placement. The County shall place deputies in a pay range, per Addendum B (Matrices), that is consistent with their duties, responsibilities, and job content.

18.02 Reclassification. When a reclassification to a higher level of responsibility occurs, the deputy will be placed in the pay step of the higher pay range that will provide not less than a five percent increase in salary. The reclassification date becomes the anniversary date for step advancement purposes.

18.03 Step Placement. Deputies will be placed in the first step of their assigned pay schedule. All pay schedules have annual steps. Movement to step 7 through 11 for sergeants and to step 11 through 15 for deputies shall require three years service at the previous step.

18.03a Sheriff’s Discretion on Step Placement. It is understood between the parties that the Sheriff may place deputies in a higher pay step at his discretion, subject to the approval of the County Executive. The Union shall be notified when this occurs.

18.04 Step Advancement. Advancement to the next pay step shall occur on the first day of the month in which the anniversary date falls.

18.05 Promotion Anniversary Date. When a deputy is promoted to a higher classification, the promotion date becomes the anniversary date for step advancement purposes.
18.06 Personnel Records Access. Each deputy shall have access to his/her personnel records, except supervisor’s notes prepared for the purpose of preparing deputies evaluations.

18.07 Performance Evaluations. Deputies shall, upon request, be given an opportunity to review all evaluation reports made by any and all supervisory personnel. The deputy shall review and sign his/her evaluation after the Sheriff or designee has made written comments. If any additional comments are made after the deputy signs, the deputy shall be notified.

18.08 Training. Training opportunities will be offered to deputies in as fair and evenhanded a fashion as is possible.

18.09 Work In Higher Classification. Any deputy required to perform work in a position with a higher wage classification to that which the deputy normally holds for any hour worked, shall be paid at the deputy’s normal rate of pay plus five percent (5%), while so acting.

18.09a Acting Sergeant. Corrections Deputies who have taken and passed the sergeant’s examination shall be eligible to be appointed as acting sergeants should no supervisory personnel be available. In the absence of both a sergeant and acting sergeant, the Sheriff’s Office may designate the available senior qualified deputy to serve as acting sergeant. For the life of this Agreement, having once passed the sergeant’s exam, a deputy shall not be required to test again to remain as an acting sergeant; provided such deputy successfully completes either a sergeant’s exam or an in-service refresher course at least every four (4) years.

18.10 Part-Time and Temporary Deputies. Hourly rates shall be established for deputies working less than full-time by placing the deputy in the appropriate salary range based upon their employment with the County.

18.11 Shots. The Sheriff’s Office will pay for and provide the following vaccinations or shots for the existing work force on a voluntary basis: diphtheria, tetanus, hepatitis A & B, and influenza. The Sheriff’s Office will pay for and provide the same shots for all newly hired Corrections Deputies on a mandatory basis, except hepatitis A, which will be on a voluntary basis. The County will provide and pay for follow-up blood tests to see if the hepatitis B shot was effective. New shots may be added as determined by the County Health Officer as prudent for the health of the deputies. Adverse reactions from mandated shots will be treated according to Labor & Industries standards.

18.12 Traveling Expenses. Deputies traveling out of the County on official business will be reimbursed for the reasonable cost of meals and expenses as may be authorized by County policy.

18.13 Subcontracting. Prior to subcontracting work currently performed by bargaining unit deputies, the County will give the union 60 days notice of its intent to do
so and, on request, will meet and discuss the decision. The 60-day notice requirement is not applicable if the subcontracting results from an emergency situation, or if bargaining unit deputies are not displaced by subcontracting.

18.14 Electronic Funds Transfer. All regular deputies shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days hire. Institution changes require four (4) weeks notice. Deputies providing documentation of their inability to open a checking and/or savings account may have this requirement waived. Deputies may stop EFT in emergency situations with at least seven (7) days notice before a scheduled payday. Employees must restart the EFT within three (3) months.

18.15 Ability to Cross Border. All employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian border. If an employee is unable to maintain his/her ability to cross the border, the County agrees to meet and bargain the impact on said employees if requested by the Union.

ARTICLE 19 - SALARY SCHEDULE

Deputies on the payroll on the date of Council adoption following bargaining unit ratification or hired after the date of Council adoption, shall be classified pursuant to Addendum A (Position Title Index) and paid pursuant to Addendum B (Matrices), which are a part of this Agreement by reference.

ARTICLE 20 - GRIEVANCE PROCEDURE AND ARBITRATION

20.01 Grievance Definition. Grievance as used herein shall mean any dispute or controversy which might arise as to the interpretation or application of this Agreement.

20.01a Initial Filing. Grievances must be addressed within thirty (30) calendar days from knowledge of the incident by the deputy first following their chain of command in an attempt to adjust the dispute or they shall be deemed null and void. With failure within the time limit to satisfy the dispute, the grievance procedure shall be initiated.

20.01b Union Notification. Should any grievance herein defined arise, the same shall be taken up with the representative of the Union, who will then take the grievance up with the Sheriff and the Head of Human Resources or designee.

20.02 Arbitration. Any grievance submitted and processed in accordance with the grievance procedure provided above which is not satisfactorily adjusted within thirty (30) calendar days may be taken to arbitration by the County or the Union as herein provided. However, prior to arbitration, the County Executive shall be advised of the dispute.
Either party may, within five (5) working days after failure to adjust the grievance in Subsection (b), serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten calendar days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) calendar days thereafter, request the Federal Mediation and Conciliation Service to submit a list of eleven (11) disinterested persons living in the Northwest who are qualified and willing to act as an impartial arbitrator. From the list the County will strike two names, then the Union two names until the single name remaining is appointed as the arbitrator.

20.02a Hearing Commencement. The arbitrator shall commence the hearing. The award of the arbitrator shall be rendered in writing together with his written findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining deputy and deputies, if any.

20.02b Arbitrator's Fees. The arbitrator's fees and expenses, the cost of any hearing room and the cost of the shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the County and the Union. All other expenses and costs shall be borne by the parties incurring them.

20.02c Arbitration Venue. Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

20.03 Time Limitations. The County and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with. provided, however, said time limitations may be waived by mutual agreement but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide the grievance.

20.04 No Lockout, Strike or Slow Down. All grievances as defined in this section shall be settled in accordance with the procedures outlined above and there shall be no lockout, strike, interruption of work, slow down, or other interference with production during the life of this Agreement.

20.05 Election of Remedies. Any action appealed to the Civil Service Commission shall not be subject to the grievance procedure herein. Any matter taken to the grievance procedure may not be appealed to the Civil Service Commission.

20.06 Past Practice. No action by any bargaining unit member in applying or interpreting this Agreement will be binding upon the County as a past practice.

ARTICLE 21 – SENIORITY

Seniority lists for each unit covered by this Agreement will be maintained separately for the purpose of layoff, recall, vacation, extra overtime, and shift bidding. Employees transferring from one unit to another will have their names placed at the bottom of the new unit list, provided however, total length of service with the County will
be credited to such deputy for the purposes of vacations, sick leave, and longevity accrual. Seniority units shall consist of the following; Corrections Sergeants and Corrections Deputies who shall bid for shifts.

ARTICLE 22 - MANAGEMENT RIGHTS

Consistent with the Sheriff’s authority and obligations in the County Charter, any and all rights concerned with the management operations of the County and its Sheriff’s Office are exclusively those of the Sheriff’s Office unless otherwise provided by the terms of this Agreement. The Sheriff’s Office has the authority to adopt reasonable rules for its operation and the conduct of its deputies; provided, such rules are not in conflict with the provisions of this Agreement, or with applicable law. The Sheriff’s Office has the right to discipline, temporarily lay off or discharge deputies; to assign work and determine duties of deputies; to schedule hours of work, to determine the number of deputies to be assigned to duty at any time and such other rights as are normal to County government and not expressly limited in this Agreement or applicable laws.

ARTICLE 23 - INDEMNITY AND HOLD HARMLESS AGREEMENT

The County agrees to hold harmless deputies for all damages, including attorney fees which they may suffer as a result of lawsuits commenced against them arising out of their activities which are within the scope of their employment for Whatcom County. Should the deputy’s actions be outside the scope of their employment, or the allegations contained in the complaint allege actions which, if proven, would be outside the scope of their employment; or be intentional torts, then the County will not pay that judgment. In addition, the deputy will hire counsel. Whatcom County will compensate the deputy in a timely manner for that counsel on a reservation of rights basis. This means, if the allegation contained in the complaint is proven then the County will not pay the judgment and the deputy will be responsible for reimbursing the County for its attorney fees. However, should the allegation of intentional tort not be proven but merely negligence, then the County will pay the judgment and will not seek reimbursement for the attorney’s fees.

The above language will be interpreted such that the only circumstances in which the County will not pay a judgment against an deputy and the deputy will be responsible for reimbursing the County for attorney's fees paid pursuant to a reservation of rights is where it is actually found that the deputy acted outside the scope of his or her employment or committed an intentional tort.

ARTICLE 24 - TERMINATION CLAUSE

24.01 Duration. The parties acknowledge the predecessor agreement’s, terms and conditions continue as provided in RCW 41.56 and this Agreement shall be in full force and effect from December 10, 2013, to and including December 31, 2014, and shall continue in full force and effect from year to year thereafter, unless written notice
of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

24.02 Subsequent Agreements. It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 1st, 2015, or January 1st of any subsequent year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

THIS AGREEMENT IS EXECUTED THIS 10th day of December, 2013, by the duly authorized representative of the parties hereto.

GENERAL TEAMSTERS' LOCAL UNION NO. 231  WHATCOM COUNTY, WASHINGTON

By: 
Rich Ewing
Secretary-Treasurer

By: 
Jack Louws
Whatcom County Executive

APPROVED AS TO FORM:  DATE COUNCIL APPROVED:

Chief Civil Deputy Prosecuting Attorney

Date
ADDENDUM A
TO THE AGREEMENT
by and between
WHATCOM COUNTY, WASHINGTON
and
GENERAL TEAMSTERS' LOCAL UNION NO. 231
CORRECTIONS DEPUTIES & SERGEANTS BARGAINING UNIT

POSITION TITLE INDEX

<table>
<thead>
<tr>
<th>Range</th>
<th>Position</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Corrections Sergeant</td>
</tr>
<tr>
<td>11</td>
<td>Corrections Sergeants (with one premium)</td>
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<tr>
<td>2</td>
<td>Corrections Deputy</td>
</tr>
<tr>
<td>21</td>
<td>Corrections Deputy (with one premium)</td>
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POSITION TITLE INDEX
Effective the July 6, 2014

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<tr>
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<tbody>
<tr>
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### 2014 Matrices - Effective December 21, 2014

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<th>3 Years Required to Move to next Step</th>
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LETTER OF UNDERSTANDING #1
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
GENERAL TEAMSTERS’ LOCAL UNION NO. 231

This letter of understanding is in consideration of that certain collective bargaining agreement between the General Teamsters’ Local Union No. 231, and Whatcom County, regarding and attached to the Corrections Deputies & Sergeants collective bargaining agreement.

1. **Drug-Free Work Place Policy.** Upon request by the County, during the term of this Agreement, the Union shall meet and enter into negotiations on an alcohol and drug-free work place policy, including drug testing.

2. **Training.** The County will provide the following types of training for Correction Deputies and Corrections Sergeants:

   (a) Administering of prescription drugs; and

   (b) AIDS prevention and safeguards against AIDS in the work environment.

3. **Grooming.** Mustaches shall be allowed as long as they conform to grooming standards.

4. **Non-Firearms Qualified.** The Sheriff shall maintain a list of employees who were not as of January 1, 2007 firearms qualified. These employees were grandfathered and will not be required to be firearms qualified during their Corrections employment with Whatcom County. Other deputies hired prior to December 31, 1998, can be relieved of the transportation qualified requirement as approved by the Sheriff and added to the list. Any such approved non-firearms qualified employees will be placed in the appropriate “non-firearms qualified” range as of July 6, 2014.

5. **Wage Tables**
   - **2013 –** The following changes will be made to the January 1, 2012 matrices effective the first full pay period following adoption by the County Council.
     - 1% Sergeants in steps 2 – 5
     - 1% Corrections Deputies in steps 1 – 9
     - 2% Sergeants in steps 6 – 11
     - 2% Corrections Deputies in steps 10 – 15
     - Effective retroactive to January 1, 2013 all Corrections Deputies and Sergeants employed on December 10, 2013 shall receive the wage modifications listed above calculated as a percent of gross earnings
LETTER OF UNDERSTANDING #2 (TEMPORARIES WITH BENEFITS)
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
GENERAL TEAMSTERS’ LOCAL UNION NO. 231

This Letter of Understanding is by and between Whatcom County, hereafter called “the County,” and General Teamsters’ Local Union No. 231, hereafter called “the Union,” regarding and attached to the Corrections Deputies & Sergeants Collective Bargaining Agreement (CDSCBA).

The purpose of this Letter of Understanding is to establish the conditions under which an employee may fill an ongoing full-time temporary position with benefits under CDSCBA.

1) Temporaries with Benefits
The County sometimes identifies the need for ongoing full-time temporary positions not funded in the County budget as regular on-going positions. These temporary work assignments are ones that are anticipated at the outset to extend beyond the contract limitation for “temporaries” and are anticipated to work full time and meet the benefit eligibility threshold of eighty (80) compensated hours per calendar month. Work assignments and special conditions will end on the date specified in the letter of appointment, when the work is completed, or when employment is terminated unless an extension is specifically agreed to by the County and the Union.

2) Union Membership and Benefits Eligibility
Temporaries with benefits will join the Union in accordance with section 1.02 (Members in Good Standing) of the CDSCBA.

Upon completion of eligibility requirements, full-time temporaries with benefits will become eligible for health & welfare benefits in accordance with Article 6 of the CDSCBA and Washington Teamsters Welfare Trust (WTWT) rules. Life insurance will be available to the employee only.

Full-time temporaries with benefits will be eligible for paid leave in accordance with:
   Article 4 – Holiday
   Article 5 – Vacation
   Article 7 – Sick Leave

3) Pay & Other Conditions of Employment
Full-time temporaries who have previously been employed as regular employees by the Jail will receive the current rate of pay at the step they were at when they left the County, but no higher than the top Corrections Deputy step. Qualified temporaries who have not been regular employees of the Jail will be paid at the entry step for Corrections Deputies.

Such temporary positions with benefits will NOT be eligible for other terms and conditions of employment under the CDSCBA, including, but not limited to:
• Regular employment status
• Step increases
• Seniority
• Paid and Unpaid Leaves of Absence (other than those described above)
• Internal investigation notice
• Grievance procedures and arbitration
• Bidding for positions posted within the bargaining unit, except as allowed under Whatcom County Civil Service Commission Regulations & Rules and RCW Title 41

4) Posting
Positions under this Letter of Understanding will be filled in compliance with Whatcom County Civil Service Commission Regulations & Rules and RCW Title 41.

5) Regular Positions
If a current full-time temporary with benefits is selected to fill a regular, budgeted County position, the period served as a temporary with benefits will apply toward health and welfare benefits eligibility if there has been no break in service and coverage and if allowed by current benefit plans. If appointed to a regular position, vacation accruals will commence at the “0-1” year level.

6) Non-Precedent Setting
This Letter of Understanding will not be considered precedent setting to any other matter of concern raised by Teamsters or employees under the Corrections Deputies & Sergeants Collective Bargaining Agreement.

7) Termination
Either the employee or the County can end the employment relationship outlined in this Letter of Understanding without notice or reason.

8) Cancellation
Either party may cancel this agreement at any time following thirty (30) days written notice to the other.
ADDENDUM C
ADVICE OF ADMINISTRATIVE INVESTIGATION

Date:

To:

From:

Subj:

As required by section 2.07a (Due Process) of the Corrections Deputies & Sergeants Collective Bargaining Agreement this document notifies you that you are the subject employee in connection with an Investigation that has been authorized by the Sheriff.

An interview will be performed at a later date. Prior to the interview, you will receive an Advice of Investigative Interview providing you with the name of the investigating officer, the name and rank of the interviewer and the names of others who will be in attendance, the specific allegations and the policy violations. All involved parties shall be bound to the NOTICE provisions contained at the end of this Advisement.

☐ THIS IS A CLASS I ADMINISTRATIVE INVESTIGATION

☐ THIS IS A CLASS II ADMINISTRATIVE INVESTIGATION

This investigation is to determine the facts and possible violations of Sheriff’s Office Policy/Procedure, Rules and Regulations regarding:

Alleged Acts of Misconduct:

Alleged Policy Violations:
NOTICE:
Effective immediately, you are directed to have no communication regarding this matter, either on-duty or off-duty, with any person including potential witnesses or persons who may be materially involved with the administrative investigation.

This directive means you are prohibited from communicating to these individuals about this matter by any means to include, but not be limited to: fax, telephone, mail, electronic messaging, in-person, person to person relay or any other form of communication.

Failure to comply with this directive shall be considered Insubordination, and may result in discipline up to and including termination.

You are not prohibited from discussing this matter with your Union representative, Union legal advisor, or your personal attorney.

This directive will remain in effect until either the adjudication or conclusion of the administrative investigation. Adjudication or conclusion of the case is when the employee has been notified by the appointing authority of a finding.

Acknowledgment:
I certify that I have read this advisement form in its entirety (2 pages). I acknowledge that I understand the contents and that I have received a copy of this document.

__________________________________________
Printed name

__________________________________________    __________________________
Signature                                        Date

__________________________________________    (Print name)
Investigation Advisement made by:  __________________________

__________________________________________    ____________    ____________
Date                                           Time                                           Place
ADDENDUM D

ADVICE OF ADMINISTRATIVE INTERVIEW AS REQUIRED
BY SECTION 2.07c(1) (INTERVIEW ADVISEMENT) OF THE
CORRECTIONS DEPUTIES & SERGEANTS COLLECTIVE BARGAINING
AGREEMENT

Date:

To:

From:

Subj:

☐ YOU ARE THE SUBJECT EMPLOYEE

☐ YOU ARE A WITNESS EMPLOYEE

in connection with an Investigation that has been authorized by the Sheriff.

The Officer in Charge of this Investigation is: ________________________________

This interview is to be performed by ________________________________ (name, rank)

and also in attendance will be ________________________________, all of whom shall be

bound to the NOTICE provisions contained at the end of this Advisement.

☐ THIS IS A CLASS I ADMINISTRATIVE INVESTIGATION

☐ THIS IS A CLASS II ADMINISTRATIVE INVESTIGATION

A. This investigation is to determine the facts and possible violations of Sheriff's Office

Policy/Procedure, Rules and Regulations regarding:

Allegations:

For a Subject of the investigation, state the specific factual nature of investigation

For a Witness in the investigation, state the purpose of interview

Possible Policy/Rules/Regulations Violations include but are not limited to:

(this section is optional for notice to a witness employee)
B. Failure to fully cooperate by truthfully answering all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information will result in disciplinary action, which may include discharge from the Sheriff’s Office.

C. All Class I Administrative Investigations shall be audio recorded. Class II investigative interviews are generally not recorded, but will be audio recorded at the request of either party. In a Class II interview, should one party object to the use of an audio recording then a transcript shall be made and be the only official record. Class II transcription expenses shall be at the expense of the requesting party.

D. You may request and obtain the presence of a Union representative during the investigatory interview (if no request is made there shall be no obligation of representative presence) provided that:

1. The Union representative shall not disclose the nature or content of the interview to any person, except as necessary for the Union to meet its duty of fair representation. The Union representative shall not obstruct the investigation, including revealing information to others except as permitted herein.

2. In addition to observing the interview, the Union representative, may reasonably participate in accordance with 1 above, by:
   a. Consulting with the employee before the interview begins;
   b. Reasonably raising valid objections and consulting with/advising the employee about a privilege she/he has the right to assert once questioning starts;
   c. Assisting the employee if questions are ambiguous or misleading by rephrasing the question or asking that the question be rephrased;
   d. Interceding if questions become harassing or intimidating; and
   e. Asking additional questions and seek to clarify responses.

3. During the investigatory interview, the Union representative may not;
   a. Interrupt if the employee is asked to give an initial version of events;
   b. Consult with the employee before he/she answers every question;
   c. Otherwise interfere with appropriate questioning by the investigator.

4. The Union representative may not be the spouse of the subject employee or a witness in the matter under investigation.

E. Employees subject to investigation shall be given at least two (2) hours notice before an interview. The failure of an employee subject to investigation to obtain a Union representative within a reasonable time, (generally two hours) is not an acceptable basis for unreasonably delaying an investigative interview with the understanding the interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee. Upon request, the employee will be granted a twenty-four (24) hour delay, unless the exigency of the investigation requires otherwise.
F. You have the right to suggest specific witnesses to be interviewed by the investigator. Upon notice of completion, you have the right to review and make corrections and/or additions to your transcript prior to the conclusion of the investigation.

G. Statements made to the investigator during an Administrative Investigation:

1. Will become part of the investigative file for the use of the Sheriff only to the extent permitted by law and subject to all legal protection available as a private confidential and privileged communication to the extent permitted by law; and

2. Will not be provided to other witnesses or interviewees involved in the investigation by the investigator such that the information is attributable to any individual identified by the investigator; and

3. Are not to be communicated to any person by you except to a Union representative if necessary to protect the legal rights of a witness or subject. You may consult with your private attorney.

4. Provided, that the referral of the summary of facts and findings to the involved employee’s chain of command, Human Resources, or the Prosecuting Attorney’s Office shall not constitute a breach of any privilege, privacy, or confidentiality; and provided further that should the involved employee choose to appeal the resulting personnel or disciplinary action and thus put at issue the merits of that action, statements given, and persons involved in the investigation may be asked by the Sheriff’s Office or the subject employee to give a sworn testimony regarding their involvement. If other disclosure is necessary, notice will be given to the Union.

H. The investigator will read the following warning into the recording at the start of the interview:

You are about to be questioned as part of an administrative investigation being conducted by the Whatcom County Sheriff’s Office. You are hereby ordered to fully answer the questions that are put to you that relate to information you possess and/or your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to answer truthfully and cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.
NOTICE:
Effective immediately, except as otherwise provided above, you are directed to have no communication regarding this matter, either on-duty or off-duty, with any person including potential witnesses or persons who may be materially involved with the administrative investigation.

This directive means you are prohibited from communicating to these individuals about this matter by any means to include, but not be limited to: fax, telephone, mail, electronic messaging, in-person, person to person relay or any other form of communication.

Failure to comply with this directive shall be considered Insubordination, and may result in discipline up to and including termination.

You are not prohibited from discussing this matter with your Union representative, Union legal advisor, or your personal attorney.

This directive will remain in effect until either the adjudication or conclusion of the administrative investigation. Adjudication or conclusion of the case is when the employee has been notified by the appointing authority of a finding.

Acknowledgment:

I certify that I have read this advisement form in its entirety (4 pages). I acknowledge that I understand the contents and that I have received a copy of this document.

__________________________________________________________
Printed name

__________________________________________________________
Signature

Advisement made by: _____________________________ (Print name)

Date ____________________ Time ____________________ Place ____________________
Stop Loss Insurance Protection for Self-Insured Medical Claims over $250,000 in 2014

ATTACHMENTS:
1. Memorandum to Jack Louws, County Executive

Following solicitation of quotes for stop loss (excess) medical plan insurance pursuant to Resolution 2007-058, Kibbie & Prentice recommends renewing the County’s stop loss protection for the self-insured medical program with Sun Life Assurance Company for 2014. The rates were locked and included in Kibbie & Prentice’s renewal pricing for the Cap Plan for the year 2014.

RECOMMENDED MOTION:
Request authorization for the County Executive to accept Sun Life STOP-LOSS POLICY for insurance protection for the self-insured medical program for 2014.
MEMORANDUM

TO: Jack Louws, County Executive

FROM: Karen Goens, Human Resources Manager

RE: Medical – Stop Loss Insurance Policy

DATE: November 25, 2013

Enclosed is a recommended Renewal Proposal for Whatcom County's Group Policy for Specific and Aggregate Stop Loss Insurance for your review and signature.

- **Background and Purpose**
  The County is required by law to protect its financial assets in the self-insured medical program with reserves and excess insurance coverage (also called stop loss or reinsurance) [RCW 48.62.071(4)]. Each year our benefit consulting contractor, Kibble & Prentice, seeks bids from the market, obtains and analyzes quotes (pursuant to Resolution No. 2007-058), recommends coverage levels, and includes the rates in the medical plan renewal pricing.

  For January 1, 2014, Kibble & Prentice recommends the County continue the same level of stop loss protection with the same company, Sun Life Assurance Company. This coverage is triggered if an individual’s medical costs are in excess of $250,000 in a plan year or if the plan’s aggregated costs exceed $12,091,836.

- **Funding Amount and Source**
  The rates for stop loss in 2013 were $22.82 per single enrollee per month and $52.69 per family per month. The 2014 rates represent a 24% increase based on current enrollment with rates per single enrollee at $28.30 and $65.34 per family. The reason for the increase in premiums is amount of high claims paid by this insurance over the past five years relative to the premiums. For the period 2009-2012, the stop loss carrier paid out $1,047,591 in claims and the County paid $636,591 in premiums. The anticipated annual premium for 2014 will be $333,838 which is included in the 2014 Cap plan pricing and paid from cost center 507340.

- **Differences from Previous Contract**
  The only difference is the cost as described above.

Please feel free to contact me at extension 50550, if you have any questions or concerns regarding this recommendation.
Renewal options

On this page, select the rate and renewal option that best fits your current needs.

**Current and renewal rate summary**

<table>
<thead>
<tr>
<th>Tier</th>
<th>Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>95</td>
</tr>
<tr>
<td>Family</td>
<td>351</td>
</tr>
<tr>
<td>Total</td>
<td>446</td>
</tr>
</tbody>
</table>

**Specific Stop Loss policy details and renewal options**

<table>
<thead>
<tr>
<th>Plan thresholds</th>
<th>Current</th>
<th>Renewal</th>
<th>Renewal option 1</th>
<th>Renewal option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Specific deductible</td>
<td>$250,000</td>
<td>$250,000</td>
<td>$275,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>Aggregating Specific deductible</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Annual maximum</td>
<td>$2,000,000</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Lifetime maximum</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

**Specific rates**

<table>
<thead>
<tr>
<th>Contract basis</th>
<th>Current</th>
<th>Renewal</th>
<th>Renewal option 1</th>
<th>Renewal option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/15 gap-less</td>
<td>$22,659.89</td>
<td>$25,850.90</td>
<td>$25,850.90</td>
<td>$30,000</td>
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<tr>
<td>Benefits covered</td>
<td>Medical</td>
<td>Medical</td>
<td>Medical</td>
<td>Medical</td>
</tr>
<tr>
<td>Single</td>
<td>$22.50</td>
<td>$24.30</td>
<td>$24.30</td>
<td>$21.33</td>
</tr>
<tr>
<td>Family</td>
<td>$52.89</td>
<td>$65.34</td>
<td>$56.12</td>
<td>$50.25</td>
</tr>
<tr>
<td>Total monthly premium</td>
<td>$22,759.89</td>
<td>$28,238.44</td>
<td>$24,281.42</td>
<td>$21,283.10</td>
</tr>
</tbody>
</table>

Renewal rate action as a % increase to current monthly premium: 24.0% 5.5% -6.3%

**Aggregate Stop Loss policy details and renewal options**

<table>
<thead>
<tr>
<th>Aggregate thresholds</th>
<th>Current</th>
<th>Renewal</th>
<th>Renewal option 1</th>
<th>Renewal option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Benefit Maximum</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
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<tr>
<td>Total Annual Premium</td>
<td>$1.00</td>
<td>$1.00</td>
<td>$1.00</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

Renewal rate action as a % increase to current monthly premium: 0.0% 0.0% 0.0%

**Aggregate thresholds and rates**

<table>
<thead>
<tr>
<th>Contract basis</th>
<th>Current</th>
<th>Renewal</th>
<th>Renewal option 1</th>
<th>Renewal option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/15</td>
<td>Medical/PDP</td>
<td>Medical/PDP</td>
<td>Medical/PDP</td>
<td>Medical/PDP</td>
</tr>
<tr>
<td>Benefits covered</td>
<td>200%</td>
<td>200%</td>
<td>200%</td>
<td>200%</td>
</tr>
<tr>
<td>Single Aggregate deductible factor</td>
<td>$2,093.51</td>
<td>$2,093.51</td>
<td>$2,093.51</td>
<td>$2,093.51</td>
</tr>
<tr>
<td>Medical</td>
<td>$1,590.59</td>
<td>$1,590.59</td>
<td>$1,590.59</td>
<td>$1,590.59</td>
</tr>
<tr>
<td>Rx Drug</td>
<td>$402.95</td>
<td>$382.80</td>
<td>$382.80</td>
<td>$382.80</td>
</tr>
<tr>
<td>Family Aggregate deductible factor</td>
<td>$2,093.51</td>
<td>$2,093.51</td>
<td>$2,093.51</td>
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<tr>
<td>Medical</td>
<td>$1,690.56</td>
<td>$1,690.56</td>
<td>$1,690.56</td>
<td>$1,690.56</td>
</tr>
<tr>
<td>Rx Drug</td>
<td>$402.95</td>
<td>$382.80</td>
<td>$382.80</td>
<td>$382.80</td>
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<tr>
<td>Minimum Attachment Point</td>
<td>915,701.27</td>
<td>913,978.45</td>
<td>925,070.91</td>
<td>936,163.38</td>
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<td>Estimated monthly renewal liability</td>
<td>1,017,445.86</td>
<td>1,007,662.96</td>
<td>1,019,977.92</td>
<td>1,032,302.88</td>
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</table>

Renewal rate action as a % increase to current monthly aggregate deductible factors: -1.0% 0.2% 1.5%

**Total estimated annual plan costs**

<table>
<thead>
<tr>
<th>Total costs</th>
<th>Current</th>
<th>Renewal</th>
<th>Renewal option 1</th>
<th>Renewal option 2</th>
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</thead>
<tbody>
<tr>
<td>Total annual premium</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
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<tr>
<td>Annual Aggregate Attachment Point</td>
<td>12,208,909.32</td>
<td>12,208,909.32</td>
<td>12,208,909.32</td>
<td>12,208,909.32</td>
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<tr>
<td>Total estimated self-funded plan costs</td>
<td>$12,482,658.00</td>
<td>$12,482,658.00</td>
<td>$12,482,658.00</td>
<td>$12,482,658.00</td>
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</table>

Renewal rate action as a % increase to total estimated annual plan cost: -0.4% 0.4% 1.3%

Select renewal option: Yes No No

Initial selected renewal option: No
Renewal options, continued

On this page, learn more about the features and services included in your renewal.

Specific Stop-Loss coverage
The following are included in your policy:

- **No New Lasers at Renewal option with Renewal Rate Cap of 50%**
  The rate cap applies to Specific rates and the Aggregating Specific deductible (if applicable), and it assumes there are no material changes to the underlying plan, the Sun Life Stop-Loss policy, or the group being covered.

- **Mirroring Endorsement**
  Mirroring of your plan document is subject to review and approval by Sun Life and may affect the quoted rates. Within 90 days of the policy effective date, we need your plan document and an executed Renewal Options signature page.

- **Simultaneous Reimbursement option**

- **SunExcel<sup>®</sup> Centers of Excellence transplant program**
  This exclusive program is provided to all Sun Life Stop-Loss customers.

- **SunResources<sup>®</sup> preferred network program**
  This exclusive program is provided to all Sun Life Stop-Loss customers.

- **Sightlines™ Medical Intelligence software program**
  This program is provided to all Sun Life Stop-Loss customers.

The following are not included in your policy:

- **Clinical Trials option**
- **Electronic Funds Transfer**
- **Retiree coverage**
- **Terminal Liability option**

Assumptions

- **Transplant rider**
  Sun Life assumes that if a Transplant rider is in place with your health care plan, that Sun Life is designated as secondary claims payer.

Related provider reimbursement percentage
For health care provider groups, Sun Life sets the in-facility claim reimbursement at Not applicable.

Producer commissions
Sun Life pays the following commission percent to the Stop-Loss producers: 00.0%.

Specific Stop-Loss renewal acceptance
Acceptance of your Specific Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over $50,000 with diagnosis/prognosis for the period of January 1, 2013 through October 1, 2013 with accompanying required information. For large claims, the required information includes paid claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates.

Sun Life will not reimburse for claims expenses that incur outside the Policy Year parameters.

Aggregate Stop-Loss

- **Features**
  The minimum attachment is 90%.
  Monthly Aggregate Accommodation is not included.
  Terminal Liability option is not included.

- **Aggregate Stop-Loss renewal acceptance**
  Renewal acceptance of Aggregate coverage by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of monthly claims and lives, by line of coverage, for the period of January 1, 2013 through October 1, 2013. Upon review of that information, we reserve the right to recalculate the Aggregate Attachment Point.

General coverage

- **Assumptions**
  The above rates assume that your underlying plan will be brought into compliance with the Mental Health
Parity Act, and that covered expenses, as defined under the Mental Health Parity Act, will be covered as “any other illness.” This renewal proposal also assumes there are no underlying plan limits that are inconsistent with the guidelines established by the Americans with Disabilities Act.

- **Affordable Care Act accommodations**
  This renewal proposal represents Sun Life’s efforts to work with you to meet your requirements under the Affordable Care Act (ACA), including, but not limited to, the dependent age provisions of the ACA. According to the rescission provision of the ACA, it is the self-funded medical plan’s responsibility to keep its census data up to date at all times. If the self-funded medical plan inadvertently does not remove a terminated participant, Sun Life may deny any claims from the participant. However, in that situation, the self-funded medical plan is responsible for the claim.

<table>
<thead>
<tr>
<th>Authorized signature</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed name</td>
<td>Jack Louws</td>
</tr>
<tr>
<td>Printed title</td>
<td>County Executive</td>
</tr>
<tr>
<td>Date</td>
<td>December 11, 2013</td>
</tr>
</tbody>
</table>

Approved as to form:

[Signature]

Prosecuting Attorney
Date
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<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>WWC</td>
<td>11/26/13</td>
<td></td>
<td>12/10/13</td>
<td>Finance &amp; Admin Svcs Committee and Council Agenda</td>
</tr>
<tr>
<td>Division Head:</td>
<td>VS</td>
<td>11/26/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>x</td>
<td>11/26/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>12/3/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

TITLE OF DOCUMENT:
Settlement Agreement Extending the International Organization of Masters, Mates and Pilots and Inlandboatmen’s Union of the Pacific Collective Bargaining Agreement

ATTACHMENTS:
January 1—December 31, 2014 Settlement Agreement Extending the International Organization of Masters, Mates and Pilots and Inlandboatmen’s Union of the Pacific Collective Bargaining Agreement.

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

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

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


COMMITTEE ACTION:  

COUNCIL ACTION:  

Related County Contract #:  
200707009 & 200707009-1

Related File Numbers:  

Ordinance or Resolution Number:  

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

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Administrative Services - Human Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Human Resources</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>International Organization of Masters, Mates and Pilots and Inlandboatmen's Union of the Pacific representing Lummi Ferry employees</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 # 201303005  
Does contract require Council Approval?  
Yes ☒ No ☐  
If this a grant agreement?  
Yes ☐ No ☒  
If yes, grantor agency contract number(s) CFDA #  
Is this contract grant funded?  
Yes ☐ No ☒  
If yes, associated Whatcom County grant contract number(s)  
Is this the result of a RFP or Bid process?  
Yes ☐ No ☒  
If yes, RFP and Bid number(s) Cost Center:  
Is this agreement excluded from E-Verify?  
Yes ☒ No ☐  
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) $  
**This Amendment Amount:** $  
**Total Amended Amount:** $  

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

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

**Summary of Scope:** Lummi Ferry Employee's Settlement Agreement Extending the Collective Bargaining Agreement

**Term of Contract:** 1/1/2014 - 12/31/2014  
**Expiration Date:** 12/31/2014

### Contract Routing Steps & Signoff

<table>
<thead>
<tr>
<th>Step</th>
<th>Sign or Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>[Name]</td>
<td>11/26/13</td>
</tr>
<tr>
<td>2.</td>
<td>Daniel L. Gibson</td>
<td>11/26/13</td>
</tr>
<tr>
<td>3.</td>
<td>[Name]</td>
<td>Date:</td>
</tr>
<tr>
<td>4.</td>
<td>[Name]</td>
<td>Date:</td>
</tr>
<tr>
<td>5.</td>
<td>[Name]</td>
<td>Date:</td>
</tr>
<tr>
<td>6.</td>
<td>Daniel L. Gibson</td>
<td>11/26/13</td>
</tr>
<tr>
<td>7.</td>
<td>[Name]</td>
<td>11/20/13</td>
</tr>
<tr>
<td>8.</td>
<td>[Name]</td>
<td>11/26/13</td>
</tr>
<tr>
<td>9.</td>
<td>[Name]</td>
<td>Date:</td>
</tr>
<tr>
<td>10.</td>
<td>[Name]</td>
<td>Date:</td>
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<tr>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>12. County original to Council</td>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>
SETTLEMENT AGREEMENT
EXTENDING THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN
WHATCOM COUNTY, WA
AND
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS
Pacific Maritime Region (MMP)
AND
INLANDBOATMEN’S UNION OF THE PACIFIC (IBU)

This Settlement Agreement is by and between Whatcom County (hereafter called the County) and INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS Pacific Maritime Region (MMP) and INLANDBOATMEN’S UNION OF THE PACIFIC (IBU), (collectively hereafter called the Unions) regarding the Collective Bargaining Agreement (CBA) set to expire December 31, 2013.

The purpose of this Settlement Agreement is to modify and extend the CBA in its entirety including all addendums and attachments, except as modified below.

1. Rule 16.04 Premium Payments. For the Plan Year 2014, the County shall make contributions to fund the County Medical Plan for each eligible employee up to $1,089.50 per month. Employees will elect their plan choice during an open enrollment period occurring the month of November 2013.
   a. Medical Plan Alternatives. In addition to provisions of Rule 16.04, the parties have agreed to the following:
      i. Contributory Cap Plan. Should the County’s Benefit Consultant’s Renewal Projection for 2014 for the Contributory Cap Plan be more than $1,189.94 ($1,089.50 County contribution plus $100.44 employee contribution), modifications to the plan will be made per Rule 16.05 – Medical Schedule of Benefits. Any amount required to fund the Contributory Cap Plan for 2014 above the County’s contribution of $1,089.50 per month will be paid by employees through payroll deduction.
      ii. Cap 2000 Plan – Non-Qualified High Deductible. For 2014, employees may elect a non-qualified high deductible plan. There will be no monthly premium paid by employees.
      iii. Qualified High Deductible Health Plan (QHDHP). For 2014, employees participating in the default Cap Plan, which will be recognized as a Qualified High Deductible Health Plan (QHDHP), may be enrolled in a Health Savings Account (HSA) if otherwise qualified to have such an account. The County will contribute one-time seed money in 2014 to a voluntary HSA, a total of $1,250 per employee if signing up as an employee only OR $2,500 for employee plus dependents. Fifty percent (50%) will be contributed in January with the remainder contributed in equal monthly installments throughout the remaining months in 2013.
         a. Seed Money. The one-time seed money is inclusive of any remaining difference between the County’s monthly contribution commitment of up to $1,089.50 and the monthly Benefit Consultant’s projected contribution cost of the QHDHP for 2014.
b. **New Hires.** Employees hired between January 1, 2014 and December 31, 2014 and participating in the default Cap Plan (QHDHP), may receive a County contribution of one-time seed money in 2014 to a voluntary HSA, a total of up to $1,000 for an employee signing up as an employee only OR up to $2,000 for employee plus dependents. Fifty percent (50%) will be contributed the first paycheck they are eligible for medical benefits so long as they are enrolled in and are otherwise qualified to have an HSA account with either $45.45 (employee only) OR $90.91 (employee plus dependents) contributed by the County throughout the remaining months in 2014.

c. **Employee HSA Contributions.** Employees participating in the Health Savings Account are also eligible to contribute to their Whatcom County Health Savings Account (HSA) through payroll deduction.


3. **Rule 13.01 Wage Rates.** Effective the 1st full pay period in 2014 the wage rates in effect on December 31, 2013 shall be increased by two percent (2%) for all Class of positions listed, except "On Call Employee (IBU)."


5. **Memorandum of Understanding & Settlement.** The Memorandum of Understanding & Settlement (MOU) dated March 26, 2013 is set to expire on December 31, 2013. The “Termination Date” in item #2 shall be extended one year to December 31, 2014.

6. **Me Too.** It is further agreed that in the event any other employees in the County, represented or unrepresented, excluding binding interest arbitration groups, should achieve a settlement of CAP medical issues affording employees a “different deal on medical” the County shall advise the Union of such settlement and afford the Union an opportunity to bargain regarding the difference between the medical settlements.

7. **LOU #1 Bank Deposits.** Item number 3 of LOU #1 shall be increased from $10.00 to $20.00 effective the 1st full pay period in 2014.

8. **Effective Date.** This Settlement Agreement is effective January 1, 2014.

<table>
<thead>
<tr>
<th>NAME</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>IBU</td>
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<td>11/20/2013</td>
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<tr>
<td>MMP</td>
<td>[Signature]</td>
<td>11/20/2013</td>
</tr>
<tr>
<td>Jack Louws</td>
<td>[Signature]</td>
<td></td>
</tr>
<tr>
<td>County Executive</td>
<td>[Signature]</td>
<td></td>
</tr>
</tbody>
</table>

Date Council Approved: __________________________

Approved as to Form:

Daniel L. Gibson, Chief Civil Deputy Prosecuting Attorney

Date 11/26/13
**TITLE OF DOCUMENT:**
Resolution Ordering The Cancellation Of Accounts Receivable More Than A Year Old

**ATTACHMENTS:**
Resolution
Exhibit A, Account List

**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 to cancel uncollectible accounts that have been outstanding for 10 or more years.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

---

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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Memorandum

TO: Jack Louws, County Executive
FROM: Regina Delahunt, Director
DATE: November 19, 2013
RE: Resolution Cancelling Uncollectible Accounts

The attached resolution cancels uncollectible accounts that have been outstanding for 10 or more years. These accounts were sent to North Washington Collections, Inc. for collection long ago. The collection agency informed us that they have determined these accounts to be uncollectible. North Washington Collections, Inc. has discontinued efforts to collect these accounts and recommends they be been written off by the County.
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, The Health Department has referred overdue accounts to North Washington Collections Inc. for collection.

WHEREAS, North Washington Collections Inc. has notified the Health Department that certain outstanding receivables are considered uncollectible and that they should be written-off as uncollectible.

WHEREAS, North Washington Collections Inc. has provided a list of Health Department accounts receivable that were incurred prior to December 31, 2002 and are considered uncollectible.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Health Department is directed to write off as uncollectible accounts receivable listed 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:

__________________________________________
Elizabeth Gallery, Civil Deputy Prosecutor
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NCMI (formerly North Washington Collection) Cancellations -- 2013

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<td>York, John</td>
<td>9/17/1998</td>
<td>$125.00</td>
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<td>Young, Jeffrey</td>
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<td>Zamora, Don</td>
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<td>7/12/1994</td>
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<td>Zamora, Steven</td>
<td>9/2/1997</td>
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</tr>
<tr>
<td>Zinn, Raymond</td>
<td>4/15/1997</td>
<td>$80.87</td>
</tr>
</tbody>
</table>

**Totals**  $50,710.79
Addendum #2 to the Contract for Services Agreement for Physician Services at the Whatcom County Jail and Work Center.

ATTACHMENTS:
Letter to Jack Louws
Two originals of Addendum #2 to Whatcom County Corrections Physician Services Agreement #20111008

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
The purpose of this addendum is to increase the monthly salary and renew the Physician Services Agreement #20111008, which provides Physician’s services in the Whatcom County Jail and Jail Work Center. This agreement will be updated to a three month period to commence on the First day of January, 2014 and end on the Thirty-first day of March, 2014.

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

TO: Jack Louws, County Executive

FROM: Bill Elfo, Sheriff

RE: Addendum #2 to Contract for Services Agreement #201111008 for Jail Physician Services

DATE: November 19, 2013

Enclosed are two (2) originals of Addendum #2 to Whatcom County Jail Physicians Services Agreement #201111008 between the Whatcom County Jail and Dr. Stuart Andrews, MD, for your review and signature.

- Background and Purpose

Dr. Andrews was awarded the County bid for physician services for the Whatcom County Jail and Work Center. His services meet the standards set for our accreditation with the National Commission on Correctional Health Care.

- Funding Amount and Source

Funding for this agreement will be from cost center 118160.6635.006. The maximum compensation to the Contractor for this three month contract shall not exceed $23,775.00 and is an increase over the previous compensation rate of $16,027.50 for three months.

The increased compensation to Dr. Andrews will be off-set by an increase in revenue generated from the Jail Commissary. The Commissary contract went out to bid this year. The vendor with whom we are in contract negotiations included a $50,000.00 increase in their guaranteed commissary commission payments to the County. This amount will more than cover the increase in physician services.

- Differences from Previous Contract

This year, Dr. Andrews requested a review of his compensation rate in comparison to other physicians in the community. Chief Jones researched average salaries for Family Practice Physicians in the Bellingham/Whatcom County area, and determined that the average was $120.00 per hour, an amount higher than the original negotiated compensation rate of $82.19.

This contract reflects an increase in the hourly compensation to Dr. Andrews to reflect both the average rate of compensation for physicians in our area, and an increasing level of acuity for offenders needing medical treatment in our facilities.
A new condition has also been added to the Contract. Dr. Andrews will be obligated to obtain his special certification to prescribe a medication that will allow us to more safely withdraw offenders from opiates without hospital intervention, and treat pregnant, opiate addicted, offenders in the facility. This is anticipated to reduce trips and admissions to the local hospital for complications due to opiate withdrawal. He will obtain this certification no later than March 31, 2014.

This addendum extends the expiration date to March 31, 2014. Dr. Andrews has taken a physician position with Snohomish County, but has agreed to work through March of 2014 to allow us ample time to find a qualified replacement. The new Doctor will be selected as a result of a RPQ/RFP process and a new contract will be created at that time.

Please contact Laurie Reid at extension 50467, if you have any questions or concerns regarding the terms of this agreement.

Enclosures (2)
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Whatcom County Sheriff/Corrections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Laurie Reid</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Dr. Stuart Andrews, MD</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 #** 20111008

**Does contract require Council Approval?** Yes ___ No ___

**Is this a grant agreement?** Yes ___ No ___

**If yes, grantor agency contract number(s)** CFDA #

**County Grant Administrator**

**Extension #:**

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

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

**Is this the result of a RFP or Bid process?** Contract

**Yes ___ No ___**

**If yes, RFP and Bid number(s)** 11-54

**Cost Center:** 118160.6635.006

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

**If yes, indicate exclusion(s) below:**

- Professional services agreement for certified/licensed professional
- 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 orig contract amount and any prior amendments)** $16,027.50 for 3 months

**This Amendment amount:** $7,747.50

**Total Amended Amount:** $23,775.00

**Summary of Scope:**

Dr. Andrews provides physician services to inmates at the Whatcom County Jail and Work Center. The total amended amount reflects the average rate of compensation for physicians in our area.

**Term of Contract:** 3 months  
**Expiration Date:** 03/31/14

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

1. Prepared by: LR  
   **Date:** 11/19/13  
   [electronic]
2. Attorney reviewed:  
   **Date:** 11/19/13  
   [electronic]
3. AS Finance reviewed:  
   **Date:** 11/26/13  
   [electronic]
4. IT reviewed, if IT related  
   **Date:**  
   [electronic]
5. Corrections made:  
   **Date:**  
   [electronic]  
   hard copy printed
6. Attorney signoff:  
   **Date:** 11/19/13  
   [electronic]
7. Contractor signed:  
   **Date:** 11/26/13  
   [summary via electronic; hardcopies]
8. Submitted to Exec Office  
   **Date:**  
   [electronic]
9. Council approved (if necessary)  
   **Date:**
10. Executive signed:  
    **Date:**
11. Contractor Original Returned to dept;  
    **Date:**
12. County Original to Council  
    **Date:**
ADDENDUM NO 2
WHATCOM COUNTY JAIL
PHYSICIANS SERVICE CONTRACT

THIS ADDENDUM #2 is to the Whatcom County Jail Physician Services Contract between Dr. Stuart Andrews and Whatcom County dated November 23, 2011 and designated “Whatcom County Contract #20111008”.

This addendum constitutes the second renewal of Whatcom County Contract No. #20111008 and changes the following items:

The first full paragraph to read as follows: The term of this Agreement shall commence on the 1st day of January, 2014, regardless of date of signature, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of March, 2014. The term of the original Agreement may be renewed for up to four (4) one-year terms for a total of five (5) years by mutual agreement of the parties, with the last renewal ending December 31, 2016. Notice of the intention to extend the agreement shall be presented in writing by either party on or before December 1st of any year.

Page 8, new section H to read as follows: The Contractor will obtain his certification to prescribe the medication Buprenorphine/Suboxone, for the treatment of opiate addiction/withdrawal, no later than March 31, 2104.

Exhibit “B” (Compensation), Section I (1) changes to read as follows: The County shall pay the Contractor for services rendered at a monthly rate of $7,800.00.

Exhibit “B” (Compensation), Section I (6) changes to read as follows: The maximum annual compensation to the Contractor for this contract shall not exceed $23,775.00.

Exhibit “B” (Compensation), Section I (4) changes to read as follows: The Contractor will be responsible for paying all costs of said education and shall submit an invoice to the County for these costs with substantiating receipts, not to exceed $375.00.

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

IN WITNESS WHEREOF, Whatcom County and Dr. Stuart Andrews, have executed this Addendum on the date and year below written.

CONTRACTOR:

Dr. Stuart Andrews, MD

STATE OF WASHINGTON )
) ss.
COUNTY OF whatcom )

On this 19 day of NOV., 2012, before me personally appeared Dr. Stuart Andrews, MD, to me known to be the Physician to work at the Jail and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Laureen S. Reid
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 29, 2016

Laureen S. Reid
NOTARY
PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 10/29/16
WHATCOM COUNTY:
Recommended for Approval:

Bill Elfo, Sheriff  Date  1/21/13

Approved as to form:

Prosecuting Attorney  Date  1/20/13

Approved:
Accepted for Whatcom County:

By: _________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

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

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

CONTRACTOR INFORMATION:

Dr. Stuart Andrews, MD

Address:
3391 Robertson Rd.
Bellingham, WA 98226-8606

Mailing Address:
Same

Contact Name: Dr. Stuart Andrews, MD
Contact Phone: 360.380.1261 cell: 360.410.1635
Contact Fax: 360.380.1565
Contact Email: sturobandrews@gmail.com
**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:</td>
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<tr>
<td></td>
<td></td>
<td>11/20/13</td>
<td></td>
<td>12/10/13</td>
<td>Finance / Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Jeff Gollen</td>
<td></td>
<td>11/20/13</td>
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<td></td>
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</tr>
<tr>
<td>Dept. Head:</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Frank M. Abart</td>
<td></td>
<td>1/22/15</td>
<td></td>
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<td>Prosecutor:</td>
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<td></td>
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<tr>
<td>Daniel L. Gilson</td>
<td></td>
<td>1/26/13</td>
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<td>Purchasing/Budget:</td>
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<tr>
<td>Brad Bennett</td>
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</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jack Louws</td>
<td></td>
<td>1/22/13</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Interlocal Agreement between Whatcom County and City of Bellingham

**ATTACHMENTS:** Memo and Interlocal Agreement

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

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

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

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

Approval and authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and the City of Bellingham, for the purposes of providing for the joint usage of the Vector Waste Site Facility from January 1, 2014 through December 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](http://www.co.whatcom.wa.us/council)*
MEMORANDUM

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

THROUGH: Frank M. Abart, PW Director

FROM: Jeff Gollen, PW Maintenance & Operations Superintendent

RE: 2014 Interlocal Agreement - City of Bellingham
    Joint Usage of the Vactor Waste Transfer Facility

DATE: November 21, 2013

Requested Action
Enclosed for your review and signature are two (2) Interlocal Agreement originals between Whatcom County Public Works and City of Bellingham.

Background and Purpose
Whatcom County and the City of Bellingham first entered into an Interlocal Agreement, dated November 5, 2001 (Whatcom County Contract 2001110028, City Contract 2001-0295) to establish the terms and conditions under which they mutually agreed to provide for the joint installation and maintenance of a beneficial re-use facility for street waste over a ten-year period.

New agreement was approved on December 6, 2011 (Whatcom County Contract 201111036) and extended through December 31, 2013.

Funding Amount and Source
Adequate funding exists within the 2013-2014 Budget.

Differences from Previous Contract
This replaces Interlocal Agreement 201111036, which expires December 31, 2013. During both 2012 and 2013 there was no price increase from the City’s $36.77/ton disposal rate and annual Whatcom County expenditures of approximately $50,000.

For the 2014 rate, the City reviewed the actual expenses over the last two+ years and determined that a rate increase was necessary based primarily on the current cost of outside disposal of the material at $57.75/ton. Vactor waste is dried at the facility resulting in a 15% reduction in weight. The 2014 rate established by the City is $54.36 per ton, this includes $4.47 per ton for operating the site and 2% allowance for increase cost of outside disposal.

Recommended Action
Please approve this agreement and forward to the Executive and the Whatcom County Council for approval at the December 10, 2013 Whatcom County Council Meeting. Interlocal Agreement will be run concurrently between both councils for approval, City of Bellingham on December 9, 2013 and Whatcom County on December 10, 2013; signatures will be obtained once this agreement has been approved through both councils. Please contact Jeff Gollen at extension 50650, if you have any questions or concerns regarding the terms of this agreement.

Enclosures
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

**Originating Department:** Public Works / Maintenance & Operations Division

**Contract or Grant Administrator:** Jeff Gollen, Maintenance & Operations Superintendent

**Contractor’s / Agency Name:** City of Bellingham

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes <em>X</em> No ___</th>
<th>If not, is this an Amendment or Renewal to an Existing Contract?</th>
<th>Yes ___ No ___</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>If Amendment or Renewal, Original Contract # ____________________</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Does contract require Council Approval?</td>
<td>Yes <em>X</em> No ___</td>
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</table>

<table>
<thead>
<tr>
<th>Is this a grant agreement?</th>
<th>Yes ___ No <em>X</em></th>
<th>If yes, grantor agency contract number(s) ____________________</th>
<th>CFDA # __________</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Is this contract grant funded?</th>
<th>Yes ___ No <em>X</em></th>
<th>If yes, associated Whatcom County grant contract number(s) ____________________</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Yes ___ No <em>X</em></th>
<th>If yes, RFP and Bid number(a) ____________________</th>
<th>Contract Cost Center: ____________________</th>
</tr>
</thead>
</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
- Intercity Agreement (between Govt’s)
- Public Works – Local Agency/Federally Funded FHWA

**Contract Amount:** (sum of original contract amount and any prior amendments)

| $ ____________________ |

**This Amendment Amount:**

| $ ____________________ |

**Total Amended Amount:**

| $ ____________________ |

**Contracts that require Council Approval (incl. agenda bill & memo):**

- Professional Services Agreement above $20,000.
- Bid is more than $40,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

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

**Summary of Scope:** Provide for the continued joint usage of the Vector Waste Transfer Facility between Whatcom County and the City of Bellingham.

**Term of Contract:** 1 year

**Expiration Date:** December 31, 2014

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

1. Prepared by: __________________ Deb Douglas [sign or initial] Date _11/13/13_ [electronic]
2. Attorney reviewed: Daniel L. Gibson [sign or initial] Date _11/16/13_ [electronic]
3. AS-Finance reviewed: ____________ [sign or initial] Date _11/19/13_ [electronic]
4. IT reviewed if IT related: ____________[sign or initial] Date _11/15/13_ [electronic] hard copy printed
5. Corrections made: __________________ Deb Douglas Date _11/16/13_ [sign or initial]
6. Attorney signoff: Daniel L. Gibson [sign or initial] Date _11/16/13_ [sign or initial] hard copy printed
7. Contractor signed: __________________ Date __________________
8. Submitted to Exec Office: ____________ Date _11/24/13_ [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 __________________
<table>
<thead>
<tr>
<th><strong>Originating Department:</strong></th>
<th>Public Works / Maintenance &amp; Operations Division</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact Person:</strong></td>
<td>Jeff Gollen, Maintenance &amp; Operations Superintendent</td>
</tr>
<tr>
<td><strong>Contractor’s Name:</strong></td>
<td>City of Bellingham</td>
</tr>
</tbody>
</table>

**First Review:**

- X Approved As Is; Prepare Hardcopy for Signoff
- ☐ Needs Revision; Attorney Comments for suggested changes:

**Second Review:**

- ☐ Implemented Attorney Corrections as Indicated
- ☐ Approved; Prepare Hardcopy for Signoff
- ☐ Additional Corrections Needed; Attorney Comments for suggested changes:

**Please indicate any Special Dates or clauses that require calendaring:**

Leave this page attached to summary coversheet until final signoff by attorney. Do not leave attached when routing to Contractor for signature.
INTERLOCAL AGREEMENT
CITY OF BELLINGHAM – WHATCOM COUNTY
VACTOR WASTE FACILITY USE

Pursuant to the Washington State Interlocal Cooperative Act, RCW Chapter 39.34, and to other provisions of law, this Interlocal Agreement is entered into by and between THE CITY OF BELLINGHAM (City), a municipal corporation of the State of Washington, and WHATCOM COUNTY (The County), a municipal corporation of the State of Washington located in Whatcom County, Washington, for the purpose of utilization of certain operational services, to the mutual advantage of each jurisdiction.

WHEREAS, the County desires to utilize the City’s vactor waste facility located at 2140 Division Street, Bellingham, WA for the purposes of disposing or recycling of its street sweeping and vactor waste,

WHEREAS, the City has available capacity at this time to store and process The County’s street sweeping and vactor waste,

WHEREAS, the County is being required by the Department of Ecology (DOE) and Whatcom County Department of Health (DOH) to dispose of this waste in a manner deemed appropriate by those agencies,

WHEREAS, RCW 39.34 permits governmental entities to enter into Interlocal Agreements to accomplish mutually beneficial purposes in the public interest;

NOW, THEREFORE, THE CITY OF BELLINGHAM AND WHATCOM COUNTY AGREE AS FOLLOWS:

1. PURPOSE: The purpose of the Interlocal Agreement is to authorize and to define the terms under which the City will provide certain services to The County as further delineated herein.

2. TERM: The term of this Interlocal Agreement shall commence upon full execution of this document by all parties and the filing of this Interlocal Agreement as set forth in RCW 39.34.040. This Interlocal Agreement shall terminate on the 31st Day of December, 2014, unless terminated or renewed as elsewhere provided in the Interlocal Agreement.

3. SCOPE OF SERVICES: The scope of services is as provided in Exhibit A of this Interlocal Agreement, which is attached and incorporated herein, as may be amended from time to time.

4. PAYMENT: Payment to the City for services will be on a per ton basis and as outlined in Exhibit A, which is attached and incorporated herein, as may be amended from time to time.

Upon receipt of an invoice from the City, The County shall remit the above amount on a monthly basis to the City of Bellingham Public Works, Financial Services Division, 2221 Pacific Street, Bellingham, WA 98229 for the duration of the Term of this Interlocal Agreement.
The County shall be responsible for payment of any taxes due to the Washington State Department of Revenue on any payments made under this Interlocal Agreement.

The City shall submit invoices to The County on a monthly basis for services performed the prior month. The invoice shall reference this Interlocal Agreement.

The City shall keep clearly detailed records covering all services authorized under this Interlocal Agreement.

5. RELATIONSHIP TO THE PARTIES: The parties agree that they are each independent entities operating pursuant to the terms and conditions of this Interlocal Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Interlocal Agreement.

6. MUTUAL INDEMNITY: To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorneys’ fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death, and for any damage to or destruction of any property, including the loss of use resulting therefrom, which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents, or volunteers.

A party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease, or death, or for any damage to or destruction of any property, including the loss of use therefrom, is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall bear its own defense costs and shall pay its proportionate share of any damages awarded based upon comparative liability.

The parties agree all indemnity obligations shall survive the completion, expiration, or termination of this Agreement.

7. EXTENT OF AGREEMENT: This Interlocal Agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Interlocal Agreement.

8. MODIFICATION: No changes or modifications of this Interlocal Agreement shall be valid or binding upon either party to this Interlocal Agreement unless such changes or modifications are in writing and executed by authorized representatives of both parties.
9. RESPONSIBLE PERSONS: The persons responsible for administration of this Interlocal Agreement on behalf of each party shall be the Bellingham Director of Public Works, and the Whatcom County Director of Public Works. All correspondence, letters or other notices shall be directed to the foregoing parties at the following addresses/phone numbers, or to their established agency designee:

<table>
<thead>
<tr>
<th>Maintenance &amp; Operations Superintendent</th>
<th>Superintendent of Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatcom County Public Works</td>
<td>City of Bellingham Public Works</td>
</tr>
<tr>
<td>901 West Smith Road</td>
<td>2221 Pacific Street</td>
</tr>
<tr>
<td>Bellingham, WA 98226-9610</td>
<td>Bellingham, WA 98229</td>
</tr>
<tr>
<td>(360) 676-6759</td>
<td>(360) 778-7700</td>
</tr>
</tbody>
</table>

10. TERMINATION: This Interlocal Agreement may be terminated by either party upon the giving of ninety (90) days' written notice to the other, at which time any remaining financial obligations for services rendered prior to termination shall be paid in full.

11. CONSEQUENTIAL DAMAGES: In no event and under no circumstances shall the City be liable to The County for any interest, loss of anticipated revenue, increased expense of operations, loss by reason of shutdown or non-operation, or for any consequential, indirect or special damages.

12. DIRECTION AND CONTROL: The parties hereto do not intend to create any separate or legal administrative entity by this Interlocal Agreement but, rather, intend for this mutual Interlocal Agreement to govern for the purposes contained herein.

13. PROPERTY AND EQUIPMENT: The ownership of all property and equipment utilized in association with this Interlocal Agreement shall remain with the original owner unless specifically and mutually agreed to by both parties.

14. STATUS OF AGREEMENT: This Interlocal Agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the City and The County. This Interlocal Agreement is only limited to the purposes stated herein. Any other agreements continue in effect according to the specific terms of those agreements.

15. COMPLIANCE WITH LAW: All parties to this Interlocal Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Interlocal Agreement.

16. FURTHER COOPERATION: The parties shall fully and completely cooperate with one another in good faith at all times, so that the terms and spirit of this Interlocal Agreement may be fully implemented. All parties have had the ability to negotiate the terms of this Interlocal Agreement on an equal basis. This Interlocal Agreement shall be reasonably interpreted and not weighed in favor of or against any party.

17. SURVIVABILITY: All covenants, promises, and performances which are not fully performed as of the date of termination shall survive termination as binding obligations.
18. **WAIVER**: No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Interlocal Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Interlocal Agreement, and each and every covenant, agreement, term, and condition of this Interlocal Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. **SEVERABILITY**: If any provision of this Interlocal Agreement is held to be invalid, illegal or unenforceable for any reason, that holding shall not affect or impair, in any manner, the validity, legality or enforcement of the remainder of this Interlocal Agreement.

**CITY OF BELLINGHAM**

Dated this ___ day of ____________ 2013

__________________________
Kelli Linville, Mayor

Attest:

__________________________
Finance Director

Department Approval:

__________________________
Director of Public Works

Approved as to form:

__________________________
Office of the City Attorney

**WHATCOM COUNTY**

Dated this ___ day of ____________ 2013

__________________________
Jack Louws, County Executive

Department Approval:

__________________________
Director of Public Works

Approved as to form:

__________________________
Civil Deputy Prosecuting Attorney
STATE OF WASHINGTON
COUNTY OF WHATCOM } ss

I CERTIFY that I know or have satisfactory evidence that KELLI LINVILLE is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the MAYOR of the CITY OF BELLINGHAM to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED

SIGNATURE OF NOTARY PUBLIC

NAME PRINTED
Notary Public__
TITLE

MY APPOINTMENT EXPIRES

STATE OF WASHINGTON
COUNTY OF WHATCOM } ss

I CERTIFY that I know or have satisfactory evidence that JACK LOUWS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the EXECUTIVE of WHATCOM COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED

SIGNATURE OF NOTARY PUBLIC

NAME PRINTED
Notary Public__
TITLE

MY APPOINTMENT EXPIRES
EXHIBIT A

Vactor Waste Facility Use

In consideration for the use of the City of Bellingham’s (“City”) Vactor Waste Facility (“Facility”), Whatcom County (hereinafter the “User”), located at 901 West Smith Road, Bellingham, WA 98226, covenants and agrees to comply with the following terms and conditions:

“Users”:
Contact Person: ____________________________

Phone Number: ____________________________

Email Address: ____________________________

Section 1 – Purpose

The purpose of this Interlocal Agreement is to allow public sector use of the Facility. As further described herein, User’s ability to use the Facility requires full compliance with this Interlocal Agreement’s terms and conditions, including but not limited to:

- Dumping only “ACCEPTABLE WASTE” (Section 2 – ACCEPTABLE WASTE)
- Dumping in an appropriate manner (Section 3 – DUMPING OPERATION)
- Obtaining Training (Section 4 – REQUIRED TRAINING)
- Complying with Safety Rules and Regulations (Section 5 – SAFETY)
- Payment (Section 6 – COST OF SERVICE)
- Such other terms and conditions as contained herein

Section 2 – Acceptable Waste

2.1 User shall be solely responsible to ensure that only Acceptable Waste is deposited at the facility. For purposes of this Interlocal Agreement “Acceptable Waste” is defined herein as:

- Street sweepings are wastes collected by utilizing a street sweeper to collect grit, dirt, vegetative waste and litter from roadway surfaces.
- Vactor wastes includes, grit, dirt and vegetative waste collected by an eductor truck during the cleaning of storm water catch basins.

2.2 Any materials that are odorous or are from a chemical spill are specifically not considered Acceptable Waste products and shall not be deposited at the Facility. For the purposes of the Agreement, “odorous” is defined as: Odor that is beyond what is normal and expected for street sweepings and vactor wastes based on industry standards for like sweepings and waste.
2.3 In the event unacceptable waste or materials are dumped at the Facility, the responsible party shall pay all costs associated with the proper removal and deposition of the contaminated materials. Removal and disposing of unacceptable waste or materials shall be in accordance with the approved practices and regulations of the State of Washington, including but not limited to the Washington State Department of Ecology, and the Whatcom County Health Department.

2.4 The City reserves the right to find any waste or material unacceptable in its sole discretion given, however, that this discretion must be exercised in a reasonable manner. Disposing of unacceptable materials may result in the loss of the privilege to use the Facility.

Section 3 – Dumping Operation

3.1 The Facility has a limited capacity to accept Acceptable Waste products and User acknowledges that the City, State of Washington and Whatcom County, as the primary public users, have preference over all other users. In the event that the Facility capacity should become an issue all other users will be directed to cease usage of the site. The City shall have no obligation or duty to provide advance warning of this circumstance.

3.2 Prior to depositing Acceptable Waste at the Facility, User agrees to follow the following “dumping operation”:

3.2.1 Eductor vehicles shall decant excess water prior to depositing Acceptable Waste at the Facility. Decanting shall occur either prior to arriving at the Facility, or by backing into the Facility and decanting into the settling trough;

3.2.2 After excess water is removed, the truck shall be weighed to obtain the net weight of the material. A copy of the weight slip shall be placed in the drop box of every load dumped at the facility. Weight slips shall clearly identify: gross weight, tare weight, and billable weight. Weight slips will be checked against the gate entry log. If there is no slip, the customer will be charged for a full load based upon the capacity of the vehicle. Users are not to use the site other than to dump. Gate access shall be monitored for billing purposes. If a user accesses the facility and there is no weight slip present for that access the user shall be billed for a full load of the vehicle assigned to that access card; AND

3.2.3 After weighing the remaining portion of the load, it shall be dumped, as far back in the facility as is practical to limit the amount of material that may spew out into the parking lot.

3.3 In addition to any other remedies that may be available to the City, the City may terminate this Interlocal Agreement and bar User from any future use of the Facility for failure to follow the procedures outlined in Section 3.2.
Section 4 – Required Training

In order to ensure the proper and safe use of the Facility, training is required prior to use of the Facility. Training consists of a walkthrough of the Facility with a representative of the City to explain how the Facility operates and what is expected from those who use the Facility. The City shall issue a letter of fulfillment (“Letter”) that documents that the User has completed the training requirement. User shall not be allowed to use the Facility until completing this training and receiving the Letter. Further, User shall not allow any of its employees or agents to use the Facility without receiving the training and Letter required hereunder.

Section 5 – Safety

All personal injury, including first aid incidents, or damage to vehicles or buildings must be reported immediately to the Safety Specialist at Bellingham Public Works (778-7700). Users shall follow all Washington State safety policies and regulations while inside the Facility. It is encouraged that a ground guide be used whenever operating a vehicle inside the Facility. The City shall not be responsible in any manner for User’s use of the Facility, except to the extent of the City’s sole negligence.

Section 6 – Cost for Service

The cost of depositing one ton of wet Acceptable Wastes is $54.36 for 2014. These amounts are subject to change at the end of each calendar year. If a price change is announced, this Agreement may be terminated or modified in the manner provided. The User will be billed monthly by invoice and User agrees to pay the bill in full within 30 calendar days of the date of the bill.

In addition to any other remedies that may be available, User’s failure to pay the bill after 60 calendar days shall automatically suspend this Interlocal Agreement and cause User to forfeit the privilege to use the Facility until resolved.

Section 7 – Term

Unless otherwise terminated sooner as otherwise provided herein, this Interlocal Agreement shall remain valid until December 31, 2014. One year (annual) extensions are allowed with mutual written agreement by both parties as to term of extension and any adjustments in Cost of Service. The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year.

Section 8 – Waiver

The City’s failure to insist upon the User’s strict performance of any covenant, duty, agreement, or condition of this Interlocal Agreement or the City’s failure to exercise any right or remedy for breach thereof shall not constitute a waiver of any such breach or any other covenant, agreement, term or condition.
### WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tbody>
<tr>
<td>Originator:</td>
<td>GSS</td>
<td>11/14/13</td>
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<td>Division Head:</td>
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<td>CBB</td>
<td>11/15/13</td>
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<td>Purchasing/Budget</td>
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<td>Executive:</td>
<td>NRT</td>
<td>12/07/13</td>
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<td><strong>RECEIVED</strong></td>
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<td>Dec 03 2013</td>
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<td><strong>WHATCOM COUNTY</strong></td>
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<td><strong>COUNCIL</strong></td>
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**TITLE OF DOCUMENT:**

Cedarville and Y Road Landfill

**ATTACHMENTS:**

- Memorandum
- Contract

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

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

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

Renewal and amendment to contract to provide landfill monitoring services at both the Cedarville and Y Road Landfills, to include quarterly and annual reporting requirements.

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

THROUGH: Frank M. Abart, Director

FROM: Chris C. Brueske, P.E., Assistant Director  
Gary Stoyka, Natural Resources Manager

RE: Landfill Monitoring Services Contract Amendment No. 3  
(WC Contract No. 201112022)

DATE: November 15, 2013

---

Requested Action
Enclosed are two (2) originals of Amendment No. 3 to the contract for Cedarville and Y Road Landfill Monitoring Services between Bennett Engineering, LLC and Whatcom County for your review and signature. Public Works respectfully requests the County Executive, upon approval by the County Council, sign the contract amendments for 2014 services

Background and Purpose
Whatcom County entered into the contract (#201112022) with Bennett Engineering on January 11, 2012 for the purpose of providing continuing monitoring services for both Cedarville and Y Road landfills. The contract was subsequently renewed for 2013 (201112022-1) and amended on January 30th, 2013 (#201112022-2) to add a Tier II Analysis of Cedarville, as required by the Department of Ecology, to the scope of work. Amendment No. 3 is for the 2014 monitoring services for Cedarville and Y Road landfills. The 2014 scope of work reflects the requirements of the 2013 Sampling and Analysis Plan (SAP), Post-Closure permit, Industrial Stormwater General Permit, and NPDES permit for the Cedarville Landfill. The scope of work for the Y Road Landfill is the same as the previous two years.

