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**TITLE OF DOCUMENT:**
2014 Reorganization of Whatcom County Approved Council

**ATTACHMENTS:**

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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.)
2014 Reorganization of Whatcom County Approved Council

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.*
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<th>At Large: Rud Browne</th>
<th>1st Dist: Barry Buchanan</th>
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<th>2nd Dist: Ken Mann</th>
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WHATCOM COUNTY COUNCIL MEMBERS

2014

**Council at Large**

Rud Browne
Term expires 1-2018

820-9494

**District I**

Position A
Barry Buchanan
Term expires 1-2018

Position B
Pete Kremen
Term expires 1-2016

224-4330

734-3802

**District II**

Position A
Ken Mann
Term expires 1-2018

Position B
Sam Crawford
Term expires 1-2016

483-6020

671-7262

**District III**

Position A
Carl Weimer
Term expires 1-2018

Position B
Barbara Brenner
Term expires 1-2016

384-5919

384-2762

**ALL MAIL FOR COUNCIL MEMBERS SHOULD BE SENT TO THE FOLLOWING ADDRESS:**

WHATCOM COUNTY COUNCIL
311 GRAND AVENUE, SUITE 105
BELLINGHAM, WA 98225

(360) 676-6690
council@co.whatcom.wa.us
2014 WHATCOM COUNTY COUNCIL COMMITTEES

Finance and Administrative Services Committee
Council Meeting - Tuesdays

Natural Resources Committee
Council Meeting - Tuesdays

Planning and Development Committee
Council Meeting - Tuesdays

Public Works, Health and Safety Committee
Council Meeting - Tuesdays

Bellingham International Airport Advisory Committee (BIA)
Meets every other month - 2nd Thursday at 9:30 a.m. - First meeting is January 9, 2014 (meetings held at General Aviation Terminal, 4201 Mitchell Way)

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

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

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

Whatcom Council of Governments (WCOG)
Meets Monthly – typically 2nd Wednesday at 3:30 p.m.
(Two representatives from County Council – Both will serve on the Full Council and one of the two will serve also on the Executive Board & Transportation Policy Board) First meeting scheduled January 22, 2014. (meetings held at 314 E. Champion)

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

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

**Developmental Disabilities Board**
**Meets every other month – 4th Monday at 4:30 p.m. except April, June, August and December** *(meetings held at Saint Luke’s Community Health Education Center)*

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

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

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

**Flood Control Zone Advisory**
**Meets every month – 2nd Thursday at 7 p.m.** *(meetings held at the Civic Center Building - Garden level Conference Room – January through April)*

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

**Intergovernmental Tribal Relations Committee**
**Meets on an as-needed basis**

This committee consists of two County Council members along with an unspecified number of tribal delegates serving on an as-needed basis as a liaison committee between the Whatcom County Council and either or both of the two Native American governments in Whatcom County. Meetings are not regularly scheduled, but can be requested by either or both tribal governments, or by the County Council. Committee members shall merely act in a representative capacity, and all final decisions on behalf of Whatcom County shall be made by vote of the entire County Council as provided in the Whatcom County Charter.

1:/Committees/2014/Council Committees
Integrated Behavioral Health Advisory Board
Meets every other month – 2nd Monday at 12 p.m. – First meeting is January 13, 2014 (meetings held at Saint Luke’s Community Health Education Center)

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

LEOFF Board
Meets Monthly - 2nd Wednesday at 9 a.m.
(meetings held in County Executive Conference Room)

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

Local Emergency Planning Committee (LEPC)
Meets Quarterly – 1st meeting is January 28, 2013 at 1:30 p.m. (April 22, September 23 and November 25) (meeting location to be determined)

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

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

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

Marine Resource Committee
Meets Monthly – 1st Thursday at 6 p.m.
(meetings held at the Civic Center Building - Garden level Conference Room)
Purpose: The Whatcom County marine resource committee will address local marine issues and recommend remedial action to local authorities. The committee will build local awareness of issues, and gather support for remedies consistent with the benchmarks for performance as established in the August 20, 1998 report to the conveners by the Murray-Metcalf northwest straits citizens’ advisory commission.

Medic One Oversight Board (Replaced by EMS Oversight Board for 2014)
Meets Quarterly – 1st meeting TBA (meeting location to be determined)

Purpose: The Board shall with the active advise and participation of the Technical Advisory Board, make recommendations to the Whatcom County and the Cities and Fire Districts of Whatcom County regarding administration, operations, levels of service, and EMS budgets and financial reporting. The Board will be the primary organization responsible for framing the ongoing vision of an integrated and coordinated EMS system. The Board will meet at least four meetings per year (quarterly) to review the status of emergency medical services in Whatcom County and to develop recommendations.

North Sound Mental Health Administration Board of Directors
Meets Monthly - 2nd Thursdays at 1:30 p.m. First meeting is January 9, 2014 (in addition, representative may be appointed to one of four committees: Finance Committee, Executive Personnel Committee, Planning Committee, or Quality Management Oversight Committee) (meetings held in Mount Vernon office – 117 N. 1st Street; Suite 8)

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

Northwest Clean Air Agency
Meets Monthly - 2nd Thursday at 1:30 p.m. (will not meet January and July) (meetings held in Mount Vernon office – 1600 S. 2nd)

Purpose: The Northwest Air Pollution Authority's seven member Board of Directors establish policies and oversee agency operations. The Board is comprised of a representative from each of the three counties, a representative from each of the three largest cities -- Bellingham, Mount Vernon and Oak Harbor -- and a Member-at-Large selected by the other six members.

Northwest Regional Council
Meets three times a year – Thursdays at 10 a.m. (March 27, June 26 and November 6) (meetings held at Skagit County Commissioner’s Hearing Room in Mount Vernon)

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

**Opportunity Council (OC)**
**Meets Monthly – 4th Thursday at 4 p.m. First meeting is January 23, 2014 (November & December are combined into one meeting on December 4, 2014) (does not meet July & August)**

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

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

**Portage Bay Shellfish Protection District**
**Meets Quarterly – last Wednesday at 3 p.m. – First meeting is January 29, 2014 (Civic Center Building – Garden level Conference Room)**

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

**Public Defense Advisory Committee**
**Meets once per year**

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

**Public Health Advisory Board**
**Meets every other month – 1st Thursday at 7 a.m. (January 2, March 5, May 1, July 3, September 4, and November 6) (meetings held at the Health Department Conference Room)**

**Purpose:** The Board shall serve in an advisory capacity to the Health Department on all issues related to the County Health Department and its programs. Members are residents of the county, eight of which are appointed by the Executive, subject to the County Council confirmation. One member is appointed by County Council for a term of one calendar year.
Solid Waste Advisory Committee  
Meets Quarterly – 4th Thursday at 5:30 p.m. (January 23, April 24, July 24 and October 23) (meetings held at Civic Center Building – Garden level Conference Room)  

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

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

WSAC Legislative Steering Committee  
(Washington Association of Counties)  
Meets generally four times a year (during Legislative session)  
(January 9, January 23, February 6, February 20 and March 6)  

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

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

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

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

_Purpose:_ The Board concurs and approves all matters pertaining to the running of the WTA. Any item over $25,000 must be brought to the Board for approval. In addition, the board member attends the Executive Committee meeting _listed above_. The Board discusses the following: route changes; services offered to the public, service planning; major personnel issues; labor negotiation issues; fiscal issues; funding issues; capital expenditures; major purchases; grants and contracts.
CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 1:55 in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(1:54:48 PM)

Present: Barbara Brenner, Sam Crawford, Kathy Kershner, Bill Knutzen, Ken Mann, Carl Weimer and Pete Kremen.

Absent: None.

SPECIAL PRESENTATION

1. CONSULTANT DLR GROUP TO PROVIDE AN UPDATE ON JAIL PLANNING (AB2013-042B)

Jack Louws, County Executive, thanked everyone for the work done to get the final environmental impact statement (EIS).

Bill Valdez, DLR Group, stated this is a recap of the needs assessment and EIS. He submitted and read from the presentation (on file).

Brenner asked the final cost of the Score facility. Valdez stated construction cost was $62 million, with a total project budget of $90 million. They had a bond to pay off debt service. It had just over 800 beds. Most of those beds are quads and doubles. Few are single beds. It’s a misdemeanor facility and doesn’t need as many single beds as a county jail. Square footage needs increase with single beds.

Brenner asked if the County jail is more of a maximum security jail. Valdez stated it’s more about the mix of beds. The Score facility only has 11 single units.

Kremen asked if the County jail is more of a maximum security jail. Valdez stated it’s more about the mix of beds. The Score facility only has 11 single units.

Brenner asked why they decided to do a different mix from the Score facility. Louws stated the County handles felon and misdemeanor cases. The Score facility doesn’t handle felony cases. It causes the square footage to go up.

Lori Coppenrath, DLR Group, stated the design follows national standards.
Crawford asked if the worse the crime, the more possibility to be housed in a single cell. Valdez stated it allows the Sheriff to have better opportunities for managing and controlling the jail population.

Crawford stated the Irongate facility uses a dormitory style. He asked about the possibility of including dormitories. Valdez stated dormitories are very staff intensive. If there is an altercation in a dormitory, there’s no way to secure the rest of the inmates in the dormitory.

Crawford stated the Irongate minimum facility is run more efficiently than the County jail. Valdez stated the County jail is a vertical facility, which is more staff intensive. The Score facility is considering converting its dormitories to quad units.

Crawford stated he would like to explore the option of dormitories. They’ve had a good experience with the Irongate facility. Now it seems like they’re going a different direction. They must reconcile an ideal facility with a facility they can really afford. They can assign the different offenders to differently designed facilities.

Mann stated an alternative is to keep the Irongate facility running.

Crawford stated this new jail population would then drop by 150 beds. Valdez stated running two jails is less efficient.

Kershner stated the Council has some concern that the existing dormitory unit has been successful in this county, so they want to include that option here, rather than a more expensive facility with smaller units.

Bill Elfo, County Sheriff, stated the Irongate facility is a drywall facility. There’s been an escape from the facility. When the population changes in the jail, and there are more severe or violent offenders, there isn’t an option to put them in that minimum security facility. It would be most efficient to consolidate staff into one building. Over 30 years, 80 percent of the cost of operating a jail is related to operations and personnel. They are trying to make wise decisions for the future. The Score facility administrators regret building those dormitories.

Reed Shockey, Shockey Planning Group President, continued the presentation on the substitute EIS.

Brenner asked if the site design would allow a 350-foot sight buffer if necessary. Valdez stated it would. The jail building is located outside all the original setbacks.

Shockey continued the presentation beginning with the design aesthetics.

Brenner asked about how traffic will be kept away from the intersection at Smith Road and LaBounty Road. Shockey stated the traffic study found that the number of trips generated from this facility, going either north or south, is not a significant increase. Some traffic will go North along LaBounty Road toward Smith Road, but not a significant amount.
Brenner asked how the trip distribution study was conducted. She was told the traffic is actually higher than stated. Shockey stated that isn’t the information he received. If the public is now concerned about traffic volumes, he can get an answer to that question.

He continued with the presentation on transportation improvements in the area. No major extraordinary traffic mitigation is required due to this facility. The intersections at the freeway interchange are getting the most attention. He concluded the presentation with public services and utilities. The City and County agree on the utility realignment.

Brenner stated don’t install an onsite septic system. Shockey stated there would not be an onsite septic system.

Brenner asked if there will be no ability to see the jail from off-site. Shockey stated there will be no ability to see the inmates or bars on windows. The buildings are a significant size. It will look like a commercial or industrial facility similar to the buildings out there now. It won’t look like a jail.

Mann asked for the traffic study. Shockey stated it’s in the draft EIS issued in September. The updated version is on the County website.

Brenner asked how the traffic study was done. Shockey stated the transportation consultant was responsible for the traffic study. Traffic counters were put in strategic locations to get traffic counts.

Crawford stated the facility shown will be the biggest iteration of what this facility could be. All of these site considerations could be phased in more slowly, and something could be constructed on a smaller scale. He asked if going smaller would not affect the layout of the facility. Shockey stated that is correct. In this case, the maximum estimate was 660 beds, and they knew they were planning for something in the range of 520 beds.

Crawford stated they could change certain things such as where and how the Sheriff’s Office is located. Public feedback on the $110 million price tag seems to be unanimous about the cost being too much. He wants to move forward with the purchase of the property, and explore what they can develop for $60 million, for example. If they spend $100 million or more, there should be a good reason. Consider development at a lower level. Shockey stated the County won’t have to recycle the SEPA standpoint if they developed a smaller facility.

Brenner stated the single units were quite a bit higher than ten percent, which is recommended at the federal level. Coppenrath stated that number of units includes four wedges for single cells.

Brenner stated it would create savings to have 51 single units, not 77.

Louws stated decisions on the size of the facility won’t be resolved today. The County and community will have to find a balance between what the County can afford and what the County needs. Today, consider if the property is suitable. The biggest challenge is timing between the City of Ferndale regarding sewer treatment and water capacity. The City is already dealing with water capacity issues. He recommends that the County purchase the property. They will have more than two years to work on this before
occupancy. This step is to determine the location. This property will work for many years into the future.

Shockey stated Appendix A of the EIS includes the traffic counts, which are true counts taken at all intersections over a month.

OTHER BUSINESS

There was no other business.

ADJOURN

The meeting adjourned at 2:47 p.m.

The Council approved these minutes on ______________, 2014.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Kathy Kershner, Council Chair

Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL  
Regular County Council  
November 26, 2013  

CALL TO ORDER  
Council Chair Kathy Kershner called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.  

ROLL CALL  
(7:00:34 PM)  
Present: Barbara Brenner, Ken Mann, Sam Crawford, Bill Knutzen, Kathy Kershner, Carl Weimer and Pete Kremen.  
Absent: None.  

FLAG SALUTE  

SPECIAL PRESENTATION  
1. EXECUTIVE LOUWS TO READ A PROCLAMATION REGARDING GLEN HALLMAN (AB2013-017) (7:01:24 PM)  
Jack Louws, County Executive, read the proclamation and presented it to Glenn Hallman’s son.  

Jeff Hallman introduced family and friends and thanked the Executive for the honor.  

Louise Bjornson, former Bellingham City Council member, spoke of her memories of Glen Hallman and his accomplishments and long-term commitment and passion for seniors.  

Kay Sardo, former director of the Opportunity Council, spoke highly of his community action.  

Rick Nickleson, Whatcom Transportation Authority (WTA) Director of Service Development, spoke about Mr. Hallman’s contribution to senior services with the WTA.  

Dewey Desler, Administrative Services Department, stated he thanks the Executive and the Council for approving the proclamation. Mr. Hallman was a close friend for many years and worked hard on behalf of seniors. He described Mr. Hallman’s accomplishments.  

Brenner read a portion of an email she received today about Glen Hallman that suggests officials name a landmark for Glen Hallman.
Kremen stated he had a long relationship with Mr. Hallman, who established the Northwest Clean Air Agency and worked tirelessly for seniors. Mr. Hallman was a mentor and suggested years ago that he run for County Executive. Mr. Hallman impacted the lives of many people and will be missed. They must name something significant in honor of Glen Hallman, because he should always be remembered for what he did for the community.

Kershner stated they can all strive to live like Glen Hallman did. She thanked everyone for attending.

MINUTES CONSENT

(7:22:53 PM)

Knutzen moved to approve the Minutes Consent items.

The motion carried by the following vote:

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

Nays: None (0)

1. BOARD OF HEALTH FOR OCTOBER 29, 2013

2. COMMITTEE OF THE WHOLE FOR NOVEMBER 12, 2013

PUBLIC HEARINGS

1. ORDINANCE REGARDING INSTALLING STOP SIGNS ON VARIOUS ROADS WITHIN THE COUNTY (AB2013-376) (7:24:00 PM)

Chris Brueske, Public Works Department, stated he is available to answer questions.

Kershner opened the public hearing, and the following person spoke:

Roger Granger stated the intersection of the Olson Road and Brown Road in the Ferndale area is very dangerous. It should have a four-way stop.

Hearing no one else, Kershner closed the public hearing.

Brenner moved to adopt the ordinance.

Jack Louws, County Executive, stated he made a note of the speaker’s concerns and will have staff look into it and prepare a traffic study.

Crawford stated he has concerns about traffic on Pacific Highway and Slater Road. Also, there used to be stop signs on the Birch Bay-Lynden Road for east-west traffic. The northbound traffic at the end of the work day backs up onto the freeway. Add stop signs to allow people on the northbound off-ramp to turn left.
Louws stated that the council members should make him aware any time there are traffic safety concerns throughout the county.

Brenner stated she talked to the Public Works Department staff years ago about this. She recalls that there isn’t a stop sign because it’s an intersection with the State highway and the State wouldn’t allow the stop sign. There is a four-way stop at the Grandview off-ramp.

The motion carried by the following vote:

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

**Nays:** None (0)


(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Chris Brueske, Public Works Department, gave a staff report.

Brenner asked if there is an increase to the taxpayer for the flood tax.

Brad Bennett, Administrative Services Department, stated they’re not increasing the tax, but they’re banking the capacity for the one percent. The flood tax is unchanged.

Knutzen stated the flood budget isn’t addressing the Highway 9 issue. They keep putting that off, and it keeps getting more and more expensive. Brueske stated that issue went to the Advisory Committee, which looked at the alternatives. They could not agree on a course of action.

Kershner opened the public hearing, and the following person spoke:

David Figuroa, Sr., stated he has been having problems with the flood district association since 1996. He doesn’t know who oversees their spending and work. Whenever he asks for their help, they give him excuses. He was threatened by a member of the district commissioners. They have been lying to him about their spending. He has pictures and proof of their files. He lives on Deming Road. It’s hard to go to their meetings, because they are held at random places. They can’t do any flood control without the blessing of Whatcom County. There is the Deming Diking District that protects the river and the McAuley Creek Association that is supposed to protect drainage and flood.

Brenner stated she will look into the matter.

Hearing no one else, Kershner closed the public hearing.

**Brenner moved** to adopt the ordinance.

**Kershner moved** to include money in the budget to begin addressing the problem of the raspberry farm on Highway 9 that is washing away.
Brenner stated this is the County's problem and they should look at it.

Brueske stated a consultant said the repair alternatives would cost from $1 million to $1.5 million. It's not a small project. The flood fund balance is around $11 million right now. If everything in this budget stays the same, it draws the balance down to about $8 million by the end of the year. It's unlikely they would be able to spend $1.5 million on a project this year because of permitting and design and a narrow fish window.

Kershner asked if including the amount in the budget would ensure the money is set aside for future work on that project. They could put in some money for engineering. Brueske stated it's not in the six-year plan, so they would want to amend the six-year plan as well.

Crawford stated they have a planning process for this. He asked where it fits in with their prioritization. Brueske stated the Advisory Committee heard the same information and did not vote to include it in the six-year plan.

Brenner stated put it in as a placeholder anyway. If they don't have it in there, they can't apply for grants and other money that may come along. It doesn't hurt to include money as a placeholder, then come up with a more solid estimate that allows the County to obtain State or federal funding. Brueske stated staff can prepare an amendment to the six-year transportation improvement plan (TIP). It would need to come forward as a supplemental request in 2014.

Kremen stated there was a consensus agreement of a majority of councilmembers and other experts during the tour this summer that something needed to be done soon. County infrastructure could be impacted if they don't address the erosion. He thought they were going to come up with a plan within weeks to address this erosion problem. Brueske stated staff presented the three options to the Advisory Committee, and the Advisory Committee decided the project wasn't as important as other matters, so it was not advanced to the Council for consideration.

Knutzen stated he believes this could have been fixed for $8,000 when it was originally brought forward in 2004. It was put off then, and now the cost is over a million dollars. The longer they wait, the more expensive the project will get. Money is available for funding if it's on the TIP. Money is available from sources such as the Puget Sound Partnership, especially if they can include a salmon enhancement component to the project. Include the project on the TIP.

Brenner stated a supplemental will have to come forward from the Executive.

Jack Louws, County Executive, stated he will commit to looking into the matter again. There was no way to fix the problem, given the permitting that is required. It will take time to work through the project.

Brenner stated this item is not as complex as an issue that breezed through the Council at the last meeting.

Weimer asked if this went through the benefit evaluation score. Brueske stated it did, and was rated substantially lower than projects on the TIP now.
Weimer stated they can go on a tour and a site will look bad, but compared to all the other projects on the prioritization list, the committee decided it’s not at that level.

Paula Cooper, Public Works Department, explained the prioritization process and how this project did not make it on the TIP.

**Brenner suggested a friendly amendment** to include money in the budget as a placeholder in the amount of $5,000 to $50,000 to begin addressing the problem of the raspberry farm on Highway 9 that is washing away.

Kremen asked staff to give the councilmembers the report from the consultant, the three options and their associated costs, and the cost of the consultant’s work.

Brueske stated it would be a placeholder as a project in section 169112 regarding repair and maintenance on the water resources improvement program (WRIP).

Crawford stated he is okay with the placeholder but disagrees with assigning money to the project. They spend the money down to the reserve amount held for floods. This project should go through the process. This wasn’t discussed during the surface water work session. He doesn’t understand why they would assign money to something that they don’t have much information on and haven’t vetted thoroughly as a priority. There are 400 projects on the list.

**Kershner accepted** Councilmember Brenner’s friendly amendment and **restated the motion to amend** to include money in the budget under item 169112, repair and maintenance, and add to the water resource improvement plan (WRIP) as a placeholder in the amount of $50,000 to begin addressing the problem of the raspberry farm on Highway 9 that is washing away.

Crawford asked why they are assigning money to the project.

Mann stated he agrees with Councilmember Crawford. He asked what isn’t getting funded so they can fund this at the last minute. There is some merit to the project since a County road and the railroad is there. He asked why they are overriding the decision and the process if it didn’t score high enough to make it on the list.

Brenner asked the percent that $50,000 is to the total flood fund. Brueske stated it’s a very small percentage, less than one percent. It won’t cost much to get the consultant here to present findings.

The motion to amend carried by the following vote:

**Ayes:** Brenner, Knutzen, Kershner, and Kremen (4)

**Nays:** Weimer, Crawford, and Mann (3)

The motion to adopt as amended carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Knutzen, Kershner, and Kremen (6)

**Nays:** Weimer (1)
3. **RESOLUTION AUTHORIZING THE LEVY OF TAXES FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT FOR 2014 (AB2013-378 (8:06:59 PM))**

*(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)*

Crawford stated there is no raise in taxes this year.

Kershner opened the public hearing, and the following person spoke:

Bob Burr stated the Council should use due diligence for anything that would raise taxes. He noticed in the budget there seems to be a disproportionate amount in the Flood Control Zone District for administration compared to actual projects. Look at that closely.

Hearing no one else, Kershner closed the public hearing.

*Crawford moved* to approve the resolution.

Brenner asked for a presentation on the percentage of administrative costs for the flood fee.

Jack Louws, County Executive, stated he would provide information on a spreadsheet, after which Councilmember Brenner may schedule a presentation.

Kremen stated he would like to have the spreadsheet information put in context and compared with other fund percentages.

The motion carried by the following vote:

- **Ayes:** Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
- **Nays:** None (0)


Kershner opened the public hearing, and the following person spoke:

Roger Granger stated it’s interesting that a project that started at $8,000 is now a million dollars. He asked if the projects are done by County employees or contractors. Prevailing wage is $40 per hour. Every government project has to be bid at prevailing wage. He detests that requirement. The prevailing wage is too much and the system is broken. It’s a union requirement that is too much for taxpayers. Get the job done while it still costs $8,000. This side of the coast has some real problems. He’s ready to move to Eastern Washington.

Hearing no one else, Kershner closed the public hearing.

*Knutzen moved* to adopt the ordinance.

The motion carried by the following vote:
Ayes:  Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays:  None (0)

5. ORDINANCE LIMITING THE 2014 GENERAL FUND PROPERTY TAX LEVY
   (AB2013-380)  (8:17:58 PM)

Kershner opened the public hearing and, hearing no one, closed the public hearing.

Knutzen moved to adopt the ordinance.

Brenner stated she would like to have information on the administrative costs for all
the funds.

Kershner stated she’s not sure what they would do with the information. The entire
County administrative team and all the departments are playing an administrative role to
administer the business of the County.

Brenner stated every cost center has a certain amount dedicated for administration.
She only wants the percentages, not the actual numbers.

The motion carried by the following vote:
Ayes:  Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays:  None (0)

6. ORDINANCE AUTHORIZING THE LEVY OF TAXES FOR COUNTY AND STATE
   PURPOSES IN WHATCOM COUNTY, WASHINGTON, FOR THE YEAR 2014
   (AB2013-381)  (8:24:08 PM)

Kershner opened the public hearing and, hearing no one, closed the public hearing.

Brenner moved to adopt the ordinance.

The motion carried by the following vote:
Ayes:  Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays:  None (0)

7. ADOPTION OF AN ORDINANCE AUTHORIZING THE LEVY OF TAXES FOR
   COUNTY CONSERVATION FUTURES PURPOSES FOR 2014 (AB2013-382)
   (8:24:51 PM)

Kershner opened the public hearing, and the following person spoke:

Greg Brown stated there is over $100 million in this fund now, and asked why this is
needed.

Jack Louws, County Executive, stated there is $5,309,987 in the fund today.

Hearing no one else, Kershner closed the public hearing.

Mann moved to adopt the ordinance. It is a citizen-approved levy.
Kershner asked if there are plans for spending the funds or if it is just sitting there and waiting for a project.

Brad Bennett, Administrative Services Department, stated not all the funds are budgeted. Some projects are budgeted. They are allowed to use a certain amount of the fund balance to maintain properties that were purchased with conservation futures funds, so that amount is budgeted. The budget includes $25,000 for appraisals if something comes up. There are a few other projects budgeted. He will provide a report.

Kershner asked how much the fund collects each year.

Kremen stated the fund collects about $3 million each year.

Brenner asked how much they spend each year. Bennett stated it varies.

Brenner stated schedule a discussion in the Finance and Administrative Services Committee.

Weimer stated the voters approved six and one-quarter cents. They are collecting less than one-third of that now because of initiatives that passed at the State level.

Mann stated there was a proposal four years ago to cut this in half, but it didn’t go through.

Kremen stated it did go through. The Council voted to cut the amount of revenue collected in half. At that time, the fund was more robust than it had ever been. He described the history of the conservation futures fund. The mechanism used to appropriate more money into the general fund was slightly decreased by about one-quarter of a million dollars annually to the taxpayers of Whatcom County. When the Council rescinded that practice, they lost that savings. While he was the County Executive, he and the Council acquired 21 parks. The community highly enjoys and values those parks. Given the current balance in the fund, the Council may want to reconsider the policy adopted by a previous Council.

Louws stated the property tax generated $1,031,000 in 2013 for this fund. By the end of the year, they will have spent $700,000 of that amount. For 2014, they anticipate collecting the same amount of revenue, and have budgeted $285,000. Last year, they dedicated some money to the reconveyance, the City of Everson, the floodplain property acquisition, and four purchases of development rights (PDRs). Since 2004, the fund has collected between $800,000 and $1 million annually. More projects will come forward in the future. Take a look at it through the next budget biennium to see whether or not they want to adjust the tax rate.

Brenner stated the County was reimbursed on some of those expenses. She would like to know the average percentage they’ve been reimbursed over the years. Louws stated that last year the County was reimbursed $187,000.

Kershner stated the fund has been in place for ten years, has been bringing in about $1 million per year, and there is a $5.3 million balance. The County is spending less than
half of it. She asked if the County must collect this money from taxpayers. She asked if the Council could decrease the amount collected by 25 percent or move the funds back to the general fund where it can do good and buy services the County needs. Louws stated the County brought the conservation futures funds before the voters with a commitment to use the funds within conservation futures. Moving it to the general fund is not appropriate.

Karen Frakes, Prosecutor’s Office, stated this type of change would require another public hearing.

Brenner stated she doesn’t care whether or not moving the money is legal. The people voted for the conservation futures fund as a dedicated fund. It would be inappropriate to divert the dedicated fund to the general fund. She would rather reduce the amount collected.

Kremen stated the process to decrease the amount collected requires a decrease in the levy and an increase in the general fund of a corresponding amount minus $250,000, as he did during the economic downturn. It gave the County flexibility to use taxpayer money for areas that are a higher priority. They went through a public process at the time. They could not do it without a public process. He is not advocating that they do it, but that is the process. They were able to acquire 21 parks in 16 years, and still be able to keep the conservation futures levy at a minimum, because the County acquired the properties at 30 cents on the dollar on average. It’s good to have a healthy fund balance the County can use for purchases and maintenance.

Brenner stated the process that Councilmember Kremen described is still moving things around. The public won’t trust the County if they do that. A public hearing is not the same as a vote. At some point, think about cutting back if there is more money in the fund than they need.

**Kershner moved** to reduce the conservation futures fund tax levy by 50 percent for 2014. Let the taxpayers have the money rather than leave it in a County account. If a project comes up, the Council is free to increase the tax at that point.

Mann stated he is against the motion. This is a fund that the people of Whatcom County voted on and approved because they value the things that the conservation futures fund was set up to do, such as protecting open space and implementing the development rights program. Overruling the people’s vote without any lead up to it is not the right way to go. It’s like they’re punishing that value, because they haven’t spent the money fast enough. They have gotten great deals on land the County has purchased. They’ve been very careful with the money and made amazing purchases. Don’t do this at the last minute.

Kershner stated they’ve done lots of wonderful things with that money, but they’ve only spent less than 50 percent of what the County collected. They are able to meet the goals of the program as Councilmember Mann described. She doesn’t support having $5.3 million of taxpayer money sitting in an account at the County, because it belongs to the people of Whatcom County and there are no plans to spend it on any of these wonderful projects. Cutting the levy in half would bring the revenue down to $500,000 for 2014. Then they would have nearly $6 million in the fund. If the County spends $800,000, there is still money in the fund to do wonderful projects. Also, the County keeps buying parks and projects, but hasn’t figured out if it has the money to maintain and operate these
places. That hasn’t been such a good picture so far. She’s in favor of giving taxpayers a
break in 2014.

Mann stated Councilmember Kershner’s perspective is reasonable. When the
taxpayers voted to approve the fund, they said the County should be responsible with the
funds. Have a broad public discussion about cutting back on the fund, but not tonight.

Brenner stated 15 percent of the conservation futures fund is allowed for
maintenance. She asked if they can use conservation futures funds to pay for a staff person
to work on PDRs.

Brad Bennett, Administrative Services Department, stated the limitation is for Parks
crews to maintain properties. The acquisition of PDRs is a direct expense and could be
used. It has to be used for the salary of the person while the person is working on the
actual purchase. They have to account for their time.

Brenner stated she would like to discuss this further, have a public hearing, get more
information, and get that position hired.

Kershner asked if the Council can have a public hearing at its meeting on December
10. Louws stated there wouldn’t be time to get the budget done by the end of the year as
required if the Council holds a hearing on December 10.

Brenner stated there is an abundance of people qualified to fill the PDR position in
Whatcom County. It’s hard to understand why they haven’t been able to fill the position in
a year. She’s fine leaving the money as it is if they are doing something with it. They all
agree on funding that position. Louws stated it was a unanimous vote on the position. The
amount of work directly related to the PDR didn’t warrant a full-time position. There was
little federal funding to back up the program. There is a staff person whose work is charged
to the PDR account. He didn’t fill the position because it wasn’t necessary.

Brenner stated they need someone to do some creative work on the PDR program
and also work on the transfer of development rights (TDR) program. That is as important
as the PDR program and could be funded from the conservation futures fund.

Kremen asked why they would want to reduce the levy if they want successful TDR
and PDR programs.

Brenner stated she wouldn’t want to reduce the levy if they worked on those
programs.

Kremen called for the question on the motion to amend.