Funding Amount and Source
Amendment No. 3 is for $28,075.00, for a total amended contract value of $132,410.00 for the period 2012 - 2014. Funding for Amendment No. 3 is from the Whatcom County Solid Waste Fund (Landfill – Post-Closure), approved in the 2013-2014 budget.

Please contact Gary Stoyka at extension 50618, 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/Solid Waste Division</th>
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<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Gary Stoyka, Natural Resources Manager</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Bennett Engineering LLC</td>
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<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>
<td>201112022</td>
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<tr>
<td>Does contract require Council Approval?</td>
<td>Yes ☑ No ☐</td>
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<tr>
<th>Is this a grant agreement?</th>
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<tr>
<td>If yes, grantor agency contract number(s)</td>
<td>CFDA #</td>
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<tr>
<th>Is this contract grant 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>

<table>
<thead>
<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Yes ☑ No ☐</th>
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<tbody>
<tr>
<td>If yes, RFP and Bid number(s)</td>
<td>RFP #11-90</td>
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<td>Cost Center:</td>
<td>140201</td>
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<table>
<thead>
<tr>
<th>Is this agreement excluded from E-Verify?</th>
<th>Yes ☑ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no, include Attachment D Contractor Declaration form.</td>
<td></td>
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</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 ☐

**Contract Amount:** (sum of original contract amount and any prior amendments)

$104,335.00

**This Amendment Amount:**

$28,075.00

**Total Amended Amount:**

$132,410.00

**Summary of Scope:**

2014 Monitoring Services for Cedarville and Y Road landfills.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>One year</th>
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<tbody>
<tr>
<td>Expiration Date:</td>
<td>12/31/14</td>
</tr>
</tbody>
</table>

**Contract Routing Steps & Signoff:**

1. Prepared by Daniel L. Gibson  
2. Attorney reviewed: Daniel L. Gibson
3. AS Finance reviewed:
4. IT reviewed if IT related
5. Corrections made
6. Attorney signoff: Daniel L. Gibson
7. Contractor signed: Date 11/06/13 [electronic]
8. Submitted to Exec Office ☑
9. Council approved (if necessary)
10. Executive signed:
11. Contractor Original Returned to dept
12. County Original to

**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.

[Attachment D Contractor Declaration form]
AMENDMENT NO. 3  
TO 
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN WHATCOM COUNTY AND  
BENNETT ENGINEERING, LLC  
FOR CEDARVILLE AND Y ROAD LANDFILL MONITORING SERVICES  

WHEREAS, AN AGREEMENT (Whatcom County Contract No. 201112022) was entered into between Whatcom County and Bennett Engineering, LLC on January 11th, 2012 for the purpose of monitoring services for the Cedarville and Y Road Landfills; and,  

WHEREAS, the original contract, No. 201112022 allows for an extension of up to two additional one-year periods through 2014, by mutual agreement of the parties; and,  

WHEREAS, Whatcom County and Bennett Engineering, LLC mutually agreed to terms of the original contract No. 201112022 and the contract was subsequently renewed on November 21, 2012 and then also amended on January 30th, 2013; and,  

WHEREAS, the parties are desirous of continuing the contractual relationship for one more year;  

NOW BE IT THEREFORE AGREED, that an additional one (1) year extension be granted to Bennett Engineering, LLC to provide said services and that the affected contract clauses shall read as follows:  

COMPENSATION SCHEDULE:  
As consideration for the services provided by the Contractor the County agrees to compensate the Contractor for services rendered at a sum not to exceed Twenty-eight Thousand, seventy-five dollars ($28,075.00) for the additional term through December 31st, 2014. This figure includes all costs incidental to and necessary for carrying out the scope of work as presented in Exhibit “A.” The sum shall be paid for expenses accrued as invoiced monthly by the Contractor. Payment is contingent and based on successful progress in performance of the scope of work as determined by the County. (Monthly progress reports may be required to be submitted with each invoice as detailed in Exhibit “A,” Bennett Engineering, LLC contracts)
**TIME SCHEDULE:**
This Renewal to the Agreement shall add to the original one-year term and subsequent renewal year, another year beginning January 1, 2014, and shall continue in effect through December 31st, 2014. The aforementioned date shall be considered the date for the start of services as contained herein regardless of the date of signatures.

This Renewal shall be made part of the original agreement by and between Whatcom County and Bennett Engineering, LLC. Unless specifically stated herein, all other terms and conditions of the original agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have signed this Amendment No. 3 to the agreement for Cedarville and Y Road Landfills Monitoring services, this 15th day of November, 2013

CONTRACTOR: Bennett Engineering, LLC
By: Tom Bennett, P.E.
Title: Principal

STATE OF WASHINGTON  )
COUNTY OF WHATCOM    ) ss.

On this 15th day of November, 2013, before me personally appeared Tom Bennett, to me known to be the person individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Stephanie Lynne Draper
NOTARY PUBLIC in and for the State of Washington, residing at Blaine, WA
My commission expires: 8/18/2017

WHATCOM COUNTY

_________________________
Jack Louws
County Executive

STATE OF WASHINGTON  )
COUNTY OF WHATCOM    ) ss.

On this _______ day of __________, 2013, before me personally appeared Jack Louws, to me known to be the person individually or jointly described in 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: __________

APPROVED AS TO FORM:    DEPARTMENTAL APPROVAL:

Daniel L. Gibson, Chief Civil Deputy Prosecuting Attorney
Frank M. Abart, Director, Public Works

2014 LANDFILL MONITORING SERVICES – BENNETT ENGINEERING LLC
EXHIBIT A
Scope of Services - 2014 Landfill Monitoring Services
Cedarville and Y-Road Landfills

Monitoring services at the Cedarville Landfill will be conducted in accordance with the Updated Post-Closure Plan and the 2013 Sampling and Analysis Plan (SAP), which address the requirements of the Post-Closure Permit, Industrial Stormwater General Permit (ISGP) No. WAR001280, and NPDES Permit No. WA-051490 for the Site. Under the 2013 revisions to the SAP, the frequency of semi-annual ground water and landfill gas monitoring was reduced to once every 5 years, with the next semi-annual events scheduled for 2017. As such, the scope of work for Task #1 has been reduced to project management services and preparation of the 2014 Annual Compliance Report in accordance with the SAP.

Task #2 for the Cedarville Landfill includes quarterly site inspections and surface water sampling at the Downstream Ditch (D.D.) location. Samples will be hand-delivered to Edge Analytical on the day of the sampling events. Quarterly Discharge Monitoring Reports (DMRs) will be entered on Ecology’s WebDMR system. Quarterly Visual Inspection Reports will be prepared and submitted to the County. Bennett will also prepare the 2013 Annual Report for the facility, which must be submitted to Ecology prior to May 15, 2014.

The NPDES Permit for the leachate management system (LMS) at the Cedarville Landfill establishes the sampling and analysis requirements for the treated effluent during months of discharge to the regional drainage ditch. Task #3 includes effluent sampling during the months of January through April, November, and December 2014, and preparation of monthly DMRs for all 12 months of the year. The DMRs will be entered on Ecology’s WebDMR system. This task also includes time for coordination with County staff regarding annual maintenance items required for the LMS.

Monitoring will be performed at the Y-Road Landfills (Task #4) in general accordance with the Revised Sampling and Analysis Plan – Whatcom County Y-Road Landfills (modified in 2013). Semi-annual monitoring events will be performed in January and July 2014 and include sampling of four ground water monitoring wells (MW-1, 3, 4, and 9) using low-flow sampling techniques, surface water sampling in Carpenter Creek, and methane gas testing at 7 gas monitoring wells at the Y-Road II Landfill. Samples will be hand-delivered to Edge Analytical on the day of the sampling events. The Semi-Annual Report will be prepared following the January event; the 2014 Annual Report will be prepared following the July event.
EXHIBIT A
Scope of Services - 2014 Landfill Monitoring Services
Cedarville and Y-Road Landfills

Task 1: Annual Compliance Report – Cedarville Landfill

Task 1.1 Project Management

Project management includes project scoping and setup, invoice review, and meetings and correspondence with the County and outside vendors.

Task 1.2 2014 Annual Compliance Report

Bennett will prepare the 2014 Annual Compliance Report for the Cedarville Landfill, which will include a description of activities performed at the site during the year, summary tables for the data obtained under the ISGP and NPDES Permit, and a brief discussion regarding compliance with permit limits and recommended maintenance items, as necessary. The Annual Compliance Report will be submitted to the Whatcom County Public Works Department (WCPWD) and Whatcom County Health Department (WCHD) in PDF format via electronic mail prior to December 31, 2014.

Task 2: Surface Water Monitoring – Cedarville Landfill

Task 2.1 Quarterly Sampling and Site Inspection

Stormwater monitoring and inspection will be conducted in accordance with the ISGP for the Site, which calls for quarterly observations for oil sheen, and surface water sampling and analysis of the following parameters: pH (field), turbidity, BOD(5), total suspended solids, total copper and zinc, ammonia, alpha terpineol, benzoic acid, p-cresol, and phenol. Visual inspections are performed during the quarterly events, and include observations of uncontrolled discharges to ground, floating materials, visible sheens, discoloration, turbidity, and odor.

Task 2.2 Quarterly Discharge Monitoring Reports and Visual Inspection Reports

Bennett will enter quarterly DMRs into Ecology's WebDMR system prior to the 15th day of the month following the respective quarter. The DMRs are reviewed and validated by WCPWD staff to complete the submittal process. One original of the Visual Inspection Reports will be submitted to WCPWD, which will summarize site observations and provide a list of recommended actions, if necessary.

Task 2.3 2013 ISGP Annual Report

Bennett will prepare the 2013 ISGP Annual Report using Ecology’s standard form. The report will be submitted to WCPWD for review and comment prior to May 1, 2014. The final report will be submitted to Ecology prior to May 15, 2014 deadline.

Task 2.4 Laboratory Analysis

Bennett will hand-deliver water samples to Edge immediately following the sampling events.
EXHIBIT A
Scope of Services - 2014 Landfill Monitoring Services
Cedarville and Y-Road Landfills

Task 3: NPDES Permit Sampling – Cedarville Landfill

Task 3.1: Monthly Sampling Events

Monthly sampling and analysis of the treated effluent will be performed at the discharge manhole of the effluent pond (Outfall #001) and the regional drainage ditch, in accordance with the NPDES Permit. Bennett will measure field parameters (pH, conductivity, and temperature) during each sampling event. The scope of work for this task assumes that discharge will occur during the months of January through April, November, and December 2014 (6 sampling events total).

Task 3.2: Discharge Monitoring Reports

DMRs will be entered into Ecology’s WebDMR system every month (12 total), regardless of the status of system discharge. The WCPWD will review and validate the DMRs prior to the 15th day of the month following the sampling event.

Task 3.3: Coordination of Annual O&M Work Items

Bennett will develop a list of maintenance work items for the LMS, in accordance with the O&M Manual, dated February 2013. Bennett will provide field support and observation during the maintenance work, and submit associated field reports and photo documentation to the WCPWD following completion of the work.

Task 3.4: Laboratory Analysis

Bennett will submit effluent samples to Edge immediately following the sampling event.

Task 4: Ground Water, Surface Water, and Gas Monitoring – Y-Road Landfills

Landfill monitoring will be performed at the Y-Road Landfills in accordance with the Revised Sampling and Analysis Plan (updated 2013). Several items were deleted from the SAP in 2013, including: leachate sampling from MW-5, duplicate and field blank samples, and dissolved metals analysis. Semi-annual monitoring events are scheduled for January and July 2014.

Task 4.1: Semi-Annual Ground and Surface Water Sampling

Ground water sampling will be conducted using low-flow methods, as described below.

1. The depth to water and depth to bottom will be measured to the nearest 0.01 foot in MW-1, 3, 4, 5, 6, 7, 8, and 9 using an electric water level indicator, and recorded in the field data sheets. The bottom elevations will be compared to previous readings to determine the depth of sediment accumulation and evaluate the need for well re-development.
2. Monitoring wells MW-1, 9, 3, and 4 will be purged with a peristaltic pump at approximately 0.5 liter per minute. Purge water will be disposed on the ground. The water level probe will be used to monitor changes in water level during purging. The purge rate will be adjusted to minimize ground water drawdown. Field parameters will be measured with field meters during purging. Sampling will begin when these parameters have stabilized. Ground water samples will be collected directly from the discharge stream of the pump in appropriate sample containers provided by Edge.
3. Field parameter readings, date, time, weather conditions and any special field observations will be recorded on field data sheets for each monitoring well.
4. Sample bottles will be labeled with the date, sample location, sample depth, and sampler’s name.

2014 LANDFILL MONITORING SERVICES – BENNETT ENGINEERING LLC
EXHIBIT A
Scope of Services - 2014 Landfill Monitoring Services
Cedarville and Y-Road Landfills

and placed into a cooler with ice or ice-substitute.
5. Field sampling equipment will be decontaminated between each well.

Surface water sampling in Carpenter Creek will be performed using a polyethylene sample bottle immersed in the water upstream of sampling personnel to avoid possible inclusion of suspended sediment. Surface water samples will be transferred to appropriate sample bottles supplied by Edge. Field parameter readings, date, time, weather conditions and any special field observations will be recorded on the field data sheet.

A visual inspection will also be performed during the semi-annual monitoring events, and will include observations of the following items (at a minimum):

- landfill cover regarding vegetation and indications of erosion, seepage, or subsidence;
- stormwater facilities regarding ponding, obstruction of ditches, and indications of erosion;
- ground water and gas monitoring wells with respect to physical condition; and
- flow in Carpenter Creek.

Task 4.2: Semi-Annual Landfill Gas Monitoring

Methane gas concentrations will be measured at the seven gas monitoring wells at the Y-Road II Landfill using a combustible gas meter. The gas meter will be calibrated by the vendor using a 25% LEL methane standard and ambient oxygen conditions. Gas pressures will be measured at each well to the nearest 0.01 inches of water column using a digital manometer. The barometric pressure during the individual sampling events will be obtained from data recorded by the National Weather Service at the Bellingham International Airport.

Task 4.3: Semi-Annual Report

The Semi-Annual Report will include a discussion of site conditions observed during the January event, analytical results, and ground water flow direction and velocity, and summary tables for ground water, surface water, and gas monitoring results. Ground water contour maps for the two landfills, field data sheets, and laboratory results will be attached to the report, along with chain-of-custody documentation. Originals of the Semi-Annual Report will be submitted to the WCPWD and WCHD within 30 days of receipt of the analytical data.

Task 4.4 2014 Annual Report

The 2014 Annual Report for the Y-Road Landfills will be prepared following the July event and will include time-series plots for conductivity, chloride, and total barium, iron, and manganese, qualitative analysis of water quality trends, summary tables of historic analytical data, and other data as previously described under Task 4.3 for the Semi-Annual Report. Originals of the 2014 Annual Report will be submitted to the WCPWD and WCHD prior to September 30, 2014.

Task 4.5 Laboratory Analysis

Bennett will hand-deliver water samples to Edge on the day of the monitoring events.
### EXHIBIT "B" RECOMMENDED BUDGET

#### TASK 1 - ANNUAL COMPLIANCE REPORT - CEDARVILLE LANDFILL

<table>
<thead>
<tr>
<th>Task 1.1 - Project Management</th>
<th>Time</th>
<th>Rate</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Project Scoping and Setup</td>
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<tr>
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<td>Correspondence With County and Outside Vendors</td>
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<table>
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<tr>
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#### TASK 2 - SURFACE WATER MONITORING - CEDARVILLE LANDFILL

<table>
<thead>
<tr>
<th>Task 2.1 - Quarterly Sampling and Site Inspection</th>
<th>Events</th>
<th>Time/Event</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly Sampling Events</td>
<td>4</td>
<td>4</td>
<td>$95.00</td>
<td>$1,520.00</td>
</tr>
<tr>
<td>Quarterly Visual Inspection</td>
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<td>$95.00</td>
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<td><strong>Task 2.1 Total</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Task 2.2 - Quarterly DMRs and Visual Inspection Reports</th>
<th>Events</th>
<th>Time/Event</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly Discharge Monitoring Reports</td>
<td>4</td>
<td>1</td>
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<td>$420.00</td>
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<tr>
<td>Quarterly Visual Inspection Report</td>
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<th>Task 2.3 - ISGP Annual Report</th>
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<table>
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<th>Task 2.4 - Laboratory Analysis (Edge Analytical)</th>
<th>Quantity</th>
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<th>Total</th>
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<tbody>
<tr>
<td>Biological Oxygen Demand</td>
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<td>$35.00</td>
<td>$140.00</td>
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<tr>
<td>Total Suspended Solids</td>
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<td>$12.00</td>
<td>$48.00</td>
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<tr>
<td>Turbidity</td>
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<tr>
<td>Total Metals (Cu and Zn)</td>
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<td>Ammonia</td>
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<td>$13.00</td>
<td>$52.00</td>
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<td>Alpha Terpineol/Benzoic Acid/p-Cresol/Phenol</td>
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<td>$300.00</td>
<td>$1,200.00</td>
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**TASK 2 TOTAL:** $4,975.00

#### TASK 3 - NPDES PERMIT SAMPLING - CEDARVILLE LANDFILL

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<thead>
<tr>
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<th>Total</th>
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<table>
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<th>Time/Event</th>
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<td>$105.00</td>
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<thead>
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<tr>
<td>Work Item Punchlist/Field Observation/Reporting</td>
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<table>
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<th>Task 3.4 - Laboratory Analysis (Edge Analytical)</th>
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<th>Rate</th>
<th>Total</th>
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<tbody>
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<tr>
<td>Total Suspended Solids</td>
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<tr>
<td>Turbidity</td>
<td>6</td>
<td>$12.00</td>
<td><strong>$72.00</strong></td>
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<td>Chloride</td>
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<td>$12.00</td>
<td><strong>$72.00</strong></td>
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**2014 LANDFILL MONITORING SERVICES - BENNETT ENGINEERING LLC**
<table>
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<tr>
<th>Task 4.1 - Semi-Annual Ground and Surface Water Sampling</th>
<th>Events</th>
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<td>Task 4.5 - Laboratory Analysis (Edge Analytical)</td>
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<tr>
<td>4 Monitoring Wells/Carpenter Creek</td>
<td>Quantity</td>
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<td>Total</td>
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<td>Turbidity</td>
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<td>Chloride</td>
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<td>Nitrate</td>
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<td>Nitrite</td>
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<td>$12.00</td>
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<td>Total Organic Carbon</td>
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<tr>
<td>Hardness</td>
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<td>Sulfate</td>
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<tr>
<td>Chemical Oxygen Demand</td>
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<tr>
<td>Biochemical Oxygen Demand</td>
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<td><strong>CONTINGENCIES</strong></td>
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<td><strong>RECOMMENDED PROJECT BUDGET:</strong></td>
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<td>$28,075.00</td>
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All outside services will be billed through Bennett at cost plus 7.5%. Updated 2014 Certificates of Insurance for General and Professional Liability policies will be submitted to the County prior to amendment start date.
### TITLE OF DOCUMENT:
Amendment to contract between Whatcom County and Whatcom Builders, Inc for construction of Hovander Trail

### ATTACHMENTS:
Contract Amendment

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

Amends Contract for unforeseen field conditions that increased material cost and to install an additional 2” lift of recycled asphalt product over existing Hovander Trail

### 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

NOV 20 2013

TO: Jack Louws, County Executive
FROM: Michael McFarlane
RE: Hovander Trail Contract Modification
DATE: 11/18/13

Enclosed are two (2) originals of a contract amendment for the Hovander Trail project between Whatcom County and Whatcom Builders, Inc. for your review and signature.

- **Background and Purpose**
  This contract amendment is needed due to unanticipated field conditions that increased material costs for the project. The amendment will also cover costs for installing an additional 2 inch lift of trail surfacing later in the spring of 2014. The additional surfacing will ensure a longer lasting and more durable trail and reduce maintenance costs in the future.

- **Funding Amount and Source**
  The contract amendment is within the available REET II budget approved by the Council on January 29, 2013.

Please contact Rod Lamb at extension 31727, if you have any questions or concerns regarding the terms of this agreement,

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Parks &amp; Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Rod Lamb</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Whatcom Builders, Inc.</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**
If not, is this an Amendment or Renewal to an Existing Contract?
- Yes ___ No ___ X ___
- Yes X No ___
- If yes, previous number(s): 201308004

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

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

**Is this contract the result of a RFP or Bid process?**
- Yes X No ___
- If yes, RFP and Bid number(s) 13-50
- Contract Cost Center: 32435

**Is this contract excluded from E-Verify?**
- No ___ X ___
- If no, include Attachment D Contractor Declaration Form
- If yes, indicate qualified exclusion(s) below:
  - Contract less than $100,000.
  - Work is for less than 120 days
  - Interlocal Agreement (between Govt.)

**Contract Amount:** (sum of orig contract amount and any prior amendments)
- $115,444.00

**This Amendment Amount:**
- $37,740.99

**Total Amended Amount:**
- $153,184.99

**Scope of Services:** [Insert language from contract (Exhibit A) or summarize; expand space as necessary]
This contract amendment pays for necessary field adjustments and material increases in base rock and recycled asphalt trail surfacing that were unanticipated at the time of bidding. The contract amendment will also add an additional surfacing lift (2 inches) to be installed next spring. The additional surfacing will provide a more durable and longer lasting trail surface.

**Term of Contract:**
- Expiration Date: 6-30-14

**Contract Routing Steps & Signoff:** [sign or initial] [indicate date transmitted]
1. Prepared by: R. Lamb Date 11/18/13 [electronic]
2. Attorney reviewed: [signature] Date 11/19/13 [electronic]
3. AS Finance reviewed: [signature] Date 11/19/13 [electronic]
4. IT reviewed if IT related [signature] Date 11/19/13 [electronic]
5. Corrections made: [signature] Date 11/19/13 [electronic] hard copy printed
6. Attorney signoff: [signature] Date 11/19/13
7. Contractor signed: [signature] Date 11/20/13 [summary via electronic; hardcopies]
Amendment No. 1
Whatcom County Contract No. 201308004

CONTRACT BETWEEN WHATCOM COUNTY AND
Whatcom Builders, Inc.

THIS AMENDMENT is to the Contract between Whatcom County and Whatcom Builders, Inc., dated July 30, 2013 and designated "Whatcom County Contract No. 201308004. In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through June 30, 2014, and increases the maximum consideration by $37,469.47 to a total consideration of $152,913.47.

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

Install an additional 2" lift of recycled asphalt product (RAP) over the existing Hovander Trail. The total length of the trail is approximately 6,700 linear feet. The additional surfacing will be mechanically placed and compacted to firm and unyielding surface.

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

This Amendment takes effect: December 16, 2013, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Whatcom Builders, Inc. have executed this Amendment on the date and year below written.

DATED this 19th day of November, 2013.

CONTRACTOR:

Whatcom Builders, Inc.

NAME, TITLE Rich L. Owens, General Manager

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this 19th day of November, 2013 before me personally appeared Rich Owens, to me known to be the General Mgr of the Whatcom Builders, Inc. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

HEATHER ROZET ANKER
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
COMMISSION EXPIRES 10-23-17
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
COMMISSION EXPIRES 10-25-17

145
WHATCOM COUNTY:

Approved as to form:

\[\text{Signature}\] 1/19/13
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: __________________________
    Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  } ss
COUNTY OF WHATCOM  }

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

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

CONTRACTOR INFORMATION:

Whatcom Builders, Inc.
4950 LaBounty Road
Ferndale, WA 98248

Contact Name: Richard L. Owens
Contact Phone: 360.398.1427
Contact FAX: 360.398.8361
TITLE OF DOCUMENT: Amendment No. 3 to Whatcom County Contract No. 201212020 (Contract Between Whatcom County and Van Ness Feldman GordonDerr, Attorneys at Law)

ATTACHMENTS: Contract and memo

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

This is an amendment to Whatcom County Contract No. 201212020, the contract for legal representation by Van Ness Feldman GordonDerr, Attorneys at Law, to extend the term of the contract for one year and to increase the maximum consideration by $10,000.00, for a total contract amount not to exceed $100,000.00.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Marina Engels, Deputy Clerk
RE: Contract for legal representation with Van Ness Feldman GordonDerr
DATE: November 27, 2013

Enclosed are two (2) originals of a contract for services between Whatcom County and Van Ness Feldman GordonDerr, Attorneys at Law, for your review and signature.

- **Background and Purpose**
The Contractor shall represent Whatcom County and assist in the preparation of its legal defense of Ordinance No. 2012-032 in Growth Management Hearings Board case number 12-2-0013. To the extent any of the issues raised in case number 12-2-0013 are addressed in the Board’s compliance order in case number 11-2-00120c, Contractor’s scope of work will additionally include assisting the County in the preparation of its legal defense on those issues in case number 11-2-0010c. In addition, the Contractor shall represent Whatcom County and assist in the appeals of Growth Management Hearings Board case nos. 11-2-0010c and 12-2-0013.

- **Funding Amount and Source**
The Council has requested a budget supplemental in the amount of $10,000 to cover the remainder of the contract. The request was approved at the Council’s November 26, 2013, meeting. Continuing appropriations will be requested for any remaining balance going in to 2014.

- **Differences from Previous Contract**
This amendment adds an additional $10,000 to the contract for a total contract amount of $100,000 and extends the term to December 14, 2014.

Please contact me at extension 50730, or Karen Frakes at 50704, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

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

**Is this a New Contract?** Yes _X__ No ___ If not, is this an Amendment or Renewal to an Existing Contract? Yes _X__ No ____

**number(s):** 201212020

**Is this a grant agreement?** Yes _X__ No ___

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

**CFDA number:**

**Is this grant funded?** Yes _X__ No ___

**If yes, associated Whatcom County grant contract number(s):**

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

**Contract**

**Cost Center:**

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

If yes, include Attachment D Contractor Declaration

If yes, indicate qualified exclusion(s) below:

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

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

$ 90,000.00

**This Amendment Amount:**

$ 10,000.00

**Total Amended Amount:**

$ 100,000.00

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

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

The Contractor shall represent Whatcom County and assist in the preparation of its legal defense of Ordinance No. 2012-032 in Growth Management Hearings Board case number 12-2-0013. To the extent any of the issues raised in case number 12-2-0013 are addressed in the Board’s compliance order in case number 11-2-0012c, Contractor’s scope of work will additionally include assisting the County in the preparation of its legal defense on those issues in case number 11-2-0010c. In addition, the Contractor shall represent Whatcom County and assist in the appeals of Growth Management Hearings Board case nos. 11-2-0010c and 12-2-0013.

**Term of Contract: One Year**

**Expiration Date:** 12/14/14

**Contract Routing Steps & Signoff:**

<table>
<thead>
<tr>
<th>[sign or initial]</th>
<th>[indicate date transmitted]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td>KNF Date 10/15/13 [electronic]</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>KNF Date 10/15/13 [electronic]</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>mdc Date 11/26/13 [electronic]</td>
</tr>
<tr>
<td>4. IT reviewed if IT related:</td>
<td>Date [electronic]</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td>Date [electronic] hard copy printed</td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>Date</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td>Date 11/29/13</td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td>Date 11/27/13 [summary via electronic; hardcopies]</td>
</tr>
<tr>
<td>9. Council approved (if necessary):</td>
<td>Date</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td>Date</td>
</tr>
<tr>
<td>11. Contractor Original Returned to dept:</td>
<td>Date</td>
</tr>
<tr>
<td>12. County Original to Council</td>
<td>Date</td>
</tr>
</tbody>
</table>
Amendment No. 3
Whatcom County Contract No. 201212020
CONTRACT BETWEEN WHATCOM COUNTY AND
Van Ness Feldman GordonDerr, Attorneys at Law

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

1. Pursuant to Section 10.2 of the original contract, the term of this agreement shall be extended for a period of one year, to December 14, 2014.
2. The maximum consideration for this agreement shall be increased by $10,000.00, for a total contract amount not to exceed $100,000.00.

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

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

DATED this 20th day of November, 2013.

CONTRACTOR:

CONTRACTOR

Jay Derr, Attorney at Law

STATE OF WASHINGTON  )
COUNTY OF WHATCOM  ) ss.

On this 20 day of November, 2013, before me personally appeared Jay P. Derr to me known to be the Managing Partner of Van Ness Feldman GordonDerr, Attorneys at Law and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

My commission expires 5-13-16
WHATCOM COUNTY:

Approved as to form:

[Signature]
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: ________________________________
          Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
 ) ss
COUNTY OF WHATCOM )

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

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

____________________________________
My commission expires ________________

CONTRACTOR INFORMATION:

CONTRACTOR

Van Ness Feldman GordonDerr, Attorneys at Law
719 Second Avenue, Suite 1150
Seattle, WA 98104-1728

Contact Name:   Jay Derr
Contact Phone:  206-623-9372
Contact FAX:    206-623-4986
Contact Email:  jpd@vnf.com
**WHATCOM COUNTY COUNCIL AGENDA BILL NO. 2013-412**

<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: Drew L. Betz, WSU Whatcom County Extension</td>
<td>DLB</td>
<td>11/20/13</td>
<td></td>
<td>12/10/13</td>
<td>Finance &amp; Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head: Drew L. Betz</td>
<td>DLB</td>
<td>11/20/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Purchasing/Budget:</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Memorandum of Agreement with Washington State University.

**ATTACHMENTS:** WSU Memorandum of Agreement and Appendix A.

**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.)

Review & approval of amendment of MOA with Washington State University to continue the jointly sharing of costs for faculty positions in WSU Extension between Whatcom County and Washington State University as approved in WSU Whatcom County Extension year 2014 General Fund budget. Continued funding for 2014 for Forestry Extension and inclusion of Whatcom County Solid Waste funds into the MOA.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:** 9909009  
**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive
FROM: Drew Betz, Director
RE: Memorandum of Agreement with Washington State University
DATE: November 27, 2013

Enclosed is the necessary paperwork for a contract extension with Washington State University to continue the jointly sharing of costs for faculty positions in Extension Whatcom County and Washington State University for your review and signature.

- **Background and Purpose**
  - Continue to share costs for faculty positions in WSU Whatcom County Extension serving Whatcom County.
  - Continue cost sharing for Forestry Specialist to serve Whatcom County in 2014.
  - Include the majority of funds from Whatcom County Solid Waste in the WSU Contract. Hiring will be done through WSU to support the goals of the agreement with Solid Waste. The work will be done through our community horticulture program.

- **Funding Amount and Source**
  2014 Whatcom County General Fund Budget for Whatcom County WSU Extension, $93,542.00 and $20,000.00 from the Public Works Department, Solid Waste Division (currently in our budget). These are not new funds, simply a shift in how we are spending them.

- **Differences from Previous Contract**
  $20,000.00 added for Recycling and Composting Education. This is a shift from our previous budget because our Composting and Recycling Coordinator, Joyce Jimerson, retired at the end of September. We will incorporate these funds into our Community Horticulture program and enhance the training and delivery of this education through the Master Gardener and Community Gardens programs and in cooperation with other programs in our office.

Please contact Drew Betz, WSU Whatcom County Extension, at extension 50285, if you have any questions or concerns regarding the terms of this agreement.

Encl.
<table>
<thead>
<tr>
<th>Whatcom County Contract Information Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contractor's / Agency Name:</strong></td>
</tr>
<tr>
<td><strong>Contract Administrator:</strong></td>
</tr>
<tr>
<td><strong>Originating Department:</strong></td>
</tr>
</tbody>
</table>

**Is this a New Contract?**
Yes [ ] No [x]  **(s): 9909009**

**Is this a grant agreement?**
Yes [ ] No [x]

**Is this contract grant funded?**
Yes [ ] No [x]

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

**Contract Amount:** (sum of orig contract amount and any prior amendments)
$1,025,000.00

**This Amendment Amount:**
$113,542.00

**Total Amended Amount:**
$1,138,542.00

**Scope of Services:** [Insert language from contract (Exhibit A) or summarize; expand space as necessary]
This amendment continues the shared faculty costs for WSU Whatcom County Extension for 2014 and includes an additional shared faculty cost of a Forestry Specialist for 2014 and incorporates funding from Whatcom County Solid Waste Division into this contract for 2014.

**Term of Contract:** One Year  **Expiration Date:** 12/31/2014

**Contract Routing Steps & Signoff:** [sign or initial] [indicate date transmitted]
1. Prepared by: Drew Betz  **Date:** 11/19/13 [electronic]
2. Attorney reviewed: KNF  **Date:** 11/20/13 [electronic]
Amendment No. 15
Whatcom County Contract No. 9909009
CONTRACT BETWEEN WHATCOM COUNTY AND
WASHINGTON STATE UNIVERSITY

THIS AMENDMENT is to the Memorandum of Agreement between Whatcom County and Washington State University dated September 22, 1999, and designated "Whatcom County Contract No. 9909009". In consideration of the mutual benefits to be derived, the parties agree to the following:

Appendix A to this agreement is amended as set forth in the attached Amended Appendix A.

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

This Amendment takes effect January 1, 2014, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Washington State University have executed this Amendment on the date and year below written.

DATED this __________ day of __________, 20__.

CONTRACTOR:

__________________________
Washington State University

(Authorized Signer)

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this ____ day of __________, 20__, before me personally appeared ____________________, to me known to be the _______________________
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:
Recommended for Approval:

Approved as to form:

__________________________ 11/27/13
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:

Dan Nordquist, Director, Office of Grant & Research Development
Room 423 Neill Hall
Pullman, WA 99164-3140

Mailing Address:
OGRD
Washington State University
Pullman, WA 99164-3140

Contact Name: Dan Nordquist
Contact Phone: (509) 335-9661
Contact FAX: (509) 335-1676
Contact Email: ograd@wsu.edu
INTERAGENCY AGREEMENT  
Between  
WASHINGTON STATE UNIVERSITY EXTENSION  
And  
Whatcom County  

APPENDIX A  

Professional Services Contract  

The following individuals and programs will be jointly funded under this Memorandum of Agreement through a Personal Services Contract for the period January 1 through December 31, 2014.

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>$ Amount for County Portion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>County Director *</td>
<td>$24,217.00</td>
</tr>
<tr>
<td>3</td>
<td>Resident Extension Faculty:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4H Agent</td>
<td>$19,775.00</td>
</tr>
<tr>
<td></td>
<td>Agricultural Systems Agent</td>
<td>$19,775.00</td>
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<tr>
<td></td>
<td>Water Resources Agent</td>
<td>$19,775.00</td>
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<tr>
<td>1</td>
<td>Forestry Faculty</td>
<td>$10,000.00</td>
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<tr>
<td></td>
<td>Community Horticulture Program</td>
<td>$20,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$113,542.00</strong></td>
</tr>
</tbody>
</table>

*Includes department head responsibilities for one Extension Educator.

---

Richard Koenig  
Associate Dean and Director  
WSU Extension  

Jack Louws  
Whatcom County Executive

Dan Nordquist  
AVPRA/Director  
Office of Grant & Research Development
WHATCOM COUNTY COUNCIL AGENDA BILL

TITLE OF DOCUMENT: Bid #13-95 Award Recommendation for Replacement Pickup Trucks

ATTACHMENTS: Memos from Finance and Public Works

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 is requesting approval award the bid for ten replacement half ton 4-wheel drive extended cab pickup trucks. The vendor is Bud Clary and the total cost is $263,688.81. This is a planned purchase and adequate funds are available.

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
DATE: 27 November 2013

TO: Jack Louws, County Executive

FROM: Brad Bennett, Administrative Services Finance Manager

SUBJECT: Award of Bid 13-95 Extended Cab 4-Wheel Drive Pickups

- Background & Purpose

Bids were advertised for 10 replacement half ton extended cab 4-wheel drive pickup trucks for various divisions of Public Works. Five bids were received and are noted below.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Make &amp; Model</th>
<th>Cost per Unit</th>
<th>Cost for 10</th>
<th>Sales Tax</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bud Clary Auto Group</td>
<td>'14 Ram Quad Cab</td>
<td>23,952.00</td>
<td>239,520.00</td>
<td>19,640.64</td>
<td>259,160.64</td>
</tr>
<tr>
<td>Legacy Ford</td>
<td>'14 Ford F150</td>
<td>24,449.00</td>
<td>244,490.00</td>
<td>21,026.14</td>
<td>265,516.14</td>
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<tr>
<td>Sound Ford</td>
<td>'14 Ford F150</td>
<td>24,564.00</td>
<td>245,640.00</td>
<td>24,072.72</td>
<td>269,712.72</td>
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<tr>
<td>Wilson Motors</td>
<td>'14 Nissan Titan King</td>
<td>24,841.00</td>
<td>248,410.00</td>
<td>22,108.50</td>
<td>270,518.50</td>
</tr>
<tr>
<td>Raindons of Bellingham</td>
<td>'14 Ram 1500 Express</td>
<td>33,080.00</td>
<td>330,800.00</td>
<td>29,441.20</td>
<td>360,417.20</td>
</tr>
</tbody>
</table>

Public Works is requesting approval to award to the low bidder Bud Clary of Moses Lake and to add $4,185.00 in options. The total cost for this purchase is $263,688.81.

- Funding

This is a planned purchase and adequate funds are available in the current ER&R budget.

I concur with this request.

Admin. Services Finance Manager

Approved as recommended:

_________________________________________
County Executive

Date of Council Action _________________
MEMORANDUM

TO: Brad Bennett, AS Finance Manager

THROUGH: Frank M. Abart, PW Director

FROM: Eric L. Schlehuber, PW Equipment Services Manager
       Jeff Gollen, PW Maintenance & Operations Superintendent

RE: Bid 13-95, ½ Ton Extended Cab 4WD Pickups

DATE: November 22, 2013

Requested Action
After researching the cost for a ½ ton extended cab four-wheel drive pickup, I am requesting Executive and Council approval to purchase ten 2014 Dodge Ram 1500 Ext Cab 4WD Tradesman to replace the following:

<table>
<thead>
<tr>
<th>DEPT</th>
<th>REPLACE UNIT</th>
<th>MAKE / MODEL</th>
<th>EST. MILEAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PW – M&amp;O</td>
<td>88</td>
<td>2001 Dodge Ram 1500 Ext Cab 4WD</td>
<td>150,310.0</td>
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<tr>
<td>PW – M&amp;O</td>
<td>109</td>
<td>2001 Ford F150 Ext Cab 4WD</td>
<td>126,750.0</td>
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<tr>
<td>PW – M&amp;O</td>
<td>137</td>
<td>2004 Ford F150 Ext Cab 4WD</td>
<td>145,725.0</td>
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<td>PW – M&amp;O</td>
<td>144</td>
<td>2002 Ford F150 Ext Cab 4WD</td>
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<tr>
<td>PW – ENG</td>
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<td>2007 Ford F150 Ext Cab 4WD</td>
<td>129,214.0</td>
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<td>PW – M&amp;O</td>
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<td>2007 Ford F150 Ext Cab 4WD</td>
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<tr>
<td>PW – ENG</td>
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<tr>
<td>PW – M&amp;O</td>
<td>174</td>
<td>2003 Chevrolet K1500 Ext Cab 4WD</td>
<td>135,028.0</td>
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<tr>
<td>PW – M&amp;O</td>
<td>176</td>
<td>2003 Chevrolet K1500 Ext Cab 4WD</td>
<td>125,771.0</td>
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<tr>
<td>SHF – EMER</td>
<td>198</td>
<td>2002 Ford F150 Ext Cab 4WD</td>
<td>110,324.0</td>
</tr>
</tbody>
</table>

Background and Purpose
These units were approved as replacements in the 2013-2014 Equipment Rental and Revolving Capital Equipment Budget. The Public Works Engineering and Maintenance & Operations Division will these units as needed in the performance of county business on county road projects and road maintenance. The Sheriff’s Office- Emergency Management will use this unit in the performance of county business in maintaining public safety. Bids were duly advertised for these ½ ton extended cab four-wheel drive pickups. Four bids were received on Tuesday, November 19, 2013. Listed below is the detailed bid tabulation for the lowest and most responsive bid that meets specific minimum specifications:
<table>
<thead>
<tr>
<th>VENDOR</th>
<th>MAKE / MODEL</th>
<th>QTY</th>
<th>PRICE EACH</th>
<th>OPTIONS*</th>
<th>SALES TAX (8.2%)</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bud Clary</td>
<td>2014 Dodge Ram 1500</td>
<td>10</td>
<td>$ 23,952.00</td>
<td>$ 4,185.00</td>
<td>$ 19,983.81</td>
<td>$ 263,688.81</td>
</tr>
<tr>
<td></td>
<td>Ext Cab 4WD Tradesman</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Options: Bed Liner - Sprayed, HD Towing Package & (1) Spotlight (driver's side).

- **Funding Amount and Source**
  This amount has been budgeted during in the 2013-2014 Budget process. I am requesting Executive and Council approval to purchase these units from Bud Clary of Moses Lake in Longview, Washington for the price of $23,952.00 per unit for a total of $239,520.00 for ten units, plus options total of $4,185.00, plus sales tax of $19,983.81 for a total amount of $263,688.81.

- **Recommended Action**
  Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the December 10, 2013 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 50607, if you have any questions or concerns.
TITLE OF DOCUMENT: Bid #13-96 Award Recommendation for Replacement Small Pickup Trucks

ATTACHMENTS: Memos from Finance and Public Works

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.)

Public Works is requesting approval award the bid for three replacement quarter ton 4-wheel drive extended cab pickup trucks. The vendor is Bud Clary and the total cost is $87,950.37. This is a planned purchase and adequate funds are available.

COMMITTEE ACTION: 

COUNCIL ACTION: 

Related County Contract #: Related File Numbers: 

Ordinance or Resolution Number: 

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
DATE: 27 November 2013

TO: Jack Louws, County Executive
FROM: Brad Bennett, Administrative Services Finance Manager
SUBJECT: Award of Bid 13-96 Extended Cab 4-Wheel Drive Quarter Ton Pickups

Background & Purpose

Bids were advertised for three replacement quarter ton extended cab 4-wheel drive pickup trucks for the Health Department and Planning & Development. One bid was received on November 19 and is noted below.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Make &amp; Model</th>
<th>Cost per Unit</th>
<th>Cost for 3</th>
<th>Sales Tax</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bud Clary</td>
<td>'14 Toyota Tacoma Access</td>
<td>27,095.00</td>
<td>81,285.00</td>
<td>6,665.37</td>
<td>87,950.37</td>
</tr>
</tbody>
</table>

Public Works is requesting approval to award to the sole bidder Bud Clary of Moses Lake. The total cost for this purchase is $87,950.37.

Funding

This is a planned purchase and adequate funds are available in the current ER&R budget.

I concur with this request.

Admin. Services Finance Manager

Approved as recommended:

___________________________________________

County Executive

Date of Council Action ____________________________
MEMORANDUM

TO: Brad Bennett, AS Finance Manager
THROUGH: Frank M. Abart, PW Director
FROM: Eric L. Schlehuber, PW Equipment Services Manager
RE: Bid 13-96, ¼ Ton Extended Cab 4WD Pickups
DATE: November 22, 2013

Requested Action
After researching the cost for a ¼ ton extended cab four-wheel drive pickup, I am requesting Executive and Council approval to purchase three 2014 Toyota Tacoma extended cab 4x4 pickups to replace the following:

<table>
<thead>
<tr>
<th>DEPT</th>
<th>REPLACE UNIT</th>
<th>MAKE / MODEL</th>
<th>EST. MILEAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PD&amp;S</td>
<td>26</td>
<td>2003 Ford Ranger Ext Cab (4x4)</td>
<td>137,374.0</td>
</tr>
<tr>
<td>HLTH</td>
<td>53</td>
<td>2003 Ford Ranger Ext Cab (4x4)</td>
<td>105,382.0</td>
</tr>
<tr>
<td>HLTH</td>
<td>76</td>
<td>1999 Ford Ranger Ext Cab (4x4)</td>
<td>101,194.0</td>
</tr>
</tbody>
</table>

Background and Purpose
These units were approved as replacements in the 2013-2014 Equipment Rental and Revolving Capital Equipment Budget. The Planning & Development Services and the Health Departments will these units as needed in the performance of county business. Bids were duly advertised for these ¼ ton extended cab four-wheel drive pickups. One bid was received on Tuesday, November 19, 2013. Listed below is the detailed bid tabulation for the sole and lowest most responsive bid that meets specific minimum specifications:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>MAKE / MODEL</th>
<th>QTY</th>
<th>PRICE EACH (INCLUDING OPTIONS)</th>
<th>SALES TAX (6.2%)</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bud Clary</td>
<td>2014 Toyota Tacoma Ext Cab (4x4)</td>
<td>3</td>
<td>$27,095.00</td>
<td>$6,665.37</td>
<td>$87,950.37</td>
</tr>
</tbody>
</table>

Funding Amount and Source
This amount has been budgeted during in the 2013-2014 Budget process. I am requesting Executive and Council approval to purchase these units from Bud Clary of Moses Lake in Longview, Washington for the price of $27,095.00 per unit for a total $81,285.00 for three units, plus sales tax of $6,665.37 for a total amount of $87,950.37.
- **Recommended Action**
  Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the December 10, 2013 Whatcom County Council Meeting. Please contact Eric L. Schiehuber at extension 50607, if you have any questions or concerns.
### TITLE OF DOCUMENT: Bid #13-98 Award Recommendation for Cardlock Fuel Service

**ATTACHMENTS:** Memos from Finance and Public Works

**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.)

Public Works is requesting approval award the bid and enter into a contract for cardlock fuel service with the sole bidder, Reisner Distributor, Inc. Fuel is purchased on an as-needed basis with annual costs of approximately $400,000. This is a planned, purchase and adequate funds are available.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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DATE: November 27, 2013

TO: Jack Louws, County Executive

FROM: Brad Bennett, Administrative Services Finance Manager

SUBJECT: Award of Bid 13-98 – Cardlock Fuel Service

- Background & Purpose
  Bids were advertised for cardlock fuel service for County vehicles. One bid was received on Tuesday November 26 and is noted below:

<table>
<thead>
<tr>
<th>FUEL</th>
<th>Rack Price</th>
<th>Handling</th>
<th>Price per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reisner Distributor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unleaded Regular</td>
<td>2.480</td>
<td>.080</td>
<td>$2.560</td>
</tr>
<tr>
<td>Ultra Low Sulfur Diesel</td>
<td>2.850</td>
<td>.080</td>
<td>$2.930</td>
</tr>
</tbody>
</table>

Public Works is requesting approval to award the bid and to enter into a contract with the sole bidder, Reisner Distributor, Inc.

The expenditures are based on actual need, and the fluctuations for the cost of fuel. Expenditures have been approximately $400,000.00 annually.

- Funding
  This is a regularly budgeted expenditure and funds were approved in the current budget. I concur with this recommendation.

[Signature]
AS Finance Manager

Approved as Recommended:

________________________________________
County Executive

________________________________________
Date of Council Action
MEMORANDUM

TO: Brad Bennett, AS Finance Manager

THROUGH: Frank M. Abart, PW Director

FROM: Eric L. Schlehuber, PW Equipment Services Manager

RE: Bid 13-98, Card Lock Fuel Service

DATE: November 27, 2013

Requested Action
Approval requested to award the bid and subsequent contract for the card lock fuel service to the sole responsive and responsible bidder, Reisner Distributor, Inc. in Anacortes, Washington. The subsequent contract will be an open-ended amount with a fixed “handling charge” per gallon during the duration of the contract.

Background and Purpose
Bids were duly advertised and submitted for the purposes of providing a card lock fueling system for county fleet vehicles. One bid from was received on Tuesday, November 26, 2013. This contractor was chosen, because they were the lowest responsive bidder. The subsequent original contract will provide the option of extending the card lock fuel service for up to two bi-annual renewals (for a period of two years each) for a total of five years on this contract. This will be the first year on this contract.

<table>
<thead>
<tr>
<th>FUEL</th>
<th>OCTANE RATING</th>
<th>SUPPLIER RACK PRICE</th>
<th>HANDLING CHARGE</th>
<th>PRICE PER GALLON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded Regular</td>
<td>87</td>
<td>$2.480</td>
<td>$.080</td>
<td>$2.560</td>
</tr>
<tr>
<td>Ultra Low Sulfur #2 Diesel</td>
<td>N/A</td>
<td>$2.850</td>
<td>$.080</td>
<td>$2.930</td>
</tr>
</tbody>
</table>

Access Cards for Vehicles & Drivers $5.00 per card (1-5 cards)

Funding Amount and Source
This amount has been allocated in the 2013-2014 ER&R Fund Budget where it is treated as an expenditure item paid for with funds generated by the monthly equipment rental rates. I am requesting Executive and Council approval to award this bid and subsequent contract to Reisner Distributor, Inc. in Anacortes, Washington.

Recommended Action
Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the December 10, 2013 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 50607, if you have any questions or concerns.

Encl.
Aramark Correctional Services, LLC was awarded the bid for Jail Food Services. Aramark has the exclusive right to provide food service (excluding vending machine operation) for the County’s inmates, staff and visitors at the Whatcom County Jail and the Work Center. Aramark agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with this Agreement and in compliance with the NCCHC accreditation for the Jail.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
RE: Contract for Jail Food Service with Aramark Correctional Services, LLC
DATE: November 26, 2013

Enclosed are two (2) original of a Contract for Jail Food Service between the Whatcom County Jail and Aramark Correctional Services, LLC for your review and signature.

- **Background and Purpose**
  This contract will provide for Jail Food Service for the main Jail and the Work Center. Aramark was selected as the Food Service vendor as the result of an RFP process that occurred in June and July of this year. This contract will run from January 1, 2014 through December 31, 2014 and be eligible for up to four (4) renewals. Aramark has provided Food Service for Whatcom County Corrections since this service was outsourced in 2001.

- **Funding Amount and Source**
  Funding for these services comes from the 2014 Whatcom County Sheriff’s Office Corrections Budget in account 118150.6630.

- **Differences from Previous Contract**
  This contract has the following changes:
  - A decrease in per meal costs for Adult meals from $1.221 to $1.114
  - A one-time Financial Commitment comprising a single $30,000 contribution to Whatcom County for the sole purpose of assisting with the replacement of the main jail kitchen floor.

Please contact Wendy Jones at extension 50470, if you have any questions or concerns regarding the terms of this agreement.

Enclosures (1)
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Whatcom County Sheriff's Office/Corrections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Wendy Jones, Chief</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Aramark Correctional Services, LLC</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**  Yes ☑ No ☐  
**If not, is this an Amendment or Renewal to an Existing Contract?**  Yes ☐ No ☑  
**Does contract require Council Approval?**  Yes ☐ No ☑  
**Is this a grant agreement?**  Yes ☐ No ☑  
**If yes, grantor agency contract number(s):**  CFDA #  

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

**Is this the result of a RFP or Bid process?**  Yes ☑ No ☐  
**If yes, RFP and Bid number(s):** 13-49  
**Cost Center:** 118150.6630  

**Is this agreement excluded from E-Verify?**  Yes ☑ No ☐  
**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 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:**  
$1.221 per meal (Prior Contract)  
$0.107 (New Contract)  
**Total Amended Amount:** $1.114 per meal + a one time $30,000 payment to County  

**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:** Aramark Correctional Services, LLC was awarded the bid for Jail Food Services. Aramark agrees to furnish nutritious, wholesome, and palatable food to inmates, staff and visitors in accordance with this Agreement and in compliance with the NCCHC accreditation for the Jail.  

**Term of Contract:** 1 year  
**Expiration Date:** 12/31/14  

**Contract Routing Steps & Signoff**  
<table>
<thead>
<tr>
<th>Step</th>
<th>Sign or Initial</th>
<th>Date</th>
</tr>
</thead>
</table>
| 1. Prepared by: | WJ | Date: 11/26/13  
| 2. Attorney reviewed: | ☑ | Date: 11/26/13  
| 3. AS Finance reviewed: | ☑ | Date: 11/26/13  
| 4. IT reviewed, if IT related: | | Date: |  
| 5. Corrections made: | | Date: |  
| 6. Attorney signoff: | ☑ | Date: 11/26/13  
| 7. Contractor signed: | | Date: ? |  
| 8. Submitted to Exec Office: | ☑ | Date: 11/27/13  
| 9. Council Approved (if required): | | Date: |  
| 10. Executive signed: | | Date: |  
| 11. Contractor original returned to Dept.: | | Date: |  
| 12. County original to Council: | | Date: |
OPERATING AGREEMENT – FOOD SERVICES

This OPERATING AGREEMENT (the “Agreement”) is made as of __________, 2013 between the County of Whatcom, with offices at 311 Grand Ave., Bellingham WA. 98225, (the "County"), and ARAMARK Correctional Services, LLC, a Delaware limited liability company, having a place of business at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("ARAMARK").

WITNESSETH:

1. **GRANT:** The County hereby grants to ARAMARK the exclusive right to provide food services (excluding vending machine operation) for its inmates, staff and visitors at the Whatcom County Jail located at 311 Grand Ave., Bellingham, Wa. 98225, and the Whatcom County Sheriff’s Office Work Center, located at 2030 Division St. Bellingham, WA 98225 (collectively known as the “Facilities”). ARAMARK hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with this Agreement. The food service shall meet all current standards as established by:

   A. The American Correctional Association.

   B. The Food and Nutritional Board of the National Academy Science as prescribed for inmates.

   C. The State of Washington and County of Whatcom.

   D. The National Commission on Correctional Health Care (NCCHC)

2. **OPERATIONAL RESPONSIBILITIES:**

   A. **FACILITIES AND EQUIPMENT:** The County shall at its expense provide ARAMARK with adequate preparation kitchen facilities at the Facilities completely equipped and ready to operate, together with such heat, refrigeration and utilities services as may be reasonably required for the efficient performance of the Agreement.

   The County shall, at its expense, provide ARAMARK with adequate office and storage facilities at the Facilities completely equipped and ready to operate together with such heat, and utilities services as may be reasonably required for the efficient performance of the Services. ARAMARK shall be responsible for long distance telephone service and any specialized computer equipment/software they may require.

   The County shall furnish building maintenance services for the Facilities and shall provide preventive maintenance and equipment repairs and replacements for the County owned equipment and appliances. The County shall furnish and maintain an adequate inventory of
serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Facilities. ARAMARK shall monitor the status of serviceware, trays, delivery equipment, pots, pans, beverage containers and utensils. In the even that any of these items need to be supplemented or replaced, ARAMARK shall notify the County’s designee, currently the Chief Corrections Deputy, of this need in writing. Electronic notification via e-mail may serve as written notification. In addition, the ARAMARK Food Service Manager will participate in the County’s biannual budget process by evaluating the status of existing kitchen and laundry equipment and smallwares, and providing the Chief Corrections Deputy a summary of anticipated needs for the 2 year budget cycle.

Should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from ARAMARK to do so, ARAMARK may, in its discretion and at its option, choose to provide, and bill the County for, such equipment, repair, maintenance and replacement services or supplies In that event, the County shall pay for such equipment, repair, maintenance and replacement services or supplies at the prices billed by ARAMARK. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market. PROVIDED that notice must be received by the County a minimum of 15 business days prior to such action. Notwithstanding the foregoing, to the extent that the equipment item needing repair, replacement or maintenance is deemed, by ARAMARK in its reasonable discretion, integral to the food service operation, such 15 day notice period shall be waived by the County.

B. EMERGENCY PLAN: ARAMARK shall submit a contingency emergency plan to provide for food service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist ARAMARK by permitting reasonable variations in ARAMARK’s menu cycle, Product offerings and service methods. However, ARAMARK shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term “Force Majeure” means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. MEAL DELIVERY: Facilities personnel shall receive meals at the County kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to ARAMARK at the County kitchen, in a timely manner. The County reserves the ability to utilize inmate workers to perform this task. ARAMARK personnel shall verify meal counts for both regular and special diets prior to the meals leaving the kitchen.

D. PRODUCTS AND CLEANING SUPPLIES: ARAMARK shall purchase and pay for all food products and kitchen cleaning supplies. Products purchased for use in the food service operation shall be the property of ARAMARK. The County shall be responsible for providing maintenance supplies upon notification by ARAMARK personnel.
ARAMARK shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer’s and distributor’s assurance of safe handling. Food products are reviewed and approved by ARAMARK’s registered dietitians to ensure that the food products meet inmate acceptability and nutritional standards. ARAMARK personnel shall be responsible for checking the status of all food to be served to make sure it is fit for human consumption. Special care will be taken with fresh fruits and vegetables to check for the presence of any mold or mildew.

E. PORTION SIZE REQUIREMENT: All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer’s tolerance specifications, are based on weight measurements prior to reheat. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes. Portions served will reflect the portion amounts listed on the menu and be consistent across different areas of the jails. Portions that appear to be undersized or trays that have obviously different sizes portions will be returned to the kitchen. If the meal tray cannot be adjusted, a new meal will be provided at no cost to the County.

F. MENU: The menu served at the Facilities may be modified in any way by mutual agreement of the parties. At minimum however, Adults will be provided with meals containing 2700 calories per day and meet the standards listed in Section 1, sub sections A-D as far as variety and nutritional content.

G. SANITATION: ARAMARK shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. This shall include regular cleaning of the kitchen grease trap. Additionally, ARAMARK shall be responsible for the supervision of the Jail Laundry at the main jail facility, including assigning inmate workers to Laundry positions and supervising their work. The County shall provide janitorial services for the remainder of the Facility. The County shall provide janitorial services outside the kitchen facilities provided to ARAMARK. The County shall clean the vents and ductwork leading to the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food areas, PROVIDED that ARAMARK personnel shall supervise inmate workers who will transport the trash from the kitchen areas to the facilities trash dumpsters. Aramark shall make every effort and employ practices as to not allow food or debris to go down the sink or floor drains.

H. PERSONNEL: ARAMARK shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, expert administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. Every effort shall be made by ARAMARK to maintain the current Food Service Managers (FSM) on-site at the Whatcom County Jail as of 10-20-2013. In the event the current FSM relocates, ARAMARK will place a FSM experienced in correctional food service on-site to manage this service, The County shall provide inmate workers at the Facility kitchen. The number of inmates required shall be determined by the County liaison and ARAMARK’s district manager prior to the
commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions. ARAMARK understands that while its personnel is not responsible for physical security within the Facilities, part of their duties include supervising offenders on the floor and at all times. This includes, but is not limited to: making sure that food products are not tampered with, all meal trays are plated with the same amounts of foods as specified on the menu, kitchens supplies and equipment are not used as contraband, cleaning of the kitchen/laundry area is done in a safe and thorough manner, food is prepared, handled and stored in compliance with HACCP standards, and that kitchen equipment is closely tracked, and in the event it is not accounted for at the end of a shift, reported immediately to the Shift Sergeant of the Jail. Included in the training provided by ARAMARK for their employees will be, at minimum, the following: Security policies for the Whatcom County Jail and Work Center, ARAMARK Security Policies, and recognition, understanding and appropriate responses to offender manipulation (listed as the H.O.M.E training in the bid documents).

The County agrees to supply ARAMARK with radios to use within the facility. The Kitchen area has limited security cameras which are intermittently monitored in Central Control and Deputies will provide immediate response when notified by ARAMARK staff via radio or emergency button of a problem or the need for assistance. The County does not provide a continuous Deputy presence within the confines of the kitchen or the laundry.

The County acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's supervisory employees. Therefore, the County agrees that supervisory employees of ARAMARK shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit supervisory employees of ARAMARK to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to ARAMARK, and ARAMARK shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each ARAMARK supervisory employee hired by the County or allowed to work on the County's premises in violation of the terms of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. The
County retains the rights to require all new employees be approved for jail access in advance of their first day of work, provided that every effort will be made on the County’s part to expedite such approval. The County also retains the right to deny access to the jail/work center for any new or current ARAMARK employee if, in the judgment of the County, allowing the employee access to the facilities would constitute a danger to the safety, health and/or security of the facilities. In the event that facilities access was denied, this shall not constitute a personnel action on the part of the County against the ARAMARK employee.

I. NO GUARANTEE OF EMPLOYMENT: The performance of all or part of this contract by ARAMARK shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of ARAMARK or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

J. EQUAL EMPLOYMENT OPPORTUNITY: ARAMARK and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, veterans status, or other criteria made illegal by state or federal law or the County policy. In addition, ARAMARK agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

K. INSURANCE and INDEMNIFICATION: ARAMARK shall provide a Certificate of Insurance, including necessary blanket additional insured endorsements, which shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums and coverage:

1. Worker's Compensation insurance as required by law.
2. Property Damage per occurrence - $500,000.00
3. Comprehensive General Liability & Property Damage for bodily injury- $1,000,000.00, to include, but not limited to the following: premises/operation; personal injury; products/completed operation, contractual liability with a combined single limit for bodily injury and property damage of $1,000,000.00.
4. General Aggregate of $2 million
5. The Certificate of Insurance must provide proof of the following: The Certificate must identify and name Whatcom County, its elected officers and employees, as an additional insured on the General Liability policy. This insurance shall be considered as primary. Any insurance coverage (additional insured or otherwise) that ARAMARK provides for the additional insureds shall only cover insured liability assumed by ARAMARK in this Agreement; such insurance coverage shall not otherwise cover liability in connection with
or arising out of the wrongful or negligent acts or omissions of the additional insureds and shall waive all rights of subrogation. The County insurance shall be noncontributory Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.”

The County and ARAMARK waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

ARAMARK 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, caused by the negligence of ARAMARK, its subcontractors, its successor or assigns, or its agents, servants, or employees, and not any injury or damage as shall have been occasioned by the negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of ARAMARK, 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 ARAMARK, 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.

Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate fully with the other party in the investigation, defense and settlement of such claim. The indemnifying party shall have the sole discretion to defend and settle such claims.

L. HAZARDOUS SUBSTANCES; PRE-EXISTING CONDITIONS. ARAMARK has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, toxic mold, pollutants, or contaminants (collectively, the “Hazardous Substances”) at the Facilities or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances
on the County’s premises. The County will inform ARAMARK of the presence of such Hazardous Substances and acknowledges that ARAMARK employees will not be required to work in any location where they could be exposed to such Hazardous Substances. ARAMARK has advised the County that it does not provide or assume any responsibility to remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. ARAMARK personnel will immediately notify the County in those instances where it has actual knowledge of the presence of any mold/mildew/fungi or other hazardous substances. In no case will any ARAMARK employee act in the capacity of a “Designated Person” (within the meaning of the Asbestos Hazard Emergency Response Act, “AHERA”), which duties remain solely with the County.

ARAMARK will not be responsible for any conditions that existed in, on, or upon the Facilities before the commencement date of this Agreement (“Pre-Existing Conditions”), including, without limitation, environmental impairments, and other conditions. The County shall indemnify and hold harmless ARAMARK, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facilities or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facilities, to the extent not caused by the willful misconduct or negligent acts or omissions of ARAMARK, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

M. COMPLIANCE WITH LAWS: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. In the event ARAMARK is found in violation of any of the aforementioned laws, and should those violations result in a “shut down” order for the facilities’ kitchens, ARAMARK will be responsible to resolve the violation(s) and provide an alternative meal service for as long as it takes to resolve the issue. If the cost of the alternative meal service exceeds the per meal cost agreed to in this contract, ARAMARK will be solely responsible for the additional expense. The County shall provide reasonable and adequate physical security at all times for ARAMARK employees, suppliers, management and other authorized visitors.

N. LICENSE, FEES, PERMITS, AND TAXES: ARAMARK shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. ARAMARK will guarantee all food service workers have a current and valid Food Handler’s permit and will make sure those permits are posted in a security location as mandated by Washington State law. In those instances where sales or similar tax is assessed ARAMARK under the terms of this Agreement, the County shall reimburse ARAMARK for such tax utilizing the invoicing system described below.
3. **FINANCIAL ARRANGEMENTS:**

**A. FOOD SERVICE - MEAL ORDERS, BILLING AND PRICES:** ARAMARK shall provide meals to the County’s inmates, staff and visitors at the per meal prices set forth in Attachment A. ARAMARK will provide, at no additional cost, a lacto-ovo vegetarian, and/or vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance. ARAMARK shall also prepare, at the per meal cost set forth in Attachment A, special medical diets as required by the County Jail Health Care staff. All meals will meet the nutritional requirements of the inmates, and will be of sufficient quality and variety. The County will arrange and pay to have an independent meal evaluation twice a year, performed by a registered dietician. Copies of the evaluation will be provided to ARAMARK with the expectations that any deficiencies noted will be rectified by the following evaluation. Failure to remedy the same significant deficiencies for 2 evaluations will be a basis for possible cancellation of this agreement unless remedial action is agreed upon by the parties in writing. The County shall notify ARAMARK of the actual number of meals ordered each day for both facilities, at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, ARAMARK shall prepare and will be paid for the same number of meals as prepared for the previous day.

**B. FOOD SERVICE - PRICE ADJUSTMENTS:** The per meal prices stated in this Agreement are firm for the period beginning on January 1, 2014 and ending on December 31, 2014. Notification of adjustments to the per meal prices for each subsequent 12-month period shall be made by October 30th of the then current year. Price adjustments will be determined by an amount to be mutually agreed upon and set forth in an amendment to this Agreement. Any meal price adjustment would take effect January 1 of the following year. In the event no agreement is reached with respect to such adjustment, per meal prices shall be adjusted by an average of the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the “Client Menu”). The period for determining CPI-FAH and Market Basket of Products increases shall be August to July of the then-current year (the “Base Period”).

The “Market Basket of Products” represents the regional or local costs, in the aggregate, of categories or types of products that are generally used in the County’s Menu (such as dairy, protein, beverages, fruit/vegetables, etc), based on the Bureau of Labor Statistics data.

**C. ADDITIONAL SERVICES:** Food, beverage and other services required or desired by the County outside of the scope of this Agreement shall be provided upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

4. **ONE TIME CONTRIBUTION:** Whatcom County is electing to award ARAMARK contracts for both Food Service and Commissary. As part of the bid for these services, ARAMARK
included a combination option of a meal price, commissary commission, and one time contribution of $30,000 to Whatcom County to be used solely for the replacement of the floor in the main jail kitchen ("Financial Commitment"). Whatcom County is electing to choose this option. The per meal price bid inclusive of the Financial Commitment is reflected in Attachment A, and the commission rate is reflected in the separate Commissary Services contract. The one-time contribution shall be paid to the County by ARAMARK by January 31, 2014 and County agrees to utilize the Financial Commitment solely for the replacement of the kitchen floor.

The Financial Commitment shall be amortized on a straight-line basis over a period of five years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse ARAMARK for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK’s right to receive payment of invoices within 30 days of the invoice date.

5. ACCOUNTING: ARAMARK shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by ARAMARK, if any. The price per meal charged to the County for meals served to inmates and staff is set forth in Attachment A.

Prices set forth in Attachment A apply for the period of January 1, 2014 through December 31, 2014. The invoice shall reflect the preceding week’s food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

1. Adult inmate meals
2. Staff/visitor meals
3. Any additional food, beverage or other services, as required

A. MANNER OF PAYMENT: Payment shall be made by check payable to ARAMARK Correctional Services, LLC within thirty (30) days after the invoice date. Such payment shall be sent to:

ARAMARK Correctional Services, LLC
P.O. Box 406019
Atlanta, Georgia 30384-6019
(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section I hereof.) If any invoices are not paid within forty-five (45) days of the invoice date, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid, PROVIDED the reason behind such delay are actions by the County. If billing is delayed due to actions on the part of ARAMARK employees, no interest will be paid by the County. The term “Prime Interest Rate” shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each ARAMARK accounting period.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK’s right to receive payment of invoices within thirty (30) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney’s fees and other costs.

ARAMARK shall provide the County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

B. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK’s control, including, but not limited to, a change in the scope of ARAMARK’s services; menu changes; a substantial decrease in the Facilities’ inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; or other unforeseen external market conditions outside ARAMARK’s control, then ARAMARK shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK’s price per meal, modifications to the menu, or modifications to ARAMARK’s scope of services.

C. PHONE SERVICE PROVIDERS: In the event that there is a change in the phone service provider used at the Facility or in the process by which phone cards or phone time is sold to inmates, the County shall be responsible for the cost or shall cause the phone service provider to be responsible for the cost of the following: (1) any software development required by the change; (2) system integration; (3) use of ARAMARK hardware and software to sell phone service; and (4) any other cost incurred by ARAMARK, including but not limited to increased costs for labor, handling, and reporting.
D. **ACCESS AND RECORDS:** ARAMARK will maintain accurate books and records in connection with the food and commissary service operations and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1, through September 30). Books and records connected to the Whatcom County Jail food service operation shall be available for audit by the County or State of Washington at any time.

6. **TERM OF AGREEMENT:** The initial term of this Agreement shall commence on January 1st, 2014 and shall continue through December 31st, 2014. By mutual agreement, the term of this Agreement may be renewed for five (5) additional years for a total of 6 years.

7. **TERMINATION:**

A. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) day’s notice to the other party.

B. **TERMINATION FOR DEFAULT:** Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

C. **CONSEQUENCES OF TERMINATION:** If this Agreement is terminated under any circumstances, the County shall pay ARAMARK for all inmate and staff meals, commissary and other services, provided by ARAMARK to and including the date of termination, at the rates and within the payment periods set forth in this Agreement. The County’s obligation to pay for meals and commissary services provided shall survive the termination or expiration of this Agreement.

8. **NOTICE:** All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

9. **CONFLICTS OF INTEREST:** ARAMARK covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

10. **CONFIDENTIAL INFORMATION:** All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes,
menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in ARAMARK’s business (collectively, the “ARAMARK Proprietary Information”) are and shall remain confidential and the sole property of ARAMARK and constitute trade secrets of ARAMARK. The County shall keep all ARAMARK Proprietary Information confidential and shall use the ARAMARK Proprietary Information only for the purpose of fulfilling the terms of this Agreement. PROVIDED that information provided the County in ARAMARK’s bid documents as the result of the RFP for these services became the property of the County and, as such, falls under the Public Records Act of Washington State. As such any information contained within the bid documents is subject to release to any public or private person/entity. Notwithstanding the foregoing, to the extent the County receives a Public Records request for ARAMARK’s bid documents, prior to disclosing any such information, County shall advise ARAMARK of such request and provide ARAMARK with an opportunity to explain why such information should be exempt from disclosure pursuant to the Public Records Act of Washington State.

The County shall not photocopy or otherwise duplicate any materials containing any ARAMARK Proprietary Information without the prior written consent of ARAMARK except as noted above. Upon the expiration or any termination of this Agreement, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any ARAMARK Proprietary Information, shall be returned to ARAMARK.

ARAMARK, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by ARAMARK 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. ARAMARK shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. ARAMARK 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 ARAMARK’s breach of this provision.

11. ASSIGNMENT: ARAMARK may not assign this Agreement without the County’s prior written consent (not to be unreasonably withheld, conditioned or delayed), except that ARAMARK may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term “affiliate” means any corporation, limited liability company or any other person controlling, controlled by or under common control with, ARAMARK.

12. PRESS RELATIONS: ARAMARK shall coordinate with the County Sheriff’s Office on any and all press or media releases concerning services for the Whatcom County Jail and/or Work Center.

13. INDEPENDENT CONTRACTOR: ARAMARK’s services shall be furnished by ARAMARK 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
ARAMARK as an independent contractor.

ARAMARK acknowledges that the entire compensation for this Agreement is specified
as described herein this contract and that ARAMARK 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. ARAMARK
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.