The motion to amend failed by the following vote:

Ayes: Kershner and Knutzen (2)
Nays: Brenner, Mann, Crawford, Weimer and Kremen (5)

The motion to adopt carried by the following vote:

Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)
OPEN SESSION

(8:57:04 PM)

The following people spoke:

- Bob Burr spoke about the property purchase for the future jail and thanked Councilmembers Knutzen and Kershner for their service.
- Joy Gilfillan, Restorative Community Coalition, spoke about the property purchase for the future jail.
- Kay Sardo spoke about the property purchase for the future jail.
- Annie Hunrath, Restorative Community Coalition, spoke about the property purchase for the future jail.
- James Riley Sweeney spoke about lean implementation in the budget.
- Mers Landace spoke about the property purchase for the future jail.
- Kay Lawson spoke about the property purchase for the future jail.
- Eve Maas, Restorative Community Coalition, spoke about the property purchase for the future jail.
- Karen Wyle spoke about the property purchase for the future jail.
- Greg Brown spoke about the property purchase for the future jail.
- Patrick Alesse spoke about the conservation futures funds.
- Irene Morgan, Restorative Community Coalition, spoke about the property purchase for the future jail.
- Lloyd Zimmerman spoke about the property purchase for the future jail.
- Robert French spoke about a new jail facility.
- Ray Baribeau spoke about the property purchase for the future jail.
- David Hunter spoke about guardians ad item and court appointed special advocates funding.
- Roger Granger stated he appreciates all councilmembers.

CONSENT AGENDA

(9:43:18 PM)

Mann reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through seven.

The motion carried by the following vote:

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

Nays: None (0)

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THE OPPORTUNITY COUNCIL FOR HOUSING CASE MANAGEMENT SERVICES, IN THE AMOUNT OF $363,876 (AB2013-389)
2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND THE OPPORTUNITY COUNCIL TO PROVIDE SHELTER PLUS CARE LEASING SPECIALIST SERVICES FOR LONG TERM RENTAL ASSISTANCE TO HOMELESS PERSONS WITH SERIOUS MENTAL ISSUES, IN THE AMOUNT OF $78,349, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $212,921 (AB2013-390)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A LEASE AGREEMENT BETWEEN WHATCOM COUNTY AND ANDREW AND NASTASHA MCDONNELL FOR THE SUNSET FARM RENTAL HOUSE LOCATED AT 7981 BLAINE ROAD, IN THE AMOUNT OF $1,075 PER MONTH (AB2013-391)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A GRANT AGREEMENT BETWEEN WHATCOM COUNTY AND WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR REIMBURSEMENT OF NPDES PHASE II EXPENSES, IN THE AMOUNT OF $170,000 (AB2013-392)

5. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO PURCHASE A REPLACEMENT REGENERATIVE SWEEPER THROUGH THE WASHINGTON STATE CONTRACT, FROM THE VENDOR, ENVIRO-CLEAN EQUIPMENT, IN THE AMOUNT OF $237,951.91 (AB2013-393)

6. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO PURCHASE FOUR REPLACEMENT 10-YARD DUMP TRUCKS FROM THE LOW BIDDER, KENWORTH NW, IN THE AMOUNT OF $776,456.38 (AB2013-394)

7. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND CATHOLIC COMMUNITY SERVICES FOR HOUSING CASE MANAGEMENT SERVICES, IN THE AMOUNT OF $144,050 (AB2013-395)

OTHER ITEMS

1. ORDINANCE AMENDING WHATCOM COUNTY CODE 6.04.150 IMPOUND, REDEMPTION AND DISPOSITION OF ANIMALS (AB2013-375) (9:44:03 PM)

Mann reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

Mann reported for the Finance and Administrative Services Committee and moved to adopt the ordinance. He moved to amend to remove $10,000 to Council for outside legal counsel.

The motion to amend failed by the following vote:

**Ayes:** Mann and Weimer (2)

**Nays:** Brenner, Crawford, Knutzen, Kershner and Kremen (5)

Kremen asked if $10,000 is enough to adequately represent the County.

Karen Frakes, Prosecutor’s Office, stated it is. She discussed it with outside legal counsel. The current balance is approximately $5,000 now. The $15,000 should get the County through the Court of Appeals.

The motion to adopt carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Knutzen, Kershner and Kremen (6)

**Nays:** Weimer (1)


Mann reported for the Finance and Administrative Services Committee and stated this item is held to December 10 at the request of the administration.


Mann reported for the Finance and Administrative Services Committee and moved to adopt the ordinance. He is not in favor of this item because he is not in favor of the direction emergency medical services (EMS) is moving in terms of who is providing services and the issues with the guardian ad litem (GAL) and court appointed special advocate (CASA) programs. He needs more information about those two systems and why the County is making that change before approving it. He’s fine with the rest of it.

Brenner stated she is disappointed with Mr. Hunter’s comments. She has been in the courts with CASA volunteers and with GALs on individual cases. She is impressed with CASA volunteers. Restorative Justice should help the County work on a CASA volunteer program. What Mr. Hunter said was mean-spirited by commenting on CASA the way he did. CASA volunteers are only interested in the kids. They are not paid for the service. The skills they learn are incredible. She’s not heard from anyone else that the CASA program is not working here.

Kershner stated the County staff is moving in this direction because no one who responded to the request for proposals (RFP) followed the format and directions. Two proposals were submitted with a higher per-hour rate than the County indicated it would
pay for. Those two rates submitted were the same. It’s illegal to price fix on government contracts. She urges anyone who submits contracts to the County make sure they don’t collaborate with other providers to increase the costs. She will support the motion. There are many other good things in this ordinance.

Brenner stated that this budget amendment includes $30,000 for the Council on Aging’s Meals on Wheels program. She wanted that amount to be higher, but will wait for a more comprehensive presentation. She’s heard the program has been hurting. She’s glad they’re putting more money into it.

Knutzen stated he’s also encouraged the County is spending money on the Meals on Wheels program and that the County has money to help fund the Bellingham and Ferndale senior centers. He will ask the other senior centers how their funding is going to see if there are ways the County can help fund programs throughout the county.

Kremen stated he also supports the motion. The County must unfortunately make up for federal and State funding reductions. The senior population is growing and are on fixed incomes. This is the worst time for the federal government to reduce the funding to programs like Meals on Wheels. He hopes the County comes up with additional funding for this. The need is great, and no one else is willing to do it.

Brenner stated there will be many more costs and less healthcare for seniors because of the Affordable Healthcare Act, which stole half the money from Medicare. There’s been no report about it in the media. The baby boomers are headed for bad times, and they deserve decent care.

The motion carried by the following vote:

**Ayes:** Brenner, Crawford, Knutzen, Kershner and Kremen (5)

**Nays:** Mann and Weimer (2)

5. RESOLUTION REQUESTING COUNCIL APPROVAL FOR THE PURCHASE OF THE LABOUNTY ROAD PROPERTY FOR THE PURPOSE OF CONSTRUCTING A NEW WHATCOM COUNTY JAIL AND SHERIFF’S HEADQUARTERS (AB2013-388) (9:57:25 PM)

Mann reported for the Finance and Administrative Services Committee and moved to approve the resolution. He respects many of the comments made tonight. He wants to implement restorative justice as much as possible. He wants a mental health court. Jail programs are very important. They know now they need a new jail and a place to put a new jail. This is a very good place for a new jail. The County has been talking about this for a while. It is not coming out of nowhere or being rushed. It’s a reasonable purchase. He hopes folks who spoke tonight stay engaged with the real work of designing the jail and jail programs. He supports the motion.

Brenner asked about another jail within a mile not being legal.

Bill Elfo, Sheriff, stated there is not another jail within a mile. The U.S. Border Patrol has a station with two holding cells to hold people for up to four hours before transport. It’s not a jail. He’s not familiar with a Ferndale ordinance or State law about two jails.
Brenner asked if bail amounts have gone up. Elfo stated the judges decide bail amounts based on the risk the person presents to the community and the risk they don’t appear in court. The Sheriff’s Office has nothing to do with that. They’ve seen deviations among the judges with how bails are set.

Brenner stated this deal is not done. She supports buying the property if the County includes a clause that the previous owner will be liable for any significant pollution found during the initial construction phase. She’s heard rumors for many years that illegal dumping was done there. She hopes that’s not the case. The County also has a drug court and hasn’t reduced funding for it.

Kremen stated the federal government reduced its funding.

Brenner stated the County didn’t reduce its funding for drug court.

Jack Louws, County Executive, stated there’s been a modest reduction in staffing, but drug court is fully operational and able to handle as many people who want and qualify for the program.

Brenner stated she’s been wanting a mental health court for years. She’s bipolar and has been around some very sick people. The mental health court will do more to save taxpayer money and have positive results for people who need to stay on their medication. She’s sympathetic to people who have a hard time with that, but they must have a robust mental health court. They are working toward that. Drug court is also an alternative. The County would have those programs whether or not there is a new jail. People keep saying it must be either a jail or programs, but there can be both. One proposal for the jail is to have separate areas for certain people who need services. She expects lots of help with the CASA program. She moved to add language to the purchase agreement that the previous owner will be liable for any significant pollution found during the initial construction phase.

Louws stated the attorneys for both parties stated it is too late to change the purchase and sale agreement. The County had a year to do its due diligence on the property, and completed its due diligence. The County’s State Environmental Policy Act (SEPA) official gave a good example this afternoon. Whatcom Environmental did test pit samples in different locations. Members of the community questioned the results of those studies and whether the site is without contamination. The County spent much money during the past months reaffirming the work done and doing new tests. Everything has come back clean. He recommends that the County move forward with the purchase and sale as agreed upon.

Brenner stated this is the most expensive purchase the County will make. She doesn’t question what the Executive believes. She doesn’t expect a problem, but include the clause just in case.

Knutzen stated that if there is illegal dumping, the previous owners would be responsible. There are many rumors. They’ve done a lot of studies.

Kremen stated he agrees with the intent of the amendment, and also agrees with Councilmember Knutzen. In this case, Councilmember Knutzen is correct. Whoever owned
the property would be responsible if pollution were found. Councilmember Brenner’s amendment is unnecessary.

Brenner stated the language in the agreement says the County is purchasing the property as-is. She’s heard concerns for the past 30 years. The person who owned the property is dead. She doesn’t know from whom they’d get reimbursed.

Kershner stated this is a hypothetical discussion. There’s no known pollution on the property.

The motion to amend failed by the following vote:

**Ayes:** Brenner (1)

**Nays:** Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (6)

Knutzen asked about reduced setbacks. He asked if any setbacks are proposed to be less than 300 feet from any adjacent property with any kind of housing. Louws stated the original Ferndale code required the setback at 350 feet. The City went through a public hearing and code change this summer and reduced the setback to 250 feet, with stipulations to add privacy screening and other features. The jail planner’s original footprint for the facility used the 350-foot setback, which works. However the 250-foot setback allows more design flexibility. The County will engage the designers when figuring out the exact setbacks to use the property most efficiently.

Brenner stated make sure the concerns of the neighbors are heard and incorporated into the design. She won’t support a design with setbacks of 250 feet.

The motion carried by the following vote:

**Ayes:** Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (6)

**Nays:** Brenner (1)

Louws thanked the Council for their vote. He’s pleased they have been able to work through this over the last two years. He looks forward to the next steps in terms of funding and designing.

Kremen stated this vote doesn’t mean the transaction is done. The County will have a lengthy public discussion about the proposed jail. It’s necessary that any correctional system in Whatcom County engage the Restorative Community Coalition. They must focus on alternatives to traditional incarceration, which doesn’t produce the results they would like for the community. Mental health court works. Many other successful programs can be used in conjunction with traditional incarceration to protect the community more effectively.

6. **DISCUSSION AND RECOMMENDATION TO COUNCIL (ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) REGARDING REPRESENTATION ON THE WRIA 1 PLANNING UNIT (AB2013-401) (10:19:14 PM)**

Knutzen reported for the Planning and Development Committee.

**Brenner moved** that the County appoint a member of the Flood Control Zone District Board of Supervisors to be a voting member of the Planning Unit. As such, the
Board of Supervisors has a lot to do with water quality, water quantity, stormwater, facilities, and other things. This is extremely important. Additionally, she would like County staff to serve the Planning Unit as a technical advisory position, not a voting position.

Kremen stated he supports Councilmember Brenner’s motion.

Mann asked if the Council has this authority.

Brenner stated it does.

Knutzen asked if the Council originally appointed people to the water resource inventory area (WRIA 1).

Mann stated it’s a State law.

Brenner stated it’s a local WRIA. The Council has the authority to appoint members to fill different water quality and water quantity slots.

Kremen stated he agrees, especially if they’re affiliated with the County.

Jack Louws, County Executive, stated he asks for an opportunity to run this by the legal team to determine what the Council can do regarding appointments to the Planning Unit. It was originally put together by the County and the Joint Board. The Planning Unit has its own process at this time. He would like to hold this until December 10.

Kremen stated it’s elementary and obvious that the County has every bit of authority to determine who is its official representative voting member on the Planning Unit. There is no question about that. He would like to vote on it this evening. There is no reason to defer action to the next meeting.

Louws asked if they are talking about representation of the County or the Flood Control Zone District.

Weimer asked if the motion is to replace the current County representative with a member of the Board of Supervisors.

Brenner stated she still wants Mr. Brueske to serve as a technical advisory member. They would still have one vote. She’s not trying to increase the votes.

Weimer stated he is against the motion. He supports Executive Louws’ request to wait and have a more robust discussion of this in December. Even Skip Richards said this would go to the Planning Unit in December because they had to vote whether or not to expand the Planning Unit. He doesn’t understand the legal implications of who can and can’t be on the Planning Unit. After sitting on the Planning Unit, he believes it makes more sense to have the professional water staff as the representative with constant input from councilmembers.

Mann stated nothing about the Planning Unit has been elementary, obvious, or easy to sort out. They’ve been struggling with a variety of disagreements over various iterations of the Planning Unit. He doesn’t care if the representative is a technical advisory member,
councilmember, or Board of Supervisors member. He doesn’t have a strong preference other than someone who the Council and Executive believe is a good representative. He doesn’t know if the intent was for a member of the executive branch or legislative branch to appoint the representative. That’s why he asked if the Council has this authority. On the face of it, it seems like the County should be able to appoint whomever they want. He would rather wait and get some clarity before they muddy the Planning Unit further.

Kershner stated she understands the request is to appoint someone from the Board of Supervisors as a government, not as the County. They would not take the County position.

Mann asked how that person would replace Mr. Brueske.

Kershner stated it wouldn’t replace Mr. Brueske.

Kremen stated Mr. Brueske would still participate and attend the meetings as a staff support person, not as the County representative. The position should be filled by a member of the Board of Supervisors because they represent the Planning Unit in total. They are the elected legislators. It shouldn’t be a staff person representing the executive branch. The executive branch has a seat on the Joint Board. The purpose of the Planning Unit is to be represented by the County to the Joint Board. It makes sense that it be an elected representative who is accountable to all the people of Whatcom County. It should be divorced from the Joint Board.

Brenner restated the motion that the Whatcom County Flood Control Zone District Board of Supervisors appoint a member to the WRIA Planning Unit as the voting member representing the Flood Control Zone District Board of Supervisors.

Weimer stated that with that motion, the County still has two votes on the Planning Unit.

Brenner stated she hopes to change that another time.

Weimer stated it may take two motions. One Council motion would remove the County representative.

Brenner stated that’s a different issue.

Weimer stated they’re adding another voting member.

Kremen stated the intent is to be a voting member representing the Board of Supervisors and the County. That would be only one vote.

Brenner accepted Councilmember Kremen’s suggested intent as a friendly amendment.

Kershner stated there are two different governments. She doesn’t think they can take one vote.

Brenner stated they need to just vote for the Board of Supervisors.
Kershner stated they need a clarification of whether there would be two voting members if they appoint a Supervisor and whether the Planning Unit needs to approve the membership.

Brenner stated they don’t approve the membership.

Kershner stated that was a question that was asked. If they are going to get clarification, get all the questions answered on December 10.

Brenner stated she is certain that the different groups decide who will represent them. No one else has anything to do with that.

Kershner stated wait two weeks to find out the answers to how this might work.

Brenner stated vote tonight. They can get more information for Chris Brueske’s representation, which is a different issue. She wants to get that clarified. She’s fine getting more information on all of this. She wants to vote on this. She amended and restated the motion for the Board of Supervisors to appoint a Board member to the Planning Unit to represent the Board of Supervisors.

Kremen moved to hold in Council to December 10.

The motion to hold carried by the following vote:
Ayes: Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (6)
Nays: Brenner (1)

7. RESOLUTION IDENTIFYING 2014 AND 2015 SALARIES AND BENEFITS FOR WHATCOM COUNTY COUNCILMEMBERS (AB2013-400) (10:35:47 PM)

Mann moved to approve the resolution.

Brenner stated these salaries were recommended by the Salary Commission, which the public created by vote.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

INTRODUCTION ITEMS

(10:36:32 PM)

Brenner moved to accept the Introduction Items.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)
1. ORDINANCE CLOSING YEW STREET ROAD PROJECT BUDGET FUND 335 (AB2013-397)

2. ORDINANCE CLOSING LINCOLN ROAD PROJECT BUDGET FUND 336 (AB2013-398)

3. ORDINANCE AMENDING THE 2013 WHATCOM COUNTY BUDGET, FIFTEENTH REQUEST, IN THE AMOUNT OF $2,968 (AB2013-399)

4. ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, THIRD REQUEST, IN THE AMOUNT OF $326,000 (AB2013-402)

OTHER BUSINESS

(10:37:01 PM)

Brenner stated she wants a discussion on economic development investment (EDI) money for the West Bakerview project at the next Council meeting. If the stormwater facilities are needed now for the development that already exists, she supports the project. If the project is to build more stormwater facilities for future development, she does not support the project. She needs more information on whether they should reconsider the Council’s previous vote. This project is supposed to be for existing stormwater problems.

Crawford stated it is not for existing stormwater problems. The development there today has stormwater treatment that is required for that development that is permitted today. The stormwater project is for things coming up.

Brenner moved to reconsider the approval of a request by the City of Bellingham for EDI funding 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 (AB2013-319).

Crawford stated the Bellingham Mayor was quoted in the newspaper as saying the City has no other funding alternative for the project. City Public Works staff Ted Carlson told the Transportation Improvement Board that the City will fund the project one way or another. Mr. Carlson talked about the City’s stormwater utility fund and bonding scenarios. The County informed the City that the County needs more traffic information to move forward with the project. The State is not ignoring the issues and will watch this closely. It’s not timely right now make a decision and have a vote on whether or not to fund it. The merits of the project stand on their own, and the EDI funds are appropriately used for that project. They’ve all said they want more information. They can progress when the City presents that information.

Jack Louws, County Executive, stated the Council instructed the administration to put the contracts together, which it’s doing. The City is aware of the request for more traffic information. When the contracts come forward to the Council, the City will have to give an expanded explanation of traffic in the area. He suggests waiting until the City of Bellingham provides its traffic information.
Kremen stated he would like the administration to have information on any transportation improvements that may be needed to accommodate the projected development in the Bakerview area that will impact County infrastructure. Get a commitment from the City of Bellingham that it will pay for that infrastructure.

Crawford stated there is a question of whether they can use traffic impact fees for projects outside the municipality.

Kremen stated they can use their general fund money. This is County taxpayer money that they are shifting into the city of Bellingham. The County has already allocated $1.1 million to the City for the waterfront redevelopment. Unincorporated residents are paying the cost of infrastructure that will generate revenue for the City. If the City wants that revenue, they must pay for the infrastructure that will adversely impact other jurisdictions.

Kershner stated the County could be allocated a portion of the revenue the City receives.

Crawford stated it’s appropriate at this point to wait. The City will request the money. The City is aware of the County’s concerns and request for more information. The Mayor of Ferndale expounded on some of those concerns. The County doesn’t need to do anything until the City takes action.

Brenner stated she’s hearing concerns from Bellingham residents, too. The County has made its concerns known. She supports reconsideration of the decision.

Mann stated the Mayor is not taking it for granted that the County will approve the funding.

Brenner amended her motion and moved to schedule a discussion in two weeks about reconsidering the item. She can schedule a discussion in the Public Works, Health, and Safety Committee or the Committee of the Whole.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Knutzen, Kershner and Kremen (5)

**Nays:** Crawford and Weimer (2)

REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS

(10:54:23 PM)

Kershner reported that she wishes everyone a Happy Thanksgiving. This is the 150th anniversary of the first official Thanksgiving.

Mann reported that he emceed a hospice fund raiser and attended a gala for the Domestic Violence and Sexual Assault Services (DVSAS). Both organizations raised twice what they raised the year before.
Knutzen reported he attended a Puget Sound Partnership Board meeting. More stormwater money will be distributed. He hopes the County takes advantage of it.

**ADJOURN**

The meeting adjourned at 10:56 p.m.

The Council approved these minutes on ______________, 2014.

**ATTEST:**

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Kathy Kershner, Council Chair

______________________________
Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Kathy Kershner called the meeting to order at 7:01 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:02:43 PM)

Present:   Barbara Brenner, Ken Mann, Sam Crawford, Bill Knutzen, Kathy Kershner, Carl Weimer and Pete Kremen.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS  (7:03:43 PM)

Kremen presented Councilmembers Kershner and Knutzen with Certificates of Appreciation for their service as Whatcom County Councilmembers. He stated serving the public is difficult and takes much personal time.

Councilmember Knutzen served on the Council with integrity and as an advocate for the agricultural community. They are losing his knowledge and a steadfast supporter of the agricultural community.

Councilmember Kershner is a naturally skilled public official. She has served as the Council Chair adeptly and gracefully. He has high regard for her. He read the certificates for Councilmembers Kershner and Knutzen.

MINUTES CONSENT  (7:10:25 PM)

1. REGULAR COUNTY COUNCIL FOR NOVEMBER 12, 2013

Brenner moved to approve the minutes.

The motion carried by the following vote:

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

Nays: None (0)

OPEN SESSION
The following people spoke:

- Greg Brown submitted a handout (on file) and spoke about the following agenda items from the day’s committee meetings: the Agriculture Watershed pilot project (AB2013-080A), the contract for legal counsel (AB2012-422C), and the purchase of replacement pickup trucks (AB2013-413 and AB2013-414), and thanked Councilmembers Knutzen and Kershner.
- Daylene Weidkamp spoke to thank Councilmembers Kershner and Knutzen for their service to Whatcom County and integrity during their campaigns.
- Melody Kirk spoke to thank councilmembers for standing up for the county citizens.
- Ray Baribeau spoke to thank the councilmembers for their work on the process to build a new jail.

CONSENT AGENDA

Mann reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through eight, ten through 23, 27, and 28.

Kershner stated item 24 was withdrawn from the agenda.

Brenner withdrew items 11, 12, and 28.

Knutzen referenced item ten and stated he’s disappointed the federal government is cutting funding for the research on the digester program in Whatcom County, while they are pouring money into green energy, which isn’t progressing. The product in Whatcom County has made immense progression and technological advances, but is not being rewarded. It’s disappointing they are subsidizing wind energy in the amount of $52 per megawatt, but can’t find the funding for something making as much progress as the digesters in Whatcom County. It’s a great product. Cooperative Extension has been invaluable helping with those things.

The motion to approve Consent Agenda items one through eight, 10, 13 through 23, and 27 carried by the following vote:

Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

1. REQUEST APPROVAL OF THE CORRECTIONS DEPUTIES AND SERGEANTS COLLECTIVE BARGAINING AGREEMENT (AB2013-404)

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ACCEPT SUN LIFE STOP-LOSS POLICY FOR INSURANCE PROTECTION FOR THE SELF-INSURED MEDICAL PROGRAM FOR 2014 (AB2013-405)
3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO APPROVE A SETTLEMENT AGREEMENT EXTENDING THE INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS AND INLANDBOATMEN’S UNION OF THE PACIFIC COLLECTIVE BARGAINING AGREEMENT (AB2013-406)

4. RESOLUTION ORDERING THE CANCELLATION OF ACCOUNTS RECEIVABLE MORE THAN A YEAR OLD (AB2013-407)

5. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT ADDENDUM BETWEEN WHATCOM COUNTY AND DR. STUART ANDREWS FOR PHYSICIAN SERVICES AT THE WHATCOM COUNTY JAIL AND WORK CENTER, IN THE AMOUNT OF $7,747.50, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $23,775 (AB2013-408)


7. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND BENNETT ENGINEERING, LLC FOR CEDARVILLE AND Y ROAD LANDFILL MONITORING SERVICES, IN THE AMOUNT OF $28,075, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $132,410 (AB2013-410)

8. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND WHATCOM BUILDERS, INC. FOR CONSTRUCTION OF HOVANDER TRAIL, IN THE AMOUNT OF $37,740.99, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $153,184.99 (AB2013-411)

9. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND VAN NESS FELDMAN GORDON, ATTORNEYS AT LAW FOR LEGAL REPRESENTATION, IN THE AMOUNT OF $10,000, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $100,000 (AB2012-422C)

Mann reported for the Finance and Administrative Services Committee and moved to approve the request. He is against the motion. He doesn’t want to pay Seattle attorneys to represent the County before the County has a chance to sit down with the folks to find out what they want.

Brenner stated they had every opportunity to sit down with anyone they wanted. Once the County says it’s not going to do something, it is not able to negotiate anything because the deadline goes by. This is one of the most important issues she’s ever dealt with on the County Council. It deserves to be appealed. More than half the people in Whatcom County could be affected, and many of them don’t realize it. The County has tried very hard to make water quality better and have sustainable water quantity. The same group of people are appealing everything the County does. The Hearings Board shouldn’t
act politically, but it does. Instead of saving money, it’s just created another level of lawsuit. She’s willing to compromise, but not on water for people. People deserve to be able to use their water and should not have to prove their drinking water isn’t causing problems. She supports the possibility of tightening things up. It’s outrageous that the Hearings Board can determine whether they can use water in Whatcom County.

Knutzen stated he agrees with Councilmember Brenner. The United States was formed because of taxation without representation. The rural folks count on the County to represent their interests. That’s what they’re doing. They can’t afford to get an attorney and sue. He supports the motion. Fight for the folks in the county who will be affected by this.

Weimer stated he is also against the motion. He agrees with Councilmember Mann that they haven’t talked with the people who are challenging this. When the Growth Management Hearings Board made its ruling, it listed many things the County can do to address the issues. The County hasn’t begun to address any of those things, and many of those things are far short of the concerns about taking away rights to use water. The local people may be willing to come to a settlement that stops far short of affecting people’s ability to use their water. If they continue to push this through the court, they could end up with a court decision that requires the County to do that. It’s better to talk to these people now rather than let the court set something in stone that might have a negative effect on people throughout the county.

Brenner stated she supports talking to the people who are suing the County. Once the deadline goes by, the County has nothing to negotiate with. It would be nice if Councilmembers Weimer and Mann talk to them and bring forward information.

Mann stated it’s not fair to criticize him for failing to bring forward a mediation when everyone else except Councilmember Weimer said it was a bad idea and they wouldn’t support it. His interpretation of the lawsuit is different. It isn’t a question of fighting for rural folks and their water rights. It will come short of that level of enforcement. There are easier things to do. He’d rather fund the Planning Unit with this kind of money so they can get a comprehensive water solution in place.

Brenner stated she didn’t suggest that Councilmember Mann put together a mediation. Councilmember Mann knows the people and agrees with them. He could talk to them to give the Council some idea of what they want. She would still support this motion. The County must not lose its ability to appeal.

Mann stated he doesn’t necessarily agree with them. The Hearings Board overstepped. This action isn’t the solution to this adversarial relationship that he would recommend. He’s been saying that all along.

Kremen stated he is in favor of the motion. This issue came up at a recent Washington State Association of Counties Legislative Steering Committee meeting. Every county at the meeting said they adamantly wanted Whatcom County to continue the appeal. This may adversely affect all counties in the state. The decision of the Growth Management Hearings Board was overreaching. Whether or not there could be successful mediation with the litigants is not the primary issue. This is about the Growth Management Hearings Board, which is only accountable to the Governor. It is not accountable to the people. The
members are appointed and have far too much power for any unelected official. Their
decision and others like it go beyond their authority. It’s a significant problem for the entire
state. Whatcom County must continue the appeal of the Hearings Board decision.

The motion carried by the following vote:

Ayes: Brenner, Crawford, Knutzen, Kershner and Kremen (5)

Nays: Weimer and Mann (2)

10. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN
AMENDMENT TO A MEMORANDUM OF AGREEMENT BETWEEN WHATCOM
COUNTY AND WASHINGTON STATE UNIVERSITY FOR JOINT SHARING OF
COSTS FOR FACULTY POSITIONS IN WSU EXTENSION, IN THE AMOUNT OF
$113,542, FOR A TOTAL AMENDED AGREEMENT IN THE AMOUNT OF
$1,138,542 (AB2013-412)

11. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AWARD BID 13-95
FOR REPLACEMENT PICKUP TRUCKS TO THE LOW BIDDER, BUD CLARY OF
MOSES LAKE, IN THE AMOUNT OF $263,688.81 (AB2013-413)

Mann reported for the Finance and Administrative Services Committee and moved
to approve the request. More information has come forward.

Brenner stated the information from the Public Works Department she received
today was not much help. She wants information on whether the new trucks are more
energy efficient. The mileage on the old trucks is low and County maintenance is very
good. She is against the motion.

Kremen stated there is a concern that a dealership in Moses Lake received the bid.
There is a reason it did. That particular dealership was awarded the State contract. It’s
almost impossible to beat that State contract. Many other dealers around the state don’t
even bid because they know they can’t be competitive.

Brenner stated they can beat the State contract by not using it.

The motion carried by the following vote:

Ayes: Crawford, Knutzen, Kershner, Weimer and Kremen (5)

Nays: Brenner and Mann (2)

12. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AWARD BID 13-96
FOR REPLACEMENT SMALL PICKUP TRUCKS TO THE SOLE BIDDER, BUD
CLARY OF MOSES LAKE, IN THE AMOUNT OF $87,950.37 (AB2013-414)

Mann reported for the Finance and Administrative Services Committee and moved
to approve the request.

Brenner stated she is against the motion for the same reason as the previous agenda
item.

The motion carried by the following vote:

Ayes: Crawford, Knutzen, Kershner, Weimer and Kremen (5)
Nays: Mann and Brenner (2)

Jack Louws, County Executive, stated the maintenance and replacement schedule was amended and extended last year, which saved over $1 million. If the Council wants to discuss changing it again next year, he’s willing to do that.

Brenner stated extend the mileage further and save more money. It’s possible to keep older vehicles in shape. It’s insulting to the taxpayers. The maintenance and operations department keeps the vehicles in good condition. People who buy County equipment at auction pay almost nothing.

13. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AWARD BID 13-98 FOR CARDLOCK FUEL SERVICE TO THE SOLE BIDDER, REISNER DISTRIBUTOR, INC., IN THE AMOUNT OF APPROXIMATELY $400,000 (AB2013-415)

14. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND ARAMARK CORRECTIONAL SERVICES, LLC FOR JAIL FOOD SERVICE, IN THE AMOUNT OF $1.114 PER MEAL (AB2013-416)

15. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND NORTHWEST REGIONAL COUNCIL TO OVERSEE THE JAIL HEALTH PROGRAM, IN THE AMOUNT OF $1,151,666 (AB2013-417)

16. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND LYDIA PLACE FOR CASE MANAGEMENT AND SUPPORT SERVICES TO INDIVIDUALS RECEIVING SUBSIDIES THROUGH THE WHATCOM HOMELESS SERVICE CENTER IN AN AMOUNT NOT TO EXCEED $113,997, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $396,992 (AB2013-418)

17. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND WHATCOM CENTER FOR EARLY LEARNING FOR SUPPORT SERVICES TO PARENTS OF CHILDREN WITH DEVELOPMENTAL DISABILITIES AND DELAYS, IN AN AMOUNT NOT TO EXCEED $37,620 (AB2013-419)

18. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND OPPORTUNITY COUNCIL TO OPERATE THE WHATCOM HOMELESS SERVICE CENTER, IN AN AMOUNT NOT TO EXCEED $937,201 (AB2013-420)

19. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND NORTHWEST YOUTH SERVICES TO PROVIDE CASE MANAGEMENT AND SUPPORTIVE SERVICES TO THOSE INDIVIDUALS RECEIVING RENTAL SUBSIDIES, IN AN AMOUNT NOT TO EXCEED $61,928, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $247,712 (AB2013-421)
20. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND MT. BAKER FOOTHILLS CHAMBER OF COMMERCE FOR PROMOTION AND OPERATION OF THE MT. BAKER FOOTHILLS VISITOR INFORMATION CENTER, IN THE AMOUNT OF $80,000 (AB2013-422)

21. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND CHRISTINE PHELAN, MA, CMHS, LMFT FOR MENTAL HEALTH TREATMENT SERVICES, IN AN AMOUNT NOT TO EXCEED $20,000 (AB2013-423)

22. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND ARAMARK CORRECTIONAL SERVICES, LLC TO PROVIDE COMMISSARY SERVICES FOR THE WHATCOM COUNTY JAIL AND WORK CENTER (AB2013-424)

23. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A JOINT LEASE AGREEMENT BETWEEN WHATCOM COUNTY AND THE PORT OF BELLINGHAM AND THE CITY OF BELLINGHAM FOR THE PURPOSE OF HOUSING AN EMERGENCY OPERATIONS CENTER, IN THE AMOUNT OF $100,000 (AB2013-425)

24. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND THE CITY OF BELLINGHAM AND THE PORT OF BELLINGHAM FOR THE PURPOSE OF ENSURING CONSISTENCY IN DELIVERY OF ECONOMIC DEVELOPMENT SERVICES, IN THE AMOUNT OF $405,000 (AB2013-426)

25. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND FIRE PROTECTION DISTRICT 7 FOR THE PROVISION OF ALS SERVICES, IN THE AMOUNT OF $4,040,374 (AB2013-427)

Mann reported for the Finance and Administrative Services Committee and moved to approve the request. He is against the motion. He has been opposed to segregating the Medic One system from the beginning. He gives credit to everyone involved for coming up with this plan going forward, which will be adequate. Moving toward a more disintegration of the system is the wrong direction. It’s a philosophical objection.

Brenner stated she supports the motion. She’s impressed and pleased that the Fire District 7 and City firefighters agree on this. The County keeps this an integrated system. That’s the way it should be. They are going to have to use different fire districts to respond to areas far out in the county. They’ve come to a solution everyone can handle.

The motion carried by the following vote:
Ayes: Brenner, Crawford, Knutzen, Kershner, Weimer and Kremen (6)
Nays: Mann (1)
26. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN 
INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND THE CITY OF 
BELLINGHAM FOR THE PROVISION OF ALS SERVICES, IN THE AMOUNT OF 
$15,371,865 (AB2013-428)

Mann reported for the Finance and Administrative Services Committee and moved 
to approve the request. He is against the motion for the same reason as the previous 
agenda item.

The motion carried by the following vote:
Ayes: Brenner, Crawford, Knutzen, Kershner, Weimer and Kremen (6)
Nays: Mann (1)

27. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A 
CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND BAYSIDE 
PATHOLOGY TO EXTEND EXISTING MEDICAL EXAMINER SERVICES FOR TWO 
MONTHS, IN THE AMENDED AMOUNT OF $68,658, FOR AN AMENDED 
CONTRACT IN THE AMOUNT OF $2,333,589 (AB2013-429)

28. REQUEST COUNCIL CONFIRMATION FOR SECOND YEAR EXTENSION OF THE 
INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELLINGHAM, WHATCOM 
COUNTY, AND THE PORT OF BELLINGHAM FOR THE PROVISION OF 
PROFESSIONAL SERVICES RELATED TO GOVERNMENT AFFAIRS (AB2013-
258B) (7:44:11 PM)

Mann reported for the Finance and Administrative Services Committee and moved 
to approve the request.

Brenner stated this is for a lobbyist, and Councilmember Kremen is able to perform 
the same service with all his connections in Olympia. She is against the motion.

Kremen stated he could augment the work of a lobbying group. He has concerns 
about the ratio of costs shared by the Port, City, and County. Conflicts exist that make it 
difficult for the same group to represent all three entities, because the three entities don’t 
always share the same position on the same issue. A paid lobbyist could be beneficial. 
There is value from partnering with the Port and City, but the County is not adequately 
served by one single lobbying group representing all three. He’s reluctantly willing to 
approve it for one more year to support the Executive and his staff. If the results are as 
mediocre as they were for 2013, he will no longer support the arrangement and suggest the 
County hire its own lobbyist for the same amount of money the County contributes to the 
joint venture. He could be of value in Olympia, but is not in the position to take on the 
duties of a lobbyist, and he has no desire to do that beyond representing the Council on the 
Washington State Association of Counties Legislative Steering Committee.

Brenner stated any elected official can go to Olympia and lobby on behalf of the 
County. They didn’t get anything out of the contract this year. They can do as well or 
better if councilmembers lobby.

Jack Louws, County Executive, stated the lobbying agreement is in his benefit. By 
not having a full time deputy administrator, his time is focused on what is going on in
Whatcom County. This agreement may seem disproportionate to the amount the County contributes, but the agreement provides a way to address any disagreements in policy. If the County hires his own lobbyist, he will still discuss those issues with the Bellingham Mayor to be transparent. This arrangement works out well for him. He is able to find out what is going on in Olympia weekly. The last legislative session was more about protecting what the County already has and preventing any damage from the State. He asked for Council’s support. He may bring forward new ideas next year about his role and his office’s role in County government. It’s important to have someone in Olympia working on the County’s behalf. It helps the County to work productively with the City and Port.

Brenner stated working without a lobbyist shouldn’t interfere with the County’s productivity with the City and Port. She would like to know the exact amount Mr. Desler earns. She suspects it will end up being the same amount or more.

The motion carried by the following vote:
Ayes:  Mann, Crawford, Kershner, Weimer and Kremen (5)
Nays: Knutzen and Brenner (2)

OTHER ITEMS

1. ORDINANCE CLOSING YEW STREET ROAD PROJECT BUDGET FUND 335 (AB2013-397) (7:56:36 PM)

Mann reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

2. ORDINANCE CLOSING LINCOLN ROAD PROJECT BUDGET FUND 336 (AB2013-398) (7:57:14 PM)

Mann reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

3. ORDINANCE AMENDING THE 2013 WHATCOM COUNTY BUDGET, FIFTEENTH REQUEST, IN THE AMOUNT OF $2,968 (AB2013-399) (7:57:40 PM)

Mann reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)
4. ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, THIRD REQUEST, IN THE AMOUNT OF $326,000 (AB2013-402) (7:58:08 PM)

Mann reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

5. RESOLUTION REGARDING A BOUNDARY LINE ADJUSTMENT BETWEEN WHATCOM COUNTY AND DOROTHY COPP (AB2013-403) (7:58:54 PM)

Mann reported for the Finance and Administrative Services Committee and moved to approve the resolution.

Crawford asked the costs to Ms. Copp.

Mike McFarlane, Parks and Recreation Department, stated the price for sale is listed in the resolution. She is responsible for other costs including the survey and boundary line adjustment costs.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Knutzen, Kershner, Weimer and Kremen (7)
Nays: None (0)

6. RESOLUTION REQUESTING AUTHORIZATION FOR THE ACQUISITION OF 1500 N. STATE STREET BUILDING AND PROPERTY (AB2013-368)

The administration withdrew this item from the agenda and it is held in committee.

7. 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) (8:00:34 PM)

Mann reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Brenner, Crawford, Knutzen, Kershner, Weimer and Kremen (6)
Nays: Mann (1)

Jack Louws, County Executive, stated he thanks the Council, fire chiefs, his staff, Dewey Desler, and others for all their help on this issue. He hopes to resolve this issue for some time. There are still funding challenges that the community will have to deal with. He
looks forward to working with the Technical Advisory Board and Oversight Board to provide some direction. This ordinance will benefit the community. It’s not perfect, but will allow them to move forward with providing this service to Whatcom County. He will engage the community in the next two or three years to put this service on track financially.

8. DISCUSSION AND RECOMMENDATION TO COUNCIL (ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) REGARDING REPRESENTATION ON THE WRIA 1 PLANNING UNIT (AB2013-401) (8:04:15 PM)

Brenner reported for the Public Works, Health, and Safety Committee and moved to approve the Council having representation on the water resource inventory area (WRIA) 1 Planning Unit.

Crawford stated County Prosecutor Dan Gibson reinforced his position from his letter, which said the 1999 rules apply on how this committee is made up.

Brenner stated that’s not what Mr. Gibson said. He said this was belated, and if they are going to make changes, they need to get all the governments involved. This would just be a change within Whatcom County government.

Karen Frakes, Prosecutor’s Office, stated she spoke with Prosecutor Dan Gibson, and he stands by his position in his email that the action proposed is not appropriate. Revised Code of Washington (RCW) 90.82.060 clearly say that the action proposed isn’t appropriate at this time.

Brenner stated that statement is vague. They are not changing the membership of the Planning Unit. Now, an administrative staff person is a voting member of the Planning Unit. Instead, an elected official who answers directly to the public would represent Whatcom County on the Planning Unit. The staff person would still be there as a technical advisor. The same amount of people would represent Whatcom County to influence the decisions of the Planning Unit.

Kremen stated Ms. Frakes is correct in that Mr. Gibson was firm in his opinion. He also heard Mr. Gibson say that nothing prevented them from making changes. He got mixed messages from Mr. Gibson today. It seems like after the meeting concluded, he had a change of heart.

Weimer stated Mr. Gibson said that there were a number of agreements in 1999 among the initiating governments. Those agreements said the initiating governments would appoint the technical and professional staff. Nothing precludes the Council from asking the initiating governments to change the membership to allow an elected official, but that’s not the motion. The motion is just to do it. The motion would need to change to ask the initiating governments to allow a councilmember to serve instead of the professional staff.

Mann stated he didn’t hear mixed messages from Mr. Gibson. Mr. Gibson said there is a lack of clarity and vagueness in the law. The County should have a right to appoint whom it wants on the Planning Unit. They would be safer to go through the Joint Board, let them know the Council’s intent, and get their approval. If the Council doesn’t get that, it can reconsider doing it anyway. Mr. Gibson didn’t provide mixed messages. He was
consistent saying the history is to appoint a staff person, but there is a lack of clarity that allows them to do otherwise.

Jack Louws, County Executive, stated he agrees with Councilmember Weimer. The County signed an agreement in 1999 as a member of the initiating governments, which says clearly that the representatives of the initiating governments will be technical qualified staff persons. That’s the way it has been from 1999 until now. If the motion is going to be made, it would be appropriate for the Council to ask to amend the 1999 interlocal agreement to allow a councilmember to serve as a representative. The Council passed a resolution a few months ago that asked the Planning Unit to be advisory to the Council. He asked if the Council wants a voting member on an advisory committee that will report back to the Council on decisions the Council will make. The County must ask the initiating governments for permission to make this change.

Brenner stated keep the technical professional staff on the Planning Unit. Nothing says that is the only person who can be the County’s vote. Keeping the membership the way it is works well for the Executive. It doesn’t work well for some councilmembers. The Council is supposed to be a check and a balance to the administration. It’s hard to do that when the Council’s representative on the board is an administrative staff person. The Council doesn’t have to get permission from anyone as long as they keep one vote for Whatcom County. Chris Brueske does a great job and should stay involved as technical assistance. That doesn’t preclude the County from having an elected official on the Planning Unit. She can see how Executive Louws likes it the way it is.

Louws stated Councilmember Brenner is making a statement he doesn’t necessarily agree with. It is what it is. It’s not about whether he likes it. Mr. Brueske is taking a new position outside of County employment soon. He’s been a true gentleman to work with and very professional in how he handles his duties. He’s done a fantastic job. They are in the process of replacing the position.

Crawford stated he is against the motion. He’s trying to figure out what problem they’re trying to solve. Dr. Roll served the position for many years. Whenever a policy was being discussed, Dr. Roll always fully informed the Council and solicited information on the Council’s concerns. Dr. Jon Hutchings did the same. Chris Brueske could also do the same. This is a lot of technical stuff. It may have been more technical back in the days of trying to come up with the modeling. A lot of that work has been done now. He was thankful for all those years the County had Dr. Roll. His support of the Planning Unit recently is partly based on how well the Planning Unit worked in the past. Some folks are disappointed that not every outcome anticipated was realized. There is still work to do, but they have collected a lot of data and information. The interaction between the Council and the work being done was strong. He’d like to see that continue.

Brenner stated she’s doesn’t recall Councilmember Crawford attending any of the meetings. She’s been at all the meetings. The members are always asking her questions. It helps to have a member of the Council there to answer their questions. She plans to attend the meetings as much as she can. It’s been an asset for the Planning Unit to have her available to answer questions.
Kremen stated water issues have been a high priority in Whatcom County. This position is critical. He hopes the administration does a thorough search. It’s important that a councilmember who is accountable to the people be a representative on the Planning Unit.

Brenner restated the motion that the Whatcom County Council appoint a councilmember representing Whatcom County to serve as a decision maker on the Planning Unit.

The motion failed by the following vote:

Ayes: Brenner, Kremen and Knutzen (3)

Nays: Mann, Crawford, Kershner and Weimer (4)

Kershner stated she would consider a motion to ask the initiating governments to allow them to change the agreement.

Brenner asked if Councilmember Kershner feels it’s appropriate for County government to not be able to appoint its own representative without agreement of the other jurisdictions. She has a problem with that.

Kershner stated there is an interlocal agreement that says representation is a technically qualified staff person. To change the agreement, they must request a change in the interlocal agreement.

Kremen moved to request that the initiating governments allow the County representative on the Planning Unit be a member of the County Council.

Brenner stated councilmembers are elected by the public. She’s concerned about allowing other jurisdictions tell the County who can or can’t be the County’s representative.

Mann stated that is in a contract.

Brenner stated the contract doesn’t preclude the Council appointing a decision-maker as well as the technical professional.

Mann stated vote for the motion and cooperate on the agreed-upon details of the interlocal agreement and past procedure. If it works, great.

Crawford stated he won’t vote for it because he doesn’t have a clear picture of what problem is being solved. He read the letter from Mr. Brown about his concerns regarding instream flows. He’s had enough experience with this group to know that if the Planning Unit were ever to get to the point of determining instream flows, which is very far down the road and extends in to the County Council’s involvement, the concern is moot. He supports having the best and brightest technical staff representing Whatcom County. The best and brightest from the other agencies are there also. The points of view and contributions from any one councilmember on the Planning Unit may be very different from other councilmembers. This process is big and clunky, but it works. The Bellingham Mayor authored the legislation to make this happen. The councilmember participating in the Planning Unit will have to spend a lot of time and energy with the group and the materials. He wonders who will do that. He doesn’t know what is broken about the current process.
Kremen stated that what is broken is that there is no longer a representative. When the Executive appoints someone, the individual won’t be that well-versed in water issues. The Planning Unit deals with public policy, which is the purview of the legislative body, not the executive branch of government. It’s more appropriate that the legislative body have a representative on the Planning Unit than a representative of the executive branch.

Louws asked if the Council wants the councilmember to be a consensus member.

Kremen stated that is correct. It doesn’t preclude including County technical support staff for technical advice, recommendations, and expertise. He hopes they will appoint an individual who possesses those qualities.

Louws asked what has changed from 1999, when Councilmember Kremen, as County Executive, signed the agreement to assign an administrative staff person to the Planning Unit.

Kremen stated the difference is that the Council gave him the ability to make the decision. If the Council expressed resistance, he would have been receptive to the wishes of the legislative body.

Louws stated he will be receptive to the legislative body also. The Planning Unit representative and relationship with the initiating governments is complex. The Planning Unit must come up with a work plan and present it to the initiating governments for funding. There isn’t a clear vision of where they’re going at this particular time. If the Council chooses to put a representative on the Planning Unit, it will help him figure out where they’re going. The administration will hire the best person possible for the position of Assistant Director in the Public Works Department. He is happy to ask for the change from the initiating governments. The Council and Executive must work together on long- and short-term plans regarding water issues.

The motion carried by the following vote:

Ayes: Brenner, Mann, Knutzen, Kershner and Kremen (5)

Nays: Crawford and Weimer (2)

OTHER BUSINESS (8:39:03 PM)

WHATCOM COUNTY AGRICULTURAL-WATERSHED PILOT PROJECT PRESENTATION AND UPDATE ON PROGRESS IN THE PROJECT TO DATE (AB2013-080A)

Weimer reported for the Natural Resources Committee.

Crawford moved that this project be put on hold until this review committee is restructured to include a majority of large acreage landowners currently engaged in active farming in Whatcom County, including representatives of the potato, berry, and dairy industries.

Weimer stated he is against the motion. There was misunderstanding about the use and function of the review committee. It isn’t a committee that votes on things. They listen to and provide a broad spectrum of information. Farm Friends indicated that there is
good representation from all those industries as board members of Farm Friends, which is very aware of and supports this project. The motion is unnecessary and slows down this grant opportunity that could provide good incentive solutions that might help avoid more regulations.

Crawford stated the majority of review board members are government agency representatives. There are a few farmer names, but not many. The two citizen members are constantly litigating against the County and conducting themselves in a way that doesn't make it appropriate for them to be on a review committee of agricultural land policy. If they had a track record of working with the County and supporting the Council's goals, he could understand it. They have cost the County hundreds of thousands of dollars in litigation. This is about creating incentives for environmental protection on agricultural land. It's not right they should be on a committee trying to determine what those incentives are, particularly when the committee is under-represented by people who will be most impacted, the large acreage farmers. The motion is not to stop the process. The merits of the program are good. Government should create incentives. To make the program workable, it needs strong participation and representative of the people who will be impacted. He wants to ensure that the majority of folks in this review group are large acreage land owners that will be impacted by this program.

Kershner asked how the review group was selected.

Crawford stated anyone who said they would attend are in the group.

Brenner stated they don't know who was invited.

Crawford stated there wasn't a selection process. People who responded were allowed to participate. He's concerned that many who would be impacted aren't aware this exists. The real question is whether the group can come up with workable ideas rather than theoretical ideas. People who work the land would provide a reality to the table.

Brenner stated the three large property farmers that Councilmember Crawford was concerned about, who are Polinder, Mayberry, and Bedlington, are all members of Farm Friends and kept informed by Farm Friends. They don't have time to participate themselves. Henry Bierlink works for them. A number of large property farmers are aware of this through Farm Friends. She doesn't want to hold this up. She would like to know who was invited to participate. The review committee representation is lopsided, but she doesn't see the large property farmers getting more involved than they are through Farm Friends.

Mark Personius, Planning and Development Services Department, stated the committee includes 13 members that include citizen and agency personnel. They are selected for expertise or interest in watershed or agriculture. When the process was put together, staff solicited folks who may be interested via email, outreach, the Agricultural Advisory Committee, Purchase of Development Rights (PDR) Committee, Farm Friends, and the Conservation District. At least four farmers were specifically invited to participate but declined due to lack of time. Of the 13 committee members, six represent the agricultural community. They're not necessarily all farmers. Staff welcomes suggestions from Council to add specific members. Most farmers don't have the time to commit to this.
Brenner stated the two citizen slots should be more diverse. Both citizens have exactly the same perspective. There should be a balance. Personius stated he agrees. Because the project melds watershed planning and agricultural management, it must also include environmental interests as well as agencies, public interests, and agriculture.

Kershner asked how they expect the farm community to participate in the program if they don’t even have time to find out what the program is about. Personius stated the consultant team gives regular briefings to the Agricultural Advisory Committee, PDR Committee, Farm Friends, and Conservation District, and Henry Bierlink updates farmers in his regular email. There is a project update strategy. They still need input on agricultural drainage issues and welcome participation from other citizens.

Weimer stated phase two of this project involves agricultural community members who have volunteered for a pilot project on their properties. The contractor and staff are open to changing the review committee. He asked if the motion is to put this on hold until the committee was restructured.

Crawford stated his intent is that the group not meet again until it is more representative of the large active farming landowners in the county.

Weimer stated they weren’t planning another meeting anyway for quite some time. He asked if the projects can continue to move forward and the review committee would not meet to review things until it is restructured.

**Crawford restated the motion** for the review committee portion of the project be on hold until the review committee is restructured to include a majority membership being large landowners.

Brenner suggested a friendly amendment that the majority membership be more diverse. They can’t force large landowners be on the committee. She doesn’t want to stall the committee completely. Include other citizen members who have been farmers in the past or have farming interests.

Crawford stated that if that’s the case, make the committee smaller so the majority of the committee includes those landowners. It’s up to the staff to create the majority, but it doesn’t mean they have to find people who don’t want to serve.

Knutzen suggested the majority be landowners in those areas, regardless of whether they are in the pilot project areas. Personius stated the two pilot projects aren’t yet made public. They can reach out to more people. He asks Council to suggest specific people.

Kremen stated farmers are busy farming. In his experience, it’s always been a struggle to get farmers to participate in these kinds of activities. They may have some distrust of government, or feel their time could be spent otherwise. It’s not likely they’ll be able to participate.

Mann stated it’s a great idea to diversify the membership, but it’s hard to get people to volunteer on committees. He’s not in favor of holding it up until they get a certain percentage or a certain demographic. Encourage outreach and participation, but don’t hold up the entire process based on that threshold.
Brenner asked if the review board makes final decisions. Personius stated it does not. It does not vote. Participation doesn't consent to agree to the project. They provide feedback to staff and the consultants. All decisions will ultimately come to the Council.

Brenner stated as long as participation is open and the committee does not make final decisions, she doesn't want to stop the process and won't support the motion.

The motion failed by the following vote:
**Ayes:** Crawford and Kershner (2)
**Nays:** Brenner, Mann, Knutzen, Weimer and Kremen (5)

**Knutzen moved** to ensure that somehow the committee needs a better balance. Councilmember Crawford’s motion was too specific and it would be too difficult to fill those positions. It would have been difficult. He withdrew his motion and stated staff must be aware that he is disappointed in the membership.

**OTHER BUSINESS**

There was no other business.

**REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS** (9:01:39 PM)

Weimer reported on the Lake Whatcom Policy Work Group. In 2014, they will search for a way to make sure all their councils are informed of their work. He thanked Councilmembers Kershner and Knutzen for their time on the Council.

Knutzen reported that he thanks all, especially staff, who have been great. The Council has the best staff. He congratulated the Lynden football team and Mt. Baker football team for winning the State championship. He encourages all councilmembers to take advantage of any opportunity to go to a party hosted by Western Washington University President Bruce Shepard and his wife Cindy.

Mann reported that in four years, he has biked or walked to every single Council meeting because of a campaign pledge he made. He did not make the promise for the next four years. He also reported that he really appreciates Councilmembers Kershner and Knutzen and their work on the Council. Everyone on the Council works hard, has integrity, and loves this community. He credits Councilmember Kershner for her work as Council Chair.

Brenner reported that she appreciates the sense of humor of Councilmembers Knutzen and Kershner. Council Chair Kershner has done well keeping her in line. She wishes everyone Merry Christmas and Happy New Year.

Kremen reported that he gives accolades to the two departing councilmembers, which are well deserved. He will miss both on the Council and their friendships. He will
miss Councilmember Kershner’s talent as Council Chair. She’s been the best Council Chair he’s ever seen. He wishes everyone a safe, peaceful, and meaningful holiday season.

Crawford reported that Councilmembers Knutzen and Kershner have provided integrity, transparency, and hard work for the citizens. He agrees that the agricultural committee is losing an advocate in Councilmember Knutzen. He will miss both. He wishes everyone a Merry Christmas. The Council has accomplished a lot this year. Considering the challenges faced during the recession, the stresses faced now are a bit less. The administration has shown great leadership. He’s optimistic about the future of Whatcom County government.

Jack Louws, County Executive, reported that he thanks all councilmembers for the work they accomplished this year. Everyone came together and advanced many projects to benefit the citizens. He also thanks Councilmembers Kershner and Knutzen. Working with them has been a pleasure. He also appreciates that all their conversations that have ended well with appreciation and compliments. They are class acts.

Kershner reported that she thanks each councilmember. She has had a wonderful time working with councilmembers and the public. This job has been rigorous, tiring, and frustrating. It’s also one of the most satisfying things she’s done in her life. She’s found great wisdom in the community and much support for shaping Whatcom County. She thanks the citizens who attend all the meetings and participate. She’s had to let the media and others define her for five years. She’s been called many things. Tonight she will define herself as a Christian woman, wife, and mother of three. She intends to stay involved in the community. This experience has taught her how wonderful the community is and how much it needs concerned citizens who are willing to volunteer their time. She has faith that the councilmembers-elect will do a great job. She wishes everyone a Merry Christmas and Happy New Year.

ADJOURN

The meeting adjourned at 9:18 p.m.

The Council approved these minutes on ______________, 2014.

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**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>twh</td>
<td>12/4/13</td>
<td></td>
<td>1/14/13</td>
<td>Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
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<tr>
<td>Dept. Head:</td>
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</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>12/6/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>12/5/13</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>01/06/14</td>
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</tbody>
</table>

**TITLE OF DOCUMENT:** Contract for Services Agreement for the provision of collecting and distributing food to local Whatcom County food banks.

**ATTACHMENTS:** Memo  
Contract Amendment

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

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

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

Request authorization to enter into contract with the Bellingham Food Bank for the collection of food from various sources for distribution to the local food banks in Whatcom County. Funding authorized in the 2013-2014 budget.

**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.
MEMO:

TO: Whatcom County Council
DATE: December 3, 2013
FROM: Jack Louws, County Executive
RE: Bellingham Food Bank

Background and Purpose:

Whatcom County will continue its support of the Bellingham Food Bank for the procurement, warehousing and distribution of food and other essentials to low and very low-income Whatcom County residents through an existing network of neighborhood food banks. This effort will support prevention measures that help to avoid or prevent hunger, and provide food to low and very-low income people.

Funding Amount and Source:

Council approved funding in the 2013-2014 Budget. Budget authority was allocated from the General 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/Linda Salas</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Bellingham Food Bank</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>If not, is this an Amendment or Renewal to an Existing Contract?</th>
<th>Yes ☐ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes ☒ No ☐</td>
<td>If Amendment or Renewal, Original Contract #</td>
<td>20121011</td>
</tr>
<tr>
<td></td>
<td>Does contract require Council Approval?</td>
<td>Yes ☒ No ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a grant agreement?</th>
<th>Yes ☐ No ☒</th>
<th>If yes, grantor agency contract number(s)</th>
<th>CFDA #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this contract grant funded?</th>
<th>Yes ☐ No ☒</th>
<th>If yes, associated Whatcom County grant contract number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Yes ☐ No ☒</th>
<th>If yes, RFP and Bid number(s)</th>
<th>Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cost Center: 4116</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this agreement excluded from E-Verify?</th>
<th>Yes ☐ No ☒</th>
<th>If no, include Attachment D Contractor Declaration form.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Contract Amount: (sum of original contract amount and any prior amendments)</th>
<th>$58,000.</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Amendment Amount:</td>
<td>$</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$</td>
</tr>
</tbody>
</table>

- 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:** To provide funding for the support of the Bellingham food Bank to collect food from a variety of sources for distribution to the local food banks in Whatcom County, and to support the Food Bank’s Gleaning Project.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>1 Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date:</td>
<td>12/31/14</td>
</tr>
</tbody>
</table>

**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>12/3/13</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>Daniel L. Gibson</td>
<td>12/06/13</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>B Ernst</td>
<td>12/10/13</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>Daniel L. Gibson</td>
<td>12/06/13</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
<td>12-30-13</td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>12-30-13</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>

*Last Edited 7/24/13*
CONTRACT FOR SERVICES AGREEMENT
BELLINGHAM FOOD BANK

Bellingham Food Bank, 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,
Exhibit B (Compensation), pp. 10.

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.

To provide funding for the support of the Bellingham Food Bank to collect food from a variety of sources for distribution to the local food banks in Whatcom County, and to support the Food Bank’s Gleaning Project 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 $58,000. 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 30 day of December, 2013.

CONTRACTOR:

Bellingham Food Bank

[Signature]

Mike Cohen
Executive Director

STATE OF WASHINGTON } ss.
COUNTY OF WHATCOM

On this 30th day of December, 2013, before me personally appeared Mike Cohen to me known to be the Executive Director of the Bellingham Food Bank, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

Suzanne M. Milker
NOTARY PUBLIC

IN and for the State of Washington, residing at Bellingham. My commission expires 12-31-14.
WHATCOM COUNTY:

Approved as to form:

[Signature] 12/06/13
Prosecuting Attorney    Date

Approved:
Accepted 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 and for the State of Washington, residing at
___________________________  My commission expires ____________________

CONTRACTOR INFORMATION:

BELLINGHAM FOOD BANK

Contact Name:  Mike Cohen
Contact Phone:  360-676-0392
Contact Fax:  360-676-0410
Contact Email: mikec@bellinghamfoodbank.org
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate
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 state and federal requirements, as applicable, pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

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

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

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: Not Applicable

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

31.1 Ownership of Items Produced: Not Applicable

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

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

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys’ fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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, sexual orientation, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the basis of any such characteristic.

Contract for Services Agreement
Bellingham Food Bank
v 1.0

Page 5
grounds of race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, 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, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

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

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

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

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

Linda Kasper, Executive Secretary
Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

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

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

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

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

44.1 **Survival:**
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.1, 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)

BELLINGHAM FOOD BANK PROGRAM AND GLEANING PROJECT

Whatcom County will provide funding in support of the Bellingham Food Bank and the Food Bank’s Gleaning Project as described below.

BELLINGHAM FOOD BANK PROGRAM - $50,000

Bellingham Food Bank shall use the funds to procure, warehouse and distribute food and other essentials to low and very low-income Whatcom County residents through an existing network of neighborhood food banks.

Outcome: To support prevention measures that help to avoid or prevent hunger, and provide food to low and very low income people. To increase residents’ food security and decrease hunger through the provision of free groceries to low income families that visit local food banks.

Indicators: The number of pounds of food delivered to 10 neighborhood food banks (listed below) acquired from Bellingham Food Bank.

Eligibility: Food will be made available to low and very low income people.

Program Requirements: The Agency agrees to collect, warehouse and distribute food with fund provided under this contract to the eligible neighborhood food banks as listed below. The funds provided under this contract shall be used to pay for costs associated with the provision of this food. The Agency shall complete all required paperwork related to project activities and outcomes as described below.

Bellingham Food Bank shall submit a Services-Activities Report with each billing invoice that includes actual pounds of food distributed to the food banks listed below and receipts from each of the neighborhood food banks that received the food as detailed on Exhibit B.

GLEANING PROJECT - $8,000

The Gleaning Project facilitated under the Bellingham Food Bank is a non profit organization that bridges the gap between local surplus produce that would otherwise be wasted and those who are hungry in Whatcom County. RCW 43.330.130 provides that among its functions and responsibilities, the departments (County) shall coordinate services to communities that are directed to the poor and disadvantaged, including emergency food assistance.

The Bellingham Food Bank’s Gleaning Project shall use funds to help cover the cost to coordinate the volunteer effort required to gather excess food from farms and gardens for distribution to the local eligible neighborhood food banks in Whatcom County as listed below.

Bellingham Food Bank’s Gleaning Project will submit invoices and receipts to Whatcom County. Receipts will include the hours worked to coordinate the food gleaning from local farms and orchards as detailed on Exhibit B.