14. ENTIRE AGREEMENT: This Agreement represents the entire agreement and
understanding between the County and ARAMARK and supersedes all prior negotiations,
representations or agreements, either written or oral. This Agreement may be amended only by
written instrument signed by both the County and ARAMARK.

15. SEVERABILITY: If any provision hereof or the application thereof to any person or
circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this
Agreement, and the application of such provision to other persons or circumstances, shall not be
affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. WAIVER: The failure of ARAMARK or the County to exercise any right or remedy
available under this Agreement upon the other party’s breach of the terms, covenants and
conditions of this Agreement or the failure to demand the prompt performance of any obligation
under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement
of punctual performance; or of any subsequent breach or default on the part of the other party.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

ARAMARK Correctional Services, LLC

Mark R. Adams, Vice President Finance

Approved as to Form:

Prosecuting Attorney 1/26/13 DATE

WHATCOM COUNTY

Recommended for Approval

Sheriff: 11/24/13 DATE

Approved 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 an for the State of Washington, residing at ________________________.

My Commission expires ____________________

CONTRACTOR INFORMATION:
ARAMARK Correctional Services, LLC
Address:
Aramark Tower
1101 Market Street
Philadelphia, PA 19107
Attn: Kristin Blackman

Contact Name: Mark Williamson, District Manager
Contact Phone: (206) 799-2909
Contact Fax: (206) 860-4273
Contact Email: Williamson-mark@aramark.com
## Attachment A
Whatcom County, Washington
Effective January 1, 2014 through December 31, 2014

<table>
<thead>
<tr>
<th>Type of Meal</th>
<th>Price per Meal</th>
</tr>
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<tbody>
<tr>
<td>Inmate</td>
<td>$1.114</td>
</tr>
<tr>
<td>Staff</td>
<td>$1.114</td>
</tr>
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*This contract also includes a single, one-time monetary contribution from ARAMARK to Whatcom County for sole purpose of replacing the current flooring in the main jail kitchen.*
**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>LR</td>
<td>11/27/13</td>
<td></td>
<td>12/10/13</td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td>w</td>
<td>11/27/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>e</td>
<td>11/27/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>f</td>
<td>11/28/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>D</td>
<td>12/2/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>x</td>
<td>12/2/13</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Northwest Regional Council (NWRC) Jail’s Nursing Services Contract

**ATTACHMENTS:**
Memo to Jack Louws
Northwest Regional Council Contract

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

Northwest Regional Council (NWRC) will oversee the activities of the Jail Health Program (JHP) at the Whatcom County Jail and Work Center. The JHP is a team of health care professionals consisting of nurses, a nurse program manager and medical assistants. The JHP is responsible to coordinate the delivery of health care to the inmates at the Whatcom County Facilities. The activities of the JHP shall be limited to providing or facilitating direct medical, psychiatric or dental care to the inmates housed at either facility.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Whatcom County Sheriff/Corrections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Laurie Reid, Adm. Coordinator</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Northwest Regional Council (NWRC)</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**
- Yes [X] No [ ] If not, is this an Amendment or Renewal to an Existing Contract? Yes [ ] No [X]
- 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 [ ] No [X] If yes, RFP and Bid number(s) Cost Center: 118160.6635.003

**Is this agreement excluded from E-Verify?**
- Yes [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 Gov'ts)
- Public Works - Local Agency/Federally Funded FHWA

**Contract Amount:** (sum of original contract amount and any prior amendments) $1,151,666

**This Amendment Amount:**

**Total Amended Amount:** $  

**Summary of Scope:** Northwest Regional Council (NWRC) will oversee the activities of the Jail Health Program (JHP) at the Whatcom County Jail and Work Center. The JHP is a team of health care professionals consisting of nurses, a nurse program manager and medical assistants. The JHP is responsible to coordinate the delivery of health care to the inmates at the Whatcom County Corrections Facilities. The activities of the JHP shall be limited to providing or facilitating direct medical, psychiatric or dental care to the inmates housed at either facility.

**Term of Contract:** 1 year, 16 days

**Expiration Date:** 12/31/14

<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff</th>
<th>Initial</th>
<th>Indicate date transmitted</th>
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</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td>L. Gann</td>
<td>Date: 11/27/13</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>L. Gann</td>
<td>Date: 11/24/13</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>L. Gann</td>
<td>Date: 11/27/13</td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td>L. Gann</td>
<td>Date:</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td>L. Gann</td>
<td>Date:</td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>L. Gann</td>
<td>Date: 11/23/13</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td>L. Gann</td>
<td>Date:</td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td>L. Gann</td>
<td>Date: 11/27/13</td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>

Last Edited 7/24/13

189
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11. Contractor original returned to Dept.</td>
<td>Date:</td>
</tr>
<tr>
<td>12. County original to Council</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Last Edited 7/24/13

190
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
RE: Contract for nursing services with Northwest Regional Council (NWRC)
DATE: November 26, 2013

Enclosed are two (2) originals of a Contract for Jail Nursing and Medical Administration Services between the Whatcom County Jail and Northwest Regional Council (NWRC), for your review and signature.

- **Background and Purpose**
  This contract will provide for interim nursing services for jail inmates from December 16th of 2013 through December 31, 2014. This interim contract was necessitated by the closing of Visiting Nurse Home Health Care, our current provider. A more detailed explanation of the steps leading up to this contract and the short and long term plans for this service are included in the attached memo.

- **Funding Amount and Source**
  Funding for this agreement will be from cost center 118160.6635.003. The maximum compensation to the Contractor for this 12 month, 16 day contract shall not exceed $1,151,666 and is an increase of both the previous compensation rate and hours of service.

The increased compensation for 2013 will be absorbed in the 2013 budget allocation. The increased compensation for 2014 will be funded by a combination of the 2014 approved budget allocation, and Supplemental Budget Request 1740, utilizing a portion of the Jail’s fund balance. The 2014 beginning fund balance for the jail is expected to be greater than originally budgeted due to savings from vacancies and higher than budgeted per diem payments in 2013.

- **Differences from Previous Contract**
  This contract is with a new provider due to our current provider’s closing. This is an interim contract only and will expire on December 31, 2014. We will be going through an RFP/RFQ process in May/June of 2014 to select a nursing services provider.

The compensation rate is increasing from $34.55 per hour to $46.50 per hour, due in large part to the benefit package offered by NWRC. NWRC is a quasi-governmental agency and their benefit’s package is the same as that offered by Whatcom County.
The maximum hours of service for this contract are increasing from 22,671 to 24,767. The increase in hours is due to information obtained from Visiting Nurse which demonstrated that they had been, in effect, subsidizing this service for the county by working hours needed to provide care to acute inmates, and not charging the County when those hours exceeded the maximum hours contracted. Please see the attached memo for additional information.

Please contact Wendy Jones at extension 50470, if you have any questions or concerns regarding the terms of this agreement.

Enclosures (3)
WHATCOM COUNTY SHERIFF'S OFFICE
MEMORANDUM

DATE: 11-25-13

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

FROM: Wendy Jones, Chief Corrections Deputy

RE: Jail Nursing Contract

Executive Louws:
Per your request, please allow this memo to be a summary of the changes to the Jail’s Nursing Services Contract for the last part of 2013 and all of 2014.

Background: The jail has contracted with Visiting Nurse Home Care for approximately 20 years for basic nursing services in the jail. The level of service has grown over the years to include the delivery of prescription medications, in addition to direct nursing care and medical administrative duties.

In late September of this year, the Interim Executive Director, Mary Baldwin, met with me to inform me that Visiting Nurse was closing down within the following few months, preferably by the end of November. This was due primarily to changes in the laws pertaining to their other major program, the providing of Home Health Care in the community, and the loss of grant support for that program.

After some discussion, it was agreed that they would continue to supply nursing services through December 15th of this year, due in large part to the December 9/10 dates for our National Commission for Correctional Health Care (NCCHC) accreditation survey. Ms. Baldwin also offered to work with us to assist in finding another provider.

Between the end of September and the beginning of November, I contacted a number of different agencies within Whatcom County to see if they would be interested in contracting with us. These agencies included Interfaith, Sea Mar, PeaceHealth, Option Care/Walgreens, and Northwest Regional Council (NWRC). All but one of these agencies responded that they felt the services were within their mission; however, with the launch of the Affordable Care Act, and the new Washington State Health Home initiative, they did not have the ability to pursue the contract with us at this time. The one agency that indicated they would be able to work with us was NWRC.

After several emails and meetings with NWRC’s Interim Director, Pat Atkinson and her Administrative Team, an agreement in principle was worked out. On November 7th, Pat
received approval from her Governing Board to negotiate a contract with Whatcom County for the providing of nursing services for the Main Jail and Work Center.

**Short term Plan:** As of the writing of this memo, a draft contract has been sent to NWRC for Jail Nursing Services. The proposed contract would run from December 16th, 2013 through December 31st, 2014. The total number of hours for the contract will be 24,767, and the total maximum compensation $1,151,666, or a per unit cost of $46.50. This is a significant increase from the contract with Visiting Nurse. The maximum hours and compensation originally contracted for with Visiting Nurse were 22,671 hours and $783,290 per year. The per unit cost with Visiting Nurse was $34.55.

The 2 factors increasing the cost for this service are the increase in the maximum number of hours and the per unit cost.

Pat Atkinson and I will be meeting after the first of the year to review staffing levels and schedules and see if we can reduce the hours without reducing the level of care. The jail has been experiencing an increase in both population and acuity level of offenders, but we may be able to come up with some creative scheduling that will allow us to manage both of those issues at a lesser cost. It appears, based on the discussions I have been having with both NWRC and Visiting Nurse, that Visiting Nurse has, at various time, basically subsidized the jail nursing program by not billing us if they worked more hours that the contract provided for. This was driven by the level of care needed by the offenders.

The per unit cost increase is driven primarily by the benefit package that is offered to employees by NWRC. It is identical to the package offered by the County and an improvement over what the nurses had received with Visiting Nurse.

A maximum of 917 hours of the 24,767 maximum will be provided by December 31st of this year. Funding for those hours will be provided within the Corrections Bureau's 2013 budget.

The amount potentially needed in 2014 will exceed the budgeted amount by approximately $326,000. I will be bringing forth a one-time budget supplemental, requesting to use a portion of the fund balance to cover the increased costs. The 2014 beginning fund balance for the jail is expected to be greater than originally budgeted due to savings from vacancies, and higher than budgeted per diem payments in 2013.

NWRC met with the current nursing staff on November 19th to outline employment opportunities and the transition plan. At this time, it is anticipated that most, if not all, of the current nursing team will transfer employment to NWRC.

**Long-term plan:** In May/June of 2014, I will issue a RFP for nursing services. That RFP will be released nationwide, and I anticipate that we will receive responses from "For Profit" companies specializing in Corrections Health Care. I am hopeful we will also receive proposals.
from local providers, since the dust from the Affordable Care Act should have settled by that time.

Once the RFP responses are evaluated, I will be better able to anticipate the level of funding that will be needed for the next budget cycle. This will also give us some information that will provide useful as we move forward with the new jail planning.

Both the short and long-term plans have been reviewed by Finance Manager Brad Bennett. Brad gave me his approval to delay the RFP until next year and contract with NWRC based on the need to have nursing services available and the very tight time frame within which we are working. He also supported the one-time re-allocation of the jail’s fund balance to cover the additional costs.

The contract will be in the County Executive’s office in time to make the deadlines for the December 10th Council meeting.

CC: Sheriff Bill Elfo
    Undersheriff Jeff Parks
CONTRACT FOR SERVICES AGREEMENT
For Nursing Services at the Whatcom County Jail and Work Center

Northwest Regional Council, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 7,
Exhibit A (Scope of Work), pp. 8 to 10,
Exhibit B (Compensation), pp. 11 to 11.

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

The term of this Agreement shall commence on the 16th of December, 2013, regardless of date of signature and shall terminate on the 31st day of December, 2014.

The general purpose or objective of this Agreement is to provide nursing services and Jail Health Program oversight for the Whatcom County Jail and Work Center, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for this agreement shall not exceed $1,151,666.00

The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the indemnification provisions set forth in Paragraphs 11.1, 30.1, 32.1, 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:

Northwest Regional Council

[Signature]
Pat Atkinson, Executive Director (Interim)

STATE OF WASHINGTON )
) ss.
COUNTY OF Whatcom

On this 21 day of November, 20__ before me personally appeared Pat Atkinson to me known to be the Executive Director of Northwest Regional Council and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

WHATCOM COUNTY:
Recommended for Approval:

Sheriff Bill Elfo
Date

Approved as to form:

Prosecuting Attorney
Date

Approved:
Accepted for Whatcom County:

By:
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON
) ss
COUNTY OF WHATCOM

On this _____ day of __________, 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:

Northwest Regional Council
Pat Atkinson, Executive Director (Interim)

Address:
600 Lakeway Drive, Suite 100
Bellingham, WA 98225

Mailing Address:
Same as above

Contact Phone: 360-676-6749

Contact Fax: 360-738-2451

Contact Email: AtkinPJ@dshs.wa.gov

2 Nursing Services
GENERAL CONDITIONS

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.

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.

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, after providing notice of such default to the Contractor and fifteen (15) days to cure such default, terminate the contract by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, 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 for work not performed or where payment is withheld under Section 22.1.

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."

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 County may determine the amount necessary to cure the default. On cure of any default by Contractor, County shall pay Contractor amounts due. 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.

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, and 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 any sales and use and Business and Occupation taxes collected by the State of Washington.

3 Nursing Services
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.

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

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

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with, or evaluations of county recipients under this Agreement; provided however, County recognizes that Contractor provides services to third parties and has confidentiality obligations to those parties that may prevent the Contractor from providing County access to certain information, records, materials and communications to the County. 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 County's 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 County's Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Worker's Compensation insurance as required by law.
Property Damage per occurrence - $500,000.00
Comprehensive General Liability & Property Insurance for bodily injury- $1,000,000.00, to include, but not be limited to the following: premises/operation; independent contractors; personal injury; contractual liability with a combined single limit for bodily injury and property damage of $1,000,000.00
The Certificate of such insurance must provide proof of the following: The Certificate must identify and name Whatcom County, its elected officers and employees, as an additional insured. This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be non-contributory. The Certificate will be attached hereto as Exhibit "C".

34.3 Defense & Indemnity Agreement:
To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any 4 Nursing Services
damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

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.

Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate fully with the other in the investigation, defense and settlement of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.

The County will notify the Contractor if the County becomes aware of a possible claim from any incident involving offender health care or services provided by the Contractor under this contract. The notification must be in writing and in no more than 60 days from the date such claims are filed. Notification must include the names and addresses of the possible claimant and witnesses and a description of the actual or alleged incident, and copies of any demands, notices, summonses, or legal papers received under the claim or suit. The County shall authorize the Contractor to obtain records and other information as needed to investigate any claim or suit where Contractor services may be involved, provided Federal and State medical confidentiality laws are followed as they pertain to offender health records.

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

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

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

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

**COUNTY**
Wendy Jones, Chief Corrections Deputy
Whatcom County Sheriff’s Office/Corrections
311 Grand Avenue
Bellingham, WA 98225

**CONTRACTOR**
Pat Atkinson, Executive Director (Interim)
Northwest Regional Council
600 Lakeway Drive, Suite 101
Bellingham, WA 98225

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

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

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

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

b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within one hundred and eighty (180) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and so far as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

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, 22.1, 30.1, 33.1, 34.3, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

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

I. CONTRACTOR RESPONSIBILITIES:
The Contractor shall:

1. Supervise the activities of the Jail Health Program (JHP) at the Whatcom County Jail and Jail Work Center. The JHP is a team of health care professionals consisting of nurses, a nurse program manager, and medical assistants. It is the JHP's responsibility to coordinate the delivery of health care to the inmates at the Whatcom County Jail and Jail Work Center. The activities of the JHP staff shall be limited to providing or facilitating direct medical, psychiatric or dental care to inmates at the Whatcom County Jail and Jail Work Center.

2. Provide a team of health care professionals to provide health care to the Jail and Jail Work Center inmates for a total of 24,767 hours over the length of the contract. Services will include direct nursing, medication delivery, administrative and quality assurance services.

3. Review and follow-up on health receiving/screening information taken at booking by corrections staff. The JHP staff may be available to provide a second level health screen at the time of booking as necessary and as scheduled during the hours provided herein for JHP services.

4. Take health histories of those inmates in need of medical attention; obtain orders for medications for continuing care in the jail setting; suggest special housing arrangements and determine other therapeutic needs of the inmate. The JHP and Corrections Department staff shall work together to meet each inmate's medical needs.

5. Offer a screening physical examination to inmates prior to, or on, their 14th day of consecutive incarceration. Inmates will be offered an additional screening physical examination after every consecutive 12 months of incarceration.

6. Respond to inmates' written request for medical attention within 1 working day.

7. Refer inmates in need of medical or psychiatric treatment to the appropriate resource or facility. These include: jail physicians, nurse practitioner, jail dentist, St. Joseph Hospital Emergency Department, Designated Crises Responder (DCR), Community Designated Mental Health Professional (CDMP) or other community resources.

8. Coordinate and schedule jail health care services including clinics conducted by the nurse, physician, psychiatrist, and dentist.

9. Screen inmates for tuberculosis, as indicated, and refer those with positive results to the Whatcom County Health Department.

10. Work cooperatively with the Whatcom County Health Department to identify, treat and manage communicable diseases, including, but not limited to; notification of all reportable conditions as soon as they are identified, facilitation of identification of potential contacts, assist in testing, coordinating treatment.

11. Screen inmates to determine need for HIV testing, counseling and STD testing, at the 14 day screening physical exam.

12. Maintain a confidential medical record for all inmates treated by the JHP. JHP staff shall augment these records with information from outside providers when necessary.

13. Maintain a manual of health care policies and procedures and treatment guidelines for nurses and medical assistants.

14. Review the jail first aid policies and procedures when requested. First aid kits and supplies shall be monitored monthly by the JHP staff.

8 Nursing Services
15. Arrange for safe delivery, storage and administration of medications. This shall include making available prescription and non-prescription medication for delivery to inmates. The JHP staff and the Corrections Department share responsibility in providing a medication delivery system.

16. Participate in the orientation of new Corrections Department staff to the JHP and medication administration policies and procedures. Additional in-service education shall be provided to the Corrections Department staff by the JHP staff on issues involving inmate health care as requested.

17. Arrange for monthly medical peer review, nursing quality assurance audit, medication system audit and controlled drug count.

18. Provide JHP services five days per week, Monday through Friday, from 7:00 AM to 9:00 PM, including legal holidays. Provide JHP services two days a week, Saturday and Sunday, from 7AM to 3:30 PM including legal holidays. Nurse’s clinic services for the Work Center are Tuesday through Friday, 4-6 hours a day, on a flexible schedule to accommodate the need. This schedule may be adjusted by mutual agreement between the Corrections Department and the Contractor.

19. Upon request, provide the Corrections Department with a copy of an inmate’s medical record to be transferred with the inmate to a receiving institution.

20. Be administratively responsible to the Administrative Physician and the Contractor’s designated manager. The nurses are subject to all of the Contractor’s personnel procedures. The Contractor shall provide ongoing in-service education and other continuing education to the JHP staff.

21. Arrange for all contract staff to be processed for the Jail and Jail Work Center security clearance prior to regular access to any County Corrections Facility.

22. Arrange the quarterly administrative meetings between the JHP staff, jail staff, chief of corrections, corrections lieutenants, sheriff, physicians, dentists, mental health practitioners, pharmacists and provide documentation of these meetings.

23. Prepare an annual statistical report of services rendered.

24. Assist the Corrections staff in meeting the established standards for Health Services for Jails put forth by the National Commission on Correctional Health Care (NCCHC) in order to maintain the jail’s accreditation by the NCChC.

II. CORRECTIONS DEPARTMENT STAFF RESPONSIBILITIES:
The Corrections Bureau staff shall:

1. Provide initial health receiving/screening as the inmate is booked into jail and forward this information to the JHP staff for follow up.

2. Determine if an inmate’s request for medical attention is of an emergent nature. Arrange for further medical triage or emergency care through the JHP staff or St. Joseph Hospital Emergency Department. Non-emergent request for health care shall be forwarded directly to the JHP staff.

3. Deliver medications per instructions from the jail health care staff or other qualified medical personnel.

4. Provide transportation of inmates and their medical records to outside facilities when requested by a practitioner or the JHP staff.

5. Notify the JHP staff when an inmate with significant health care needs is transferred to another institution. The JHP staff shall prepare a copy of the inmate’s medical records, documentation of current medications, and other information that shall facilitate the continuity of health care between institutions. If JHP staff is not on duty, the Corrections Bureau staff shall copy and send these documents.
6. Provide names of inmates who have been incarcerated for more than fourteen (14) days due to health care staff for a health screening exam.

7. Provide timely escort of inmates within the jail to promote the smooth operation of various practitioner clinics.

8. Provide security stand-by for inmates needing additional supervision.

9. Forward copies of reports detailing information that may affect inmate’s healthcare to JHP staff.

10. Employ the jail physician and provide oversight and supervision to him/her, who shall supervise the provision of medical services by medical staff.
IV. BILLING FOR SERVICES RENDERED:

1. As consideration for the services provided and described in this agreement, the County agrees to reimburse the Contractor upon submission of an itemized bill for services rendered at the end of each month.

2. The full range of Contractor’s services shall be billed at the rate of $46.50 per hour for each hour worked by each JHP staff member working in the jail, with the maximum annual compensation under this agreement in the amount of ONE MILLION ONE HUNDRED FIFTY ONE SIX HUNDRED SIXTY SIX DOLLARS ( $1,151,666).
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>CLEARANCES</th>
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**RECEIVED DEC 03 2013 WHATCOM COUNTY COUNCIL**

**TITLE OF DOCUMENT:**

Contract amendment and extension between Whatcom County and Lydia Place to provide case management and supportive services to those individuals receiving rental subsidies through the Whatcom Homeless Service Center.

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

**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.)

The purpose of the contract is to provide case management and supportive services to individuals receiving rental subsidies through the Whatcom Homeless Service Center in order to improve housing stability and reduce homelessness in Whatcom County. The contractor will serve homeless individuals and households in need of re-housing services.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Lydia Place, Whatcom Homeless Service Center Case Management Services, Contract Amendment 3
DATE: November 21, 2013

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

- **Background and Purpose**
The purpose of this contract amendment is to continue case management and supportive services to individuals receiving rental subsidies through the Whatcom Homeless Service Center (WHSC) in order to improve housing stability and reduce homelessness in Whatcom County. The contractor will serve homeless individuals and households in need of re-housing services. So far in 2013, Lydia Place has provided 85 households case management support.

- **Funding Amount and Source**
The source of funding for this contract, in an amount not to exceed $113,996, during the contract period, is local document recording fees. Council approval of this contract amendment is required because we are extending for a fourth year when Section 10.2 provided for a maximum of three years only.

- **Differences from Previous Contract**
The amendment extends the duration of the current contract for an additional 12 months with no changes to the budget or scope of work.

The contract history is:
- Original amount $84,500.00
- Amendment #1 $84,500.00
- Amendment #2 $113,996.00
- Amendment #3 $113,996.00
- Revised total maximum consideration not to exceed $396,992.00

Please contact Gail de Hoog at extension 30693 if you have any questions regarding this amendment.
# WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Whatcom County Health Department</th>
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<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Gail de Hoog</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Lydia Place</td>
</tr>
</tbody>
</table>

Is this a New Contract?  Yes  No  X  If not, is this an Amendment or Renewal to an Existing Contract?  Yes  X  No  If yes, previous number(s): 201011039-2

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

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

Is this contract the result of a RFP or Bid process?  Yes  X  No  If yes, RFP and Bid number(s): RFP 10-74

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

<table>
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<th>Contract Amount: (sum of orig contract amt and any prior amendments)</th>
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<th>This Amendment Amount:</th>
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<tr>
<td>$113,997.00</td>
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<tr>
<th>Total Amended Amount:</th>
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<tbody>
<tr>
<td>$396,992.00</td>
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If a Professional Services Agreement is more than $15,000 or a Bid is more than $35,000, please submit an Agenda Bill for Council approval and a supporting memo. Any amendment that provides either a 10% increase in amount or more than $10,000, whichever is greater, must also go to Council and will need an agenda bill and supporting memo. If less than these thresholds, just submit to Executive with supporting memo for approval.

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

This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The contractor will serve homeless individuals and households in need of re-housing services. The purpose of the contract is to provide case management and supportive services to those individuals receiving rental subsidies through the WHSC in order to improve housing stability and reduce homelessness in Whatcom County

Term of Contract: 1 Year  Expiration Date: 12/31/14

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

1. Prepared by:  [signature]  Date 10/13/15  [electronic]
2. Attorney reviewed:  [signature]  Date 11/12/15  [electronic]
3. AS Finance reviewed:  mdc  [signature]  Date 11/18/13  [electronic]
4. IT reviewed if IT related:  
5. Corrections made:  
7. Contractor signed:  
8. Submitted to Exec Office  
9. Council approved (if necessary)  
10. Executive signed:  
11. Contractor Original Returned to dept:  
12. County Original to Council  

WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201011039

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

AND CONTRACTOR:
Lydia Place
P.O. Box 28437
Bellingham, WA 98228

AMENDMENT NUMBER: 3

CONTRACT PERIODS:
Original: 01/01/2011 – 12/31/2011
Amendment #1: 01/01/2012 – 12/31/2012
Amendment #2: 01/01/2013 – 12/31/2013
Amendment #3: 01/01/2014 – 12/31/2014

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

==================================================================

DESCRIPTION OF AMENDMENT:

1. Revise Section 10.2 General Conditions to read as follows:

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

2. Extend the duration and other terms of this contract to provide housing case management services for an additional 12 months, as per the above amended "General Terms, Section 10.2, Extension".

3. The effective date of the extension is January 1, 2014.

4. Funding for this extended contract period (01/01/2014 – 12/31/2014) is not to exceed $113,996.00.

5. The funding for the total contract period (01/01/2011 – 12/31/2014) is not to exceed $396,992.00.
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 EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION. Signature is required below.

=======================================
APPROVAL AS TO PROGRAM: Anne Deacon 11/22/13
Anne Deacon, Human Services Program Manager Date

DEPARTMENT HEAD APPROVAL: Regina Delahunt 11/22/13
Regina A. Delahunt, Health Department Director Date

APPROVAL AS TO FORM: Elizabeth L. Gallery 11/25/13
Elizabeth L. Gallery, Civil Deputy Prosecutor Date

FOR WHATCOM COUNTY:

_____________________________ Date
Jack Louws, County Executive

STATE OF WASHINGTON)
COUNTY OF WHATCOM )

On this ______ day of __________________, 2012, 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:
FOR THE CONTRACTOR:

Emily O’Connor, Executive Director 11/2/13

Contractor Signature | Print Name and Title | Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM )

On this 21st day of November, 2013, before me personally appeared
Emily O’Connor, to me known to be the Exec. Dir.
and who executed the above instrument and who acknowledged to me the act of signing and sealing
thereof.

VICTORIA L. McCLURE
NOTARY PUBLIC in and for
the State of Washington
Residing at Bellingham, Blaine

My Commission expires: 7/18/2016
<table>
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<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
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**TITLE OF DOCUMENT:** Contract between Whatcom County and Whatcom Center for Early Learning

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

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

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

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

This contract funds parent support services to parents of children with developmental disabilities and delays. Personal support from another parent can be helpful in understanding a child’s diagnosis, accessing resources and dealing with feelings of grief and loss. Using local funds, services will be delivered through a best practice, “parent-to-parent” peer service model.

**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: Contract with Whatcom Center for Early Learning, Parent to Parent Services
DATE: November 19, 2013

Enclosed are two (2) originals of a contract between Whatcom County and the Whatcom Center for Early Learning for your review and signature.

- Background and Purpose

This contract funds parent support services to parents of children with developmental disabilities and delays. Personal support from another parent can be helpful in understanding a child’s diagnosis, accessing resources and dealing with feelings of grief and loss. Using local funds, services will be delivered through a best practice, “parent-to-parent” peer service model. In 2012 150 parents participated in support groups, and 751 parent contacts were made to offer information and support.

- Funding Amount and Source
This contract, in an amount not to exceed $37,620, is funded through Whatcom County Developmental Disabilities millage funds. Funding for this contract is in the 2014 budget. Council approval is required and a Council Agenda Bill is attached.

- Differences from Previous Contract
This is a new contract being issued pursuant RFP# 13-80.

Please contact Jessica Lee at extension 32014, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
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<tr>
<th>Originating Department:</th>
<th>Health</th>
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<tbody>
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<td>Contract or Grant Administrator:</td>
<td>Jessica Lee</td>
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<tr>
<td>Contractor's / Agency Name:</td>
<td>Whatcom Center for Early Learning</td>
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**Is this a New Contract?**
- Yes [X] No [ ]

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

**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 [ ]

**Contract**
- RFP# 13-80
- Cost Center: 673200

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

**If yes, indicate exclusion(s) below:**
- Professional services agreement for certified/licensed professional
- Contract work is for less than 120 days
- 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:**
- $37,620

**This Amendment Amount:**
- 

**Total Amended Amount:**
- 

**Summary of Scope:**
Parents of a child who has received an initial disability diagnosis often have many questions and concerns in addressing their child’s needs and their own feelings. Personal support from another parent who has a child with similar needs can be helpful in understanding their child’s diagnosis, understanding resources and dealing with feelings of grief and loss. Using local funds, parent supports will be delivered through a best practice “parent-to-parent” peer service model.

**Term of Contract:**
- Expiration Date: 12-31-14

**Contract Routing Steps & Signoff:**

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<th>Step</th>
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<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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<td>hard copy printed</td>
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<td>7.</td>
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<td>8.</td>
<td>Submitted to Exec Office</td>
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<td>[summary via electronic; hardcopies]</td>
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<td>11.</td>
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<td>12.</td>
<td>County Original to Council</td>
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CONTRACT FOR SERVICES AGREEMENT  
Whatcom Center for Early Learning - Parent to Parent

Whatcom Center for Early Learning, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:
- General Conditions, pp. 4 to 9.
- Exhibit A (Scope of Work), pp. 10 to 11.
- Exhibit B (Compensation), pp. 12 to 13.
- Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of January 2014, 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 deliver Parent to Parent support for families with children with developmental disabilities and delays, 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 $37,620. 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 19th day of November, 2013.

CONTRACTOR:

WHATCOM CENTER FOR EARLY LEARNING

Peggy Zoro, Interim Executive Director

STATE OF WASHINGTON  
COUNTY OF WHATCOM  

On this 19th day of November, 2013, before me personally appeared Peggy Zoro to me known to be the [Executive Director] of [Company] and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager 11/22/13

Regina N. Welahunt, Department Director 11/23/13

Approved as to form:

Elizabeth L. Gallery, Civil Deputy Prosecuting Attorney 11/25/13

Approved:
Accepted for Whatcom County:

By: ___________________________________
    Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  
)
COUNTY OF WHATCOM  
)

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

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

CONTRACTOR INFORMATION:

Whatcom Center for Early Learning
Peggy Zoro, Interim Executive Director
2001 H St.
Bellingham, WA 98225
Phone: 360-671-3660
Fax: 360-650-9411
Email: peggy@wcel.net
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:
Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing.

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

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable

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

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

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

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

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

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

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

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

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

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

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Jessica Lee, Developmental Disabilities Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Phone: 360-676-6724 x 32014
Email: JLee@co.whatcom.wa.us

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

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: 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 herein after specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

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

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

d. Arbitration: Not Applicable

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

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

Parent-to-Parent Support Services

I. Background

Parents of a child who has received an initial disability diagnosis often have many questions and concerns in addressing their child’s needs and their own feelings. Personal support from another parent who has a child with similar needs can be helpful in understanding their child’s diagnosis, accessing resources and dealing with feelings of grief and loss. Using local funds, parent supports will be delivered through a best practice “parent-to-parent” peer service model.

II. Statement of Work

A. Parent-to-Parent Services

The Contractor will provide the following support services to parents and families of children with developmental disabilities and delays per each contract year:

1. Schedule and provide logistical support for monthly meetings of a Parent-to-Parent support group. Meetings will be facilitated by at least one parent of a child with developmental disabilities or delays. Meeting topics will be parent-driven, based upon the interests and needs of parents. These meetings will provide a venue for parents to share information, discuss challenges they face, learn from each other, and offer peer mentoring opportunities.

2. Organize and implement five networking and/or social events annually. Organizational duties include securing locations, recruiting and supervising volunteers, event promotion, and all event logistics. Events will be staffed by the Parent-to-Parent Coordinator and the Hispanic Outreach Coordinator.

3. Organize and implement two “Sibshops” annually, which are non-disabled sibling social and recreational activities. These events will provide opportunities for siblings of children with developmental disabilities to gain peer support and education within a recreational context. Organizational duties include securing locations, handling all event logistics, and designing age-appropriate activities and games.

4. Offer two parent education and training events, designed to increase the knowledge and skills of parents related to having children with disabilities and delays. Topics of trainings will be driven by parent interests and assessed community need and will reflect the values of the County guidelines. [Link]

5. Link parents trained to mentor and assist other parents (also known as “Helping Parents”) to other parents of children with similar diagnoses and with similar family issues. Provide mentorship, support, and follow through for parent matches.

6. Offer one 15-hour “Super Sitter Training” to youth interested in learning the necessary skills to provide childcare for families of children with developmental disabilities and delays. The training will cover CPR and first aid certification, general babysitting techniques, developmental disabilities, and effective communication with families.

7. Maintain a “Super Sitter List” of trained childcare workers available to provide care to children with disabilities and their families. The list will be updated regularly and distributed to local agencies supporting families with children with disabilities.

8. Publish and distribute five editions of a Parent-to-Parent newsletter throughout Whatcom County. The newsletters will include information about networking events and activities for families of children with developmental disabilities.

[Note: The URL link for the County guidelines is added to the text.]

HL_010114_WCEL_Parent_To_Parent
9. Conduct outreach to the Spanish-speaking community including making "Helping Parent" matches that take into consideration cultural background, home visits as needed and requested, the production of Spanish-language materials, information and referral, family-specific advocacy, networking and social activities designed for Spanish-speaking families, and a quarterly newsletter published in Spanish.

10. Maintain and coordinate the parent to parent "Help line", which responds to requests for information and is monitored by trained volunteer parents. Assist and mentor volunteer parents in providing appropriate resources and responses to inquiries.

III. Service Requirements

1. The contractor will notify the County of any change in program staff.

2. The contractor will provide culturally-competent services and demonstrate a value for diversity.

3. Opportunities and resources provided will extend to families living in rural areas of Whatcom County.

4. Information, education, and support to families will reflect the values of the DSHS/DDA County Guidelines (http://www1.dshs.gov/ddd/publications.shtml).

5. Information on youth trained as "super sitters" made available to families and agencies must disclose that super sitters are not professional, licensed caregivers and that the parent or guardian is responsible for screening and determining the appropriateness of the sitter for their child's care.

6. Program staff billed under this contract will maintain CPR and first aid certification.

7. Program staff billed under this contract should receive continuing education annually which promotes best practices in support to families of children with developmental disabilities and delays. This may include, but is not limited to, the annual Washington State Infant and Early Childhood Conference.

IV. Reporting

Reporting for Parent-to-Parent services will include all established monthly reporting provided to the Washington state Parent-to-Parent, including formats used by the Department of Health (DOH) and Developmental Disabilities Administration (DDA). An annual summary of all activities over the course of the contract period will be provided with the final invoice, and will distinguish Hispanic outreach and coordination activities separately from general Parent-to-Parent outreach and coordination activities.
1. **Funding and Budget**

The source of funding for this contract, in an amount not to exceed $37,620 is Whatcom County Developmental Disabilities millage funds.

The budget for these services is as follows:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DOCUMENTATION REQUIRED WITH INVOICE</th>
<th>BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs for Parent to Parent and Hispanic Outreach Coordinators</td>
<td>General Ledger (GL) detail</td>
<td>$26,377</td>
</tr>
<tr>
<td>Supplies for Training events, workshops, and meetings</td>
<td>GL detail</td>
<td>1,425</td>
</tr>
<tr>
<td>Contracted Speakers or Interpreters</td>
<td>GL detail and copy of invoice</td>
<td>575</td>
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<tr>
<td>Newsletter Printing/Publication</td>
<td>GL detail</td>
<td>3,500</td>
</tr>
<tr>
<td>Facility rental for events</td>
<td>GL detail</td>
<td>175</td>
</tr>
<tr>
<td>Postage for Newsletters &amp; Event Notices</td>
<td>GL detail</td>
<td>468</td>
</tr>
<tr>
<td>Child Care at meetings &amp; events</td>
<td>GL detail</td>
<td>400</td>
</tr>
<tr>
<td>Professional Development</td>
<td>Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, number of miles driven, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses.</td>
<td>400</td>
</tr>
<tr>
<td>Parent to Parent Phone lines (program specific &quot;help line)</td>
<td>GL detail</td>
<td>880</td>
</tr>
</tbody>
</table>

Subtotal 34,200

10% Indirect Rate 3,420

Total 37,620

The Contractor may transfer funds between budget line items as authorized in writing by the County. In no instance shall the indirect rate/program administration line item exceed 10% of direct costs.

1. **Invoicing**

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th day of the month following the month of service. Invoices submitted for payment must include the type of program activity and the date, as well as documentation of the staff name and hours provided.

2. Monthly Reporting required under the statement of work must accompany the invoice for payment.

3. The Contractor shall submit invoices to *(include contract #)*:
4. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

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

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

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

CERTIFICATE OF INSURANCE

Issue Date: 12/02/2013

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

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

PRODUCER
Canfield
451 Diamond Drive
Ephrata, WA 98823

COMPANIES AFFORDING COVERAGE
GENERAL LIABILITY
American Alternative Insurance Corporation
AUTOMOBILE LIABILITY
American Alternative Insurance Corporation
PROPERTY
American Alternative Insurance Corporation
Torus Specialty Insurance Company
MISCELLANEOUS PROFESSIONAL LIABILITY
Princeton Excess and Surplus Lines Insurance Company

INSURED
Whatcom Center for Early Learning
2001 H Street
Bellingham, WA 98225

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>POLICY EFF DATE</th>
<th>POLICY EXP DATE</th>
<th>DESCRIPTION</th>
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<td>06/01/2014</td>
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<td>PRODUCT-COMP/OP</td>
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<td>PERSONAL &amp; ADV. INJURY</td>
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<td>PROPERTY</td>
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<td>06/01/2014</td>
<td>ALL RISK PER OCC EXCL EQ &amp; FL</td>
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<td>EARTHQUAKE PER OCC</td>
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<td>FLOOD PER OCC</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding contract for services. Whatcom County is named as Additional Insured regarding this use only and is subject to policy terms, conditions, and exclusions. Waiver of Subrogation and Additional Insured endorsements are attached. NPIP Retained Limits are primary and non-contributory.

CANCELLATION

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

CERTIFICATE HOLDER
Whatcom County
509 Girard Street
Bellingham WA 98225

AUTHORIZED REPRESENTATIVE
Angela Eloff

2792108 228
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

SCHEDULE

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatcom County</td>
</tr>
<tr>
<td>509 Girard Street</td>
</tr>
<tr>
<td>Bellingham WA 98225</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. In the performance of your ongoing operations; or
B. In connection with your premises owned by or rented to you.
WAIVER OF TRANSFER OF RIGHTS AND RECOVERY AGAINST OTHERS TO US

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Endorsement Number</th>
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<tbody>
<tr>
<td>Non Profit Insurance Program</td>
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</table>

<table>
<thead>
<tr>
<th>Policy Symbol and Number</th>
<th>Policy Period</th>
<th>Effective Date of Endorsement</th>
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</thead>
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<td>N1-A2-RL-0000013-05</td>
<td>06/01/2013 - 06/01/2014</td>
<td>06/01/2013</td>
</tr>
</tbody>
</table>

Issued By
American Alternative Insurance Corp, a member of Munich-American Holding Corporation

Insert the policy number, the remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CUSTOM GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization:

Whatcom County
509 Girard Street
Bellingham WA 98225

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the schedule above.

[Signature]

Authorized signature

NF-14082a Includes copyrighted materials of Insurance Services, Inc., with its permission. Page 1 of 1
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<td>pj</td>
<td>10/21/13</td>
<td></td>
<td>12/10/13</td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Division Head:</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>Dept. Head:</td>
<td>RAD</td>
<td>11/22/13</td>
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<td>Prosecutor:</td>
<td>Lg</td>
<td>11/14/13</td>
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<td>Purchasing/Budget:</td>
<td>IMD</td>
<td>11/19/13</td>
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<tr>
<td>Executive:</td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Contract with Opportunity Council to operate the Whatcom Homeless Service Center.

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

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

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

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

The purpose of this contract is to continue the operation of the Whatcom Homeless Service Center. WHSC programs include both rental subsidy and housing case management components. WHSC staff manages the Housing Interest Pool list, authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals to partner agencies for housing case management services, manages the Homeless Management Information Services (HMIS) data collection and reporting requirements, cultivates and maintains relationships with local landlords, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO:       Jack Louws, County Executive

FROM:     Regina A. Delahunt

RE:       Opportunity Council, Contract for Whatcom Homeless Service Center Operations

DATE:     November 20, 2013

Enclosed are two (2) originals of a new contract with the Opportunity Council for your review and signature.

- **Background and Purpose**
  The purpose of this contract is to continue the operation of the Whatcom Homeless Service Center. WHSC programs include both rental subsidy and housing case management components. WHSC staff manages the Housing Interest Pool list, authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals to partner agencies for housing case management services, manages the Homeless Management Information Services (HMIS) data collection and reporting requirements, cultivates and maintains relationships with local landlords, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders. In the first 3 quarters of 2013, WHSC has served 677 individuals in 436 households.

- **Funding Amount and Source**
  The source of funding for this contract, in an amount not to exceed $937,201 is County document recording fees, Veterans Assistance funds, Department of Commerce Consolidated Homeless and Emergency Solution Grant funds and the North Sound Mental Health Administration (NSMHA). These funds are included in the 2014 County budget. Council approval is required because the contract exceeds $20,000. An agenda bill is attached.

- **Differences from Previous Contract**
  This is a new contract. However, the Opportunity Council has been providing these services through County contract since 2008.

Please contact Gail deHoog at extension 30693, if you have any questions or concerns regarding the terms of this agreement.

Encl.
WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's Grant Administrator:</td>
<td>Gail deHoog</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Opportunity Council</td>
</tr>
</tbody>
</table>

**Is this a New Contract?** If not, is this an Amendment or Renewal to an Existing Contract? Yes ___ No ___
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) _ 201302005 ____________

**Is this contract the result of a RFP or Bid process?**
Yes ___ No ___
If yes, RFP and Bid number(s) sole source _ Cost Center: 122400/122500/114/122200 ____________

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 for Commercial off the shelf items (COTS)
- [ ] Contract work is all performed outside U.S.
- [ ] Work related subcontract less than $25,000.
- [ ] Interlocal Agreement (between Govt's)
- [ ] Public Works - Local Agency/Federally Funded FHWA

**Contract Amount:(sum of original contract amount and any prior amendments)**
$ 937,201 ____________

**This Amendment Amount:**
$ ____________

**Total Amended Amount:**
$ ____________

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

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

Summary of Scope: The Whatcom Homeless Service Center (WHSC) was established in 2008 to serve as a centralized point of entry for homelessness prevention and re-housing services for Whatcom County residents. The WHSC implements programs and services identified in Whatcom County’s Plan to End Homelessness. WHSC housing services work to shift the focus from reliance upon emergency shelters and costly institutional facilities in meeting the needs of the homeless to prevention and permanent housing. By serving as a centralized coordinating system of access to homeless services and by transitioning homeless individuals and families as quickly as possible to permanent housing, WHSC will improve outcomes for homeless individuals and families and ensure more efficient use of public resources.

**Term of Contract: 1 Year**

Expiration Date: 12/31/2014

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

1. Prepared by: ____________ Date 10/21/13 [electronic]
2. Attorney reviewed: ____________ Date 11/14/13 [electronic]
3. AS Finance reviewed: ____________ Date 11/19/13 [electronic]
4. IT reviewed if IT related: ____________ Date ____________ [electronic]
5. Corrections made: ____________ Date ____________ [electronic]
6. Attorney signoff: ____________ Date ____________ hard copy printed
7. Contractor signed: ____________ Date ____________
8. Submitted to Exec Office: ____________ Date ____________ [summary via electronic; hardcopies]
9. Council approved (if necessary): ____________ Date ____________
10. Executive signed: ____________ Date ____________
11. Contractor Original Returned to dept: ____________ Date ____________
12. County Original to Council: ____________ Date ____________
CONTRACT FOR SERVICES AGREEMENT
Whatcom Homeless Service Center Operations

Opportunity Council, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 8,
- Exhibit A (Scope of Work), pp. 9 to 13,
- Exhibit B (Compensation), pp. 14 to 15,
- Exhibit C (Certificate of Insurance), p. 16,
- Exhibit D (E-Verify), p. 17,
- Exhibit E (Risk Mitigation Fund Requirements), pp. 18 to 21,
- Exhibit F (Special Terms and Conditions for Commerce Grants), p. 22,
- Exhibit G (Business Associate Agreement), pp. 23 to 30,
- Exhibit H (Subrecipient Agreement), pp. 31 to 32.

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 2014.

The general purpose or objective of this Agreement is provide funding for the operation of the Whatcom Homeless Service Center, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $937,201. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 2nd day of Nov., 2013.

CONTRACTOR:

Opportunity Council

David Finet, Executive Director

STATE OF WASHINGTON

COUNTY OF __________

On this 2nd day of Nov., 2013, before me personally appeared David Finet to me known to be the Executive Director of Opportunity Council and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington residing at

My commission expires 9/16/2014.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager Date

Regina Delahunt, Director Date

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: __________________________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

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

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

CONTRACTOR INFORMATION:

Opportunity Council
David Finet, Executive Director
1111 Cornwall Ave.
Bellingham, WA 98225
Phone: 360-734-5121
Email: dave_finet@oppoc.org

HL_010114_Opportunity_Council_Whatcom_Homeless_Service_Center_Operations
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:
In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

23.1 Labor Standards: 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, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable

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

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

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

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

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Grantee.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss. The amount of fidelity coverage secured pursuant to this contract shall be $100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the County as beneficiary.

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

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

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

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

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

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

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

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Gail deHoog, Housing Program Specialist
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225
Phone 360-676-6724 x 30693
37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

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

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

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

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

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

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

d. Arbitration: Not Applicable

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

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

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

According to the annual point in time count of homeless adults conducted in January 2013, 561 people in Whatcom County are homeless. Throughout the year, hundreds more face the prospect of losing their homes. The Whatcom Homeless Service Center (WHSC) was established in 2008 to serve as a centralized point of entry for homelessness prevention and re-housing services for Whatcom County residents. The WHSC implements programs and services identified in Whatcom County’s Plan to End Homelessness. The WHSC authorizes and coordinates service delivery among partner agencies.

The WHSC is modeled upon evidence-based approaches to homelessness prevention and rapid re-housing. WHSC housing services work to shift the focus from reliance upon emergency shelters and costly institutional facilities in meeting the needs of the homeless to prevention and permanent housing. By serving as a centralized coordinating system of access to homeless services and by transitioning homeless individuals and families as quickly as possible to permanent housing WHSC will improve outcomes for homeless individuals and families and ensure more efficient use of public resources.

WHSC programs include both rental subsidy and housing case management components. WHSC staff manages the Housing Interest Pool list, authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals to partner agencies for housing case management services, manages the Homeless Management Information Services (HMIS) data collection and reporting requirements, cultivates and maintains relationships with local landlords, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders.

The purpose of this contract is to continue the operation of the WHSC. This contract includes County funded direct homeless housing assistance funds to the Whatcom Homeless Service Center which serves as the central point of distribution to homeless households in Whatcom County.

Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Individuals and households served shall have incomes at or below 50% Area Median Income (AMI).

II. Definitions

| Healthy Children and Families Program | A program with Health Department’s Family and Child Health designed to identify and provide housing with support services for families with young children who are homeless or about to be homeless and where the lack of safe housing and mental health issues are causing a barrier to healthy childhood development. |
| Housing Interest Pool | Quasi wait list that serves clients waiting for housing services on based on their needs and available resources instead of a first come, first served basis. |
| HMIS | Washington’s Homeless Management Information Services, a data base. |
| Intensive Case Management for the Complex Patient Project | A project that identifies complex chronically homeless individuals with substantial medical and behavioral health needs and engages them in an integrated, community-based care coordination system. Lead partners include Whatcom Homeless Service Center, Whatcom County Health Department, and Whatcom Alliance for Healthcare Advancement. |
Partner Agencies

Agencies that contract with Whatcom County for the delivery of housing case management services, in connection with the WHSC.

Permanent Supportive
Housing Population

Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management.

Targeted Prevention

Targeting homeless prevention resources to households most likely to become homeless if not for assistance. Individuals or households who are at immediate risk of eviction and homelessness may receive financial assistance and are eligible for housing case management services as needed.

TANF Program

The Temporary Assistance to Needy Families program provides temporary cash, medical help, and employment assistance to families with children in need. Eligibility is based on family size and income and is established by DSHS. Specific housing assistance funds are available to TANF families.

Risk Mitigation Fund

A reserve account that will be available to reimburse local landlords who agree to house higher-risk clients for unpaid rent or costs associated with covered damage to rental units.

Whatcom Homeless
Service Center (WHSC)

WHSC programs provide (1) centralized coordinated system of access (2) targeted prevention assistance to reduce the number of households that become homeless, (3) re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom County and according to Washington State Department of Commerce HMIS data collection requirements. WHSC works in conjunction with Partner Agencies to operate all activities necessary to operate as a system.

III. Statement of Work

The contractor will be responsible for programmatic and administrative services associated with the operation of the Whatcom Homeless Service Center. Administrative and programmatic services include all activities necessary to operate the WHSC as set forth in sections A and B below.

A. Administrative Responsibilities

The Contractor will:

1. Provide all Human Resource and administrative services to WHSC employees (e.g., payroll, office supplies and equipment, space rental, IT support, etc.).
2. Perform all disbursement, accounting, financial management, and reporting functions necessary to manage the funds allocated to WHSC operations. Contractor will maintain a strong internal control system over rental subsidy disbursements to assure funds are used as intended by this contract. Contractor will provide County with written policies and procedures describing how these transactions are processed on or before January 30, 2014.
3. Support WHSC in the management of the HMIS, providing troubleshooting and technical assistance as needed.
4. Maintain all client financial and eligibility documentation as described/referenced in Section V.
5. Maintain all financial documentation as required in Section V and Exhibits F and H.
6. Ensure that the processes and internal controls are operating as planned and make policy adjustments as needed.
7. Conduct program evaluation as directed by the Whatcom County Health Department to ensure WHSC programs are meeting the Whatcom County Plan to End Homelessness.
8. Send staff to trainings, conferences, and technical assistance events related to carrying out the functions of WHSC and the goals of Whatcom County’s Plan to End Homelessness.

B. Programmatic Services

The Contractor will:
1. Manage a coordinated, centralized homeless housing intake system working collaboratively with Opportunity Council’s Community Service Department and Northwest Youth Services intake staff.
2. Maintain a Housing Interest Pool, which includes prioritizing households for services according to need and available resources and ensuring a case managed wait list.
3. Determine and document client eligibility for WHSC rent subsidies and case management services based on funding source requirements.
4. Refer eligible clients to partner agencies for housing case management services.
6. Develop the local permanent housing inventory component of the homeless housing system: search out new housing stock, cultivate and maintain relationships with participating landlords; provide housing search assistance to partner agencies as needed; work to create innovative housing models using best and promising practices as identified by the National Alliance to End Homelessness or other nationally recognized homeless housing organization.
7. Administer the Risk Mitigation Fund per conditions set forth in Risk Mitigation Guidelines found in Exhibit E attached.
8. Manage the community-wide HMIS data system in compliance with the standards set forth by the Washington Department of Commerce.
9. Provide guidance to the partner agency staff to ensure effective operations of the WHSC system; keeping partner agencies updated in policies and procedures, HMIS requirements, research and best practices related to homeless housing, specific program requirements, and confidentiality laws.
10. Provide leadership to community stakeholders regarding homeless activities.
11. Compile and keep up to date WHSC Policies and Procedures Manual consistent with State of Washington, Department of Commerce Consolidated Homeless Grant Guidelines and as requested and approved by Whatcom County Health Department by January 30, 2014.
12. Chair Whatcom County Coalition to End Homelessness meetings and sponsored activities in partnership with Whatcom County Health Department.

IV. Program Outcomes

During this contract period the following are the expected outcomes of WHSC in conjunction with its partner agencies. The WHSC must ensure rental subsidies are available to support the expected numbers of households served as follows:

1. Targeted Prevention
   a. At least 200 new households at risk of losing their housing receive temporary financial assistance based on risk assessments.
   b. At least 90% of these households remain housed for at least three months.

2. Re-Housing
   a. At least new 150 households that have become homeless receive short term rent subsidies and case management
i. at least 10 households are participating in the Healthy Families and Children program
ii. at least 25 are TANF program participants.

b. At least 85% of households remain housed for 6 months after exiting re-housing services

3. Permanent Supportive Housing Population
   a. At least 62 households receive housing subsidies and case management
      i. Five units at City Gate will be subsidized and used for residents exiting Sun House.
      ii. Two units will be from OC owned units of housing.
      iii. 12-15 subsidies will be reserved for clients participating in Intensive Case Management for the Complex Patient program
   c. At least 85% retain their housing for 6 months.

4. Emergency Shelter
   a. At least 40 households will receive emergency shelter assistance
   b. At least 90% of those households are placed in permanent housing after receiving shelter services

5. Veterans
   a. At least 110 Veterans will receive housing subsidies and case management support. These outcomes will be achieved by leveraging additional funding resources.
   b. At least 85% of veteran households served will retain their housing for 6 months after exiting the program.

V. Program Requirements

Under the terms of this contract, the contractor will:

1. Comply with the State of Washington, Department of Commerce Consolidated Homeless Grant Guidelines including periodic updates which can be located at http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/ConsolidatedStateHomelessGrantProgram.aspx

2. Comply with State of Washington, Department of Commerce Emergency Solutions Grant Guidelines including periodic updates which can be located at http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/EmergencySolutionsGrants.aspx

3. Comply with eligibility requirements for serving veterans as set forth in Whatcom County Codes 2.150 and 2.152, and RCW 73.08.005 and incorporated into this contract by reference. Contractor shall determine eligibility based on items A and B of WCC 2.150.025 and shall not have utilization of item C for determining veteran eligibility.

4. Comply with Special Conditions of Commerce Grants incorporated herein as Exhibit F.

5. Comply with the Business Associate Agreement incorporated herein as Exhibit G.

6. Comply with the Sub-recipient Agreement herein as Exhibit H.

7. Comply with state and federal confidentiality laws and regulations.

8. Ensure that all costs incurred comply with CHG Guidelines as specified in Section V.1. above and Exhibit F. In addition, costs incurred for Veteran Rental Assistance will comply with references in Section V.3. above and costs incurred for ESG Rental Assistance will comply with Section V.2. above and Exhibit H.

9. Ensure that clients receiving NSMHA rental assistance have a mental illness, are homeless or at eminent risk of homelessness.

VI. Reporting Requirements
1. Targeted Prevention
   a. # of new households who received Targeted Prevention funds this quarter and year to date
   b. # and % of those who received Targeted Prevention funds who are still housed after 3 months

2. Re-Housing
   a. # of households that have received short term rent subsidies and case management this quarter and year
      to date
      i. # of households participating in the Healthy Families and Children program
      ii. # of households that are TANF program participants.
      iii. # of households that are Veterans
   b. # and % of households remain housed for 6 months after exiting re-housing services

3. Permanent Supportive Housing Assistance
   a. # of households receive housing subsidies and case management this quarter and year to date
      i. # of units City Gate
      ii. # of units will be from OC owned units of housing.
      iii. # of subsidies to clients participating in Intensive Case Management for the Complex Patient program
   b. # and % who retain their housing for 6 months.

4. Emergency Shelter
   a. # of households who received emergency shelter assistance this quarter and year to date
   b. # and % households who received emergency shelter were placed in permanent housing

5. Veterans
   a. # of veterans who received housing assistance this quarter and year to date
   b. % of veteran remain housed for 6 months after exiting the program
EXHIBIT "B"
(COMPENSATION)

Budget and Source of Funding

The source of funding for this contract, in an amount not to exceed $937,201, is County-held document recording fees, North Sound Mental Health Administration funds, Veterans Assistance funds and Consolidated Homeless and Emergency Solutions Grants.

1. Contract Budget

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Documentation Required with Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td>$33,223</td>
</tr>
<tr>
<td>HMIS Coordinator</td>
<td></td>
<td>$15,962</td>
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<tr>
<td>Housing Retention Manager</td>
<td>Expanded GL Report for the period</td>
<td>$37,844</td>
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<tr>
<td>Housing Resource Coordinator</td>
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<td>$30,587</td>
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<tr>
<td>47.6% Fringe Benefits Rate</td>
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<td>55,986</td>
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<tr>
<td>Rental Assistance</td>
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<td>$141,113</td>
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<tr>
<td>Veteran Rental Assistance</td>
<td>Expanded GL Report for the period plus documentation including client ID, payee and amount of payment.</td>
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<tr>
<td>NSMHA Rental Assistance</td>
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<td>$159,498</td>
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<td>Rental Assistance - Emergency Subsidy</td>
<td>In the case of Emergency Subsidy, the reason for the emergency must be included.</td>
<td>$36,000</td>
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<tr>
<td>TANF Family Rent Subsidy</td>
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<td>$45,511</td>
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<td>ESG Rental Assistance</td>
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<td>$148,192</td>
</tr>
<tr>
<td>Training/Travel/Memberships</td>
<td>For Travel: Include name of traveler, dates and times of travel, start &amp; end point, and purpose. For mileage include number of miles traveled. For other travel: Mileage, lodging &amp; meal costs follow federal guidelines (<a href="http://www.gsa.gov">www.gsa.gov</a>). Receipts for meals not required. Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Receipts for registration fees or other documentation of professional training expenses. Receipts for memberships.</td>
<td>$4,000</td>
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<td>Direct Program Space Costs</td>
<td>Expanded GL Report for the period</td>
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<td>Direct Program Supplies, Telephone, Postage and Printing</td>
<td>Expanded GL Report for the period</td>
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<td>Direct Program Insurance</td>
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<td>Subtotal:</td>
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<td>11.5% Indirect</td>
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<td>Risk Mitigation</td>
<td>Documentation required in Exhibit E</td>
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<tr>
<td>Total:</td>
<td></td>
<td>$937,201</td>
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</tbody>
</table>

All allocated direct costs must be based on approved cost allocation plan.
include name of staff member traveling, dates and times of travel, and purpose. In addition, mileage claims must include the number of miles claimed plus start point & end point.

3. An Expanded General Ledger report for the period billed is required with each invoice.

4. Each invoice containing rental assistance will include documentation including the client ID, payee and amount of payment. In the case of Emergency Subsidy, the reason for the emergency must be included.

5. Documentation for Risk Mitigation claims shall be submitted according to Exhibit E.

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

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

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

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

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

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

CERTIFICATE OF INSURANCE

Issue Date: 11/19/2013

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

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

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>COMPANIES AFFORDING COVERAGE</th>
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</thead>
<tbody>
<tr>
<td>Canfield</td>
<td>GENERAL LIABILITY:</td>
</tr>
<tr>
<td>451 Diamond Drive</td>
<td>American Alternative Insurance Corporation</td>
</tr>
<tr>
<td>Ephrata, WA 98823</td>
<td>AUTOMOBILE LIABILITY:</td>
</tr>
<tr>
<td></td>
<td>American Alternative Insurance Corporation</td>
</tr>
<tr>
<td></td>
<td>PROPERTY:</td>
</tr>
<tr>
<td>Opportunity Council, The</td>
<td>American Alternative Insurance Corporation</td>
</tr>
<tr>
<td>1111 Cornwall Avenue, Ste C</td>
<td>Torus Specialty Insurance Company</td>
</tr>
<tr>
<td>Bellingham, WA 98225</td>
<td>MISCELLANEOUS PROFESSIONAL LIABILITY:</td>
</tr>
</tbody>
</table>

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOTwithstanding ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF DATE</th>
<th>POLICY EXP DATE</th>
<th>DESCRIPTION</th>
<th>LIMITS</th>
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<td>PER OCCURRENCE</td>
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<td>INCLUDES STOP GAP</td>
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<tr>
<td>(LIABILITY IS SUBJECT TO A $50,000 SIR PAYABLE FROM PROGRAM FUNDS)</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>03/01/2014</td>
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<td>06/01/2014</td>
<td>ALL RISK PER OCC EXCL EQ &amp; FL EARTHQUAKE PER OCC</td>
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<tr>
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<tr>
<td>MISCELLANEOUS PROFESSIONAL LIABILITY</td>
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<td>PER CLAIM</td>
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<tr>
<td>(LIABILITY IS SUBJECT TO A SIR PAYABLE FROM PROGRAM FUNDS)</td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding Whatcom Homeless Service Center Operations. Whatcom County is named as Additional Insured regarding these operations only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. NPPIP Retained Limits are primary and non-contributory.

CANCELLATION

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

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
<th>AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatcom County</td>
<td>Angela Egolf</td>
</tr>
<tr>
<td>509 Girard St</td>
<td>Bellingham WA 98225</td>
</tr>
</tbody>
</table>

2788633
AMERICAN ALTERNATIVE
INSURANCE CORPORATION

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Endorsement Number</th>
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</thead>
<tbody>
<tr>
<td>Non Profit Insurance Program (IIPIP)</td>
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</tr>
<tr>
<td>Policy Number</td>
<td>Endorsement Effective</td>
</tr>
<tr>
<td>N1-A2-RL-0000013-05</td>
<td>06/01/13</td>
</tr>
</tbody>
</table>

Countersigned by

Signed by

This above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional Insured): As Per Schedule on file with Canfield, Unenwriting Administrator

A. With respect to the General Liability Coverage Part only, the definition of Insured in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an Insured the Person or Organization shown in the above Schedule. Such Person or Organization is an Insured only with respect to liability for Bodily Injury, Property Damage, or Personal and Advertising Injury caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

B. The Limits Of Insurance applicable to the additional Insured are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of the Insurance Services Office, Inc., with its permission.
EXHIBIT "D"
(E-VERIFY DECLARATION & MOU WITH DEPARTMENT OF HOMELAND SECURITY)

Firm Name: Opportunity Council.

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

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

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

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

DATE: 11/20/2013

SIGNATURE: David W. Finit

PRINTED NAME: David W. Finit
EXHIBIT "E"
(RISK MITIGATION FUND)

I. Background

The Opportunity Council administers the Whatcom Homeless Service Center (WHSC) which works to reduce or prevent homelessness in Whatcom County. The WHSC is a sponsor of the federally funded Shelter Plus Care and Supportive Housing Programs which provide housing subsidies and support services to homeless clients suffering from mental illness. Many of these clients are housed in properties where the Opportunity Council holds a master lease and is responsible for the cost of excessive property damage or rent. The Risk Mitigation Fund (RMF) is intended to provide reimbursement to the Opportunity Council for exceptional damage caused by clients with mental illness. Without the support of the RMF, less housing would be available to clients with severe mental illness. The Risk Mitigation Fund may also be utilized when repeated violations of the lease or state law require a legal proceeding and eviction. The Whatcom County Health Department will review and pay claims for RMF reimbursement according to funds availability and the following program requirements.

II. Allowable Costs

1. Damage to property is in excess of normal wear and tear that exceeds the security deposit and no other funding is available.
2. One month of non-payment of rent if tenant does not pay rent due or if the unit cannot be rented while repairs are completed.
3. Costs associated with legal fees and court fees resulting from eviction activities.
4. Costs associated with 1, 2 and 3 above shall not exceed $3,000 per tenant and are limited to tenants housed through the Shelter Plus Care and Supportive Housing Programs where the Opportunity Council is the property owner or holds a master lease on the unit.

III. Program Requirements

Before submitting a claim, contractor will verify that the following requirements have been met:

1. The tenant is a Shelter Plus Care or a Supportive Housing Program participant receiving rent subsidy and/or deposit assistance; and
2. The tenant is receiving housing case management support from a WHSC partner case management agency or from an approved health provider; and
3. The RMF claim was made any time after the initial move-in date up to 30 days from when the tenant moves out or is no longer in the Shelter Plus Care or Chronically Homeless program. Claims will be accepted for damage/loss incurred in 2012 and 2013. The 30-day from move-out requirement is waived for 2012 claims.
4. A WHSC representative or a housing case manager has co-signed or initiated the move-in condition report with the landlord; and
5. Contractor’s property management division has promptly communicated orally and/or in writing with WHSC case management when problems arise; and
6. Client file should contain evidence of:
   a. written notice to tenant
   b. any tenant contact with law enforcement authorities
   c. late rent, and
   d. any other action that may affect the continuation of tenant’s tenancy.
7. If a person is added to the lease without notifying the WHSC case manager during the LRMF coverage period, damages will not be covered. Client file will contain names of any persons added to the lease or otherwise authorized to occupy the unit; and
8. If any repair/replace work is to be performed over $2,000 three quotes will be obtained and the lowest bidder will be selected to perform the work

IV. Claim Requirements

The Opportunity Council will submit claims to the Whatcom County Health Department. Each claim for payment from the RMF will include:

1. WHSC Damage/Loss Claim Form (Attachment 1) – completed, signed and dated by Claim preparer
2. Risk Mitigation Claim Checklist (Attachment 2) – completed, signed and dated by Claim preparer
3. Property Inspection Sheet documenting move-in and move-out conditions signed and dated by landlord and tenant (if tenant is available at move-out)
4. Clear documentation that damages exceed normal cleaning and wear and tear
5. Receipts for all damage repair/replacement work and legal/court fees to be included in claim
6. Invoices for legal fees
7. 3 Quotes for repair/replacement work valued at over $2,000
8. Shelter Plus Care or Supportive Housing Program Damage & Expense Claim paperwork
9. Send claims to: Business Office, Whatcom County Health Department, 509 Girard St., Bellingham, WA 98225
Attachment 1

WHSC Damage Loss Claim Form

Client Name
Property Address
Property Owner
Program
Was client receiving case management?
Frequency of home visits
Case management agency
Reason for client departure (asked to leave, illness, jail, etc)

Vacancy Loss Claim:
Proper notice given to vacate: Yes/No Date:
Last day occupied:
Date the unit was re-rented:
Lease Expiration date:

Total Vacancy Loss (1 mo. Rent maximum):

<table>
<thead>
<tr>
<th>Damage Costs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning</td>
</tr>
<tr>
<td>Hauling</td>
</tr>
<tr>
<td>Painting</td>
</tr>
<tr>
<td>Repairs/Replacements</td>
</tr>
<tr>
<td>Carpet Cleaning</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td>Total Damage Costs:</td>
</tr>
</tbody>
</table>

Legal Expenses:
Court costs / Legal fees

<table>
<thead>
<tr>
<th>Legal Expenses:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total (Vacancy Loss + Damage Costs + Legal Costs):</td>
</tr>
<tr>
<td>Amount covered by Security Deposit</td>
</tr>
<tr>
<td>Amount covered by S+C or SHP Damage Claim</td>
</tr>
</tbody>
</table>

| Total Damage/Loss Claim                |
| (See attached invoices)                |

| Total Damage/Loss Claim                |
| D-E-F $                                  |

Opportunity Council Certification:
I certify that all information above is correct and all available funding sources have been accessed to cover the above costs.

Signature                                       Date

Whatcom County Health Department certification:
I certify that all the requirements of Exhibit E (Risk Mitigation Fund) have been met.

Signature:                                      Date:

Printed Name and Title:

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Attachment 2
Risk Mitigation Damage Claim Checklist

Answer Yes=Y, No=N, or Not Applicable=N/A. Provide further explanations as needed in comment section with reference to item number.

1. Tenant is a Shelter Plus Care or a Supportive Housing program Participant

2. This claim was made in up to thirty days from when tenant moved out or is no longer a participant in the qualifying program.

3. WHSC Damage/Loss Claim Form completed and attached

4. Move In/Move Out form attached. Form documents move-in and move-out conditions. All parties (landlord, WHSC representative or housing case manager, tenant) are identified and have signed and date the report at move-in and move-out.

5. Client file contains evidence of:
   a. landlord/property management promptly communicating with WHSC representative when problems arose
   b. written notices to tenant
   c. tenant contact with law enforcement authorities
   d. late rent
   e. names of persons added to lease or otherwise authorized to occupy the unit
   f. other actions that may affect the continuation of tenancy

6. Proof of three quotes for cumulative repair/replacement work from one vendor over $2,000 attached.

7. Clear documentation that damages exceed normal cleaning, wear and tear attached.

8. Receipts for all repair/replacement work and legal costs attached.

9. Shelter Plus Care or Supportive Housing Program damage & expense claim/vacancy loss claim and determination made by Bellingham/Whatcom County Housing Authorities attached.

10. Dept. of Commerce or Housing Authority Inspection Report Attached.

11. Tenant Payment History attached.

COMMENTS: ____________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

I certify that all the requirements of Exhibit E (Risk Mitigation Fund) to the WHSC contract between the Opportunity Council and Whatcom County have been met.

WHSC Signature __________________________ Date ________

Title: ___________________________________________ ________

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EXHIBIT “F”
(SPECIAL TERMS AND CONDITIONS FOR COMMERCE GRANTS)

The funds allocated for services performed under this contract are Washington State Department of Commerce funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. Commerce and the State of Washington are not liable for claims or damages arising from the Contractor's performance of this subgrant.

APPLICABLE LAWS
The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state governments, as now or hereafter amended including, but not limited to:
(1). Ethics in Public Service Act, RCW §42.52;
(2). Affirmative action, RCW §41.06.020(11);
(3). Boards of directors or officers of non-profit corporations- Liability-Limitations RCW §4.24.264;
(4). Disclosure-campaign finances-lobbying, RCW §42.17;
(5). Discrimination-human rights commission, RCW §49.60;
(6). Ethics in public services, RCW §42.52;
(7). Office of minority and women's business enterprises, RCW §39.19 and WAC §326-02;
(8). Open public meetings act, RCW §42.30;

ELIGIBLE USE OF FUNDS
Funding under this Contract may only be used for eligible activities and expenses described in the current Grant Guidelines and Administrative Requirements. These documents are incorporated by reference.

PROHIBITIONS
Contractor shall not require eligible clients to participate in a religious service as a condition of receiving assistance.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35
The 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 telecommunications.

ACKNOWLEDGEMENT OF FEDERAL FUNDING
The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. E13-DC-53-0001 awarded by the Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce."

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
A. "Confidential Information" as used in this section includes:
   1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
   2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
   3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name,
health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

POLITICAL ACTIVITIES
Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

RECORDS MAINTENANCE
The Contractor shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by the COMMERCE, personnel duly authorized by the COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
EXHIBIT " G "
(BUSINESS ASSOCIATE AGREEMENT)

This Business Associate Agreement (the "Agreement") is made effective the 1st day of January, 2014, by and between Whatcom County, hereinafter referred to as "Covered Entity," and Opportunity Council, hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

RECITALS:

A. WHEREAS, the Parties wish to enter into a Business Associate Agreement to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 CFR Parts 160 and 164); and

B. WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

C. WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the "Agreements") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreements, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

D. WHEREAS, Business Associate may have access to Protected Health Information (hereinafter "PHI") or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreements; and

E. WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information. The term "Breach" does not include: (1) any unintentional acquisition, access, or use of PHI by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further impermissibly acquired, accessed, used, or disclosed by any person; (2) any inadvertent disclosure by an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility, where the information disclosed is not further impermissibly acquired, accessed, used,
or disclosed by any person; or (3) an impermissible disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

The term "HIPAA Privacy and Security Rules" refers to 45 CFR Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" or "PHI" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information," as defined below.

The term "Electronic Protected Health Information" means PHI which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

B. Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

C. Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. The disclosures are required by law; or
2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

D. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the
minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request. The Parties shall collaborate in determining what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

B. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

C. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:

1. Implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including any Security Incident, of which Business Associate becomes aware, regardless of whether the Security Incident rises to the level of a Breach. For purposes of this Agreement, "Security Incident" means the successful unauthorized access, use, disclosure, modification, or destruction of PHI or interference with system operations in an information system, of which Business Associate has knowledge or should, with the exercise of reasonable diligence, have knowledge, excluding (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) "malware" (e.g., a worm or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of PHI. The report shall be made as soon as practical, and in any event within ten (10) days of Business Associate's discovery of the Security Incident. A Security Incident shall be treated as discovered by Business Associate as of the first day on which such Security Incident is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

D. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

E. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations if the PHI pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.
The restriction can only apply to disclosures beginning the next business day after the request for restriction is received.

F. At the request of Covered Entity, and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual’s request for access to his or her PHI in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains PHI electronically, it agrees to make such PHI available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

G. At the request of Covered Entity, and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

H. Business Associate agrees to document any disclosures of, and make PHI available, for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

I. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary.

J. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

K. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any PHI of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. For public health activities as described in Section 164.512(b) of the HIPAA Privacy and Security Rules;

2. For research as described in Sections 164.501 and 164.512(i) of the HIPAA Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. For treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of PHI;

4. For the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. For an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. To provide an individual with a copy of the individual’s PHI pursuant to Section 164.524 of the HIPAA Privacy and Security Rules; or

7. Other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.K.

L. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without
first obtaining the written authorization of the individual or the individual's representative, unless:

1. Such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. The communication is made on behalf of Covered Entity and is consistent with the terms of this Agreement.

M. Business Associate agrees that if it uses or discloses patients' PHI for marketing purposes, it will obtain Covered Entity's written approval and such patients' authorization before making any such use or disclosure.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

A. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

B. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than ten (10) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

C. Notwithstanding the provisions of Section IV.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. If the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. If the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

D. The Breach notification provided shall include, to the extent possible:

1. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. A brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. Any steps individuals should take to protect themselves from potential harm resulting from the Breach;

5. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches and when such steps were taken; and
6. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

E. Business Associate shall provide the information specified in Section IV.D. above, to Covered Entity at the time of the Breach notification, if possible, or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.D., and shall provide such information to Covered Entity even if the information becomes available after the ten (10)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Business Associate’s permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate’s use and disclosure of such PHI. Business Associate shall have a reasonable period of time to act on such notice.

VI. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VI.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Agreements.

B. Termination. Upon either Party’s knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Agreements.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Agreements affected by the breach.

Where neither cure nor termination is feasible, the non-breaching Party shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (2) of this subsection C., upon termination of this Agreement, the Agreements or upon request of Covered Entity, whichever occurs first, Business Associate shall within ten (10) days return or destroy all PHI received from Covered Entity, or
created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. MISCELLANEOUS

A. Indemnification. Each Party shall indemnify and hold the other harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys’ fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement, or any Breach, by that Party or its subcontractors or agents.

B. No Rights in Third Parties. Except as expressly stated herein, in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

C. Survival. The obligations of Business Associate under Section VI.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. Furthermore, the Parties’ indemnification obligations pursuant to Section VII.A. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the business relationship of the Parties, and shall continue to bind the Parties, their agents, employees, contractors, successors, and assigns as set forth herein.

D. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Agreement fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the underlying arrangement upon written notice to the other Party.

E. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

F. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

G. Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA
Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the State of Washington.

H. **No Waiver.** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

I. **Interpretation.** Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

J. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

K. **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative’s position with the other Party.

L. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Agreement relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic PHI from or on behalf of Covered Entity.

M. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties’ obligations with respect thereto, the terms of this Agreement shall control.
EXHIBIT “H”
(SUB-RECIPIENT AGREEMENT)

THIS SUB-RECIPIENT AGREEMENT is made and entered into by and between Whatcom County, herein after referred to as the “County”, and Opportunity Council, herein after referred to as the “Agency.”

This is a subgrant of US Department of Housing and Urban Development, Emergency Solutions Grant, CFDA# 14.231.

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

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

GENERAL TERMS AND CONDITIONS

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

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

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

   The Agency shall maintain records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Agency shall include the above audit requirements in any subcontracts.

   The Agency is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must respond to County’s requests for information or corrective action concerning audit issues within 30 days of the date of request. The County reserves the right to recover from the Agency all disallowed costs resulting from the audit.

   Once the single audit has been completed, the Agency must send a full copy of the audit to the County and a letter stating there were no findings or, if there were findings, a list of the findings.
3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions:
   The Agency certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

Contract amendment and extension between the Health Dept. and Northwest Youth Services to provide case management and supportive services to those individuals receiving rental subsidies through the WHSC.

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
Requested Date:

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

The purpose of the contract is to provide case management and supportive services to individuals receiving rental subsidies through the Whatcom Homeless Service Center in order to improve housing stability and reduce youth homelessness in Whatcom County. The contractor will serve homeless youth in need of re-housing services.

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

TO:  Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE:  Northwest Youth Services, Whatcom County Homeless Service Center Housing Case Management Services, Contract Amendment #3
DATE: November 25, 2013

Enclosed are two (2) originals of a contract amendment between Whatcom County Health Department and Northwest Youth Services for your review and signature.

- **Background and Purpose**
  This contract funds the provision of housing case management services, in association with the Whatcom County Homeless Service Center (WCHSC). The contractor will serve homeless youth in need of re-housing and permanent supportive housing and services. The purpose of the contract is to provide case management and supportive services to youth receiving rental subsidies through the WCHSC and those youth waiting for housing in order to improve housing stability and reduce homelessness in Whatcom County. So far in 2013 NWYS has provided housing case management support to 35 youth households place into permanent housing and to an additional 50 waiting for housing services.

- **Funding Amount and Source**
  The source of funding for this contract, in an amount not to exceed $61,928.00, is County held ESSHB 2163 and HB 1359 funds. Funding for this contract is included in the current budget. Council approval of this contract amendment is required because we are extending for a fourth year when Section 10.2 provided for a maximum of three years only.

- **Differences from Previous Contract**
  The amendment extends the duration of the current contract for an additional 12 months.

The contract history is:

- Original amount $61,928
- Amendment #1 $61,928
- Amendment #2 $61,928
- Amendment #3 $61,928
- Revised total maximum consideration not to exceed $247,712

Please contact Gail de Hoog at extension 30693 if you have any questions regarding this amendment.
Encl.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

Originating Department: Whatcom County Health Department

Contract Administrator: Gail de Hoog

Contractor's / Agency Name: Northwest Youth Services

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): 201011019-2

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

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

Is this contract the result of a RFP or Bid process? Yes X No ___ If yes, RFP and Bid number(s) RFP 10-73 _______

Is this contract excluded from E-Verify? No ___ Yes X ___ If yes, include Attachment D Contractor Declaration Form. If yes, indicate qualified exclusion(s) below:

X 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)
$ 185,784.00

This Amendment Amount: $ 61,928.00

Total Amended Amount: $ 247,712.00

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

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

This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The contractor will serve homeless youth (up to age 25) with moderate to significant barriers to housing stability. The purpose of the contract is to provide case management and supportive services to those individuals receiving rental subsidies through the WHSC and to those youth waiting for housing in order to improve housing stability and reduce homelessness in Whatcom County.

Term of Contract: 1 Year Expiration Date: 12/31/2014

Contract Routing Steps & Signoffs: [sign or initial] [indicate date transmitted]
1. Prepared by: [p]
2. Attorney reviewed: __________ Date 10/15/13 [electronic]
3. AS Finance reviewed: [mdc] Date 11/19/13 [electronic]
4. IT reviewed if IT related Date [electronic]
5. Corrections made: [electronic]
6. Attorney signoff: Date 11/24/13 [electronic]
7. Contractor signed: [hard copy printed]
8. Submitted to Exec Office Date 1/25/13
9. Council approved (if necessary) Date 2/7/13 [summary via electronic; hardcopies]
10. Executive signed: Date
11. Contractor Original Returned to dept; Date
12. County Original to Council Date
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201011019

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

AND CONTRACTOR:
Northwest Youth Services
P.O. Box 5447
Bellingham, WA 98227-5447

AMENDMENT NUMBER: 3

CONTRACT PERIODS:
Original: 01/01/2011 - 12/31/2011
Amendment 1: 01/01/2012 - 12/31/2012
Amendment 2: 01/01/2013 – 12/31/2013
Amendment 3: 01/01/2014 – 12/31/2014

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

DESCRIPTION OF EXTENSION:

1. Revise Section 10.2 General Conditions to read as follows:

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

2. Extend the duration and other terms of this contract to provide housing case management services for an additional 12 months, as per the above revised contract "General Conditions, Section 10.2, Extension".

3. The effective date of the extension is January 1, 2014.

4. Funding for this extended contract period 01/01/2014-12/31/2014 is not to exceed $61,928.00.

5. The funding for the total contract period 01/01/2011-12/31/2014 is not to exceed $247,712.00.
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 EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION.

Signature is required below.

=================================================================================================

APPROVAL AS TO PROGRAM:  
Anne Deacon, Human Services Program Manager  11/25/13  
Date

DEPARTMENT HEAD APPROVAL:  
Regina A. Delahunt, Health Department Director  11/25/13  
Date

APPROVAL AS TO FORM:  
Elizabeth L. Gallery, Civil Deputy Prosecutor  11/26/13  
Date

FOR WHATCOM COUNTY:

Jack Louws, County Executive  Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM )

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

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

My Commission expires:
FOR THE CONTRACTOR:

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this 25th day of NOVEMBER 2013, before me personally appeared
Ramon Barabba a person known to me to be the EXECUTOR 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: 7/1/2016
**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>Executive:</td>
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**TITLE OF DOCUMENT:** Contract between Whatcom County and Mt. Baker Foothills Chamber of Commerce

**ATTACHMENTS:** Contract, Memo, Information Sheet

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

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

**REQUESTED DATE:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

As allowed in RCW 67.28, Whatcom County will provide funding to Mt. Baker Foothills Chamber of Commerce for the promotion and operation of the Mt. Baker Foothills Visitor Information Center.

The contract amount is $80,000.

The term of the contract is January 1, 2014 through December 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.
### WHATCOM COUNTY CONTRACT
#### INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Linda Salas</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Mt. Baker Foothills Chamber of Commerce</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 yes, previous number(s):  

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

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

#### Is this contract the result of a RFP or Bid process?  
Yes ____ No x  If yes, RFP and Bid number(s)  
Cost Center:  

#### Is this contract excluded from E-Verify?  
No ____ Yes x  If no, include Attachment D Contractor Declaration  

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

#### Contract Amount (sum of orig contract amt and any prior amendments)  
$ 80,000  
This Amendment Amount:  
$  
Total Amended Amount:  
$  

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

To promote tourism in Whatcom County, thereby generating additional revenues to our community.  

#### Term of Contract: 12 months  
Expiration Date: 12/31/14  

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

#### [indicate date transmitted]  
Date 11/22/13 [electronic]  
Date 11/27/13 [electronic]  
Date 12/2/13 [electronic]  
Date [electronic]  
Date [electronic]  
Date 11/27/13  
Date Date  
Date  
Date  
Date  

#### Last Revised 1/19/14  
276
CONTRACT FOR SERVICES AGREEMENT
MT. BAKER FOOTHILLS CHAMBER OF COMMERCE

Mt. Baker Foothills Chamber of Commerce, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9.
Exhibit A (Scope of Work), pg. 9.
Exhibit B (Compensation), pp. 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 1st day of January, 2014, regardless the date of signature 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 support the Mt. Baker Foothills Chamber for expenses incurred in the operation of their Visitor Information Center, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $80,000. 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:

Mt. Baker Foothills Chamber of Commerce

______________________________
Bret VanLant, President

STATE OF WASHINGTON )
COUNTY OF _________________ ) ss.

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

______________________________
My commission expires ________________.

Notary Public in and for the State of Washington, residing at _________________.

Contract for Services Agreement
[Insert more specific appellation]
WHATCOM COUNTY:
Recommended for Approval:

Department Director Date

Approved as to form:

[Signature]
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By:

Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM

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

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

________________________ My commission expires ____________________.

CONTRACTOR INFORMATION:

Mt. Baker Foothills Chamber of Commerce

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

Contact Phone: 360-599-2200
Contact FAX: 360-599-3000
Contact Email: bret@mistymtrealty.com
GENERAL CONDITIONS

Series 30-39: Provisions Related to Administration of Agreement

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

11.1 Termination for Default: Not Applicable

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience: Not Applicable

Series 20-29: Provisions Related to Consideration and Payments

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

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality: Not Applicable

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

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

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.
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Professional Liability - $1,000,000 per occurrence: Not Applicable

Industrial Insurance Waiver: Not Applicable

Defense & Indemnity Agreement: Not Applicable

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.

Non-Discrimination in Client Services: Not Applicable

Waiver of Noncompetition: Not Applicable

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.

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

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

Insert here (name, job title, work address)

Notice: Not Applicable

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

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

E-Verify: Not Applicable

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes
Contract for Services Agreement
[Insert more specific appellation]
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 Office or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

d. Arbitration: Not Applicable

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
Whatcom County will provide support to Mt. Baker Foothills Chamber of Commerce for expenses incurred in the operation of their Visitor Information Center and their mission to promote tourism and overnight stays in Whatcom County. Funds will be used to support the Mt. Baker Foothills Chamber of Commerce in their daily operations of their Visitors Center. Facilities will be open on average 35-40 hours per week.

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

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

The estimated number of tourists, persons traveling over fifty miles to the destination, persons remaining at the destination overnight, and lodging stays generated per festival, special event or tourism-related facility owned or sponsored by a nonprofit organization or local jurisdiction.
EXHIBIT "B"
(COMPENSATION)

The Contract Number, set forth above, shall be included on all billings. The Mt Baker Foothills Chamber will provide Whatcom County with an invoice detailing expenses as allowed in Exhibit A (including receipts). Payment will be made as reimbursement only.

Allowable expenses include but are not limited to:

Rent
Utilities
Salaries
Payroll taxes
Health Insurance
Telephone service
Design, printing and distribution of promotional materials including the newsletter, Foothills Visitors guide & Foothills Business Guide
Promotions, marketing and advertising
Office supplies and maintenance
Bookkeeping expenses for Visitor Center activities
Postage costs
Email and Internet costs
Web Site Design and IT maintenance

Budget:

Salaries & benefits                        $60,368
Administration: supplies, copies, rent, janitor, IT, phone, taxes, etc.  $17,730
Marketing/Promotion:                        $ 1,902
                                            $80,000

Maximum consideration for this contract shall be $80,000.
**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>LG</td>
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</tr>
<tr>
<td>Executive:</td>
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</tr>
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</table>

**TITLE OF DOCUMENT:** Contract between Whatcom County and Christine Phelan, MA, CMHS, LMFT for mental health treatment services

**ATTACHMENTS:**
1. Memo to executive
2. Information Sheet
3. 2 copies of contract

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

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

**Requested Date:**

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

The purpose of this contract is to provide outpatient mental health treatment services to Whatcom County residents who have no other readily available source of funding to procure mental health services.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt
RE: Christine Phelan, MA, CMHS, LMFT, New Contract for Mental Health Services
DATE: November 21, 2013

Enclosed are two (2) originals of a contract between Whatcom County and Christine Phelan, MA, CMHS, LMFT for your review and signature.

- Background and Purpose

The purpose of this contract is to provide outpatient mental health treatment services to Whatcom County residents who have no other readily available source of funding to procure mental health services.

- Funding Amount and Source

The contract is funded by the Chemical Dependency/Mental Health Program Fund. The agreement establishes reimbursement rates for services provided to clients. Total compensation will vary depending on the number of services provided and will be authorized by the Health Department. Based on contractor performance on similar contracts in the past, it's estimated that this contract will be funded at approximately $20,000 per year and is included in the 2014 budget. County Council approval is required in case the level of service exceeds $20,000. An Agenda Bill is attached.

- Differences from Previous Contract

This is a new contract; however this provider has delivered these services under a previous contract. So far in 2013, Christine Phelan, MA, CMHS, LMFT has provided mental health treatment services to 48 clients.

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

Encl.
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Anne Deacon</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Christine Phelan, MA, CMHS, LMFT</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>Does contract require Council Approval?</td>
<td>Yes X No</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>Yes No</td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s)</td>
<td>CFDA #</td>
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<tr>
<td>Is this contract grant funded?</td>
<td>Yes No</td>
</tr>
<tr>
<td>If yes, associated Whatcom County grant contract number(s)</td>
<td></td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Contract</td>
</tr>
<tr>
<td>If yes, RFP and Bid number(s)</td>
<td>Cost Center: 124100</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 Govt's)
- Public Works - Local Agency/Federally Funded FHWA

**Summary of Scope:**

The purpose of this contract is to provide outpatient mental health treatment services to Whatcom County residents who have no other readily available source of funding to procure mental health services.

**Term of Contract:** 1 Year  
Expiration Date: 12/31/2014
CONTRACT FOR SERVICES AGREEMENT  
Mental Health Treatment Services

Christine Phelan, MA, CMHS, LMFT, 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 11,
- Exhibit B (Compensation), p. 12,
- Exhibit C (Certificate of Insurance), p. 13,

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, 2014.

The general purpose or objective of this Agreement is to: provide mental health treatment services, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall vary depending on County pre-authorizations. 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 21 day of November, 2013.

CONTRACTOR:

Christine Phelan, MA, CMHS, LMFT

STATE OF WASHINGTON
COUNTY OF Whatcom

On this 21st day of November, 2013, before me personally appeared CHRISTINE PHelan to me known to be the OWNER (title) of CHRISTINE PHelan (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 Bellingham, My commission expires 11/1/14.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager  11/18/13
Regina A. Delahunt, Department Director  11/22/13

Approved as to form:

Elizabeth L. Gallery, Civil Deputy Prosecuting Attorney  11/26/13

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  
) ss
COUNTY OF WHATCOM  

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

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

CONTRACTOR INFORMATION:

Christine Phelan, MA, CMHS, LMFT

Address:
1116 Key Street, #104
Bellingham, WA 98225

Mailing Address:
Same as above

Contact Name: Christine Phelan, MA, CMHS, LMFT
Contact Phone: 360 927-0600
Contact FAX: 360 715-1607
Contact Email: Christine@bellinghamtherapists.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 six years.

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.
Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

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

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Anne Deacon, Human Services Manager
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724, ext. #50677
adeacon@whatcomcounty.us

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

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

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

38.3 E-Verify: Not Applicable

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

HL_010114_Christine Phelan_Mental_Health_Treatment_Services
Policy Number: PHCP064345

Professional Liability Insurance Application

PHCP064345

1/10/2013

Effective Date: 1/11/2013

CPH and Associates
711 S. Dearborn Suite 205
Chicago, IL 60605
Telephone: 800-875-1911
Fax: 312-987-0902
Email: info@cphins.com

Personal Information

Full Name: Christine Phelan
Address: 1122 N. Garden St. Unit B Bellingham, Washington 98225
Address 2: Phone: 360-927-0600 Fax: 360-715-1607
Email: christine@bellinghamtherapist.com Are you a member in good standing? Yes
Occupation: Licensed Marriage & Family Therapist
Professional Association: AAMFT
Is this a renewal? Yes ☑ No □

Qualification Questions

1. Within the last 12 months, has any claim or suit been brought against you for alleged malpractice or professional liability, or are you aware of any incident or existing circumstances that might reasonably lead to a claim or suit? No

2. Within the last 12 months, have you been convicted of a misdemeanor or felony? No

3. Within the past 12 months, have you had your license, certification or registration suspended, revoked, or placed on probation by a licensing board, board of examiners, or any other governmental entity that regulates your profession? Have you received a citation or paid a fine as a result of a board proceeding? Have you surrendered, either voluntarily or otherwise, your license, certification, or registration? No

4. Within the past 12 months, have you been accused of sexual misconduct or any professional impropriety? No

5. Within the past 12 months, have any complaints been filed against you with a peer review committee or an ethics committee of a professional association, hospital, health care facility, or any other governmental or private entity? No

6. Do you know of any reason why you cannot comply with the legal, ethical, or professional standards set by law, by regulation, by a peer review committee or by an applicable code of ethics in any jurisdiction where you provide services? No

Optional Coverage

Landlord Covered: Yes

Landlord Name and Address:
Martin Koong, Yagoda LLC P.O. Box 2484 Vashon, WA 98070
1116 Key Street Bellingham, WA 98225

CPH TOP added: Yes

CPH TOP locations:
1) 1116 Key Street Bellingham, WA 98225
ALLIED HEALTHCARE PROFESSIONAL AND SUPPLEMENTAL LIABILITY RENEWAL DECLARATION

Attach this renewal declaration to your expiring policy

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<th>PHCP064345</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Christine Phelan</td>
</tr>
<tr>
<td>Address:</td>
<td>1122 N. Garden St. Unit B</td>
</tr>
<tr>
<td>Address 2:</td>
<td></td>
</tr>
<tr>
<td>City, State Zip:</td>
<td>Bellingham, Washington 98225</td>
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<tr>
<td>Affiliation:</td>
<td>AAMFT</td>
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<td>Professional Occupation:</td>
<td>Licensed Marriage &amp; Family Therapist</td>
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<tr>
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<td>1/1/2014</td>
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Ending at 12:01 a.m. Standard Time.

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<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual - Each Incident: $1,000,000.00</td>
<td></td>
<td>$104.55</td>
</tr>
<tr>
<td>Aggregate: $3,000,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Association, Partnership or Corporate - Each Incident: N/A</td>
<td>Aggregate: N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COVERAGE B - SUPPLEMENTAL LIABILITY COVERAGE</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual - Each Incident: $1,000,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggregate: $3,000,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GENERAL LIABILITY COVERAGE</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Incident: $1,000,000.00</td>
<td></td>
<td>$182.00</td>
</tr>
<tr>
<td>Aggregate: $3,000,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY COVERAGE</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Incident: $15,000</td>
<td></td>
<td>$150.00</td>
</tr>
<tr>
<td>Aggregate: $15,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Premium (including taxes): $436.55

Policy Forms & Endorsements:
PI-PHCP-02(07/10)

Policy Forms and Endorsement: The expiring policy forms, endorsements and limits of insurance apply to this renewal unless changes are shown on this Renewal Declaration.

Call the Administrator to Verify Claims History at 1-800-875-1911

Jamie Maguire, Authorized Representative

State Endorsement(s) made a part of this policy at the time of issue: refer to www.cphins.com
Eligibility and Discounts

Qualified for Risk Management Discount: Yes
Qualified for First Year Discount: No
Qualified for Second Year Discount: No

Eligibility Information:

Please read the information below to see if you qualify for these discounts. Please note that no combination of discounts can equal more than 50% of the annual premium. If you qualify, you must claim discounts when you submit your application. Refunds will not be awarded for discounts requested later.

To be eligible for the Risk Management Discount, you must have completed at least 4 Continuing Education Units or the minimum number of Continuing Education Units required by your state for license renewal; the course must have been completed within 24 months of your policy effective date. Examples of courses included Patient Communications, Documentation, Informed Consent, Confidentiality of Records, Litigation, and Other Legal Issues. Those in the Interns Post-Masters/Post-Doctoral under supervision and Psych Assistant/Associate categories do not qualify for this discount.

NOTE: This discount is for the very first time that you are licensed. You do not qualify for this discount if you already hold a similar license or were previously licensed or certified in another state.

Premium Information

Effective Date: 1/1/2013

Category: Category B
11-20 weekly self-employed client contact hours

Option: Option 1
Each Occurrence $1,000,000.00
Aggregate $3,000,000.00
Supplemental $3,000,000.00

Premium: $123.00
Optionally Covered: $0.00
Internet Discount: $6.15
Other Discounts: $12.30
CPH TOP: $332.00

Sub Total: $436.55
Tax: $0.00
Allied Healthcare Providers Association Risk Purchasing Group $10.00
Fee: Grand Total Charged: $446.55

Fraud Notice

FRAUD NOTICE - As Applicable Under Your State Law.

WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AND APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACTUAL MATERIAL THERETO COMMTS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACTUAL MATERIAL THERETO COMMTS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE
## Exhibit "D"
(Mental Health Reimbursement Rates)

<table>
<thead>
<tr>
<th>CPT/Billing Code</th>
<th>Psychiatrist</th>
<th>Mid-level Provider</th>
<th>Licensed MH Professional</th>
<th>BA Level Clinician</th>
</tr>
</thead>
<tbody>
<tr>
<td>90801 – Intake Assessment</td>
<td>N/A</td>
<td>N/A</td>
<td>$115</td>
<td>N/A</td>
</tr>
<tr>
<td>90807 – Initial Medication Evaluation</td>
<td>$200</td>
<td>$140</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>90804 – Brief Therapy Session (20 minutes minimum)</td>
<td>N/A</td>
<td>N/A</td>
<td>$45</td>
<td>N/A</td>
</tr>
<tr>
<td>90806/90847 – Full Therapy Session (45 minutes minimum)</td>
<td>N/A</td>
<td>N/A</td>
<td>$90</td>
<td>N/A</td>
</tr>
<tr>
<td>90853 – Group Therapy</td>
<td>N/A</td>
<td>N/A</td>
<td>$35/hour</td>
<td>N/A</td>
</tr>
<tr>
<td>90862 – Medication Management (20 minutes minimum)</td>
<td>$90</td>
<td>$64</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>CM – Case Management (Billed in 15-minute increments)</td>
<td>N/A</td>
<td>N/A</td>
<td>$80/hour</td>
<td>$80/hour</td>
</tr>
</tbody>
</table>
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES  Initial  Date  Date Received in Council Office  Agenda Date  Assigned to:
Originator:  WJ  11/26/13
Division Head:  11/24/13
Dept. Head:  11/24/13
Prosecutor:  
Purchasing/Budget:  BE  12/2/13
Executive:  B

TITLE OF DOCUMENT:
Aramark Correctional Services, LLC Operating Agreement - Commissary

ATTACHMENTS:
Memorandum to Jack Louws
Operating Agreement – Commissary

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

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Aramark Correctional Services, LLC was awarded the bid for Jail Commissary Services. Aramark has the exclusive right to provide commissary services for inmates at the Whatcom County Jail and Work Center. Aramark agrees to provide a large selection of food, candy and non-alcoholic beverages, health and drug items and general merchandise, including quality brand name products, all of which shall be subject to the approval of the County.

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
RE: Contract for Jail Commissary Services with Aramark Correctional Services, LLC
DATE: November 26, 2013

Enclosed are two (2) original of a Contract for Jail Commissary Services between the Whatcom County Jail and Aramark Correctional Services, LLC for your review and signature.

- Background and Purpose
  This contract will provide for Jail Commissary Services for the main Jail and the Work Center. Aramark was selected as the Commissary vendor as the result of an RFP process that occurred in June and July of this year. This contract will run from January 1, 2014 through December 31, 2014 and be eligible for up to four (4) renewals. Aramark has provided Commissary for Whatcom County Corrections since this service was outsourced in 2001.

- Funding Amount and Source
  This contract is a net revenue contract. The sole expenditures are for indigent hygiene items for offender with no funds, and that cost is deducted from the revenues generated from commissary sales. Revenues are recorded in account 118000.4341.7004.

- Differences from Previous Contract
  This contract has the following changes:
  - An increase in the commission rate from 28% to 38%.
  - An increase in the guaranteed annual minimum commission payment from $90,000 to $140,000.00

Please contact Wendy Jones at extension 50470, if you have any questions or concerns regarding the terms of this agreement.

Enclosures (2)
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Whatcom County Sheriff's Office/Corrections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Wendy Jones, Chief</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Aramark Correctional Services, LLC</td>
</tr>
<tr>
<td>Is this a New Contract?</td>
<td>If not, is this an Amendment or Renewal to an Existing Contract? Yes ☐ No ☐</td>
</tr>
<tr>
<td>Yes ☑ No ☐</td>
<td>If Amendment or Renewal, Original Contract #</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 ☑</td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s)</td>
<td>CFDA #</td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes ☐ No ☑</td>
</tr>
<tr>
<td>If yes, associated Whatcom County grant contract number(s)</td>
<td></td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Contract</td>
</tr>
<tr>
<td>Yes ☑ No ☐</td>
<td>If yes, RFP and Bid number(s)13-48</td>
</tr>
<tr>
<td>Cost Center: 118150.6630</td>
<td></td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>Yes ☑</td>
</tr>
<tr>
<td>If yes, include Attachment D Contractor Declaration form.</td>
<td></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>☐ Contract work is for less than 120 days</td>
</tr>
<tr>
<td>☐ Contract work is for less than $100,000.</td>
<td>☐ Contract for Commercial off the shelf items (COTS)</td>
</tr>
<tr>
<td>☑ Contract work is all performed outside U.S.</td>
<td>☐ Work related subcontract less than $25,000.</td>
</tr>
<tr>
<td>☐ Interlocal Agreement (between Govt’s)</td>
<td>☐ Public Works - Local Agency/Federally Funded FHWA</td>
</tr>
<tr>
<td>Contract Amount:(sum of original contract amount and any prior amendments)</td>
<td></td>
</tr>
<tr>
<td>$28% commission (Prior Contract)</td>
<td></td>
</tr>
<tr>
<td>This Amendment Amount:</td>
<td></td>
</tr>
<tr>
<td>$10% increase on commission for New Contract</td>
<td></td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td></td>
</tr>
<tr>
<td>$38% commission paid to County on Net Sales</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 $20,000.</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>Summary of Scope: Aramark Correctional Services, LLC was awarded the bid for Jail Commissary Services. Aramark agrees to provide a large selection of food, candy and non-alcoholic beverages, health and drug items and general merchandise, including quality brand name products, all of which shall be subject to the approval of the County.</td>
<td></td>
</tr>
<tr>
<td>Term of Contract: 1 year</td>
<td>Expiration Date: 12/31/14</td>
</tr>
</tbody>
</table>

**Contract Routing Steps & Signoff**

<table>
<thead>
<tr>
<th>1. Prepared by:</th>
<th>Sign or Initial</th>
<th>Indicate date transmitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Attorney reviewed:</td>
<td>WJ</td>
<td>Date: 11/26/13</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>Date: 12/2/13</td>
<td></td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>Date: 11/26/13</td>
<td></td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td>Date: 11/27/13</td>
<td></td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>
OPERATING AGREEMENT – COMMISSARY SERVICES

This OPERATING AGREEMENT (the “Agreement”) is made as of __________, 2013 between the County of Whatcom, with offices at 311 Grand Ave., Bellingham, WA 98225 (the “County”), and ARAMARK Correctional Services, LLC, a Delaware limited liability company, having a place of business at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 191907 (“ARAMARK”).

WITNESSETH:

GRANT: The County hereby grants to ARAMARK the exclusive right to provide commissary service (excluding vending machine operation) for its inmates, staff and visitors at the Whatcom County Jail located at 311 Grand Ave., Bellingham, WA 98225 and the Whatcom County Sheriff’s Office Work Center, located at 2030 Division St. Bellingham, WA 98226 (known collectively as the “Facilities”). ARAMARK hereby agrees to furnish a large selection of food, candy and non-alcoholic beverages, health and drug items, and general merchandise, including quality brand name products (known collectively as the “Products”), all of which shall be subject to the approval of the County. The County hereby approves the list of Products put forth on Exhibit A, attached. In addition, ARAMARK shall also provide the Products listed in Exhibit B, attached, to indigent inmates (the “Indigent Products”).

1. OPERATIONAL RESPONSIBILITIES:

A. FACILITIES AND EQUIPMENT: The County shall at its expense provide ARAMARK with adequate preparation kitchen facilities at the Facilities completely equipped and ready to operate, together with such heat, refrigeration and utilities services as may be reasonably required for the efficient performance of the Agreement.

The County shall, at its expense, provide ARAMARK with adequate office and storage facilities at the Facilities completely equipped and ready to operate together with such heat, and utilities services as may be reasonably required for the efficient performance of the Services. ARAMARK shall be responsible for long distance telephone service. ARAMARK shall install such computer hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to ARAMARK’s CORE® commissary management information systems (the “CORE® System”) as necessary to support ARAMARK’s commissary operations. This installation will be done in coordination with the Whatcom County Information Technology (IT) Department. ARAMARK shall remove all of their Computer Equipment upon the expiration or termination of this Agreement. The CORE® System is and shall at all times be owned by ARAMARK, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the CORE® System at the Facilities shall immediately cease upon the expiration or termination of this Agreement. PROVIDED that if this agreement terminates for any reason, ARAMARK shall work with the County to transfer all inmate financial information, both current and archived, to
the County. ARAMARK shall be responsible to support and maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement, except as noted above. To the extent that it is necessary for ARAMARK’s or the County’s employees to be trained to use the CORE® System, ARAMARK shall provide such training, provided that ARAMARK shall have no other training obligations hereunder.

The County shall furnish building maintenance services for the Facilities and shall provide preventive maintenance and equipment repairs and replacements for the County owned equipment.

The County shall run such cable and wiring, and shall perform such systems integration, as necessary to enable the CORE System to support ARAMARK’s commissary operations PROVIDED that ARAMARK technicians will work with the County IT department to determine and agree upon those technical requirements and installation schedule. In the event the County changes any third party vendor whose service interacts with the CORE System (such as its telephone or internet service provider), any costs associated with CORE System customization or code changes will be borne by the County PROVIDED that ARAMARK will work with the 3rd party vendor known as “SPILLMAN” to develop the interface needed to integrate the SPILLMAN Records Management System with the CORE system, at no cost to the County, as specified in the RFP.

In addition, should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from ARAMARK to do so, ARAMARK may, in its discretion and at its option, choose to provide, and bill the County for, such equipment, repair, maintenance and replacement services or supplies. In that event, the County shall pay for such equipment, repair, maintenance and replacement services or supplies at the prices billed by ARAMARK. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market, PROVIDED that notice must be received by the County a minimum of 15 business days prior to such action. Notwithstanding the foregoing, to the extent that the equipment item needing repair, replacement or maintenance is deemed by ARAMARK in its reasonable discretion, integral to the commissary operation, such 15 day notice period shall be waived by the County.

B. PRODUCT DELIVERY: ARAMARK personnel shall transport such Products ordered by inmates to inmates. Facilities personnel shall facilitate ARAMARK’s ability to access inmates in their housing units. ARAMARK personnel shall be responsible to deliver Products returned by inmates to its commissary facility, in a timely manner.

C. FORCE MAJEURE: In the event of Force Majeure, the County shall assist ARAMARK by permitting reasonable variations in ARAMARK’s Product offerings and service methods. However, ARAMARK shall not be relieved of its responsibility to provide commissary service under the terms of this agreement, unless specifically relieved by the County due to a specific event. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term “Force Majeure” means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of
the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

D. PRODUCTS: ARAMARK will purchase and pay for all Products utilized in the commissary service operation. Products shall be the property of ARAMARK. No tobacco products or produces containing Ethanol will be included in the Product list for sale to inmates or stored on-site at either any of the County Corrections facilities.

E. SANITATION: ARAMARK shall be responsible for janitorial service in the commissary areas under ARAMARK’s control, including the kitchen when it is used for the preparation of cooked/heated commissary products, and the County shall provide janitorial services for the remainder of the Facilities. The County shall be responsible for extermination services and the removal of trash and garbage from the commissary service areas; provided that ARAMARK personnel shall supervise inmate workers who will transport the trash from the commissary area to the facilities’ secure trash dumpsters.

F. PERSONNEL: ARAMARK shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, expert administrative, purchasing, equipment consulting and personnel advice and supervision related to commissary services. The County shall provide inmate workers for commissary services. The number of inmates required shall be determined by the County liaison and ARAMARK’s district manager prior to the commencement of operations. Such inmates shall be assigned duties in the commissary operation that may include Product packaging and storeroom functions.

ARAMARK understands that while its employees are not responsible for physical security within the Facilities, part of their duties include supervising offenders on the floor at all times. This includes, but is not limited to: making sure that commissary food products are not tampered with, notes are not placed with commissary items, and that commissary items are not taken by the inmate workers assisting with filling orders and/or delivery of product. Further, ARAMARK commissary employees understand that they are to report any problematic inmate worker behavior to their supervisor and the Corrections Shift Sergeant. Included in the training provided by ARAMARK for their employees will be, at minimum, the following: Security policies for the Whatcom County Jail and Work Center, ARAMARK Security Policies, and recognition, understanding and appropriate responses to offender manipulation (listed as the H.O.M.E training in the bid documents).

The County agrees to supply ARAMARK with radios to use within the facilities. The Kitchen, commissary and hallway areas have limited security cameras which are intermittently monitored in Central Control, and Deputies will provide immediate response when notified by ARAMARK staff via radio or an emergency button of a problem or the need for assistance. The County does not provide a continuous Deputy presence within the confines of the kitchen, laundry or hallways of either Facility.

The County acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in systems, procedures, methods, forms, reports,
formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK’s manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK’s supervisory employees. Therefore, the County agrees that supervisory employees of ARAMARK shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit supervisory employees of ARAMARK to be employed on the County’s premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County’s premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to ARAMARK, and ARAMARK shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each ARAMARK supervisory employee hired by the County or allowed to work on the County’s premises in violation of the terms of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. The County retains the right to require all new employees be approved for jail access in advance of their first day of work, provided that every effort will be made on the County’s part to expedite such approval. The County also retains the right to deny access to the jail/work center for any new or current ARAMARK employee if, in the judgment of the County, allowing the employee access to the facilities would constitute a danger to the safety, health, and/or security of the facilities. In the event that facilities access was denied, ARAMARK would be free to choose to take, or decline to take, personnel action against the employee.

G. NO GUARANTEE OF EMPLOYMENT: The performance of all or part of this contract by ARAMARK shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of ARAMARK or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

H. EQUAL EMPLOYMENT OPPORTUNITY: ARAMARK and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical, veterans status or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, ARAMARK agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

I. INSURANCE and INDEMNIFICATION: ARAMARK shall provide a Certificate of Insurance, including necessary blanket additional insured endorsements, which

Operating Agreement – Commissary Services
Whatcom County and Aramark
shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums and coverage:

1. Worker's Compensation insurance as required by law.

2. Property Damage per occurrence - $500,000.00.

3. Comprehensive General Liability & Property Damage for bodily injury- $1,000,000.00, to include, but not limited to the following: premises/operation; personal injury; products/completed operation, contractual liability with a combined single limit for bodily injury and property damage of $1,000,000.00.

4. General Aggregate: $2,000,000.00

5. The Certificate of Insurance must provide proof of the following: The Certificate must identify and name Whatcom County, its elected officers and employees, as an additional insured on the General Liability policy. This insurance shall be considered as primary. Any insurance coverage (additional insured or otherwise) that ARAMARK provides for the additional insureds shall only cover insured liability assumed by ARAMARK in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the additional insureds and shall waive all rights of subrogation. The County insurance shall be noncontributory.

Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

The County and ARAMARK waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

ARAMARK 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, caused by the negligence of ARAMARK, its subcontractors, its successor or assigns, or its agents, servants, or employees, , and not any injury or damage as shall have been occasioned by the negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of ARAMARK, 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 ARAMARK, 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.

Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate fully with the other party in the investigation, defense and settlement of such claim. The indemnifying party shall have the sole discretion to defend and settle such claims.

J. HAZARDOUS SUBSTANCES; PRE-EXISTING CONDITIONS: ARAMARK has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, toxic mold, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facilities or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County’s premises. The County will inform ARAMARK of the presence of such Hazardous Substances and acknowledges that ARAMARK employees will not be required to work in any location where they could be exposed to such Hazardous Substances. ARAMARK has advised the County that it does not provide or assume any responsibility to remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. ARAMARK personnel will notify the County in those instances where it has actual knowledge of the presence of or other hazardous substances. In no case will any ARAMARK employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

ARAMARK will not be responsible for any conditions that existed in, on, or upon the Facilities before the commencement date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. The County shall indemnify and hold harmless ARAMARK, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facilities or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facilities, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of ARAMARK, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

K. COMPLIANCE WITH LAWS: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to
their activities hereunder. The County shall provide reasonable and adequate physical security at all times for ARAMARK employees, suppliers, management and other authorized visitors.

L. RETURN OF EQUIPMENT: ARAMARK shall return to the County at the expiration or on any termination of this Agreement the commissary service areas and all equipment furnished by the County in the condition in which received, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of ARAMARK without negligence on the part of ARAMARK or its employees.

M. LICENSE, FEES, PERMITS, AND TAXES: ARAMARK shall secure and pay for all federal, state and local licenses, permits and fees required for the commissary services operation. ARAMARK, as the commissary services retailer, shall be responsible for the collection and remittance of all applicable sales, use, excise and state and local business and income taxes attributable to the commissary operation and the sales of Products.

2. FINANCIAL ARRANGEMENTS:

A. COMMISSARY SERVICES: ARAMARK shall process orders for Products from inmates in accordance with ARAMARK's standard procedures. The County shall be responsible to collect, record and make disbursements from inmate commissary accounts for purchases of such Products; provided, however, that ARAMARK shall have access to each inmate account solely for the purpose of verifying that there are sufficient funds in such account to cover a Product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto. ARAMARK and the County may elect to alter the procedures used to debit the inmate commissary account as the CORE system is put into place in the County. Those procedures will be revised and authorized upon mutual agreement of both parties prior to such changes being instituted.

ARAMARK shall determine the prices at which Products shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, ARAMARK may increase its prices to recover such increased costs. Additionally, ARAMARK may, at its discretion perform a price audit to compare the prices at which it sells the Products contemplated by this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community ("Comparable Retail Values"). In the event that any of ARAMARK’s prices are below the Comparable Retail Values, the parties shall agree to increase such prices under this Agreement to reflect the Comparable Retail Values. PROVIDED that written notification is made to the County ten (10) working days prior to instituting the increase. ARAMARK shall submit to the County on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by ARAMARK during such week, if any. The term "Gross Sales" shall mean total commissary sales (including, but not limited to, all Product sales, including iCare, Connect Mobile, and Fresh Favorites, sales of stamps and pre-stamped envelopes, and Indigent Product sales) plus any sales or use taxes. For
purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the inmate, and the Product is not returned. For purposes of this Agreement, all sales are final and no returns will be honored unless the inmate who ordered a Product refuses delivery of such Product at the time such Product is delivered or unless an inmate is released prior to such delivery, and fails to claim such Product within seventy-two (72) hours after release.

ARAMARK will sell Indigent Products to Indigent inmates. Prices for Indigent Produce are included in Exhibit B, attached. ARAMARK will, on each day they sell Indigent Products, FAX a copy of the sales list to the County’s designee so that attempts may be made to re-coup costs from the inmate’s trust fund account. In the event ARAMARK fails to FAX the list to the designee on the day of sales, and inmate(s) on the list is/are released with funds prior to the list being FAX’d, ARAMARK will be responsible for the cost of the Indigent Products.

B. **COMMISSARY COMMISSIONS:** ARAMARK shall pay to the County a commission in an amount equal to Thirty-Eight percent (38%) of Net Sales of all Products Net Sales for purposes of this agreement shall mean total Gross sales of all commissary items, including ICare, Connect Mobile, and Fresh Favorites, less sales and use taxes, stamps and pre-stamped envelopes, Indigent Products, and authorized returns. ARAMARK guarantees that the annual commission amount paid to the County shall be no less than $140,000 per year, regardless of the amount of Product sales. If the total annual Product sales results in a commission amount in excess of $140,000, ARAMARK shall utilize the 38% commission rate to calculate the amount in excess of $140,000 owed to the County. Payment of the commission to the County will be as described in section 3. At the end of the year, ARAMARK will review the total amount of commission paid to the County. If there remains any amount owing to the County for the guaranteed minimum commissary amount, ARAMARK shall deliver a check to the County within fifteen (15) days after the end of each year with any balance owing. . .

C. **ADDITIONAL SERVICES:** Food, beverage and other services required by the Facilities outside the scope of this Agreement shall be provided by ARAMARK upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

D. **FRESH FAVORITES.** ARAMARK shall implement its Fresh Favorites program. Fresh Favorites shall be considered as “Product” for purposes of Gross and Net sales of commissary items and included in the calculations used to determine commission payments to the County. ARAMARK shall determine the prices at which Fresh Favorites items shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, ARAMARK may increase its Fresh Favorites prices to recover such increased costs. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when a Fresh Favorite item purchased by an inmate is delivered.

E. **iCARE:** ARAMARK shall implement its iCare program at the Facility. Items sold as part of the iCare program shall be considered as “Product” for purposes of Gross and Net Sales of commissary items and included in the calculations used to determine commission
payments to the County. ARAMARK shall determine the prices at which iCare items shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, ARAMARK may increase its iCare prices to recover such increased costs. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when an iCare item purchased is delivered to the inmate.

F. MOBILE CONNECT: ARAMARK shall continue its Mobile Connect service at the Facilities. Items sold as part of the Mobile Connect program shall be considered as “Product” for purposes of Gross and Net Sales of commissary items and included in the calculations used to determine commission payments to the County.

3. ACCOUNTING:

A. MANNER OF PAYMENT: ARAMARK shall bill the County on a weekly basis for Gross Sales made during the immediately preceding week, together with any additional services provided during such week. Additionally, ARAMARK will submit a commission invoice at the same time as the bill, showing the commission amount on the Product sales as described in 2(B). The amount of the commission to be paid to the County will be deducted from the Gross Sales bill and the balance of the bill paid to ARAMARK. Payment shall be made by check payable to ARAMARK Correctional Services LLC within thirty (30) days after the invoice date. Such payments shall be sent to:

ARAMARK Correctional Services, LLC
P.O. Box 406019
Atlanta, Georgia 30384-6019

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 1 hereof.) If any invoices are not paid within forty-five (45) days of the invoice date, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid. The term “Prime Interest Rate” shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each ARAMARK accounting period.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within thirty (30) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs.

ARAMARK shall provide the County with a comprehensive monthly summary of Gross Sales, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

Operating Agreement - Commissary Services
Whatcom County and Aramark
4. **MATERIAL ADVERSE CHANGE:** The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK's control, including, but not limited to, a change in the scope of ARAMARK's services; menu changes; a substantial decrease in the Facilities’ inmate population or the availability of inmate labor; efforts to organize labor; increases in fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations or other unforeseen external market conditions outside ARAMARK’s control, then ARAMARK shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK's commission, modifications to Product offerings, changes to Product pricing or modifications to ARAMARK's scope of services.

5. **PHONE SERVICE PROVIDERS:** In the event that there is a change in the phone service provider used at the Facilities or in the process by which phone cards or phone time is sold to inmates, the County shall be responsible for the cost or shall cause the phone service provider to be responsible for the cost of the following: (1) any software development required by the change; (2) system integration; (3) use of ARAMARK hardware and software to sell phone service; and (4) any other cost incurred by ARAMARK, including but not limited to increased costs for labor, handling, and reporting.

6. **ACCESS AND RECORDS:** ARAMARK will maintain accurate books and records in connection with commissary service operations and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1, through September 30). Books and records connected to the Commissary service operations shall be available for audit by the County or State of Washington at any time.

7. **TERM OF AGREEMENT:** The initial term of this Agreement shall commence on January 1, 2014, and shall continue through December 31, 2014. By mutual agreement, the term of this Agreement may be renewed for five (5) additional years, for a total of 6 years.

8. **TERMINATION:**

   A. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days notice to the other party.

   B. **TERMINATION FOR DEFAULT:** Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.
C. CONSEQUENCES OF TERMINATION: If this Agreement is terminated under any circumstances, the County shall pay ARAMARK for all commissary, and other services, provided by ARAMARK to and including the date of termination, at the rates and within the payment periods set forth in this Agreement. The County’s obligation to pay for commissary services provided shall survive the termination or expiration of this Agreement.

9. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

10. CONFLICTS OF INTEREST: ARAMARK covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

11. CONFIDENTIAL INFORMATION: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in ARAMARK's business (collectively, the “ARAMARK Proprietary Information”) are and shall remain confidential and the sole property of ARAMARK and constitute trade secrets of ARAMARK. The County shall keep all ARAMARK Proprietary Information confidential and shall use the ARAMARK Proprietary Information only for the purpose of fulfilling the terms of this Agreement. PROVIDED that information provided the County in ARAMARKS bid documents as the result of the RFP for these services became the property of the County and, as such, falls under the Public Records Act of Washington State. As such any information contained within the bid documents is subject to release to any public or private person/entity. Notwithstanding the foregoing, to the extent the County receives a Public Records request for ARAMARK’s bid documents, prior to disclosing any such information, County shall advise ARAMARK of such request and provide ARAMARK with an opportunity to explain why such information should be exempt from disclosure pursuant to the Public Records Act of Washington State.

ARAMARK, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by ARAMARK 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. ARAMARK shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. ARAMARK 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 ARAMARK’s breach of this provision.

Operating Agreement –Commissary Services
Whatcom County and Aramark
12. **ASSIGNMENT:** ARAMARK may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that ARAMARK may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, ARAMARK.

13. **PRESS RELATIONS:** ARAMARK shall coordinate with the County Sheriff's Office on any and all press or media releases concerning services for the Whatcom County Jail and/or Work Center.

14. **INDEPENDENT CONTRACTOR:** ARAMARKS services shall be furnished by ARAMARK 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 ARAMARK as an independent contractor.

ARAMARK acknowledges that the entire compensation for this Agreement is specified as described herein this contract and that ARAMARK 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. ARAMARK 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.

15. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement and understanding between the County and ARAMARK and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and ARAMARK.

16. **SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

17. **WAIVER:** The failure of ARAMARK or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

ARAMARK Correctional Services, LLC

Mark R. Adams, Vice President Finance

Approved as to Form:

Prosecuting Attorney  11/26/13

WHATCOM COUNTY
Recommended for Approval

Sheriff:  11/26/13

Approved for Whatcom County:

BY:________________________

Jack Louws, Whatcom County Executive

STATE OF WASHINGTON

COUNTY OF WHATCOM

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

NOTARY PUBLIC in an for the State of Washington, residing at ______________________

My Commission expires ____________________

CONTRACTOR INFORMATION:
ARAMARK Correctional Services, LLC

Address:
Aramark Tower
1101 Market Street
Philadelphia, PA 19107
Attn: Kristin Blackman

Contact Name:  Mark Williamson, District Manager
Contact Phone: (206) 799-2909
Contact Fax:  (206) 860-4273
Contact Email: Williamson-mark@aramark.com

Operating Agreement – Commissary Services
Whatcom County and Aramark
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Exhibit B

Indigent Kit  $2.69 each

Writing Paper - 4 Sheets
Golf Pencil – 1 ea
3 oz Shampoo & Cond. – 2 ea
.6 oz Tooth Paste – 1 ea
Stamped Envelopes 2 ea

We deliver a toothbrush once a month @ $.49 each
 Joint Lease Agreement between Port of Bellingham, City of Bellingham and Whatcom County for the purposes of housing an Emergency Operations Center.

<table>
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<tr>
<th>SEPA review required?</th>
<th>Yes</th>
<th>No</th>
<th>Should Clerk schedule a hearing?</th>
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<th>No</th>
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<td>SEPA review completed?</td>
<td>Yes</td>
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<table>
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<tr>
<th>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.)</th>
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<tbody>
<tr>
<td>Request authorization for the Executive to enter into a joint lease agreement with the City of Bellingham and the Port of Bellingham for the purposes of opening an Emergency Operations Center.</td>
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<table>
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<th>COMMITTEE ACTION:</th>
<th>COUNCIL ACTION:</th>
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<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.
# WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office</th>
</tr>
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<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>County Executive Designee</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Port of Bellingham</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) _______________________

If yes, associated Whatcom County grant contract number(s) _______________________

**Is this contract the result of a RFP or Bid process?** Contract ☐ Cost Center ☐

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.
- [x] Work related subcontract less than $25,000.
- [ ] Public Works - Local Agency/Federally Funded FHWA

- [ ] Interlocal Agreement (between Gov'ts)

**Contract Amount:** (sum of original contract amount and any prior amendments)

$100,000

This Amendment Amount: $

Total Amended Amount: $

**Summary of Scope:** Lease agreement for the provision of an Emergency Operations Center located at the Airport Industrial Park.

**Term of Contract:** 10 Years

**Expiration Date:** 12-31-23

### Contract Routing Steps & Signoff

<table>
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<th>Step</th>
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<tr>
<td>1. Prepared by:</td>
<td>Date:</td>
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<tr>
<td>2. Attorney reviewed:</td>
<td>Date: 12-2-13</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>Date: (See above)</td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td>Date:</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td>Date:</td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>Date:</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td>Date: 12-2-13</td>
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<tr>
<td>8. Submitted to Exec Office:</td>
<td>Date:</td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td>Date:</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td>Date:</td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td>Date:</td>
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</table>

Last Edited 7/24/13

315
MEMO:

TO: Whatcom County Council

DATE: November 25, 2013

FROM: Jack Louws, County Executive

RE: Joint Lease Agreement for the purposes of opening an Emergency Operations Center (EOC)

Background and Purpose:
Earlier this year, local representatives from the Executive’s Office, City and County Emergency Management, fire and police agencies, and the Port of Bellingham developed a joint work committee to discuss the facility deficiencies and our local ability to adequately respond and recover from a natural or man-made disaster. The most critical deficiency in the county was the lack of a functional emergency operations center, or EOC. Our current ability to quickly assemble an EOC is hampered by locating adequate space that could properly function as an EOC for local, state and federal responders. Current identified locations include various small conference rooms, spread throughout the County. These limited options would easily be overwhelmed by potential disasters. The County experienced such deficiencies during the pipeline rupture/fire in 1999, the county-wide flooding in 2009, and the Port of Bellingham’s marina fire in 2012.

The County and other responders experienced the benefits of an appropriate EOC facility during the 2010 Winter Olympics with the creation of the Olympic Coordination Center (OCC). The center proved to be an effective facility which enabled local, state, and federal entities to collaborate on emergency incidents and planned events, such as joint exercises and training for large groups. The Federal government made a substantial investment in the OCC property for use as an Emergency Operations Center. Following the Olympic Games they abandoned the building and left the investment within the Port owned building.

The Port of Bellingham owns the OCC facility located in a portion of the building at the Airport Industrial Park. The County, the Port and the City desire to co-locate and utilize the facility as an Emergency Operations Center for unified emergency operations. The
three Parties will partner on a 10 year lease and Interlocal agreement to share the space and the cost for the facility previously housing the OCC.

Together the parties will develop collaborative uses for the building, including fire response, law enforcement response, emergency communications, 911 call receiving and consolidated public safety dispatch, emergency operations, and their ancillary public safety activities. Initial phase of this collaboration is the relocation of the County’s Division of Emergency Management and the City of Bellingham’s Emergency Management operations to the EOC. The Partners are working with major industrial operations in our county (oil refineries and shipping companies) to provide use of the space for exercises, training and emergency response. The County and City together with What-Comm will analyze and plan for the co-location of all emergency communication centers. This work will proceed during the next budget biennium with projected completion and implementation in 36-48 months.

Funding Amount and Source:
The term of this Agreement shall be for ten (10) years beginning January 1, 2014; provided, however, the County and the City shall have the right to terminate this Agreement prior to the end of the fourth year by providing not less than six months written notice. For the first three years of the agreement the County and the City shall each pay $67,106 per year. Thereafter, and throughout the initial term the Use Payment shall escalate annually using the Consumer Price Index (CPI) not to exceed 3% annually. The County and City shall have the right to renew this agreement for two additional consecutive 10 year periods.

The Port, the County, and the City shall share equally in 1/3 shares of any roof repair or replacement during the term of the lease. The County and City shall be responsible for all maintenance and repair of the facility and all improvements thereon and all utilities and services required for their use of the facility. The Port shall be responsible for any structural repairs, such as foundations, walls and floor structures. The lease includes provisions for substantial and adjacent parking made available during major events.

The County and the City retain a right to purchase the building during the term of this agreement based on terms described in the lease. The County will provide the lease and utility costs through the Non-Departmental budget of the General Fund.
INTERLOCAL AGREEMENT
FOR THE
EXCLUSIVE USE OF THE
SPECIAL PURPOSE FACILITY
AT THE
AIRPORT INDUSTRIAL PARK

This INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this
day of December, 2013, by and between the PORT OF BELLINGHAM, a municipal
corporation (the "Port"), the CITY OF BELLINGHAM, a Washington City, and WHATCOM
COUNTY, a Washington county. The City of Bellingham and Whatcom County are collectively
referred to herein as the "Users."

WHEREAS, the Port owns the Special Purpose Facility located in a portion of a building
located at the Airport Industrial Park that is depicted on Exhibit "A" (the "SPF");

WHEREAS, the SPF has previously been used by the federal government as an
emergency operations center for the 2010 Winter Olympics and therefore is configured for use
as an emergency operations center;

WHEREAS, the Users have statutory responsibilities to manage emergency responses
within their respective jurisdictions;

WHEREAS, the Port, City and County partnership reflects the community interest; and

WHEREAS, the Users desire to utilize the SPF as an emergency operations center for
their respective emergency operations; and

WHEREAS, the Port is obligated to ensure that the use of the SPF is consistent with the
Grant Assurances for Airport Sponsors as contained in the Code of Federal Regulations.

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

1. PREMISES: The Port does hereby grant to the Users, jointly and severally, the exclusive
use and possession of that portion of the building comprising the SPF portion of the building and
associated improvements (the "Improvements") and the underlying real property described as
Lease #25 of the Bellingham International Airport Binding Site Plan described in Exhibit "A"
(the Improvements and the real property are collectively the "Premises"). The Premises consist
of an agreed exclusive use area of approximately 24,854 square feet in the SPF building and
associated exterior spaces designated by Port as depicted on Exhibit "A" (the "Agreed Exclusive
Use Area").

2. TERM: The term of this Agreement ("Term") shall be for ten (10) years beginning
January 1, 2014 ("Commencement Date"), provided, however, the Users shall have the right to

INTERLOCAL AGREEMENT FOR THE
USE OF THE SPECIAL PURPOSE FACILITY
PAGE - 1
terminate this Agreement up to the end of the fourth year of the initial term of this Agreement by providing not less than six (6) months prior written notice to the Port of the Users intent to terminate this Agreement.

2.1 If the Users take possession of the Premises before the Commencement Date, it is understood and agreed that there shall be no Use Payment charged to allow the Users to prepare the Premises for occupancy; provided, however, the Users shall pay all utilities and services and any other costs associated with early possession. This Agreement shall be in full force and effect should the Users take possession before the Commencement Date.

2.2. Subject to the terms and conditions herein, Users shall have the right to renew this Agreement for two (2) consecutive ten (10) year periods by giving written notice of such intention to the Port (or any successor in interest) at least one-hundred twenty (120) days prior to the expiration of the term of this Agreement or any renewal thereof. The Users shall not be entitled to renew this Agreement unless the Users are in good standing in regard to the Agreement at the time of renewal. The terms and conditions of any renewal shall be the same as set forth in this Agreement, except that the Use Payment (as defined below) shall be renegotiated between the Port and the Users.

3. **USE PAYMENT:** The term “Use Payment,” as used herein means the annual payment made by the Users to the Port, which will be made quarterly in advance.

3.1. The Use Payment shall be One Hundred Thirty-Four Thousand Two Hundred Eleven and 60/100 Dollars ($134,211.60).

3.2. The Use Payment shall remain fixed for the first three (3) years of the Agreement beginning January 1, 2014, and shall thereafter be adjusted annually using the Consumer Price Index (CPI) for all Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics for the Seattle-Metropolitan area (the “Index”). The Index used shall be that published for the nearest period preceding the annual Anniversary Date of the previous year compared to the Index published for the nearest period preceding the Anniversary Date for which the adjustment is being determined. The percentage change from the earlier Index to the later Index shall be multiplied by the Use Payment for the previous year and the result added to that rate to arrive at the adjusted Use Payment which shall apply to the following year, except in no event shall the Use Payment be less than the original Use Payment for the preceding year and in no event shall the Use Payment increase by more than three percent (3%) per year.

3.3. The Use Payment by the Users to the Port is exempt from Washington State Leasehold Excise Tax.

3.4. The Users and the Port have determined that the Use Payment taken together with the other promises and covenants contained herein constitutes “true and full value.”

4. **USE OF PREMISES:** The Users shall use the Premises as an emergency operations center, including fire response, law enforcement response, emergency communications,
emergency operations, and their ancillary public safety activities, and for no other purpose
without the written consent of the Port, which will not be unreasonably withheld, conditioned or
delayed.

4.1. The Users may allow the use of the SPF by others for emergency operations.

4.2. Notwithstanding the foregoing described use, the Premises shall not be used to
store, distribute or otherwise handle flammable or dangerous materials, excepting only those
that are necessary to conduct the authorized use. At the request of the Port, Users shall provide
a list of all flammable or dangerous materials stored or used on the Premises.

5. **CONDITION OF PREMISES.** The Users accept the Premises, including all existing
Improvements thereon, "as is" without further liability for maintenance or repair on the part of the
Port, and is not relying on any representations of the Port as to the condition, suitability, zoning
restrictions, or usability, except as specifically noted herein. The Users shall keep the Premises
and all Improvements thereon continually in good condition throughout the term of this
Agreement and all renewals. Users shall not allow any portion of the Improvements on the
Premises to remain in a damaged, unworkable or other condition that would compromise the
condition of any portion of the Improvements. The Users further agree to maintain the exterior
appearance of all Improvements during the term of this Agreement in as good condition as it
exists on the Commencement Date of the Agreement, reasonable wear and tear excepted.

5.1 The parties hereto recognize that a previous tenant modified the Premises by
creating an upstairs area that is not permitted and is not usable without obtaining permits from
Whatcom County. The Users are under no obligation to improve such upstairs area.

5.2. The Port and the Users upon joint agreement as to timing, necessity and
procurement process shall share equally in one-third shares for any roof replacement or repair.
The estimated useful life of the existing roof is 10 years from the date of this Agreement.

5.3. The Users shall be solely responsible for all costs associated with installation of
telecommunications equipment or interior improvements.

6. **IMPROVEMENTS BY USERS.** Subject to obtaining the Port's written approval as
hereafter described, the Users may make and install, at their own expense, such improvements
("Tenant Improvements") as are normal and customary in connection with the uses authorized
herein. The Users shall submit plans to and obtain written approval from the Port before
commencing any improvements. The Port shall have a reasonable period of time to review such
plans prior to issuing a decision. All Tenant Improvements that are to be designated fixtures
shall be so designated by the Port and Users upon the Port's approval of the plans for such
improvements. All Tenant Improvements shall conform to the requirements of the Americans
With Disabilities Act, 42 USC 12101 et seq and the Rules, Regulations and Minimum Standards
for the Bellingham International Airport.

6.1. Prior to the conclusion of this Agreement, the Users shall remove the following from
the Premises: all Users' equipment, personal property, and Improvements not designated as
fixtures. If any of the foregoing items not designated as fixtures are not removed from the Premises by the conclusion of the Agreement the Port shall first notify the Users of the need to remove and dispose of such items at the Users' expense. Reasonable notice shall be provided by the Port to the Users who shall respond in a reasonable time.

7. **MAINTENANCE AND REPAIR OF PREMISES**: Except as provided in this Agreement related to (i) a casualty loss set forth in Section 11.1, (ii) roof repair or replacement set forth in Section 5.2 and (iii) for structural repairs set forth in Section 7.1, maintenance and repair of the Premises and all Improvements thereon, including for the damages caused by Users or their agents, is the sole responsibility of the Users, including, but not limited to, maintenance and repair of any damage to the Premises or Improvements thereon from unforeseen or unexpected events. Without limiting the generality of the foregoing, the Users shall keep and maintain the Premises and all Improvements thereon in as good condition as they existed on the commencement of this Agreement, reasonable wear and tear and conditions requiring structural repairs accepted.

7.1 The Port will be responsible for and shall repair in a timely manner any conditions that require structural repair. As used in this Agreement, the term "Structural Repair" means the repair of elements of the Building necessary to hold the Building together, such as, without limitation, foundations, walls, and floor structures except for structural repair required because of (i) the Users' failure to perform maintenance or (ii) damage caused by Users, their agents, or any person or entity on the Premises as a result of the User's activity.

8. **UTILITIES**: The Users will arrange and pay for all utility connections and services and distribution of such utilities within its leased Premises. At the conclusion of this Agreement, the Users shall arrange for such utility services to be terminated and for the final bill to be sent to the Users. The Users shall be liable for all utility charges that accrue if it fails to so terminate services.

9. **FEDERAL AVIATION REQUIREMENTS**: The Users agree that its use of the Premises will be accomplished in accordance with the following covenants:

9.1. The Users shall prevent any use of the Premises that would interfere with the landing or taking off of aircraft at the Bellingham International Airport, or otherwise constitute an airport hazard.

9.2. The Users shall prevent any operation on the Premises which would produce electromagnetic radiations of any nature which would cause interference with any air navigational or communications aid now or in the future to be installed to serve the Bellingham International Airport, or which would create any interfering or confusing light or cause any restrictions to visibility at the airport.

9.3. The Port retains the public right of flight for the passage of aircraft in the airspace above the surface of the Premises hereinbefore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in said airspace, and for use of said airspace for landing on,
taking off from or operating on the Bellingham International Airport.

10. **OFF STREET PARKING**: The Users shall not rely on any public streets, rights-of-way or other properties not included in this Agreement for the parking of vehicles. Further, the Users understand that there are approximately 55 parking spaces with 30 contractually committed to the adjoining tenant Department of Homeland Security on an as needed basis. There are 27 secured parking spaces inside the Premises; therefore, there are approximately 52 parking spaces available for the Users' use.

10.1 **Further Cooperation for Additional Parking**: The parties hereto recognize that the Users may, from time to time, require additional parking in the event of emergency situations, declared disaster and regional training exercises. The parties shall cooperate in good faith regarding additional parking and the Users shall pay a reasonable fee for such additional parking not to exceed $250 a day for the entire west lot or any portion thereof. In the event that the Port experiences a disaster or training exercise there shall be no charge for additional parking. Any and all additional parking spaces associated with a portion of the west lot shall be designated by the Port, on a space available basis.

11. **CASUALTY LOSS**

11.1 **Port Improvements**: Except as otherwise provided in this Agreement, the Users shall not be responsible to the Port for any damage or destruction of the Premises and the Improvements located thereon. The term “damage or destruction” means an unintended or unanticipated event which causes damage, the repair of which will cost an amount equal to or more than twice the Port's property insurance deductible or which renders all or any critical portion of the Premises substantially unsuitable for the uses set forth in Section 4. It shall be the Port’s responsibility to provide its own protection against property losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Users, third party, or act of nature. However, to the extent and in proportion that the damage or destruction is caused by or arises by either the negligent or willful conduct of the Users, its agents, or any person or entity on the Premises as a result of the User's activity, the Users shall be liable for the same proportion of the Port’s property insurance self-insured retention or deductible.

11.2. **Users' Property**: The Port shall not be responsible to the Users for any property loss or damage done to the Users' property, whether real, personal or mixed, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be the Users’ responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Port, third party, or act of nature. However, to the extent and in proportion that the damage or destruction is caused by or arises by either the negligent or willful conduct of the Port, its agents, or any person or entity on the Premises as a result of the Port's activity, the Port shall be liable for the same proportion of the User's property insurance self-insured retention or deductible.

11.3 **Casualty Loss**: In the event of “damage or destruction” of the Improvements either party may elect to terminate this Agreement upon thirty days written notice; provided all

INTERLOCAL AGREEMENT FOR THE USE OF THE SPECIAL PURPOSE FACILITY PAGE - 5
obligations contained herein shall continue until fully performed. Upon termination the Use Payment shall be prorated to the date of termination.

12. **LIABILITY INSURANCE:** Each User shall procure and maintain a comprehensive general liability policy or the equivalent self-insurance program covering all claims for personal injury (including death) and/or property damage (including all real and personal property located on the Premises) arising on the Premises or arising out of Users' operations. The limits of liability shall be not less than One Million Dollars ($1,000,000) for each occurrence and in the aggregate. The Users shall provide certificates of insurance (or certificates of self-insurance) and, if requested, copies of any policy to the Port.

13. **MUTUAL WAIVER OF SUBROGATION:** So long as their respective property/casualty insurers so permit, and with regard to any self insurance program, each User and the Port hereby mutually waive their respective rights of recovery against each other for any insured property/casualty loss but only to the extent of the net insurance proceeds payable under such policies. Each party shall seek any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

14. **ENVIRONMENTAL INDEMNIFICATION:** To the extent permitted by law, the Users shall defend, indemnify, and hold the Port harmless from any and all claims, demands, judgments, orders or damages resulting from Hazardous Substances on the Premises caused in whole or in part by the activity of the Users, their agents, subtenants, or any other person or entity on the Premises during any period of time that the Users have occupied all or a portion of the Premises during the term of this Agreement. The term "Hazardous Substances," as used herein, shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 USC Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sec. 1257 et seq.; the Clean Air Act, 42 USC Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act, RCW 70.105D, all as amended and subject to all regulations promulgated thereunder.

14.1. Although the Users shall not be liable for any Hazardous Substances that existed on the Premises prior to the inception of this Agreement, the Users shall be responsible for the costs of any environmental investigations or remediation arising from the development or use of the Premises by the Users.

15. **CURRENT ENVIRONMENTAL CONDITIONS AND DUTY OF USERS:** The Port makes no representation about the condition of the Premises. Hazardous Substances may exist in, on, under, or above the Premises. If there are any Hazardous Substances in, on, under or above the Premises as of the Commencement Date, the User shall exercise the utmost care with respect to the Hazardous Substances, the foreseeable acts or omissions of third parties affecting the Hazardous Substances, and the foreseeable consequences of those acts or omissions. Prior to conducting any environmental investigation of the subsurface of the Premises, the Users shall provide prior written notice to the Port. The Users shall provide the Port with the results of all such investigations.
16. **USERS WILL OBTAIN PERMITS:** The Users agree to obtain and comply with all necessary permits for any new improvement. If the Users fail to obtain and comply with such permits, then the User accepts full responsibility for any and all costs incurred by the Port, including actual attorneys’ fees. In this way, the Users agree to be solely responsible for all damages, costs, and expenses incurred as a result of the Users’ failure to fully comply with any necessary permit process and requirements.

17. **RIGHT OF FIRST REFUSAL TO PURCHASE BUILDING CONTAINING THE SPECIAL PURPOSE FACILITY:** Should the Port offer the Premises for sale during the term of this Agreement and any renewals, the Users (either individually or collectively) shall have the right of first refusal to purchase the Premises and Improvements. Any sale or transfer of the building while this Agreement is in effect shall be subject to this Agreement. This Right of First Refusal is subject to the following:
   a. The Premises will be sold “as is” “where is” without further liability of the Port. The Port will provide a statutory warranty deed and a standard form title insurance policy in the amount of the purchase price. The purchase price will be payable as all cash at closing.
   b. The Users (either individually or collectively) must provide the Port written notice of intent to purchase within six (6) months after the Port provides written notice to the Users of the offer for sale.
   c. Upon receipt of notice of the Users’ intent to purchase, the Port and the Users will promptly meet and attempt to select a qualified MAI appraiser to appraise the value of the Premises. The Port and the Users will split 50%/50% the cost of the appraisal. The appraised value of the Premises (including all related Port-owned improvements) will be the purchase price.
   d. If the Port and the Users cannot agree, then the Port and the Users shall each select an MAI appraiser and have the Premises (including the Improvements) appraised. The Port and the Users shall pay for their own appraisers. The average of those two appraisals shall be the purchase price.
   e. If, after determining the purchase price, the Users elect to move forward the Port and the Users will negotiate an appropriate ground lease for the real property underlying the Premises with ground rent at fair market value with reasonable adjustments and escalations. The term “fair market value” for ground rent shall be the reasonable rental value of the real property only, without regard to any of the Improvements.
   f. If after determining the purchase price, the Users elect not to move forward, the Right of First Refusal will remain in effect; however, if the Users again provide notification of a desire to exercise the Right of First Refusal if offered by the Port and a new appraised value is required by the Port, the Users will bear the costs of the appraiser(s) as provided above.