Eligible Food Banks

- Pt. Roberts Food Bank
- Blaine Food Bank
- Ferndale Food Bank
- Nooksack/Everson Food Bank
- Foothills Food Bank (Deming/Kendall)
- Salvation Army Food Bank
- Project Hope (Lynden)
- Lummi Tribal Food Bank
- Nooksack Tribal Food Bank
- Lord’s Table (Nugent’s Corner Area)
The Contract Number, set forth above, shall be included on all billings.

Bellingham Food Bank Project

**Maximum consideration for this portion of the contract shall be $50,000.00.** Invoices shall be sent to the Whatcom County Executive's Office. Bellingham Food Bank will provide Whatcom County with an invoice (including supporting documentation of food distributed) as described in Exhibit A. Bellingham Food Bank will also provide a report at the end of the calendar year that details the total pounds delivered to the Food Banks.

Billing Invoice Package

The Agency shall submit a Billing Invoice Package on a monthly basis that consists of an invoice statement and other reporting requirements as stated in Section III, REPORTING REQUIREMENTS, (of this Exhibit in a format approved by the County). The Billing Invoice Package is due within ten working days after the end of each month.

Method of Payment

- Reimbursement shall be made monthly.
- The County will pay based on .40 per pound of food distributed to the neighborhood food banks listed in Exhibit A.
- Monthly payments may vary based on the actual number of pounds distributed for that month.
- Payment to the Agency may be withheld for any month in which the Agency has not submitted the contractually required reports on the data indicated.
- 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.

Gleaning Project

**Maximum consideration for this portion of the contract shall be $8,000.00.**

As consideration for the services provided pursuant to Exhibit A - Scope of work, the county agrees to compensate the contractor $15.00 per hour plus payroll taxes for the services of the Bellingham Food Bank Gleaning Project Coordinator. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage at IRS rate, other expenditures such as printing and postage shall be reimbursed at actual cost. Contractor will invoice monthly. Invoices will include employee hours worked by day with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.

The Billing Invoice Package is due within ten working days after the end of each month.

Invoices shall be sent to the Whatcom County Executive's Office.

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.
Stop Loss Insurance Protection for Self-Insured Workers' Compensation for Claims over $500,000 in 2014

ATTACHMENTS:
1. Memorandum to Jack Louws, County Executive

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

Following solicitation of quotes for stop loss (excess) insurance, Arthur J. Gallagher, broker for the Washington Counties Risk Pool, offered four options for the County to secure coverage for workers' compensations claims over $500,000 in 2014. The insurance proposals were received after the deadline for Council action in 2013. To bind coverage and ensure continued protection of County resources, the Executive authorized coverage with Midwest Employers.

RECOMMENDED MOTION:
Request confirmation of the County Executive’s authorization to accept Midwest Employers STOP-LOSS POLICY for insurance protection for the self-insured workers’ compensation program for 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: Karen Goens, Human Resources Manager
RE: Workers Compensation – Stop Loss Insurance Policy
DATE: December 20, 2013

Enclosed is a Client Authorization to Bind Coverage for excess/stop loss coverage for workers' compensation claims over $500,000 for your review and signature. The annual cost for the recommended option is $42,172 for 2014 coverage.

- Background and Purpose
The County protects its financial assets in the self-insured workers' compensation program with reserves and with excess insurance coverage for very large claims (also called stop loss or reinsurance). Each year, Arthur J. Gallagher, broker for the Washington Counties Risk Pool, seeks bids from the market, analyzes quotes, and provides options for coverage.

Since 2011, coverage has been with Safety National Casualty Corporation. In 2013, the annual premium was $39,987 at a rate of .0284 per worker hour. On December 4, we received a single renewal option which would have represented a 17.6% increase in premium cost for 2014 coverage. I asked Arthur J. Gallagher for other alternatives. They submitted our application to Midwest Employer Casualty and provided us with some additional insurance options December 19.

I recommend taking action now to bind coverage through Midwest Employer Casualty (Renewal Option 2C) for coverage effective January 1, 2014 and seeking confirmation from the County Council at the first meeting in 2014. I have advised Arthur J. Gallagher that we need insurance alternatives early enough in November to meet the County Council's deadline for its December meeting. The recommended Renewal Option reduces the rate per worker hour in 2014 to 0.028021.

- Funding Amount and Source
The workers' compensation program is funded through internal rates charged to departments based hours worked by risk classification (law enforcement, laborers, office, etc.). Premiums are paid from cost center 507300.

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

Enclosure: Client Authorization to Bind Coverage
Whatcom County

Client Authorization to Bind Coverage

After careful consideration of your Revised proposal dated December 19, 2013, we accept your insurance program subject to the following exceptions/changes:

POLICY OPTIONS:

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<th>OPTION DESCRIPTION</th>
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<td>Bind Excess Workers Compensation Policy As Shown Herein Except As Listed Below:</td>
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<tr>
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<td>$42,172 Annual Premium – Midwest Employers – Option No. 2.C.</td>
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<td>Provide Quotations or Additional Information on the following Coverage Considerations</td>
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It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed $20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

Reviewed/Recommend Approval

Karen S. Goens, Human Resources Manager

APPROVED December 23, 2013

Jack Louws, County Executive
Contract between Whatcom County Health Department and North Sound Mental Health Administration (NSMHA) for crisis respite Triage Center and operation of the Rainbow Recovery Center.

ATTACHMENTS:
1. Contract Information Sheet
2. Memorandum to Executive’s Office
3. 3 Original Contract Agreements

This contract provides local behavioral health funding for Crisis Respite beds at the Crisis Triage Facility. These beds are operated by Whatcom Counseling and Psychiatric Clinic and funded in part by the North Sound Mental Health Administration (NSMHA). This contract will provide funding essential to keep the facility operating. Additionally, this contract provides funds used to support the operation of Rainbow Recovery Center to help adults living with mental illness recover from the effects of their illnesses and reintegrate into the larger community.
Enclosed are three (3) originals of an Interlocal Cooperative Agreement between Whatcom County Health Department and North Sound Mental Health Administration (NSMHA) for your review and signature.

**Background and Purpose**
The North Sound Mental Health Administration (NSMHA) currently contracts with Whatcom Counseling and Psychiatric Clinic (WCPC) as the sole provider of Crisis Respite Beds located at our Crisis Triage Facility. Local Behavioral Health funds will cover the cost of medical services being provided on-site at the Triage Facility. The Whatcom County Behavioral Health Advisory Board and the Behavioral Health Revenue Advisory Committee (BHRAC) support this program as a critical component of our Continuum of Care service system, and support the utilization of local funds to keep the program operational. The Triage Facility services are an integral part of Whatcom County’s strategic plan for behavioral health services.

Similarly, NSMHA contracts with WCPC to operate the Rainbow Recovery Center program to help mentally ill adults recover from the effects of their illnesses and reintegrate into the larger community. This contract provides local funds to supplement NSMHA dollars that fund this program.

**Funding Amount and Source**
This contract, in the amount of $217,789 is funded with local Behavioral Health Revenue funds. Funding for this contract is included in the current budget. County Council approval is required.

**Differences from Previous Contract**
This is a new Interlocal agreement, but very similar to an agreement that’s been in place since 2011. This contract provides reduced funding for Crisis Stabilization Facility on site/on call Medical personnel because less time is required to perform those duties than previously.

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

Encl.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

Originating Department: Whatcom County Health Department

Contract Administrator: Anne Deacon

Business Associate’s / Agency Name: North Sound Mental Health Administration

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

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

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

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

Contract Amount: (sum of orig contract amount and any prior amendments)
$217,789

This Amendment Amount:

Total Amended Amount:

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

Scope of Services
This contract provides local behavioral health funding to the Crisis Respite beds at the Crisis Triage Facility. These beds are operated by Whatcom Counseling and Psychiatric Clinic (WCPC) and are funded in part by the North Sound Mental Health Administration (NSMHA). Similarly, WCPC operates the Rainbow Recovery Center.

Term of Contract: 1 year Expiration Date: 12/31/2014

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<td></td>
<td>Date: 12/12/13</td>
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<tr>
<td>8. Submitted to Exec Office:</td>
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<td>9. Council Approved (if required):</td>
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<td>Date:</td>
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<td>10. Executive signed:</td>
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<td>Date:</td>
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<td>11. Contractor original returned to Dept.:</td>
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</tr>
<tr>
<td>12. County original to Council:</td>
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INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WHATCOM COUNTY
AND
NORTH SOUND MENTAL HEALTH ADMINISTRATION

THIS AGREEMENT is made and entered into by and between NORTH SOUND MENTAL HEALTH ADMINISTRATION ("NSMHA") and WHATCOM COUNTY, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:
   The County intends to provide funds to NSMHA to supplement the current funding being provided by NSMHA to Whatcom Counseling and Psychiatric Clinic's (WCPC) Crisis Respite Bed Program at the Triage Facility as well as the Rainbow Recovery Center; both located in Bellingham, Washington.

2. RESPONSIBILITIES:
   For the contract period, the County will provide up to $45,756 for Crisis Stabilization facility based services to include Medical personnel who are on-site and on-call. The County will provide an additional amount of $172,933 to support operation of the Rainbow Recovery Center. Monies from local Chemical Dependency/Mental Health Program Fund will fund the total contract amount to NSMHA, not to exceed $217,789.

   NSMHA will not be reimbursed for any administrative costs incurred in the administration of this process and all of the contracted funds will be distributed to the sub-contractor, as actual costs are incurred. Invoices from NSMHA should include: 1) supporting documentation verifying actual costs incurred (to include dates), 2) a document verifying payments made by NSMHA to WCPC (to include dates of service). Supporting documentation verifying actual costs incurred will present WCPC's actual costs less state, Medicaid, or other funding provided by NSMHA with the remainder to be reimbursed by the County. The County is to be considered the payer of last resort.

   A. A quarterly payment shall be made based upon invoices received by County no later than July 31, October 31, and January 31. Submit invoice to:

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

   B. Crisis Stabilization: NSMHA will require contractor (WCPC) to provide a minimum of 5 Crisis Stabilization beds up to a maximum of 8 beds at the Whatcom County Crisis Triage Facility. NSMHA will monitor and insure compliance specifically as follows:
   (1). That beds will be in full operation twenty-four (24) hours per day, seven (7) days per week for the duration of the contract;
   (2). Contractor will meet all relevant requirements of current NSMHA/Contractor agreements;
   (3). NSMHA will allow County to perform on-site contract compliance monitoring in conjunction with NSMHA's monitoring no less than one time per year;
   (4). NSMHA will attend meetings convened by County, when required, and engage in planning for expansion and improvement of Triage Facility as well as Crisis Stabilization services;
   (5). NSMHA will alter minimum utilization requirements of Crisis Stabilization beds during facility construction activities associated with facility upgrades, as negotiated with the County.
C. **Medical Personnel:** NSMHA will ensure, through the current or amended contract with contractor (WCPC), the following:
(1). The addition of medical personnel services to provide on-site medical screening for admission to Triage Facility;
(2). NSMHA will ensure the addition of medical personnel services to provide on-call consultation services as well as on-site urgent and routine services;
(3). NSMHA will require, through contract, appropriate licensure of medical personnel which allows for provision of independent general medical services with specialty expertise in psychiatry (ARNP, PA, MD,OD);
(4). NSMHA will attend meetings convened by County, when required, to plan for the expansion and improvement of clinical services to clients receiving Crisis Stabilization services at the Triage Facility.

D. **Rainbow Recovery Center:** NSMHA will require contractor (WCPC) to operate the Rainbow Recovery Center, a mental health peer support center, open weekdays for a minimum of 7.75 hours per day and for a minimum of 38.75 hours per week.
(1). Rainbow Recovery Center will serve Whatcom County mentally ill adults in recovery or those who are experiencing acute or chronic symptoms of mental illness;
(2). NSMHA will require WCPC to meet all relevant requirements of current NSMHA/WCPC agreement for Rainbow Recovery Center Operations;
(3). NSMHA will allow Whatcom County to perform on-site contract compliance monitoring in conjunction with NSMHA's monitoring no less than one time per year;
(4). NSMHA will attend meetings convened by the County, when required, to review, evaluate and modify if necessary the annual budget for Rainbow Recovery Center.

3. **Term of Agreement:** The term of this Agreement shall be from January 1, 2014 to December 31, 2014. 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 for a period of up to one year, and for a total of no longer than three years.

4. **Manner of Financing:** The County shall pay an amount not to exceed $217,789.00 to NSMHA which will be used exclusively to fund the crisis stabilization services at the Triage Center and for the services of medical personnel who are on-site and who provide on-call services to the Center as well as the operation of the Rainbow Recovery Center and in accordance with the terms stated in Section 2 of this Agreement.

5. **Administration:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

   Anne Deacon, Human Services Manager
   Whatcom County Health Department
   (360) 676-6724 x-50877

   Joe Valentine, Executive Director
   North Sound Mental Health Administration (NSMHA)
   (360) 416-7013

6. **Defense & Indemnity Agreement:**
Each party agrees to be responsible and assume liability for its own wrongful and or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
7. Termination:
Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested, to the party’s last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable for performance rendered or costs incurred in accordance with the terms of this Agreement.

8. Changes, Modifications, Amendments and Waivers:
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 hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9. Severability:
In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. Therefore the terms and conditions of this Agreement are declared severable.

10. Entire Agreement:
This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this 12th day of December, 2013.

GOVERNMENT AGENCY:
North Sound Mental Health Administration

[Signature]
Joe Valentine, Executive Director

STATE OF WASHINGTON )
COUNTY OF SKAGIT ) ss.

On this 12th day of December, 2013, before me personally appeared Joe Valentine, Executive Director of NSMHA (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof:

[Signature]
RAE A. BENJAMIN
COMMISSIONED NOTARY PUBLIC
STATE OF WASHINGTON
10-17-17

NOTARY PUBLIC in and for the State of Washington, residing at WHATCOM CO. My commission expires
10-17-2017
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager     Date

Regina A. Delahunt, Director    Date

Approved as to form:

Elizabeth L. Gallery, Civil Deputy Prosecutor  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
____________________________.

North Sound Mental Health Administration
Joe Valentine, Executive Director
117 N. 1st Street, Suite 8
Mount Vernon, WA 98273-2858
Phone: (360) 416-7013
FAX: (360) 416-7017
Email: joe_valentine@nsmha.org
Title of Document:
Plantation Rifle Range User Agreement between Whatcom County and the City of Bellingham

Attachments:
Interlocal Cooperative 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.)

Interlocal Cooperative Agreement between Whatcom County (Parks and Recreation) and the City of Bellingham for use of the Plantation Rifle Range by the Bellingham Police Department for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel.

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: November 22, 2013

RE: Plantation Rifle Range Use Agreements

- Requested Action
  Enclosed is an Interlocal Cooperative Agreement between Whatcom County (Parks & Recreation) and the Bellingham Police Department for use of the Plantation Rifle Range (Range) by the purpose of providing firearms qualifications for commissioned and non-commissioned personnel.

- Background and Purpose
  Whatcom County (Parks & Recreation) and the Bellingham Police Department have a collaborative relationship for use of the Range to train their personnel for several years. The Interlocal Cooperative Agreement outlines the terms and conditions for use of the Range.

- Funding
  This is budgeted revenue for Whatcom County.
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

### Originating Department: Parks

### Contractor or Grant Administrator: Erik Axelsson

### Contractor's / Agency Name: City of Bellingham

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<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a New Contract?</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>If yes, associated Whatcom County grant contract number(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, RFP and Bid number(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify? No ☐ Yes ☑ If no, include Attachment D Contractor Declaration form.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

- ☑ Professional services agreement for certified/licensed professional
- ☑ Contract work is for less than 120 days
- ☑ Contract less than $100,000.
- ☑ Contract work is all performed outside U.S.
- ☑ Interlocal Agreement (between Gov't's)
- ☑ Public Works - Local Agency/Federally Funded FHWA
- ☑ Contract for Commercial off the shelf items (COTS)
- ☑ Work related subcontract less than $25,000.
- ☑ 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:
Interlocal Cooperative Agreement between Whatcom County Parks & Recreation and the Bellingham Police Department for use of the Plantation Rifle Range for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel. Generates $25,922.00 in use fees and taxes for the County.

### Term of Contract: 01/01/14

### Expiration Date: 12/31/14

### Contract Routing Steps & Signoff

<table>
<thead>
<tr>
<th>Step</th>
<th>Prepared by</th>
<th>Sign or Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td>1/3/13</td>
</tr>
<tr>
<td>2.</td>
<td>Attorney reviewed</td>
<td></td>
<td>12/13/13</td>
</tr>
<tr>
<td>3.</td>
<td>AS Finance reviewed</td>
<td></td>
<td>12/13/13</td>
</tr>
<tr>
<td>4.</td>
<td>IT reviewed, if IT related</td>
<td></td>
<td>12/17/13</td>
</tr>
<tr>
<td>5.</td>
<td>Corrections made</td>
<td></td>
<td>12/13/13</td>
</tr>
<tr>
<td>6.</td>
<td>Attorney signoff</td>
<td></td>
<td>11/19/13</td>
</tr>
<tr>
<td>7.</td>
<td>Contractor signed by City</td>
<td></td>
<td>12/17/13</td>
</tr>
<tr>
<td>8.</td>
<td>Submitted to Exec Office</td>
<td></td>
<td>12/17/13</td>
</tr>
<tr>
<td>9.</td>
<td>Council Approved (if required)</td>
<td></td>
<td>12/17/13</td>
</tr>
<tr>
<td>10.</td>
<td>Executive signed</td>
<td></td>
<td>12/17/13</td>
</tr>
<tr>
<td>11.</td>
<td>Contractor original returned to Dept.</td>
<td></td>
<td>12/17/13</td>
</tr>
<tr>
<td>12.</td>
<td>County original to Council</td>
<td></td>
<td>12/17/13</td>
</tr>
</tbody>
</table>

### Indicate date transmitted

- Date: 1/3/13
- Date: 12/13/13
- Date: 12/13/13
- Date: 11/19/13
- Date: 12/17/13
- Date: 12/17/13
- Date: 12/17/13
- Date: 12/17/13
- Date: 12/17/13
- Date: 12/17/13
- Date: 12/17/13
- Date: 12/17/13
- Date: 12/17/13

Last Edited 7/24/13

79
INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF BELLINGHAM AND WHATCOM COUNTY (PARKS & RECREATION)

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and City of Bellingham, Washington (Bellingham Police Department) ("City") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:
The use of the Plantation Rifle Range, 5102 Samish Highway, Bellingham, Washington, by the Bellingham Police Department for the purpose of providing firearms qualifications for commissioned and non-commissioned personnel.

2. RESPONSIBILITIES:
WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES

The Parks and Recreation Department shall make available to the Bellingham Police Department the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

BELLINGHAM POLICE DEPARTMENT RESPONSIBILITIES

A. The Bellingham Police Department shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.

B. Assume responsibility and liability for safety of the entire Range during any period of exclusive use by the Bellingham Police Department.

C. Protect, defend, save and hold harmless Whatcom County, its authorized agents and employees, from all claims, costs, damages or expenses of any nature whatsoever arising out of or in connection with the Bellingham Police Department use of the Range.

D. Be responsible for the conduct of members of the Bellingham Police Department while on the Range during exclusive use periods.

E. Designate, and report to the Range Master the name of an individual who shall act as a qualified supervisor and coordinator of all Bellingham Police Department activities at the Range. This individual shall be the person with whom the Range Master will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
F. Report any accidents that occur to the Whatcom County Parks and Recreation Department Office within 24 hours.

USE OF THE RANGE

A. The Bellingham Police Department shall have exclusive use of the Range in the year 2014 for FORTYNINE 8-hour days. The Bellingham Police Department will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Bellingham Police Department and Whatcom County Parks and Recreation Department representatives.

This exclusive use shall be by mutual agreement of both the Bellingham Police Department and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Bellingham Police Department contract.

B. Individual members of the Bellingham Police Department, who are counted as officers upon presentation of their Bellingham Police Department identification card, shall be entitled to personal use of Range facilities without payment of regular fees. Provided, such use shall:

- Be during periods when the Range is normally scheduled to be opened to the general public;
- Be subject to all rules and conditions of use by the general public except for payment of fees;
- Not interfere with normal, customary use of the Range;
- Be a privilege to be enjoyed by the individual officer only and isn't transferable to others.
- Does not include supplies or Trap Range use.

3. TERM OF AGREEMENT:
The term of this Agreement shall be from January 1, 2014 through December 31, 2014.

4. MANNER OF FINANCING:

A. The Bellingham Police Department shall pay a fee of TWENTY-FIVE THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS AND NO CENTS ($23,891.24 use fees, $2,030.76 sales tax)

\[
\begin{align*}
49 \text{ days} \times $478.00 &= $23,422.00 \\
110 \text{ officers} \times $17.50 &= $1,925.00 \\
\text{Storage unit} &= $575.00 \\
\text{Total} &= $25,922.00
\end{align*}
\]

B. The payment shall be due on or before July 31, 2014. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual 49-day period shall be due within 30 days of billing.
5. ADMINISTRATION:
The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The Bellingham Police Department's representative shall be Brooks Laughlin.
5.2 Whatcom County's representative shall be Jerry Warren.

6. TREATMENT OF ASSETS AND PROPERTY:
No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION:
Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Bellingham Police Department by reason of entering into this contract except as expressly provided herein.

8. TERMINATION:
Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:
The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY:
In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT:
This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of
__________, __________.

APPROVED:

CITY OF BELLINGHAM

Dated this ___ day of November, 2013.

Kelli Linville, Mayor

ATTEST: Brian Hendy

Finance Department

APPROVED AS TO FORM:

Office of the City Attorney

DEPARTMENTAL APPROVAL:

Clifford Cook, Chief of Police

INTERLOCAL AGREEMENT
Page 4 of 5
Executed as of the date first written above.

WHATCOM COUNTY

_______________________________
Jack Louws, County Executive

STATE OF WASHINGTON)

) ss.
COUNTY OF WHATCOM)

On this ____ day of ______________ , 2014, before me personally appeared JACK LOUWS, to me known to be the County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this ____ day of ______________ , 2014.

_______________________________
NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham
My Commission expires:

WHATCOM COUNTY PARKS & RECREATION
DEPARTMENT

_______________________________
Michael McParlane, Director

APPROVED AS TO FORM:

_______________________________
Deputy Prosecuting Attorney

INTERLOCAL AGREEMENT
Page 5 of 5
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>FB</td>
<td>12/03/2013</td>
<td></td>
<td>01/14/2014</td>
<td>Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td>12/03/13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td>12-4-13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>12-10-13</td>
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<td>Purchasing/Budget:</td>
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<td>12-9-13</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>01-06-14</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
FFY2013 State Homeland Security Program, Contract # E14-075

**ATTACHMENTS:**
Two (2) original SHSP-13 contracts
Whatcom County Contract Information Sheet

**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.)

FFY2013 State Homeland Security Program provides funding to support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas of the National Preparedness Goal.

Award amount: $66,764


**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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

To: Jack Louws, County Executive
From: Kent Catlin, Deputy Director
Subject: Department of Homeland Security, State Homeland Security Program (SHSP) FFY2013 SHSP Contract # E14-075
Date: December 3, 2013

Enclosed are two (2) originals of the FFY2013 State Homeland Security Program contract between Whatcom County Sheriff's Office Division of Emergency Management (WCSO-DEM) and Snohomish County.

- Background and Purpose
  Whatcom County Sheriff's Office Division of Emergency Management has been awarded $66,764.00 from the Dept of Homeland Security (DHS) State Homeland Security Program (SHSP) for Federal Fiscal Year 2013. This grant flows from DHS, through the Washington State Military Department and Snohomish County. Whatcom County has received an SHSP award annually since Federal Fiscal Year 2003.

  DHS provides SHSP funds to support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas essential to achieve the National Preparedness Goals of a secure and resilient nation. Whatcom County will utilize these funds to support community outreach, exercise, training, planning, and equipment projects that will enhance our community’s resilience in the face of acts of terrorism and other catastrophic events. $23,707 of this award may be used to fund WCSO-DEM’s Clerk IV FTE.

  The performance period for this grant runs from September 1, 2013 through July 31, 2015.

- Funding Amount and Source
  $66,764.00 from DHS FFY2013 SHSP, Contract # E14-075, CFDA 97.067 SHSP.

If you have any questions or concerns regarding this contract, please contact Frances Burkhart or me at 676-6681.
## WHATCOM COUNTY CONTRACT
### INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Sheriff's Office Division of Emergency Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Kent Catlin</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Snohomish County</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) E14-075 CFDA # 97.067 - SHSP

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

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

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

If yes, indicate exclusion(s) below:
- Professional services agreement for certified/licensed professional
- Contract work is for less than 120 days
- Contract work is all performed outside U.S.
- Interlocal Agreement (between Gov't's)
- Work related subcontract less than $25,000.
- Public Works - Local Agency/Federally Funded FHWA
- Contract work is less than $100,000.
- Contract for Commercial off the shelf items (COTS)
- 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: To build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas of the National Preparedness Goal.

<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>FB</td>
<td>Date: 12/03/2013</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td></td>
<td>Date: 12/10/13</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></td>
<td></td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>Date: 12/10/13</td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Term of Contract: Expiration Date: July 31, 2015
## SNOHOMISH COUNTY HOMELAND SECURITY GRANT AGREEMENT FACE SHEET

<table>
<thead>
<tr>
<th>1. Sub-grantee Name and Address:</th>
<th>Whatcom County - Division of Emergency Management 311 Grand Ave Bellingham, WA 98225</th>
<th>2. Grant Agreement Amount:</th>
<th>$66,764</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Grant Agreement Number:</td>
<td>E14-075</td>
<td>4. Grant Agreement Start Date:</td>
<td>2013/12/01</td>
</tr>
<tr>
<td>5. Grant Agreement End Date:</td>
<td>2015/06/30</td>
<td>6. UBI # (state revenue):</td>
<td>313-014-461</td>
</tr>
<tr>
<td>9. TIN:</td>
<td>91-6001383</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Funding Authority:</td>
<td>Snohomish County (County), Washington State Military Department (the &quot;Department&quot;) and the U.S. Department of Homeland Security (DHS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Catalog of Federal Domestic Assistance (CFDA) #:</td>
<td>97.067 - SHSP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Service Districts:</td>
<td>Whatcom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Service Area by County(ies):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Agreement Classification:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Services</td>
<td>Client Services</td>
<td>Public/Local Gov't</td>
<td></td>
</tr>
<tr>
<td>Collaborative Research</td>
<td>A/E</td>
<td>Other,</td>
<td></td>
</tr>
<tr>
<td>20. Sub-Grantee Selection Process:</td>
<td>&quot;To all who apply &amp; qualify&quot;</td>
<td>Competitive Bidding</td>
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<tr>
<td>Sole Source</td>
<td>A/E</td>
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<tr>
<td>Filed w/OFM?</td>
<td>Advertised?</td>
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<td>NO</td>
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<tr>
<td>19. Contract Type (check all that apply):</td>
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<td></td>
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<td>Contract</td>
<td>Grant</td>
<td>Agreement</td>
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</tr>
<tr>
<td>Intergovernmental (RCW 39.34)</td>
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<tr>
<td>21. Sub-Grantee Type (check all that apply):</td>
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<tr>
<td>Private Organization/Individual</td>
<td>For-Profit</td>
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<td></td>
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<tr>
<td>Public Organization/Jurisdiction</td>
<td>Non-Profit</td>
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<td></td>
</tr>
<tr>
<td>VENDOR</td>
<td>SUBRECIPIENT</td>
<td></td>
<td></td>
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<tr>
<td>OTHER</td>
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<td></td>
</tr>
</tbody>
</table>

## PURPOSE:

Program Objectives

The FY 2013 Homeland Security Grant Program (HSGP) plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FY 2013 HSGP's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The HSGP consists of the State Homeland Security Program (SHSP), the Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG).

IN WITNESS WHEREOF, the County and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Approved Projects (Exhibit C); Grant Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations
2. Approved Projects
3. Special Terms and Conditions
4. General Terms and Conditions, and,
5. Other provisions of the grant agreement incorporated by reference.

WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.

FOR THE COUNTY:  
Signature: John Lovick, Snohomish County Executive   
Date:  
FOR THE SUB-GRAANTEE:
Signature: Jack Lews, Whatcom County Executive   
Date:  
Signature: Bill Elko, Whatcom County Sheriff   
Date:

CONTRACT FORM ONLY  Reviewed and Approved: Margaret King, Deputy Prosecuting Attorney  11/15/13

SHSP-FFY13 E14-075  Page 1 of 27  Whatcom County
SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL
The individuals listed below shall be considered key personnel for point of contact under this Grant Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>SUB-GRAANTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>William D. Ekse</td>
</tr>
<tr>
<td>Title</td>
<td>Program Manager &amp; Coordinator</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:bill.ekse@co.snohomish.wa.us">bill.ekse@co.snohomish.wa.us</a></td>
</tr>
<tr>
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<td>(425) 388-5061</td>
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<tr>
<td>Name</td>
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<td>Name</td>
<td>Kent Catlin</td>
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ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS
The Sub-grantee shall comply with all applicable state and federal laws, regulations and program guidance. A non-exclusive list of laws, regulations and guidance commonly applicable to DHS/FEMA grants are listed here for reference only, and include, but are not limited to, the following:


3. Grant funds will not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Sub-grantee, upon written request by the County, the Department, DHS or FEMA, shall demonstrate through supporting records and documentation that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

4. Duplication of Benefits: There may not be a duplication of any Federal assistance by governmental entities per 2 CFR Part 225, Appendix A, Basic Guidelines, Section C.3 (c), which states: "Any cost allocable to a particular Federal award or cost objective under the principles provided for in 2 CFR Part 225 may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons." However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with existing program agreements. Non-governmental entities are also subject to this prohibition per 2 CFR Parts 220 and 230 and 48 CFR Part 31.2.
5. The Sub-grantee shall comply with all applicable federal laws, regulations and guidance referenced in the Fiscal Year (FY) 2013 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) which can be found at http://www.fema.gov/grants and is hereby incorporated in and made a part of this Agreement.

6. The Sub-grantee shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the County Attachment #1 attached to and made a part of this Agreement.

ARTICLE III – REIMBURSEMENT/INVOICING PROCEDURES

1. The Sub-grantee acknowledges that since this Grant Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Sub-grantee agrees that it will not hold the County, the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Grant Agreement prior to distribution of appropriated federal funds.

2. This is a fixed price, reimbursement Grant Agreement. Within the total Grant Agreement amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Grant Agreement. Any travel or subsistence reimbursement allowed under the Grant Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at http://www.gsa.gov without prior written approval by the County’s key personnel.

3. The Sub-grantee will submit reimbursement requests to the County by submitting an invoice form and a completed reimbursement spreadsheet (in the format provided by the County) detailing the expenditures and the allocable project for which reimbursement is sought. Reimbursement requests shall be submitted to the County’s key personnel and must be submitted no more frequently than monthly; and it is required that invoices be submitted at least quarterly.

4. Copies of receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Grant Agreement must be included with the Subgrantee’s reimbursement requests. Originals are to be maintained by the Subgrantee and be made available upon request by the County, the Department, and local, state, or federal auditors.

5. All work under this Agreement must end on or before the Agreement End Date, and the final reimbursement request must be submitted to the County within 20 days after the Agreement End Date. The maximum amount of all reimbursement requests permitted to be submitted under this Grant Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

6. No equipment or supply costs will be reimbursed until the related equipment/supplies have been received by the Sub-grantee and invoiced by the vendor.

7. Requests for reimbursement of equipment purchases must include a copy of the vendor’s invoice and packing slip or a statement signed and dated by the Sub-grantee’s authorized representative that states “all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements”.

8. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Grant Timeline) will prohibit the Sub-grantee from being reimbursed until such complete reports and reimbursement requests are submitted and the County has had reasonable time to conduct its review.
9. Final reimbursement requests will not be approved for payment if Sub-grantee is not current with all reporting requirements contained in this Agreement.

ARTICLE IV – REPORTING REQUIREMENTS
1. The Sub-grantee shall submit with each reimbursement request a progress report describing current Approved Project activities.