17. **INDEMNIFICATION AND HOLD HARMLESS:**

   17.1 To the extent permitted by law, the Users will defend, indemnify and hold harmless the Port, its officers, employees and agents from any and all demands, claims, judgments or liability for loss or damage (collectively “liability”) arising as a result of accidents, injuries or other occurrences on the Premises, to the extent such liability is caused by or arises from any actual or alleged negligent or willful conduct of the Users, its agents, or any person or
entity on the Premises as a result of the Users' activity, regardless of who the injured third-party may be.

17.2 To the extent permitted by law, the Port will defend, indemnify and hold harmless the Users, their officers, employees and agents from any and all demands, claims, judgments or liability for loss or damage (collectively "liability") arising as a result of accidents, injuries or other occurrences on the Premises, to the extent such liability is caused by or arises from any actual or alleged negligent or willful conduct of the Port, its agents, or any person or entity on the Premises as a result of the Port's activity, regardless of who the injured third-party may be.

18. **LAWS AND REGULATIONS**: The Users agree to conform to and abide by all lawful codes, laws, and regulations in connection with its use of the Premises and the construction of improvements and operation of Users' use thereon and not to permit said Premises to be used in violation of any lawful rule, code, law or regulation.

18.1. The Users' obligations herein shall include, but in no way be limited to, the obligation to comply with all state and federal environmental laws and regulations. The Users covenant and agree that they will indemnify and hold harmless the Port from any fine, penalty, or damage which may be imposed by any lawful authority, which may arise as a result of the Users' failure to comply with the obligations of this paragraph.

19. **WASTE AND REFUSE**: The Users agree not to allow conditions of waste and refuse to exist on the Premises and to keep the Premises in a neat, clean, and orderly condition and to be responsible for all damages caused to the Premises by Users, their agents or any third party on the Premises.

20. **SIGNS**: No signs shall be installed without the prior written permission of the Port.

21. **TERMINATION**: Upon termination of this Agreement or any extension thereof, whether by expiration of the stated term or sooner termination thereon as herein provided, the Users shall surrender to the Port the Premises peaceably and quietly restored to the condition existing at the time of initiation of this Agreement, except for: (i) normal wear and tear, and (ii) any improvements which the Port permits to remain on the Premises.

21.1. This Agreement shall be construed as a lease for the purposes of the Port availing itself of the unlawful detainer proceedings set forth in Chapter 59.12 RCW.

22. **NON WAIVER**: Neither the acceptance of the Use Payment nor any other act or omission of the Port or the Users after a default shall operate as a waiver of any past or future default or deprive any party promptly exercising any other right or remedy it has under this Agreement. Any waiver shall be in writing and signed by the party granting the waiver to be binding on that party.

23. **COORDINATORS AND NOTICES**: The person designated below shall be the contact person and coordinator for all issues related to this Agreement. Any notice, demand, request,
consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

TO PORT:  Shirley McFearin  
Director of Real Estate  
Port of Bellingham  
Post Office Box 1677  
Bellingham, Washington, 98227-1677

TO THE CITY:  Roger Christensen  
Fire Chief  
City of Bellingham  
1800 Broadway  
Bellingham, Washington, 98225-3133

TO THE COUNTY:  Jack Louws (or Designee)  
County Executive  
Whatcom County  
311 Grand Avenue, Suite 108  
Bellingham, WA 98225-4038

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

24. **QUIET ENJOYMENT**: The Port shall take no action which interferes with the Users’ right of quiet enjoyment. Notwithstanding the foregoing, the Port reserves the right to grant easements and other land uses on the Premises to others when the easement or other land uses applied for will not unduly interfere with the use to which the Premises is put by Users, or interfere unduly with the approved plan of development for the Premises.

25. **THE PORT MAY ENTER PREMISES**: It is agreed that the duly authorized officers or agents of the Port may enter to view said Premises and if the business or normal function of the Port should at any time require that it enter upon the Premises to perform any work or make any improvements. Prior to entry the Port will provide the User with reasonable notice, reasonably schedule entry and shall comply with all reasonable access requirements of the User.

26. **TIME**: It is mutually agreed and understood that time is of the essence of this Agreement.

27. **INTERPRETATION**: This Agreement has been submitted to the scrutiny of the parties hereto and their counsel, if desired. In any dispute between the parties, the language of this Agreement shall, in all cases, be construed as a whole according to its fair meaning and not for or against either the Port or the Users. If any provision is found to be ambiguous, the language shall not be construed against any party solely on the basis of which party drafted the provision.
If any word, clause, sentence, or combination thereof for any reason is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Agreement.

28. **SURVIVAL**: All obligations of this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed.

29. **GOVERNING LAW**: This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action jurisdiction and venue shall lie exclusively in Whatcom County, Washington.

30. **JOINT AND SEVERAL OBLIGATIONS**: The obligations of the Users in this Agreement are the joint and several obligations of Whatcom County and the City of Bellingham.

31. **NO THIRD PARTY BENEFICIARIES**: There are no third party beneficiaries to this Agreement.

32. **TRUE AND FULL VALUE**: The County, the Port and the City have each independently analyzed the economics of the transaction contemplated herein and have each determined that each entity is receiving true and full value as that term is defined in RCW 43.09.210, relevant case law and attorney general opinions.

33. **ENTIRE AGREEMENT**: This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Agreement that have not been reduced to writing herein. No oral promises or representations shall be binding upon any party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities.

34. **VALIDATION**: IN WITNESS WHEREOF, the parties have respectively caused this instrument to be approved and executed on the day and year noted below.

THE PORT OF BELLINGHAM

By: Rob Fix, its Executive Director

WHATCOM COUNTY

By: Jack Louws, County Executive

INTERLOCAL AGREEMENT FOR THE USE OF THE SPECIAL PURPOSE FACILITY

Approved as to Form:

Chief Civil Deputy Prosecutor, WC
THE CITY OF BELLINGHAM

EXECUTED, this the _____ day of ________, 2013, for the City of Bellingham as follows:

Approved as to Form:

________________________________________________________________________
Office of the City Attorney

________________________________________________________________________
Mayor

Attest:

________________________________________________________________________
Finance Director

________________________________________________________________________
Department Head

[INSERT NOTARY BLOCK]

P:\PORT OF BELLINGHAM\Real Estate\Special Purpose Facility\Special PURPOSE FACILITY PORT YELLOW CLEAN 11-19-13.doc

INTERLOCAL AGREEMENT FOR THE USE OF THE SPECIAL PURPOSE FACILITY
PAGE - 11
Economic Development Interlocal Agreement between the City of Bellingham, Port of Bellingham and Whatcom County for the purposes of creating efficiencies in coordination of economic development activities.

ATTACHMENTS:
1. Memo
2. Interlocal Agreement

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

Request authorization for the Executive to enter into an interlocal agreement with the City of Bellingham and the Port of Bellingham for the purposes of ensuring consistency in the delivery of economic development services that provide beneficial outcomes to the parties.

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.
MEMO:

TO: Whatcom County Council
DATE: November 27, 2013
FROM: Tawni Helms, Administrative Coordinator
RE: Economic Development Service Provider Interlocal

Background and Purpose:
On December 7, 2010 Whatcom County Council authorized an Interlocal agreement between Whatcom County, the Port of Bellingham and the City of Bellingham. The interlocal agreement established a working partnership between the local governments to encourage collaboration and transparency and expires December 31, 2013. This interlocal agreement extends the collaboration for another three years. This coordinated approach has helped to ensure efficiencies in the provision of economic development activities from the economic development service providers. The economic development services agreed to by the Parties include but are not limited to:

Business retention
Business expansion
Assistance to start-ups
Research and data to support the above

As outlined in this agreement, the Port of Bellingham is the designated administrator for the contract. Administrative duties include the selection of the Service Providers, management of contracts, receipts and dispersal of funds and communication to Port, County and City representatives. The service provider selected for 2014 is the Small Business Development Center. They will continue to provide the deliverables listed above.

Funding Amount and Source:
The 2014 budget has allocated $135,000 through the EDI Fund.
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Tawni Helms</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Port of Bellingham</td>
</tr>
</tbody>
</table>

- **Is this a New Contract?** Yes
- **If not, is this an Amendment or Renewal to an Existing Contract?** No
- **Does contract require Council Approval?** Yes

- **Is this a grant agreement?** Yes
- **If yes, grantor agency contract number(s):** CFDA #

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

- **Is this contract the result of a RFP or Bid process?** Contract
- **If yes, RFP and Bid number(s):** Cost Center:

**If yes, indicate exclusion(s) below:**
- Professional services agreement for certified/licensed professional
- Contract work is for less than 120 days
- Contract less than $100,000.
- Contract work is all performed outside U.S.
- Interlocal Agreement (between Gov't's)
- Public Works - Local Agency/Federally Funded FHWA

**Contract Amount:** (sum of original contract amount and any prior amendments) $405,000 - (estimated total over 3 years)

**This Amendment Amount:**

**Total Amended Amount:**

**Summary of Scope:** Interlocal agreement with the city of Bellingham and the Port of Bellingham for the purposes of ensuring consistency in the delivery of economic development services that provide beneficial outcomes to the parties.

**Term of Contract:**

**Expiration Date:** 12-31-16

### Contract Routing Steps & Signoff

<table>
<thead>
<tr>
<th>Step</th>
<th>Sign or Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td>twh</td>
<td>12/2/13</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>DG</td>
<td>11/29/13 (see AB)</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>Ben</td>
<td>12/3/13</td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td></td>
<td></td>
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<tr>
<td>7. Contractor signed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>12-2-13</td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. County original to Council:</td>
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<td></td>
</tr>
</tbody>
</table>

**Indicate date transmitted:**

Last Edited 7/24/13
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
WHATCOM COUNTY, THE CITY OF BELLINGHAM, AND THE PORT  
OF BELLINGHAM, REGARDING A COORDINATED APPROACH TO  
FUNDING AND CONTRACTING WITH ECONOMIC DEVELOPMENT  
SERVICE PROVIDERS  

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into this day by and between Whatcom County, (the “County”), the City of Bellingham, (the “City”), and the Port of Bellingham (the “Port”); The County, City, and Port may be individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS, the Parties have separately undertaken economic development activities in Whatcom County, including contracting with various service providers to deliver business start-up, retention, recruitment, expansion and related services; and

WHEREAS, in 2011 the Parties successfully joined their funding resources on a multi-year basis to increase efficiency in coordination and focus on the outcomes expected by the Parties; and

WHEREAS, the Parties collaboratively pooled their funding and jointly solicited responses from responsible economic development service providers to provide core economic development services to grow and sustain the Whatcom County economy; and,

WHEREAS, the funding commitments are apportioned with the knowledge the County will utilize the County Public Utilities Improvement Fund as allowable through RCW 82.14.376 to support 50% of the funding contribution; and

WHEREAS, the Parties wish to continue their collaboration to ensure consistency in the delivery of economic development services that provide beneficial outcomes to the parties; and

WHEREAS, in 2012, the Port was designated by the County as Associate Development Organization with the state of Washington, assuming a lead coordination responsibility for economic development in Whatcom County;

WHEREAS, pursuant to RCW 53.08.245, the Port has broad authority to engage in economic development activity; and
WHEREAS, pursuant to RCW Chapter 39.34 the Parties desire to enter into this Agreement to outline the commitment of funding and the process for selecting and administering economic development service provider contracts (the “Service Providers”).

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. ADMINISTRATION. The Parties designate the Port as the administrator pursuant to this Agreement. Administrative duties include selection of Service Providers, management of contracts, receipts and dispersal of funds, and communication to Port, County and City representatives. The Port will utilize its staff at no cost and follow the Port policies with regard to contracting for services or consultants.

2. SERVICES. The parties agree that for the purposes of this agreement economic development services include but are not limited to (i) business retention, (ii) business expansion, (iii) assistance to start-ups, and (iv) research and data to support the above.

3. FINANCIAL COMMITMENTS. The County, the City and the Port will include an economic development services line item in their respective 2014, 2015 and 2016 budgets. For 2014, and contingent upon budget approval from each Party, an amount up to the following contribution levels will be made:

<p>| | | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>County</td>
<td>$132,500</td>
<td>50%</td>
</tr>
<tr>
<td>Port</td>
<td>$66,250</td>
<td>25%</td>
</tr>
<tr>
<td>City</td>
<td>$66,250</td>
<td>25%</td>
</tr>
<tr>
<td>Total</td>
<td>$265,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

The Parties will contribute a proportionate share equal to the percentages noted above for each Service Provider contract executed in 2014.

3.1. Contingent upon annual budget approval, the Parties agree to commit to a three-year coordinated approach to economic development funding. It is understood future 2015 and 2016 year funding may vary. The Advisory Committee (as set forth below) will meet in the summer of each year to discuss the following year’s budget. The relative percentages will be determined for each of the years 2015 and 2016 based upon the funding by each Party each year.

4. APPOINTMENT OF ALLOCATIONS COMMITTEE. The County, the City and the Port will each appoint one (1) representative to serve as member of the allocations committee (the “Committee”). The Committee will forward its decisions on allocation of the available resources to the Board of Commissioners of the Port, including selection of Service Providers, scope of services and funding levels. Unless demonstrated that the Committee’s allocations violate Port policies or local, state or federal law, the Board of Commissioners shall authorize the appropriations under this Agreement only. The Port will receive communication on work progress and final reporting from all Service Providers. Each representative appointed to the

Economic Development Interlocal
Page No.2
Committee shall also be the contact person for that Party. Each party may change the representative by providing written notice to the other Parties.

5. **STAFF.** The Parties may (but are not obligated) to utilize their staff (at no cost) to provide an initial screening, ranking and recommendation of proposals received from prospective Service Providers.

6. **INVOICES.** All Service Provider invoices must be consistent with the contract and approved by the Parties. Once approved, the Port will pay the invoice and forward the same to the County and the City for reimbursement. The County, the City and the Port shall provide the aggregate reimbursement for all payments quarterly within 30 days upon receipt of invoice by Port.

7. **EFFECTIVE DATE AND TERM.** The Agreement shall be effective immediately upon its execution by all Parties. This Agreement shall continue in full force and effect until the Service Provider contracts executed hereunder have been completed. Then, in the event that funds remain in the account for this Agreement and all debts have been paid, the funds will be returned to the Parties in proportion to their contribution.

8. **WITHDRAWAL OF PARTIES.** Any Party may withdraw from this Agreement by providing thirty (30) days written notice to the other parties. However, any Party withdrawing shall remain responsible for its prorated share of any payments due Service Providers for contracts executed prior to the receipt of the notice by the Port.

9. **NEW PARTIES.** The Parties may allow additional public agencies (as the term is defined in RCW 39.34.020) to become parties to this Agreement subject to such terms and conditions as they unanimously agree.

10. **SURVIVABILITY:** All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

11. **NOTICES:** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

    The County:  
    Tawni Helms  
    Whatcom County Executive Office  
    311 Grand Ave  
    Bellingham, WA 98225

Economic Development Interlocal
Page No. 3
The City: Tara Sundin  
City of Bellingham  
210 Lottie St.  
Bellingham, WA 98225

The Port: John Michener  
Port of Bellingham  
1801 Roeder Ave.  
Bellingham, WA 98225

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal of the intended recipient to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

12. **AMENDMENT**: No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

13. **WAIVER**: No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition.

14. **NEUTRAL AUTHORSHIP**: Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

15. **PUBLIC RECORDS ACT**: All records received by any Party, pursuant to this Agreement shall be a public record and therefore subject to the Public Records Act.

17. **ENTIRE AGREEMENT**: The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

EXECUTED THIS _____ day of _____________, 2013.

CITY OF BELLINGHAM

__________________________
Kelli Linville
Mayor

Attest:

__________________________
Finance Director

Approved as to form:

__________________________
Office of the City Attorney
EXECUTED this ___ day of __________, 2013.

WHATCOM COUNTY

Jack Louws
County Executive

Approved as to form:

[Signature]
Sr. Civil Deputy Prosecuting Attorney

Economic Development Interlocal
Page No. 6
EXECUTED THIS ___ day of __________, 2013.

PORT OF BELLINGHAM

_____________________
Rob Fix
Executive Director
**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>Orig:</td>
<td>twh</td>
<td>11/27/13</td>
<td></td>
<td>12/10/13</td>
<td>Finance Council</td>
</tr>
<tr>
<td>Div: Head:</td>
<td></td>
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<tr>
<td>Dept. Head:</td>
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</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>11/30/13</td>
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<td></td>
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<tr>
<td>Purch/Budge:</td>
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<td>12/2/13</td>
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<td></td>
<td></td>
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<tr>
<td>Exec:</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Interlocal Agreement between Fire Protection District 7 and Whatcom County for the provision of ALS Services

**ATTACHMENTS:**
- Interlocal Agreement
- Cover Memo

**SEPA review required?**
- Yes ( )
- No ( )

**SEPA review completed?**
- Yes ( )
- No ( )

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

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

Request authorization to enter into an interlocal agreement between Fire Protection District 7 and Whatcom County for the provision of ALS Services.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

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WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>County Executive Designee</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Fire Protection District 7</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)

Is this the result of a RFP or Bid process?
Yes ☐ No ☑ If yes, RFP and Bid number(s) Cost Center:

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

Contract Amount: (sum of original contract amount and any prior amendments) $ 494,037
This Amendment Amount: $
Total Amended Amount: $

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

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

Summary of Scope: Service agreement for the provision of ALS services for three years. Costs broken down by year are as follows: 2014 $982,430, 2015 $1,502,675, 2016 $1,555,269

Term of Contract: 12-31-16
Expiration Date: 12-31-16

<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff</th>
<th>Sign or Initial</th>
<th>Indicate date transmitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td></td>
<td>Date: 11/9/13</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></td>
<td>Date:</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: 12/6/13</td>
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<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 returned to Council:</td>
<td></td>
<td>Date:</td>
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</table>

Last Edited 7/24/13

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MEMO

TO: Whatcom County Council Members

FROM: County Executive Jack Louws

RE: Interlocal Agreement for the provision of Advanced Life Support Ambulance services (ALS)

DATE: December 2, 2013

Background and Purpose:
On December 8th, 2010 by Resolution 2010-052 the County requested a notification letter be sent to the City of Bellingham to discontinue the existing Interlocal Agreement regarding Emergency Medical and Ambulance Services. On June 5, 2012, a Joint Resolution of the City of Bellingham (2012-13) and Whatcom County (2012-016) adopted a recommended business model for county-wide emergency medical services.

Last May, I updated the Council on the pending progress of our contract negotiations and submitted a “2014 EMS System Proposal”. This proposal identified Whatcom County’s primary challenges as containing costs and meeting the goals of the Council as defined in Resolution 2010-052.

The attached interlocal agreement for the provision of Advanced Life Support Ambulance services (ALS) represents the work of Whatcom County, the City of Bellingham and Fire District 7 to put forth service agreements to provide an integrated EMS system for Whatcom County. The agreements were developed and negotiated to accomplish the mandates as identified in the Joint Resolution. As with most complicated negotiations, many issues were identified, reviewed and eventually resolved. In addition, many technical issues have been clarified for the mutual benefit of the Parties and a transition plan has been incorporated into the service agreement.

The new service agreements assume the formation of both the EMS Oversight Board (EOB) and the Technical Advisory Board (TAB). These Boards will ensure equitable representation from both Whatcom County and the community in framing the ongoing implementation of an integrated and coordinated EMS system. Beginning with the inception of these contracts in 2014, administration of the EMS system will be the responsibility of the County working with the EOB and TAB Advisory Boards.

Funding Amount and Source:
Funding will be the EMS Fund and General Fund. The attached worksheet outlines the projected budget for 2014, 2015 and 2016.
## EMS System Costs 2014-2016

<table>
<thead>
<tr>
<th>OPERATIONS</th>
<th>Exec Louws</th>
<th>Proposed Unified</th>
<th>2</th>
<th>Existing System</th>
<th>Unified</th>
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<tr>
<td></td>
<td>3 COB+1 FD7</td>
<td>3 COB + 1 FD7</td>
<td>4 COB/Partial FD7</td>
<td>4 COB/1/2 FD7</td>
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<tr>
<td>Revenues</td>
<td></td>
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<td>4 COB/1/2 FD7</td>
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<td>Sales Tax</td>
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<td>Whatcom County</td>
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<tr>
<td>City Of Bellingham</td>
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<td>-</td>
<td>1,067,774</td>
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<tr>
<td>District Dispatch Revenues</td>
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<td>Fee Revenues</td>
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<td>2,225,000</td>
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<td>Total Revenues</td>
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<td>7,277,774</td>
<td>7,412,775</td>
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<td>Expenditures</td>
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<td>4 COB/1/2 FD7</td>
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<td>COB Units</td>
<td>5,551,533</td>
<td>5,731,533</td>
<td>7,402,044</td>
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<td>COB Subsidy</td>
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<td>FD7 Units</td>
<td>1,486,338</td>
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<td>130,000</td>
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<td>Total Expenditures</td>
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<td>7,002,871</td>
<td>8,442,044</td>
<td>9,062,044</td>
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<td>Net Deficit</td>
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<td>(527,871)</td>
<td>(1,164,270)</td>
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### EFFECT ON EMS Fund Balance

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<th>Year</th>
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<th>Ending Fund Balance</th>
<th>Ending Fund Balance</th>
<th>Ending Fund Balance</th>
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<td>1,875,375</td>
<td>1,524,653</td>
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<td>2015</td>
<td>2,334,355</td>
<td>2,685,077</td>
<td>2,402,351</td>
<td>2,765,629</td>
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<td>2,330,712</td>
<td>2,370,477</td>
<td>2,396,573</td>
<td>2,599,486</td>
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</table>

### NOTES:

1 Includes 3 full Bellingham units, 1 fully validated Fire District 7 unit, transition costs of $190,000 for FD 7 and $738,000 for COB, no EMS 6
2 Includes 3 full Bellingham units, 1 fully validated Fire District 7 unit, transition costs of $190,000 for FD 7 and $738,000 for COB, plus EMS 6 to provide surge capacity and manage calls
3 Includes 4 full Bellingham units, Fire District 7 continues serving only FD7 and FD 17, keeps all ALS revenue, no EMS 6
4 Includes 4 full Bellingham units, 1/2 time fully validated Fire District 7 unit, FD 7 contributes half its ALS revenues into the system, no EMS 6
5 Assumes that Sales Tax revenues and Payments for Services increase at 3% per year after 2014.

C:\Documents and Settings\helms\Local Settings\Temporary Internet Files\Content.Outlook\A3\F6Z4\Revised EMS 10-8-13_1.xlsx 12/2/2013
INTERLOCAL AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICES

This Interlocal Agreement for Advanced Life Support Services ("Agreement") is made and entered into in duplicate originals this day by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the 'County' and the WHATCOM COUNTY FIRE PROTECTION DISTRICT 7. a municipal corporation of the State of Washington hereinafter referred to as the 'District'. Together, the County and the District are the only parties to this Agreement and may be referred to as "Parties" or individually as a "Party" hereinafter.

RECITALS

WHEREAS, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

WHEREAS, statutes and regulations concerning the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

WHEREAS, the County and City previously executed agreements to fund and operate a county-wide advanced life support ("ALS") paramedic program called "Whatcom Medic One" (WMO); and

WHEREAS, WMO is currently funded by user fees, general funds from the County and City of Bellingham, along with a countywide EMS sales tax collected and dedicated to provide unified, countywide emergency medical services as provided by law; and

WHEREAS, the City of Bellingham has effectively operated WMO for 39 years; and

WHEREAS, in 2005, the City of Bellingham, County and all Whatcom County fire agencies developed a near-term, six-year emergency medical services plan, which has largely been implemented; and
WHEREAS, that planning effort also addressed longer-term planning issues, such as provision of tiered services (ALS and BLS) and development of further ALS capacity within the county fire service agencies depending upon future service demands; and

WHEREAS, 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 throughout the cities and the unincorporated area of the County; and

WHEREAS, the County provided notice to the City of Bellingham in December, 2010 terminating the Interlocal Agreement for EMS Services between the City of Bellingham and County ("Previous Interlocal for EMS Services") which is set to terminate effective December 31, 2013; and

WHEREAS, the County is the governmental entity that will assume responsibility to ensure a unified administration and integrated operation of ALS services on a county-wide basis; and

WHEREAS, the County desires to reconstruct the contractual relationship with the City of Bellingham which is necessary for the provision of ALS services; and

WHEREAS, additionally the County will continue its contractual relationship with the District for the purposes of acquiring ALS services; and

WHEREAS, the District represents that it has qualified and experienced ALS operational personnel already in place to perform the services as defined in this Agreement; and

WHEREAS, the Parties agree that a contract for services with compensation based on fixed amounts, with the fixed amounts for three years and then renegotiated every two years, subject to the modifications set forth below, is the appropriate form of contract for the services being provided; and

THEREFORE, in consideration of the terms, conditions, covenants, and obligations contained herein, the Parties mutually agree as follows:
AGREEMENT

1. DEFINITIONS AND EXHIBITS:

DEFINITIONS:

"ALS Services" are limited to those services identified throughout this Agreement and those services added to this Agreement by written contract modification.

"ALS" (Advanced Life Support) means pre-hospital medical care requiring training and certification beyond the Emergency Medical Technician Basic level as required by Washington State law and regulations.

"ALS Service Provider" means those entities that contract with the County to provide pre-hospital ALS treatment and transport services and which possess Washington State ambulance licensure and operate consistent with trauma verification regulations to provide such service within Whatcom County.

"BLS" (Basic Life Support) means those services identified in Washington state law and regulations as being provided at the Emergency Medical Technician Basic level.

"EMS Oversight Board" ("EOB") means the board envisioned in Whatcom County Resolution #2012-016 and City of Bellingham Resolution #2012-013 to provide recommendations regarding EMS system planning, administration, operations, levels of service, EMS service costs, revenues, and associated financial reporting to the County, Cities and Fire Districts in Whatcom County. The composition and duties of the EOB have been further defined by County Ordinance #__________.

"Technical Advisory Board" ("TAB") means the board established jointly by the County and City pursuant to Whatcom County Resolution #2012-016 and City of Bellingham Resolution #2012-013 to provide recommendations and information on operational, educational, and logistical components of ALS service in Whatcom County. The composition and duties of the TAB have been further defined by County Ordinance #__________.
EXHIBITS:

The Agreement utilizes:
Exhibit "A" Scope of Work
Exhibit "B" Defined Service Areas
Exhibit "C" EMS Administrative Services
Exhibit "D" Business Associate Agreement

These Exhibits may be modified by mutual written agreement of the Executive and Fire Chief.

2. OBLIGATIONS OF THE PARTIES AS TO COUNTY-WIDE ALS SERVICE.

The goal of the Parties is to work cooperatively with each other as well as the EOB and TAB to facilitate coordinated countywide paramedic ambulance services. Each party's responsibilities in furtherance of this goal are identified as follows:

a) The District, as an ALS Service Provider, shall perform such services as are identified and designated as District responsibilities throughout this Agreement and as detailed in Exhibits "A" and "B" attached hereto and made a part hereof. The District will be the primary services provider for Service Area 2 as identified on Exhibit "B" and shall provide backup services to Service Area 1. The District, as an ALS Service Provider, shall provide its best efforts to support and cooperate with all other EMS providers.

b) The County, as the administrator of the county-wide EMS system, shall be responsible for high level administrative functions or actions that are needed to ensure continued integrated and uniform county-wide EMS service. The County shall also provide county-wide ALS administrative services, which it may procure by separate contract(s). These administrative responsibilities and administrative services are detailed in Exhibit "C" attached hereto and by reference made a part hereof. The County shall require that any contracts or agreements with an administrative services provider or other ALS Service Providers facilitate efficient and effective cooperation among the ALS Service Providers and the administrative services provider and further ensure integrated and uniform county-wide ALS service. The County shall pay all dispatch fees associated with services provided under this Agreement.

c) EMS dispatch fees shall be billed to the County. County will bill EMS agencies for BLS transports not covered under this contract. Both parties will work with the EOB and the TAB to establish the best method for properly distributing all EMS dispatch costs not recovered through transport calls.
3. **IMPRacticability AND FORCE MAJEURE.**
Neither the County nor the District shall be required to perform any obligation to the extent the performance or the provision of such becomes impracticable as a result of a cause or causes outside of the reasonable control of the County or District, or to the extent the performance of such require the County or District to violate applicable laws, rules or regulations or result in the breach of any license, permit or applicable contract. The obligations of the County and District under this Agreement are subject to conditions of force majeure, including an act of God, act of a public enemy, war, revolution, riot, or any other cause, which is not reasonably within the control of the County or District.

4. **THE EOB AND TAB**
The District, as an ALS Service Provider, and the County shall coordinate and implement the services described in Exhibit "A" in accordance with best industry practices and EOB and TAB recommendations as administered by the County, and subject to a right to reopen the financial component of this Agreement as described in Section 6 below. ALS Service Providers will participate in the work of the EOB and TAB. Neither the EOB nor the TAB is a party to this Agreement, and nothing herein shall serve to create third party rights in favor of the EOB, the TAB, or any other person or entity not specifically identified as a Party to this Agreement.

5. **COMPENSATION AND METHOD OF PAYMENT**
As consideration for the provision of the ALS services set forth in this Agreement, the County shall pay to the District a fee for ALS services ("ALS Service Fee") as defined in this Section.

   a. **ALS Service Fee For Calendar Years 2014, 2015 and 2016.**
      
      The ALS Service Fee for calendar year 2014 shall be:
      
      Total transition costs up to $256,500.
      
      Total cost for 6 months of medic unit operation is $ 725,930.
      
      The ALS Service Fee for calendar year 2015 shall be:
      
      Total cost for 12 months of medic unit operation is 1,502,675.
      
      The ALS Service Fee for calendar year 2016 shall be:
      
      Total cost for 12 months of medic unit operation is 1,555,269.
b. Additional Transition Costs for 2014. The parties acknowledge that an orderly transition of services from the (previous contract) to the new contract will require a phase in – phase out approach with respect to the implementation of one full time fully validated Medic Unit. From January 1 through June 30, 2014, the District will maintain the services of Medic 41 and shall provide service to the area identified in the attached "transitional service area" map. All personnel funded through this agreement in 2014 shall be available for response to ALS incidents countywide and additional ALS resource may be placed into service on a day-by-day basis based on available staffing. The County shall reimburse the District for the build-up costs during the 2014 transition period that include:

- 6 months of premium pay and continuing education training costs for 7 current paramedics
- Recruitment and certification costs for two paramedics from January 1 to June 30, 2014
- Two months of training and certification costs for 7 entry level fire fighters

At least quarterly and no more often than monthly, the District will submit to the Whatcom County Executive an invoice and supporting documentation to prove expenses incurred.

c. ALS Service Fee Beyond the Transition Year and Initial Two-Year Period. Beginning in April of 2016 and no later than April of each even year thereafter, the County Executive and the Fire Chief shall begin meeting to formulate a joint recommendation to their respective council and board for the ALS Service Fee for the following two calendar years. The District will provide detailed expenditure reports covering the actual cost of service provided, using standard format developed for all ALS Service Providers. Following approval by the respective councils, the ALS Service Fee amounts for the following two calendar years shall be set forth in an addendum to this Agreement. In the event the respective council or board do not approve mutually agreed ALS Service Fee amounts for the following two calendar years, the annual ALS Service Fee shall be automatically adjusted annually on January 1 of each remaining year by the same percentage increase as the increase in the Seattle-Tacoma-Bremerton CPI-U inflation adjusted index multiplied by one point one five (1.15) until this Agreement terminates in
accordance with its provisions; provided, however, that such automatic adjustment shall not be a decrease.

d. **Monthly Payments.** Beginning in July 2014, The County shall pay to the District the ALS Service Fee amount for 2014 in six (6) equal monthly payments and for each year thereafter in twelve (12) equal monthly payments. The District shall submit to the County an invoice setting forth the monthly payment due. The County shall initiate authorization for monthly payment after receipt of the invoices and shall make payment to the District within thirty (30) days thereafter.

e. **Certain Services May Be Compensated and Billed Separately Subject to County Review and Approval.** An event that overburdens current operational resources or adversely affects service capacity, as identified in Exhibit “A” number 2, may result in an application by the District to the County for cost reimbursement separate from the ALS Service Fee. Such application may be subject to review and recommendation by the EOB. The County will review such an application in good faith for reimbursement.

6. **CONTRACT REOPENER**

a. The Parties may mutually agree to re-open the contract for renegotiation of any of its terms based on changed circumstances.

b. This Agreement will be reopened at either the County’s request or the District’s request if the County requests changes in the means or methods of services identified in Exhibit “A” that have financial implications. The scope of the reopener shall be limited to addressing the financial implications and the specific request that raises financial implications.

c. The District, in entering this Agreement is relying on the EOB and TAB structure as set forth in County Ordinance No. __________________________. This Agreement will be reopened at the District’s request if the composition or duties of the EOB or the TAB are modified from those defined by the above County ordinance. The scope of the reopener shall be limited to addressing the implication of the modifications.

d. This Agreement may be reopened as set forth in Section 19.b.
7. EFFECTIVE DATE, DURATION AND TERMINATION

This Agreement shall be effective on January 1, 2014 and shall continue through and including December 31, 2016. Starting on January 1, 2015, this Agreement shall automatically extend for successive one (1) year periods unless one party provides the other party with written notice of termination by no later than January 1. For example, if neither party provides a written notice of termination to the other party by January 1, 2015, this Agreement will automatically extend by one (1) year to December 31, 2017. By way of further example, if neither party provides a written notice of termination to the other party by January 1, 2016, this Agreement will automatically extend by one (1) year to December 31, 2018. This automatic extension and renewal provision shall continue until this Agreement is properly terminated by the provision of written notice in accordance with this Section. Following notice of termination, the terms and conditions contained herein shall continue in full force and effect for the remaining term of the Agreement. The Parties covenant to work cooperatively and in good faith under the terms and conditions expressed herein after one party has given the other party a written notice of termination.

8. ESTABLISHMENT AND MAINTENANCE OF RECORDS

a. The District agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect the costs and its collection results related to the performance of this Agreement. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington. The District further agrees that the County shall have the right to monitor, at its own expense, the fiscal components of the EMS services provided by the District under this Agreement to evaluate whether actual costs remain consistent with the terms of this Agreement. Information will be available based on monthly financial reporting.

b. The District shall retain all books, records, documents and other material relevant to this Agreement for at least three (3) years after its expiration, or as required by state and federal law, whichever is longer. The District agrees that the County or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
c. The District's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Agreement upon request.

9. ALS USER FEES AND WHATCOM COUNTY EMS FUND
   a. The Whatcom County Council shall by ordinance establish user fees for ALS services. Prior to establishment of such fees, the County shall seek input and advice from the EOB on the appropriate amounts for those fees. The District, as an ALS Service Provider, shall take those steps necessary to implement the fees so determined by the County Council, including collection activities when necessary.

   b. The District shall remit all user fees received for services delivered by the contracted transport units to the County on a monthly basis for deposit in the Whatcom County Emergency Medical Services Fund.

   c. The County shall set aside all ALS user fees and funds collected under the Interlocal Cooperation Agreement Between Whatcom County and The Cities of Whatcom County For The Purpose of Defining the Distribution of funds received from the One-Tenth of one Percent Sales Tax Initiative for Countywide Emergency Services ("Sales Tax Agreement"), including all interest income, to procure and fund countywide emergency medical services. The County shall maintain its record and accounting of such fees and funds in a manner consistent with "BARS," as issued by the Office of the State Auditor, State of Washington. The County further agrees that the District shall have the right to monitor, at its own expense, the use and expenditure of such funds to ensure they remain consistent with the terms of this Agreement.

10. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA)
The Parties agree that protected health information shall be used and maintained as set forth in the Business Associate Agreement attached hereto as Exhibit D in order to ensure compliance with HIPAA. The District shall also comply with all applicable provisions of the Health Information Technology for Economic and Clinical Health Act.
11. ASSIGNMENT
The District shall not assign any portion of this Agreement without the written consent of the County, and it is further agreed that, to the extent practical, said consent must be sought in writing by the District not less than forty-five (45) days prior to the date of any proposed assignment. The County agrees that it will not unreasonably withhold such consent. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.

12. COMPLIANCE WITH LAWS
The Parties, in performance of this Agreement, agree to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

13. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES
The County and the District are equal opportunity employers. The District agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The District shall take such action with respect to this Agreement as may be required to ensure full compliance with state and federal law. The District shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Agreement.

14. RELATIONSHIP OF PARTIES
The Parties hereto recognize and agree that they are independent governmental entities. Except as expressly provided for herein, nothing in the Agreement shall be construed to limit the discretion of the governing bodies of each party.
Neither party shall assume any liability for the direct payment of any salary, wages or other compensation of any type to any of the other party's personnel performing services hereunder. No agent, employee or other representative of the Parties shall be deemed to be an employee of the other party for any reason. This Agreement shall not be construed or interpreted such that either party hereto is held to be an agent of the other party.

15. DISPUTE RESOLUTION, JURISDICTION, AND VENUE

a. In the event of a dispute between the Parties arising from this Agreement or any obligations hereunder, the dispute shall first be referred to the operational officers or representatives designated by the Parties to have the responsibility of administering this Agreement. Said officers or representatives shall meet as soon as possible, and in any event the initial meeting shall be held within thirty (30) days of either Party's request for a meeting to resolve the dispute. The Parties covenant to make a good faith attempt to resolve the dispute at this meeting.

b. In the event that the Parties are unable to resolve any dispute arising under this Agreement, or other dispute or disagreement arising from the implementation of the terms of the Agreement, the Parties agree that mediation will be a condition precedent to any litigation. The Parties agree to jointly select a mediator. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of five (5) mediators from a reputable non-Whatcom County dispute resolution organization and alternately strike mediators on that list until one remains. The Parties agree to share equally in the cost of mediation.

c. In the event that mediation is unsuccessful and litigation ensues, each Party shall bear its own costs and expenses. The venue for any dispute related to this Agreement shall be Skagit County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be, governed by the laws of the State of Washington, both as to interpretation and performance.
16. POLITICAL ACTIVITY PROHIBITED
None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

17. INDEMNIFICATION; HOLD HARMLESS
   a. All services to be rendered or performed by the District under this Agreement shall be performed or rendered entirely at the District’s own risk, as to third-party claims based on the services provided by the District under this Agreement, and the District expressly agrees to indemnify and hold harmless the County and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the County or any person which result from or arise out of the services to be performed by the District under this Agreement; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the County, its officers, or employees.

   b. The County expressly agrees to indemnify and hold harmless the District and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the District which result from or arise out of: (1) the County’s performance of its obligations under this Agreement, (2) the County’s administrative role or actions related to ALS in the County; or (3) the services to be performed by the District as a result of acting under the express direction or control of a County employee, agent or representative.

18. TRANSITION, PHASE OUT, AND CLOSE OUT
Upon written notice of termination as outlined in Section 7, the Parties agree to meet and to develop an ALS services transition and phase-out strategy that is agreeable to both Parties. Such strategy shall set forth the manner in which services under this Agreement will be phased out and transitioned to another entity, and will, to the extent practical, minimize the impact to both Parties resulting from the termination and phase out of services. The Parties agree to
meet within thirty (30) days from the written notice of termination to discuss the transition and phase-out strategy. In the event that this Agreement is terminated for any reason, the following provisions shall apply upon the effective date of termination:

a. Upon written request by the District, the County shall make or arrange for payment to the District of contract payment amounts not covered by previous payments; and

b. The District shall expeditiously refund to the County any monies paid in advance for services not performed.

19. SEVERABILITY

a. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

b. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision, which may conflict therewith shall be deemed modified to conform to such statutory provision. If there is a judicial finding of illegality or conflict as set forth in this Section, and such finding materially frustrates either Party's intent with respect to this Agreement, the Party disadvantaged by the finding may cause this Agreement to be reopened for negotiation, with 60 days advance written notice. The negotiation shall be limited to reinstating the Parties to their respective positions as if the finding had not occurred.

20. ENTIRE AGREEMENT

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Both Parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. The Parties agree that this Agreement supersedes any previous agreement between the Parties regarding the services and obligations set forth herein.
21. NOTICES
All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly give in delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

WHATCOM COUNTY

 c/o COUNTY EXECUTIVE

311 GRAND AVENUE

BELLEHAM, WASHINGTON 98225

WHATCOM COUNTY FIRE PROTECTION DISTRICT 7

 c/o FIRE CHIEF

P.O. Box 1599

FERNDALE, WASHINGTON 98284

22. WHATCOM MEDIC ONE NAME
The Parties acknowledge the provider name "Whatcom Medic One" is a licensed, recognized entity operated by the City of Bellingham Fire Department. This name shall continue to be used by the Bellingham Fire Department for Medicare licensing and billing provisions and programs. The Parties will cooperate in using the "Medic One" name, to the extent practical, in a manner that promotes the uniform and integrated provision of EMS service on a county-wide basis.
Executed this ___ day of __________, 2013 for WHATCOM COUNTY.

__________________________
Jack Louws, County Executive

Approved as to form:

______________________________
Daniel L. Gibson
County Civil Prosecuting Attorney

Executed this 19th day of November, 2013 for WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 7

______________________________
Al Saab, Board Chair

Attest:

______________________________
Patty R. Markel
Board Secretary
Exhibit A

Scope of Work

RESPONSE:

1. The ALS Service Provider shall maintain the services of Medic 41, January 1 through June 30, 2014 and provide one (1) ambulance(s), available 24 hours for each day of contracted service July 1, 2014 through December 31, 2016, and shall meet the following criteria:


      i. The paramedics shall have authority of the Medical Program Director ("MPD") to provide paramedic level service in Whatcom County.

      ii. During times when a Whatcom County paramedic-training program is in operation, staffing levels may be altered to one (1) paramedic and one (1) paramedic student.

      iii. In the event two paramedics are not available due to extraordinary circumstances beyond the District’s control, the District may substitute with a Washington State Credentialed EMT B in good standing with Washington State Department of Health.

   b. Ambulance vehicles shall be reliable and maintained consistent with standards identified in WAC 296.305 for emergency response vehicles.

   c. Vehichles and staffing shall meet all applicable Washington State Department of Health and Center for Medicare/Medicaid Service (CMS) requirements for operation as an Advanced Life Support ambulance service.

2. The parties recognize there are occasions, both planned and unplanned, that requires temporary additions to ALS ambulance services. When determining whether to reimburse the ALS Service Provider for such extraordinary events, the Parties will use the following criteria and categories:

   a. Planned events which are of short duration and for which, participation by the ALS Service Provider is voluntary typically will not result in a request for additional reimbursement.

   b. When planned events require additional ALS resources for longer periods of time (usually greater than 8 hours in a day and/or requiring multiple days of service) and the ALS Service Provider has been preapproved by the County to provide these resources, the ALS Service Provider may submit a request for additional reimbursement and should anticipate receipt of requested funds.
c. For unplanned events, such as weather events, multi-casualty events, catastrophic man made or naturally occurring events, and/or events that isolate portion(s) of a service area that require adding ALS resources, the Fire Chief has the authority to deploy additional ALS resources during such events. The Fire Chief shall consult regarding resource deployment with the County Executive as soon as reasonably possible, but no later than 24 hours after deployment, and may request reimbursement for these additional services.

3. The parties recognize all areas of the county will not receive the same response time for ALS services. A county-wide tiered response model of closest Basic Life Support (BLS) service providing first response to ALS incidents with ALS Service Providers responding as soon as possible to the highest call volume areas will be utilized.

   a. The County and ALS Service Provider shall determine the best location to stage/house ambulances within a County identified service area in a manner that achieves best possible response times to the highest call volume areas.

   b. Impacts resulting from changes to service areas will be negotiated by the parties.

   c. The Parties recognize the ALS Service Provider will provide BLS service using a contracted ambulance unit pursuant to dispatch protocols and/or directions of the Medical Program Director. Revenue from services provided under those BLS Services will be remitted to the County.

PERFORMANCE REPORTING:

1. The County shall develop standardized reporting formats and the ALS Service Provider shall report performance in the following areas utilizing the County format to include but not limited to:

   a. Response times to time critical incidents within County-identified sub divisions of the contracted service area(s);

   b. Ambulance response statistics including response transports, out of service time, and count of incident types responded to;

   c. Year-end expenditure report; and

   d. County-identified patient outcome reporting.

COORDINATION OF SERVICES:

1. ALS Service Provider shall work cooperatively with first response agencies, other ALS Service Provider agencies and the Medical Program Director to achieve a consistent and coordinated response countywide by using the following methods:

   a. Mutual aid agreements with all County contracted ALS service providers that minimize delays to ALS services.
b. Standardization of vehicles and equipment ensuring effective emergency scene operations.

2. The ALS Service Provider shall contract with a supervising physician to provide consistent and high quality ALS medical oversight of the care provided by paramedic personnel authorized to practice under this Agreement.

3. The ALS Service Provider shall facilitate participation in County approved pre-hospital medical care studies and the collection of required documentation for such studies.

4. In cooperation with the MPD and other ALS Service Providers, the ALS Service Provider shall attend continuing education meetings designed to meet state continuing education, supervising physician, and MPD requirements.

5. Based on call volumes and service capacity, the Parties agree to regularly discuss, together with EOB and TAB, deployment planning to include number and location of units to ensure high quality service is retained throughout Whatcom County.

BILLING SERVICES:

1. The ALS Service Provider shall provide medical billing services for contracted ambulance transports utilizing criteria that are consistent with CMS Ambulance billing requirements. For claims that are not covered by CMS, the ALS service provider will apply the applicable rules/regulations of the specific payor(s) for such claims.

   a. The ALS Service Provider will provide, or contract for, billing with appropriate coding credentials and compliance expertise as they pertain to ambulance medical billing.

   b. The ALS Service Provider shall maintain policies which address; write-offs, write-downs, charity care, and collections criteria and process. These policies will be modified as may be required by CMS or other regulation.

   c. The ALS Service Provider shall remit to the County, on a monthly basis, all ambulance fees collected that result from services provided by the contracted ambulance(s).

      i. The ALS Service Provider shall maintain documentation of all payments and activities on all accounts/claims to be disclosed to the county upon request of such information.

      ii. The ALS Service Provider will provide reports to the appropriate County personnel regarding status of accounts; individually, and/or summary on a periodic basis as is appropriate for the specific tasks.

   d. The ALS Service Provider shall securely process and store all patient medical records consistent with Washington State RCW/WAC and HIPAA.
EXHIBIT "B"
SERVICE AREA
EXHIBIT “C”

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 using the following model:

- 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 with EOB and TAB to ensure ALS delivery from a system-wide perspective.

- EMS Oversight Board (EOB) will 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):

1. Maintain or improve current standards of patient care through:
   a. Regional Medical Direction in conjunction with Whatcom County Medical Program Director (MPD)
   b. BLS/ALS protocols
   c. Medical Community sponsored research studies approved by the County
   d. National and International Industry best practices

2. Improve the operational efficiencies of the system to help contain costs by:
   a. Standardizing paramedic student training requirements; consolidating and conducting joint training
   b. Strengthening cross-jurisdictional mutual service agreements

3. Manage the rate of growth in the demand for ALS services by:
   a. Determining the number and location of ALS units based on:
      • 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

b. Triaging calls and classification as BLS vs. ALS patient care
c. Appropriate utilization of transport services based on patient needs
d. Coordinating EMS system development with local health care providers, EMS Trauma Care Council(s) and the State Department of Health

Ensure the EMS system operates in coordinated partnerships between the BLS agencies and ALS Service Providers through regionalization, collaboration and cross-jurisdictional coordination; examples include:

a. Equipment exchange
b. Equipment research
c. Group purchasing
d. Equipment specifications
d. Paramedic/EMT interaction training
EXHIBIT "D"

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into in duplicate originals this day by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the 'County' and the WHATCOM COUNTY FIRE PROTECTION DISTRICT 7, a municipal corporation OF THE State of Washington, hereinafter referred to as the 'District'. Together, the County and the District are the only parties to this Agreement and may be referred to as "Parties" or individually as a "Party" hereinafter.

1. Definitions

1.1 HIPAA Terminology:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the City.


2. Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and complies with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform its obligations under the Interlocal Agreement For EMS Administrative Services.

(b) Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(c) Business Associate may use or disclose protected health information as required by law.

(d) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(e) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

4. Termination

(a) Term. The Term of this Agreement shall be effective as of the effective date of the Interlocal Agreement For Ems Administrative Services to which this Agreement is attached and shall terminate on the termination date of the Interlocal Agreement For Ems Administrative Services or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity; provided, however, that termination of this Agreement shall not affect the Interlocal Agreement For EMS Administrative Services except that the Parties shall meet and establish a new business associate agreement with appropriate provisions to correct the violation.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by business associate on behalf of Covered Entity, shall:

Retain only that protected health information, which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in Section 3 above which applied prior to termination; and

Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section 4 shall survive the termination of this Agreement.
## TITLE OF DOCUMENT:
Interlocal Agreement between the City of Bellingham and Whatcom County for the provision of ALS Services

## ATTACHMENTS:
- Interlocal Agreement
- Cover Memo

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

Request authorization to enter into an interlocal agreement between the City of Bellingham and Whatcom County for the provision of ALS Services.

## COMMITTEE ACTION:

## COUNCIL ACTION:

### Related County Contract #:

### Related File Numbers:

### Ordinance or Resolution Number:

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

TO: Whatcom County Council Members

FROM: County Executive Jack Louws

RE: Interlocal Agreement for the provision of Advanced Life Support Ambulance services (ALS)

DATE: December 2, 2013

Background and Purpose:
On December 8th, 2010 by Resolution 2010-052 the County requested a notification letter be sent to the City of Bellingham to discontinue the existing Interlocal Agreement regarding Emergency Medical and Ambulance Services. On June 5, 2012, a Joint Resolution of the City of Bellingham (2012-13) and Whatcom County (2012-016) adopted a recommended business model for county-wide emergency medical services.

Last May, I updated the Council on the pending progress of our contract negotiations and submitted a “2014 EMS System Proposal”. This proposal identified Whatcom County’s primary challenges as containing costs and meeting the goals of the Council as defined in Resolution 2010-052.

The attached interlocal agreement for the provision of Advanced Life Support Ambulance services (ALS) represents the work of Whatcom County, the City of Bellingham and Fire District 7 to put forth service agreements to provide an integrated EMS system for Whatcom County. The agreements were developed and negotiated to accomplish the mandates as identified in the Joint Resolution. As with most complicated negotiations, many issues were identified, reviewed and eventually resolved. In addition, many technical issues have been clarified for the mutual benefit of the Parties and a transition plan has been incorporated into the service agreement.

The new service agreements assume the formation of both the EMS Oversight Board (EOB) and the Technical Advisory Board (TAB). These Boards will ensure equitable representation from both Whatcom County and the community in framing the ongoing implementation of an integrated and coordinated EMS system. Beginning with the inception of these contracts in 2014, administration of the EMS system will be the responsibility of the County working with the EOB and TAB Advisory Boards.

Funding Amount and Source:
Funding will be the EMS Fund and General Fund. The attached worksheet outlines the projected budget for 2014, 2015 and 2016.
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

### Contract Information:
- **Originating Department:** Executive Office
- **Contract or Grant Administrator:** County Executive Designee
- **Contractor's / Agency Name:** City of Bellingham

### Contract Details:
- **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)**
- **Is this contract the result of a RFP or Bid process?** Contract
- **If yes, RFP and Bid number(s)**
- **Cost Center:**

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

### Contract Amount:
- **Contract Amount:** (sum of original contract amount and any prior amendments) $15,371,865.
- **This Amendment Amount:** $
- **Total Amended Amount:** $

### Summary of Scope:
- Service agreement for the provision of ALS services for three years. Costs broken down by year are as follows: 2014 $5,602,998.00, 2015 $4,792,189.00, 2016 $4,976,678.00

### Term of Contract:
- **Expiration Date:** 12-31-16

### Contract Routing Steps & Signoff:

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<td>7. Contractor signed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>12-2-13</td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## EMS SYSTEM COSTS 2014-2016

<table>
<thead>
<tr>
<th>OPERATIONS</th>
<th>Exec Louws Proposed Unified 3 COB+1 FD7</th>
<th>2 3 COB + 1 FD7 plus EMS 6</th>
<th>Existing System (Without EMS 6) 4COB/Partial FD7</th>
<th>Unified (Without EMS 6) 4COB/1/2 FD7</th>
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</thead>
<tbody>
<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax</td>
<td>2,259,000</td>
<td>2,259,000</td>
<td>2,259,000</td>
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<tr>
<td>Whatcom County</td>
<td>1,433,000</td>
<td>1,433,000</td>
<td>1,433,000</td>
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<tr>
<td>City Of Bellingham</td>
<td>-</td>
<td>-</td>
<td>1,067,774</td>
<td>1,067,775</td>
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<tr>
<td>District Dispatch Revenues</td>
<td>293,000</td>
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<td>293,000</td>
<td>293,000</td>
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<tr>
<td>Fee Revenues</td>
<td>2,490,000</td>
<td>2,490,000</td>
<td>2,225,000</td>
<td>2,360,000</td>
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<td>Total Revenues</td>
<td>6,475,000</td>
<td>6,475,000</td>
<td>7,277,774</td>
<td>7,412,775</td>
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<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COB Units</td>
<td>5,551,533</td>
<td>5,731,533</td>
<td>7,402,044</td>
<td>7,402,044</td>
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<tr>
<td>COB Subsidy</td>
<td>(1,125,000)</td>
<td>(1,125,000)</td>
<td>(750,000)</td>
<td>(750,000)</td>
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<td>FD7 Units</td>
<td>1,486,338</td>
<td>1,486,338</td>
<td>130,000</td>
<td>750,000</td>
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<tr>
<td>Dispatch</td>
<td>910,000</td>
<td>910,000</td>
<td>910,000</td>
<td>910,000</td>
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<tr>
<td>Total Expenditures</td>
<td>6,822,871</td>
<td>7,002,871</td>
<td>8,442,044</td>
<td>9,062,044</td>
</tr>
<tr>
<td>Net Deficit</td>
<td>(347,871)</td>
<td>(527,871)</td>
<td>(1,164,270)</td>
<td>(1,649,269)</td>
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### EFFECT ON EMS FUND BALANCE

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>2014 Beginning Fund Balance</td>
<td>3,141,916</td>
<td>3,141,916</td>
<td>3,141,916</td>
<td></td>
</tr>
<tr>
<td>2014 Revenues (Sales Tax &amp; Interest)</td>
<td>2,268,330</td>
<td>2,267,430</td>
<td>2,268,888</td>
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<tr>
<td>2014 Expenditures (Payments for Services)</td>
<td>2,606,871</td>
<td>2,786,871</td>
<td>3,423,270</td>
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<tr>
<td>2014 Expenditures (Transition Costs)</td>
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<td>2014 Ending Fund Balance</td>
<td>1,875,375</td>
<td>1,694,475</td>
<td>1,987,534</td>
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<td>2015 Revenues (Sales Tax &amp; Interest)</td>
<td>2,334,356</td>
<td>2,332,524</td>
<td>2,330,712</td>
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<tr>
<td>2015 Expenditures (Payments for Services)</td>
<td>2,685,077</td>
<td>2,870,477</td>
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<td>2015 Ending Fund Balance</td>
<td>1,524,653</td>
<td>1,156,522</td>
<td>792,278</td>
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<tr>
<td>2016 Revenues (Sales Tax &amp; Interest)</td>
<td>2,402,351</td>
<td>2,399,556</td>
<td>2,396,573</td>
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<tr>
<td>2016 Expenditures (Payments for Services)</td>
<td>2,765,629</td>
<td>2,956,591</td>
<td>3,631,747</td>
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<tr>
<td>2016 Ending Fund Balance</td>
<td>1,161,375</td>
<td>599,486</td>
<td>(442,896)</td>
<td></td>
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</table>

### NOTES:

1. Includes 3 full Bellingham units, 1 fully validated Fire District 7 unit, transition costs of $190,000 for FD 7 and $738,000 for COB, no EMS 6
2. Includes 3 full Bellingham units, 1 fully validated Fire District 7 unit, transition costs of $190,000 for FD 7 and $738,000 for COB, plus EMS 6 to provide surge capacity and manage calls
3. Includes 4 full Bellingham units, Fire District 7 continues serving only FD7 and FD 17, keeps all ALS revenue, no EMS 6
4. Includes 4 full Bellingham units, 1/2 time fully validated Fire District 7 unit, FD 7 contributes half its ALS revenues into the system, no EMS 6
5. Assumes that Sales Tax revenues and Payments for Services increase at 3% per year after 2014.
INTERLOCAL AGREEMENT FOR ADVANCED LIFE SUPPORT SERVICES

This Interlocal Agreement for Advanced Life Support Services ("Agreement") is made and entered into in duplicate originals this day by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the 'County' and the CITY OF BELLINGHAM, a municipal corporation, hereinafter referred to as the 'City'. Together, the County and the City are the only parties to this Agreement and may be referred to as "Parties" or individually as a "Party" hereinafter.

RECATIALS

WHEREAS, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

WHEREAS, statutes and regulations concerning the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

WHEREAS, the County and City previously executed agreements to fund and operate a county-wide advanced life support ("ALS") paramedic program called "Whatcom Medic One" (WMO); and

WHEREAS, WMO is currently funded by user fees, general funds from the County and City, along with a countywide EMS sales tax collected and dedicated to provide unified, county wide emergency medical services as provided by law; and

WHEREAS, the City has effectively operated WMO for 39 years; and

WHEREAS, in 2005, the City, County and all Whatcom County fire agencies developed a near-term, six-year emergency medical services plan, which has largely been implemented; and

WHEREAS, that planning effort also addressed longer-term planning issues, such as provision of tiered services (ALS and BLS) and development of further ALS capacity within the county fire service agencies depending upon future service demands; and
WHEREAS, 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 throughout the cities and the unincorporated area of the County; and

WHEREAS, the County provided notice to the City in December, 2010 terminating the Interlocal Agreement for EMS Services between the City and County ("Previous Interlocal for EMS Services") which is set to terminate effective December 31, 2013; and

WHEREAS, the County is the governmental entity that will assume responsibility to ensure a unified administration and integrated operation of ALS services on a county-wide basis; and

WHEREAS, the County desires to reconstruct the contractual relationship with the City which is necessary for the provision of ALS services; and

WHEREAS, the City represents that it has qualified and experienced ALS operational personnel already in place to perform the services as defined in this Agreement; and

WHEREAS, the Parties agree that a contract for services with compensation based on fixed amounts, with the fixed amounts agreed for the first three years and then renegotiated every two years, subject to the modifications set forth below, is the appropriate form of contract for the services being provided; and

WHEREAS, this Agreement will replace and supersede the Previous Interlocal Agreement for EMS Services.

THEREFORE, in consideration of the terms, conditions, covenants, and obligations contained herein, the Parties mutually agree as follows:
AGREEMENT

1. DEFINITIONS AND EXHIBITS:

DEFINITIONS:

"ALS Services" are limited to those services identified throughout this Agreement and those services added to this Agreement by written contract modification.

"ALS" (Advanced Life Support) means pre-hospital medical care requiring training and certification beyond the Emergency Medical Technician Basic level as required by Washington State law and regulations.

"ALS Service Provider" means those entities that contract with the County to provide pre-hospital ALS treatment and transport services and which possess Washington State ambulance licensure and operate consistent with trauma verification regulations to provide such service within Whatcom County.

"BLS" (Basic Life Support) means those services identified in Washington state law and regulations as being provided at the Emergency Medical Technician Basic level.

"EMS Oversight Board" ("EOB") means the board envisioned in Whatcom County Resolution #2012-016 and City of Bellingham Resolution #2012-013 to provide recommendations regarding EMS system planning, administration, operations, levels of service, EMS service costs, revenues, and associated financial reporting to the County, Cities and Fire Districts in Whatcom County. The composition and duties of the EOB have been further defined by County Ordinance #__________.

"Technical Advisory Board" ("TAB") means the board established jointly by the County and City pursuant to Whatcom County Resolution #2012-016 and City of Bellingham Resolution #2012-013 to provide recommendations and information on operational, educational, and logistical components of ALS service in Whatcom County. The composition and duties of the TAB have been further defined by County Ordinance #__________.
EXHIBITS:
The Agreement utilizes:
Exhibit “A” Scope of Work
Exhibit “B” Defined Service Areas
Exhibit “C” EMS Administrative Services
Exhibit “D” Business Associate Terms
These Exhibits may be modified by mutual written agreement of the Executive and the Mayor.

2. OBLIGATIONS OF THE PARTIES AS TO COUNTY-WIDE ALS SERVICE.
The goal of the Parties is to work cooperatively with each other as well as the EOB and TAB to facilitate coordinated county-wide paramedic ambulance services. Each party's responsibilities in furtherance of this goal are identified as follows:

a) The City, as an ALS Service Provider, shall perform such services as are identified and designated as City responsibilities throughout this Agreement and as detailed in Exhibits “A” and “B” attached hereto and made a part hereof. The City will be the primary service provider for Service Area 1 as identified on Exhibit “B” and shall provide backup services to Service Area 2. The City, as an ALS Service Provider, shall provide its best efforts to support and cooperate with all other EMS providers.

b) The County, as the administrator of the county-wide EMS system, shall be responsible for high level administrative functions or actions that are needed to ensure continued integrated and uniform county-wide EMS service. The County shall also provide county-wide ALS administrative services, which it may procure by separate contract(s). These administrative responsibilities and administrative services are detailed in Exhibit “C”, attached hereto and by reference made a part hereof. The County shall require that any contracts or agreements with an administrative services provider or other ALS Service Providers facilitate efficient and effective cooperation among the ALS Service Providers and the administrative services provider and further ensure integrated and uniform county-wide ALS service. The County shall pay all dispatch fees associated with services provided under this Agreement.

c) EMS dispatch fees shall be billed to the County. County will bill EMS agencies for BLS transports not covered under this contract. Both parties will work with the EOB and the TAB to establish the best method for properly distributing all EMS dispatch costs not recovered through transport calls.
3. IMPRACTICABILITY AND FORCE MAJEURE.
Neither the County nor the City shall be required to perform any obligation to the extent the performance or the provision of such becomes impracticable as a result of a cause or causes outside of the reasonable control of the County or City, or to the extent the performance of such requires the County or City to violate applicable laws, rules or regulations or result in the breach of any license, permit or applicable contract. The obligations of the County and City under this Agreement are subject to conditions of force majeure, including an act of God, act of a public enemy, war, revolution, riot, or any other cause which is not reasonably within the control of the County or City.

4. THE EOB AND TAB
The City, as an ALS Service Provider, and the County shall coordinate and implement the services described in Exhibit "A" in accordance with best industry practices and EOB and TAB recommendations as administered by the County, and subject to a right to reopen the financial component of this Agreement as described in Section 6 below. ALS Service Providers will participate in the work of the EOB and TAB. Neither the EOB nor the TAB is a party to this Agreement, and nothing herein shall serve to create third party rights in favor of the EOB, the TAB, or any other person or entity not specifically identified as a Party to this Agreement.

5. COMPENSATION AND METHOD OF PAYMENT
As consideration for the provision of the ALS services set forth in this Agreement, the County shall pay to the City a fee for ALS services ("ALS Service Fee") as defined in this Section.

a. ALS Service Fee For Calendar Years 2014, 2015 and 2016.
The ALS Service Fee for calendar year 2014 shall be:
Total cost of three paramedic ambulance is $4,433,998.00
Supervisor/Chase car for surge capacity is $180,000.00

The ALS Service Fee for calendar year 2015 shall be:
Total cost of three paramedic ambulance is $4,609,659.00
Supervisor/Chase car for surge capacity is $182,530.00

The ALS Service Fee for calendar year 2016 shall be:
Total cost of three paramedic ambulance is $4,791,565.00
Supervisor/Chase car for surge capacity is $185,113.00
b. **Additional Transition Costs for 2014.** The parties acknowledge that an orderly transition of services from the (previous contract) to the new contract will require a phase in – phase out approach with respect to one Medic Unit. The County shall pay the City $989,000 in transition costs:

1. The City will provide one (1) additional ambulance available 24 hours for each day from January 1, 2014 through June 30, 2014 and shall provide service to the area identified in attached “transitional service area” map. The cost for these 6 months of medic unit operation will be $739,000.

2. The County shall reimburse the City additional transition cost, not to exceed $250,000, for the period of July 1, 2014 through December 31, 2014 related to the cost of attrition. Reimbursement will be limited to the costs necessary to attrition of the personnel related to the 4th medic unit. All personnel funded through this agreement shall be available for response to ALS incidents countywide and additional ALS resources may be placed into service on a day by day basis based on available staffing.

As to Section 5.b.2., at least quarterly and no more often than monthly, the City will submit to the Whatcom County Executive an invoice and supporting documentation to prove expenses incurred.

c. **ALS Service Fee Beyond the Transition Year and Initial Two-Year Period.** Beginning in April of 2016 and no later than April of each even year thereafter, the County Executive and the Mayor of the City shall begin meeting to formulate a joint recommendation to their respective councils for the ALS Service Fee for the following two calendar years. The City will provide detailed expenditure reports covering the actual cost of service provided, using standard format developed for all ALS Service Providers. Following approval by the respective councils, the ALS Service Fee amounts for the following two calendar years shall be set forth in an addendum to this Agreement. In the event the respective councils do not approve mutually agreed ALS Service Fee amounts for the following two calendar years, the annual ALS Service Fee shall be automatically adjusted annually on January 1 of each remaining year by the same percentage increase as the increase in the Seattle-Tacoma-Bremerton CPI-U inflation
adjusted index multiplied by one point one five (1.15) until this Agreement terminates in accordance with its provisions; provided, however, that such automatic adjustment shall not be a decrease.

d. **Monthly Payments.** Beginning in January 2014, the County shall pay to the City the ALS Service Fee amount for 2014 in twelve (12) monthly payments and for each year thereafter in twelve (12) equal monthly payments. The City shall submit to the County an invoice setting forth the monthly payment due. The County shall initiate authorization for monthly payment after receipt of the invoices and shall make payment to the City within thirty (30) days thereafter.

e. **Certain Services May Be Compensated and Billed Separately Subject to County Review and Approval.** An event that overburdens current operational resources or adversely affects service capacity, as identified in Exhibit “A” number 2, may result in an application by the City to the County for cost reimbursement separate from the ALS Service Fee. Such application may be subject to review and recommendation by the EOB. The County will review such an application in good faith for reimbursement.

6. **CONTRACT REOPENER**

a. The Parties may mutually agree to re-open the contract for renegotiation of any of its terms based on changed circumstances.

b. This Agreement will be reopened at either the County's request or the City's request if the County requests changes in the means or methods of services identified in Exhibit "A" that have financial implications. The scope of the reopener shall be limited to addressing the financial implications and the specific request that raises financial implications.

c. The City in entering this Agreement is relying on the EOB and TAB structure as set forth in County Ordinance No. __________. This Agreement will be reopened at the City's request if the composition or duties of the EOB or the TAB are modified from those defined by the above County ordinance. The scope of the reopener shall be limited to addressing the implication of the modifications.

d. This Agreement may be reopened as set forth in Sections 19.c and 19.d.
7. EFFECTIVE DATE, DURATION AND TERMINATION

This Agreement shall be effective on January 1, 2014 and shall continue through and including December 31, 2016. Starting on January 1, 2015, this Agreement shall automatically extend for successive one (1) year periods unless one party provides the other party with written notice of termination by no later than January 1. For example, if neither party provides a written notice of termination to the other party by January 1, 2015, this Agreement will automatically extend by one (1) year to December 31, 2017. By way of further example, if neither party provides a written notice of termination to the other party by January 1, 2016, this Agreement will automatically extend by one (1) year to December 31, 2018. This automatic extension and renewal provision shall continue until this Agreement is properly terminated by the provision of written notice in accordance with this Section. Following notice of termination, the terms and conditions contained herein shall continue in full force and effect for the remaining term of the Agreement. The Parties covenant to work cooperatively and in good faith under the terms and conditions expressed herein after one party has given the other party a written notice of termination.

8. ESTABLISHMENT AND MAINTENANCE OF RECORDS

a. The City agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect the costs and its collection results related to the performance of this Agreement. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington. The City further agrees that the County shall have the right to monitor, at its own expense, the fiscal components of the EMS services provided by the City under this Agreement to evaluate whether actual costs remain consistent with the terms of this Agreement. Information will be available based on monthly financial reporting.

b. The City shall retain all books, records, documents and other material relevant to this Agreement for at least three (3) years after its expiration, or as required by state and federal law, whichever is longer. The City agrees that the County or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
c. The City's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Agreement upon request.

9. ALS USER FEES AND WHATCOM COUNTY EMS FUND
   a. The Whatcom County Council shall by ordinance establish user fees for ALS services. Prior to establishment of such fees, the County shall seek input and advice from the EOB on the appropriate amounts for those fees. The City, as an ALS Service Provider, shall take those steps necessary to implement the fees so determined by the County Council, including collection activities when necessary.

   b. The City shall remit all user fees received for services delivered by the contracted transport units to the County on a monthly basis for deposit in the Whatcom County Emergency Medical Services Fund.

   c. The County shall set aside all ALS user fees and funds collected under the Interlocal Cooperation Agreement Between Whatcom County and The Cities of Whatcom County For The Purpose of Defining the Distribution of funds received from the One-Tenth of one Percent Sales Tax Initiative for Countywide Emergency Services ("Sales Tax Agreement"), including all interest income, to procure and fund countywide emergency medical services. The County shall maintain its record and accounting of such fees and funds in a manner consistent with "BARS," as issued by the Office of the State Auditor, State of Washington. The County further agrees that the City shall have the right to monitor, at its own expense, the use and expenditure of such funds to ensure they remain consistent with the terms of this Agreement.

10. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA)
The Parties agree that protected health information shall be used and maintained as set forth in the Business Associate Agreement attached hereto as Exhibit B in order to ensure compliance with HIPAA. The City shall also comply with all applicable provisions of the Health Information Technology for Economic and Clinical Health Act.

11. ASSIGNMENT
    The City shall not assign any portion of this Agreement without the written consent of the County, and it is further agreed that, to the extent practical, said consent must be sought in
writing by the City not less than forty-five (45) days prior to the date of any proposed assignment. The County agrees that it will not unreasonably withhold such consent. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.

12. COMPLIANCE WITH LAWS
The Parties, in performance of this Agreement, agree to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

13. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES
The County and the City are equal opportunity employers. The City agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The City shall take such action with respect to this Agreement as may be required to ensure full compliance with state and federal law. The City shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Agreement.

14. RELATIONSHIP OF PARTIES
The Parties hereto recognize and agree that they are independent governmental entities. Except as expressly provided for herein, nothing in the Agreement shall be construed to limit the discretion of the governing bodies of each party.