2. The Sub-grantee shall submit a Closeout Report and a final Grant Funded Typed Resource Report no later than 20 days after Agreement End Date.

ARTICLE V – EQUIPMENT MANAGEMENT
All equipment purchased under this Grant Agreement, by the Sub-grantee or a contractor, will be recorded and maintained in the Sub-grantee’s equipment inventory system.

1. Upon successful completion of the terms of this Grant Agreement, all equipment purchased through this Grant Agreement will be owned by the Sub-grantee, or a recognized sub-recipient for which a contract, sub-Grant Agreement, or other means of legal transfer of ownership is in place.

2. The Sub-grantee, or a recognized sub-grantee/sub-contractor, shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment including all questions of liability. The Sub-grantee shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition.

3. The Sub-grantee shall maintain equipment records that include: a description of the property; the manufacturer’s serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.

4. Records for equipment shall be retained by the Sub-grantee for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Sub-grantee until all litigation, claims, or audit findings involving the records have been resolved.

5. The Sub-grantee shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Sub-grantee to determine the cause of the difference. The Sub-grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

6. The Sub-grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the County.

7. If the Sub-grantee is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

8. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
   a. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the Sub-grantee with no further obligation to the awarding agency.
   b. Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the Sub-grantee shall compensate the Federal-sponsoring agency for its share.
9. As recipient of federal funds the Sub-grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-grantees who receive pass-through funding from this Grant Agreement.

10. Allowable equipment categories for the FY 2013 SHSP program are listed on the web-based version of the Authorized Equipment List (AEL) located at the Responder Knowledge Base at http://www.rkb.us/. Reimbursement will only be provided for equipment that (1) is on the AEL or, (2) if not on the AEL, has received prior written approval from FEMA through the Department; Sub-grantees must contact the Department representative for assistance in seeking FEMA approval for equipment not on the AEL. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or FEMA adopted standards to be eligible for purchase using HSGP funds. In addition, Sub-grantees must obtain and maintain all necessary certifications and licenses for the equipment. Sub-grantees are solely responsible for ensuring equipment eligibility.

ARTICLE VI – ENVIRONMENTAL AND HISTORICAL PRESERVATION

2. The Sub-grantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The Sub-grantee is advised that any project or expenditure with the potential to impact natural or biological resources or historic properties, including but not limited to, communication towers, physical security enhancements, new construction, renovation, or modification to buildings or structures, cannot be initiated until FEMA has completed the required EHP review. If potential impact is identified, EHP review is required prior to project implementation. Projects implemented prior to receiving EHP approval from FEMA risk de-obligation of funds.

ARTICLE VII – PROCUREMENT
The Sub-grantee shall comply with all procurement requirements of 44 CFR Part 13.36, Procurement.

All sole source contracts expected to exceed $100,000 must be submitted to the County for review and approval prior to the Sub-grantee’s award and execution of a contract. This requirement must be passed on to all of the Sub-grantee’s sub-contractors, at which point the Sub-grantee will be responsible for reviewing and approving their sub-contractor’s sole source justifications.

ARTICLE VIII – SUB-GRAANTEE MONITORING
1. The County will monitor the activities of the Sub-grantee from award to closeout. The goal of the County’s monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. As a subrecipient of federal financial assistance under Circular A-133, the Sub-grantee shall complete and return to the County Attachment #2 “OMB Circular A-133 Audit Certification Form” with the signed Grant Agreement and each fiscal year thereafter until the Grant Agreement is closed, which form is incorporated in and made a part of this Agreement.

2. Monitoring activities may include, but are not limited to:
   a. review of performance reports;
   b. monitor and document the completion of Grant Agreement deliverables;
   c. documentation of phone calls, meetings, e-mails and correspondence;
   d. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Grant Agreement budget and federal requirements;
e. observation and documentation of Grant Agreement related activities, such as exercises, training, funded events and equipment demonstrations;

f. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

3. As a sub-recipient of federal funds, the Sub-grantee is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.

ARTICLE IX – NIMS COMPLIANCE

1. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain and deliver the core capabilities needed to achieve a secure and resilient nation.

Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizing, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

2. The Sub-grantee agrees that in order to receive Federal Fiscal Year 2013 (FFY13) federal preparedness funding, to include SHSP, the National Incident Management System (NIMS) compliance requirements for 2013 must be met.

ARTICLE X – HSGP SPECIFIC REQUIREMENTS

The Washington State Military Department receives grant funding each year from the U.S. Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) through the Homeland Security Grant Program (HSGP). The FY 2013 HSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FY 2013 HSGP’s allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

1. The FFY 2013 HSGP grant stipulates the following for the overall grant funding:

   a. Up to 5 percent of HSGP funds awarded may be used for management and administrative purposes directly related to administration of the grant.

   b. At least 25 percent of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities (LETPA) linked to one or more capabilities within the NPG. The LETPA allocation can be from SHSP, UASI or both.

   c. Personnel expenses may not exceed 50 percent of the HSGP award.

2. Percentages applicable to the Sub-grantee under this Grant Agreement may differ from the above overall FFY 2013 HSGP grant stipulations:

   a. The Grant Agreement percentage for management and administration purposes may be less than, but will not exceed, the maximum 5 percent.

   b. The Grant Agreement LETPA percentage may vary, but the Sub-grantee must meet the percentage identified on the Budget Sheet as a minimum.
c. The Grant Agreement percentage for personnel expenses may vary, but the Sub-grantee must not exceed the percentage identified on the Budget Sheet.

3. Use of HSGP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy.

4. SHSP-funded projects must address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events.

In addition, SHSP projects are to support the implementation of the National Preparedness Guidelines, the National Incident Management System, the National Response Framework, the National Strategy for Information Sharing, the National Infrastructure Protection Plan, and the State Preparedness Report.

5. The Sub-grantee shall use HSGP funds only to perform tasks as described in the Sub-grantee’s application for funding, as approved by the County.

6. Exercises should be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted as stipulated in the https://hseep.dhs.gov/pages/1001_HSEEP.aspx

7. Equipment must be in compliance with the FEMA Authorized Equipment List (AEL), as detailed at: http://www.rkb.us/.

8. Sub-grantees will provide reports and/or assist with completion of reports required by the grant including but not limited to the SPR, THIRA, core capabilities assessment, and data calls.

9. Cumulative changes to budget categories in excess of 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the County. In no case shall the total budget amount exceed the Grant Agreement amount. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

10. The Sub-grantee or a Subcontractor shall submit all proposed equipment purchases to the Committee on Homeland Security, Subcommittee on Equipment, to ensure that the requested equipment is on the Authorized Equipment List, is aligned with the statewide equipment purchasing strategy, and meets all statewide interoperability and standardization requirements. No reimbursement for equipment costs shall be made occur until the appropriate approvals have been obtained.

11. Equipment purchased with funds from DHS grant programs is to be marked with “Purchased with funds provided by the U.S. Department of Homeland Security” whenever possible.

12. As a recipient of federal financial assistance under this Agreement, the Sub-grantee shall comply with all applicable state and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:

a. All applicable state and federal statutes, regulations and executive orders relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794), which prohibits discrimination on the basis of disability; (e) the Age Discrimination

b. All applicable state and federal statutes, regulations, executive orders and guidelines relating to environmental and historical preservation, including but not limited to the following: (a) the Coastal Wetlands Planning, Protection and Restoration Act of 1990, as amended (16 U.S.C. 3951 et seq.), Executive Order 11990 and 44 CFR Part 9; (b) the Clean Air Act of 1970, as amended (42 U.S.C. §7401) and the Clean Water Act of 1977, as amended (38 U.S.C. §§ 1251-1387) and Executive Order 11738; (c) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972, as amended (P.L. 92-583, 16 U.S.C. §§1451 et seq.); (d) the National Environmental Policy Act, as amended (42 U.S.C. §4321); (e) the Safe Drinking Water Act of 1974, as amended (PL 93-523); (f) the Endangered Species Act of 1973, as amended (PL 93-205); and (g) the National Historic Preservation Act, as amended (PL 89-665, 16 U.S.C. §470 et seq.) and 36 CFR Part 800.


d. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) and 2 CFR §175.


13. The Sub-grantee must comply with any Federal requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

14. The Sub-grantee must obtain DHS approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
15. The Sub-grantee must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

16. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-grantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the County for forwarding to the Department and the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Sub-grantee, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

17. If the Sub-grantee collects personally identifiable information (PII), the Sub-grantee must have a publicly-available policy that describes what PII is collected, how the PII is used, whether the PII is shared with third parties, and how individuals may have their PII corrected as necessary.

18. The Sub-grantee and any of its sub-recipients are required to be non-delinquent in repayment of any Federal debt.
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA) Grants

A.1 DEFINITIONS
As used throughout this Grant Agreement, the following terms will have the meaning set forth below:

a. "Department" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.

b. "Sub-grantee" means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.

c. "Sub-grantee Agent" means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.

d. "Grantee" means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, Snohomish County is the Grantee. The Grantee and the County are one and the same.

e. "Monitoring Activities" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.

f. "Investment Justification" means grant application investment justification submitted by the Sub-grantee describing the project for which federal funding is sought and provided under this Grant Agreement. Such grant application investment justification is hereby incorporated into this Grant Agreement by reference.

g. “PL” — is defined and used herein to mean the Public Law.

h. “CFR” — is defined and used herein to mean the Code of Federal Regulations.

i. "OMB" — is defined and used herein to mean the Office of Management and Budget.

j. "WAC" — is defined and used herein to mean the Washington Administrative Code.

k. "RCW" — is defined and used herein to mean the Revised Code of Washington.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)
Non-federal entities, as subrecipients of a federal award, that expend $500,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than $500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. As defined in Circular A-133, the term “non-federal entity” means a State, local government, or non-profit organization, and the term “State” includes Indian tribes. Circular A-133 is available on the OMB Home Page at http://www.omb.gov.

Sub-grantees that qualify as subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Sub-grantee has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State
Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

The Sub-grantee shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure any sub-contractors also maintain auditable records.

The Sub-grantee is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Sub-grantee must respond to the County or the Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The County or the Department reserves the right to recover from the Sub-grantee all disallowed costs resulting from the audit.

Once the single audit has been completed, the Sub-grantee must send a full copy of the audit to the County and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Sub-grantee must send the audit and letter no later than nine (9) months after the end of the Sub-grantee’s fiscal year(s) to:

Regional Coordinator
Snohomish County – Dept. of Emergency Management
720 80th Street SW, Building A
Everett, WA 98203

In addition to sending a copy of the audit, the Subgrantee must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If Subgrantee claims it is exempt from the audit requirements of Circular A-133, Subgrantee must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subgrantee fiscal year(s) to the same address shown above. The County retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Sub-grantee shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the Sub-grantees failure to comply with said audit requirements may result in one or more of the following actions in the County’s sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED
The County shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Sub-grantee shall not invoice the County in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS
The Sub-grantee or the County may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the County and the Sub-grantee. No other understandings or agreements, written or oral, shall be binding on the parties.
A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42

The Sub-grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

County and Sub-grantee agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the Sub-grantee certifies that the Sub-grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the County or the Department, the Sub-grantee shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Sub-grantee for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the Sub-grantee agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Sub-grantee certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the Sub-grantee may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (SAM) maintained by the federal government. The Sub-grantee also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries’ "Debarred Contractor List" (http://www.lni.wa.gov/TradesLicensing/PreyWage/Awarding
Agencies/DebarredContractors/).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Sub-grantee hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Sub-grantee to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the Sub-grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Sub-grantee will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative
agreements) and that all sub-recipients shall certify and disclose accordingly. This
certification is a material representation of fact upon which reliance was placed when
this transaction was made or entered into, and is a prerequisite for making or entering
into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST
No officer or employee of the County; no member, officer, or employee of the Sub-
grantee or its designees or agents; no member of the governing body of the jurisdiction
in which the project is undertaken or located; and no other official of such the Sub-
grantee who exercises any functions or responsibilities with respect to the project during
his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect,
in any contract, subcontract, or the proceeds thereof, for work to be performed in
connection with the project assisted under this Grant Agreement. The Sub-grantee shall
incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision
prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT
POLICIES
The Sub-grantee and all its contractors shall comply with, and the County is not
responsible for determining compliance with, any and all applicable federal, state, and
local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation
includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and
Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA),
the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as
amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees
(48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on
Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline
Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy
Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and
Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the Sub-grantee’s or its contractor’s noncompliance or refusal to comply
with any applicable law, regulation, executive order, OMB Circular or policy, the County
may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole
discretion. The Sub-grantee is responsible for all costs or liability arising from its failure
to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.11 DISCLOSURE
The use or disclosure by any party of any information concerning the County for any
purpose not directly connected with the administration of the County’s or the Sub-
grantee’s responsibilities with respect to services provided under this Grant Agreement
is prohibited except by prior written consent of the County or as required to comply with
the state Public Records Act, other law or court order.

A.12 DISPUTES
Except as otherwise provided in this contract, when a bona fide dispute arises between
the parties and it cannot be resolved through discussion and negotiation, either party
may request a dispute resolution panel to resolve the dispute. A request for a dispute
resolution board shall be in writing, state the disputed issues, state the relative positions
of the parties, and be sent to all parties. The panel shall consist of a representative
appointed by the County, a representative appointed by the Contractor and a third party
mutually agreed upon by both parties. The panel shall, by majority vote, resolve the
dispute. Each party shall bear the cost for its panel member and its attorney fees and
costs, and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS
It is understood and agreed that this Grant Agreement is solely for the benefit of the
parties to the Grant Agreement and gives no right to any other party. No joint venture or
partnership is formed as a result of this Grant Agreement.
To the extent allowed by law, the Sub-grantee, its successors or assigns, will protect, save and hold harmless the County, the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Sub-grantee, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the Sub-grantee further agrees to defend the County, the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys’ fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the County; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the County, and (2) the Sub-grantee, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sub-grantee, or Sub-grantee’s agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – Authorized Signature
The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the County’s Authorized Signature representative and the Authorized Signature representative of the Sub-grantee or Alternate for the Sub-grantee, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Sub-grantee shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the County may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a “Termination for Cause” without providing the Sub-grantee an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under “Amendments and Modifications” to comply with new funding limitations and conditions, although the County has no obligation to do so.

A.16 NONASSIGNABILITY
Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the Sub-grantee.
A.17 NONDISCRIMINATION
The Sub-grantee shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.18 NOTICES
The Sub-grantee shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)
The Sub-grantee represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Sub-grantee’s performance under this Grant Agreement. To the extent allowed by law, the Sub-grantee further agrees to indemnify and hold harmless the County, the Department and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys’ fees assessed against the County, as a result of the failure of the Sub-grantee to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES
The County makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the Sub-grantee. The Sub-grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the County, the Department and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY
No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION
The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY
The Sub-grantee agrees to submit to the County prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the County’s name is mentioned or language used from which the connection of the County’s name may, in the County’s judgment, be inferred or implied. The Sub-grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of the County. The Sub-grantee may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA’s financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA’s views.
A.24 RECAPTURE PROVISION
In the event the Sub-grantee fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the County reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the Sub-grantee of funds under this recapture provision shall occur within 30 days of demand.

In the event the County is required to institute legal proceedings to enforce the recapture provision, the County shall be entitled to its costs thereof, including attorney fees.

A.25 RECORDS
a. The Sub-grantee agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Sub-grantee's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").

b. The Sub-grantee's records related to this Grant Agreement and the projects funded may be inspected and audited by the County, the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Sub-grantee with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.

c. The records shall be made available by the Sub-grantee for such inspection and audit, together with suitable space for such purpose, at any and all times during the Sub-grantee's normal working day.

d. The Sub-grantee shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN
While the County and the Department undertakes to assist the Sub-grantee with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the Sub-grantee. The County, the Department undertakes no responsibility to the Sub-grantee, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Sub-grantee, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Sub-grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The Sub-grantee shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Sub-grantee in connection with the project. The Sub-grantee shall not look to the County, the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY
If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does
not affect other provisions, terms or conditions of the Grant Agreement, which can be
given effect without the invalid provision. To this end, the terms and conditions of this
Grant Agreement are declared severable.

A.28 SUB-CONTRACTING
The Sub-grantee shall use a competitive procurement process in the award of any
contracts with contractors or sub-contractors that are entered into under the original
contract award. The procurement process followed shall be in accordance with 44 CFR
Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements
to State and Local Governments, or with OMB Circular A-110, Uniform Administrative
Requirements for Grants and Other Agreements with Institutions of Higher Education,
Hospitals, and Other Nonprofit Organizations, as applicable to the Sub-grantee.
Sub-Grantees must comply with the following provisions regarding procurement, and all
Sub-Grantee contracts with sub-contractors must contain the following provisions
regarding procurement, per 44 CFR Part 13.36(i):

1) Administrative, contractual, or legal remedies in instances where contractors violate
or breach contract terms, and provide for such sanctions and penalties as may be
appropriate. (All contracts more than the simplified acquisition threshold).

2) Termination for cause and for convenience by the grantee or sub-grantee including
the manner by which it will be effected and the basis for settlement. (All contracts in
excess of $10,000).

3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal
Employment Opportunity,” as amended by Executive Order 11375 of October 13,
1967, and as supplemented in Department of Labor regulations (41 CFR chapter
60). (All construction contracts awarded in excess of $10,000 by grantees and their
contractors or sub-grantees).

4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented
in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for
construction or repair).

5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented
by Department of Labor regulations (29 CFR part 5). (Construction contracts in
excess of $2,000 awarded by grantees and sub-grantees when required by Federal
grant program legislation).

6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety
Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor
regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-
grantees in excess of $2,000, and in excess of $2,500 for other contracts which
invoke the employment of mechanics or laborers).

7) Notice of awarding agency requirements and regulations pertaining to reporting.

8) Notice of awarding agency requirements and regulations pertaining to patent rights
with respect to any discovery or invention which arises or is developed in the course
of or under such contract.

9) Awarding agency requirements and regulations pertaining to copyrights and rights in
data.

10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller
General of the United States, or any of their duly authorized representatives to any
books, documents, papers, and records of the contractor which are directly pertinent
to that specific contract for the purpose of making audit, examination, excerpts, and
transcriptions.
11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of $100,000).


The County and the Department reserve the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The Sub-Grantee must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project to allow the Sub-Grantee, the County and the Department to make a determination on eligibility of project costs.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.29 SUB-GRANTEE NOT EMPLOYEE
The parties intend that an independent contractor relationship will be created by this Grant Agreement. The Sub-grantee, and/or employees or agents performing under this Grant Agreement are not employees or agents of the County or the Department in any manner whatsoever. The Sub-grantee will not be presented as nor claim to be an officer or employee of the County, the Department or of the State of Washington by reason of this Grant Agreement, nor will the Sub-grantee make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen’s Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

A.30 TAXES, FEES AND LICENSES
Unless otherwise provided in this Grant Agreement, the Sub-grantee shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Sub-grantee or its staff required by statute or regulation that are applicable to Grant Agreement performance.

A.31 TERMINATION FOR CONVENIENCE
Notwithstanding any provisions of this Grant Agreement, the Sub-grantee may terminate this Grant Agreement by providing written notice of such termination to the County’s Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the County in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Sub-grantee. Upon notice of termination for convenience, the County reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the Sub-grantee from incurring additional obligations of funds. In the event of termination, the Sub-grantee shall be liable for all damages as authorized by law. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.
A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the County, in its sole discretion, determines the Sub-grantee has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Sub-grantee unable to perform any aspect of the Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the County has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The County may notify the Sub-grantee in writing of the need to take corrective action and provide a period of time in which to cure. The County is not required to allow the Sub-grantee an opportunity to cure if it is not feasible as determined solely within the County's discretion. Any time allowed for cure shall not diminish or eliminate the Sub-grantee liability for damages or otherwise affect any other remedies available to the County. If the County allows the Sub-grantee an opportunity to cure, the County shall notify the Sub-grantee in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the County, or if such corrective action is deemed by the County to be insufficient, the Grant Agreement may be terminated in whole or in part.

The County reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the Sub-grantee from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Sub-grantee, if allowed, or pending a decision by the County to terminate the Grant Agreement in whole or in part.

In the event of termination, the Sub-grantee shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Sub-grantee: (1) was not in default or material breach, or (2) failure to perform was outside of the Sub-grantee's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the County terminates this Grant Agreement, the Sub-grantee shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the County may require the Sub-grantee to deliver to the County any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the County shall pay to the Sub-grantee agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the County prior to the effective date of Grant Agreement termination, and the amount agreed upon by the Sub-grantee and the County for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the County, (iii) other work, services and/or equipment or supplies which are accepted by the County, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the County shall determine the extent of the liability of the County. The County shall have no other obligation to the Sub-grantee for termination. The County may withhold from any
amounts due the Sub-grantee such sum as the County determines to be necessary to protect the County against potential loss or liability. The rights and remedies of the County provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law. After receipt of a notice of termination, and except as otherwise directed by the County in writing, the Sub-grantee shall:

a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
c. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interest of the Sub-grantee under the orders and sub-contracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the County to the extent the County may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to the County and deliver in the manner, at the times, and to the extent directed by the County any property which, if the Grant Agreement had been completed, would have been required to be furnished to the County;
f. Complete performance of such part of the work as shall not have been terminated by the County in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the County may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the Sub-grantee and in which the County has or may acquire an interest.

A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT
Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Sub-grantee may be required to provide to the County copies of receipts for any travel related expenses other than meals and mileage (example: parking).

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)
The Sub-grantee is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The Sub-grantee may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 WAIVERS
No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the County in writing. The County's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Grant Agreement.

A.37 VENUE
This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Snohomish County, Washington. The Sub-grantee, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.
# 2013 Homeland Security Grant (HSGP)
## STATE HOMELAND SECURITY PROGRAM (SHSP)
### APPROVED PROJECTS

**Agency:** Whatcom County - Division of Emergency Management

The Washington State Military Department Emergency Management Division's (EMD) Homeland Security Section is responsible for programs designed to prepare and improve the State’s ability to prepare for, prevent, protect against, respond to and recover from terrorist attacks and other major disasters. Through the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the FFY 2013 Homeland Security Grant Program (HSGP) is providing funds to enhance the capability of state and local units of government to make measurable progress towards the achievement of the National Preparedness Guidelines by addressing the unique exercise, training, planning, organization, equipment, and administration needs of citizen preparedness and of emergency responders.

Washington State is subdivided into nine (9) Homeland Security Regions. Within each of the nine regions a Regional Homeland Security Coordinating Office (RHSCO) has been identified. Snohomish County is the Region 1 RHSCO. Region 1 has been approved for the projects listed. Whatcom County is a part of Region 1.

**Whatcom County** (herein known as the Sub-Grantee) is authorized for grant spending in one or all of the following approved project(s).

<table>
<thead>
<tr>
<th>PROJECT #1</th>
<th>Citizen Preparedness</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Description</strong></td>
<td>Public education is a cornerstone of the statewide strategy and the objective for this project is a more prepared citizenry, and improved community resilience. Specifically, Region-1 plans to increase whole community preparedness by encouraging people to be prepared at home and at work with a plan, a kit, and by getting involved. The campaign includes community presentations, advertising, publicity, social media, preparedness events, incentives, training programs, and will reach out to all counties, cities, and tribes as well as private sector partners. Citizens will be better prepared to mitigate, respond, and recover in the event of a catastrophe. Our activities include emergency sheltering development, expansion of Medical Reserve Corps, and sustainment of CERT type programs.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT #2</th>
<th>Strengthen Preparedness and Planning</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Description</strong></td>
<td>Regional collaboration initiatives will help ensure coordination of all-hazard planning efforts, implementation of training and exercises, and the purchase and maintenance of equipment to protect the community, economy, and environment. Specific efforts include NIMS and IMT training; purchase and training on CBRNE response equipment/PPE, including public information &amp; warning systems, forensics &amp; attribution equipment funding, regional CBRNE response aviation asset equipment, training and exercises; support for our Regional Intelligence Group (RIG-1); protection of critical infrastructure; equipping SAR/USAR/HAZMAT teams; EOC upgrades; cyber security initiatives; and developing mass fatality and mass care capabilities. Additionally we will support public health needs, and encouraging volunteer programs.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT #3</th>
<th>Strengthen Communications</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Description</strong></td>
<td>Strengthen and maintain capability for timely communications in support of security, situational awareness, and operations among affected communities and all response forces (Such as LE, FS, HazMat, SAR, EMS, Public Works, etc.). Ensure/maintain the capacity to establish interoperable voice and data communications between federal, state, and local responders (Primary and secondary). Among our priority communication related projects are improving First Responder communications including upgrades to our PSAPs, CAD systems, and emergency radio system infrastructure; upgrades to EOC communications (fixed location and mobile); recruiting, training and equipping our amateur radio volunteers; fiber-optic connectivity projects; maintaining and upgrading mobile command &amp; communication type vehicles. This investment will include planning, training, and exercise activities, and will include the purchase of public information and warning technologies.</td>
</tr>
</tbody>
</table>
### GRANT TIMELINE

**FFY13 Homeland Security Grant Program (HSGP)**  
**State Homeland Security Program (SHSP)**

<table>
<thead>
<tr>
<th>TIME LINE</th>
<th>TASK</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2013</td>
<td>Start of Grant performance period</td>
</tr>
<tr>
<td>No less than Quarterly</td>
<td>Submission of Reimbursement Requests and Progress Report</td>
</tr>
<tr>
<td>July 31, 2015</td>
<td>Agreement End Date. All work ceases. Contract and Grant performance period ends.</td>
</tr>
<tr>
<td>NLT: 20 days after Grant performance period ends</td>
<td>Closeout Report, Grant Funded Typed Resource Report (Jul – Aug 2015), final request for reimbursement. Reports are due before final invoice can be reimbursed.</td>
</tr>
</tbody>
</table>
## Whatcom County

<table>
<thead>
<tr>
<th>SOLUTION AREA</th>
<th>CATEGORY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLANNING</td>
<td>Salaries &amp; Benefits</td>
<td>$23,707</td>
</tr>
<tr>
<td></td>
<td>Goods &amp; Services</td>
<td>$3,000</td>
</tr>
<tr>
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<td>Travel/Per Diem</td>
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| Law Enforcement Terrorism Prevention Activities | $16,691 | 25% of Agreement Amount |
| Personnel Expenses: | $23,707 | 36% of Agreement Amount |

Cumulative changes to Solution Areas in excess of 10% of the contract award will not be reimbursed without prior written authorization from the County.

To manage SHSP caps (5% M&A and 50% Personnel expenses) reimbursement requests for Management & Administration and Personnel expenses above the current allocation will not be reimbursed without an approved amendment.
ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET
For Compliance With The Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below $25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance, Subrecipients are required by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for each contract for the State’s submission in to the FFATA portal.

ADDITIONAL PROVISIONS

A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.

B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than $25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below $25,000 but subsequent grant modifications result in a total subaward equal to or over $25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds $25,000. If the initial subaward equals or exceeds $25,000 but funding is subsequently de-obligated such that the total award amount falls below $25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.

1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for
organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards; and

2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.
Subrecipient Agency: Whatcom County

Grant and Year: SHSP-13
Agreement Number: E14-075

Completed by: Frances Burkhart
Program Specialist
Name: Title
Telephone: 1-360-778-7161

Date Completed:

**WORKSHEET**

**STEP 1**

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**STEP 6**

If your organization does not meet these criteria, specifically identify below each criterion that is not met for your organization: For Example: “Our organization received less than $25,000.”

Whatcom County received less than 80% of its annual gross revenue from federal funding.

**Signature:** [Signature]

**Date:** 12/9/13

*Total compensation refers to:
- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee*

Additional Resources:
http://www.whitehouse.gov/omb/open
http://www.hrsa.gov/grants/ffata.html
http://www.grants.gov/
OMB Circular A-133 Audit Certification Form
Audits of States, Local Governments, and Non-Profit Organizations

Contact Information

Subrecipient (Sub-Grantee) Name: Whatcom County
Authorized Financial Official: Brad Bennett
Address: 311 Grand Avenue, Bellingham, WA 98225
Email: bbennett@co.whatcom.wa.us Phone #: 1-360-676-6734

Purpose: As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients exceeding $500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf, and it should be consulted when completing this form.

Directions: As required by OMB Circular A-133, non-federal entities that expend $500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is not subject to A-133 requirements, you must complete Section A of this Form. If your entity is required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply):

☐ We did not expend $500,000 or more of total federal awards during the fiscal year.
☐ We are a for-profit agency.
☐ We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133

(Complete the information below and check the appropriate box)

☒ We completed our last A-133 Audit on 09/23/2013 for Fiscal Year ending 12/13/2012. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at: http://www.sao.wa.gov/auditreports/auditreportfiles/ar1010488.pdf.

☐ We completed our last A-133 Audit on [enter date] for Fiscal Year ending [enter date]. There were findings related to federal awards.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at: http://www.

☐ Our completed A-133 Audit will be available on [enter date] for Fiscal Year ending [enter date]. We will forward a copy of the audit report to you at that time unless it will be available online at:

http://www.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from MIL/EMD until the grant agreement contract is closed.

Signature of Authorized Financial Official: __________________________ Date: 12/13/13

Print Name & Title: Brad Bennet, Finance Manager

WMD Form 1009-13, 8/19/2013

SHSP-FFY13 E14-075 Page 27 of 27 Whatcom County 114
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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TITLE OF DOCUMENT:

Rural Element Water Resources

ATTACHMENTS:

1. Memorandum to County Council
2. Proposed Ordinance, including draft amendments and Findings of Fact and Reasons for Action
3. Staff Report and December 3, 2013 Staff Report Addendum
4. Findings of the Planning Commission
5. Memoranda from Public Works and Health on water resources protection in Whatcom County

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

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

 Requested Date

The Council must hold a hearing if they want to take action that differs from the Planning Commission’s recommendation [WCC 2.160.100(2)].

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

A proposed ordinance to amend the Whatcom County Comprehensive plan to resolve an issue appealed to the Growth Management Hearings Board, adopting by reference existing County code provisions regarding water resources.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: PLN2012-00012

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

THROUGH: Mark Personius, AICP, Long Range Planning Manager

FROM: Gary Davis, AICP, Senior Planner

DATE: January 6, 2014

SUBJECT: Rural Element Water Resources

PDS is forwarding to the County Council the Planning Commission’s recommendations and findings on Comprehensive Plan amendments related to water resources in rural areas. The amendments are scheduled for introduction on January 14, and for Planning and Development Committee and, if needed, a public hearing on January 28.

In 2011 and 2012 Whatcom County adopted changes to its Comprehensive Plan, Zoning Code, and zoning maps in response to the Growth Management Hearings Board’s orders that found the County out of compliance with GMA’s rural element requirements (Case No. 11-2-0010c). Two of the petitioners in that case filed a separate appeal (Case No. 12-2-0013) of the County’s 2012 ordinance (No. 2012-032), focusing on whether that ordinance complies with RCW 36.70A.070(5)(c)(iv), which requires measures protecting surface and ground water resources. In its June 7, 2013 decision, the hearings board concluded the County’s rural element, as amended by Ordinance 2012-032, does not contain such measures. The County has appealed that decision, and that appeal is ongoing. In the meantime, the County has been working to respond to that decision by proposing Comprehensive Plan amendments that adopt by reference existing code provisions. This would make the measures part of the Plan’s rural element which must contain measures to protect water resources, per RCW 36.70A.070(5)(c)(iv). No changes to existing regulations are being proposed.

The agenda bill packet for this item contains the draft ordinance as well as the original September 30, 2013 staff report and the December 3, 2013 addendum to that staff report, which discusses the most recent proposed Comprehensive Plan amendments.