Neither party shall assume any liability for the direct payment of any salary, wages or other compensation of any type to any of the other party's personnel performing services hereunder. No agent, employee or other representative of the Parties shall be deemed to be an employee of the other party for any reason. This Agreement shall not be construed or interpreted such that either party hereto is held to be an agent of the other party.
15. DISPUTE RESOLUTION, JURISDICTION, AND VENUE

a. In the event of a dispute between the Parties arising from this Agreement or any obligations hereunder, the dispute shall first be referred to the operational officers or representatives designated by the Parties to have the responsibility of administering this Agreement. Said officers or representatives shall meet as soon as possible, and in any event the initial meeting shall be held within thirty (30) days of either Party's request for a meeting to resolve the dispute. The Parties covenant to make a good faith attempt to resolve the dispute at this meeting.

b. In the event that the Parties are unable to resolve any dispute arising under this Agreement, or other dispute or disagreement arising from the implementation of the terms of the Agreement, the Parties agree that mediation will be a condition precedent to any litigation. The Parties agree to jointly select a mediator. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of five (5) mediators from a reputable non-Whatcom County dispute resolution organization and alternately strike mediators on that list until one remains. The Parties agree to share equally in the cost of mediation.

c. In the event that mediation is unsuccessful and litigation ensues, each Party shall bear its own costs and expenses. The venue for any dispute related to this Agreement shall be Skagit County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

16. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

17. INDEMNIFICATION; HOLD HARMLESS

a. All services to be rendered or performed by the City under this Agreement shall be performed or rendered entirely at the City's own risk, as to third-party claims based on
the services provided by the City under this Agreement, and the City expressly agrees to indemnify and hold harmless the County and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the County or any person which result from or arise out of the services to be performed by the City under this Agreement; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the County, its officers, or employees.

b. The County expressly agrees to indemnify and hold harmless the City and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the City which result from or arise out of: (1) the County's performance of its obligations under this Agreement, (2) the County's administrative role or actions related to ALS in the County; or (3) the services to be performed by the City as a result of acting under the express direction or control of a County employee, agent or representative.

18. TREATMENT OF ASSETS AND LIABILITIES OF WHATCOM MEDIC ONE
The accounting for and ownership of funds, property, outstanding accounts receivable, accounts payable and other assets which are now under joint ownership and responsibility of the County and the City under the Previous Interlocal Agreement for EMS Services shall be as set forth in a separate agreement. Following the effective date of this Agreement, the City as an ALS Service Provider will be responsible for the acquisition, repair, maintenance, and upkeep of personal property assets needed to provide ALS service. Any future purchase of real property needed for ALS service within Whatcom County will require further discussions and agreement between the County and the City as an ALS Service Provider that will operate on the real property.

19. TRANSITION, PHASE OUT, AND CLOSE OUT
Upon written notice of termination as outlined in Section 7, the Parties agree to meet and to develop an ALS services transition and phase-out strategy that is agreeable to both Parties. Such strategy shall set forth the manner in which services under this Agreement will be phased out and transitioned to another entity, and will, to the extent practical, minimize the impact to both Parties resulting from the termination and phase out of services. The Parties agree to
meet within thirty (30) days from the written notice of termination to discuss the transition and phase-out strategy. In the event that this Agreement is terminated for any reason, the following provisions shall apply upon the effective date of termination:

a. Upon written request by the City, the County shall make or arrange for payment to the City of contract payment amounts not covered by previous payments; and

b. The City shall expeditiously refund to the County any monies paid in advance for services not performed.

c. The provision of this subsection 19.c shall be effective only in the event the County initiates termination of this Agreement and there is no contract by the County for ALS Service within the City of Bellingham. In order to mitigate the impacts resulting from termination of the agreement, for a three year period following the effective date of termination of this Agreement, the County shall remit to the City a proportion of the total sales tax collected for countywide emergency medical services under the Sales Tax Agreement. The proportion of the total annual sales tax remitted to the City shall be equal to the proportion of the population of the City of Bellingham compared to the population of Whatcom County in its entirety. Population figures will be based on the most recent census data available. By way of example, if the population of the City of Bellingham constitutes 40% of the total population of Whatcom County, the amount remitted to the City shall be 40% of the total sales tax receipt received by the County under the Sales Tax Agreement. In the event the City withdraws from the Sales Tax Agreement, upon the effective date of the City’s withdrawal, the City will have the right to retain the portion due the City under RCW 82.14.450 and the remittance set forth in this subsection (19.c) will cease. This subsection (19.c) may be modified by mutual agreement of the City and County. This subsection (19.c) may be reopened at the request of either the County or the City if the voters of Whatcom County pass a new levy that is intended to fund emergency medical services.

d. The provision of this subsection (19.d) shall be effective only if the City initiates termination of this Agreement in which event the City will only be eligible for the sales tax proceeds as defined under RCW 82.14.450. This subsection (19.d) may be modified by mutual agreement of the City and County. This subsection (19.d) may be reopened at
the request of either the County or the City if the voters of Whatcom County pass a new levy that is intended to fund emergency medical services.

20. SEVERABILITY

a. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

b. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision. If there is a judicial finding of illegality or conflict as set forth in this Section, and such finding materially frustrates either Party's intent with respect to this Agreement, the Party disadvantaged by the finding may cause this Agreement to be reopened for negotiation, with 60 days advance written notice. The negotiation shall be limited to reinstating the Parties to their respective positions as if the finding had not occurred.

21. ENTIRE AGREEMENT

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Both Parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. The Parties agree that this Agreement supersedes any previous agreement between the Parties regarding the services and obligations set forth herein.

22. NOTICES

All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given when delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:
WHATCOM COUNTY
c/o COUNTY EXECUTIVE
311 GRAND AVENUE
BELLINGHAM, WASHINGTON 98225

CITY OF BELLINGHAM
c/o FIRE CHIEF
1800 Broadway
BELLINGHAM, WASHINGTON 98225

23. WHATCOM MEDIC ONE NAME

The Parties acknowledge the provider name "Whatcom Medic One" is a licensed, recognized entity operated by the City of Bellingham Fire Department. This name shall continue to be used by the Bellingham Fire Department for Medicare licensing and billing provisions and programs. The Parties will cooperate in using the "Medic One" name, to the extent practical, in a manner that promotes the uniform and integrated provision of EMS service on a county-wide basis.

Executed this ___ day of ____________, 2013 for WHATCOM COUNTY.

__________________________
Jack Louws, County Executive

Approved as to form:

__________________________
Daniel L. Hudson
County Civil Prosecuting Attorney

Executed this ___ day of ____________, 2013 for CITY OF BELLINGHAM.

__________________________
Kelli L. Irvin, Mayor
Attest:

__________________________
Brian Henshaw, Finance Director

Departmental Approval:

__________________________
Department Head

Approved as to form:

__________________________
City Attorney
Exhibit A

Scope of Work

RESPONSE:

1. The ALS Service Provider shall provide three (3) ambulance(s), available 24 hours for each day of contracted service January 1, 2014 through December 31, 2016, and shall meet the following criteria:

   a. Staffing for each ambulance shall consist of two (2) Washington State Certified paramedics in good standing with Washington State Department of Health.

      i. The paramedics shall have authority of the Medical Program Director ("MPD") to provide paramedic level service in Whatcom County.

      ii. During times when a Whatcom County paramedic training program is in operation, staffing levels may be altered to one (1) paramedic and one (1) paramedic student.

   b. Ambulance vehicles shall be reliable and maintained consistent with standards identified in WAC 296.305 for emergency response vehicles.

   c. Vehicles and staffing shall meet all applicable Washington State Department of Health and Center for Medicare/Medicaid Service (CMS) requirements for operation as an Advanced Life Support ambulance service.

2. The ALS Service Provider shall provide one (1) paramedic supervisor available 24 hours per day of contracted service January 1, 2014 through December 31, 2016 and shall meet the following criteria:

   a. The paramedic supervisor shall have authority of the Medical Program Director to provide paramedic level service in Whatcom County.

   b. The supervisor shall be furnished with, and shall utilize, a utility-type vehicle equipped with essential equipment and supplies allowing for paramedic level care to be rendered to patients.

   c. In addition to supervisory duties performed, this paramedic-staffed unit shall be available for response countywide at times when "call for service surge" exceeds paramedic ambulance capacity.

3. The parties recognize there are occasions, both planned and unplanned, that require temporary additions to ALS ambulance services. When determining whether to reimburse the ALS Service Provider for such extraordinary events, the Parties will use the following criteria and categories:
a. Planned events which are of short duration and for which participation by the ALS Service Provider is voluntary typically will not result in a request for additional reimbursement.

b. When planned events require additional ALS resources for longer periods of time (usually greater than 8 hours in a day and/or requiring multiple days of service) and the ALS Service Provider has been preapproved by the County to provide these resources, the ALS Service Provider may submit a request for additional reimbursement and should anticipate receipt of requested funds.

c. For unplanned events, such as weather events, multi-casualty events, catastrophic man-made or naturally occurring events, and/or events that isolate portion(s) of a service area that require adding ALS resources, the Fire Chief has the authority to deploy additional ALS resources during such events. The Fire Chief shall consult regarding resource deployment with the County Executive as soon as reasonably possible, but no later than 24 hours after deployment, and may request reimbursement for these additional services.

4. The parties recognize all areas of the county will not receive the same response time for ALS services. A county-wide tiered response model of closest Basic Life Support (BLS) service providing first response to ALS incidents with ALS Service Providers responding as soon as possible to the highest call volume areas will be utilized.

a. The County and ALS Service Provider shall determine the best location to stage/house ambulances within a County identified service area in a manner that achieves best possible response times to the highest call volume areas.

b. Impacts resulting from changes to service areas will be negotiated by the parties.

c. The Parties recognize the ALS Service Provider will provide BLS service using a contracted ambulance unit pursuant to dispatch protocols and/or directions of the Medical Program Director. Revenue from services provided under those BLS Services will be remitted to the County.

**PERFORMANCE REPORTING:**

1. The County shall develop standardized reporting formats and the ALS Service Provider shall report performance in the following areas utilizing the County format, to include but not limited to:

a. Response times to time-critical incidents within County-identified sub divisions of the contracted service area(s);

b. Ambulance response statistics including responses, transports, out-of-service time, and count of incident types responded to;

c. Year-end expenditure report; and
d. County-identified patient outcome reporting.

COORDINATION OF SERVICES:

1. ALS Service Provider shall work cooperatively with first response agencies, other ALS Service Provider agencies and the Medical Program Director to achieve a consistent and coordinated response countywide by using the following methods:
   
a. Mutual aid agreements with all County-contracted ALS service providers that minimizes delays to ALS services.

b. Standardization of vehicles and equipment ensuring effective emergency scene operations.

2. The ALS Service Provider shall contract with a supervising physician to provide consistent and high quality ALS medical oversight of the care provided by paramedic personnel authorized to practice under this Agreement.

3. The ALS Service Provider shall facilitate participation in County-approved pre-hospital medical care studies and the collection of required documentation for such studies.

4. In cooperation with the MPD and other ALS Service Providers, the ALS Service Provider shall attend continuing education meetings designed to meet state continuing education, supervising physician, and MPD requirements.

5. Based on call volumes and service capacity, the Parties agree to regularly discuss, together with EOB and TAB, deployment planning to include number and location of units to ensure high quality service is retained throughout Whatcom County.

BILLING SERVICES:

1. The ALS Service Provider shall provide medical billing services for contracted ambulance transports utilizing criteria that are consistent with CMS Ambulance billing requirements. For claims that are not covered by CMS, the ALS service provider will apply the applicable rules/regulations of the specific payor(s) for such claims.

   a. The ALS Service Provider will provide billing staff with appropriate coding credentials and compliance expertise as they pertain to ambulance medical billing.

   b. The ALS Service Provider shall maintain policies which address write-offs, write-downs, charity care, and collections criteria and process. These policies will be modified as may be required by CMS or other regulation.
c. The ALS Service Provider shall remit to the County on a monthly basis all ambulance fees collected that result from services provided by the contracted ambulance(s).

   i. The ALS Service Provider shall maintain documentation of all payments and activities on all accounts/claims, to be disclosed to the County upon request of such information.

   ii. The ALS Service Provider will provide reports to the appropriate County personnel regarding status of accounts, individually, and/or summary on a periodic basis as is appropriate for the specific tasks.

d. The ALS Service Provider shall securely process and store all patient medical records consistent with Washington State RCW/WAC and HIPAA.
EXHIBIT "C"

WHATCOM COUNTY EMS ADMINISTRATIVE SERVICES

Whatcom County shall provide over-all administrative services for EMS, with the following tasks and goals:

A. 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 using the following model:

- 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

B. Make regional delivery and funding decisions cooperatively with the EOB and TAB to ensure ALS delivery from a system-wide perspective.

- EMS Oversight Board (EOB) will monitor uniformity and consistency of the system and provide counsel to Whatcom County EMS Administration

C. 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):

1. Maintain or improve current standards of patient care through:
   a. Regional Medical Direction in conjunction with Whatcom County Medical Program Director (MPD)
   b. BLS/ALS protocols
   c. Medical Community sponsored research studies approved by the County
   d. National and International industry best practices

2. Improve the operational efficiencies of the system to help contain costs by:
   a. Standardizing paramedic student training requirements; consolidating and conducting joint training
   b. Strengthening cross-jurisdictional mutual service agreements

3. Manage the rate of growth in the demand for ALS services
a. Determining the number and location of ALS units based on:
   - 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

b. Triaging calls and classification as BLS vs. ALS patient care

c. Appropriate utilization of transport services based on patient needs

d. Coordinating EMS system development with local health care providers, EMS Trauma Care Council(s) and the State Department of Health

D. Ensure the EMS system operates in coordinated partnerships between the BLS agencies and ALS Service Providers through regionalization, collaboration and cross-jurisdictional coordination, including, by way of example:

a. Equipment exchange
b. Equipment research
c. Group purchasing
d. Equipment specifications
d. Paramedic/EMT interaction training
EXHIBIT “D”

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into in duplicate originals this day by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the 'County' and the CITY OF BELLINGHAM, a municipal corporation, hereinafter referred to as the 'City'. Together, the County and the City are the only parties to this Agreement and may be referred to as "Parties" or individually as a "Party" hereinafter.

1. Definitions

1.1 HIPAA Terminology:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the City.


2. Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected
health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E, that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform its obligations under the Interlocal Agreement For Ems Administrative Services.

(b) Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(c) Business Associate may use or disclose protected health information as required by law.

(d) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity’s minimum necessary policies and procedures.

(e) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for
the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

4. Termination

(a) Term. The Term of this Agreement shall be effective as of the effective date of the Interlocal Agreement For Ems Administrative Services to which this Agreement is attached and shall terminate on the termination date of the Interlocal Agreement For Ems Administrative Services or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity; provided, however, that termination of this Agreement shall not affect the Interlocal Agreement For Ems Administrative Services except that the Parties shall meet and establish a new business associate agreement with appropriate provisions to correct the violation.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by business associate on behalf of Covered Entity, shall:

Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in Section 3 above which applied prior to termination; and

Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
(d) Survival. The obligations of Business Associate under this Section 4 shall survive the termination of this Agreement.
### WHATCOM COUNTY COUNCIL AGENDA BILL

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**TITLE OF DOCUMENT:** Contract Amendment

**ATTACHMENTS:** Memo and contract amendment

**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 authorization to extend the existing Medical Examiner Services Agreement for 2 months allowing more time to develop a new 5 year service agreement.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

**Contract or Grant Administrator:** Tawni Helms

**Contractor's / Agency Name:** Bayside Pathology

If this a New Contract? Yes ☒ No ☐

If not, is this an Amendment or Renewal to an Existing Contract? Yes ☒ No ☐

Does contract require Council Approval? Yes ☒ No ☐

Is this a grant agreement? Yes ☒ No ☐

If yes, grantor agency contract number(s) CFDA #

Is this contract grant funded? Yes ☒ No ☐

If yes, associated Whatcom County grant contract number(s)

Is this the result of a RFP or Bid process? Yes ☒ No ☐

If yes, RFP and Bid number(s) Cost Center: 2100

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:**

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<td><strong>Total</strong> $2,333,589</td>
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**This Amendment Amount:** $68,458.00

**Summary of Scope:** Provide the services of a trained and certified Medical Examiner to Whatcom County.

**Term of Contract:** 3 months

**Expiration Date:** 3/31/14

**Contract Routing Steps & Signoff**

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**Indicate date transmitted**

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MEMORANDUM

TO: Whatcom County Council Members
FROM: Jack Louws, County Executive
RE: Contract with Bayside Pathology for Medical Examiner Services
DATE: December 3, 2013

Enclosed are two (2) originals of the contract amendment for medical examiner services between Dr. Gary Goldfogel and Whatcom County for your review.

▪ **Background and Purpose**
This amendment extends the current medical examiner services agreement under the same terms and conditions as the existing agreement. The parties are working on a new five year agreement beginning in March, 2014. However, the contract for services agreement will not be finalized before the final council meeting of the year. This two month extension will allow the parties the necessary time to fully prepare a multi-year service agreement.

▪ **Funding Amount and Source**
This amendment extends the term of the agreement through February 28, 2013, and increases the maximum consideration by $68,658. in 2014, until the new agreement is in effect. The total consideration for this contract is $2,333,589. over the 6 years and 2 month period. The source of funds is the general fund.

▪ **Differences from Previous Contract**
This is a two month extension of the existing agreement until a new agreement is approved and in effect.

Please contact me if you have any questions or concerns regarding the terms of this agreement.

Encl.
Amendment No. 2
Whatcom County Contract No. 200711036
CONTRACT BETWEEN WHATCOM COUNTY AND
Bayside Pathology, Inc.
Medical Examiner Services Contract Extension

THIS AMENDMENT is to the Contract between Whatcom County and Bayside Pathology, Inc. dated December 7, 2007 and designated “Whatcom County Contract No. _200711036_”. In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement for two months through February 28, 2014, and increases the maximum consideration by $68,658.

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

This Amendment takes effect: January 1, 2013, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Bayside Pathology, Inc. have executed this Amendment on the date and year below written.

DATED this __________ day of __December__, 2013.

CONTRACTOR:

Bayside Pathology, Inc.

____________________________
Dr. Gary Goldfogel, M.D., President

STATE OF WASHINGTON  
) ss.
COUNTY OF WHATCOM  

On this __ day of __, 2013, before me personally appeared Dr. Gary Goldfogel to me known to be the President of Bayside Pathology, Inc. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

____________________________
NOTARY PUBLIC in and for the State of Washington, residing at __________________________. My commission expires ________________.
WHATCOM COUNTY:

Approved as to form:

[Signature]
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _______________________________
   Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
    ) ss
COUNTY OF WHATCOM )

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

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

CONTRACTOR INFORMATION:

Bayside Pathology, Inc.
Dr. Gary Goldfogel, M.D.

Address:
1500 N. State Street
Bellingham, WA 98225

Contact Name: Gary Goldfogel, M.D.
Contact Phone: 360.738.4557
Contact Fax: 360.734.0467
### CLEARANCES

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### TITLE OF DOCUMENT:
Discussion Re: Options for East/West County roadway connection

### ATTACHMENTS:

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

Discussion Re: Options for East/West County roadway connection

### COMMITTEE ACTION:

### COUNCIL ACTION:

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
## TITLE OF DOCUMENT:
Discussion regarding the disposition of credit/debit card convenience fees for ticket sales onboard the Whatcom Chief.

## ATTACHMENTS:
Cover memo

### 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 requests direction from the County Council regarding the disposition of credit/debit card convenience fees for ticket sales onboard the Whatcom Chief.

## COMMITTEE ACTION:

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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

SUBJECT: Credit/Debit Card Convenience Fees for Ticket Sales Onboard the Whatcom Chief

DATE: November 25, 2013

Requested Action:

Public Works requests direction from the County Council regarding the disposition of credit/debit card convenience fees for ticket sales onboard the Whatcom Chief. If the Council accepts the recommendations outlined below, Public Works will prepare an ordinance corresponding to this recommendation for consideration by the County Council in January 2014.

Background and Purpose:

Public Works began accepting credit/debit card payments for multi-ride Lummi Island Ferry passes over the internet on July 23, 2013. Beginning August 23, 2013, credit/debit card payments were also accepted for multi-ride passes at Public Works Administration's front counter. Between July 23, 2013 and October 14, 2013, a total of sixty-seven (67) ferry multi-ride passes were sold between the two credit/debit card payment options. The total sales were $13,437.00. The total fees collected by the vendor, Point and Pay (PNP), on those sales were $319.52. The current credit/debit card convenience fee charged by PNP as allowed by their contract with Whatcom County is 2.35% of total purchase price. The credit/debit card convenience fee is automatically calculated and passed onto the customer by PNP at the time of the sale. Whatcom County does not receive any part of the convenience fees.

Starting on or before January 1, 2014, Public Works will begin accepting credit/debit card payments onboard the Whatcom Chief. We have contacted six different vendors regarding the need to obtain a rugged handheld credit card machine so that credit/debit card payments can be accepted onboard the ferry. Only one vendor, North American Bancard,
had a device that appears to meet our specifications for outdoor use. However, this device is not able to automatically calculate and add the correct credit/debit card convenience fee into the sale price. This poses a challenge for the purser on the ferry, who only has approximately five minutes to collect all single-ride ferry fares from all of the customers on the Gooseberry Point to Lummi Island ferry run. Requiring the purser to calculate and add in the fees may result in delays in loading and unloading the Chief on runs when several customers use credit cards. Public Works is continuing to work with North American Bancard to determine whether an application-based payment system on a smartphone may streamline the collection of fees.

In addition to the time challenge associated with calculating and adding the fees, there is also uncertainty as to whether the internet fee rate of 2.35% will be appropriate to cover the fees charged by North American Bancard. In our pilot testing of the onboard payment system, we found that fees varied depending on the type of credit card used, and that additional monthly fees are charged depending on the level of activity.

**Recommendations**

Based on the considerations above, Public Works recommends that we temporarily waive convenience fees on single-ride transactions from Gooseberry Point to Lummi Island until the technology becomes available to automatically calculate and add the fees into the fare. Further, Public Works recommends that the current convenience fee rate of 2.35% be applied to multi-ride fares purchased on the Chief, as these are only sold on the return trip to Gooseberry Point when the purser has sufficient time to calculate the fees.

If the County Council accepts this recommendation, Public Works will prepare an ordinance corresponding to this recommendation for consideration by the County Council in January 2014. We anticipate that the recommended fee waiver will be necessary for approximately six (6) months. At that time, Public Works will provide an updated report to Council.

**Financial Analysis**

Temporarily waiving the convenience fees for single-ride fares sold onboard the Chief will have an impact on Ferry Fund revenue, since North American Bancard charges the fees to Whatcom County regardless of whether we pass the fees on to customers. The degree of this impact is difficult to estimate, since we have no way to predict the volume of credit card use on the Chief. The fares for single-ride Ferry fares range from $7.00 for a pedestrian/passenger to $133.00 for the largest size truck. The current convenience fee of 2.35% would range from $0.16 to $3.12 per transaction. Using historic ridership numbers, it is estimated that if fifty percent (50%) of all single-ride ferry fares sold on the ferry are purchased with a credit/debit card, the annual loss to the Ferry Fund would be approximately $7,000.

If you have any questions regarding this information, please contact Chris Brueske at extension 50693.
### CLEARANCES

| Originator: | 12/3/2013 |
| Division Head: | |
| Dept. Head: | 1/3/13 |
| Prosecutor: | |
| Purchasing/Budget: | |
| Executive: | |

### TITLE OF DOCUMENT:
Discussion regarding council's approval of EDI funds for COB stormwater project

### 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.)

Discussion regarding council’s approval on October 8, 2013, of a request by the City of Bellingham for EDI funding in the amount of $2.5 million in support of the North End Regional Stormwater Facility project (loan in the amount of $1,675,000 and a grant in the amount of $825,000)

### COMMITTEE ACTION:

### COUNCIL ACTION:

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Whatcom County
Economic Development
Investments Program

Application for Funding

FROM
CITY OF BELLINGHAM

Jack Louws, Whatcom County Executive
Application Checklist

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

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

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

- **Engineering Estimates**
  Attach if applicable.

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

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

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

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

Applicant (Governmental Entity): City of Bellingham
Federal Tax Number: 916001229L
Contact Name: Ted Carlson
Title: Public Works Director
Telephone: 360-778-7998
Fax: 360-778-7901
Email: tcarlson@cob.org
Address: 210 Lottie Street
Bellingham, WA
98225

Project Title: North End Regional Stormwater Facility

Amount of EDi loan requested: $1,675,000
Amount of EDi grant requested: $825,000

Source of Local Match:
City of Bellingham Street / Stormwater Fund: $1,500,000

List other funding:

<table>
<thead>
<tr>
<th>Source</th>
<th>Date Requested</th>
<th>Date Approved</th>
<th>Amount of Funding</th>
</tr>
</thead>
</table>

TOTAL public project costs: $4,000,000

TOTAL private investment in plant/equipment

Bellingham North End Regional Stormwater Facility
A. Request For Funding Terms

A1. Indicate the terms of the funding that you are requesting here.

Due to the significant amount of leverage by several public and private entities, the City of Bellingham is requesting $825,000 in grant funding and $1,675,000 loan.

(a) Total number of years for repayment 10

(b) Other specific terms: 1% interest

B. Project Description

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

The North End Regional Stormwater Facility “Facility” is a treatment and detention facility which will support development of approximately 80 acres in one of Bellingham’s employment centers. See Attachment A, Site Map. The City is taking this proactive economic development approach to create efficiencies and decrease risk to businesses looking to expand or locate their business in Whatcom County. The area that can be served by the Facility is bounded by Bakerview to the South, Pacific Highway to the West, Northwest Avenue to the East and the unimproved rights of way of June Road to the north. The Facility will provide the flow control and water quality treatment required for converting the area from its existing condition to industrial/commercial/retail and multifamily developments. Economic activities that will benefit from this Facility include the 160,000 s.f. Costco Store on Bakerview Road, 15 acres of single family development, 10 acres of developable land to be used by adjacent commercial properties as well as supporting the construction of two proposed arterial streets. The facility will help spur development in one of Bellingham’s largest emerging commercial and industrial centers.

A second part of the project, fully funded by the City of Bellingham, includes the creation of a wetland bank. By providing the opportunity for developers to buy into the proposed wetland bank the City will help reduce the cost and difficulty for developers to mitigate wetland impacts to potential development in the area.

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

The EDI funds will only pay for the construction of the North End Regional Stormwater Facility improvements. The design, permits and plans will be paid for by the City of Bellingham. The property acquisition for the pond site has recently been completed and was paid for by the City of Bellingham.

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

Attachment A. Site Map

Attachment B. Economic Activity

B5. Attach engineering estimates that support project costs. Identify if estimates are from preliminary engineering or design engineering work.

Attachment C. Engineering Cost Estimate

B6. Describe how the public facility project will enhance or encourage other development in the immediate area in addition to the direct development described in this application.

The Facility will support approximately 80 acres of direct development, including stormwater from Mahogany, a critical arterial connecting Pacific Highway to Northwest Avenue. This new arterial will support continued development in an area recently annexed by the City and relieve congestion from Bakerview.

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

<table>
<thead>
<tr>
<th>Permit/Environmental Review</th>
<th>Issuer</th>
<th>Status</th>
<th>Anticipated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA</td>
<td>City of Bellingham</td>
<td></td>
<td>Jan 2014</td>
</tr>
<tr>
<td>Wetland</td>
<td>WSDOE &amp; USCOE</td>
<td></td>
<td>April 2014</td>
</tr>
<tr>
<td>Critical Area Permit</td>
<td>City of Bellingham</td>
<td></td>
<td>Jan 2014</td>
</tr>
<tr>
<td>Stormwater</td>
<td>City of Bellingham</td>
<td></td>
<td>Jan 2014</td>
</tr>
</tbody>
</table>

B7. Provide preliminary project schedule:

Preliminary Engineering Report
Environmental Review
All Required Permits Obtained
Design Engineering

*Estimated Completion Date (month/year)*

Complete
January 2014
May 2014
April 2014
Land/Right-of-Way Acquisition Complete
Prepare Bid Documents April 2014
Award Construction Contract June 2014
Begin Construction July 2014
Project Operational November 2014

B8. Other jurisdictions.

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

No.

(b) Explain how completion of the project is coordinated between these entities.

N/A

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

The City of Bellingham's Stormwater Division.

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

Utility rates will not be impacted directly by this project.

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

Yes, see Attachment D for the appropriate documents.
C. Financial Information On Cities, Towns, Port Districts or Counties

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

They City of Bellingham will utilize the private development contributions for use of the Facility to repay the EDI loan.

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

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

While the $4 million project cost is a considerable financial undertaking for the City at this time, the City is committed to completing the project. The expenses are a large burden on the City’s limited Surface and stormwater fund, so the City has borrowed from its internal Street Fund. The money borrowed from the Street Fund has already funded the property purchase as well as the design. The request for $2.5 million will enable the City to complete the construction while enabling the City to carry the costs of the improvements until the adjacent property participate in the cost recovery program. Assistance from our local EDI fund at this time will allow this project to move forward in 2014 and be completed by November 2014, which is just in advance of the early 2015 opening of a new 160,000 SF Costco Store with a 24-pump gasoline station. An additional 144,000 SF shopping center is also currently in the planning stages, with completion anticipated in 2018.

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

C4. Has the use of revenue or general obligation bonds, LID, ULIDS been explored for this public facility project? Yes X No ____. Explain the outcome and describe why these financing sources would or would not be applicable for this project.

The City has explored several methods of financing the improvements to the North End Regional Stormwater Facility. Revenue and general obligation bonds are not appropriate financing mechanisms for this project because the beneficiaries of the project are not limited to one particular jurisdiction and its ability to issue revenue or general obligation bonds with the assurance to its constituents that they are not simply subsidizing benefits that will accrue to other constituents and jurisdictions. Due to the large regional nature of the improvements, a Local Improvement District (LID) is also not an appropriate financing mechanism because it is not possible to develop a geographically concise “benefit area” and the development of a corresponding “benefit equation” to apply to surrounding properties to assess a proportionate benefit share toward the project improvements. Rather, the approach here is that adjacent property owners can opt to buy in to this Facility (not required like a LID) or treat and detain stormwater on their individual site.
D. Private Sector Commitment

Costco Wholesale, Inc. has committed to contribute a fair share of the cost relative to the amount of the facility they use for both the construction of a new arterial street named Arctic Avenue (See attachments), a 160,000 SF Costco Store, and a 24-pump gasoline station. The private residential developer to the north has also reserved capacity for their proposed development for up to 500 new homes. PMF Investments, the developers of the 144,000 SF shopping center, which is currently in the planning stages, have also requested that stormwater capacity be reserved and have agreed to pay for stormwater facility capacity used (See attachments).

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

Costco Wholesale, Inc. has filed an application and completed a traffic study for a 160,000 square foot retail store, 24-pump gas station, 800 stall parking lot, and a residual parcel for a 3,500 SF commercial restaurant use (see letter from Costco, Attachment E).

PMF Investments filed pre-application plans on July 19, 2013 and is conducting a traffic study to construct a 144,000 SF retail shopping center immediately west of the Costco Store site (see letter from PMF Investments, Attachment F).

The Mersey LLC is proposing a multifamily development. They have reserved 15 acres of stormwater capacity for their development.

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

For example, the proposed Costco development will require stormwater detention and treatment for 21 acres. Due to the site constraints, an on-site facility would require installation of a vault or other buried system. Preliminary cost estimates for an on-site facility of this type are around $6 million. We estimate Costco’s proportional share of the regional facility to be around $1.2 million, for a savings of $4.8 million. This regional approach not only reduces permitting timelines and uncertainty but also reduces the cost of doing business in Bellingham.

D4. In the table below, list the number of projected jobs, by job type, to be retained and/or created as a direct result of the project. Express jobs as Full Time Equivalents (FTEs). 1 FTE = 40 hours per week. Do not include fringe benefits in wage data.

We estimate between 550 and 750 jobs retained or created as a result of the development associated with this facility. This estimate is based on 304,000 square feet of retail and commercial development of the Costco and PMF development proposals. This doesn’t include the economic impact of constructing the road, infrastructure or residential development.
D5. Explain how these job projections were developed. Attach supporting information such as a business plan or year-end financial statements. (Financial statements may be unaudited). Note: The entire EDI application is considered a public record; however, financial and commercial information provided by the private business is exempt from disclosure to the extent permitted by 42.17 RCW.

Employment data estimated above is derived from employment data from the existing Costco store on Meridian Street and Sehome Village and based on an employee per square foot calculation. See also Attachment B showing development under construction and in the permitting stages.

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

Specific hiring details are unknown at this time.

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

| Facility Construction Begins | 5/14 |
| Facility Construction Completed | 10/14 |
| Facility Operational | 11/14 |
D8. List all permits required for the private sector project and give the current status (applied for, application being prepared, permit issued, etc.)

<table>
<thead>
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<th>Status</th>
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<tbody>
<tr>
<td><strong>Costco Wholesale, Inc.: 160,000 SF Costco Store, 24-pump Gas Station, 3,500 SF Restaurant</strong></td>
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<td>Critical Area Permit</td>
<td>City of Bellingham</td>
<td>Submitted; Pending</td>
<td>12/31/2013</td>
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<td>Design Review</td>
<td>City of Bellingham</td>
<td>Submitted; Pending</td>
<td>12/31/2013</td>
</tr>
<tr>
<td>Public Facilities (Arctic)</td>
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<tr>
<td>Street Vacation Arctic</td>
<td>City of Bellingham</td>
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<td>12/31/2013</td>
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<tr>
<td>Stormwater Permit</td>
<td>City of Bellingham</td>
<td>Not Submitted</td>
<td>2/15/2014</td>
</tr>
<tr>
<td>Building Permit</td>
<td>City of Bellingham</td>
<td>Not Submitted</td>
<td>2/15/2014</td>
</tr>
</tbody>
</table>

| **Mersey, LLC: Up to 500 new residential homes** |                         |                          |                             |
| Critical Area Permit        | City of Bellingham      | Not Submitted            | Undetermined                |
| Planned Permit              | City of Bellingham      | Not Submitted            | Undetermined                |
| Stormwater Permit           | City of Bellingham      | Not Submitted            | Undetermined                |
| Building Permit             | City of Bellingham      | Not Submitted            | Undetermined                |

| **PMF Investments: 144,100 SF Commercial Retail Shopping Center** |                         |                          |                             |
| Critical Area Permit        | City of Bellingham      | Not Submitted            | Undetermined                |
| Planned Permit              | City of Bellingham      | Not Submitted            | Undetermined                |
| Stormwater Permit           | City of Bellingham      | Not Submitted            | Undetermined                |
| Building Permit             | City of Bellingham      | Not Submitted            | Undetermined                |

Note: All permits required to complete the project must be secured within six months of an EDI loan or grant approval.
D9. What private authorizations are still needed before proceeding with the proposed private development project?

Both Costco and PMF Investments have requested that stormwater capacity be reserved for their commercial developments and Mersey LLC has a contract agreement with the City to reserve stormwater capacity for residential homes development.

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

Financial contact(s):

David Rogers
Director of Real Estate Development
Costco Wholesale, Inc.
999 Lake Drive
Issaquah, WA 98027
(425) 427-7554
drogers@costco.com

Frank Stauff
Director of Construction & Development
PMF Investments
15015 Main Street, Suite 203
Bellevue, WA 98007
(425) 746-6066
frank@pmfinvestments.com

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

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

The City of Bellingham contracted with a design firm, OTAK, in 2012 to complete a feasibility analysis for a Regional Combined Wetland and Detention Site. The results of the memorandum stated that there appears to be several options for locating a stormwater facility in the north end study area to serve development. The City has since purchased one of the proposed sites that best fit the project requirements. In February of 2013 the City requested qualification from design firms to provide professional services for the completion of the North End Regional Stormwater Facility. The City contracted with Reichhardt & Ebe who have refined the design and provided the verification that a facility can be built to provide detention for 49 acres of impervious. Design is underway.

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

See response to D.2.

E3. Describe a market strategy that contains action elements with appropriate timelines. Who will be responsible for implementing the marketing strategy?

The system has capacity to serve 80 acres of developable property. At this point in time, requests have been made to consume or use 100% of the Facilities capacity. We do not anticipate a marketing program will be required.

E4. Describe the site's appropriateness by addressing (at a minimum): The site itself is located within Bellingham. Areas around the site have the following attributes:

- Zoning – Light Industrial, Commercial and Residential
- Environmental restrictions – Discontinuous wetlands.
- Access to infrastructure
  - Water – yes, City of Bellingham purveyor
  - Sewer – yes City of Bellingham purveyor
  - Road – The site will be served from two new arterial streets, "Mahogany Avenue" (east-west and currently known as Division Street) and "Arctic Avenue" (north-south and currently known as Dover). West Bakerview Road lies to the south and the City of Bellingham is currently constructing $3.5 million of improvements to the West Bakerview Overpass of Interstate 5. Pacific Highway provides access on the west side and Northwest Drive provides access on the east side. West Bakerview Road is directly connected to Interstate 5 and the Bellingham International Airport, is a designated truck route, and a route for 3 separate WTA bus lines, including high-frequency transit service between Northwest and Eliza.
  - Rail – Rail service is available to the south and east of the site.
  - Electricity - yes
- Distance to markets – direct access to Interstate 5, Bellingham International Airport, and two of Bellingham's largest commercial and industrial centers. Close proximity to the US/Canadian border.
Site’s ability to support the anticipated development over time.

The North End Regional Stormwater Facility improvements will be able to provide treatment for up to 80 acres of developable area. The City of Bellingham will maintain the facility, and the facility will be able to provide the treatment in perpetuity.

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

This project supports the development of various surrounding properties currently in City. The OTAK technical memorandum evaluated multiple sites in the area. The current site was selected based upon the ability to transport stormwater to the site, support the largest and most likely developments, and minimize impacts to wetlands.

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

Project funding is secured and is available to meet the established time frame for project completion. The City has currently secured $1,500,000 for the design and acquisition of the property. The remaining funding may be acquired by interdepartmental loans within the City. The EDI funding would allow the City of Bellingham to begin construction work in 2014, which is earlier than current funding commitments allow.

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

See Attachments with Employment Center Statistics. The business community will be able to expand and locate in this area providing a variety of employment opportunities to a diverse labor force.
E8. Describe specific, quantifiable measures of the outcomes, other than jobs, that will demonstrate project success. Describe how you will measure these. Explain what you expect to show as progress toward the outcome for each year before the whole outcome has been achieved.

This proposal offers the following benefits to businesses and the public:

✓ Create efficiencies;
✓ Reduce cost; and
✓ Minimize uncertainty.

The City of Bellingham is taking this proactive approach to economic development contributing to a positive business climate for the region. The success of the Facility will be measured by the City's ability to attract business interests.

Application for Funding – Certification

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

Signature of Responsible Public Official:

Date 9/6/13

Print or Type Name and Title: Ted A. Crocker, Public Works Deputy

Bellingham North End Regional Stormwater Facility Funding

Page 14

Whatcom County EDI Application for
The North End Regional Stormwater Facility will serve significant economic development in the blue highlighted areas.
<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Estimated Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Design</td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Property acquisition</td>
<td>$ 1,000,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Construction</td>
<td>$ 2,500,000.00</td>
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<tr>
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<td></td>
</tr>
<tr>
<td>5</td>
<td>Total Items</td>
<td>$ 4,000,000.00</td>
</tr>
</tbody>
</table>
still remain due to budget constraints. Projects on this list should be incorporated as funding allows.)

7. City/County Squalicum Creek stormwater utility feasibility study and revenue sharing of County flood control tax money. Cost: $150,000. (Note: This is a proposal to create a utility to fund solutions for problems in the Squalicum Creek Corridor. Most of the watershed is within the County with no dedicated mechanism to alleviate problems such as private culvert blockages and protection of the riparian corridor.)

STORMWATER – MITIGATING MEASURES

- In order to mitigate detrimental impacts, new development and redevelopment should utilize all known and reasonable technologies (AKART) to limit its effects on stormwater and the environment. AKART presently includes the use of the 2001 Department of Ecology Stormwater Manual for Western Washington. Programs and regulations should be consistently administered to meet this standard.

- Low Impact Development standards and technologies should be incorporated wherever possible to aid in the reduction of stormwater Impacts.

- The recommended improvements in the Watershed Master Plan and WRIA planning process should be implemented.

- Regional detention and water quality facilities should be used wherever feasible to provide economies in space.

- Regulations that govern ongoing stormwater discharge from existing developed areas should be vigorously enforced to limit pollutant loading.

- To the extent that is financially possible, existing stormwater systems should be retrofitted with Best Management Practices (BMP’s) that reduce pollutant loading from the existing condition.

PART 3. FIRE PROTECTION, EMERGENCY MEDICAL, AND LAW ENFORCEMENT SERVICES

FIRE PROTECTION

CITY OF BELLINGHAM

The Bellingham Fire Department and Whatcom Medic One provide fire suppression, life safety education, code compliance, and emergency medical services (EMS) out of six fire stations and two county ambulance stations (See Map CF.7.). The Life Safety Division performs fire code plan
Policy ED-28  Develop or support programs that seek to provide an increased supply of workforce housing.

Bellingham's transportation network and other infrastructure is an important asset in terms of encouraging and accommodating economic development. Traditional infrastructure provided by a municipality includes roads, water, sewer, stormwater and similar facilities and systems.

Policy ED-29  Continue to provide adequate and efficient community infrastructure such as roads, water, sewer, stormwater management and other public facilities and services.

Policy ED-30  Coordinate City investments in utilities, transportation and other public facilities with business and employment opportunities whenever possible.

Policy ED-31  Maintain the adopted level-of-service standards for police, fire and emergency medical services.

Policy ED-32  Explore the use of wetland mitigation tools such as mitigation banking or in-lieu-of fees that allow for more streamlined permitting and improved mitigation success.

Policy ED-33  Explore the feasibility of adopting a regional approach to stormwater management when it can be shown to provide equal or better functions than on-site treatment.

Policy ED-34  Encourage continued and expanded transportation options connecting Portland, Seattle, Bellingham and Vancouver, B.C.; and ferry service to the San Juan Islands, British Columbia and Alaska.

Policy ED-35  Support the Port of Bellingham's efforts to advance the Bellingham International Airport, providing greater access to other marketplaces while also benefitting the local economy.

Policy ED-36  Encourage and support the development of technology and telecommunications infrastructure citywide and throughout the region.

Many opportunities exist to reclaim and repurpose vacant, obsolete or contaminated land and buildings to improve community health and safety, increase environmental quality and provide economic benefits in these areas.

Policy ED-37  Promote the efficient use/reuse of employment lands by coordinating with other levels of government to support and encourage the cleanup of contaminated soil and other environmental remediation activities.

Policy ED-38  Identify and remove barriers to redeveloping underutilized and/or vacant land and buildings.
August 19, 2013

Mr. Ted Carlson, Director
Bellingham Public Works
210 Lottie Street
Bellingham, WA 98225

Dear Mr. Carlson,

In association with our plans to construct a new 160,000 square foot Costco Store with a 24-pump gasoline station, Costco Wholesale Corporation hereby commits to fund and construct Arctic Avenue (formerly referred to as Dover) to City of Bellingham collector arterial standards between West Bakerview Road and Mahogany Avenue (formerly referred to as Division). In addition, Costco is undertaking Due Diligence to determine the feasibility of constructing approximately 1,000 linear feet of Mahogany Avenue (formerly referred to as Division) to City of Bellingham collector arterial standards between Northwest Drive and Arctic Avenue. We plan to start construction on both Arctic Avenue and the section of Mahogany Avenue (contingent on favorable cost to construct) in autumn 2014 in anticipation of an autumn 2015 opening for the new store.

Costco understands and appreciates that Bellingham is making concerted efforts to find and commit funding to construct the remaining 2,200 linear feet of Mahogany Avenue collector arterial between Arctic Avenue and Pacific Highway. Our hope is that Bellingham can secure grant funding and commence construction sooner rather than later as the entirety of the Mahogany arterial link is viewed as critical to the success of our store and to other development in this part of Bellingham.

We are pleased to enter into this public-private partnership with the City and look forward to working with you and your staff to develop the streets needed to serve this area of Bellingham.

Sincerely,

David H. Rogers
Director of Real Estate Development

CC: Chris Comeau
August 06, 2013

Mr. Sam Shipp
City of Bellingham Public Works Department
210 Lottie Street
Bellingham, WA 98225

Subject: RE: Bellingham Retail – Request for Use of Regional Detention Facility
Application Number: PRE2013-00049
Site Address: 1558 West Bakerview Road
Parcel Numbers: 380211313040, 3802111293036, 3802111276039, 380211258084, 3802111282099.

Dear Mr. Shipp,

This letter is written to formally request use of the proposed regional storm water facility, which is in the preliminary stages of design, and is proposed to be located north of the site. It is understood that the project must meet the city of Bellingham and 2012 Department of Ecology Storm Water Maintenance Manual for Western Washington requirements for flow control and that storm water system development charges must be paid prior to use of the facility.

The preliminary site plan currently shows 11.21 acres of impervious surface. A fee total will be calculated using the city's current Water, Sewer, Stormwater and Transportation Impact Fees sheet, upon submittal of construction documents to the city for review.

Based on the current site plan and associated percentage of impervious area, the detention volume calculated in the draft storm water report, prepared as part of the pre-application submittal package is 7.09 acre-feet.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

PMF Investments.

Frank Stauff
Director of Construction & Development

Cc: Jason Porter, Utility Engineer – Public Works Department
Kathy Bell, Planner – Planning & Community Development Department
EDC Program Technical Advisory Committee (TAC)
Funding Application Assessment

Applicant: City of Bellingham
Project Title: North End Regional Storm-water Facility
Amount Requested: $1,675,000 Loan, $825,000 Grant
TAC Meeting Date: September 13, 2013
Attendees: TAC members Gary Jones, Jeff Kochman and Pinky Vargas; Bob Wilson, WCOG/NWEC staff.

Scoring: Following a discussion of the application the TAC members collectively scored it using the Northwest Economic Council EDI Technical Advisory Committee Project Scoring Sheet, which is attached herewith. The following are the scores the application received by category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic Impact</td>
<td>27.5/33</td>
</tr>
<tr>
<td>Environment &amp; Quality of Life</td>
<td>7/15</td>
</tr>
<tr>
<td>Safety &amp; Public Support</td>
<td>5/9</td>
</tr>
<tr>
<td>Fiscal Considerations</td>
<td>7/15</td>
</tr>
<tr>
<td>Project Readiness</td>
<td>6/12</td>
</tr>
<tr>
<td>Bonus Points</td>
<td>100/100</td>
</tr>
<tr>
<td>Bonus Points</td>
<td>50/100</td>
</tr>
<tr>
<td>TOTAL</td>
<td>202.5/284</td>
</tr>
</tbody>
</table>

The score of 202.5 places the application in the “compelling” range, which is 170 to 284.

Comments: The TAC agreed that it would have benefitted by the presence of a representative of the City at the meeting to provide more detail about the “private development contributions” that will be used to repay the requested loan. Specifically, the TAC wanted to know if that refers to the $1.2-million indicated on Page 8 as “Costco’s proportional share of the regional facility”? The TAC also felt that there was not enough information in the application to answer the question of whether the City has a “demonstrated need for financing.”
Northwest Economic Council EDI Technical Advisory Committee

PROJECT SCORING SUMMARY

Applicant: City of Bellingham  Project Name: North End Stormwater  Date: 9/13/2013

S = Strong
M = Medium
W = Weak

<table>
<thead>
<tr>
<th></th>
<th>3 pts</th>
<th>2 pts</th>
<th>1 pt</th>
</tr>
</thead>
<tbody>
<tr>
<td>S</td>
<td>2.5</td>
<td>1.5</td>
<td></td>
</tr>
</tbody>
</table>

**ECONOMIC IMPACT**

- Develops economic development infrastructure
- Retains or grows existing businesses
- Spurs additional private sector investment
- Will create new jobs
- Will retain existing jobs
- Provides above average wages
- Promotes community revitalization
- Will have significant local impact
- Will have significant regional impact
- Project will likely result in lasting benefit to the local community
- Project will likely result in lasting benefit to the regional community

27.5/33 points

**ENVIRONMENT AND QUALITY OF LIFE**

- Protects and/or improves the natural environment
- Supports the sustainable use of environmental resources
- Provides significant contribution to improved health or quality of life
- Will contribute to public safety, public health or aesthetic improvements to community
- Reduces pollution – water, wastewater or storm-water drainage

7/15 points

**SAFETY AND PUBLIC SUPPORT**

- Project improves safety
- Project addresses a current safety issue
- Project is supported in approved local plans

5/9 points

**FISCAL CONSIDERATIONS**

- Project budget is well thought out and reasonable
- Match funds in hand and sufficient
- Is there a demonstrated need for financing
- Source of loan repayment demonstrated
- Asking for both grant and loan

7/15 points
3 pts  2 pts  1 pt
S  M  W
2.5  1.5

PROJECT READINESS

- Level of completion – engineering and design
- Detailed schedule provided
- Extent to which permits, approvals and other authorizations are met
- Time period over which private investment will occur and jobs created

7 1 8 4 7
Total Number of Boxes Checked

x3  x2.5  x2  x1.5  x1
Multiplying by Associated Points

21 2.5 14 6 7
Total of Each Column

52.5
POINTS SUB-TOTAL (Maximum of 84)

Bonus Points:

✓
Add: 100 points if Project is “Jobs In Hand”
Add: 50 points if Project is “Build It and Jobs Will Come”
Add: 25 points if Project is “Community Enhancement”

✓
Add: 100 points if Request is Loan Only
Add: 50 points if Request is Loan/Grant Combination
Add: 25 points if Request is Grant Only

150
BONUS POINTS SUB-TOTAL (Maximum of 200)

202.5
TOTAL POINTS (Maximum of 284)

SCORING ASSESSMENT

Range of Points

284 to 170 points = Compelling Application – funding should be strongly considered
169 to 125 points = Moderate Application – funding might be considered
Less than 125 points = Weak Application – funding should not be considered

Compiled by (initial)
Notes of EDI Board Meeting

September 23, 2013, 10:00 a.m.

Board Members present at Meeting:
Jack Louws, County Executive
Kelli Linville, Mayor, City of Bellingham
Scott Korthuis, Mayor, City of Lynden
Stephen A. Jones, Agricultural Industry
Kathy Kershner, County Council Chair

Jeff McClure, PUD#1
Aubrey Stargell, Timber Industry
Bill Gorman, Chamber of Commerce
Jim Kyle, Fishing Industry
Jeff Kochman, NWEC

Board Members absent:
Michael McAuley, Port of Bellingham

Bob Bromley, Mayor, City of Sumas

Staff present:
Suzanne Mildner (Board Clerk, Executive Office)

Guests present:
Dodd Snodgrass, Brian Gouran and Rob Fix from the Port of Bellingham; Ted Carlson and Brent Baldwin from the City of Bellingham; Paul Schissler; Bob Wilson (WCOG)

1. Welcome and Introductions
Board Chair, Executive Jack Louws called the meeting to order and introductions were made.

2. EDI Fund Review – Status as of 7/31/13
A review of the Public Utilities Improvement/EDI Fund was given as of 7/31/13. Executive Louws briefly went over the revenues, expenditures and commitments noted on the spreadsheet. A second handout was reviewed, which outlined the Projected Cash Balance through 12/31/14, calculated with the assumption that both of today’s applicants would have been fully funded. With this scenario, the estimated fund cash balance on 12/31/14 would be $1.9-million. It was also noted that this would mean we likely wouldn’t be in a position to fund new applications until late 2014 or 2015, depending on revenues and the timing of committed funds being expended.

3. EDI Program – Application Process Update
Executive Louws informed the board that the use of the Application checklist had been omitted recently following the transition to the TAC review process. Since the checklist is useful to ensure an application is complete, we will begin requiring its use for future applications. Further, one of the application requirements noted on the Checklist is the submission of a signed Resolution from the local elected officials. This document is useful as it affirms that the elected leaders of the jurisdiction have provided their approval for the application and the project budget as a whole. So in future, a complete EDI application will include a signed Resolution.

4. Application: Port of Bellingham’s “C” Street Terminal Upland Infrastructure Rehabilitation Project
Rob Fix introduced Brian Gouran, POB’s Environmental Project Manager. Brian spoke briefly about the value of this project, and the Brownfields concept, the scope of which involves clean up through redevelopment. They are integrating their clean up with marine infrastructure development, stormwater management and upland infrastructure rehabilitation. Dodd Snodgrass said the Port’s EDI fund request is for gap financing for this $12.4-million project. There are two Port tenants on the project site: BMI (Bellingham Marine Industry) and Colony Wharf. These tenants currently pay lower than market rents. They are also committing their own (private) investment towards Improvements for this project. This project will result in job retention and new job creation by attracting new support industry. Executive Louws asked Jeff Kochman to comment on the TAC’s review findings. Mr. Kochman explained that the committee
EDI Board Meeting Notes
9/23/13
Page 2

had expected representatives from the Port to be present at their meeting. Since that wasn’t the case, they had some questions that were unanswered so their results may reflect this to some degree. He asked if the map (handout) showed the entire project area, to which Dodd replied yes. The TAC gave a favorable review for the project. Mayor Korthuis commented that he is in favor of the project, and likes that the loan term requested is only 7 years, which means loan monies will be returned to the fund relatively quickly. Mr. McClure asked Mr. Fix about the 2 lessees, and whether or not longer term leases are being sought, to which Mr. Fix replied in the affirmative. Jim Kyle supports this project and made some comments regarding the changeable marine trade in our community. He asked Mayor Linville if City of Bellingham supports long term survival of the marine trades, to which Mayor Linville replied “Absolutely, yes.” And she commented that the Port of Bellingham is much better suited to managing this area than the City is. She is very much in support of this project.

Mayor Korthuis moved that the EDI Board recommend approval to the County Council for fully funding this project application ($2-million loan and $1-million grant). Mayor Linville seconded the motion. Executive Louws called for a vote on the motion, which was taken. **Motion passed unanimously 10-0.**

5. **Application: City of Bellingham’s North End Regional Stormwater Facility**

Ted Carlson addressed the board about the needs and benefits of locating a regional facility in this area for water treatment, flow and detention. The regional approach makes sense in this area, transforming it from its existing condition to industrial/commercial/retail and multifamily developments. Costco is coming into this area with plans for a new 160,000 square foot building. This project will also help spur future development. The City is asking for construction money, both grant and loan, with the loan term being 10 years. And from a cash flow perspective this is gap funding. They also have some private investment in the project. The projected timeline for completion is late 2014. Mayor Korthuis asked if the facility is now planned to capacity; is there any room for growth? Mr. Carlson answered that there are opportunities in this area to build a second facility – detached from this one. Mr. Kochman stated that the TAC provided their support for this project. Mr. McClure asked if the loan term is negotiable, to which Mr. Carlson replied yes, the City would be able to consider a shorter term. Executive Louws called for a motion. **Mr. Kochman moved that the EDI Board recommend approval to the County Council for fully funding this project application ($1,675,000 loan and $825,000 grant).** Steve Jones seconded the motion. Mr. McClure requested a friendly amendment to include possible negotiation of loan terms for a shorter term or early prepayment of loan principle, if possible by COB. Executive Louws accepted the amendment and called for a vote on the motion, which was taken. **Motion passed unanimously 10-0.**

6. **Other business.**

Mr. Stargell asked for an update on the status of the Foothills Broadband project. Executive Louws said that the fund commitment still stands. He had received an email from Mr. Jilk of the PUD #1 that they are still working to get other investors and plan to come back to the EDI Board in the near future with another request to augment their current project budget.

There being no further business, the meeting adjourned at 11:15 a.m.

**NEXT MEETING DATE: TBD**

Respectfully Submitted,
Suzanne Mildner,
Clerk, EDI Board
Whatcom County Executive Office

433
### Whatcom County
### Rural Sales Tax
### Report as of 7/31/2013

#### Totals for Years 1999-2013

<table>
<thead>
<tr>
<th></th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax Revenue</td>
<td>(17,702,759.21)</td>
<td>(3,097,383.23)</td>
<td>(2,771,620.84)</td>
<td>(2,768,821.35)</td>
<td>(2,867,602.33)</td>
<td>(3,048,640.15)</td>
<td>(1,826,439.35)</td>
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<td>Grant Revenue</td>
<td>(50,000.00)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(50,000.00)</td>
</tr>
<tr>
<td>Loan Principal Payments</td>
<td>(50,868.00)</td>
<td>(67,900.00)</td>
<td>(218,922.00)</td>
<td>(252,176.00)</td>
<td>(255,961.00)</td>
<td>(259,801.00)</td>
<td>(553,476.00)</td>
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<tr>
<td>Interest Earnings</td>
<td>(22,900.00)</td>
<td>(35,890.00)</td>
<td>(86,969.00)</td>
<td>(86,085.00)</td>
<td>(61,302.00)</td>
<td>(57,462.00)</td>
<td>(376,574.00)</td>
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<tr>
<td><strong>Total Revenue</strong></td>
<td>(17,826,127.21)</td>
<td>(3,239,138.23)</td>
<td>(3,058,911.84)</td>
<td>(3,086,084.35)</td>
<td>(3,184,965.33)</td>
<td>(3,365,903.15)</td>
<td>(2,427,913.95)</td>
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</tbody>
</table>

#### Expenditures

<p>| | | | | | | | |</p>
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<thead>
<tr>
<th></th>
<th></th>
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<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Capital Facilities Exp (30%)</td>
<td>2,906,948.64</td>
<td>1,756,814.00</td>
<td>367,886.00</td>
<td>1,386,572.61</td>
<td>2,777,427.05</td>
<td>412,647.77</td>
<td>215,326.62</td>
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<tr>
<td>Other Agency Loans (35%)</td>
<td>4,696,696.00</td>
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<td></td>
<td></td>
<td></td>
<td>536,348.88</td>
<td>1,149,865.00</td>
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<td>Grant Expenditures (35%)</td>
<td>4,747,802.41</td>
<td>25,000.00</td>
<td>340,931.18</td>
<td>374,011.97</td>
<td>333,466.55</td>
<td>898,098.59</td>
<td>6,762.91</td>
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<td><strong>Total Expenditures</strong></td>
<td>12,251,447.05</td>
<td>1,783,814.00</td>
<td>708,917.18</td>
<td>1,760,584.58</td>
<td>3,647,242.49</td>
<td>2,460,571.36</td>
<td>491,512.08</td>
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</table>

#### Cash Balance/Year

|                      | (5,574,680.16) | (1,455,324.23) | (2,340,394.66) | (1,325,499.77) | (462,377.16) | (905,331.79) | (1,936,401.87) | (13,084,855.32) |

---

### Cash Balance Allocation

<table>
<thead>
<tr>
<th>Cash Balance Allocation</th>
<th>Sales Tax Revenue</th>
<th>Expenditures to</th>
<th>Principal/Interest</th>
<th>Balance</th>
<th>Committed*</th>
<th>Adjusted Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Facilities Exp (30%)</td>
<td>16,224,979.22</td>
<td>9,725,722.89</td>
<td>50,000.00</td>
<td>-</td>
<td>549,766.33</td>
<td>466,928.03</td>
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<td>Other Agency Loans (35%)</td>
<td>11,925,142.42</td>
<td>6,653,332.23</td>
<td>-</td>
<td>-</td>
<td>5,275,810.19</td>
<td>(187,228.58)</td>
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<tr>
<td>Grant Expenditures (35%)</td>
<td>11,925,142.42</td>
<td>6,653,332.23</td>
<td>-</td>
<td>-</td>
<td>5,204,108.80</td>
<td>1,153,363.21</td>
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<td><strong>Total</strong></td>
<td>34,083,264.06</td>
<td>23,104,088.74</td>
<td>50,000.00</td>
<td>-</td>
<td>11,029,175.32</td>
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<td>Principal/Interest Payments</td>
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<td>2,055,680.00</td>
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<tr>
<td><strong>Adjusted Total</strong></td>
<td>34,083,264.06</td>
<td>23,104,088.74</td>
<td>50,000.00</td>
<td>-</td>
<td>13,084,855.32</td>
<td>9,596,112.66</td>
</tr>
</tbody>
</table>

*Committed equals the total remaining commitments from the table below.

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### Administration and EDI Proposed Commitments

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Total Approved</th>
<th>Capital Facilities Fund</th>
<th>EDI Loan</th>
<th>EDI Grant Fund</th>
<th>Total Remaining Commitments</th>
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<tr>
<td>West Illinois/ Timpson Way Extension (332217)</td>
<td>389,619.00</td>
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<td>389,619.00</td>
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<tr>
<td>East Whatcom Regional Res. Ctrl Kendall (332255)</td>
<td>2,264,343.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,264,343.00</td>
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<tr>
<td>Eval Svcs-Civic Center Bldg (332206)</td>
<td>2,382,798.00</td>
<td>-</td>
<td>3,310.09</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Data Center Generator &amp; UPS (332207)</td>
<td>245,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>79,018.21</td>
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<tr>
<td>Ferndale Affordable Housing (332213)</td>
<td>1,225,000.00</td>
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<td>-</td>
<td>943,036.77</td>
<td>17,500.00</td>
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<tr>
<td>POB ED Consortium (332219)</td>
<td>430,000.00</td>
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<td>-</td>
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<td>88,918.59</td>
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<td>COB-West Bakerview Overpass Project (332232)</td>
<td>650,000.00</td>
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<td>PUD I-Broadband</td>
<td>217,500.00</td>
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<td>-</td>
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<td>217,500.00</td>
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<td>Nooksack Wastewater Plant Upgrade (332226)</td>
<td>720,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>260,000.00</td>
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<tr>
<td>City of Lynden-Water Treatment Plant</td>
<td>6,000,300.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,000,000.00</td>
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<tr>
<td>COB Waterfront Project</td>
<td>1,100,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,100,000.00</td>
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<tr>
<td><strong>Totals</strong></td>
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<td>82,328.30</td>
<td>5,463,038.77</td>
<td>4,050,745.59</td>
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I:\EDI\Program\Fund Balance Reports\Copy of Public Utility Impr 07-31-13-updated 9-9-13-KF
9/27/2013 2:32 PM
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<tbody>
<tr>
<td>332100 PUD Filer Optics Plan</td>
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<td>-</td>
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| Total                              |               | 11,211,111.00  | 12,251,647.05| 1,783,014.00| 708,917.13  | 1,760,348.58| 5,647,242.49| 2,460,571.36| 491,512.08  | 23,104,088.74| -           | -           | -           | -           | -           |

I\(EDU\) Program Fund Balance Report (City of Public Utility) w/o 07-31-13 updated 5-8-13-KF
# WHATCOM COUNTY COUNCIL AGENDA BILL

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<th>CLEARANCES</th>
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<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>Prosecutor: Royce Buckingham</td>
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<td>Executive: Jack Louws</td>
<td>A. J.</td>
<td>12-3-13</td>
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**RECEIVED**

**DEC 03 2013**

**WHATCOM COUNTY COUNCIL**

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**TITLE OF DOCUMENT:**

Ordinance to adopt the 2012 editions of the International Codes, and the 2012 Uniform Plumbing Code, consistent with State law and including WA State and Whatcom County Amendments to the Codes.

**ATTACHMENTS:**

Cover sheet, Ordinance and signature page

---

**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.)

An ordinance to update and revise WCC Chapter 15 and adopt the 2012 editions of the International Codes published by the International Code Council, the Uniform Plumbing Code, consistent with Washington State law, also including the Washington State and Whatcom County Amendments to the 2012 International Codes. In accordance with Washington State law, the adopted codes are to be effective July 1, 2013.

This ordinance adopts the 2012 editions of the IBC, IRC, IFC, IMC, IFGC, UPC, referenced standards, all Washington State Amendments to the adopted codes and all Whatcom County Amendments to the adopted codes for administration, appendices and enforcement, as set forth in WCC Chapter 15.

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**COMMITTEE ACTION:**

7/23/2013: Staff report presented, but not discussed. Referred to Planning Committee at a later date.

---

**COUNCIL ACTION:**

---

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

---

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
Date: November 21, 2013

To: Whatcom County Council

Through: J.E. “Sam” Ryan, Director

From: Wain Harrison, Manager Building Services/Deputy Fire Marshal

Subject: Ordinance to revise and update WCC Title 15

This ordinance proposal revises Whatcom County Code (WCC) Chapter 15 to adopt, at a County level, the 2012 editions of the codes adopted by the Washington State Building Code Council (SBCC) pursuant to Chapters 19.27 and 70.92 RCW. The codes are revised and updated on a 3-year cycle. Once they are published the SBCC reviews them and submits amendment recommendations to the State Legislature to adopt.

Local jurisdictions are allowed and encouraged to amend and modify the administrative chapters of the various code editions. They also have the option to adopt and amend appendix chapters of the code. This ordinance proposal for the revision of WCC Chapter 15 includes the amendments and modifications recommended by Planning & Development Services. The most significant changes throughout the draft chapter have been highlighted in color for Councilmember identification.

The sections highlighted in gray indicate the original proposed changes. The sections highlighted in yellow indicate revisions to the draft made following the first meeting with a committee from the Building Industry Association of Whatcom County (BIAWC) in August. The sections highlighted in blue indicate final revisions to the draft made following the second meeting with the BIAWC in September. The following is a summary of the most significant changes:

**Section 15.04.020, Subsection A, Item #1:**

Language was added to cross reference and defer all flood review of building permits pursuant to WCC Chapter 17, Flood Damage Prevention.

**Section 15.04.020, Subsection A, Item #6:**
Language has been added giving PDS control of what measurement standard (Standard English versus Metric) plan drawings and other information are submitted under.

Section 15.04.020, Subsection A, Item#7:

Language was added to refer any appeals related to grading activity associated with or conducted within regulated critical areas to the Hearing Examiner, per WCC Chapter 16, instead of through the Appeals Board.

Section 15.040.040:

The most significant number of amendments in the draft are noted in WCC Section 15.04.040, Amendments to the International Fire Code (IFC). The majority of these are updated versions of standards that were originally codified as far back as Ordinance #89-75, approved in 1989, or have been administered as policy by the Fire Marshal’s office since that time. The remaining sections are modifications recommended by the Fire Marshal’s office to provide alternatives and flexibility for compliance in designing building projects while providing an acceptable balance of safety for building occupants, emergency responders, and property preservation.

Subsection A, Item #4:

RCW 18.160.070 refers to licensing requirements for installation contractors of underground work for fire protection systems connected to sprinkler systems. The language in the draft allows the Fire Marshal to require Level U licensing in any cases where negligent or substandard underground work is discovered.

Subsection A, Item #7:

Commercial hoods and suppression systems are dimension specific to the cooking array layout and need review when altered. The signage provides notice of that to business owners.

Subsection A, Item #8:

Clarifying language is added for underground fuel tank removal.

Subsection A, Item #10:

Language has been added to help clarify areas of responsibility between the Fire Marshal and the individual Fire Districts.

Subsection A, Item #11:

Language was added to reinstate road standard sections in IFC Chapter 5 not adopted by State Amendment. Local jurisdictions retained that option per Chapter 51-54A WAC, as authorized per RCW 19.27.060, #5.
Subsection A, Item #12, Appendix B, Fire Flow Requirements for Buildings:

As highlighting indicates, Appendix B has been substantially revised and updated. The intent is to recodify and update many policies and standards that have been historically administered by the Fire Marshal’s office and make the information readily available to the public. The intent is also to modify IFC Appendix B to make it somewhat less restrictive and to provide multiple options for meeting fire flow requirements. IFC Section 507.1 states that “an approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings, and portions of buildings are hereafter constructed or moved into or within the jurisdiction.” Adopting IFC Appendix B allows the Fire Marshal’s office to amend IFC Section 507.1 and provide options, alternatives, and some clarification, as indicated by the following highlighted portions of Subsection A, Item #12:

Subsection a, IFC Appendix B, Section B103.1, Decreases. Language has been added to clarify that reductions and alternatives can be considered for approval. This paragraph is actually a combination of excerpts of existing language from IFC Appendix B, Section B103.1, and IFC Chapter 1, Scope and Administration, Section 104.9.

Subsection b, IFC Appendix B, Section B104.1, outlines methodology for measuring fire flow area.

Subsection c, IFC Appendix B, Section B105.1, Item #1, restates the current and historic status quo thresholds to require automatic sprinkler systems in residential and residential accessory buildings.

Subsection d, IFC Appendix B, Section B105.2, includes definitions that differentiate between agricultural buildings, agricultural processing buildings/facilities, and outright manufacturing buildings/facilities. This helps to clarify how and why different Fire Code requirements are applied to different types of buildings and facilities.

Subsection d, IFC Appendix B, Section B105.2, Item #1, lists minimum fire flow, flow duration requirements, and fire flow exceptions for Group U occupancies, which include private garages, detached shops, agricultural storage buildings, and the like.

Subsection d, IFC Appendix B, Section B105.1, Item #2, lists minimum fire flow requirements, reduction criteria, and fire flow exceptions for Group U agricultural processing buildings.

Subsection d, IFC Appendix B, Section B105.1, Item #3, lists and adjusts minimum fire flow requirements, and fire flow exceptions for commercial buildings according to occupancy group.
**Subsection d, IFC Appendix B, Tables B105.1:**

This is the base table, modified by the Fire Marshal’s Office, of unadjusted fire flow rate and duration requirements for commercial buildings calculated according to building construction type and area.

**Subsection d, IFC Appendix B, Table 105.2:**

This table includes fire protection credits for reducing fire flow requirements of one- and two-family dwellings.

**Subsection d, IFC Appendix B, Table 105.3:**

This table includes fire protection credits for reducing fire flow requirements for commercial buildings.

**Subsection A, Item #13, IFC Appendix C:**

Language has been added to include an alternative to fire flow infrastructure (hydrants) for subdivisions and plats.

**Subsection A, Item #14, IFC Appendix D:**

Language has been added in Item #2, subsection g, regarding additional safeguard requirements where access grades on private roads and driveways are steep enough to inhibit emergency apparatus access, especially in poor weather conditions.

Item #2, subsection h, includes language modifying thresholds where access road upgrade requirements are triggered.

Item #3 includes language requiring a permit for gates installed across emergency apparatus access roads and driveways. The minimum net opening width of any gate shall not be less than 12 feet.

**Exhibits A through D:**

These exhibits include details that were coordinated between the Public Works Department and the Fire Marshal’s office. They have been vetted by the Public Works Technical Advisory Committee, approved by the County Executive’s office and are included in the updated Whatcom County Development Standards and cross referenced in the exhibits.

**15.04.050, Subsection B, Item #2:**

Language has been added to this enforcement section to clarify the department’s authority and discretion regarding non-exempt work done without a permit.
ORDINANCE NO. __________
An Ordinance adopting the Current State Building Code and Repealing the Existing Title 15 of the Whatcom County Code

Whereas, the Whatcom County Council held a public hearing on ______, 2013 to review staff findings and recommendations, and to consider any public testimony and written correspondence regarding Whatcom County Code Title 15, Buildings and Construction; and

Whereas, chapter 19.27 RCW requires Whatcom County to administer and enforce the State Building Code in the unincorporated areas within its boundaries; and

Whereas, the purpose of these codes is to promote the health, safety and welfare of the occupants or users of buildings and structures and the general public by the provision of building codes in Whatcom County; and

Whereas, RCW 19.27.040 allows local jurisdictions to adopt appropriate amendments to the State Building Code; and

Whereas, modifications and/or amendments to the State Building Code as it applies to Whatcom County are desirable for various reasons; and

Whereas, the State Building Code Council requires adoption of the 2012 edition of these International Codes; the 2012 edition of the Uniform Plumbing Code; the 2012 edition of the State of Washington Energy Codes; and the 2012 editions of the State of Washington Amendments and other referenced codes, with further Whatcom County amendments, by July 1, 2013;

NOW, THEREFORE, BE IT HEREBY ORDAINED that:

Section 1. Title 15 of the Whatcom County Code is repealed in its entirety:

Section 2. A new Title 15 is hereby adopted as shown in Exhibit A to this Ordinance.

Section 3. Adjudication of invalidity of any of the sections, clauses, or provisions of this Ordinance shall not affect or impair the validity of the Ordinance as a whole or any part thereof
other than the part so declared to be invalid.