Also included in the packet are memoranda from the Whatcom County Public Works and Health outlining other current County practices protecting water resources. These memoranda are intended to give the Council additional background information on what is currently being done to protect water resources in Whatcom County. If you have questions, please contact me at extension 50246.
SPONSORED BY: ________
PROPOSED BY: ________
INTRODUCTION DATE: _____________

ORDINANCE NO. ________

ORDINANCE AMENDING THE WHATCOM COUNTY COMPREHENSIVE PLAN
AND MAPS, TO IMPLEMENT CHANGES RELATING TO RURAL LAND USE
PLANNING

WHEREAS, the Washington State Growth Management Act (GMA) requires
Whatcom County to include a rural element in its Comprehensive Plan that governs
rural development; and

WHEREAS, GMA allows Comprehensive Plan revisions outside the annual
concurrent review in order to resolve an appeal of a Comprehensive Plan filed with
the Growth Management Hearings Board or with the court; and

WHEREAS, the recommended amendments have been considered by the
Whatcom County Planning Commission, the Whatcom County Council Planning and
Development Committee and the Whatcom County Council; and

WHEREAS, legal notice requirements have been met; and

WHEREAS, the County Council finds the Comprehensive Plan and zoning
amendments in the interest of the public health, safety, and welfare, based on the
following findings and conclusions:

FINDINGS OF FACT

1) Whatcom County proposes amendments to its Comprehensive Plan and Zoning
Code in response to the Washington State Growth Management Hearings
Board’s June 7, 2013 Compliance Order (GMHB No. 12-2-0013).

2) An addendum to the May 1, 2009 determination of non-significance (DNS) was
issued under the State Environmental Policy Act (SEPA) on December 20, 2013.

3) The proposed amendments were posted on the County website on September
30, 2013.

4) Notice that the proposal had been posted on the County website was sent to
citizens, citizens groups, cities, service providers, media and other groups on the
County’s e-mail list on September 30, 2013.

5) Notice of the subject amendment was submitted to the Washington State
Department of Commerce on September 30, 2013.
6) Notice of the Planning Commission hearings for the subject amendment was published in the Bellingham Herald on November 29, 2013.

7) Notice of the Planning Commission hearing for the subject amendment was posted on the County’s website on November 27, 2013.

8) The Planning Commission held a public hearing on the subject amendment on December 12, 2013.

**GMA Requirements**

9) The Washington Growth Management Act (GMA) requires county comprehensive plans to include a rural element that protects the county’s established rural character by containing or otherwise controlling rural development.

10) GMA (RCW 36.70A.070(5)(a)) allows counties to consider local circumstances in its rural element but requires counties to develop a written record explaining how the rural element harmonizes the planning goals in RCW 36.70A.020 and meets the requirements of RCW 36.70A. (See Conclusions 2 and 3 below).

11) GMA requires that the rural element of a county comprehensive plan provide measures governing rural development that protect the rural character by:
   a) Containing or otherwise controlling rural development;
   b) Assuring visual compatibility of rural development with the surrounding rural area;
   c) Reducing the inappropriate conversion of undeveloped land into sprawling, low-density development in the rural area;
   d) Protecting critical areas, as provided in RCW 36.70A.060, and surface and ground water resources; and
   e) Protecting against conflicts with the use of agricultural, forest, and mineral resource lands designated under RCW 36.70A.170.

12) GMA requires local governments that are required or choose to plan under GMA to utilize a process established by the Washington State Attorney General to assure that proposed regulatory or administrative actions do not result in an unconstitutional taking of private property. (RCW 36.70A.370) The Whatcom County Prosecutor’s office informed the County Council of this requirement and, in accordance with Attorney General’s Advisory Memorandum, advised them regarding the proposed amendments with respect to avoiding unconstitutional taking of private property.

**Growth Management Hearings Board Decisions: Futurewise vs. Whatcom County**

13) The January 4, 2013 GMHB Compliance Order in Futurewise et al v. Whatcom County (#11-2-0010c) found some amendments adopted under Ordinance 2012-032 out of compliance with respect to several issues involving
Comprehensive Plan policies, LAMIRD boundaries and development regulations, and found invalidity on some of those issues.

14) In its June 7, 2013 Compliance Order in Futurewise et al v. Whatcom County (#12-2-0013) the Growth Management Hearings Board found the Whatcom County Comprehensive Plan’s Rural Element did not contain measures to protect water quality.

Whatcom County Policy and Requirements

15) WCC 2.160.080 requires that, in order to approve the proposed comprehensive plan amendments the Planning Commission and County Council must find all of the following:

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

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

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

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

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

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

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

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

16) Whatcom County’s County-wide Planning Policy N.2 states, “The Cities and the County in cooperation with other municipal corporations and tribal governments shall adopt zoning regulations and development standards to protect water resources. Where there are potential conflicts with designations
required by the Growth Management Act, such as natural resource lands and critical areas, water resource protection shall generally have priority.”

Public Participation

17) Whatcom County’s County-wide Planning Policies include policies related to citizen involvement:

a) County-wide Planning Policy A.2 states, “The county and the cities shall provide opportunities for citizens to become involved in the growth management planning process through various mechanisms, such as surveys, public workshops, meetings, hearings, and advisory committees.”

b) County-wide Planning Policy A.4 states, “Citizen comments and viewpoints shall be incorporated into the decision-making process in development of draft plans and regulations. Consideration of citizen comments shall be evident in the decision-making process.”

18) The Whatcom County Planning Commission held a public hearing on December 12, 2013. Since publication of the first draft amendments on September 30, 2013, the most current draft amendments have been continuously posted on the County’s web site, as have all documents presented to the Planning Commission and all written public comments.

CONCLUSIONS

1) The proposed amendments are consistent with the goals and requirements of the Washington Growth Management Act (GMA) and are in the public interest, and the proposed amendments to Whatcom County Code and the Official Zoning Maps are consistent with the Comprehensive Plan.

2) The rural element of the Comprehensive Plan harmonizes the GMA planning goals in RCW 36.70A.020, as described in Conclusion 2 of Ordinances 2013-028 and 2012-032, which are adopted herein by reference. The provisions of this ordinance further harmonize the GMA planning goals by adopting measures to protect water quality, consistent with GMA Goal 10 Environment by adding to Comprehensive Plan Policy 2DD-2.C additional measures to protect water resources.

3) The rural element of the Comprehensive Plan, as amended, meets the requirements of the Growth Management Act, RCW 36.70A by adding to WCC Title 20 Zoning, and Comprehensive Plan Policy 2DD-2.C additional measures to protect water resources, as required in RCW 36.70A.070(5)(c)(iv).

4) The amendments to the rural element of the Comprehensive Plan address the noncompliance finding of the June 7, 2013 GMHB Compliance Order in Futurewise et al v. Whatcom County (#12-2-003) by adding to Comprehensive Plan Policy 2DD-2.C additional measures to protect water resources, as required in RCW 36.70A.070(5)(c)(iv).
5) The subject comprehensive plan amendment complies with the approval criteria of WCC 2.160.080, which requires that the County must find the following criteria, are satisfied in order to approve the proposed comprehensive plan amendment.

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

i) *Growth Management Act*

The amendments are consistent with the Growth Management Act as described in Conclusions 3 and 4, above.

ii) *County-Wide Planning Policies*

County-wide Planning Policy N.2 states, “The Cities and the County in cooperation with other municipal corporations and tribal governments shall adopt zoning regulations and development standards to protect water resources. Where there are potential conflicts with designations required by the Growth Management Act, such as natural resource lands and critical areas, water resource protection shall generally have priority.” The proposed changes to Comprehensive Plan Policy 2DD-2.C are consistent with this policy.

County-wide Planning Policies P.1 and P.2 reflect GMA Planning Goal (6) (RCW 36.70A.020(6), which states private property shall not be taken for public uses without just compensation, and Whatcom County Charter Section 1.11, which states no regulation or ordinance shall be drafted and adopted without consideration of and provisions for compensation to those unduly burdened. The Comprehensive Plan amendments do not result in a taking of private property for public use without compensation. The Whatcom County Prosecuting Attorney’s office has advised the County Council on the Attorney General’s Advisory Memorandum on Avoiding Unconstitutional Takings of Private Property, per RCW 36.70A.370.

iii) *Whatcom County Comprehensive Plan*

The proposed Comprehensive Plan amendments are consistent with Comprehensive Plan Goal 11E, which states, “Protect and enhance water quality and promote sustainable and efficient use of water resources,” and Goal 11F, which states, “Protect and enhance Whatcom County’s surface water and groundwater quality for current and future generations.”
iv) Interlocal Agreements

The interlocal agreements between Whatcom County and the cities require coordination on adopting population projections and reviewing UGAs. The amendments do not adopt new population projections without City-County coordination.

b) Further studies made or accepted by the department of planning and development services indicate changed conditions that show need for the comprehensive plan amendment.

The need for this Comprehensive Plan amendment and accompanying Zoning Code and Zoning Map amendments is generated by the Growth Management Hearings Board's June 7, 2013 Compliance Order.

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

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

The proposed amendments would not increase growth rural Whatcom County beyond what is planned in the Comprehensive Plan.

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

No amendments are proposed that increase densities or intensity of uses or increase the demand for services and facilities beyond levels needed to serve development under existing zoning.

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

No amendments are proposed that increase adverse impacts on designated resource lands.

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

No rezonings are proposed.

e) Urban growth area amendments that propose the expansion of an urban growth area boundary shall be required to acquire development rights from a
designated TDR sending area, unless one of the exceptions set forth in WCC 2.160.080(A)(5) applies to the amendment.

No urban growth area amendments are proposed.

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

Section 1. The Whatcom County Comprehensive Plan is hereby amended as shown on Exhibit A.

Section 2. Adjudication of invalidity of any of the sections, clauses, or provisions of this Ordinance shall not affect or impair the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this ___ day of ________________ 2014.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

APPROVED as to form: Council Chair

( ) Approved ( ) Denied

Civil Deputy Prosecutor

Jack Louws, Executive

Date:
EXHIBIT A
Comprehensive Plan Amendments
Chapter Two

LAND USE

RURAL LANDS – INTRODUCTION

GOAL 2DD: Retain the character and lifestyle of rural Whatcom County.

Policy 2DD-2: Protect the character of the rural area through the County’s development regulations. In addition to the policies of this plan that provide measures governing rural development, the following County’s key development regulations are incorporated into this plan by reference to assure that the plan contains measures to protect rural character:

C. Measures to protect critical areas and surface and groundwater resources:

1. Protect the functions and values of critical areas (geologically hazardous areas, frequently flooded areas, critical aquifer recharge areas, wetlands, and habitat conservation areas) and the ecological processes that sustain them, through WCC 16.16 Critical Areas provisions, adopted herein by reference.

2. Minimize the adverse effects of discharges from on-site sewage systems on ground and surface waters through WCC 24.05, adopted herein by reference.

3. Preserve and protect unique and important water resources through development standards in WCC 20.71 Water Resource Protection Overlay District and WCC 20.51 Lake Whatcom Watershed Overlay District, adopted herein by reference:
4. Protect surface and ground water resources through stormwater management standards established in the County’s Development Standards per WCC 20.80.630 through .636, WCC 20.51, 12.08.035 and referenced in the following Zoning Code provisions, adopted herein by reference:
   a. 20.32.656 Drainage, Residential Rural District;
   b. 20.34.659 Drainage, Rural Residential-Island District;
   c. 20.36.656 Drainage, Rural District;
   d. 20.37.655 Drainage, Point Roberts Transitional District;
   e. 20.44.652 Drainage, Recreation and Open Space District;
   f. 20.59.704 Drainage, Rural General Commercial District;
   g. 20.60.655 Drainage, Neighborhood Commercial District;
   h. 20.61.704 Drainage, Small Town Commercial District;
   i. 20.63.654 Drainage, Tourist Commercial District;
   j. 20.64.655 Drainage, Resort Commercial District;
   k. 20.67.653 Drainage, General Manufacturing District;
   l. 20.69.655 Drainage, Rural Industrial and Manufacturing District.

5. Assure that subdivisions meet requirements for critical areas, shoreline management, and stormwater management through the standards in the following Whatcom County Land Division regulations, adopted herein by reference:
   a. WCC 21.04.034 Application Procedures, Short Subdivisions
   b. WCC 21.05.037 Hearing Examiner Notice Hearing and Decision, Preliminary Long Subdivisions

6. Limit water withdrawals resulting from land division through the standards in the following Whatcom County Land Division regulations, adopted herein by reference:
   a. WCC 21.04.090 Water supply, Short Subdivisions
   b. WCC 21.05.080 Water supply, Preliminary Long Subdivisions
7. Regulate groundwater withdrawals by requiring purveyors of public water systems and private water system applicants to comply with Washington State Department of Ecology ground—water right requirements per WCC 24.11.050, adopted herein by reference.

8. Require evidence of an adequate water supply prior to issuance of any building permit, per WCC 24.11.060, adopted herein by reference.

7.9. Determine adequacy of water supply for building permit applications proposing to use a well, spring, or surface water, per WCC 24.11.090, .100, .110, .120, .130, .160, and .170, adopted herein by reference.

8.10. Limit phosphorus entering Lake Whatcom through WCC 20.51 Lake Whatcom Watershed Overlay District and Lake Whatcom and Lake Samish due to the application of commercial fertilizers to residential lawns and public properties through WCC 16.32, adopted herein by reference.

11. Protect vital drinking water, sensitive habitats, and recreational resources within the Department of Ecology's designated Western Washington Phase II Municipal Stormwater Permit area and the Lake Whatcom watershed by prohibiting illicit discharges to the county's stormwater collection system through WCC 16.36 Illicit Discharge Detection and Elimination Program, adopted herein by reference.

9.12. Maintain standards for clearing activity in highly valued water resource areas, environmentally sensitive areas, or areas where natural conditions are so unstable that clearing activity in the areas can result in hazardous conditions per WCC 20.80.735 Water Resource Special Management Areas, adopted herein by reference.

D. Measures to protect against conflicts with the use of agricultural, forest, and mineral resource lands:

.....

3. Require that all discretionary project permits within one half mile of areas designated in this plan as Rural, Agriculture, Commercial Forestry, or Rural Forestry, or within 300 feet of areas designated as Mineral Resource Lands, be subject to disclosure practices in the in the following
Whatcom County Code provisions, adopted herein by reference:

a. WCC 20.40.662 Use of Natural Resources, Agriculture District;

b. WCC 20.42.652 Use of Natural Resources, Rural Forestry District;

c. WCC 20.43.662 Use of Natural Resources, Commercial Forestry District;

d. WCC 20-14.02 Right to Farm;

e. WCC 20-14.04 Right to Practice Forestry;

WHATCOM COUNTY
PLANNING & DEVELOPMENT SERVICES
STAFF REPORT

I. BACKGROUND INFORMATION

File #: PLN2012-00012

File Name: Rural Element Update

Applicant: Whatcom County

Summary of Request:

Amendments to the Whatcom County Comprehensive Plan, and Zoning Code in response to the Growth Management Hearings Board’s June 7, 2013 Compliance Order (Case No. 12-2-0013).

Location:

Rural Whatcom County

Staff Recommendation:

Staff recommends the Planning Commission forward to the County Council a recommendation of approval of the attached draft Comprehensive Plan and Zoning Code amendments, as described below.

GMA Compliance

In 2011 and 2012 Whatcom County adopted changes to its Comprehensive Plan, Zoning Code, and zoning maps in response to the Growth Management Hearings Board’s orders that found the County out of compliance with GMA’s rural element requirements (Case No. 11-2-0010c). Two of the petitioners in that case filed a separate appeal (Case No. 12-2-0013) of the County’s 2012 ordinance (No. 2012-032), focusing on whether that ordinance complies with RCW 36.70A.070(5)(c)(iv), which requires measures protecting surface and ground water resources. In its June 7, 2013 decision, the hearings board concluded the County’s rural element, as amended by Ordinance 2012-032, does not contain such measures. (A second issue of that petition contending that there was inconsistency between the Comprehensive Plan’s transportation and rural elements was dismissed.)

In the decision (pp. 12-14), the Board identified the following applicable statutes (emphasis added by the Board):
RCW 36.70A.020 Planning Goals.

(9) Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

(10) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

RCW 36.70A.030 Definitions.

(15) "Rural character" refers to the patterns of land use and development established by a county in the rural element of its comprehensive plan:

   (d) That are compatible with the use of the land by wildlife and for fish and wildlife habitat; ...

   (g) That are consistent with the protection of natural surface water flows and groundwater and surface water recharge and discharge areas.

(16) "Rural development" refers to development outside the urban growth area and outside agricultural, forest, and mineral resource lands designated pursuant to RCW 36. 70A.170. Rural development can consist of a variety of uses and residential densities, including clustered residential development, at levels that are consistent with the preservation of rural character and the requirements of the rural element. Rural development does not refer to agriculture or forestry activities that may be conducted in rural areas.

RCW 36.70A.070 Comprehensive plans- Mandatory elements.

(1) A land use element designating the proposed general distribution and general location and extent of the uses of land, where appropriate, for agriculture, timber production, housing, commerce, industry, recreation, open spaces, general aviation airports, public utilities, public facilities, and other land uses. The land use element shall include population densities, building intensities, and estimates of future population growth. The land use element shall provide for protection of the quality and quantity of groundwater used for public water supplies. Wherever possible, the land use element should consider utilizing urban planning approaches that promote physical activity. Where applicable, the land use element shall review drainage, flooding, and storm water run-off in the area and nearby jurisdictions and provide guidance for corrective actions to mitigate or cleanse those discharges that pollute waters of the state, including Puget Sound or waters entering Puget Sound...

(5) Rural element. Counties shall include a rural element including lands that are not designated for urban growth, agriculture, forest, or mineral resources.

   (c) Measures governing rural development. The rural element shall include measures that apply to rural development and protect the rural character of the area, as established by the county, by ...
(iv) Protecting critical areas, as provided in RCW 36.70A.060, and surface water and groundwater resources...

RCW 36.70A.130 Comprehensive plans—Review procedures and schedules—Amendments.

(1)(d) Any amendment of or revision to a comprehensive land use plan shall conform to this chapter. Any amendment of or revision to development regulations shall be consistent with and implement the comprehensive plan.

The Board’s decision (p. 43) makes suggestions on how the County might achieve compliance (bullet formatting by PDS staff):

The record shows that the County has many options for adopting measures to reverse water resource degradation in its Rural Area through land use controls. As is discussed by state agency reports and the County’s own Comprehensive Plan, the County may limit growth in areas where water availability is limited or water quality is jeopardized by stormwater runoff. It may

- reduce densities or intensities of uses,
- limit impervious surfaces to maximize stream recharge,
- impose low impact development standards throughout the Rural Area,
- require water conservation and reuse, or
- develop mitigation options.
- The County may consider measures based on the strategies proposed in
  - the Puget Sound Action Agenda,
  - the WRIA 1 process,
  - WDFW’s Land Use Planning Guide,
  - Ecology’s TMDL or instream-flow assessments, or
  - other ongoing efforts.
- It may direct growth to urban rather than rural areas.

The Board set a compliance deadline of December 4, 2013 for Whatcom County to resolve the identified areas of noncompliance. The Board has scheduled a compliance hearing for January, 2014.

II. PROPOSED AMENDMENTS

The County has filed an appeal of the Board’s June 7 decision, asking the courts to rule on several substantive and procedural issues raised by the decision. However, Planning and Development Services staff recommends some amendments to address some of the specific topics cited by the Board’s decision. These amendments would not be counter to any points of the County’s appeal.

The 2013/2013 Action Agenda for Puget Sound, WRIA I Process, and WDFW’s Land Use Planning for Salmon, Steelhead, and Trout – studies cited by the Hearings Board – all stress the importance of limiting impervious surfaces as a means of protecting in-stream water quality. Proponents of such limits often support a
maximum across-the-board impervious surface limit of ten percent, citing studies of impervious surface percentage and stream health in Puget Sound region watersheds. According to one study:

Results of the Puget Sound Lowlands study have shown that physical, chemical, and biological characteristics of streams change with increasing urbanization in a continuous rather than threshold fashion. Although the patterns of change differed among the attributes studied and were more strongly evident for some than for others, physical and biological measure generally changed most rapidly during the initial phase of the urbanization process as %TIA above the 5-10% range. As urbanization progressed, the rate of degradation of habitat and biologic integrity usually became more constant.

The same study observed that another factor, the existence of wide riparian buffers, may also be a major factor in stream health:

Eight reaches had sub-basin %TIA values in the 25-35% range and yet each had a much higher biological integrity than other streams at this level of development. All eight had a large upstream fraction of intact riparian wetlands and all but one had a large upstream fraction of wide riparian buffer... These observations indicate that maintenance of a wide, natural riparian corridor may mitigate some of the effects of watershed urbanization.

In 2012, PDS staff proposed a "sliding scale" impervious surface limit in the Rural and Residential Rural zones as part of the rural element amendments. The County Council did not adopt that limit but did adopt a similar sliding scale maximum for structural lot coverage. In contrast with a straight-line 10 percent maximum for each parcel (regardless of size) the sliding scale had a maximum impervious surface limit of 25 percent, with a ceiling of 35,000 square feet and a floor of 7,000 square feet. (See Figure 1.) On a twenty-acre parcel, an across-the-board ten percent maximum would allow up to two full acres to be impervious, while the proposed sliding scale standard would limit impervious surfaces to 35,000 square feet. Compared with the straight-line 10 percent limit, this sliding scale limit would generally allow larger impervious surfaces for parcels smaller than 8 acres, but smaller impervious surfaces for parcels larger than 8 acres.

2 Id., “Biological Integrity” section
3 Ordinance 2012-023, Exhibit B. WCC 20.32.45 and 20.36.450: “No structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total area, not to exceed 25,000 square feet. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.”
The current proposal is generally the same as the one considered in 2013, with some changes to the exceptions and applicability. In the proposed Zoning Code amendments, the sliding scale standard would apply throughout the Rural (R) and Residential Rural (RR) zones, except in the watersheds for Lake Samish and Lake Padden, where 10% and 20% impervious surface limits have already been established under WCC 20.71, and in the Lake Whatcom watershed, where the recently-adopted stormwater regulations of WCC 20.51 are in effect. Using GIS, PDS staff calculated maximum potential impervious surface within portions of each watershed zoned R or RR if the proposed sliding scale impervious surface limit is enacted. (See Figure 2 and attached chart and watershed map.) Even in the unlikely scenario that every R and RR zoned parcel was to contain the maximum allowed impervious surface, that impervious surface would range from 4.3 to 15.7 percent within each watershed (excluding Lakes Padden, Samish and Whatcom); or about 10.2 percent overall.
Figure 2. Estimated Maximum Impervious Surface in R and RR Zones by Watershed

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<tr>
<th>Watershed</th>
<th>0%</th>
<th>5%</th>
<th>10%</th>
<th>15%</th>
<th>20%</th>
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<td>Bellingham Bay (less Lk. Padden)</td>
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<td>Birch Bay</td>
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<td>Campbell River</td>
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<td>Drayton Harbor</td>
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<td>Lower Mainstem Nooksack</td>
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<td>Lummi Peninsula/Portage Island</td>
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<td>Lynden North</td>
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<td>Middle Fork Nooksack</td>
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<td>North Fork Nooksack</td>
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<td>Point Roberts</td>
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<td>Samish Bay</td>
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<td>Silver Creek/Nooksack Channel</td>
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<td>South Fork Nooksack</td>
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<td>Squalicum Creek</td>
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<td>Sumas River</td>
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<td>Ten Mile</td>
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<td>Upper Mainstem Nooksack</td>
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<tr>
<td>All Watersheds</td>
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As cited above, at least one study observes that in watersheds where wide riparian buffers exist, biological integrity remains high despite higher rates of impervious surface coverage. Whatcom County’s Critical Areas Ordinance (WCC 16.16.740(B)) requires buffers of 150 feet from shoreline streams, 100 feet from fish-bearing streams, and 50 feet from non-fish-bearing streams. Thus, even in watersheds where the maximum potential impervious surface is higher, buffers are in place that are also effective in maintaining in-stream water quality and biological integrity.

The 2012 proposed impervious surface limits exempted driveways serving other properties and “buildings used for livestock, horse arenas, or agricultural products.”

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4 PDS Staff 2013 estimate using GIS, applying proposed sliding scale maximum to Rural and Residential Rural parcels in each watershed. Lake Padden, Lake Whatcom, and Lake Samish (Samish River) are omitted, as they would not be affected.

5 “Shoreline streams” are streams with flows greater than 20 cubic feet per second, or lakes larger than 20 acres and subject to the Shoreline Management Program, WCC Title 23. Examples of shoreline streams include the Nooksack River (all forks), Bertrand Creek, California Creek, Dakota Creek, Tenmile Creek, Fishtrap Creek, Johnson Creek, Anderson Creek, Sumas River, Samish River, Lake Whatcom, Judson Lake, Squalicum Lake, and Lake Samish. WCC 16.16.740, WCC 23.110.190.8. See map at [http://www.whatcomcounty.us/pds/naturalresources/shorelines/regulations/codeandmaps/pdf/Section4_Exhibit3-B_Map_environment_designations_44x34_080804.pdf](http://www.whatcomcounty.us/pds/naturalresources/shorelines/regulations/codeandmaps/pdf/Section4_Exhibit3-B_Map_environment_designations_44x34_080804.pdf)
from being included in a lot’s impervious surface total. The current proposal also exempts those two items, and adds an exemption for driveways in “pipe-stem” portions of lots. The intent of these proposed exemptions is to avoid discouraging agricultural uses, and to avoid unfairly penalizing lots which must obtain access through long pipe-stem driveways or must provide access to adjacent lots.

Futurewise has recommended limits on vegetative cover, with a maximum clearing percentage of 35 percent. Similar limits already exist in the Lake Samish and Lake Padden watersheds (WCC 20.80.735), which are in mostly hilly, wooded areas where little agriculture is possible. Staff believes applying such limits throughout Whatcom County’s rural areas could be problematic, as they could serve to discourage agriculture and forestry, which are permitted in rural areas. In addition, the State Supreme Court found King County to be in violation of state law in enacting such a provision, saying blanket limits to clearing amount to improper taxation (Citizens Alliance v. Sims). For these reasons, staff does not recommend such limits on clearing for Rural areas beyond those that already exist.

**Comprehensive Plan Amendments.** In addition to the proposed code amendments on impervious surfaces, staff also proposes additions to Comprehensive Plan Policy 2DD-2(C). This is the policy that lists and adopts by reference the County’s “measures to protect critical areas and surface and groundwater resources.” Staff proposes new policy 2DD-2.C.13 to incorporate the proposed impervious surface limits into the Rural Element of the Comprehensive Plan, and new policies 2DD-2.C.8, .9 and .12 to incorporate existing water supply requirements for issuance of building permits in WCC Title 24, and existing clearing restrictions in WCC 20.80.735. Additional changes to 2DD-2.C.4 and D.3 are proposed to correct errors from the previous adoption.

**Whatcom County Criteria for approval of Comprehensive Plan amendments**

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

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

   **Growth Management Act**

   The amendments are consistent with the Growth Management Act as described in Conclusions 3 and 4, below.

   **County-Wide Planning Policies**
County-wide Planning Policy N.2 states, "The Cities and the County in cooperation with other municipal corporations and tribal governments shall adopt zoning regulations and development standards to protect water resources. Where there are potential conflicts with designations required by the Growth Management Act, such as natural resource lands and critical areas, water resource protection shall generally have priority." The proposed changes to Comprehensive Plan Policy ZDD-2.C are consistent with this policy.

County-wide Planning Policies P.1 and P.2 reflect GMA Planning Goal (6) (RCW 36.70A.020(6), which states private property shall not be taken for public uses without just compensation, and Whatcom County Charter Section 1.11, which states no regulation or ordinance shall be drafted and adopted without consideration of and provisions for compensation to those unduly burdened. The Comprehensive Plan amendments do not result in a taking of private property for public use without compensation. On ______, 2013 the Whatcom County Prosecuting Attorney’s office advised the County Council on the Attorney General’s Advisory Memorandum on Avoiding Unconstitutional Takings of Private Property, per RCW 36.70A.370.

**Whatcom County Comprehensive Plan**

The proposed Comprehensive Plan amendments are consistent with Comprehensive Plan Goal 11E, which states, "Protect and enhance water quality and promote sustainable and efficient use of water resources," and Goal 11F, which states, "Protect and enhance Whatcom County’s surface water and groundwater quality for current and future generations."

**Interlocal Agreements**

No interlocal agreements are affected.

2) **Further studies made or accepted by the department of planning and development services indicate changed conditions that show need for the comprehensive plan amendment.**

The need for this Comprehensive Plan amendment and accompanying Zoning Code and Zoning Map amendments is generated by the Growth Management Hearings Board’s June 7, 2013 Final Decision and Order (Case No. 12-2-0013).

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

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

The proposed amendments do not affect existing zoning intensities and densities in rural Whatcom County.

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

No amendments are proposed that increase densities or intensity of uses or increase the demand for services and facilities beyond levels needed to serve development under existing zoning.

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

No amendments are proposed that increase adverse impacts on designated resource lands.

4) The amendment does not include or facilitate spot zoning.

No rezonings are proposed under these amendments.

5) Urban growth area amendments that propose the expansion of an urban growth area boundary shall be required to acquire development rights from a designated TDR sending area, unless one of the exceptions set forth in WCC 2.160.080(A)(5) applies to the amendment.

No urban growth area amendments are proposed.

III. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION


2) An addendum to the May 1, 2009 determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on _____, 2013.
3) The proposed amendments were posted on the County website on September 30, 2013.

4) Notice that the proposal had been posted on the County website was sent to citizens, citizens groups, cities, service providers, media and other groups on the County's e-mail list on September 30, 2013.

5) Notice of the subject amendment was submitted to the Washington State Department of Commerce on September 30, 2013.

6) Notice of the Planning Commission hearings for the subject amendment was published in the Bellingham Herald on September 29, 2013.

7) Notice of the Planning Commission hearing for the subject amendment was posted on the County's website on September 30, 2013.

8) The Planning Commission held a public hearing on the subject amendment on October 10, 2013.

9) PDS estimates that the proposed impervious surface limits in 20.32.500 and 20.36.500 would allow for a maximum impervious coverage of between 5.7% and 15.7% -- about 10.2% overall — in the rural portions of the county's watersheds.

10) Studies recommend limitation of impervious surfaces as an effective means of maintaining water quality and biological integrity. At least one study observes that in watersheds where wide riparian buffers exist, biological integrity remains high despite higher rates of impervious surface coverage.

11) Whatcom County Code 16.16.740(B) requires buffers of 150 feet from shoreline streams, 100 feet from fish-bearing streams, and 50 feet from non-fish-bearing streams.

12) The proposed addition of Comprehensive Plan Policy 2DD-2.C.13 incorporates the proposed impervious surface limitations into the plan's Rural Element. The County's Critical Area Ordinance, which requires stream buffers, is already incorporated into the Rural Element in Policy 2DD-2.C.1.

**GMA Requirements**

13) The Washington Growth Management Act (GMA) requires county comprehensive plans to include a rural element that protects the county's established rural character by containing or otherwise controlling rural development.
14) GMA (RCW 36.70A.070(5)(a)) allows counties to consider local circumstances in its rural element but requires counties to develop a written record explaining how the rural element harmonizes the planning goals in RCW 36.70A.020 and meets the requirements of RCW 36.70A. (See Conclusions 2 and 3 below).

15) GMA requires that the rural element of a county comprehensive plan provide measures governing rural development that protect the rural character by:
   a) Containing or otherwise controlling rural development;
   b) Assuring visual compatibility of rural development with the surrounding rural area;
   c) Reducing the inappropriate conversion of undeveloped land into sprawling, low-density development in the rural area;
   d) Protecting critical areas, as provided in RCW 36.70A.060, and surface and ground water resources; and
   e) Protecting against conflicts with the use of agricultural, forest, and mineral resource lands designated under RCW 36.70A.170.

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

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

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

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

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

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

20) Whatcom County’s County-wide Planning Policy N.2 states, “The Cities and the County in cooperation with other municipal corporations and tribal governments shall adopt zoning regulations and development standards to protect water resources. Where there are potential conflicts with designations required by the Growth Management Act, such as natural resource lands and critical areas, water resource protection shall generally have priority.”

**Public Participation**

21) Whatcom County’s County-wide Planning Policies include policies related to citizen involvement:

   a) County-wide Planning Policy A.2 states, “The county and the cities shall provide opportunities for citizens to become involved in the growth management planning process through various mechanisms, such as surveys, public workshops, meetings, hearings, and advisory committees.”
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IV. PROPOSED CONCLUSIONS

1) The proposed amendments are consistent with the goals and requirements of the Washington Growth Management Act (GMA) and are in the public interest, and the proposed amendments to Whatcom County Code and the Official Zoning Maps are consistent with the Comprehensive Plan.

2) The rural element of the Comprehensive Plan harmonizes the GMA planning goals in RCW 36.70A.020, as described in Conclusion 2 of Ordinances 2013-028 and 2012-032, which are adopted herein by reference. The provisions of this ordinance further harmonize the GMA planning goals by adopting measures to protect water quality, consistent with GMA Goal 10 Environment by adding to Comprehensive Plan Policy 2DD-2.C additional measures to protect water resources.

3) The rural element of the Comprehensive Plan and the County development regulations, as amended, meet the requirements of the Growth Management Act, RCW 36.70A by adding to WCC Title 20 Zoning, and Comprehensive Plan Policy 2DD-2.C additional measures to protect water resources, as required in RCW 36.70A.070(5)(c)(iv).

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5) The subject comprehensive plan amendment complies with the approval criteria of WCC 2.160.080, which requires that the County must find the following criteria, are satisfied in order to approve the proposed comprehensive plan amendment.
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i) Growth Management Act

The amendments are consistent with the Growth Management Act as described in Conclusions 3 and 4, above.

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County-wide Planning Policies P.1 and P.2 reflect GMA Planning Goal (6) (RCW 36.70A.020(6), which states private property shall not be taken for public uses without just compensation, and Whatcom County Charter Section 1.11, which states no regulation or ordinance shall be drafted and adopted without consideration of and provisions for compensation to those unduly burdened. The Comprehensive Plan amendments do not result in a taking of private property for public use without compensation. The Whatcom County Prosecuting Attorney’s office has advised the County Council on the Attorney General’s Advisory Memorandum on Avoiding Unconstitutional Takings of Private Property, per RCW 36.70A.370.

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The proposed Comprehensive Plan amendments are consistent with Comprehensive Plan Goal 11E, which states, “Protect and enhance water quality and promote sustainable and efficient use of water resources,” and Goal 11F, which states, “Protect and enhance Whatcom County’s surface water and groundwater quality for current and future generations.”

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The interlocal agreements between Whatcom County and the cities require coordination on adopting population projections and reviewing UGAs. The amendments do not adopt new population projections without City-County
coordination.

b) *Further studies made or accepted by the department of planning and development services indicate changed conditions that show need for the comprehensive plan amendment.*

The need for this Comprehensive Plan amendment and accompanying Zoning Code and Zoning Map amendments is generated by the Growth Management Hearings Board’s June 7, 2013 Compliance Order.

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

i) *The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the Comprehensive Plan.*

The proposed amendments would not increase growth rural Whatcom County beyond what is planned in the Comprehensive Plan.

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

No amendments are proposed that increase densities or intensity of uses or increase the demand for services and facilities beyond levels needed to serve development under existing zoning.

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No amendments are proposed that increase adverse impacts on designated resource lands.

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

No rezonings are proposed.

e) *Urban growth area amendments that propose the expansion of an urban growth area boundary shall be required to acquire development rights from a designated TDR sending area, unless one of the exceptions set forth in WCC 2.160.080(A)(5) applies to the amendment.*

No urban growth area amendments are proposed.
V. RECOMMENDATION

Staff recommends the Planning Commission forward to the County Council a recommendation of approval of the attached draft Comprehensive Plan and Zoning Code amendments.

Attachments:

- Exhibit A. Draft Comprehensive Plan Amendments
- Exhibit B. Draft Whatcom County Code Amendments
- Table of Estimated Maximum Impervious Surface Coverage with Map
STAFF REPORT ADDENDUM

On November 12, 2013 the County Council directed the Planning Commission to hold a public hearing and forward a recommendation regarding proposed water resources amendments to the Whatcom County Comprehensive Plan. The Planning Commission is scheduled to hold a public hearing on December 12, 2013 at 6:00 p.m. in the County Council Chambers, with an executive session scheduled for 5:30 p.m.

The proposed Comprehensive Plan amendments are attached. The purpose of the amendments is to add references to existing County code provisions related to water resources. The Growth Management Act requires measures to protect water resources to be included in a County comprehensive plan’s rural element.

No new regulations or changes to existing regulations are being proposed.

Staff has revised the proposed Comprehensive Plan amendments to more closely correspond to the wording that already exists in the code provisions that are being referenced. Below is a comparison of the proposed amendments and the text of the code provisions being referenced. Corresponding wording is indicated in italics.

<table>
<thead>
<tr>
<th>Proposed CP Amendments (2DD-2.C)</th>
<th>Existing Code Wording</th>
</tr>
</thead>
</table>
| 7. Regulate groundwater withdrawals by requiring purveyors of public water systems and private water system applicants to comply with Washington State Department of Ecology ground water right requirements per WCC 24.11.050, adopted herein by reference. | 24.11.050 General Requirements . . . .
E. Purveyors of public water systems and private water system applicants must comply with Washington State Department of Ecology water right requirements. ... |
| 8. Require evidence of an adequate water supply prior to issuance of any building permit, per WCC 24.11.060, adopted herein by reference.                          | 24.11.060 Water availability required. Prior to issuance of a building permit the applicant must provide evidence of an adequate water supply to Whatcom County planning and development services (PDS) except when... |
| 9. Determine adequacy of water supply for building permit applications proposing to use a well, spring, or surface water, per WCC 24.11.090, .100, .110, .120, .130, .160, and .170, adopted herein by reference. | 24.11.090 Determining adequacy of water supply for building permit applications proposing to use a well to serve one single-family dwelling or one single-family living unit. . . . . B. The director will review the completed form and required documents submitted by the applicant for approval. The director will approve the form if:
   . . . . 3. The well site proposed by the applicant does not fall within the |
12. Maintain standards for clearing activity in highly valued water resource areas, environmentally sensitive areas, or areas where natural conditions are so unstable that clearing activity in the areas can result in hazardous conditions per WCC 20.80.735 Water Resource Special Management Areas, adopted herein by reference.

20.80.735 Water resource special management areas. The purpose of a water resource special management area is to establish a more stringent standard for clearing activity in highly valued water resource areas, environmentally sensitive areas, or areas where natural conditions are so unstable that clearing activity in the areas can result in hazardous conditions. ...

Below are proposed Findings of Fact pertaining to the Comprehensive Plan amendments. If you have questions regarding the proposed amendments, please contact Gary Davis at 360-676-6707 extension 50246.

Attachment:
Proposed Comprehensive Plan amendments, December 3, 2013 draft

III. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION


2) An addendum to the May 1, 2009 determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on ______, 2013.

3) The proposed amendments were posted on the County website on September 30, 2013.

4) Notice that the proposal had been posted on the County website was sent to citizens, citizens groups, cities, service providers, media and other groups on the County’s e-mail list on September 30, 2013.

5) Notice of the subject amendment was submitted to the Washington State Department of Commerce on September 30, 2013.

6) Notice of the Planning Commission hearings for the subject amendment was published in the Bellingham Herald on November 29, 2013.
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GMA Requirements

9) The Washington Growth Management Act (GMA) requires county comprehensive plans to include a rural element that protects the county's established rural character by containing or otherwise controlling rural development.

10) GMA (RCW 36.70A.070(5)(a)) allows counties to consider local circumstances in its rural element but requires counties to develop a written record explaining how the rural element harmonizes the planning goals in RCW 36.70A.020 and meets the requirements of RCW 36.70A. (See Conclusions 2 and 3 below).

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    a) Containing or otherwise controlling rural development;
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WHATCOM COUNTY
PLANNING COMMISSION

Rural Element – Water Resources

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No urban growth area amendments are proposed.

**RECOMMENDATION**

Based upon the above findings and conclusion, the Whatcom County Planning Commission recommends approval of the proposed amendments as shown on Exhibit A.
Commissioners present at the December 12, 2013 meeting when the vote was taken: Ken Bell, Ben Elenbaas, Rod Erickson, John Lesow, Michelle Luke, David Onkels, Jeff Rainey, Mary Beth Teigrob, and Gerald Vekved.

Vote: Ayes: 9, Nays: 0, Abstain: 0, Absent: 0. Motion carried to adopt the above amendment.
MEMORANDUM

TO: Mark Personius, Long Range Planning Manager

FROM: Kyle Dodd, Environmental Health Supervisor

RE: Water Availability Review Process Supporting Documentation

DATE: January 3, 2014

As stated in WCC 24.11.090(B)(3), and in other applicable sections, applications for water availability will only be approved in areas where the proposed well site does not fall within the boundaries of an area where DOE (Ecology) has determined by rule that water for development does not exist. The Growth Management Hearings Board, in its Final Decision and Order dated June 7, 2013, concluded that “Where the proposed groundwater withdrawal is located within a basin closed to new surface water appropriations, or where Ecology has set instream flows that are not consistently met, there is a presumption that no additional water is legally available."

As the local government agency tasked with approving water availability, the Whatcom County Health Department (WCHD) has been proactive in communicating with the Department of Ecology in an effort to ensure that we are making water availability decisions consistent with Ecology’s interpretation of applicable water right rules and court interpretations. Since 2007, WCHD has routinely requested comments from Ecology related to water availability determinations and the legal use of exempt wells for development. Specifically, WCHD has requested Ecology feedback on proposed subdivisions that appeared to be one project in the context of the Campbell and Gwinn decision. In addition, Planning and Development Services has been requiring SEPA review for applicants of adjacent short plats. SEPA checklists are routed to Ecology for comments. Ecology has been helpful in providing water resource comments back, allowing WCHD to make water availability determinations based in part on Ecology guidance. The attached six exhibits (exhibits A-F) document water resource comments from Ecology in reference to the use of exempt wells for proposed projects in basins that are subject to the instream flows in WAC 173-501-030 and the surface water source limitations in WAC 173-501-040. The table below summarizes the projects referenced in the exhibits, the surface water drainage where they are located, and the status of that surface water source under WAC 173-501-040. There are no comments from Ecology in the attached exhibits indicating that water pursuant to the proposed permit-exempt withdrawal is not legally available due to the operation of Ecology’s basin rule, or that WCHD should be requiring any additional information prior to approval of these sources.
<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Project</th>
<th>Surface water drainage</th>
<th>Status under WAC 173-501-040</th>
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<tbody>
<tr>
<td>A</td>
<td>Woodfern Cluster Long Plat</td>
<td>Anderson Creek</td>
<td>Partial year closure</td>
</tr>
<tr>
<td>B</td>
<td>Portal Way &amp; Shen Industrial Plats</td>
<td>California Creek</td>
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<tr>
<td>C</td>
<td>Meridian Meadows Plat</td>
<td>Tenmile Creek</td>
<td>Closed</td>
</tr>
<tr>
<td>D</td>
<td>Seventh Heaven, West Hemmi Rd, and 3rd Generation LLC's</td>
<td>Tenmile Creek</td>
<td>Closed</td>
</tr>
<tr>
<td>E</td>
<td>Jack &amp; Trudy Lamoureaux</td>
<td>Tenmile Creek</td>
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</tr>
<tr>
<td>F</td>
<td>Bertrand Creek Estates</td>
<td>Bertrand Creek</td>
<td>Closed</td>
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</tbody>
</table>

Attachments:
Ex. C, Ecology letter dated July 15, 2010 RE: Jeffery Grove (Meridian Meadows Plat)
Ex. E, Ecology letter dated December 14, 2001 RE: Jack and Trudy Lamoureaux
Ex. F, Ecology letter dated March 8, 2011 RE: Bertrand Creek Estates
November 21, 2007

Kyle Dodd
Whatcom Co. Department of Health
509 Girard St.
Bellingham, WA 98225

RE: Project Woodfem Cluster Long Plat
Number LSS2006-00003

Dear Mr. Dodd:

Thank you for the opportunity to provide comments on the above referenced Long Plat.

Based on my review of the above referenced project and the information provided regarding the applicant's/owner's previous (2002) application materials for the original plat application for Sandy Ridge, we offer the following comments regarding water resources:

We consider the Woodfem Cluster Long Plat & the Sandy Ridge Long Plat to be a single project. As such, when calculating groundwater withdrawals, the proposed additional four homes (Woodfem Cluster) would be included with the existing six home (Sandy Ridge) project. RCW 90.44.050 allows for a total limit of 5,000 gallons per day for in-home use and no more than ½ acre of lawn or non-commercial garden per project. If the Sandy Ridge Long Plat has already utilized all water available under the groundwater exempted withdrawals (RCW 90.44.050), no additional groundwater exempted withdrawals would be allowed.

Any groundwater development proposal that will withdraw water in excess of 5,000 gallons per day for single or group domestic supply, or for industrial purpose, or for the irrigation of more than ½ acre of lawn or non-commercial garden (within the total project area) will require a permit from the Department of Ecology.

In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with several exceptions. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, industrial purposes, stock watering or for the irrigation of up to one-half acre of lawn and garden are exempt from the permitting process. Water use under the RCW 90.44.050 exemption...
establishes a water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology.

On March 28, 2002 the Washington State Supreme Court ruled that the RCW 90.44.050 permit exemption does not apply where a developer of a residential subdivision proposes multiple wells to serve each lot in the development if in combination, the withdrawal will exceed the exemption criteria.

Use of water under the groundwater exemption has been interpreted in two Attorney General Opinions (AGO 1997 and AGO 2005) and by the Supreme Court in the Campbell & Gwinn decision. The 1997 AGO states that a group of wells drilled by the same person or group of persons, at or about the same time, in the same area, for the same purpose or project should be considered a single withdrawal and would not be exempt from the permitting requirement contained in RCW 90.44.050, if the total amount withdrawn for domestic purposes exceeds 5,000 gallons per day or if a total of more than 0.5 acre of lawn and garden are irrigated.

Thank you for considering these comments from the Department of Ecology. If you have questions please call me at (360) 715-5222.

Sincerely,

Kasey Ignac
Water Master

cc: BFO File
February 19, 2009

Kyle Dodd
Whatcom Co. Department of Health
509 Girard St.
Bellingham, WA  98225

RE:  Projects  Portal Way Industrial Park Short Plat and Shen Industrial Park
      Short Plat
      Numbers  Short Plats 2008-00022 and 2008-00023

Dear Mr. Dodd:

Thank you for the opportunity to comment on the above referenced Short Plats, as they pertain to water resources. Based on Ecology's review of the proposed projects, we consider the Portal Way Industrial Park Short Plat and the Shen Industrial Park Short Plat to be a single project. As such, all eight of the proposed parcels should be considered collectively when calculating groundwater withdrawals.

RCW 90.44.050 (the Groundwater Exemption) allows for unlimited water for livestock (no acreage or gallon per day limit), up to 1/2 acre of non-commercial lawn or garden a maximum, up to 5,000 gallons per day for single or group domestic supply, and up to 5,000 gallons per day for industrial purposes. Use of water under the Groundwater Exemption (RCW 90.44.050) has been interpreted in two Attorney General Opinions (AGO 1997 and AGO 2005) and by the Supreme Court in the Campbell & Gwinn decision. The 1997 AGO states that a group of wells drilled by the same person or group of persons, at or about the same time, in the same area, for the same purpose or project should be considered a single withdrawal and would not be exempt from the permitting requirement contained in RCW 90.44.050, if the total amount withdrawn exceeds the Exemption limits. Therefore, if the proposed short plats will collectively withdraw in excess of the amounts allowed under the Exemption, an approved water right from the Department of Ecology will be required.
Thank you for considering these comments from the Department of Ecology. If you have questions, please contact me at (360) 715-5222 or at kign461@ecy.wa.gov.

Sincerely,

[Signature]

Kasey Ignac
Water Master

cc: WR SEPA file
July 15, 2010

Tyler Schroeder
Whatcom County Planning & Development Services
5280 Northwest Dr.
Bellingham, WA 98226

RE: LA File# SEPA 2008-00087
    DOE file# 201003621
    Applicant Jeffery Grove

Dear Mr. Schroeder:

Thank you for the opportunity to provide comments on the above referenced Determination of Nonsignificance. Based on review of the State Environmental Policy Act (SEPA) Checklist associated with this project we offer the following comments regarding water resources:

If water is from permitted source such as city water, water association, or an irrigation or reclamation district, then the water purveyor is responsible for ensuring that the proposed use(s) are within the limitations of its water rights. If the proposal’s actions are different than the existing water right (source, purpose, the place of use, or period of use), then it is subject to approval from the Department of Ecology pursuant to Sections 90.03.380 RCW and 90.44.100 RCW.

RCW 90.44.050 (the Groundwater Exemption) allows for unlimited water for livestock (no acreage or gallon per day limit), the irrigation of up to ½ acre of non-commercial lawn or garden, up to 5,000 gallons per day for single or group domestic supply, and up to 5,000 gallons per day for industrial purposes. Use of water under the Groundwater Exemption has been interpreted in two Attorney General Opinions (AGO 1997 and AGO 2005) and by the Supreme Court in the Campbell & Gwinn decision. The 1997 AGO states that a group of wells drilled by the same person or group of persons, at or about the same time, in the same area, for the same purpose or project should be considered a single withdrawal and would not be exempt from the permitting requirement contained in RCW 90.44.050, if the total amount withdrawn exceeds the Exemption limits.

Therefore, if the project intends to withdraw groundwater under the Groundwater Exemption, the entire project will be limited to withdrawing no more than 5,000 gallons of groundwater per day for domestic supply and to irrigating no more than ½ acre of non-
commercial lawn or garden within the total project area. If the project will withdraw groundwater amounts in excess of the amounts allowed under the Exemption, or if it will divert any amount of surface water, an approved water right from the Department of Ecology will be required.

Thank you for considering these comments from the Department of Ecology. If you have questions you can contact me at (360) 715-5222 or at kasey.ignac@ecy.wa.gov.

Sincerely,

Kasey Ignac
Water Master

Sent via email

ecc:  Kyle Dodd, Whatcom County Department of Health
      BFO WR SEPA File
September 23, 2010

Marvin Van Mersbergen, Ariene DeYoung, Sherwin Van Mersbergen, Darrel Timmer, Kenneth Stremler, & Lewis Stremler

 harassed Sherwin Van Mersbergen

Seventh Heaven LLC, West Hemmi Rd LLC, 3rd Generation LLC

2110 Greenview Ln

Lynden WA 98264

Dear Marvin Van Mersbergen, Ariene DeYoung, Sherwin Van Mersbergen, Darrel Timmer, Kenneth Stremler, and Lewis Stremler:

The Department of Ecology's Bellingham Field Office recently received 7 Notices of Intent (NOIs) notifying Ecology of your intention to drill 7 wells at an unnumbered property at West Laurel Rd, Whatcom County Assessor's parcel no. 390223 459440. According to information submitted on the NOIs and according to other information provided to Whatcom County Planning and Development Services, you intend for these wells to serve multiple to-be-developed residences at or adjacent to Whatcom County Assessor's parcel nos. 390223 459440, 390223 527440, 390224 017463, and 390224 048463. A search of Ecology's water right records found no water rights appurtenant to these properties.

Without a water right, you are limited to using water under the State's Groundwater Exemption, as defined in Washington's Water Code at RCW 90.44.050. There are four types of groundwater uses that are exempt from the state water right permitting requirements:

- Providing water for livestock (no gallon per day limit);
- Watering a non-commercial lawn or garden ½ acre in size or less (no gallon per day limit);
- Providing water for a single home or groups of homes (limited to 5,000 gallons per day); and
- Providing water for industrial purposes, including commercial irrigation (limited to 5,000 gallons per day).

If you intend to serve all of the planned future residences with groundwater withdrawn under the state's Groundwater Exemption (RCW 90.44.050), any groundwater development proposal...
that will withdraw water in excess of 5,000 gallons per day for single or group domestic supply, or for industrial purposes, or for the irrigation of more than ½ acre of lawn or non-commercial garden (within the total project area) will require a permit from the Department of Ecology.

Use of water under the Groundwater Exemption has been interpreted in two Attorney General Opinions (AGO 1997 and AGO 2005) and by the Supreme Court in the Campbell & Gwinn decision. The 1997 AGO states that a group of wells drilled by the same person or group of persons, at or about the same time, in the same area, for the same purpose or project should be considered a single withdrawal and would not be exempt from the permitting requirement contained in RCW 90.44.050, if the total amount withdrawn exceeds the Exemption limits.

Without a water right, the total groundwater withdrawals for the entire project area is limited to that allowed under RCW 90.44.050, despite the number of wells intended to provide water to the project. As such, all of the planned future residences cannot collectively withdraw more than 5,000 gallons of groundwater for group domestic use and the entire site cannot irrigate more than a total maximum area of ½ acre of lawn or non-commercial garden.

To legally use any amount of surface water or groundwater beyond that allowed under the Groundwater Exemption, a state water right is required. If you are irrigating without a legal water right or in excess of an existing right, you are violating Washington Water Code RCW 90.03.400 and/or 90.44.050 and will be notified to curtail this diversion of water. According to provisions of RCW 90.03.600, failure to comply with that request could result in the issuance of an Administrative Order, with possible fines of up to $5,000 per day of illegal use.

I am requesting that you please contact me at 360-715-5222 within ten (10) days of receipt of this letter to discuss your intended water use. Your assistance in resolving this matter is greatly appreciated.

Sincerely,

[Signature]

Kasey Ignac
Water Master

Sent via Certified Mail: 7009 3410 0001 8281 8718

cc: Noel Philip, NWRO WR, Ecology
    Kyle Dodd, Whatcom County Dept. of Health
December 14, 2011

Craig Ostrom
Whatcom County Planning & Development Services
5280 Northwest Dr.
Bellingham, WA 98226

RE: LA File# SEPA 2011-00082
    DOE file# 201105906
    Proponent Jack & Trudy Lamoureux (by Jaime White)

Dear Mr. Ostrom:

Thank you for the opportunity to provide comments on the above referenced State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS). Based on review of the SEPA checklist associated with this project we offer the following comments regarding water resources:

In the SEPA checklist, at Section B.3.b, the applicant also states that groundwater will be withdrawn from existing on-site wells.

If the applicant intends to serve the proposed developments (two 3-lot short plats) with groundwater withdrawn water under the state’s Groundwater Permit Exemption (RCW 90.44.050), any groundwater development proposal that will withdraw water in excess of 5,000 gallons per day for single or group domestic supply, or for industrial purposes, or for the irrigation of more than ½ acre of lawn or non-commercial garden within the total project area will require a permit from the Department of Ecology.

Use of water under the Groundwater Permit Exemption has been interpreted in two Attorney General Opinions (AGO 1997 and AGO 2005) and by the Supreme Court in the Campbell & Gwinn decision. The 1997 AGO states that a group of wells drilled by the same person or group of persons, at or about the same time, in the same area, for the same purpose or project should be considered a single withdrawal and would not be
exempt from the permitting requirement contained in RCW 90.44.050, if 
the total amount withdrawn exceeds the Permit Exemption limits.

Without a water right, the total groundwater withdrawals are limited to 
that allowed under RCW 90.44.050, despite the number of wells, short 
plats, or parcels. As such, all homes developed under both proposed short 
plats cannot collectively withdraw more than 5,000 gallons of 
groundwater for domestic supply, and no more than ½ acre of lawn or 
non-commercial garden may be irrigated within the total 32.03 acres 
project area.

Thank you for considering these comments from the Department of Ecology. If you have 
questions you can contact me at (360) 715-5222 or at kasey.ignac@ecy.wa.gov.

Sincerely,

Kasey Ignac
Water Master

Sent via email
March 8, 2011

Kyle Dodd
Environmental Health Supervisor
Whatcom County Health Department
509 Girard Street
Bellingham WA 98225-4005

RE: LA File# SEPA 2009-00034
    DOE file# 201003155
    Applicant Bayes Brothers, LLC
    Project Bertrand Creek Estates Plat

Dear Mr. Dodd:

Thank you for the opportunity to provide additional information and clarification regarding water resources for the above-referenced project. The intent of this letter is to provide you with a written summary of the issues we have previously verbally discussed regarding the proposed Long Plat.

- As outlined in your 11/23/2010 letter to Nicole Terpstra (see enclosure), we have been informed that the Delta Water Association will supply water to one lot (one domestic connection) and the remaining nine lots will be withdrawing groundwater for domestic purposes under the Groundwater Exemption (RCW 90.44.050) from two wells. Under RCW 90.44.050, up to 5,000 gallons of groundwater may be withdrawn per day for single or group domestic supply.

- One Groundwater Exemption is allowed for any one ‘project,’ regardless of size. Based on the information provided to Ecology, including, but not limited to, development timelines, applicants, and property owners, it does not appear that Sunny Acres and Bertrand Creek Estates would be considered the same ‘project.’

- Multiple wells may be used to withdraw Groundwater Exemption water, so long as the total withdrawal for the proposed project (Bertrand Creek Estates Plat) does not exceed the limits of 90.44.050.
It appears that water right G1-22119C is appurtenant to the intended project site (see enclosure). G1-22119C is a groundwater right providing for the withdrawal of groundwater from a well at a maximum instantaneous rate (Qi) of 72.0 gallons per minute (gpm) and an annual maximum limit (Qa) of 16.6 acre-feet per year (afy) for irrigation purposes during the irrigation season. Use of water under G1-22119C must be consistent with the terms of the water right. Irrigation of lawn and garden is not considered inconsistent with a specified purpose of "irrigation."

Thank you for all of your efforts to coordinate on these water resources issues. If you have questions or need any additional information, please feel free to contact me at (360) 715-5222 or at kasey.ignac@ecy.wa.gov.

Sincerely,

[Signature]

Kasey Ignac
Water Master

Enclosure: Copy of water right G1-22119C
Copy of 11/23/2010 letter from Kyle Dodd to Nicole Terpstra

Hand Delivered
c\k\2011

ecc: Kyle Dodd
WR SEPA File (2011)

---

1 The Groundwater Permit Exemption, RCW 90.44.050, allows the users of small quantities of groundwater to construct wells and develop their water supplies without first obtaining a water right permit from Ecology. The only exception to the permit requirement is for withdrawals of groundwater for:

- Providing water for livestock (no gallon per day limit).
- Watering a non-commercial lawn or garden one-half acre in size or less (no gallon per day limit, however limited to reasonable use).
- Providing water for a single home or groups of homes (limited to 5,000 gallons per day).
- Providing water for industrial purposes, including irrigation (limited to 5,000 gallons per day but no acre limit).
MEMORANDUM

TO: Mark Personius, PDS Division Manager
FROM: Gary Stoyka, Natural Resources Manager
       Kirk Christensen, Stormwater Manager
DATE: January 6, 2014
RE: Public Works Water Quality Programs

In ongoing proceedings before the Growth Management Hearings Board, several petitioners have challenged the sufficiency of the County’s rural measures to protect ground and surface water resources, including protection of water quality. The County has appealed the most recent Board order on this issue and that appeal is ongoing. This memorandum provides more context and background related to the County’s ongoing water quality protection efforts. Public Works provides technical and administrative support to several Whatcom County water quality programs including the Lake Whatcom Management Program, National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Program, Birch Bay Watershed and Aquatic Resources Management District (BBWARM) and the Shellfish Protection District Programs. Each of these programs includes monitoring, community outreach, and water quality improvement elements. Additionally, there are three primary Total Maximum Daily Load (TMDL) studies and plans the County participates in: Lake Whatcom, Lower Nooksack River, and Drayton Harbor.

The Lake Whatcom Management Program is a joint program with the City of Bellingham and Lake Whatcom Water and Sewer District. It was established by a joint resolution in 1992 and interlocal agreement in 1998. The management program operates under a five year work plan. The Lake Whatcom TMDL study has incorporated the five year work plan into the draft implementation plan. More information about the Lake Whatcom TMDL can be found at http://www.ecy.wa.gov/programs/wg/tmdl/lkwhatcom/lkwhatcomtmdl.html. Through the Lake Whatcom Management Plan development, development and stormwater regulations have been adopted for the watershed to help improve and protect water quality. Public Works also conducts water quality education and outreach activities and has a stormwater capital improvement program for the Lake Whatcom watershed.

The Washington State Department of Ecology issued Whatcom County the Western Washington Phase II Municipal Stormwater Permit beginning in 2007. This permit regulates discharges from Small Municipal Separate Storm Sewers, and is part of the National Pollutant Discharge and Elimination System (NPDES) and State Waste Discharge General Permit. Whatcom County is required to implement various stormwater management strategies to comply with this State permit. As part of the Permit, Whatcom County is required to develop a
Stormwater Management Program (SWMP) designed to reduce the discharge of pollutants from the stormwater sewer system into waters of the State. The SWMP document outlines activities, accomplishments, and future projects to comply with the requirements of the Permit. It is intended to be a planning and implementation document for the public, elected officials, and the departments of Whatcom County.

The Birch Bay Watershed and Aquatic Resources Management (BBWARM) District was created in 2007 in response to community concerns about water quality, flooding, and loss of aquatic habitat in the Birch Bay Watershed. BBWARM’s stormwater program works to protect water quality and reduce stormwater impacts. BBWARM has a Citizen Advisory Committee with five members appointed by the Whatcom County Flood Control Zone District Board of Supervisors (County Council) for four-year terms. The Advisory Committee represents the Birch Bay community to ensure its interests are represented in BBWARM activities. The BBWARM stormwater program includes capital improvement projects, maintenance and operations, education and outreach, and water quality monitoring. BBWARM is described in Whatcom County Code Chapter 100.07.

The Revised Code of Washington (RCW) Chapter 90.72 requires that the county legislative authority create a shellfish protection district within 180 days after the Washington State Department of Health (DOH) closes or downgrades a shellfish growing area due to a degradation of water quality. There are three Shellfish Protection Districts that have been established in Whatcom County including Drayton Harbor (1995), Portage Bay (1998), and Birch Bay (2009). Each of these districts has a citizen’s advisory committee and a shellfish recovery plan that outlines potential pollutant sources and strategies to identify and address water quality issues. The Shellfish Protection Districts are described in Whatcom County Code Chapter 16.20. The shellfish recovery plans have also been incorporated into the Lower Nooksack and Drayton Harbor TMDL studies and plans. More information about these TMDLs can be found at http://www.ecy.wa.gov/programs/wq/tmdl/NooksackTMDL.html and www.ecy.wa.gov/biblio/0803105.html. Implementation of the recovery plans includes a pollution identification and correction (PIC) program with water quality monitoring, ranking of priority drainages, community outreach, technical and financial assistance for landowners, and a regulatory backstop. The County is participating in the Whatcom Clean Waters Program, a partnership of federal, state, tribal, and local organizations through the Washington State Shellfish Initiative (http://www.ecy.wa.gov/water/whatcomcleanwater.html). Public Works conducts water quality monitoring, community outreach and engagement, and coordinates with other departments and agencies to share data and coordinate monitoring efforts, provide technical and financial assistance, and implement water quality improvement projects.
TITLE OF DOCUMENT: 2014 Supplemental Budget Request #4

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 #4 requests funding from the General Fund:
1. To re-appropriate $14,582 in Sheriff to fund ammunition on backorder since 2012.
2. To appropriate $76,912 in Health to fund Prevention Partnership for Success Program from grant proceeds.