ADOPTED this ______ day of ______________, 2013.

ATTEST: 

Dana Brown-Davis, Council Clerk

Chairperson

APPROVED as to form: 

( ) Approved ( ) Denied

Daniel Gibson
Civil Deputy Prosecutor

Jack Louws, Executive

Date: ______________________
EXHIBIT A

Chapter 15.04
BUILDING CODES

Sections:
15.04.010 Adoption of referenced codes.
15.04.015 Department of Building Safety.
15.04.020 Amendments to the International Building Code.
15.04.030 Amendments to the International Residential Code.
15.04.040 Amendments to the International Fire Code.
15.04.050 Permit expirations and violations of the above referenced codes.

15.04.010 Adoption of referenced codes.

Whatcom County hereby adopts the following codes, as amended by the Washington State Building Code Council pursuant to RCW 19.27 and 70.92 or successor, for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures, including permits and penalties.

A. The 2012 International Building Code, including the 2012 International Existing Building Code; Appendix B, except as amended per Ordinance #2007-024, Board of Appeals; and including Appendices C, E and J, as published by the International Code Council, hereinafter referred to as the IBC, as modified by Chapter 51-50 WAC or successor, and as amended in WCC 15.04.015, 15.04.020 and 15.04.050 is hereby adopted by reference.

B. The 2012 International Residential Code, including Appendix E, G, and K, as published by the International Code Council, hereinafter referred to as the IRC, and as modified by Chapter 51-51 WAC or successor and as amended in WCC 15.04.030 and in 15.04.050, is hereby adopted by reference with the following additions, deletions and exceptions: Provided that Chapters 11 and 25-42 of this code are not adopted.

C. The 2012 International Fire Code, including Appendices A, B, C, and D and latest supplements, as published by the International Code Council, hereinafter referred to as the IFC, as modified by Chapter 51-54A WAC or successor, and as amended in WCC 15.04.040 and 15.04.050.

D. The 2012 International Mechanical Code, including Appendix A, as published by the International Code Council, hereinafter referred to as the IMC, as modified by Chapter 51-52 WAC and as amended by WCC 15.04.050 or successor.
E. The 2012 International Fuel Gas Code, as published by the International Code Council, hereinafter referred to as the IFGC, as modified by Chapter 51-52 WAC and as amended by WCC 15.04.050 or successor.


G. Except as provided in RCW 19.27.170, the 2012 Uniform Plumbing Code, Uniform Plumbing Code Standards (IAPMO/ANSI UPC 1-2012), and including Appendix A, B, C and I, as published by the International Association of Plumbing and Mechanical Officials, hereinafter referred to as the UPC, as modified by WAC 51-56 and as amended by WCC 15.04.050 or successor.


I. The 2012 Washington State Energy Code, per WAC Chapter 51-11C, Commercial Provision, 51-11R, Residential Provisions, and Appendix Chapters or successor, hereinafter referred to as the WSEC.


K. Design data for Whatcom County shall be per Section 15.04.030, Subsection D, item #1

15.04.015 Department of Building Safety

Section 103 is amended as follows:

103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The Department of Building Safety is hereby referred to as the Building Services Division of the Whatcom County Planning and Development Services Department (WCPDS).

103.2 Appointment. The Department Director is the Building Official. The Director may appoint an alternate designee at his/her discretion.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plans examiners and
other employees. Such employees shall have powers as delegated by the Building Official.

15.04.020 Amendments to the International Building Code.

A. The IBC is amended as follows:

1. Section 104.1 is amended with the following additional language:

   The Building Official defers to WCC Title 17, Flood Damage Prevention, and per associated requirements of the Endangered Species Act (ESA), to be administered by Public Works, River and Flood Division, for all matters related to flood review of building permits.

2. Section 105.1, Required, is amended to include the following:

   a. Commercial project proposals require pre-screening for a waiver (from pre-application meeting) or a pre-application meeting prior to permit application submittal. Pre-screening may be waived at the discretion of the Building Official for minor projects such as simple signs, single unit small equipment foundations, and projects of similar minor scale and impact. Information and document submittals for the purposes of waiver or pre-application are not intended to meet the standard for a complete permit application and do not constitute project vesting. However, information, requirements and conditions received by the applicant(s) and/or their agents or consultants for a given project proposal, as part of the waiver or pre-application process, will be considered vested, regardless of change of adopted codes or regulations, if a complete permit application is received within 30 consecutive days from the date of waiver or pre-application meeting. Such information, requirements and conditions are not intended or represented as a complete or comprehensive list of project requirements. Significant changes in the scope of a project proposal may require additional screening for another waiver or pre-application meeting.

   b. Whatcom County (the County) may require that a covenant or agreement be recorded against the deed(s) applicable to the location and/or operation of a given project to inform future property owners of the current restrictions or approved land uses. The County may draft the covenant or agreement upon whatever terms the County in its discretion deems proper.

   c. A coordinated master site plan (MSP), demonstrating consistency in the layout of the project proposal with all applicable regulatory requirements, is required to be submitted by the applicant and/or
project design professional in substantial charge prior to permit issuance. In general, a coordinated MSP will be required for projects exceeding a construction value of $200,000.00, but may be required for any project the Building Official deems necessary. County staff will review the site plan(s) in the application file for regulatory conflicts and discrepancies prior to plan check. County staff will notify the applicant and/or design professional of identified conflicts or discrepancies to be reconciled. The master site plan may be one page which incorporates all applicable regulatory review overlays when practical. It may also include multiple overlay pages for readability purposes provided they have been verified by County staff for regulatory consistency. Once the coordinated MSP has been reviewed and approved, application review processing will continue.

d. A state licensed contractor may obtain a permit as required by the mechanical and plumbing codes, through mail-in applications for work not exceeding $10,000 valuation and not requiring plans and specifications and not in conflict with state or local zoning and environmental policies and with the prior approval of the building official.

e. The applicant shall fill out in full the forms furnished for that purpose, and attach thereto the full amount of moneys that are required for fees as required in the respective codes. The application shall contain all information necessary to the lawful enforcement of the provisions of the respective codes. The applicant shall file all forms with fees.

f. No person, firm, partnership, corporation or other entity shall perform work as provided herein until such time as they receive verification of approval of their application by the county building official and have been given written notice of a valid permit.

g. Any violation of this chapter shall be cause for the building official to revoke the mail-in applications privilege of the violator. Upon written notice of revocation, all provisions of the mechanical and plumbing codes superseded by this chapter shall resume in full force and effect as to the person or industrial plant whose application has been revoked.

3. Section 105.2, Work exempt from permit, is amended to read as follows:

a. One-story detached, non-occupied accessory structures without basements, used as tool and storage sheds, playhouses and similar uses, provided that 1.) The floor area does not exceed 120 square feet. [11 sq. m] 2.) Accessory structures maintain a minimum separation of 10 [ten] feet [3048 mm] between exterior walls, and a minimum separation of 8 [eight] feet [2438 mm] between eaves of
adjacent buildings on the same property and 3.) Provided that accessory structures meet all applicable setback requirements.

b. Fences not over 7 feet (2134 mm) high.

c. Oil derricks.

d. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting surcharge or impounding Class I, II, or IIIA liquids.

e. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L). And the ratio of height to diameter or width does not exceed 2 to 1.

f. Sidewalks, walking surfaces, and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and are not part of an accessible route.

g. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

h. Temporary motion picture, television and theater stage sets and scenery.

i. Prefabricated swimming pools installed entirely above-ground, accessory to a Group R-3.

j. Shade cloth or soft cover structures constructed for nursery or agricultural purposes and not including service systems.

k. Swings and other playground equipment.

l. Window awnings in Group R-3 and U occupancies, supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

m. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

n. Bridges, box culverts and similar passageway structures built over depressions or obstacles, herein after referred to as bridges, are structures and therefore not exempt per IBC Section 105.2, except as interpreted and quantified in Building Services Division Code Interpretation #2002-05. Bridges shall be designed and constructed per the current adopted Whatcom County Development Standards (WCDS), Chapter 5, Road Standards, Section 513, Bridges and Associated Retaining Walls; and per applicable portions of IFC Section 503. Bridges constructed as a requirement or condition of subdivision or short subdivision approval, per Whatcom County Land Division
Regulations, Title 21, and which receive final approval from the Public Works Technical Administrator, shall be deemed by the Building Official to have met the permit requirements per IBC Section 105. The Technical Administrator is designated as the County Engineer, per WCDS, Chapter 5, Road Standards, Section 502.

4. Section 105.3, Application for Permit, is amended to include the following:

To obtain the permit, the applicant shall first file an application therefore in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.

2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.

3. Indicate the use and occupancy for which the proposed work is intended.

4. Be accompanied by construction documents and other information as required in Section 107.

5. State the valuation of the proposed work.

6. Be signed by the applicant, or the applicant’s authorized agent.

7. Include signature by the applicant or the applicant’s authorized agent of a statement for guarantee of fee payment. The statement must be signed in the presence of County staff or staff will provide a statement which includes verification of signature by a licensed notary public.

8. Provide verification of approval to connect to a public sewer system or a septic system installation permit issued by the Whatcom County Environmental Health Department for any permit application that requires sewage disposal. The approval to connect or issued septic system permit shall be specific to the project application.

9. Provide additional data and information in the designated sequence, as required by the Building Official.

5. Section 105.5, Expiration, is amended to include the following:
Land Disturbance permits issued for grading activity shall expire if work authorized is not commenced within 180 days of issuance unless a phased plan has been approved by the Technical Administrator. The Technical Administrator is authorized to grant one extension of 180 days if the request is submitted prior to expiration of the permit. The extension shall be requested in writing and justifiable cause(s) demonstrated. If the project is located within a water resource special management area and subject to seasonal clearing activity limitations the extension shall begin at the commencement of the construction season, pursuant to WCC 20.80.735.

Grading permits also expire and become invalid when the total approved volume has been placed into or excavated from the approved area.

6. Section 107.2 is amended to include the following:

Construction documents may be submitted in Standard English or Metric measurement. However, the Building Official may require, at his/her discretion, that the construction documents he converted by the applicant from/to either system of measurement, or require documents to include both systems of measurement prior to document submittal.

7. Section 109, Refunds, is amended to include the following policy:

The refund policy applies to the current editions and amends the respective Sections of the IBC, Section 109; IRC, Section R108.5; IFC, Section 113.5; IMC, Section 106.5.3; IFGC, Section 106.6.3; and UPC, Section 103.4.5, as adopted per WCC 15.04.010.

The Building Official may authorize refunding any fee hereunder which was erroneously paid or collected at 100%.

The Building Official may authorize refunding of not more than 80% of the fee paid for a building permit when no work has been done under a building permit issued in accordance with the current editions listed in this policy.

The Building Official may authorize refunding of not more than 80% of the plan review fee paid when an application for a building permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

8. Section 113, Board of Appeals, is amended as follows:
Appeals related to grading activity, per Appendix J and as amended per Section 15.04.020, Subsection B, which include, are associated with in any way, or promulgated within any regulated critical areas, per WCC Chapter 16, are according to the provisions of WCC Sections 16.16.280 and 16.16.285 and shall be the decision of the Whatcom County Hearings Examiner.

B. Appendix J, Grading is amended as follows:

1. IBC Section 104.1 is amended per WCC 15.04.020, Subsection B, including an additional paragraph to read as follows:

The Director of the Planning and Development Services Department or the Director's designee also referred to herein as the Technical Administrator, is hereby authorized and directed to enforce the provisions of IBC Appendix J, Grading, including as amended in WCC Chapter 15, Section 15.04.020. The Technical Administrator shall have the authority to render interpretations of the amended Appendix and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of amended Appendix J. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in amended Appendix J.

2. The following definitions are added to Section J102.1:

a. EARTH MATERIAL: Any rock, natural soil or any combination thereof.

b. CRITICAL AREAS: The following areas as regulated under WCC 16.16 shall be regarded as critical areas along with associated buffers identified under WCC 16.16:

i. Geologically hazardous areas.

ii. Frequently flooded areas.

iii. Critical aquifer recharge areas.

iv. Wetlands.

v. Fish and wildlife habitat conservation areas.

c. ORDINARY HIGH WATER MARK: The mark on all lakes, rivers, streams and tidal water that will be found by examining the beds and banks and ascertaining where the presence and action of waters are so common and usual and so long continued in all ordinary years, as
to mark upon the soil a character distinct from that of the abutting upland in respect to vegetation.

3. The following shall be added to Section J103.1:

Upon receipt of a fill and grade permit application on properties within 500 feet of a site known to contain archaeological resources that are outside of the Shoreline Management Program Jurisdiction (WCC Title 23) and/or the Point Roberts Special District (WCC 20.72), the County shall notify the applicant that the project's location is within an archaeologically sensitive area and Federal, State and Tribal Laws and Regulations pertaining to cultural resources may apply.

Grading permit expiration is per IBC Section 105.5 as amended.

4. The numbered exemption list of Section J103.2, Exemptions, is amended as follows:

1. Grading in an isolated, self-contained area, provided there is no danger to the public, and that such grading will not adversely affect adjoining properties or critical areas and further provided that the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and fill does not exceed 250 cubic yards and is associated with a residence authorized by a valid building permit.

2. Excavation for construction of a structure permitted under this code provided that said construction has been duly reviewed for compliance with the Whatcom County Shoreline Management Program (WCC Title 23) and the Whatcom County Critical Areas Ordinance (WCC 16.16).

3. Cemetery graves

4. Refuse disposal sites controlled by and appropriately permitted in accordance with other regulations.

5. Excavations for wells or trenches for utilities provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and there are no adverse impacts to critical areas.

6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program (WCC Title 23) and such operations do not affect the lateral support of, or
significantly increase stresses in soil on adjoining properties, or adversely impact critical areas.

7. Exploratory excavations performed under the direction of a registered design professional provided that said excavations have been duly reviewed for compliance with the Whatcom County Shoreline Management Program (WCC Title 23) or critical areas ordinance.

8. A fill less than 1 foot in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope) or less than 3 feet in depth, not intended to support structures, that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course or otherwise impact critical areas provided the activity occurs outside of the jurisdiction of the Whatcom County Shoreline Management Program.

9. Exemptions listed per WCC 20.80.733.

5. The following site plan requirements are added to J104.2:

a. In addition to the provisions of Section 107, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of this code.

b. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this code.

c. The plans shall show erosion control types and locations, natural features (slopes, streams, wetlands, ponds, etc.), forested or treed areas, ditches, culverts, wet areas, flow directions, critical area boundaries, the Ordinary High Water Mark (OHWM) of any water body regulated by the Whatcom County Shoreline Management Program and any other information deemed necessary by the Building Official.

6. J104.3, Geotechnical report, is amended as follows:

When required by the Technical Administrator, a geotechnical report prepared by a registered design professional shall be provided. The report shall contain at least the following:

1. The nature and distribution of existing soils;

2. Conclusions and recommendations for grading procedures;
3. Soils design criteria for any structures or embankments required to accomplish the proposed grading;

4. Where necessary, slope stability studies, and recommendations and conclusions regarding site geology; and

5. Unless approved by the Technical Administrator, a building permit shall not be issued on approved fills without an engineered soils report and proof of supervised, monitored placement by the registered design professional.

6. Additional information may be required at the discretion of the Technical Administrator.

7. The Technical Administrator may require a geotechnical report be prepared by a registered design professional to determine the quantity of unpermitted fill brought to a site without a valid permit, as required by this chapter.

**Exception:** A geotechnical report is not required where the Technical Administrator determines that the nature of the work applied for is such that a report is not necessary.

7. Add the following as Section J104.5, Surface mining report:

Grading permit plans associated with surface mining shall be consistent with a surface mining reclamation plan as required and approved by the Washington Department of Natural Resources.

(Ord. 2004-064 § 2).

**15.04.030 Amendments to the International Residential Code.**

A. Section R105.1, Required, is amended as follows:

Whatcom County (the County) may require that a covenant or agreement be recorded against the deed(s) applicable to the location and/or operation of a given project to inform future property owners of the current restrictions or approved land uses. The County may draft the covenant or agreement upon whatever terms the County in its discretion deems proper.

B. Section R105.2, Work exempt from permit, is amended to read as follows:
1. One-story detached, non-occupied, accessory structures without basements, used as tool and storage sheds, playhouses and similar uses, provided that 1.) The floor area does not exceed 200 sq. ft. [18.58 sq. m] and 2.) Provided that accessory structures meet all applicable setback requirements.

2. Fences not over 7 feet (2134 mm) high.

3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L). And the ratio of height to diameter or width does not exceed 2 to 1.

5. Sidewalks, walking surfaces, and driveways not more than 30 inches above grade and not over any basement or story below.

6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

7. Above ground pre-fabricated pools.

8. Swings and other playground equipment.

9. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

10. Uncovered decks not exceeding 200 square feet (18.58 sq. m) in area, that are no more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

C. R105.3, Application for permit, is amended to include the following:

To obtain the permit, the applicant shall first file an application therefore in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.

2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.

4. Be accompanied by construction documents and other information as required in Section 107.

5. State the valuation of the proposed work.

6. Be signed by the applicant, or the applicant’s authorized agent.

7. Include signature by the applicant or the applicant’s authorized agent of a statement for guarantee of fee payment. The statement must be signed in the presence of County staff or staff will provide a statement which includes verification of signature by a licensed notary public.

8. Provide verification of approval to connect to a public sewer system or a septic system installation permit issued by the Whatcom County Environmental Health Department for any permit application that requires sewage disposal. The approval to connect or issued system permit shall be specific to the project application.

9. Provide additional data and information in the designated sequence, as required by the Building Official.

D. Table R301.2 (1) Design Data for Whatcom County is amended as follows:

1. GROUND SNOW LOAD TABLE, JANUARY 1997..

<table>
<thead>
<tr>
<th>Whatcom County</th>
<th>Approx. Average Elevation</th>
<th>Revised Ground Snow Load</th>
<th>Revised Roof Snow Load</th>
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</thead>
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<tr>
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<td>25</td>
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<tr>
<td>Bellingham</td>
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<tr>
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</tr>
<tr>
<td>Diablo</td>
<td>910</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Ferndale</td>
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<td>20</td>
<td>25</td>
</tr>
<tr>
<td>Glacier</td>
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<tr>
<td>Lawrence</td>
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</tr>
<tr>
<td>Lynden</td>
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</tr>
<tr>
<td>Location</td>
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<td>SN</td>
<td>LP</td>
</tr>
<tr>
<td>--------------</td>
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<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>Maple Falls</td>
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<tr>
<td>Mt. Baker Ski Area</td>
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</tr>
<tr>
<td>Pt. Roberts</td>
<td>120</td>
<td></td>
<td>25</td>
</tr>
</tbody>
</table>

Footnotes:

Any proposal can challenge the above design load with engineer or architect stamped and signed calculations and criteria.

Buildings where the roof snow load exceeds 30 psf may require architect or engineer review.

Recommendations are valid for the recognized central area of each regional designation. Building Services reserves the right to adjust the roof snow load based on building location and/or criteria per the 2012 IBC and/or the most current edition of the Snow Load Analysis for Washington.

2. Wind Speed (mph): IRC - 85 mph [Figure R301.2(4)B]; IBC Risk Category I - 100 mph [Figure 1609C]; IBC Risk Category II - 110 mph [Figure 1609A]; IBC Risk Category III and IV - 115 mph [Figure 1609B]

3. Seismic Design: Zone D_0/D_1; Design Category D (See IBC Section 1613 and/or ASCE 7)

4. Subject to Damage from Weathering: Moderate

5. Frost Line Depth: 18" (west of longitude 122° 54' 30", approximately at mile post 35 of State Route 542, Mt. Baker Highway)

6. Termite: None

7. Decay: Moderate

8. Winter Design Temp: 19 °F

9. Ice Shield Underlayment Req.: No

10. Air Freezing Index: 260

11. Mean Annual Temperature: 48° F
E. Appendix E, Manufactured Homes, is entirely replaced with the following:

This chapter is enacted as an exercise of the police power of the county for the benefit of the public at large. It is not intended to create a special relationship with any individual, or individuals, nor to identify and protect any particular class of persons.

The purpose of this chapter is to provide minimum standards to safeguard life or limb, health or property, and public welfare, by regulating and controlling the installation of manufactured homes on building sites within the county.

It is not the intent of this chapter to impose liability upon the county for failure to perform any discretionary act. Rather, it is the intent of this chapter to place the obligation of complying with its requirements upon the installer. Nothing contained in this chapter shall be construed to relieve from or to lessen the responsibility or liability of any person for injury or damage to persons or property caused by or resulting from any defect of any nature in any manufactured home installation work performed by said person or in any manufactured home installation equipment owned, controlled, operated or used by him; nor shall Whatcom County, or any officer, agent, or employee thereof, incur or be held as assuming any liability by reason or in consequence of any permission, certificate of inspection, inspection or approval authorized herein, or issued or given as herein provided, or by reasons or consequence of any things done or acts performed pursuant to the provisions of this chapter.

1) SCOPE

This chapter sets forth rules and regulations to regulate and control the installation of manufactured homes on building sites, establishes an administrative procedure for the issuance of permits, and provides for the inspection of manufactured home installations.

2) DEFINITIONS

a. ADMINISTRATIVE AUTHORITY is the Department of Planning & Development Services, the Building Services Division, and the Whatcom County Building Official.

b. BUILDING OFFICIAL is the Director of the Planning & Development Services Department or his/her designee. See Section 15.04.015.

c. BUILDING SITE is any site proposed for the location of a manufactured home including sites within mobile home parks.
d. HUD is the Federal Department of Housing and Urban Development.

e. INSTALLER shall either be the owner or a State licensed mobile home installer.

f. MANUFACTURED HOME means a structure designed and built to comply with the Washington State Department of Labor and Industry’s rules and regulations for Manufactured Homes and Commercial Coaches. It is also defined and cross-referenced per the current adopted edition of the IRC, SECTION R202, DEFINITIONS, MANUFACTURED HOME.

g. MOBILE HOME is a transportable, factory-built dwelling unit constructed prior to June 15, 1976 (prior to enactment of National Manufactured Housing Construction & Safety Standards [NMHCSS] Act of 1974).

h. PERMANENT FOUNDATION means concrete blocks on a concrete footing or slab, or other approved engineered foundation systems.

3) GENERAL INSTALLATION REQUIREMENTS

a. Manufactured homes installed on building sites shall be installed in accordance with the provisions of this chapter and all applicable local, state, and federal codes, ordinances, and statutes.

b. Manufactured homes shall be installed in compliance with the manufacturer’s installation recommendations or according to NCSBCS/ANSI A225.1-1994; permanent foundation requirements. The manufacturer or dealer shall send two copies of its approved installation recommendations to the purchaser of the manufactured home. Two copies shall be submitted with the building permit application.

c. No person, firm, partnership, corporation, or other entity may install a manufactured home unless he/she owns the manufactured home, or is a licensed manufactured home installer.

d. All manufactured home installations shall comply with the requirements of the IRC Section R403.1.7.3, Foundation Elevation, and with the following: On graded sites, the top of any exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved drainage device a minimum of 12 inches plus 2 percent. The Building Official may approve alternate elevations, provided it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site. The following provisions shall be made to prevent standing water under and around a building or structure prior to the
final inspection. The finished grade and elevation under the building shall be above the ground drainage flow of the land around the building to prevent surface or sub-surface water from draining to the space under the building, provided that other approved alternates such as drain tile, exterior grading to a point lower than the interior drainage of the building or an approved sump pump may be used, and provided further that the alternate method to be used shall be shown on the building plans. An approved sump pump system shall in no case be connected to the sanitary sewer system. In all instances where a drainage or sump pump system is installed under the structure there shall be provided, in the foundation wall, an access crawl hole which shall be no more than 20 feet from the main drain cleanout. To facilitate the drainage of water, the building site shall have at least a 2% gradient towards approved drainage facilities from building pads. However, this may be waived by the building official provided that the permittee can demonstrate that due to the nature of the site this would be impractical and that an approved alternate will be used. If water appears under the building within a period of 12 months after the final inspection of the building or structure, the builder shall be responsible for providing the drainage of the same, and provided further that the builder has not complied with the requirements of Section 1804.7 herein, concerning drainage. Thereafter, the owner of the building shall be responsible for providing drainage of the same, except where owner and builder agree otherwise.

e. In those areas that are recognized as floodplains by the Washington State Department of Ecology or the Department of Homeland Security, or hazardous because of the probability of earthquakes, ground slides, avalanches or high winds, the building official may set requirements that are necessary to lessen the hazards. Manufactured homes installed on sites that are sloping or have poor drainage shall be installed in accordance with installation recommendations, provided by a professional engineer or architect licensed in the state of Washington.

f. Manufactured homes in a floodplain must be installed per the applicable provisions of Whatcom County Code, Title 17, Flood Damage Prevention, and per associated requirements of the Endangered Species Act (ESA).

g. Used mobile homes older than 1976, require a fire/life safety inspection by the State Dept. of Labor & Industries prior to building permit submittal.

4) PERMITS REQUIRED

No person, firm, or corporation shall install or cause to be installed any manufactured home on a building site without having first obtained a
building permit and a manufactured home dealer shall not deliver a manufactured home to a building site until that dealer has verified that the installer has obtained the necessary building permits.

5) APPLICATION REQUIREMENTS

In addition to the building permit application and issuance regulations, the following shall apply to manufactured home installations: separate application shall be required for each manufactured home installation. The application shall be made upon forms provided by the administrative authority and shall be accompanied by the permit fee established herein.

a. A separate application shall be required for each manufactured home installation. The application shall be made upon forms provided by the administrative authority and shall be accompanied by the permit fee established herein.

b. Each application shall be accompanied by a plot plan drawn to scale with detail sufficient to show that the installation will meet siting requirements of all applicable state and local regulations.

c. Applications for manufactured homes to be installed on building sites or sites within a mobile home park shall be accompanied by two sets of foundation plans for a permanent foundation.

6) INSPECTION

Approved installation specifications shall be available at the site at the time of inspection of the installation. In the event that no approved installation specifications are available or the approved specifications as provided above do not cover all the installation requirements of this chapter, then the total installation of the portions thereof not covered by the approved specifications shall comply with the appropriate provisions of this code.

a. On building sites other than those in mobile home parks, the installer of the manufactured/mobile home shall request a footing inspection after the placement of the footing forms and rebar and prior to pouring or placing the footings, a tie-down inspection and a final inspection after all aspects of the installation have been completed. For mobile home park installations, the installer shall request a final inspection after all aspects of the installation have been completed. All requests for inspection shall be made one working day before such inspection is desired.

b. The manufactured/mobile home may be occupied once the installation has passed final inspection for compliance with the
requirements of this chapter and any conditions placed upon the
issued permit.

c. If the installation does not comply with the installation requirements
of this chapter and the conditions of the installation permit, the local
enforcement agency shall provide the installer with a list of corrections
that the installer must make. The list of corrections shall state a date by
which the corrections must be completed. If the items that require
correction do not endanger the health or safety of the occupants, or
substantially affect the habitability of the manufactured/mobile home,
the local enforcement agency may permit the owner of the home to
occupy it.

7) BUILDING SITE PREPARATION

A manufactured home may not be installed on a building site unless
the ground at the site has adequate compaction and load-bearing
ability to meet the support requirements of (3)(d) or, if the building site
is in a mobile home park, the park owner must insure that the ground
on which the mobile home is to be installed has been improved as
necessary to provide a proper base for the mobile home and that the
area beneath the mobile home has adequate drainage.

8) FOUNDATION SYSTEM FOOTINGS

a. Footings shall be constructed of solid concrete per the
manufacturer’s installation specifications or an approved alternate
method.

b. Four-inch slab with thickened footings, extending 18 inches below
existing grade, 16 inches diameter concrete posts, spaced according
to the applicable requirements of NCSBCS/ANSI A225.1-1994, with a
diameter concrete slab and Z hook for positive connection between
post and slab, if in a flood plain.

c. Footings shall be:

i. Evenly bedded and level;

ii. Placed on firm, undisturbed or compacted soil that is free of organic
material;

iii. Centered in a line under the main frame longitudinal members on
both sides of the manufactured home;

iv. Spaced not more than eight feet apart and no more than two feet
from the ends of the main frame. The building official may require a
closer spacing, depending on the load bearing capacity of the soil or
the specifications in the manufactured home installation manual.
d. A manufactured home with more than one section must have center line blocking at end walls and at other points of connection of the sections of the manufactured home that have ridge beam bearing support. Blocking is also required at both ends of a door opening that is six feet or more wide in an exterior wall.

e. If a manufactured home requires footings on its exterior perimeter, as specified by the installation recommendations or required by the building official, the footings shall be installed below the frost line.

f. Footings shall be constructed so that 75 percent of the area under the manufactured home has at least 18 inches clearance between the bottom of the main chassis members and the ground level. The area beneath the furnace cross-overs and fireplaces must always have at least 18 inches clearance. At no point under the manufactured home may clearance be less than 12 inches.

9) FOUNDATION SYSTEM PIERS

a. An installer must build and position piers and load-bearing supports or devices to distribute the required load evenly. An installer must use manufactured piers or load-bearing supports or devices that are listed or approved for the intended use.

b. A pier may be made of a single stack of 8-inch by 16-inch blocks if the blocks are not stacked more than three blocks high. A pier made of a single stack of blocks shall be installed at a right angle to the main frame longitudinal members and shall be capped with no more than 2-inch by 8-inch by 16-inch wood blocks or one 4-inch by 8-inch by 16-inch concrete block.

c. A pier may be made of a double stack of 8-inch by 8-inch by 10-inch blocks if the blocks are not stacked more than five blocks high. Each row of blocks in such a pier shall be stacked at right angles to the abutting rows of blocks. The pier shall be capped by with 2-inch by 8-inch by 16-inch concrete blocks. The pier shall be installed so that the joint between the cap block is at right angle to the main frame longitudinal members.

d. A pier may be made with more than five courses of blocks and not to exceed 9 (72 inches) courses of block if the stacked blocks are filled with 2,000 psi concrete or mortar, and no more than 20% of the piers exceed five courses (40°). All other systems shall be designed by a licensed Washington state engineer or architect.

e. All blocks shall be set with cores placed vertically.

10) FOUNDATION SYSTEM PLATES AND SHIMS
An installer may fill a gap between the top of a pier and the main frame with a wood plate that is not more than two inches thick and two opposing wedge-shaped shims that are not more than two inches thick. Wood plates and shims must be of hemlock/fir, Douglas fir, or spruce/pine/fir. A shim shall be at least four inches wide and six inches long. The installer shall fit the shim properly and drive it tight between the wood plate or pier and the main frame to ensure that the manufactured home is level and properly supported at all load-bearing points. A block that abuts a wedge-shaped shim shall be solid.

11) FOUNDATION

A manufactured home shall have an approved skirting around its entire perimeter. The wood of the skirting shall be at least six inches from the ground unless it is pressure-treated wood. Metal fasteners shall be hot dipped galvanized, stainless steel, or other corrosive-resistant material. Ferrous metal members in contact with the earth, other than those that are galvanized or stainless steel, shall be coated with asphaltic emulsion. A manufactured home that is installed shall have ventilation openings with a net area of one square foot per 150 square feet of crawl space; except manufactured homes installed in the flood plain shall have ventilation openings with a net area of 1 square inch per 1 per square foot of crawl space installed within 1 foot of finished grade. The openings shall be designed to provide cross ventilation on at least two approximately opposite sides of the manufactured home. The installer shall locate openings as close to the corner of the manufactured home as practical and shall cover the opening with a corrosive-resistant wire mesh. Dryer vents and hot water tank pressure release valves shall exhaust on the exterior of the perimeter skirting. The skirting for each section of the manufactured home shall have an opening of at least 18 inches by 24 inches with a cover of metal or pressure-treated wood to allow access to the crawl space. In all cases the foundation shall be installed before a final sign off can be made.

12) ANCHORING SYSTEM

The building official shall require a single section or multiple section manufactured home to have an anchoring system. Such an anchoring system shall be installed per the manufactured installation specifications or according to the design of a professional Washington State licensed engineer or architect. Components of the anchoring system shall have a resistance to weather deterioration that is at least equal to that of a zinc coating that is not less than 0.3 inches per square foot of coated surface. Cut edges of zinc-coated strapping do not need to be coated.

a. An installer shall install, preload, and adjust a ground anchor in accordance with the anchor manufacturer’s instructions. The installer
must supply a copy of the instructions to the building official. Ground anchors shall be marked with the manufacturer's identification and model number in a location that is visible to the inspector after the anchor is installed. The manufacturer of a ground anchor must provide instructions with each anchor that specifies the kinds of soils for which the anchor is suitable. Analysis from a WA State licensed engineer may be required.

b. If concrete slabs or continuous footings are used to transfer the anchoring loads to the ground, the following requirements apply:

i. Engineered tie-down systems shall be per approved details from the Washington State Department of Labor and Industries.

ii. A concrete slab may be used in place of a ground anchor if it provides holding strength equal to the required ground anchors.

iii. Analysis from a WA state licensed engineer may be required.

c. Ties shall be of approved strapping, or other approved materials. Ties shall be fastened to the ground anchors and drawn tight with turnbuckles, yoke fasteners, or other approved tension devices. Tension devices shall end in clevis, forged, or welded eyes. Tension devices shall be designed to prevent self-disconnection if the ties become slack. Ties shall connect the ground anchors to the main frame longitudinal members. Ties must not connect to steel outrigger beams that fasten to the main frame unless the manufacturer's installation instructions specifically approve the connection. Diagonal ties must lie at least 45 degrees from the vertical.

d. The installer shall space the ties as evenly as practical and shall locate a tie within eight feet of each end of the manufactured home. The installer shall install vertical ties at each detached corner of a clerestory roof and added-on sections of expandable manufactured homes, the installer shall install the following number of ties for each I-beam or other main frame longitudinal member: according to the manufacturer's specifications or per NCSBCS/ANSI A225.1-1994, as indicated in the following chart:

<table>
<thead>
<tr>
<th>Length of home in feet (excluding hitch)</th>
<th>Number of vertical ties per detached corner of add-ons</th>
<th>Number of diagonal ties</th>
</tr>
</thead>
<tbody>
<tr>
<td>32 – 54</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>55 – 73</td>
<td>1</td>
<td>6</td>
</tr>
</tbody>
</table>

13) ASSEMBLY
The water pipe connection to the manufactured home shall have a main shutoff valve in compliance with the 2012 Uniform Plumbing Code, Section 606. Exterior water lines and ducting under the manufactured home shall be insulated. In all other respects, utility connections to the manufactured home, including water, sewer, electricity, and gas shall comply with the applicable county codes. Accessory structures attached to or located next to a home, such as awnings, carports, garages, porches, or steps shall be constructed in conformance with applicable county codes and structurally independent of the manufactured home unless pre-approved by manufacturer. (Ord. 2004-064 § 2)

15.04.040 Amendments to the International Fire Code.

A. The International Fire Code is amended as follows:

1. Section 102.2, Administrative, operational and maintenance provision, is amended to read as follows:

To provide a reasonable degree of safety to persons occupying existing buildings, there shall be a fire code inspection, at times to be determined by the Whatcom County Fire Marshal, for all Group A, B, E, F, H, I, M, R, S and U occupancies. Only R-3 Occupancies containing the following shall be subject to fire code inspections: Adult family homes, family daycare homes, adult and child care facilities, as defined in the Washington State amendments.

2. Section 103.1 is amended to read as follows:

103.1 General. The Department of Fire Prevention, herein after referred to as the Fire Marshal's Office, is established within the jurisdiction under the direction of the Fire Code Official, herein after referred to as the Fire Marshal. The function of the department shall be the implementation, administration and enforcement of the provisions of this code. Recognizing the authority and responsibility vested in the Fire Marshal by the International Fire Code, the Fire Marshal is authorized to promulgate such rules, policies and/or procedures as he/she deems necessary for the efficient operation of fire prevention and investigations.

3. Section 103.2 is amended to read as follows:

103.2 Appointment. The Fire Marshal shall be appointed by the Department Director. The Fire Marshall shall be not less than a supervisor within the Building Services Division of the Whatcom County Planning & Development Services Department, as designated by the Director. The Fire Marshal for Whatcom County is authorized to enforce the provisions of this ordinance and adopted referenced codes and amendments. The Fire Marshal shall not be
removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the authority having jurisdiction.

4. Section 104.1 is amended with the following additional paragraph:

The provisions of RCW 18.160.070 and the Levels of Licensing required by the State Fire Marshal’s Office will be enforced by the Whatcom County Fire Marshal’s Office as specified, including but not limited to work performed by contractors and/or documentation verifying compliance with current licensing requirements. Issuance of permits may be withheld due to lack of compliance with these provisions.

It is the interpretation and determination of the Whatcom County Fire Marshal that the “installation of underground work of any kind for any kind of structure” applies to the installation of fire protection systems regardless of whether they are connected to or integral to or separate from a fire protection sprinkler system. A Level U license from the State Fire Marshal’s office shall be required. The Fire Marshal, at his/her discretion, may require a Level U license for any underground work determined at any stage of installation to be substantially and/or consistently substandard.

5. Section 104.10, Fire investigation, is amended to read as follows:

The Whatcom County Sheriff’s Office shall have the authority to investigate the cause, origin and circumstances of any fire, explosion or other hazardous conditions. Information that could be related to trade secrets or processes shall not be made part of the public record except as directed by a court of law.

6. Section 104.10.1 is amended to read as follows:

a) The Whatcom County Fire Marshal shall have the authority to render necessary assistance in the investigation of fires. The Whatcom County Fire Marshal and designated, assigned staff members shall have the powers of a limited authority of a Washington peace officer as defined in Chapter 10.93 RCW. They shall be commissioned by the Whatcom County Sheriff as specially commissioned Washington peace officers, as defined in Chapter 10.93 RCW, upon satisfaction of the training and other requirements prescribed or approved by the Washington Criminal Justice Training Commission, for the purpose of administering this code.

7. Section 105.7.1 is amended with the addition of the following language:
Commercial cooking arrays require permanently affixed signage that states: "Alteration of commercial cooking arrays is prohibited without prior review and approval from the Whatcom County Fire Marshal." Location of signage to be determined by the Fire Marshal.

8. Section 105.7.8 Flammable and combustible liquids, is amended as follows:

1. (unchanged)
2. (unchanged)
3. To install, alter, remove, abandon, or otherwise dispose of a flammable or combustible liquid. Abandoned underground fuel tanks are required to be removed according to all applicable codes and safety standards except under special circumstances, such as steep or extreme topography, significant physical obstructions, or similar circumstances, as approved per the discretion and judgment of the Fire Marshal.

9. Section 108.1, Board of appeals, is amended to read as follows:

In order to hear and decide appeals of orders, decisions or determinations made by the Fire Marshal relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. Whatcom County Ordinance No. 2007-024 shall be the Fire Code appeals board. The Appeals Board shall be the same board for all codes appeals, except as amended in WCC Chapter 15.04.

10. Section 202 is amended to read as follows:

a. **Fire Chief.** Whenever the term fire chief is referenced in this code it shall mean Whatcom County Fire Marshal (Fire Code Official) or his/her designee, as identified in IFC Section 103. except as stated in IFC Section 104.11 and/or where the Fire Marshal has delegated a specific responsibility to the Fire Chief of a given fire district by verbal, written, and/or historic agreement.

b. **Fire Code Official.** Whenever the term fire code official is referenced in this code it shall mean Whatcom County Fire Marshal or his/her designee, as identified in IFC Section 103.2 and as amended per WCC 15.04.040.

11. Chapter 5 is amended to include adoption of all sections of the chapter not adopted by Washington State Amendments, Chapter 51-54A, as authorized per RCW 19.27.060, #5
12. Appendix B, Fire Flow Requirements for Buildings is amended as follows:

a. Section B103.1, Decreases

1. The Fire Marshal is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical. This may include consideration of alternative materials and methods where the Fire Marshal finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method, or work is at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire-resistance, durability, and safety.

b. Section B104.1, General

1. The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under horizontal projections of the roof of a building (such as a connecting breezeway), otherwise including only areas that are fully enclosed on all sides and which have a full ceiling height. Full ceiling height means an average (50% or more) ceiling height of 6 (six) feet – 8(eight) inches (203.3 cm), including under-floor areas that are accessed by a side-hinged man door, sliding door, overhead door, or similar standard height access. The calculation area is measured to the outside surface of exterior and/or enclosure walls.

2. In general, commercial and industrial structures will be measured according to the same methodology as residential/accessory buildings, except that structures will also be judged according to their use and corresponding hazard, according to the applicable codes in the IFC and IBC, and according to the judgment and discretion of the Fire Marshal. As such area may be calculated for roof only (open sided) structures, covered open/partially open portions of buildings, to the outside edge of eaves, and/or for uncovered portions of structures (decks, balconies, loading docks, etc.) on a case-by-case basis where, in the discretion of the Fire Marshal, it is warranted to preserve the health, safety, and welfare of the public, building occupants, and/or emergency responders.

c. Section B105.1, One- and two-family dwellings.
1. The minimum fire flow and flow duration requirements for one- and two-family dwellings having a fire-flow calculation area that is in excess of 4000 square feet (371.6 m²) shall be 500 GPM @ 20 psi for 1 hour. Fire-flow for dwellings with fire-flow calculation areas larger than 8,000 square feet (743.2 m²) shall not be less than that specified in Table B105.1, as amended by Whatcom County, with the ability to apply fire-protection credits as described in Table B105.2.

d. Section B105.2, Buildings other than one- and two-family dwellings.

DEFINITIONS:

- **Agricultural Building.** Livestock shelters or buildings, including shade structures and milking barns; poultry buildings or shelters; barns; storage of equipment and machinery used exclusively in agriculture; horticultural structures, including detached production greenhouses and crop protection shelters; sheds; grain silos; stables. (IBC Appendix C, Group U-Agricultural Buildings)

- **Agricultural processing building and/or facility.** Buildings/facilities where agricultural products are cooled, frozen, or dried and packaged in their otherwise unaltered, primary state for shipping to distribution sales outlets. Ag processing buildings/facilities may include conveyors, refrigeration equipment and rooms, other applicable processing or environmental mechanical equipment, offices, employee facilities, restrooms, product and product packaging storage, loading docks, and similar applicable accessory appurtenances.

Although Ag processing buildings/facilities are determined by Whatcom County to be a Group U occupancy, they represent a more intensive use than agricultural buildings, based on the typical number of personnel (even if seasonal), type of equipment, and typical operations. Appropriate, applicable health, fire, and life/safety codes and regulations will be applied in the review process of these buildings/facilities.
Cooking, modifying, altering, combining, and/or other secondary food processing/manufacturing is not considered Ag processing. The primary use for this type of processing is determined to be a Group F occupancy per applicable provisions of the IBC and other adopted codes and regulations.

1. The minimum fire-flow and flow duration requirements for private garages, detached shops, agricultural storage buildings (Group U occupancy) shall be 500 GPM @ 20 psi for 1 hour.

Exception: Fire-flow is not required if the structure meets one of the following criteria:

1. It does not exceed 2500 square feet (232.3 m²).
2. It is protected by an approved automatic fire sprinkler system
3. It has 60 foot setbacks to all property lines, and other structures on the same lot. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.
4. It has 100 foot setbacks to all property lines and other structures on the same lot for buildings which include hay storage, other combustible fibers, the potential for loose combustible fibers, and/or the potential for combustible dust (IFC Sections 2204 and 5204.1; NFPA 61). Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

2. The minimum fire-flow and flow duration requirements for agricultural processing buildings (Group U) not exceeding 6000 square feet (557.4 m²) shall be 500 GPM @ 20 psi for 1 hour. If the building exceeds 6000 square feet (557.4 m²), Table
B105.1, as amended by Whatcom County, shall apply except that, at the discretion of the Fire Marshal, where adequate and reliable water supply systems do not exist the duration may be reduced by up to 50%, but not to be reduced to below 500 GPM @ 20 psi for a duration of 1 hour.

Exception: Fire-flow is not required if the structure meets one of the following criteria:

1. It does not exceed 2500 square feet (232.3 m²), excluding areas open on three sides.

2. It has 60 foot setbacks to all property lines, and other structures on the same lot. Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

3. The building is provided with an NFPA 13 automatic sprinkler system throughout, including water storage to support the sprinkler system per the system design, plus an additional 500 gpm of fire flow at 20 psi for a duration of one hour, to be available at an approved hydrant or hydrants as determined by the Fire Marshal.

3. The minimum fire-flow and flow duration requirements for buildings other than one- and two-family dwellings and Group U buildings specified above, shall be as specified in Table B105.1, as amended by Whatcom County, with the ability to apply fire-protection credits as described in Table B105.3, but not to be reduced to below 500 GPM @ 20 psi for duration of 1 hour for Group F and S occupancies, including accessory occupancies (per IBC 508.2): 1500 GPM @ 20 psi for a duration of 1 hours for occupancies and/or mixed occupancies including Group A, B, E, I, M, and R occupancies. Fire-flow reductions for Group H occupancies may only be considered at the discretion of the Fire Marshal. Increases in fire flow may be required based on the Fire Marshal’s evaluation of operational hazard and/or occupancy group. Fire protection credits shall not allow the elimination of required systems as required in other parts of the Fire Code.
Exception: Fire flow is not required if the structure meets both of the following criteria:

1. It does not exceed 2500 square feet (232.3 m²)

2. It does not contain a hazardous operation, as determined by the Fire Marshal.
TABLE B105.1
Fire-flow for Buildings Other than One- and Two- Family Dwellings and Private Garages and Commercial Agricultural Buildings (Group U)

<table>
<thead>
<tr>
<th>Construction Type (a)</th>
<th>TA &amp; TB</th>
<th>IIA &amp; IIIA</th>
<th>IV &amp; VA</th>
<th>IIIA &amp; IIIB</th>
<th>VB</th>
<th>Required Fire Flow (GPM)</th>
<th>Duration (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>WHEN TOTAL FIRE AREA IN SQUARE FEET (b) IS EQUAL TO OR LESS THAN THESE VALUES</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5,500</td>
<td>3,700</td>
<td>2,600</td>
<td>2,100</td>
<td>1,600</td>
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<td>1</td>
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</tr>
<tr>
<td>11,100</td>
<td>6,800</td>
<td>4,700</td>
<td>3,500</td>
<td>2,400</td>
<td>750</td>
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<td>37,900</td>
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<td>3,750</td>
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<tr>
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<td>59,100</td>
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<td>70,600</td>
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<td>5,250</td>
<td>4</td>
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<td>77,000</td>
<td>47,400</td>
<td>5,500</td>
<td>4</td>
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</tr>
<tr>
<td>GREATER</td>
<td>GREATER</td>
<td>GREATER</td>
<td>GREATER</td>
<td>GREATER</td>
<td>GREATER</td>
<td>5,750</td>
<td>4</td>
</tr>
</tbody>
</table>

(a) Types of construction are based upon the current adopted edition of the IBC.
(b) Each portion of a building shall be considered as a separate fire area when separated by one or more fire walls built in accordance with the IBC.
### TABLE B105.2
Fire Protection Credits for One- and Two-Family Dwellings (a)

<table>
<thead>
<tr>
<th>Options to Reduce Fire Flow (b)</th>
<th>% Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>NFPA 13D Sprinkler System (c)</td>
<td>100%</td>
</tr>
<tr>
<td>Monitored Fire Alarm System</td>
<td>25%</td>
</tr>
<tr>
<td>1-Hour Fire Resistive Const. (d)</td>
<td>75%</td>
</tr>
</tbody>
</table>

(a) Fire Protection Credits must equal at least 100% to receive fire flow credit.
(b) Credits used for or with substantial alterations shall be applied to the entire structure.
(c) Consists of an NFPA 13D sprinkler system with sprinkler coverage extended into the garage, attic, small bathrooms, closets, heated/unheated basements and bonus rooms.
(d) Constructed in accordance with the International Residential Code.

### TABLE B105.3
Fire Protection Credit for Commercial Rural Fire-Flow

<table>
<thead>
<tr>
<th>Options to Reduce Fire-Flow (a)</th>
<th>% Reduction (b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NFPA Monitored Fire Alarm</td>
<td>25%</td>
</tr>
<tr>
<td>NFPA 13 Automatic Sprinkler System</td>
<td>75%</td>
</tr>
<tr>
<td>40'-Minimum Setbacks (c)</td>
<td>25%</td>
</tr>
</tbody>
</table>

(a) Credits used for or with substantial alterations shall be applied to the entire structure.
(b) Reductions will be simply rounded to the closest fire flow rate and applied for the duration prescribed by that flow rate. In cases of an equal distance between two rates, the rate will be rounded down.
(c) Setbacks apply to all property lines and buildings, on all sides of the structure.
Setback measurement may include the full width of an adjacent public way, no-build easement recorded with the Auditor to run concurrent with the deed, or similar instrument or provision acceptable to the Fire Marshal.

13. Appendix C, Fire Hydrant Locations and Distributions, is amended with the following added section:

a. Section C106, Subdivision Alternative

C106.1 Hydrant placement alternative. Subdivisions and plats with no fire flow infrastructure require a minimum lot size of 1 (one) acre and a minimum 20 (twenty) foot setback from property lines to structures, in addition to applicable fire flow requirements per Appendix B as amended.
14. Appendix D, Apparatus access roads, is amended as follows:

a. Section D103, Minimum Specifications is amended with the following additional language:

1. Fire apparatus access roads serving up to 2 (two) residential lots, where building location is less than one hundred fifty feet (150') from approved access roads require a minimum width of 12 feet (3658 mm) and a minimum vertical clearance of 13 feet-6 inches (4115 mm).

2. Fire apparatus roads over one hundred fifty feet (150') long serving up to two residential lots:

a. Minimum width – twelve foot (12') driving surface with turnouts no farther than every six hundred feet (600') when required by the Fire Marshal. To create a turnout, the road shall be widened to twenty feet (20') in the direction of travel for a minimum distance of one hundred feet (100') to allow vehicles to pull over and allow emergency vehicles to proceed. Turnout shall be located approximately midpoint for driveways over six hundred feet (600') but less than twelve hundred feet (1200'). See Exhibit B.

b. Vertical clearance – minimum thirteen foot, six inch (13'-6'') unobstructed vertical clearance for the required width of the road. See Exhibit A.

c. Surface – Per Whatcom County Development Standards (WCDS), Chapter 5, Road Standards. Minimum standard per Exhibit C: Driveway Section.

d. Turning radius – minimum thirty-five foot (35') radii. Residential private roads and driveways per Exhibit C and D.

e. Turnarounds – minimum twenty feet (20') wide, sixty feet (60') deep or WCDS, Chapter 5, Road Standards. See Exhibit D.

f. Bridges - Bridges, box culverts or similar passageway structures built over depressions or obstacles shall be herein after referred to as bridges. When a bridge is required to be used as part of a driveway access road, it shall be designed and constructed per the current adopted edition of the WCDS, Chapter 5, Road Standards, Section 513, Bridges and Associated Retaining Walls and per applicable portions of IFC Section 503. Vehicle load limits shall be posted at both entrances to bridges when required by the Fire Marshal.
g. Grade per Exhibit A and WCDS, Chapter 5, Road Standards. Residential and residential accessory structures accessed by roads or driveways exceeding 12\% grade require mitigation such as an automatic sprinkler system, per NFPA 13-D, throughout the applicable building(s); an approved fire flow system; equivalent mitigation approved at the discretion of the Fire Marshal in addition to standard access road requirements.

h. Installation of residential accessory buildings less than 2500 sf, small residential/accessory additions, and similar minor changes or alterations may be exempt or may not trigger road standard improvements on a case by case basis at the discretion of the Fire Marshal.

3. Section D103.5 is amended as follows:

Gates installed across emergency apparatus access roads and driveways require a permit from the Fire Marshal’s office.

Item #1 is amended as follows:

The minimum gate width shall be 20 feet (6096 mm) unless an alternate width is approved by the Fire Marshal. Under no circumstances shall the net opening width of any gate be less than 12 feet (3658).

4. Fire apparatus access roads – Access serving more than Two (2) residential units shall meet the following:

a. Standards per Exhibit A and current adopted Whatcom County Development Standards (WCDS), Chapter 5, Road Standards.

b. The Fire Marshal may make modifications in these standards if the road is not build-able because of topography, waterways, nonnegotiable grades, or similar conditions. These modifications are based on:

1. The building being protected by NFPA 13D Automatic Sprinkler System.

2. Additional fire protection features as required by the Fire Marshal.

Exceptions may be made for minor additions or small accessory buildings to existing dwellings when in the opinion of the Fire Marshal the addition or accessory building will not create significantly more dangerous situations.
5. Emergency vehicle access roads or driveways shall not be obstructed in any manner, including the parking of vehicles. Width and clearance requirements of these standards shall be maintained at all times.

6. See Exhibits A, B, C, and D, for additional information, details, and illustrations amending Appendix D.
Exhibit A: Private Roads/Streets, Driveways and Fire Apparatus Access

This section applies to roads/streets that are privately owned, generally within an easement providing direct access to private land(s) for local traffic movement and connect to local public access, collectors or arterial roads/streets. Private roads/streets are maintained with private funds and where the county, municipality or WSDOT performs no maintenance.

Criteria for Authorization: Private roads/streets may be permitted when so provided in appropriate ordinances or at the discretion of the County Engineer when:

1. Covenants have been approved and recorded with the County which provide for maintenance of the private roads/streets and associated parking areas by the owners in the development, including placing of liens for non-payment of fees, and/or road maintenance agreement(s) on the face of the Long Plat, Short Plat, or Binding Site Plan.

2. Provision is made for the roads/streets to be open at all times for emergency and public service vehicle use.

3. The private road is not needed as a public road and will not obstruct public street circulation.

4. Intersection spacing between private roads shall be consistent with the spacing shown in Development Standards Section 505.M.

5. The roads are within a private community with a corporate identity or Homeowners Association, as identified by the State of Washington under RCW 64.38.

6. Fire Apparatus Access Roads (Private Roads/Streets and Driveways)
   a) County fire code requirements for “Fire Apparatus Access Roads” are contained in WCC 15.04.010 and as amended in WCC 15.04.040.
   b) Criteria. The following criteria, per Exhibit A Geometrics, apply to Fire Apparatus Access Roads serving residential and residential accessory use.
### Exhibit A Geometrics

<table>
<thead>
<tr>
<th>Road Users</th>
<th>Incremental Grade, %</th>
<th>Minimum Surface Treatment</th>
<th>Minimum Width, ft</th>
<th>Minimum Unobstructed Vertical Clearance, ft</th>
<th>Minimum Turning Radii, ft</th>
<th>See also Development Standards Drawings</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2</td>
<td>≤12</td>
<td>CSTC(1)</td>
<td>12</td>
<td>13.5</td>
<td>25, 40</td>
<td>505.E-6</td>
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<tr>
<td></td>
<td>12 - 14</td>
<td>Paved(2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 - 18</td>
<td>Heated grooved PCC(3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-6</td>
<td>≤12</td>
<td>CSTC(1)</td>
<td></td>
<td></td>
<td></td>
<td>505.E-1</td>
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<tr>
<td></td>
<td>12 - 14</td>
<td>Paved(2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 - 18</td>
<td>Heated grooved PCC(3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 or more</td>
<td>≤12</td>
<td>Paved(2)</td>
<td></td>
<td></td>
<td></td>
<td>505.E-2</td>
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<tr>
<td></td>
<td>12 - 14</td>
<td>Paved(2)</td>
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<tr>
<td></td>
<td>15 - 18</td>
<td>Heated grooved PCC(3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Crushed surfacing top course
(2) Either Portland cement concrete (PCC) or Hot mix asphalt (HMA)
(3) Portland cement concrete
(4) Hot mix asphalt
(5) See Development Standards Section 505 Road Type and Geometrics, Table 1 - Arterial Roads & Table 2 - Residential Roads
(6) See also Development Standards Section 505.1.3 - Horizontal Curves
(7) Road Users represents the number of dwelling units/single households. Per the Public Works Dept., a single household is the approximate equivalent of 10 average daily trips (ADT).
(8) Grades exceeding 18% may require special and/or multiple mitigation measures and will be approved at the discretion of the Fire Marshal.

- Turnouts - For driveways and roadways less than 20 feet wide, see Exhibit B (Development Standards Drawing 505.E-5).

- Turnarounds - Establish turnarounds for driveways and roadways greater than 150 feet in length per Exhibit D (Development Standards Drawing 505.E-6, 505.L-1, or 505.L-2 as applicable). Subject to other related codes and standards, i.e. Title 20.80.

- Fire Hydrants - Where a fire hydrant is located on a Fire Apparatus Access Road, the minimum roadway width shall be 26 ft. for a length of 40 ft. centered on the fire hydrant.

- Bridges - At the discretion of the Fire Marshal all bridges shall meet the requirements in Development Standards Section 513 Bridges
and Associated Retaining Walls. See WCC Section 15.04.040, Section A, Item 11, Subsection b.

- Security Gates and Emergency Accesses - The County Fire Marshal requires a separate permit for any security gate or emergency access restricting device/system.

- Access Approach Surfacing Requirements - All fire apparatus access approaches shall have an approved paved/hard surfaced apron unless otherwise directed pursuant to this section and Development Standards Section 508 Roadside Features. See Exhibit C, Driveway Section.

- Additional or Alternative measures - The County Fire Marshal may consider or require additional or alternative fire protection measures on a case by case basis.

Criteria for Construction: Private roads/streets shall conform to the applicable sections of these Standards. Also see Development Standards Drawings 505.E-1 and 505.E-2.
PLAN VIEW

NOTES:
1. Widening may be done on either side of the roadway or driveway.
2. Widen area to have the same standard section detail as roadway or driveway.

<table>
<thead>
<tr>
<th>DRIVeway/ROADWAY LENGTH</th>
<th>NUMBER OF TURNOUTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 600 feet</td>
<td>No turnout</td>
</tr>
<tr>
<td>601 - 1200 feet</td>
<td>One at mid-point</td>
</tr>
<tr>
<td>Over 1200 feet</td>
<td>Every 600 feet</td>
</tr>
</tbody>
</table>
FULL CIRCLE DRIVEWAY TURNAROUND

DRIVEWAY SECTION

MINIMUM DRIVEWAY CURVE

EXHIBIT C
PRIVATE DRIVEWAY DETAILS
WHATCOM COUNTY FIRE MARSHALL

5/20/2013 Not to Scale
NOTES:
1. Turnarounds shall be within the County right of way and/or private easements.
2. Width of travelway is specified on Exhibit A, or the approved plans.
3. Turnaround construction shall be of approved subgrade, base, and top course.

MINIMUM SURFACING
44' RADIUS
(See Drawing 505.L-1 for additional details)
15.04.050 Permit expirations and violations of the above referenced codes.

A. Expiration.

1. Sections 105.5 of the IBC, R105.5 of the IRC, and 105.3.1 of the IFC are amended as follows:

Every permit issued under the provisions of this code, according to IBC Section 105.5 and IRC Section R105.5, shall expire and become null and void, if the work authorized by such permit is not commenced within 180 days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. The building official is authorized to grant, in writing, one or more extensions of time, for a period not more than 180 days each. The extension shall be requested in writing and justifiable causes demonstrated. In the event of permit expiration, before such work can recommence, a new permit shall be first obtained to do so, and the fee therefore shall be one-half the amount required for a new permit for such work, provided no changes have been made, or will be made in the original plans and specifications for such work; and provided, further, that such suspension or abandonment has not exceeded one year. These permits are only transferable with the prior approval of the Building Official and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

Every permit issued under the provisions of this code, according to IFC Section 105, shall expire and become null and void, if the work authorized by such permit is not commenced within 180 days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. The fire code official (designated as the fire marshal) is authorized to grant, in writing, one or more extensions of time for a period not more than 180 days each, except that expiration and extension shall not apply to open burning permits. The extension shall be requested in writing and justifiable causes demonstrated. In the event of permit expiration, before such work can recommence, a new permit shall be first obtained to do so, and the fee therefore shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. An operational permit under the IFC shall remain in effect until reissued, renewed, or revoked or for such a period of time as specified in the permit. These permits are not
transferable and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

B. Construction Without Permit.

1. The following paragraph shall be added to IBC Section 114.1, IRC Section R113.1, and IFC Section 109.1:

When construction and/or development has occurred on a site without a valid permit as required by this chapter, any and all permits or approvals issued by the county may be denied for that site until the issue has been resolved. In addition, prompt restoration of the site to its original condition will be required. The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid, except insofar as the work or use for which it authorizes is lawful. The issuance or granting of a permit or approval of plans shall not prevent the Director of Planning & Development Services, the Building Official, the Fire Code Official, or any administrator who has been granted authority by the Director from thereafter requiring the correction of errors in said plans and specifications or from preventing construction operations being carried on thereunder when in violation of this code or of any other ordinance or from revoking any certificate of approval when issued in error.

2. The following paragraph shall be added to IBC Section 114.1, IRC Section R113.1, and IFC Section 109.1:

When construction, development, modification, or any changes to a structure have taken place without a valid permit as required by this chapter, the County may, at its discretion and as it deems necessary for compliance, may require the structure to be restored to its original construction/condition. This may include, but is not limited to, complete or partial demolition of the structure or remodel; removal of framed walls or other structural components; electrical systems and/or components; cabinets, doors, countertops, fixtures, drywall; plumbing and/or plumbing fixtures; applicable appliances. Time lines required to restore the structure to its original condition shall be at the discretion of the County.

C. Stop Work Orders.

1. Sections 115 of the IBC, R114 of the IRC, and 111 of the IFC are amended as follows:
In the event any person, firm, partnership, corporation or other entity violates any provision of this ordinance or any code adopted by this ordinance, the County may issue a notice of violation, to be delivered to the owner, operator, or their agent, or to be conspicuously posted at the site. In a non-emergency situation, such notice may include notice of the intent to issue a stop work order no less than 10 calendar days following the receipt of the notice, and provide for an administrative pre-deprivation hearing within 10 calendar days of notice/order. In an emergency situation where there is a significant threat to public safety or the environment, the County may issue a stop work order. The stop work order shall include, in writing, the right to request an administrative post-deprivation hearing within 72 hours following receipt of the stop work order. Failure to comply with the stop work order shall be a gross misdemeanor punishable upon conviction by a minimum fine of $500.00 up to a maximum fine of $1000.00 or one year in jail, or both. Under no circumstance may the court defer or suspend any portion of the minimum $500.00 fine for any conviction under this section. Each day or part thereof of noncompliance with said order to stop work shall constitute a separate offense.

D. Violation Deemed Misdemeanor.

1. Sections 114 of the IBC, R113 of the IRC, and 109 of the IFC are amended as follows:

Any violation of the provisions of the International Building, Fire, Residential or other related codes as herein adopted is a misdemeanor. Any person, firm or corporation violating any of the provisions of this code or failing to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents, directives or conditions of the Building Official or the Fire Code Official or the Director of Planning and Development Services or of a permit or certification used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $1000.00 dollars or by imprisonment not exceeding 90 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

a. EXCEPTION: The International Fire Code Section 307 Open Burning and Recreational Fires shall constitute Class 1 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. All violations shall be heard and determined in accordance with the system established in Chapter 7.80 RCW. After having been found to have committed two successive infractions for
violations of the same provision of this title on the same property, any person, firm, or corporation who continues to violate this title in the same manner on the same property shall be guilty of a misdemeanor, punishable by a fine of not more than $1000.00 or by imprisonment not exceeding 90 days, or both such fines and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

E. Notice of Violations.

1. Section 109.3 of the IFC is amended as follows:

When the Fire Code Official, referred to as the Fire Marshal, finds a building, premises, vehicle, storage facility or outdoor area that is in violation of this code, the fire code official is authorized to prepare a written notice of violation describing the conditions deemed unsafe. When immediate compliance is not possible, a time shall be specified for re-inspection. In special situations citations could be issued to individuals violating this code.

F. Civil Penalty.

1. Any person, firm, partnership, corporation or other entity violating any of the provisions of this chapter, or of the codes adopted by reference by this chapter, shall be deemed guilty of a civil offense and each day during which such violation is continued or committed shall constitute a separate offense, and shall be fined not more than $1,000 for each offense. The penalty provided in the above section shall be imposed by a notice in writing and delivered by personal service to the owner, the owner’s agent, the operator and/or violator, and/or sent by certified mail, and/or be conspicuously posted at the site. The notice shall include the amount of the penalty imposed and shall describe the violation with reasonable particularity in ordering the act(s) constituting the violation(s) to cease and desist or, in appropriate cases, requiring necessary corrective action to be taken within a specific and reasonable time. The notice may simultaneously accompany a notice of penalty.

2. Within 30 days after the notice is received, the person incurring the penalty may apply in writing to the building official for remission or mitigation of such penalty. Upon receipt of the application, said department may remit or mitigate the penalty upon whatever terms the department in its discretion deems proper. The final decision of the building official, fire code official or the director of planning and development services on mitigation or revision shall be reviewed by the county council, if the person being penalized files a written appeal therewith of said decision, within 10 days of its issuance. The
decision of the county council regarding the penalty imposed shall be final.

In addition to the civil penalties described above, the prosecuting attorney may in his discretion bring such injunctive, declaratory or other actions as deemed necessary to ensure that violations of this chapter are prevented or cease, and to otherwise enforce the provisions of this chapter. (Ord. 2004-064 § 2)
CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 7:15 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:16:57 PM)

Present: Barbara Brenner, Ken Mann, Sam Crawford, Bill Knutzen, Kathy Kershner and Carl Weimer.

Absent: Pete Kremen.

FLAG SALUTE

ANNOUNCEMENTS

(7:17:30 PM)

Kershner announced Consultant DLR Group to provide an update on jail planning (AB2013-042B) during the Special Committee of the Whole meeting.

Kershner announced the following items were discussed in executive session during the Committee of the Whole meeting:

1. Strategy planning discussion and positions to be taken regarding collective bargaining (AB2013-018)

2. Discussion with Chief Civil Deputy Prosecutor Daniel Gibson regarding pending litigation, Clark Pit (AB2013-018)

3. Discussion with Senior Deputy Prosecutor Royce Buckingham regarding potential litigation related to a deed of trust decision by a federal agency (AB2013-018)

4. Discussion with Senior Deputy Prosecutor Karen Frakes regarding pending litigation, Hirst et al v. Whatcom County, GMHB Case No. 12-2-0013 (AB2013-018)

Crawford moved that the Whatcom County Council direct the Whatcom County Planning Commission to hold a public hearing on water resources in the Rural Element,
specifically to protect water quality and water quantity, and to forward a recommendation to
the Whatcom County Council.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

MINUTES CONSENT

(7:19:45 PM)

Knutzen moved to approve Minutes Consent items one through three.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

1. SURFACE WATER WORK SESSION FOR OCTOBER 15, 2013

2. COMMITTEE OF THE WHOLE FOR OCTOBER 22, 2013

3. REGULAR COUNTY COUNCIL FOR OCTOBER 22, 2013

PUBLIC HEARINGS

1. RESOLUTION ADOPTING THE WHATCOM COUNTY 2014 ANNUAL ROAD
CONSTRUCTION PROGRAM (AB2013-344)  (7:20:01 PM)

Kershner opened the public hearing and the following person spoke:

Dymond Nicon stated he sent the Council an email regarding the pedestrian
promenade for Birch Bay and the Birch Bay berm. The berm design requires guardrails,
adding another 44 inches to the height of the berm. The handicap will be required to have
access to the berm via ramps. He’s not in favor of having a path on top of the berm for
safety reasons. Instead, relocate Birch Bay Drive inland behind the existing developments.
Convert the existing roadway to a pedestrian promenade. Six business along Birch Bay
Drive support his idea to relocate Birch Bay Drive. There is growing public support for this
idea, which would be a phased project.

Hearing no one else, Kershner closed the public hearing.

Brenner moved to approve the resolution. She asked if staff has seen Mr. Nicon’s
proposal.

Joe Rutan, Public Works Department, stated the Public Works Department is not
proposing the berm. They are implementing a proposal the community brought forward.
They will continue to work with the community. If the community doesn't want this, the County doesn't want to build it. The Department is simply trying to implement their subarea plan.

Brenner asked if Mr. Rutan will still be able to talk to Mr. Nicon if the Council approves this resolution. Rutan stated he can. He will bring the Council conceptual designs and contracts. He will put Mr. Middleton in touch with Mr. Nicon. Some work was done in the past on the concept of relocating Birch Bay Drive.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

OPEN SESSION

(7:27:08 PM)

The following people spoke:

- Kathryn Chambers spoke about the proposed new jail site.
- Penny Morgan submitted a letter (on file) and spoke about the vacancy and appointment process to Water District 13.
- Irene Morgan thanked the councilmembers for their work and spoke about renaming of the Re-Entry Coalition to the Restorative Community Coalition.
- Joy Gilfilen submitted a handout (on file) spoke about a no jail alternative.
- Lloyd Zimmerman spoke about the proposed new jail site.

Jack Louws, County Executive, stated there are covenants, conditions, and restrictions (CC&Rs) on the proposed new jail property. One requires a design review for the jail. They are in the process of getting a release on that requirement. He appreciates the citizens bringing that information forward and his staff for going through all the property restrictions in detail.

- Ray Baribeau spoke about the DLR consultant presentation on the proposed new jail.
- Joan Dow spoke about the proposed new jail site.
- Theresa Erickson spoke about the proposed new jail site.
- Robert French submitted a handout (on file) and spoke about the proposed new jail site.

CONSENT AGENDA

(7:53:25 PM)
Mann reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through seven and nine through 12, including substitute versions for Consent Agenda items nine and eleven. Consent Agenda item eight is held in committee.

Brenner withdrew items three, nine, and ten.

The motion to approve Consent Agenda items one, two, four through seven, 11, and 12 carried by the following vote:

Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

1. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND THE OPPORTUNITY COUNCIL FOR THE OPERATION OF THE HOUSING AND ESSENTIAL NEEDS PROGRAM IN THE AMOUNT OF $116,772, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $2,221,801 (AB2013-361)

2. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND HEALTHCARE MANAGEMENT ADMINISTRATORS, INC. FOR ADMINISTRATION AND CLAIMS PROCESSING FOR THE SELF-INSURED MEDICAL PROGRAM, IN THE AMOUNT OF $24.30 PER EMPLOYEE PER MONTH FOR 2014, $25.05 PER EMPLOYEE PER MONTH FOR 2015, AND $25.80 PER EMPLOYEE PER MONTH FOR 2016 (AB2013-362)

3. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND FOSTER PEPPER PLLC FOR THE WHATCOM COUNTY PURCHASE OF DEVELOPMENT RIGHTS CORE AGRICULTURAL STRATEGY PROJECT, IN THE AMOUNT OF $50,000 (AB2013-363)

Mann reported for the Finance and Administrative Services Committee and moved to approve the request.

Brenner stated too many properties around the edges of the core areas were scoring high. They really want to prioritize areas right in the middle of agricultural land. Focus on the core of agricultural land to get better purchases and not spend so much money on places that weren’t as high a priority. This is the type of project that should be done in-house. She can’t vote for it. The project has become too complicated.

Mann stated this is more complicated than Councilmember Brenner described. The County doesn’t have enough staff to do the work. The Planning Department work plan is already full. The councilmembers talk frequently about getting outside help. This is a reasonable time to do so.

Brenner stated they should send letters to people who live in the core agricultural areas to let them know the County is interested. This is a voluntary program. Don’t jump into something like this with an outside consultant from Seattle without at least sending a letter and working with people in the core area. She researched the reverse auction
program. It works great for things like imported flowers. The people deserve to work with County staff. There is no guarantee. Before doing this, the County should do some preliminary work on this. Staff should give her a good reason why they don't think they can do it. She doesn't believe their reason that they don't have the time. This is a high priority. Maybe they need to reevaluate their priorities in planning.

Kershner asked if the Council set aside money in the budget to hire a staff person for this program.

Mark Personius, Planning and Development Services Department, stated they did. The Council approved a supplemental budget request in April in the amount of $50,000 for this project. The specific outcome noted in that supplemental budget request was that if the consultants respond to the request for proposals (RFP) and a contract is agreed upon, a voluntary reverse auction strategy would be developed and ready to implement for land owners in the agricultural core areas. The failure of the current program is not getting purchases in the core area because they look at large parcels that are farmed actively. There is little difference in value between that land as farmland and as residential land, so farmers weren’t interested in selling those development rights. The purpose of this program is to focus on the smaller nonconforming lots. They don’t get a lot of points because they’re not large and may have poor soils, and the County doesn’t receive matching money for them. That’s the reason for this different approach to get those core target parcels.

Kershner asked if they hired staff to work on this.

Jack Louws, County Executive, stated the Council authorized $100,000 for staff help in the 2013 budget for staff help related to purchases of development rights (PDR). The administration has not filled that position on a full-time basis. The County didn’t receive federal money, so there wasn’t a lot for the program specialist to do. The administration decided to not fill that position on a full-time basis. They have worked with Planning Department Director Sam Ryan on that workload. The staff person working on the reverse auction would have to have technical knowledge to set up and work that program.

Kershner asked if this $50,000 comes from that full-time position allocation that is not being used. Personius stated it was in addition to the $50,000 for the consultant. They needed to do more outreach as a part of the reverse auction strategy, which is part of what that position would do. They’ve lost staff and hired new staff, they will wait and see how it works out before they commit to needed additional staff.

Knutzen stated they won’t get the results they want here. There has been agricultural land in those core areas that would go for some sort of purchase of development rights if they were paid what they wanted. The property owners think their land is worth more than what the County thinks the development rights are worth. The County would do better by using the $50,000 to help purchase some of those higher value properties than paying a consultant. They always find an excuse to pay a consultant to do this work. He will vote against the motion.

Weimer stated he is in favor of the motion. It’s something they’ve talked about as one more tool to help protect agricultural land and focus on the core areas on the smaller five-acre lots. It’s voluntary. The advisory committee has looked at this. The Council approved it in general. This is the actual contract for it. It’s coming out of the conservation
futures fund. The Council has talked often about the need to use more of the conservation futures fund to protect agricultural land. This is another good tool. At this point, County staff doesn't have the expertise or time to move forward. Delaying at this point will delay it for the foreseeable future.

Brenner stated staff is never going to have the expertise or time if the County doesn't hire them. They voted to hire that position. At the very least, the County can get started on this without the consultant. Get someone on board who is able to do this. Dedicated staff would have come up with this kind of plan and other things. The County wasn’t hiring the staff to just sit and wait for something to come in. Part of the reason for hiring a person was to come up with ideas.

The motion carried by the following vote:
Ayes: Mann, Crawford, Kershner and Weimer (4)
Nays: Knutzen and Brenner (2)
Absent: Kremen (1)

4. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THE WASHINGTON STATE MILITARY DEPARTMENT TO SUPPORT AND ENHANCE EMERGENCY MANAGEMENT PROGRAMS, IN THE AMOUNT OF $38,791 (AB2013-364)

5. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND WASHINGTON STATE DEPARTMENT OF ECOLOGY TO FUND ADMINISTRATIVE AND ACTION PROJECTS FOR THE WHATCOM COUNTY MARINE RESOURCES COMMITTEE, IN THE AMOUNT OF $68,259 (AB2013-365)

6. RESOLUTION ORDERING THE CANCELLATION OF ACCOUNTS RECEIVABLE MORE THAN A YEAR OLD (AB2013-366)

7. RESOLUTION APPROVING THE CORRECTION OF EQUIPMENT RENTAL AND REVOLVING FUND ACCOUNTING RECORDS (AB2013-367)

8. RESOLUTION REQUESTING AUTHORIZATION FOR THE ACQUISITION OF 1500 N. STATE STREET BUILDING AND PROPERTY (AB2013-368)

9. RESOLUTION AUTHORIZING THE TRANSFER OF THE CIVIC CENTER BUILDING FROM GENERAL GOVERNMENT OWNERSHIP TO THE WHATCOM COUNTY ROAD FUND (AB2013-369) (8:05:50 PM)

Mann reported for the Finance and Administrative Services Committee and moved to approve the substitute resolution.

Brenner asked how the substitute version is different.

Mann stated it’s not substantially different. They both had slight legal description changes.
Brenner stated she doesn't support the resolution because they keep throwing more money at that Civic Center building. The administration keeps asking for more structural repairs. It reminds her of what happened with this courthouse. It was made pretty on the outside, but there is a lot of rot and mold. The terrazzo has cracks. The copper dome was copper looking for a week. She's not convinced that they really have gotten a grip on that building. They are working from structural to façade. It seems like they've done it the other way around. Don’t throw more money into that building.

The motion carried by the following vote:

**Ayes:** Mann, Crawford, Knutzen, Kershner and Weimer (5)

**Nays:** Brenner (1)

**Absent:** Kremen (1)

10. RESOLUTION AUTHORIZING THE TRANSFER OF THE 316 LOTTIE STREET BUILDING FROM THE EQUIPMENT RENTAL AND REVOLVING FUND TO THE ADMINISTRATIVE SERVICES FUND (AB2013-370)

Mann reported for the Finance and Administrative Services Committee and moved to approve the resolution.

Brenner asked if this resolution moves road fund money.

Jack Louws, County Executive, stated it does not.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)

**Nays:** None (0)

**Absent:** Kremen (1)

11. RESOLUTION 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 (AB2013-371)

12. RESOLUTION ACCEPTING THE ADDITION OF A CAPITAL PROJECT INTO THE 2010 WHATCOM COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) (AB2013-372)

OTHER ITEMS

1. ORDINANCE AMENDING THE 2013 WHATCOM COUNTY BUDGET, THIRTEENTH REQUEST, IN THE AMOUNT OF $18,974,579 (AB2013-346)

Mann reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

Brenner stated she is against the proposal because some things are for the Civic Center building. She likes the idea of buying property around the Central shop from one
fund to the other so they can clean it up. There are things in this that are great. However, there are too many fund movements in one budget request. Just because the administration says it is legal doesn't feel right. She prefers budget amendments that are not as complex so they can deal with concerns.

Mann stated he agrees this is complex. Many of these transactions are linked. They are working to significantly reorganize real estate assets and office locations to free up money to make a land purchase. They all work together in an intricate package. He spent some time reviewing it, and he agrees with the strategy. It's a wise use of funds. He will support it. There is no question of whether or not it's legal. Staff isn't going to do anything illegal. He has complete faith it's legal. It's a smart use of funds and assets. He supports it.

**Brenner moved** to hold in Council to the next meeting. Because this isn't her area of expertise, and tried to contact certain people about this amendment. She hasn't yet heard back from them. She would like more time to talk councilmembers out of doing this enormous transaction.

The motion to hold in Council failed by the following vote:

- **Ayes:** Knutzen and Brenner (2)
- **Nays:** Mann, Crawford, Kershner and Weimer (4)
- **Absent:** Kremen (1)

Kershner stated she talked extensively about this to the Executive. She believes this is genius.

The motion to adopt the ordinance carried by the following vote:

- **Ayes:** Mann, Crawford, Knutzen, Kershner and Weimer (5)
- **Nays:** Brenner (1)
- **Absent:** Kremen (1)


**Mann** reported for the Finance and Administrative Services Committee and **moved** to adopt the ordinance.

Brenner stated this establishes a fund. It isn't to purchase the property.

Jack Louws, County Executive, stated the fund is already established. This is the second amendment that authorizes the money from the previous transaction and move approximately $6 million into the fund to buy the property, if the Council chooses. That decision will come to the Council on November 26 or December 10. This ordinance provides the funds for the purchase. The Council will soon vote separately on the purchase itself.

Brenner asked if they can keep the project fund if they don't purchase the property. Louws stated the money would be there. They may not want to keep $6 million in the fund, but they could move it out. They have to have the money in place in case the Council chooses to purchase the property.
Mann stated the Council may have a hearing on whether or not the County should purchase the land.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

3. ORDINANCE ESTABLISHING THE STATE STREET BUILDING ACQUISITION AND IMPROVEMENT FUND AND RELATED CAPITAL BUDGET APPROPRIATION (AB2013-348) (8:16:15 PM)

Mann reported for the Finance and Administrative Services Committee and moved to adopt the substitute ordinance.

Brenner asked if this item will move public works positions into the State Street office and discontinue use of the Northwest Annex.

Jack Louws, County Executive, stated this ordinance will move all the existing employees out of the Northwest Annex and into the State Street building. The Council and community will, at a later date, have an opportunity to design the ultimate fate of the Northwest Annex.

Brenner stated it’s an historic building. It’s poor condition is because the County has not wanted to maintain it in good condition. Over the years, the County has just made it worse. It’s an incredible building that deserves to be restored. There is plenty historic preservation money to do that. Moving everyone out will be the nail in the coffin of that building.

Louws stated this ordinance is just to establish the fund and put the money in place in the event the Council decides to purchase the State Street building.

The motion carried by the following vote:

Ayes: Mann, Crawford, Knutzen, Kershner and Weimer (5)
Nays: Brenner (1)
Absent: Kremen (1)

4. ORDINANCE ESTABLISHING A CAPITAL BUDGET APPROPRIATION FOR RENOVATION OF THE CIVIC CENTER BUILDING (AB2013-349) (8:19:34 PM)

Mann reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:

Ayes: Mann, Crawford, Kershner and Weimer (4)
Nays: Knutzen and Brenner (2)
Absent: Kremen (1)

*Mann* reported for the Finance and Administrative Services Committee and **moved** to approve the substitute resolution.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)

**Nays:** None (0)

**Absent:** Kremen (1)

6. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND LANDC, ETC., LLC FOR ON CALL HYDRAULIC MODELING ASSISTANCE FOR THE LOWER NOOKSACK RIVER, IN THE AMOUNT OF $50,000 (AB2013-358) (8:21:26 PM)**

(*Council acting as the Whatcom County Flood Control Zone District Board of Supervisors*)

*Mann* reported for the Finance and Administrative Services Committee and **moved** to approve the request.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)

**Nays:** None (0)

**Absent:** Kremen (1)

7. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND WATERSHED SCIENCE & ENGINEERING FOR ON CALL HYDRAULIC MODELING ASSISTANCE FOR THE LOWER NOOKSACK RIVER, IN THE AMOUNT OF $50,000 (AB2013-359) (8:22:13 PM)**

(*Council acting as the Whatcom County Flood Control Zone District Board of Supervisors*)

*Mann* reported for the Finance and Administrative Services Committee and **moved** to approve the request.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)

**Nays:** None (0)

**Absent:** Kremen (1)


(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Mann reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

9. CONSIDERATION OF A REQUEST FOR A ONE-YEAR EXTENSION OF A BINDING SITE PLAN PERMIT, SUBMITTED BY BELCHER/SWANSON ON BEHALF OF OXY CORPORATION FOR NORTHGATE INDUSTRIAL PARK NO. 2 (BSP2006-0001) (AB2013-351) (8:23:13 PM)

Knutzen reported for the Planning and Development Committee and stated this item was withdrawn from the agenda.

10. ORDINANCE ADOPTING COMPREHENSIVE PLAN AMENDMENTS RELATING TO CAPITAL FACILITY PLANNING FOR SPECIAL PURPOSE DISTRICTS (AB2013-345) (8:23:32 PM)

Knutzen reported for the Planning and Development Committee and moved to forward to concurrent review with replacement of Council packet page 302.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

11. JOINT RESOLUTION SUPPORTING WSAC FISCAL SUSTAINABILITY INITIATIVE (AB2013-352) (8:25:15 PM)

Weimer moved to approve the resolution.

Crawford stated this resolution is simply about asking the State to stop giving counties unfunded mandates and stop pulling funding from programs after a couple of years. For that reason, he will support the resolution. He hesitates because there is no initiative language. He asked if there is a specific initiative.

Kershner stated this came from Councilmember Kremen.

Mann stated Councilmember Kremen talked quite a bit today about the limitations on counties and their fundraising abilities, but not about the sustainability initiative specifically.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

Brenner moved to approve the schedule.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

13. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF RACHEL COX TO THE BEHAVIORAL HEALTH ADVISORY BOARD (AB2013-374) (8:27:50 PM)

Knutzen moved to confirm the appointment.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

14. RESOLUTION APPROVING THE SAMISH WATER DISTRICT COMPREHENSIVE SEWER PLAN UPDATE (AB2013-354) (8:28:19 PM)

Brenner moved to approve the resolution.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

INTRODUCTION ITEMS

(8:28:52 PM)

Kershner stated there are replacement pages for Introduction Items three and 11.

Brenner moved to accept the introduction items, including the replacements for items three and 11.

Mann moved to introduce and hold a public hearing on November 26 on the acquisition of the jail site.

Jack Louws, County Executive, stated moving County staff from the Northwest Annex into the State Street building in town may have an impact on people who work in the building and trade industries. It would be a good gesture to allow some public comment on the plan before purchasing that building.
Mann amended his motion and moved to introduce and hold a public hearing on November 26 on the acquisition of the jail site and to introduce and hold a public hearing on November 26 on the proposal to move Planning and Development Services staff to the State Street Building.

Crawford stated he is opposed. It’s not necessary.

Mann stated it may not be necessary, but it’s good practice on something like this.

Crawford asked the reason for having a public hearing.

Mann stated they don’t need to do it. They won’t necessarily get any new information. However, people in the neighborhood really care about this issue. One person asked for more time to collect her information to present to the Council. Siting of a new jail is a big deal. Setting up the fund and going forward with the purchase doesn’t obligate them to any particular kind of a jail. Having a dedicated hearing may get the issue into the newspaper so people will know rather than having it buried in a budget ordinance.

Crawford stated the information handed out referenced Johnson County justice services in Johnson County, Iowa, with a population of 130,000 and a jail with the capacity for 92. The Sheriff is beside himself. They have failed on two bond votes to get a new jail. The last bond issue was going to be for $40 million to build a jail with a capacity of 190 beds. In the meantime, they are spending millions of dollars putting the people they incarcerate into jails outside the county. Understand that this was not the sheet from the County saying this is how they handle criminal justice. The Sheriff and county leaders are advocating to build a jail that will handle just their current challenges. When he ran for election, he was confident Whatcom County would have a new jail built by the end of his term in 2007. Now ten years later, all they are doing is buying the piece of real estate they’ve been looking at for two years, and councilmembers want to have another public hearing on the purchase of that real estate when it was made imminently clear today that so many things about the design of this facility is completely up in the air. He doesn’t want to belittle or be opposed to public input, but he’s on public input overload when it comes to this simple real estate transaction. They have gone over this issue so many times. In the design phase, the Council will hear from the public and welcome their input. He’s not against public hearings. It’s not necessary in this case or for the State Street project.

Mann stated nothing he’s said is based on this handout that Councilmember Crawford referenced. Based on everything he knows of that site, he is in favor of the purchase. Two more weeks won’t make a huge difference. Siting a jail is very difficult. This process has benefitted from a lot of public input over the years, and more of late. They’ve made better decisions about where to put it and how big to make it. Don’t be in a position of having people again say the Council is doing this without telling them. Have a specific announcement and a public hearing.

Brenner stated she supports the motion because they can’t have too many public hearings.

The motion to introduce the two additional items failed by the following vote:

Ayes: Brenner, Mann and Weimer (3)
Nays: Crawford, Knutzen and Kershner (3)
Absent: Kremen (1)

The motion to introduce items one through 11, with substitute pages for items three and 11, carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

1. ORDINANCE AMENDING WHATCOM COUNTY CODE 6.04.150 IMPOUND, REDEMPTION AND DISPOSITION OF ANIMALS (AB2013-375)

2. ORDINANCE REGARDING INSTALLING STOP SIGNS ON VARIOUS ROADS WITHIN THE COUNTY (AB2013-376)

3. RESOLUTION ADOPTING THE 2014 BUDGET FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT (AB2013-377) (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS)

4. RESOLUTION AUTHORIZING THE LEVY OF TAXES FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT FOR 2014 (AB2013-378) (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS)

5. ORDINANCE AUTHORIZING THE LEVYING OF 2014 PROPERTY TAXES FOR COUNTY ROAD PURPOSES (AB2013-379)

6. ORDINANCE LIMITING THE 2014 GENERAL FUND PROPERTY TAX LEVY (AB2013-380)

7. ORDINANCE AUTHORIZING THE LEVY OF TAXES FOR COUNTY AND STATE PURPOSES IN WHATCOM COUNTY, WASHINGTON FOR THE YEAR OF 2014 (AB2013-381)

8. ADOPTION OF AN ORDINANCE AUTHORIZING THE LEVY OF TAXES FOR COUNTY CONSERVATION FUTURES PURPOSES FOR 2014 (AB2013-382)

9. ORDINANCE AMENDING THE WHATCOM COUNTY BUDGET, FOURTEENTH REQUEST, IN THE AMOUNT OF $420,866 (AB2013-383)

10. 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 (AB2013-384)

11. ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, SECOND REQUEST, IN THE AMOUNT OF $8,301,374 (AB2013-385)
OTHER BUSINESS

(8:40:43 PM)

FERNDALE URBAN GROWTH AREA – DEVELOPMENT STANDARDS BRIEFING (AB2013-373)

Brenner stated this language should be standard for all memoranda of understanding (MOU) with the cities. The County Council should vote on the MOU. The Council used to vote on all the MOUs. She asked to vote on the MOU with the City of Ferndale regarding Development Standards. She moved to support the language in the MOU.

Mann stated the MOU is on Council packet pages 260 through 264. It was item one on the Planning and Development Committee agenda.

Brenner stated the MOU has no force of law. It was developed in a cooperative way, and she likes the results. She hopes they can all be done this way.

Karen Frakes, Prosecutor’s Office, stated it’s not a resolution. They can ask for the Council’s support.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Knutzen, Kershner and Weimer (6)
Nays: None (0)
Absent: Kremen (1)

REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS

(8:43:44 PM)

Brenner reported she attended the Veterans Day ceremony at Mt Baker High School. More people attended this year than last year. She’s impressed with what Veterans do for the country, and she thanks them for their service. Each year, she reads a poem “In Flander’s Fields.” She described the poem and its history.

Crawford reported he was a member of the Canvassing Board and worked with the Auditor regarding the Everson ballot drop box issue. They didn’t find any evidence of tampering. The Canvassing Board directed Auditor Debbie Adelstein to investigate a more secure locking system for the drop boxes. It shouldn’t require a budget request, but may cost a small amount. The security and integrity of elections are of primary importance. Make sure the Auditor has the resources to make sure that happens.

He congratulated the councilmembers-elect and expressed his condolences to those who did not win the election. He looks forward to working with the new Council. He requests that they consider allowing the councilmembers-elect to have County email and receive all correspondence as soon as the election is certified. Also, invite the councilmembers-elect to sit in on executive sessions if they choose to.
Brenner stated she was really shocked at how the ballots displayed voter signatures on the outside of the ballot. It’s happening all over the state. Identity theft happens a lot, especially with the elderly who are more trusting. She talked to the Auditor about this. The Council should revisit the issue of allowing the secret label, which is more expensive. The County owes it to the public to keep signatures as part of the secret ballot.

ADJOURN

The meeting adjourned at 8:48 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**

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**TITLE OF DOCUMENT:**
Discussion regarding representation on WRIA 1 Planning Unit (Council as FCZDBOS)

**ATTACHMENTS:**

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

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
Discussion and recommendation by the Council acting as the Whatcom County Flood Control District Board of Supervisors regarding representation on the WRIA 1 Planning Unit.

**COMMITTEE ACTION:**
11/26/2013: Discussed

**COUNCIL ACTION:**
11/26/2013: Held to December 10, 2013

**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.
From: Dana Brown-Davis
Sent: Monday, December 02, 2013 3:36 PM
To: Chris Brueske; Daniel Gibson; Karen Frakes
Subject: WRJA Planning Unit Appointment

Hello, all:

I see that Jill sent you the minutes from last week's council meeting discussion related to the appointment of a member of the FCZDBoS to the WRJA 1 Planning Unit. The item was held to December 10 and I am wondering if anyone has had a chance to ponder the question of whether or not it's okay for us to do this?

Please advise.

Thank you.

Dana
MEMORANDUM

Date: March 25, 1999

To: Councils of the Initiating Governments
   Federal and State Agencies
   Other Local Governments
   Water Resource Interests
   General Public

From: WRIA 1 Initiating Governments Administrative Decision Makers
   Tom Anderson, PUD #1
   Mark Asmundson, City of Bellingham
   Merle Jefferson, Lummi Nation
   Bob Kelly, Nooksack Tribe
   Pete Kremen, Whatcom County

Subject: Watershed Management Project Structure and Function

Enclosed please find a copy of the document entitled, Watershed Management Project Structure and Function.

The Initiating Governments first described the structure and function of the Watershed Management Project in a draft document provided on December 29, 1998. In response to comments received about that initial document, the structure has been refined and additional information provided on the Public Involvement and Education plan and caucus formation and function. This report presents the refined structure and function of the Planning Unit and the other elements of the Watershed Management Project. This document consists of a seven page description and a diagram of the structure and function of the project; Addendum #1, WRIA 1 Watershed Management Project Public Involvement and Education; and Addendum #2, WRIA 1 Watershed Management Project Caucus Formation and Function.
WRIA 1 WATERSHED MANAGEMENT PROJECT

STRUCTURE AND FUNCTION

INTRODUCTION:

Within the next few months and years, decisions will be made and plans implemented regarding the water resources of the Nooksack River watershed and certain adjacent streams (Water Resource Inventory Area 1 or WRIA 1). These decisions and plans, along with the Growth Management Act and projects in response to the pending Endangered Species Act listing for Chinook salmon, will determine the landscape, the environmental health, and the economic future of Whatcom County and surrounding areas. Agencies of federal, tribal, and state governments are authorized to make these decisions, and many of these decisions are being formulated now.

The state legislature, with agreements from federal agencies, has provided an opportunity for watershed management decisions to be made locally. The local opportunity was provided by the Watershed Management Act (ESHB 2514, RCW 90.82) of April 1998. This law provides that if local representatives in WRIA 1 can work together; make scientifically sound assessments of the problems; collaborate to form a Planning Unit; forge agreements among the affected parties; adhere to federal, tribal, state, and local laws; and create a comprehensive watershed management plan and implementation strategy, then the state agencies will accept the locally determined decisions. Federal agencies participating or represented in the planning project may also accept the applicable obligations included in the plan.

The local Watershed Management Project began with a grant from the Department of Ecology in June 1998. In accordance with the intergovernmental Memorandum Of Agreement signed in October 1998, the first task of the Initiating Governments (described below) is to fully define the Planning Unit. An initial attempt to describe the structure and function of the Watershed Management Project was released on December 29, 1998. In response to comments received about the document, the structure has been refined and additional information provided on the Public Involvement and Education plan and caucus formation and function. A new schedule for formation of the Planning Unit is also being developed. This report presents the refined structure and function of the Planning Unit and the other elements of the Watershed Management Project. This document does not, however, change or waive any rights of the Initiating Governments under ESHB 2514.

If local elected and appointed decision-makers can succeed at working together, they will determine how water resources in WRIA 1 are managed. If local decision-makers cannot cooperate and plan together, the state, tribal, and federal governments will make the necessary water resource management decisions. The stakes are enormous. Everyone's pocketbook and quality of life will be affected. The decisions will affect water quality,
salmon habitat, jobs, farms, cities, and households. Here is a partial list of questions to be addressed:

- Will there be reliable supplies of safe drinking water in Whatcom County?
- What actions are necessary to achieve water quality standards throughout WRIA 1?
- What new rules will apply to the operation of dairies, other farms, industry, municipal waste treatment systems, and septic systems?
- What storm water management systems will be needed and how will they be built?
- Will water be available for future growth of agriculture, industry, small cities, housing, and water districts?
- Will we build reservoirs and water storage facilities?
- Will there be enough water for our existing farms?
- How much water is needed for fish and other instream resources?
- How much funding will be needed to pay for new systems and how will it be raised?
- If local Watershed Management Act planning does not succeed, how much money will be consumed by legal battles?

The Initiating Governments are committed to addressing these and other long-standing water resource management issues. These governments have assembled a capable Staff Team that is action oriented and has learned the lessons of past water resource planning efforts. The Watershed Management Act may provide the last opportunity for local decision-makers to plan and implement necessary water resource solutions. Now is the time to trust, cooperate, and work together.

THE WATERSHED MANAGEMENT ACT PLANNING PROCESS:

The attached diagram labeled “WRIA 1 Watershed Management Project” shows how the planning process will proceed. This structure and process was negotiated and defined with public comments and over the course of several meetings by the Initiating Governments, (i.e., the City of Bellingham, the Lummi Nation, the Nooksack Tribe, Whatcom County, and PUD No. 1 of Whatcom County). The Initiating Governments designed this process to achieve several important agreed-upon goals:

- The working process will be practical, orderly, and action oriented.
- The tribal principle of negotiating government-to-government must be honored and preserved.
- The interests of all affected governments (local, state, federal, and tribal) will be considered.
- Other water resource interests will be represented.
- The number of people at the table will be limited to a manageable size.
- Representatives on the Planning Unit must be working members, responsible for the needs of those they represent and for the tasks and work of the Planning Unit.
- Extensive public involvement will be encouraged, with ample opportunity for education, input, and obtaining information about the process.
In designing this planning process, the Initiating Governments were guided by the Watershed Management Act, instructional seminars and written guides to implementing the law, by public comments, and by the Memorandum Of Agreement between the City of Bellingham, the Lummi Nation, Whatcom County, and PUD No.1. They were also guided by the practical experience of those who have been involved in previous watershed planning efforts in Whatcom County. As the planning process proceeds, this previous experience will help the participants avoid the problems and capitalize on the strengths of past efforts.

The Indian tribes in WRIA 1, the Lummi Nation and the Nooksack Tribe, have taken a leadership role in this project, with a commitment to cooperation and collaboration. This tribal dedication and professionalism increases the probability of the project’s success, and separates this effort from previous watershed planning efforts. The tribes have treaty rights that cannot be affected by state law. Their active participation in a watershed process created by state law is voluntary and demonstrates a good faith desire to cooperate with other governments.

COMPONENTS OF THE PLANNING PROCESS:

The attached diagram of WRIA No.1 Watershed Planning defines and describes the components and functions of the planning project. The arrows between the components in the diagram mostly represent the flow of information, communication, and feedback, and should not be confused with organizational charts that depict lines of authority and reporting responsibility. This process must be a collaborative effort, characterized by cooperation, trust, and mutual support if it is to succeed.

In the large box in the middle of the diagram are the Administrative Decision-Makers and the Staff Team of the Initiating Governments. This represents a part of the government-to-government structure required by the Lummi Nation and the Nooksack Tribe. This group will design, coordinate, and support the planning process. The Staff Team will coordinate the day-to-day functioning of the planning process and assist in formulating and carrying out the designs and decisions of the Administrative Decision-Makers. Together the Administrative Decision-Makers and the Staff Team will determine the overall structure of the planning project, determine the scope of work, organize and coordinate the Technical Teams, design and implement Public Involvement and Education (PIE), select and provide support staff, administer budgets and contracts, facilitate the Planning Unit, and communicate with the councils of the Initiating Governments.

The large box at the bottom represents the Planning Unit. This body will facilitate the contribution of knowledge, technical expertise, funding, equipment, and other resources, and thereby contribute to the technical assessments and tasks necessary for knowledge-based decision making. In addition to assisting with the work of the project, representatives on the Planning Unit will be responsible for expressing the interests of their constituents. The Planning Unit will endorse the water resources plan before it is brought to the Administrative Decision-Makers of the Initiating Governments.
Participants on the Planning Unit will be the staff representatives for the General Purpose Governments, and representatives of Water Resource Interest caucuses, which are explained more fully below.

Whatcom County is the Lead Agency for the Watershed Management Project. The role of the Lead Agency in this effort is administrative. The agency is to coordinate and facilitate the watershed planning process. The Lead Agency will provide staff and receive and disburse funds for the execution of grants, contracts, and services as determined by consensus of the Initiating Governments. Whatcom County, as the general purpose government with county-wide taxing authority, is the rational source to fund the local portion of the Watershed Management Project.

The Councils of the Initiating Governments are the elected policy makers who have the final approval authority for the watershed plan. These councils will also provide policy direction and feedback to both the Administrative Decision-Makers and the Staff Team.

**STRUCTURE OF THE PLANNING UNIT:**

The Planning Unit is comprised of representatives for General Purpose Governments and representatives for Water Resource Interests. Technically qualified professional staff will be appointed to represent the Initiating Governments on the Planning Unit. The other three general purpose governments (state agencies, federal agencies, and small cities) will each select a representative to participate. Water Resource Interests (including some special purpose governments) will each form a caucus group and select a representative. To ensure that a manageable size is maintained, only one representative from each caucus will participate in the Planning Unit meetings.

Meetings of the Planning Unit will be run efficiently in accordance with an agenda of issues distributed well in advance. Planning Unit meetings will be open to the public for observation, but will not be conducted as open public forums. There will be regularly scheduled opportunities in other contexts for general public comment and input.

**Caucuses: Water Resource Interests.**

Water Resource Interests, including Fishers, Agriculture, Forestry, Environmental, Land Development, Non-municipal Water Systems, Water Districts, Diking/Drainage Districts, and Exempt Well Owners will each have an opportunity to form a caucus and select a representative. The Port Authority will also be invited to select a representative for the Planning Unit.

It is anticipated that some of these caucuses may contain organizations and individuals with somewhat divergent views. In those instances where the caucus cannot come to speak with one mind on a given issue, it will be the responsibility of the caucus representative to present all of the divergent viewpoints fairly. Caucuses will need to organize themselves, direct their activities, and create means for communicating among
the members and their designated representative. Each member organization in the caucus must be fairly informed, heard, and represented.

Participation in a caucus provides an opportunity to assist the planning process and to express a viewpoint regarding issues. Some water resource organizations or individuals may participate in activities or businesses that overlap the interests of more than one caucus. In those instances, the people must choose to participate in one caucus that most closely represents their activities. Attempting to be represented by more than one caucus is not in keeping with the spirit and intent of the caucus system, and could lead to unfair abuse or manipulation of the process. The goal is to allow full representation of all viewpoints. If it becomes necessary, the Administrative Decision-Makers and/or the Planning Unit can be asked to resolve disputes arising from caucus representation issues.

The formation and functioning of the caucuses will likely be a challenging process. Organizations and people who want to participate in the planning process will have to commit time and resources to the effort and come together with others of similar interests in a spirit of collaboration, fairness, and mutual support. Because the planning effort is a multi-year process, the caucuses must be defined and structured so as to withstand the rigors of long association and potentially contentious events. Representatives must be chosen carefully as these people will be expected to devote considerable time to the service of all of their members.

The Initiating Governments intend to provide some support to the caucus organizations and to facilitate the formation of the caucuses. It would not be appropriate, however, for the Initiating Governments to assume responsibility for the formation and functioning of the caucus organizations. Each caucus is the responsibility of its members. Two addenda are provided with this document. Addendum 1, Public Involvement and Education, and Addendum 2, Caucus Formation and Function, describe some of the ways that the Initiating Governments will assist in the caucus and public involvement process. Additional methods and resources for assistance may emerge as the Planning Unit and the Caucuses begin to function and further define their needs and responsibilities.

**TECHNICAL TEAMS:**

Much of the initial planning effort will consist of conducting technical studies designed to answer specific questions. The Staff Team will work with the Technical Teams to address questions related to water quantity, water quality, habitat, and instream flows. The Technical Teams, which may include consultants or researchers provided by federal or state agencies, will develop the technical assessments necessary for knowledge-based decision making. The Technical Teams will distribute updates and reports to the Planning Unit, and will at times conduct or assist in educational programs for the public and interested groups.
PUBLIC INVOLVEMENT AND EDUCATION:

It is essential that the general public have both easy access to information about water resource management decisions and multiple opportunities to participate in the project. The public needs to know the benefits that will be received from the expenditures for the project. Many interested citizens would also like to contribute to the process or to provide helpful and constructive comment and input. Finally, the public needs to be able to monitor the project and be satisfied that their diverse needs are being considered.

To ensure broad public participation, a Public Involvement and Education (P.I.E.) team will be formed. This team will use a variety of methods, including public meetings and communication tools such as a telephone hotline and an Internet web page, to facilitate and encourage public awareness, participation, and input. Addendum 1, *Public Involvement and Education*, describes the specific programs that are currently anticipated. A Public Involvement and Education Coordinator will be hired by the Initiating Governments to serve this need, and additional programs for public input may grow from experience in this area.

INITIAL TASKS OF THE PLANNING UNIT:

The Planning Unit will initially need to decide some of its own operating procedures and protocols. The functional tasks of the Planning Unit for approximately the first two years will primarily concern the data collection and analysis for the assessment phase of the project. Water allocation and supply issues are of paramount importance in this project, but before any knowledge-based decisions or negotiations can occur, we must have accurate estimates of the amount of water available, the amount of water currently allocated, and the amount of water being used. This analysis will include determining how much water is consumed for beneficial uses compared with the quantity permitted for such uses. The Planning Unit will not immediately begin a process of negotiating future allocations.

FURTHER INFORMATION:

The Watershed Management Project will soon provide a telephone hot line and an Internet web page. For now, please address any questions or comments, as well as information about the caucuses, to:

Barry Hill  
WRIA No.1 Watershed Planning  
2221 Pacific St.  
Bellingham, WA 98226

email: bhill@cob.org  
Phone: (360) 676-6850 x301  
Fax: (360) 676-7799

Two addenda are attached:  
Addendum 1, *Public Involvement and Education*  
Addendum 2, *Caucus Formation and Function*
WRIA 1 Watershed Management Project

2221 Pacific Street  Bellingham WA 98226

(360) 676-6850  (360) 676-7799 Fax

ORGANIZATION

TRIBAL, FEDERAL, STATE, LOCAL

RESPECTIVE COUNCILS OF THE INITIATING GOVERNMENTS

Policy Makers

WHATCOM COUNTY  LUMMI NATION
PUD No. 1  CITY OF BELLINGHAM
NOOKSACK TRIBE

PUBLIC FORUMS

PUBLIC FORUMS

TECHNICAL TEAMS

- QUANTITY
- QUALITY
- HABITAT
- INSTREAM FLOW

INITIATING GOVERNMENTS

Administrative Decision Makers (ADM)

WHATCOM COUNTY  LUMMI NATION
CITY OF BELLINGHAM  CITY OF BELLINGHAM
PUD No. 1  PUD No. 1
NOOKSACK TRIBE  NOOKSACK TRIBE

Staff Team (ST)

SUE BLAKE  LEROY DEARDORFF
MARK ASMUNDSON  KEN THOMAS
PETE KREMEN  TOM ANDERSON
MERLE JEFFERSON

*Lead Agency

Watershed Planning Unit

GENERAL PURPOSE GOVERNMENTS

WHATCOM COUNTY
LUMMI NATION
CITY OF BELLINGHAM
PUD No. 1
NOOKSACK TRIBE
SMALL CITIES
STATE
FEDERAL

WATER RESOURCE INTERESTS

FISHERS
AGRICULTURE
FORESTRY
ENVIRONMENTAL
LAND DEVELOPMENT
NON-MUNICIPAL WATER SYSTEMS
WATER DISTRICTS
DIKING/DRAINAGE DISTRICTS
PORT AUTHORITY
PRIVATE WELL OWNERS

FUNCTION

Plan Implementation

Respective Councils
Final Plan Approval
Hold Appropriate Public Forums
Feedback to Administrative
Decision Makers and Staff Team
Policy Direction

Initiating Governments

ADM & ST
Recommend Plan Approval
Determine Scope of Work
Design Planning Unit
Design Technical Teams
Design Public Process
Update I.G. Councils
Select/Provide Staff
Budget Administration
Administer Contracts
Coordinate Planning Unit

*Lead Agency
Receive and disburse funds for the execution of grants, contracts and services. Provide staff as determined by consensus of the I.G. to coordinate and facilitate watershed planning process.

Watershed Planning Unit
Facilitate the contribution of knowledge, interests, technical expertise, funding, equipment, and other resources towards the development and production of the Watershed Plan.

Caucus Structure:
One representative from each of the 18 Caucus groups.
Consensus decision making by General Purpose Governments.
Majority decision making by Water Resource Interests.
Recommend Plan Approval to the Initiating Governments.

Initiating Governments
Lummi Nation  Public Utility District No. 1  Whatcom County  City of Bellingham  Nooksack Tribe
WRIA 1 Watershed Management Project

Public Involvement and Education

Introduction:

It is essential that the general public in Whatcom County are given adequate access to information regarding the Watershed Management Project, and have multiple opportunities to participate in the process. Information will be distributed using a number of methods including public meetings, a telephone hot line, and the Internet. At a minimum the general public will have the following opportunities to participate in the Watershed management Project:

- Caucuses on the Planning Unit
- Watershed management forums
- Public meetings
- Public hearings

To achieve the desired goal of an informed and involved public, a Public Involvement & Education Team (P.I.E.) is being formed by the Initiating Governments. The P.I.E. Team will be responsible for coordinating communications, managing the flow of information, and developing a strategic program of raising public awareness and obtaining public input and participation. The goal of the P.I.E. team is to encourage and facilitate the exchange of information between the:

- Public and the Planning Unit
- Public and the Caucuses
- Public and the Technical Teams
- Public and the Initiating Governments
- Technical teams and the Planning Unit

The education component of the P.I.E. program will complement the public involvement component. The P.I.E. education efforts will be focused mainly on the WRIA 1 Watershed Management Project, but will assist in the salmon habitat restoration activities underway in response to ESHB2496, and will also cooperate with other community organizations who are conducting education programs on related issues. For example, it is anticipated that the P.I.E. Team will work cooperatively with organizations such as: Whatcom County Cooperative Extension, Nooksack Salmon Enhancement Association (NSEA), Whatcom Watersheds Information Network (WWIN), City of Bellingham Public Works and Parks Departments, RE Sources, Washington State Department of Ecology, Northwest Ecosystem Alliance, North Cascades Audubon, Conservation District.

The purpose of this document is to further describe the Public Involvement and Education effort that will be undertaken as part of the WRIA 1 Watershed Management Project.
Public Involvement and Education Coordinator

The P.I.E. program will be led by a Public Involvement and Education Coordinator who will be selected and hired by the Initiating Governments. This person will encourage input and facilitate participation by the public. The P.I.E. Coordinator will:

- Further develop and implement a P.I.E. program under the Watershed Management Project
- Act as the liaison between the members of the Planning Unit as well as between the Planning Unit and the general public
- Serve as lead and oversee the staff of the P.I.E. Team
- Prepare and monitor the P.I.E. budget
- Prepare and/or direct preparation of P.I.E. contracts and grant applications
- Manage P.I.E. contracts and grants

Information and Communications

The P.I.E. Team will utilize a wide variety of media to disseminate information and ensure the flow of communications between all parties involved in the Project. Media may include:

- An Internet web site and e-mail
- Telephone
- Newspapers
- Brochures
- Direct Mail
- Newsletters
- Radio
- Television

For efficiency, to reduce costs, and to conserve natural resources, the P.I.E. Team plans to use a telephone hot line and an Internet web site as the two primary communication tools.

The Hot line

The P.I.E. Team will establish a countywide, toll-free telephone hotline that people can call for general information, the latest news, notices of meetings, and contact information. The telephone number for the hotline will be widely publicized and the information available through the hot line kept up-to-date by the P.I.E. Team.

The Website

The Internet is an invaluable tool for communicating, distributing information, and gathering public input. While not every citizen in Whatcom County owns a personal computer and has
Addendum #1 to Watershed Management Project Structure and Function

Internet access from their home, almost everybody knows someone who does and everyone can access the Internet free of charge at the Public Library. A website will give the P.I.E. Team the ability to disseminate information quickly, obtain public input, and encourage public involvement.

The Watershed Management Project web site will be made user-friendly by incorporating many of the features common to other web sites. There will be a standard “Home Page” which is the hub of the site and the first page reached when people visit. This page will have a logo, slogan, and a brief description of the Watershed Management Project. The remainder of the Home Page will consist of links people will be able to follow in order to find the information they seek. Probable links would include:

- Planning Unit page
- Page for each caucus
- News
- Calendar of events
- Documents
- Links
- Searchable resource center
- Technical teams

Additionally, the web site may include features such as: surveys or polls; a feedback form which can be filled out and submitted online; e-mail discussion lists and a directory of contact names, addresses, telephone numbers, and e-mail addresses.

The Watershed Management Conference

To formally launch the P.I.E. effort and provide an organizing opportunity to caucuses, the P.I.E. Coordinator and P.I.E. staff will organize and facilitate a “Watershed Management Conference” to be held on May 5, 1999. Widespread publicity for and about the event will be arranged to enable interested citizens to become involved with a caucus. The conference will provide the time and focus for each caucus to identify priority issues of members, select representatives to the Planning Unit, and assess organizational needs.

The Watershed Management Conference will be a 4-hour long event. The conference will start with an overview of the WRIA 1 Watershed Management Project, the role of the caucuses, and an introduction to the P.I.E. program. There will be a visual presentation of the WRIA 1 Watershed Management Project web site as well as a general description of the other avenues the public will have for obtaining information and communicating with the Project (e.g., the telephone hot line).

The remainder of the conference will consist of facilitated break-out groups for each caucus and one group for individuals who do not feel they can be represented by a caucus. After the break-
Addendum #1 to Watershed Management Project Structure and Function

out groups meet, there will be reports from each group and an opportunity for general public comments and questions.

This event will also introduce the Watershed Management Forums, a series of regularly scheduled public meetings for people who want to be informed and heard throughout the planning process.

The Watershed Management Forum

The P.I.E. Team of the Initiating Governments will sponsor Watershed Management Forums. These Forums are to provide a mechanism for participation and input by people or organizations who may not feel that they can be represented by one of the caucuses. Many of these forums will be informational and of broad interest.

The Watershed Management Forums will be open public meetings facilitated by the P.I.E. Coordinator. The Forums could act as a mechanism for the public to hear about and comment on the work of the caucuses, and will provide time for input and discussion as well as time for presenting information. The two-hour Forums will be regularly scheduled at a central county location. Members of the Initiating Governments Staff Team and Technical Teams may attend these meetings. The discussion topics will be publicized at least one week prior to the meeting on the Watershed Management Project web site, on the telephone hotline, in local papers, on local radio bulletin boards, and through other means as necessary.

The meetings of the Forum will revolve around the Planning Unit meetings and will be called: Pre-Planning Unit Meeting Forum, Post-Planning Unit Meeting Forum, and General Forum. A sample schedule may look like this if the Planning Unit meetings were held quarterly:

Pre-Planning Unit Meeting Forum       7/15/99  
Planning Unit Meeting                 7/30/99  
Post-Planning Unit Meeting Forum      8/15/99  
General Forum                         9/15/99  
Pre-Planning Unit Meeting Forum       10/15/99 
Planning Unit Meeting                 10/30/99 
And so on....
WRIA 1 Watershed Management Project

Caucus Formation and Function

INTRODUCTION:

The representation and participation of water resource interests on the Planning Unit for the Watershed Management Project will be accomplished through a caucus system. Ten water resource interests and special purpose governments (including Fishers, Agriculture, Forestry, Environmental, Land Development, Non-municipal Water Systems, Water Districts, Diking/Drainage Districts, the Port Authority, and Private Well Owners) each have the opportunity to form independent caucuses and select a representative for the Planning Unit.

These caucuses are independent organizations; the formation and functioning of the caucuses is the responsibility of its members. The Initiating Governments are not going to assume responsibility for the caucus organizations. However, the Initiating Governments intend to facilitate the formation of the caucuses and to provide some support to the caucus organizations.

The purpose of this document is to provide some guidelines for participation on the Planning Unit and to assist the caucus process in achieving the goal of full and fair representation of all viewpoints. Some specific programs for supporting the caucuses are described in Addendum I - Public Involvement and Education. Other support mechanisms will be adopted as the needs of the Planning Unit and the caucuses become more clear.

REQUIREMENTS FOR CAUCUS PARTICIPATION:

Prior to the first meeting of the Planning Unit, the officially designated Planning Unit Representative from each caucus should submit the following information to the Initiating Governments:

1. A list of organizations and/or individuals that were invited, notified, or have requested inclusion in the caucus.

2. A list of individuals and the organizations currently represented by caucus membership.

3. An explanation of how the Planning Unit caucus representative was selected by the caucus membership, and the term of the Planning Unit caucus representative.

4. A summary of caucus formation meetings, correspondence, and other membership outreach activities that have occurred prior to the first Planning Unit Meeting.
Addendum 2  Caucus Formation and Function

5. Caucus operating procedures describing the authority of the Planning Unit Representative and of any other officials of the caucus (such as chair, treasurer, recorder, etc); meeting frequency; means of communication; basis for decision making; etc.

6. A written request of resources needed to facilitate caucus formation, operation, and participation on the Planning Unit. Although financial resources for the entire project are inadequate and must be prioritized, there are creative ways that we can be mutually supporting or share resources to meet needs.

The Initiating Governments may request additional information or actions to be taken by a caucus before issuing a letter authorizing participation of the representative on the Planning Unit.

ROLES AND RESPONSIBILITIES FOR CAUCUS REPRESENTATIVES:

Caucuses should ensure that their representative has the ability to:

1. Speak for the interests of the caucus, both majority and minority viewpoints;
2. Maintain a broad and flexible perspective; and
3. Communicate with people of different viewpoints.

Caucuses should ensure that their representative has the willingness to:

1. Devote the time necessary to keep their caucus informed;
2. Participate in the regular planning unit meetings;
3. Devote the time necessary to review relevant data;
4. Participate with respect, good faith, and candor;
5. Search for opportunities for consensus solutions; and
6. Focus on the resolution of substantive issues.
Addendum 2  Caucus Formation and Function

SUGGESTIONS FOR CAUCUS OPERATING PROCEDURES:

As potential caucus members come together to define their organization and operating procedures, and begin to function in the Watershed Management Project process, they may want to consider some of the following components. The Initiating Governments offer these suggestions as a simple starting point, with the intention of being helpful, not directive.

Name of the Caucus

Mission Statement/Goals

Develop a mutually accepted statement of the values and goals that the caucus will pursue in the project.

Examples:
1. To help foster, develop, and coordinate a basin-wide approach to water resource planning and management in Whatcom County.
2. To assist the advancement of interests and the common good of all who have an interest in the present and future welfare of Whatcom County watersheds.
3. Provide perspective and direction in the development of implementation strategies for the non-point pollution source portions of the Watershed Plan.

Role of the Caucus

What roles will the caucus play in the Watershed Management Project? How will the caucus accomplish the goals of the mission statement?

Examples:
1. Represent caucus interests in a fair and equitable manner.
2. Provide expertise and original data to the water quality Technical Team regarding non-point pollution sources affecting our interest.
3. To correct common misconceptions about the impact of our interest on non-point pollution.
4. Inform, educate, and involve caucus members in watershed issues affecting our industry.

Membership

Examples:
1. Membership is open to organizations or individuals that derive at least a 10% portion of their livelihood from businesses in our interest.
2. Membership is open to organizations or individuals who, in addition to the above, are also not participants in another caucus.
3. A membership list will be maintained.
Addendum 2  Caucus Formation and Function

4. The caucus will communicate with members by a telephone hot line, a dedicated caucus page on the Watershed Management Project Internet web site, and by FAX.

Meetings

Examples:
1. Meetings will be held (bi-monthly, monthly, weekly, as needed).
2. Adequate notice will be given on meeting time, location, etc.
3. Meetings will have an agenda prepared in advance.
4. Meetings will be open to the public.
5. Meeting summaries will be recorded.
6. Meeting will be facilitated.

Caucus Representatives

Examples:
1. Planning Unit Representative: See above description. May also serve as Chair and/or Facilitator.
2. Planning Unit Alternate: Same as Representative. May also serve as chair and/or facilitator.
3. Chair: Run Caucus meetings
4. Recorder: Record meeting, prepare meeting summary and agendas
5. Facilitator: Run Caucus meetings

Decision-Making

Examples:
1. Quorum: A quorum of ___% is needed for decision making
2. Decisions may be made without formal meetings if all organizations respond to a circulated document
3. Consensus: Work to find/communicate common interests. Inclusive, open, fair, and collaborative process
   - No negative votes, with abstentions allowed
   - Unanimous agreement
4. Majority: with minority reports
5. Voting/Non-Voting participants
RCW 90.82.060
Initiation of watershed planning — Scope of planning — Technical assistance from state agencies. (Effective until June 30, 2019.)

(1) Planning conducted under this chapter must provide for a process to allow the local citizens within a WRIA or multi-WRIA area to join together in an effort to: (a) Assess the status of the water resources of their WRIA or multi-WRIA area; and (b) determine how best to manage the water resources of the WRIA or multi-WRIA area to balance the competing resource demands for that area within the parameters under RCW 90.82.120.

(2)(a) Watershed planning under this chapter may be initiated for a WRIA only with the concurrence of: (i) All counties within the WRIA; (ii) the largest city or town within the WRIA unless the WRIA does not contain a city or town; and (iii) the water supply utility obtaining the largest quantity of water from the WRIA or, for a WRIA with lands within the Columbia Basin project, the water supply utility obtaining from the Columbia Basin project the largest quantity of water for the WRIA. To apply for a grant for organizing the planning unit as provided for under RCW 90.82.040(2)(a), these entities shall designate the entity that will serve as the lead agency for the planning effort and indicate how the planning unit will be staffed.

(b) For purposes of this chapter, WRIA 40 shall be divided such that the portion of the WRIA located entirely within the Stelmi and Squilchuck subbasins shall be considered WRIA 40a and the remaining portion shall be considered WRIA 40b. Planning may be conducted separately for WRIA 40a and 40b. WRIA 40a shall be eligible for one-fourth of the funding available for a single WRIA, and WRIA 40b shall be eligible for three-fourths of the funding available for a single WRIA.

(c) For purposes of this chapter, WRIA 29 shall be divided such that the portion of the WRIA located entirely within the White Salmon subbasin and the subbasins east thereof shall be considered WRIA 29b and the remaining portion shall be considered WRIA 29a. Planning may be conducted separately for WRIA 29a and 29b. WRIA 29a shall be eligible for one-half of the funding available for a single WRIA and WRIA 29b shall be eligible for one-half of the funding available for a single WRIA.

(d) For purposes of this chapter, WRIA 14 shall be divided such that the portion of the WRIA where surface waters drain into Hood Canal shall be considered WRIA 14b, and the remaining portion shall be considered WRIA 14a. Planning for WRIA 14b under this chapter shall be conducted by the WRIA 16 planning unit. WRIA 14b shall be eligible for one-half of the funding available for a single WRIA, and WRIA 14a shall be eligible for one-half of the funding available for a single WRIA.

(3) Watershed planning under this chapter may be initiated for a multi-WRIA area only with the concurrence of: (a) All counties within the multi-WRIA area; (b) the largest city or town in each WRIA unless the WRIA does not contain a city or town; and (c) the water supply utility obtaining the largest quantity of water in each WRIA.

(4) If entities in subsection (2) or (3) of this section decide jointly and unanimously to proceed, they shall invite all tribes with reservation lands within the management area.

(5) The entities in subsection (2) or (3) of this section, including the tribes if they affirmatively accept the invitation, constitute the initiating governments for the purposes of this section.

(6) The organizing grant shall be used to organize the planning unit and to determine the scope of the planning to be conducted. In determining the scope of the planning activities, consideration shall be given to all existing plans and related planning activities. The scope of planning must include water
quantity elements as provided in RCW 90.82.070, and may include water quality elements as contained in RCW 90.82.090, habitat elements as contained in RCW 90.82.100, and instream flow elements as contained in RCW 90.82.080. The initiating governments shall work with state government, other local governments within the management area, and affected tribal governments, in developing a planning process. The initiating governments may hold public meetings as deemed necessary to develop a proposed scope of work and a proposed composition of the planning unit. In developing a proposed composition of the planning unit, the initiating governments shall provide for representation of a wide range of water resource interests.

(7) Each state agency with regulatory or other interests in the WRIA or multi-WRIA area to be planned shall assist the local citizens in the planning effort to the greatest extent practicable, recognizing any fiscal limitations. In providing such technical assistance and to facilitate representation on the planning unit, state agencies may organize and agree upon their representation on the planning unit. Such technical assistance must only be at the request of and to the extent desired by the planning unit conducting such planning. The number of state agency representatives on the planning unit shall be determined by the initiating governments in consultation with the governor's office.

(8) As used in this section, "lead agency" means the entity that coordinates staff support of its own or of other local governments and receives grants for developing a watershed plan.

(9) A planning unit is dissolved when the department approves a water management board, as authorized in RCW 90.92.030, and all assets, funds, files, planning documents, pending plans and grant applications, and other current activities of the planning unit are transferred to the approved water management board. The approved water management board must assume the duties, responsibilities, and activities of the planning unit and the initiating governments, as required in this chapter.

[2009 c 183 § 18; 2008 c 210 § 1; 2007 c 245 § 1; 2003 c 328 § 1; 2001 c 229 § 1; 1998 c 247 § 2.]

Notes:
Expiration date -- 2009 c 183: See note following RCW 90.92.010.

**RCW 90.82.060**
Initiation of watershed planning — Scope of planning — Technical assistance from state agencies. *(Effective June 30, 2019.)*

(1) Planning conducted under this chapter must provide for a process to allow the local citizens within a WRIA or multi-WRIA area to join together in an effort to: (a) Assess the status of the water resources of their WRIA or multi-WRIA area; and (b) determine how best to manage the water resources of the WRIA or multi-WRIA area to balance the competing resource demands for that area within the parameters under RCW 90.82.120.

(2)(a) Watershed planning under this chapter may be initiated for a WRIA only with the concurrence of: (i) All counties within the WRIA; (ii) the largest city or town within the WRIA unless the WRIA does not contain a city or town; and (iii) the water supply utility obtaining the largest quantity of water from the WRIA or, for a WRIA with lands within the Columbia Basin project, the water supply utility obtaining from the Columbia Basin project the largest quantity of water for the WRIA. To apply for a grant for organizing the planning unit as provided for under RCW 90.82.040(2)(a), these entities shall designate the entity that will serve as the lead agency for the planning effort and indicate how the planning unit will be staffed.

(b) For purposes of this chapter, WRIA 40 shall be divided such that the portion of the WRIA located entirely within the Stemilt and Squilchuck subbasins shall be considered WRIA 40a and the remaining...
portion shall be considered WRIA 40b. Planning may be conducted separately for WRIA 40a and 40b. WRIA 40a shall be eligible for one-fourth of the funding available for a single WRIA, and WRIA 40b shall be eligible for three-fourths of the funding available for a single WRIA.

(c) For purposes of this chapter, WRIA 29 shall be divided such that the portion of the WRIA located entirely within the White Salmon subbasin and the subbasins east thereof shall be considered WRIA 29b and the remaining portion shall be considered WRIA 29a. Planning may be conducted separately for WRIA 29a and 29b. WRIA 29a shall be eligible for one-half of the funding available for a single WRIA and WRIA 29b shall be eligible for one-half of the funding available for a single WRIA.

(d) For purposes of this chapter, WRIA 14 shall be divided such that the portion of the WRIA where surface waters drain into Hood Canal shall be considered WRIA 14b, and the remaining portion shall be considered WRIA 14a. Planning for WRIA 14b under this chapter shall be conducted by the WRIA 16 planning unit. WRIA 14b shall be eligible for one-half of the funding available for a single WRIA, and WRIA 14a shall be eligible for one-half of the funding available for a single WRIA.

(3) Watershed planning under this chapter may be initiated for a multi-WRIA area only with the concurrence of: (a) All counties within the multi-WRIA area; (b) the largest city or town in each WRIA unless the WRIA does not contain a city or town; and (c) the water supply utility obtaining the largest quantity of water in each WRIA.

(4) If entities in subsection (2) or (3) of this section decide jointly and unanimously to proceed, they shall invite all tribes with reservation lands within the management area.

(5) The entities in subsection (2) or (3) of this section, including the tribes if they affirmatively accept the invitation, constitute the initiating governments for the purposes of this section.

(6) The organizing grant shall be used to organize the planning unit and to determine the scope of the planning to be conducted. In determining the scope of the planning activities, consideration shall be given to all existing plans and related planning activities. The scope of planning must include water quantity elements as provided in RCW 90.82.070, and may include water quality elements as contained in RCW 90.82.090, habitat elements as contained in RCW 90.82.100, and instream flow elements as contained in RCW 90.82.080. The initiating governments shall work with state government, other local governments within the management area, and affected tribal governments, in developing a planning process. The initiating governments may hold public meetings as deemed necessary to develop a proposed scope of work and a proposed composition of the planning unit. In developing a proposed composition of the planning unit, the initiating governments shall provide for representation of a wide range of water resource interests.

(7) Each state agency with regulatory or other interests in the WRIA or multi-WRIA area to be planned shall assist the local citizens in the planning effort to the greatest extent practicable, recognizing any fiscal limitations. In providing such technical assistance and to facilitate representation on the planning unit, state agencies may organize and agree upon their representation on the planning unit. Such technical assistance must only be at the request of and to the extent desired by the planning unit conducting such planning. The number of state agency representatives on the planning unit shall be determined by the initiating governments in consultation with the governor's office.

(8) As used in this section, "lead agency" means the entity that coordinates staff support of its own or of other local governments and receives grants for developing a watershed plan.

[2008 c 210 § 1; 2007 c 245 § 1; 2003 c 328 § 1; 2001 c 229 § 1; 1998 c 247 § 2.]
We understand the proposal for Flood Control Zone District representation on the WRIA 1 Planning Unit has been held over for further discussion on December 10. Attached for your information are additional Water Districts Caucus comments on this matter.

Roger Brown
FLOOD CONTROL ZONE DISTRICT MEMBERSHIP ON PLANNING UNIT
WATER DISTRICTS CAUCUS: 12/3/13

Background. Pursuant to County policy as stated in Resolution 2013-025, WRIA 1 Planning Unit meetings re-commenced on September 25, 2013. Because the Planning Unit had not met in more than four years, some of the participants brought up process questions that warrant re-examination. As part of that review, the Water Districts Caucus questioned several aspects of the current composition of the Planning Unit (see attachment). Our critique argues, among other points, that the Flood Control Zone District ("District") should be considered for representation on the Planning Unit. The case for District representation is straightforward.

The District is a local government with these attributes:

- County-wide responsibility and authority
- Concern with water management
- Specific statutory authority to fund watershed planning. RCW 39.34.190.
- Major source of local funding for WRIA 1
- Special purpose district distinct from county general purpose government. RCW 86.15.

At the November 19, 2013 meetings of the Planning Committee and full Council, the issue of District participation in the Planning Unit was discussed preliminarily, and held over until December 10, 2013. The purpose of the current analysis is to address points raised in the Council's deliberations and/or bring up other relevant information.

The Appearance of Fairness Doctrine Is Inapplicable. There was some concern expressed that the Council should not participate in developing the Watershed Management Plan at the Planning Unit and then decide whether or not to approve it. Under the Appearance of Fairness Doctrine (RCW 42.36), for example, the Council would be prohibited from prejudging certain contested matters on which they must decide. This restriction, however, only applies to quasi-judicial actions - typically, land use decisions rendered pursuant to a fact-finding hearing. It does not apply to a policy-setting document with broad application throughout the community, such as the Watershed Management Plan or amendments to it.

Per RCW 90.82.130, only the County legislative authority (i.e., Executive plus Council) has the power to approve or disapprove a watershed plan approved by the Planning Unit. At the same time, there is no prohibition on County membership on the Planning Unit or its inclusion in the required consensus approval of the plan at the Planning Unit.

Certain important actions of the Planning Unit require no Council approval. The Planning Unit's basic function is to provide locally developed guidance to state agencies on water resource issues. RCW 90.82.005. As such, it has a degree of autonomy and does not function in the manner typical of a body constituted to advise the County. Hence, although the Council can approve or disapprove the Planning Unit's proposed Watershed Management Plan, it cannot amend it. In addition, it is important to recognize that the Planning Unit can take certain important actions which - unlike watershed plans - require no separate approval by the Council:

- Instream Flow Rules. The scope of work for the WRIA 1 Planning Unit requires taking up instream flows. This is the most important function of the Planning Unit because it entails consideration of water quantity, water quality, habitat and ESA requirements. As provided in RCW 90.82.080, DOE must undertake rule-making to

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1 Similar approvals by other local governments and Tribes are not required.

2 If any problems were to arise – which we do not expect, but if they did – the participating Council member could abstain from voting.
address instream flows in response to "a recorded unanimous vote" of "members of the local governments and tribes on the planning unit."³

- **General Adjudication.** The Water Code gives the Planning Unit special weight in deciding to carry out a general adjudication: "...planning units may petition the department to conduct...a general adjudication and the department shall give high priority to such a request in initiating any such general adjudications..." RCW 90.03.105.

There are no statutory provisions for County Council approval of the Planning Unit’s actions on instream flow rules or general adjudications. This supports the argument for greater representation of the County Council at the Planning Unit.

**Options for Council involvement.** The Council has several ways to participate in the Planning Unit:

- **Status Quo.** At this time, the County is seen as a local government member of the Planning Unit. As such, County participation is deemed to include both the Council and Executive. Because they do not sit at the table, Council members are assumed to participate through involvement of County Executive staff.
- **If the Council wishes to do so, it could direct the County Executive to increase Council involvement.** This could be effected through policy resolutions and/or through the work program adopted in conjunction with the interlocal agreement between the District and the County. This approach may prove impractical, however, because of the imbalance of resources between the Council and Executive. The Council is part-time and has no personal or central analytical staff. This lack of resources may make policies and work programs hard to monitor and enforce in practice.
- **As a local government distinct from the County, the Flood Control Zone District could seek representation on the Planning Unit.** Because Council members serve *ex officio* as members of the District’s Board of Supervisors, this change could effectively bestow local government membership on the Planning Unit to the Council.

**Comment on DOE participation.** The Water Districts Caucus has questioned DOE’s participation as a voting member of the Planning Unit. In response to these questions, an analogy has been proposed in which DOE voting on the same basis as local governments is compared to the Flood Control Zone District exercising its right as a local government to do the same thing. As noted above, the Planning Unit’s main function is to provide guidance to state agencies on local water resource issues, for which DOE serves as chief regulator. Our critique of DOE’s voting adheres to the language in the Watershed Planning Act, which we believe does not support DOE voting in the same fashion as local governments on such matters. DOE continuing as a voting member promises to be especially problematic in connection with modifying instream flow rules, a process requiring DOE to undertake rule-making. RCW 90.82.080(1)(b). DOE’s participation in formulating proposed minimum stream flow rules as a full voting member of the Planning Unit prior to rule-making could invalidate the rules under the Administrative Procedures Act. RCW 34.05. Increasing Council involvement in the Planning Unit creates no similar problems and would be fully consistent with the Watershed Planning Act.

**RECOMMENDATION**

The Flood Control Zone District Board of Supervisors should select one of its members to represent the Board at the Planning Unit. This responsibility should rotate periodically in the same fashion as other duties of County Council members. Expectations for consultation and communication between the representative and the rest of the Board should be stated in a resolution.

³ Because the Tribes are not members of the WRIR 1 Planning Unit, the unanimous recorded vote would only seem to comprise members of local government on the Planning Unit.
WATER DISTRICTS CAUCUS COMMENTS
PLANNING UNIT REPRESENTATION
NOVEMBER 7, 2013

General Comments

The Water Districts Caucus reviewed Bellingham’s proposal (attached) on Planning Unit representation at our meeting on October 14, 2013. It would have been our preference to move the process forward without reviewing credentials, at least at this point, but are cooperating with the preference of the group to perform this assessment. With that disclaimer, we find Bellingham’s suggestions to be reasonable, on the whole, but do have a few comments and would like to place several questions on the table.

Bellingham treats every member of the Planning Unit as a caucus, posits three types of such caucuses and proposes categorizing participants into those three categories. However, Bellingham, the PUD, the County and the Port are not caucuses — that is, groups of entities united by particular interests. They are specific local government entities that have been deemed sufficiently distinct to warrant direct representation on the Planning Unit. We agree with the process proposed for validating the representation of these entities.

The WRIA 1 Planning Unit caucuses consist of other local governments, certain local interests, and state and federal governments. As proposed, Category 2 would consists of caucuses of smaller local government units, state and federal governments and the Non-Municipal Water Systems.

Those local governments with caucus seats (Small Cities, Water Districts and Diking and Drainage Districts) have been created pursuant to enabling statutes and are headed by elected officials. Every one of the local government caucuses represents a relatively small number of organizations, with the entities in each caucus having identical statutory powers. The 10 water districts in our caucus, for example, are organized under RCW 57 and headed by elected commissioners. These smaller local government entities were organized into caucuses for administrative convenience, in order to allow for a manageable Planning Unit meeting process. The inherent legitimacy of such entities, which represent voters and property owners pursuant to state law, is precisely equal to that of those local government entities having direct representation at the Planning Unit. We agree with the process proposed for validating the representation of local government caucuses as described under Category 2.

Non-Municipal Water Systems. The Non-Municipal Water Systems (i.e., water associations) are private business interests - not local governments. We understand Non-Municipal Water Systems Caucus represents a very large number – perhaps hundreds - of water associations. As such, we believe the Non-Municipal Water Systems Caucus should be subject to the process proposed for validating the representation of other interests under Category 3.
Agriculture. Since the Planning Unit was first formed in 1999, two irrigation districts have been formed. We believe the irrigation districts are governmental entities under RCW 87 entitled to be seated at the Planning Unit as a new local government caucus. Because these districts are defined territorially, we propose that the existing Agricultural Interest caucus should remain and be filled by parties not included within the irrigation districts.

Flood Control Zone District. The Flood Control Zone District (“FCZD” or “District”) is a special purpose government organized under RCW 86.15 and recognized under Whatcom County Code at Title 100. We propose that the Flood Control Zone District be seated as a local government organization.

The powers of the District are exercised by its Board of Supervisors, consisting of the County Council and County Executive. Actions of the Board of Supervisors are not subject to veto by the County Executive. WCC 100.01.010.

Historically, the District has served as significant source of local funding for watershed planning and implementation, but has not been represented as a local government distinct from the County on the Planning Unit.

On July 5, 2011, an interlocal agreement was executed between the District and the County in which the roles of the two governments were enumerated. This agreement does not specifically speak to representation on the Planning Unit. Absent any specific delegation to the County, the Board of Supervisors would seem to retain the prerogative of designating one of its own members to represent the District on the Planning Unit.

State. For several reasons, we question DOE’s participation as a full-fledged voting member of the Planning Unit. The Watershed Planning Act envisions a planning process driven primarily by local citizens and their governments, with participation from the tribes and a wide range of local water resource interests. The role of the state in this process was to be mainly advisory and not directive:

“If a planning unit requests technical assistance from a state agency as part of its planning activities under this chapter and the assistance is with regard to a subject matter over which the agency has jurisdiction, the state agency shall provide the technical assistance to the planning unit.” RCW 90.82.030(2),

“Each state agency with regulatory or other interests in the WRIA or multi-WRIA area to be planned shall assist the local citizens in the planning effort to the greatest extent practicable, recognizing any fiscal limitations. In providing such technical assistance and to facilitate representation on the planning unit, state agencies may organize and agree upon their representation on the planning unit. Such technical assistance must only be at the request of and to the extent desired by the planning unit conducting such planning. The number of state

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1 See attached Council Agenda Bill No. 2011-151.
2 The statute provides that the tribes will be invited to participate. RCW 90.82.060(4).
agency representatives on the planning unit shall be determined by the initiating governments in consultation with the governor's office.” RCW 90.82.060(7).

The latter citation contemplates that non-state members of the Planning Unit will decide on state participation. We believe that DOE has a valuable role to play in coordinating presentation of technical information from state agencies to the Planning Unit, but that continuing to vote on the same basis as local governments will prove problematic.

The Watershed Planning Act states:

“The planning unit shall not add an element to its watershed plan that creates an obligation unless each of the governments to be obligated has at least one representative on the planning unit and the respective members appointed to represent those governments agree to adding the element that creates the obligation. A member's agreeing to add an element shall be evidenced by a recorded vote of all members of the planning unit in which the members record support for adding the element.” RCW 90.82.130(3).

This provision applies to the narrow question of obligations created in the proposed plan. It does not require DOE to vote on all aspects of the local plan. Placing DOE in the position to frame recommendations for its own consideration is illogical and inconsistent with the intent and design of RCW 90.82.

This inconsistency is especially troublesome in connection with modifying instream flow rules, an activity included in the scope of work for WRIA 1. The Watershed Planning Act provides that instream flow rules shall not be modified “…unless the members of the local governments and tribes on the planning unit by a recorded unanimous vote request the department to modify those flows…” RCW 90.82.080(1)(a)(i). At that point, it would seem to be the intent that DOE would undertake rule-making. RCW 90.82.080(1)(b). DOE’s participation in formulating proposed minimum stream flow rules as a full voting member of the Planning Unit prior to rule-making, however, could invalidate the rules under the Administrative Procedures Act (RCW 34.05).

We believe the best procedure would be for the non-state members of the Planning Unit to define the state’s technical assistance role and for the state’s voting to be confined to those instances where obligations would be imposed on it.

Federal. We could find no grounds for including the federal government as a voting member of the WRIA 1 Planning Unit. We recommend the federal government be invited to participate ex officio.

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3 We note that DOE is precluded from voting on this question.
From: Clare Fogelsong, City of Bellingham Planning Unit Representative

Subject: Planning Unit Caucus Representation

There are three basic caucus types; 1) those that represent a single entity (City of Bellingham, Whatcom County, PUD 1, and Port Authority), 2) those that represent a relatively small and identifiable group of entities and have a structure for meeting and selecting a representative (Federal and State governments, Small Cities, Water Districts, Diking/Drainage Districts, and Non-Municipal Water Systems), and 3) caucuses with dispersed constituencies and a range of organizational ability to represent their constituents (Agriculture, Environment, Fishers, Forestry, Land Development and Private Well Owners).

The differences in organizational structures should be reflected in the requirements for caucus representation. To that end the following suggestions are presented for consideration.

Representatives of the Type 1 caucuses, City of Bellingham, Whatcom County, PUD 1, and Port Authority, will present to the Whatcom County Council some indication of appointment from the mayor, executive, or respective commission.

Representatives of the Type 2 caucuses, Federal and State governments, Small Cities, Water Districts, Diking/Drainage Districts, and Non-Municipal Water Systems, will present to the Whatcom County Council some indication of appointment resulting from a vote or assignment registered by the group of participating members of the caucus, e.g. a vote taken and recorded in the minutes of a meeting.

The Type 3 caucuses, Agriculture, Environment, Fishers, Forestry, Land Development and Private Well Owners, are similar in that their constituents are dispersed throughout the community. However they vary widely in the degree of organizational structure available for selecting a Planning Unit representative. It appears that Agriculture and Land Development have the most established organizational structures, representing a significant portion of their constituent groups. Fishers, Forestry and Environment may also be able to rely on existing organizations to serve the purpose of selecting representation. The Private Well Owner caucus seems to be the most challenged in this regard. For all these caucuses a meeting should be held inviting members of the public, who are associated with the issues represented by the caucus, to participate in the selection of a representative. The selection action could be added to the agenda of a regular meeting of an existing organization that is recognized in the community for its representation of a single caucuses' issues, or the meeting could be held for the single purpose of organizing a caucus to select the representative and establish a means to keep caucus members informed of Planning Unit issues. Representatives of these caucuses will present to the Whatcom County Council a copy of the meeting notice, list of attendees and some record of the action taken to select a representative.