From the Road Fund:
3. To appropriate $635,000 in Road – Engineering Design and Construction to fund contracts for various annual road program projects.

From the Jail Fund:
4. To appropriate $42,600 to fund 2014 health insurance cost increase for correction deputies.

From the Ferry Fund:
5. To appropriate $6,600 to fund 2014 health insurance cost increase for ferry workers.

In addition, Supplemental #4 requests to add 1 FTE Prevention Coordinator in Health funded by grant proceeds and close .52 FTE Master Composter/Recycler Coordinator in Extension. The Extension position is now part of the contracted services with Washington State University.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
SPONSORED BY: Finance
PROPOSED BY: Executive
INTRODUCTION DATE: 01/14/14

ORDINANCE NO.
AMENDMENT NO. 4 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:

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In addition, Exhibit B to the 2013-2014 Budget Ordinance entitled “Authorized Positions”
should be amended to provide for the following FTE changes:

- Add 1 FTE Prevention Coordinator in Health
- Close .52 FTE Master Composter/Recycler Coordinator in Extension.

ADOPTED this ___ day of ____________________, 2014.

ATTEST:

Dana Brown-Davis, Council Clerk
Chair of the Council

APPROVED AS TO FORM:

( ) Approved       ( ) Denied

Jack Louws, County Executive

Date: ____________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

I:\BUDGET\SUPPLS\2014_Suppl\Supplemental #4-2014.doc
### WHATCOM COUNTY

#### Summary of the 2014 Supplemental Budget Ordinance No. 4

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<th>Department/Fund</th>
<th>Description</th>
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<td>To fund Prevention Partnerships for Success program from grant proceeds</td>
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<td>Road - Engineering Design &amp; Construction</td>
<td>To fund unanticipated site improvements.</td>
<td>70,000</td>
<td>-</td>
<td>70,000</td>
</tr>
<tr>
<td>Road - Engineering Design &amp; Construction</td>
<td>To fund roadway frost depth detectors.</td>
<td>45,000</td>
<td>-</td>
<td>45,000</td>
</tr>
<tr>
<td>Road - Engineering Design &amp; Construction</td>
<td>To fund stormwater quality improvements.</td>
<td>35,000</td>
<td>-</td>
<td>35,000</td>
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<td>Road - Engineering Design &amp; Construction</td>
<td>To fund non-motorized transportation improvements.</td>
<td>45,000</td>
<td>-</td>
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<td>To fund railroad crossing improvements.</td>
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<td><strong>Total Road Fund</strong></td>
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<tr>
<td><strong>Jail Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jail Fund</td>
<td>To fund 2014 health insurance cost increase for corrections deputies.</td>
<td>42,600</td>
<td>-</td>
<td>42,600</td>
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<tr>
<td><strong>Ferry Fund</strong></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Ferry Fund</td>
<td>To fund 2014 health insurance cost increase for ferry workers.</td>
<td>6,600</td>
<td>-</td>
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<td><strong>Total Supplemental</strong></td>
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<td>775,964</td>
<td>(83,065)</td>
<td>692,899</td>
</tr>
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</table>
TO: Jack Louws, County Executive

FROM: Sheriff Bill Elfo

DATE: December 13, 2013

SUBJECT: Supplemental Budget ID #1744
2014 Appropriation for Ammunition Ordered Prior Year

The attached supplemental budget requests budget authority in 2014 for ammunition ordered prior year, but not yet received.

Background and Purpose
The commercial supply of ammunition continues to be insufficient to meet current demand, so ammunition can be back-ordered for extended periods of time.

The Sheriff’s Office ordered ammunition on purchase orders #77239 and 77240 issued in 2012. Goods were not received in 2012, and continuing appropriations were approved to carry budget authority into 2013. POs #78067 OC and 78068 OC were subsequently issued.

The vendor recently indicated that the ammunition will not be shipped until 2014. However, in accordance with WCC 3.02.050, the continuing appropriations to pay for the order will lapse on 12/31/13. The Sheriff’s Office now requires budget authority in 2014 to pay for the ammunition after it is received.

Funding Amount and Source
$14,852.00 is available in the current Sheriff’s Office budget in the form of unspent appropriation from prior year (2012).

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

Thank you.
Supplemental Budget Request

Sheriff

Operations

Supp# ID # 1744  Fund 1  Cost Center 2940  Originator: Dawn Pierce

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

Name of Request: 2014 Appropriation for Ammunition

X

Department Head Signature (Required on Hard Copy Submission)  Date: 12/13/13

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>($14,852)</td>
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<tr>
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<td><strong>Request Total</strong></td>
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<td><strong>$0</strong></td>
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</table>

1a. Description of request:
Purchase of ammunition.

1b. Primary customers:
Sheriff's Office

2. Problem to be solved:
The Sheriff's Office requires 2014 appropriation authority for ammunition ordered prior year. Ammunition can be back-ordered for extended periods of time because demand exceeds supply. The Sheriff's Office ordered ammunition on purchase orders issued in 2012. The goods were not received in 2012, and continuing appropriations were approved to carry budget authority into 2013. The orders have still not been received. The Sheriff's Office expects to receive the ammo in 2014, but the continuing appropriation will lapse on 12/31/13. Budget authority is required in 2014 to pay for the ammo after it is received.

3a. Options / Advantages:
No other options are available.

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:
n/a

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

6. Funding Source:
$14,852.00 of unspent appropriation from prior year.

Friday, December 13, 2013
Memorandum

TO: Jack Louws, County Executive

FROM: Regina Delahurt, Director

DATE: December 20, 2013

RE: 2014 Supplemental Budget Request

This is a supplemental request for the first year of a five year grant funded program to increase substance abuse prevention services in Whatcom County. The grant requires that we hire a new staff position to do this work. During the first year, the position will be working with schools in the Bellingham and Ferndale School District to implement expanded prevention services. Expanded services will be based on strategic planning that has already taken place in the community.

The contract to fund this new program will also be forwarded to you. We intend to have the contract go to Council on the same date as this supplemental budget.

If this meets with your approval, and Council authorizes the contract and supplemental budget, we will work with Human Resources to hire a new employee for this position.
Supplemental Budget Request

Health

Human Services

<table>
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<tr>
<th>Suppl ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator:</th>
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<tbody>
<tr>
<td>1742</td>
<td>1</td>
<td>677200</td>
<td>Christy Fowler</td>
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Expenditure Type: One-Time  Year  2  2014  Add'l FTE  Add'l Space  Priority 1

Name of Request: Prevention Partnerships for Success

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
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<th>Costs:</th>
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<td>Regular Salaries &amp; Wages</td>
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<td>Worker's Comp-Interfund</td>
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<td></td>
<td>6510</td>
<td>Tools &amp; Equip</td>
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<td></td>
<td>6610</td>
<td>Contractual Services</td>
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<td></td>
<td>Request Total</td>
<td>($6,153)</td>
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</table>

1a. Description of request:

This is a supplemental request for the first year of a five year grant funded program to increase substance abuse prevention services in Whatcom County. The grant requires that we hire a new staff position to do this work. During the first year, the position will be working with schools in the Bellingham and Ferndale School District to implement expanded prevention services. Expanded services will be based on strategic planning that has already taken place in the community.

1b. Primary customers:

The primary customers include middle school youth, high school youth, parents, and the larger community in the geographical areas of Ferndale and Bellingham. Data analysis showed these two sites demonstrated heightened need for targeted substance abuse prevention services, but they were selected because they also showed local capacity to achieve positive outcomes.

2. Problem to be solved:

The county will implement prevention programs designed to prevent or delay the misuse and abuse of alcohol and other drugs among youth. To accomplish this, youth and family prevention services will work to reduce key risk factors identified for substance use, many of which have also been shown to positively impact delinquency, depression, violence, teenage pregnancy, and other risk behaviors.

3a. Options / Advantages:

These additional funds, made available to Whatcom County by DSHS, increases local capacity to implement strategic plans that have already been developed for each targeted site. The new funds will allow for additional staff time, a critical component to building and coordinating programs and services, evaluating program outcomes, and for supporting local prevention coalitions.

3b. Cost savings:

Whatcom County is required by contract to implement a minimum of 60% Best Practice (evidence-based) services. Best practice programs represent a range of cost savings. The family program identified for implementation in the local plan has been researched and determined to save $11 for every dollar spent,

Friday, December 20, 2013
and as much as $5,805 per participant (Sources: Substance Abuse & Mental Health Services Association (SAMHSA) and Washington State Institute for Public Policy (WSIPP)).

4a. Outcomes:
Targeted outcomes include reducing substance use, poor mental health, and delinquency, while also improving academic performance, social functioning, and family functioning. Outcomes were identified through a strategic planning process that analyzed multiple local data sources. The assessment process was driven locally with support from DSHS.

4b. Measures:
Specific measures under this initiative include the following three consumption measures:
#1 Underage drinking (8th/10th grade 30-day use)
#2 Underage problem and heavy drinking
#3 Marijuana Use (8th/10th grade 30-day use)

Other behaviors that will be measured:
#1 School performance (academic)
#2 Youth delinquency (perception of risk)
#3 Mental health (depression)

5a. Other Departments/Agencies:
The Health Department will work community and school partners in each of the designated locations. The Whatcom Prevention Coalition, coordinated by the Whatcom Family & Community Network, will serve as the umbrella for partnering agencies to convene, coordinate, and implement services.

5b. Name the person in charge of implementation and what they are responsible for:
Anne Deacon, Human Services Manager, will oversee staff implementing services. Joe Fuller, Program Specialist, will be responsible for the full implementation of prevention initiatives at one of the two designated sites. This includes working with the Whatcom Prevention Coalition, procuring youth and family prevention services, reporting outcomes to the state office, and conducting ongoing needs assessment. Additional staff, yet to be determined, will be responsible for services delivered at the second site.

6. Funding Source:
"Partnership for Success" or "PFS" is the federal grant funding officially titled the Strategic Prevention Framework- Partnerships for Success (SPF-PFS) CFDA No. 93.243 awarded to DSHS by the Substance Abuse and Mental Health Services Administration (SAMHSA).
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Shonda Shipman, Accounting/Budget Supervisor
THROUGH: Joe Rutan, Assistant Director
DATE: December 31, 2013
RE: Supplemental Budget Requests

The attached supplemental budget requests, #1750, #1763, and #1766 through #1770, seek authority to expend funds on Right of Way Acquisition and construction on projects approved under the Annual Construction Program for 2014. The wages and benefits have been previously budgeted for 2014.

Please contact me at x50573 with any questions.

cc: F. Abart
    J. Lee
Supplemental Budget Request

Public Works

Expenditure Type: One-Time  Year 2  2014

Add'l FTE □  Add'l Space □  Priority 1

Name of Request: Pt Roberts Transportation Improvements

Department Head Signature (Required on Hard Copy Submission)

Date: 12/31/13

Costs:

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

1a. Description of request:
Project location to be determined in 2014. This supplemental is requesting authority for the construction expenditures. The wages have been previously budgeted for 2014.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
Road fund balance.

Monday, December 30, 2013

Rpt: Rpt Suppl Regular
# Project Narrative

Point Roberts is located in T40N and T41N, R3W. The proposed improvements would be specific to area needs and the development of a project to be funded by the Pt. Roberts Transportation Benefit District. This project is listed #9 on the 2014-2019 Six-Year Transportation Improvement Program.

# Project Status

The Point Roberts Transportation Benefit District Advisory Committee has requested improvements to the shoulder of Gulf Road to provide non-motorized access between Lighthouse Park and Tyee Drive. Project scope and engineering in 2014, with construction in 2014 and 2015.

## Funding Sources

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$150,000 (STIP 2014)</td>
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</table>

## Environmental Permitting

To Be Determined

## Right-of-Way Acquisition (Estimate)

To Be Determined

## County Forces (Estimate)

$40,000 (Max 2014)
### Annual Construction Program for 2014

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Road Program No.</th>
<th>Road Log No.</th>
<th>Road/Project Name and Location</th>
<th>Project Length (Miles)</th>
<th>Functional Class</th>
<th>Work Codes</th>
<th>Sources of Funds</th>
<th>Estimated Expenditures - Dollars</th>
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<tbody>
<tr>
<td>01</td>
<td>21580</td>
<td>30410</td>
<td>CRP #001011 Birch Bay-Lynden Road/Portal Way Signalization/Improvements</td>
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<td>2,655,000</td>
<td>200,000</td>
<td>2,870,000</td>
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<tr>
<td>02</td>
<td>2</td>
<td>30010</td>
<td>CRP #001017 Rural Road Safety Program</td>
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<td>70,000</td>
<td>380,000</td>
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<td>03</td>
<td>4</td>
<td>44120</td>
<td>CRP #001015 Birch Bay Drive &amp; Pedestrian Facility</td>
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<td>AH S</td>
<td>400,000</td>
<td>900,000</td>
<td>1,000,000</td>
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<tr>
<td>04</td>
<td>5</td>
<td>14760</td>
<td>CRP #001016 Lake Whatcom Boulevard Cable Street to Strawberry Point</td>
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<td>ABDG E</td>
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<td>12220</td>
<td>CRP #001017 Slab Creek Drive Intersection Improvements</td>
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</tr>
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</table>

**Project location to be determined in 2013**

- 09 11 14760 CRP #001020 Slater Road Intersections - Install turn lane at Imhof Road and Ferndale Road
- 10 12 55080 CRP #001021 East Smith Road & Hennegan Road Intersection Improvements
- 11 16 65010 CRP #001022 Slater Road Connector, Southeast to SR 539
- 12 22 73600 CRP #001023 Larrabee Road Flood Prevention
- 13 23 93600 CRP #001024 Porta Road/South Fork Nooksack River Bridge No. 148 - Replacement
- 14 24 84190 CRP #001025 Mosquito Lake Road/Canyon Creek, Bridge No. 334 - Rehabilitation & sedimentation control
- 15 25 14760 CRP #001026 Slater Road/Nooksack River, Bridge No. 512 - Replacement
- 16 27 55110 CRP #001027 Hennegan Road/Nooksack River, Bridge No. 252 - Scur mitigation
- 17 28 86040 CRP #001028 South Pass Road/Saar Creek, Bridge No. 212 - Replacement

---

**Notes:**
- Line (C) must be smaller than Line (B) **
- AGENCY ACTION:
  - DATE RECOMMENDED: 10/20/2013
  - COUNTY: Whatcom
  - DATE OF ENVIRONMENTAL ASSESSMENT: 11/12/2013
  - DATE OF FINAL ADOPTION OF ORDINANCE/RESOLUTION NO.: 2013-035
  - DATE OF AMENDMENT: 12/16/2014
Supplemental Budget Request

Public Works

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

Name of Request: Ferry Dock Improvements

X

Department Head Signature (Required on Hard Copy Submission)

Date: 12/3/13

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

1a. Description of request:
Upgrades and improvements as needed. This supplemental is requesting authority for the construction expenditures. The wages have been previously budgeted in 2014.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
Road fund balance
Ferry Dock Improvements
CRP #914004

Construction Funding Year(s): 2014 - 2019

Project Narrative:
This project includes improvements to the ferry docks. This project is listed #39 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
Design, permitting, and construction activities are ongoing.

Total Estimated Project Cost: $1,500,000
Expenditures to Date: N/A

Funding Sources:
- Federal: $
- State: $
- Local: $1,500,000 (STIP 2014-2019)

Environmental Permitting
HPA, SEPA, CORPS 404, COUNTY SHORELINES

Right-of-Way Acquisition (Estimate)
None Required

County Forces (Estimate)
$50,000
<table>
<thead>
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<th>ITEM NO.</th>
<th>ROAD LOG NO.</th>
<th>ROAD/PROJECT NAME AND LOCATION</th>
<th>PROJECT LENGTH (Miles)</th>
<th>FUNCTIONAL CLASS</th>
<th>WORK CODE(S)</th>
<th>ENVIRONMENTAL AGENCY</th>
<th>COUNTY FUNDS AMOUNT</th>
<th>OTHER FUNDS AMOUNT</th>
<th>PROGRAM SOURCE</th>
<th>ESTIMATED EXPENDITURES DOLLARS</th>
<th>COUNTY FORCES CONTRACT</th>
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<tr>
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<td>CRP #91011 Neighborhood Traffic Calming Various locations</td>
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PAGE PROGRAM TOTALS, CONSTRUCTION

7,555,000  10,547,000  0  3,822,000  575,000  12,332,000  275,000  18,102,000
Supplemental Budget Request

Public Works

Expenditure Type: One-Time  Year 2  2014

Name of Request: Unanticipated Site Improvements

Department Head Signature (Required on Hard Copy Submission)

Costs:

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<th>Object</th>
<th>Object Description</th>
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1a. Description of request:
As prioritized, this supplemental is requesting authority for the construction expenditures. The wages have been previously budgeted in 2014.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
   Road fund balance

Status: Pending
**Unanticipated Site Improvements**

**CRP # 914007**

**Construction Funding Year(s):**

- 2014

**Project Narrative:**

This Annual Construction Program item addresses the unanticipated project(s) that may arise during a given year that require immediate action due to safety concerns, environmental factors, traffic volumes, accident history, funding or grant availability and other issues not related to an existing program project. This project is listed #45 on the 2014-2019 Six Year Transportation Improvement Program.

**Project Status:**

Design and construction will be completed in 2014.

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*Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.*
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<th>ROAD/PROJECT NAME AND LOCATION</th>
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Total:

7,655,000 | 6,347,000 | 6 | 5,322,000 | 570,000 | 12,005,000 | 2,005,000 | 2,045,000 | 15,042,000
Supplemental Budget Request

Public Works

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

Name of Request: Roadway Frost Depth Detectors

Department Head Signature (Required on Hard Copy Submission) Date

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1a. Description of request:
Various locations. This supplemental is requesting authority for the construction expenditures. The wages have been previously budgeted in 2014.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

5. Funding Source:
Road fund balance

Monday, December 30, 2013
Roadway Frost Depth Detectors
CRP # 913014

Construction Funding Year(s): 2014 - 2015

Project Narrative:
This item provides funding to address replacement of the County’s aging network of roadway frost depth detectors. These detectors are critical for implementing appropriate roadway restrictions to prevent structural damage following periods of deep frost. It is listed #46 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
Design and construction to occur in 2014 - 2015.

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Environmental Permitting To Be Determined
Right-of-Way Acquisition (Estimate) To Be Determined
County Forces (Estimate) To Be Determined

Due to the nature of this item, no map exists. Location of the new roadway frost depth detectors will be determined in 2014.
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<th>PROJECT HIGHLIGHT</th>
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Supplemental Budget Request

Public Works

Engineering Design/Const

Supp # 1768

Fund 108

Cost Center 914008

Originator: Shonda Shipman

Expenditure Type: One-Time

Year 2 2014

Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Stormwater Quality Improvements

X

Department Head Signature (Required on Hard Copy Submission)

Date: 1/31/13

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td>6300.595400</td>
<td>Expenditures</td>
<td></td>
<td>$35,000</td>
</tr>
</tbody>
</table>

Request Total: $0

1a. Description of request:
Various locations. This supplemental is requesting authority for the construction expenditures. The wages have been previously budgeted in 2014.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
Road fund balance

Monday, December 30, 2015

Rp: Rpt Supp Regular

197
Stormwater Quality Improvements  
CRP # 914008

Construction Funding Year(s): 2015

Project Narrative:  
This project varies in location. Identification and prioritization to be addressed and reviewed through County Council. This project is listed #47 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:  
Design and construction will be completed in 2015.

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<td>$500,000 (STIP 2014-2019)</td>
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</table>

Environmental Permitting                To Be Determined  
Right-of-Way Acquisition (Estimate)      To Be Determined  
County Forces (Estimate)                 $10,000 (Max 2014)

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Supplemental Budget Request

Public Works

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

Name of Request: Non-motorized Transportation Improvements

Department Head Signature (Required on Hard Copy Submission)

Costs:

<table>
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<tr>
<th>Object</th>
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<td>$0</td>
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</table>

1a. Description of request:
Various locations. This supplemental is requesting authority for the construction expenditures. The wages have been previously budgeted in 2014.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
Road fund balance
**Non-motorized Transportation Improvements**  
**CRP # 914009**

**Construction Funding Year(s):**  
2014

**Project Narrative:**  
This program item addresses the need to identify and prioritize non-motorized projects for future consideration. Projects would include pedestrian and bike facilities (e.g. sidewalks, trails, shoulder widening) in various locations around the county. This project is listed #48 on the 2014-2019 Six Year Transportation Improvement Program.

**Project Status:**  
Design and construction will be completed in 2014.

| Total Estimated Project Cost: | $600,000 |
| Expenditures to Date:         |           |

**Funding Sources:**

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<td>Right-of-Way Acquisition (Estimate)</td>
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<tr>
<td>County Forces (Estimate)</td>
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Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>6 YEAR ROAD LOG NO.</th>
<th>ROAD/PROJECT NAME AND LOCATION</th>
<th>PROJECT LENGTH (Miles)</th>
<th>FUNCTIONAL CLASS</th>
<th>ENVIRONMENTAL ASSESSMENT</th>
<th>SOURCES OF FUNDS - COUNTY FUNDS</th>
<th>OTHER FUNDS</th>
<th>ESTIMATED EXPENDITURES - PRELIM. CONSTR. ENG.</th>
<th>CONSTRUCTION CONTRACT</th>
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<td>19 33</td>
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<td>20 34</td>
<td>55110</td>
<td>CRP #513007 Hannegan Road/ Bridge No. 236</td>
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<td>22 39</td>
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<td>CRP #514004 Ferry Dock Improvements</td>
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<td>J</td>
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<td>CRP #514005 Various Bridges Rehabilitation/Replacement Various locations</td>
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<tr>
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<tr>
<td>29 50</td>
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<td>CRP #514010 Railroad Crossing Improvements</td>
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<td>50,000</td>
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<td>CRP #514011 Neighborhood Traffic Calming Various locations</td>
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PAGE 2/PROGRAM TOTALS, CONSTRUCTION

Total:

7,565,000 10,547,000 0 3,622,000 570,000 12,985,000 775,000 13,102,000
Supplemental Budget Request

Public Works

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

Name of Request: Railroad Crossing Improvements

Department Head Signature (Required on Hard Copy Submission)

Costs:

<table>
<thead>
<tr>
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<tr>
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1a. Description of request:
Upgrades and improvements as needed. This supplemental is requesting authority for the construction expenditures. The wages have been previously budgeted in 2014.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
Road fund balance
**Railroad Crossing Improvements**
**CRP # 914010**

**Construction Funding Year(s):** 2014

**Project Narrative:**
Locations to be determined. Identification and prioritization to be addressed. This project is listed #50 on the 2014-2019 Six Year Transportation Improvement Program.

**Project Status:**
Design and construction will be completed in 2014.

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<td>Right-of-Way Acquisition (Estimate)</td>
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<td>County Forces (Estimate)</td>
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<th>ROAD/PROJECT NAME AND LOCATION</th>
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<th>FUNCTIONAL CLASS</th>
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<th>OTHER FUNDS</th>
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</table>
Supplemental Budget Request

Name of Request: 2014 Health Ins Increase - Corrections

1a. Description of request:
Increase departmental budgets to allow for a $600 per year health insurance premium increase per regular employee. See attached listing of cost centers affected.

1b. Primary customers:
Corrections deputies

2. Problem to be solved:
The Executive recognizes that health insurance premiums are continuing to rise and in order to prevent hardship for the employees has proposed that the County will cover up to a $50 per month increase in insurance premiums.

3a. Options / Advantages:
N/A This option has been adopted by Council in the Corrections Deputies Bargaining Agreement

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts this supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Jail budget will be increased

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

6. Funding Source:
Jail Fund balance
## 2014 HEALTH INSURANCE ADJUSTMENTS BY COST CTR JAIL FUND

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Supplemental Budget Request

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<td><strong>Priority</strong> 1</td>
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**Name of Request:** 2014 Health Ins Increase - Ferry

**X**

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

<table>
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<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<td><strong>Request Total</strong></td>
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</table>

1a. **Description of request:**
Increase departmental budgets to allow for a $600 per year health insurance premium increase per regular employee.

1b. **Primary customers:**
Ferry workers

2. **Problem to be solved:**
The Executive recognizes that health insurance premiums are continuing to rise and in order to prevent hardship for the employees has proposed that the County will cover up to a $50 per month increase in insurance premiums.

3a. **Options / Advantages:**
N/A This option has been adopted by Council in the MMP and IBU bargaining agreement.

3b. **Cost savings:**
none

4a. **Outcomes:**
Outcome will be delivered when Council adopts this supplemental and amounts are recorded in 2014 budget.

4b. **Measures:**
n/a

5a. **Other Departments/Agencies:**
Ferry budget will be increased

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

6. **Funding Source:**
Ferry Fund Balance (ultimately ferry user fees and Road Fund)
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
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<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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**TITLE OF DOCUMENT:** An Ordinance Establishing the Portal Way/Dakota Creek Bridge No. 500 Project Fund and Establishing a Project Based Budget for the Portal Way/Dakota Creek Bridge No. 500 Project.

**ATTACHMENTS:** Ordinance & Budget Modification Requests

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

An Ordinance Establishing the Portal Way/Dakota Creek Bridge No. 500 Project Fund and Establishing a Project Based Budget for the Portal Way/Dakota Creek Bridge No. 500 Project.

**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>

209
Memorandum

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

Through: Frank M. Abart, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: December 31, 2013

Re: Project Based Budget Request #1 for Portal Way/Dakota Creek Bridge No. 500 CRP #910001

Requested Action:

This Project Based Budget Request #1 of $2,700,000 will fund the creation of Plans, Specifications, Engineer's Estimate (PS&E), environmental permitting, a portion of Right-of-Way acquisition and construction for the above referenced project.

Background and Purpose:

In November of 2013 the 2014 Annual Construction Program was adopted by Resolution 2012-028. Project Priority #18 on the Annual Program is titled "Portal Way/Dakota Creek Bridge No. 500".

The necessary budgetary authority is now being sought through the attached ordinance. This ordinance will allow the Executive to enter into contracts on behalf of the County in order to complete the activities listed within the time and financial limits set by ordinance.

Information:

This budget request is intended to fund the complete design of the subject project as well as acquisition of all environmental permits necessary to complete construction, and to purchase Right-of-Way that will be required and construction of the project.
ORDINANCE NO. ________

ESTABLISHING THE PORTAL WAY/DAKOTA CREEK BRIDGE NO. 500 SEISMIC RETROFIT PROJECT FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE PORTAL WAY/DAKOTA CREEK BRIDGE NO. 500 SEISMIC RETROFIT PROJECT

WHEREAS, the Portal Way/Dakota Creek Bridge No. 500 needs seismic improvements, and,

WHEREAS, the Portal Way/Dakota Creek Bridge No. 500 Seismic Retrofit was approved as project #18 on the one year road program, and the project will involve a seismic retrofit to mitigate the risk of failure in the event of a seismic event, and,

WHEREAS, the project will be funded with initial federal (BRAC) funding of $2.8 million and local funding of $200 thousand, and,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established effective January 1, 2014 titled “Portal Way/Dakota Creek Bridge No. 500 Seismic Retrofit”. This fund shall be used to account for the expenditures and revenues for the construction of said project, and,

BE IT FURTHER ORDAINED by the Whatcom County Council that the Portal Way/Dakota Creek Bridge No. 500 Seismic Retrofit Project is approved with an initial project budget of $3,000,000 as described in Exhibit A.

ADOPTED this ____ day of ________________, 2014.

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

Chief Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

___________________________, Chair of the Council

( ) Approved    ( ) Denied

Jack Louws, County Executive

Date: _______________________
Portal Way / Dakota Creek - Bridge No. 500 Seismic Retrofit
CRP #910001

Construction Funding Year(s): 2014

Project Narrative:
This project is located south of Blaine in Section 8, T40N, R1E. This is a seismic retrofit project to mitigate the risk of failure in the event of a seismic event. This project is listed #29 on the 2014-2019 Six Year Transportation Improvement Program.

Project Status:
Design is complete. BRAC funding acquired. Permitting is ongoing. Construction scheduled for 2014.

Total Estimated Project Cost: $3,000,000
Expenditures to Date: $300,000

Funding Sources:

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Environmental Permitting
HPA, SEPA, SEC 404, NEPA, County Shorelines

Right-of-Way Acquisition (Estimate) None Required

County Forces (Estimate) None
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<th>3-YEAR PROJECT NO.</th>
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PAGE / PROGRAM TOTALS: CONSTRUCTION

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2014 ACP with add-in.xls
Project Title: Portal Way/Dakota Creek Bridge No. 500
CRP #910001
Project Based Budget Request: No. 1
Duration Requested: 3 yrs (2014, 2015, and 2016)

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TITLE OF DOCUMENT: An Ordinance Establishing the Slater Road Intersections, Imhoff and Ferndale Roads Project Fund and Establishing a Project Based Budget for the Slater Road Intersections, Imhoff and Ferndale Roads Project.

ATTACHMENTS: Ordinance & Budget Modification Requests

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

An Ordinance Establishing the Slater Road Intersections, Imhoff and Ferndale Roads Project Fund and Establishing a Project Based Budget for the Slater Road Intersections, Imhoff and Ferndale Roads Project.

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

Through: Frank M. Abart, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: December 31, 2013

Re: Project Based Budget Request #1 for Slater Road Intersections, Imhoff and Ferndale Roads - CRP #910003

Requested Action:

This Project Based Budget Request #1 of $2,740,000 will fund the creation of Plans, Specifications, Engineer’s Estimate (PS&E), environmental permitting, a portion of Right-of-Way acquisition and construction for the above referenced project.

Background and Purpose:

In November of 2013 the 2014 Annual Construction Program was adopted by Resolution 2012-028. Project Priority #9 on the Annual Program is titled “Slater Road Intersections”.

The necessary budgetary authority is now being sought through the attached ordinance. This ordinance will allow the Executive to enter into contracts on behalf of the County in order to complete the activities listed within the time and financial limits set by ordinance.

Information:

This budget request is intended to fund the complete design of the subject project as well as acquisition of all environmental permits necessary to complete construction, and to purchase Right-of-Way that will be required and construction of the project.
ORDINANCE NO. _______

ESTABLISHING THE SLATER ROAD INTERSECTIONS, IMHOFF AND FERNDALE ROADS PROJECT FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE SLATER ROAD INTERSECTIONS, IMHOFF AND FERNDALE ROADS PROJECT

WHEREAS, the Slater Road Intersections at Imhoff and Ferndale Roads need improvements, and,

WHEREAS, the Slater Road Intersections, Imhoff and Ferndale Roads project was approved as project #9 on the one year road program, and the project will involve the addition of turn lanes on Slater Road at Imhoff and Ferndale Roads, as well as widening the half mile roadway section to current standards between the intersections, and,

WHEREAS, the project will be funded with initial STP(R) funding of $1.120 million and local funding of $1.620 million, and,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established effective January 1, 2014 titled “Slater Road Intersections”. This fund shall be used to account for the expenditures and revenues for the construction of said project, and,

BE IT FURTHER ORDAINED by the Whatcom County Council that the Slater Road Intersections, Imhoff and Ferndale Roads Project is approved with an initial project budget of $2,740,000 as described in Exhibit A.

ADOPTED this ___ day of _________________, 2014.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

___________________________, Chair of the Council

APPROVED AS TO FORM:

Chief Civil Deputy Prosecutor

( ) Approved    ( ) Denied

Jack Louws, County Executive

Date: _________________
Slater Road Intersections  
CRP # 910003

Construction Funding Year(s): 2015

Project Narrative:
This Slater Road project is located between Imhoff Road and Ferndale Road in Sections 31 and 32 of T39N, R2E. The work involves the additions of turn lanes on Slater Road at Imhoff and Ferndale Roads, as well as widening the half mile roadway section to current standards between the intersections. This project is listed #11 on the 2014-2019 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting and R/W to begin in 2014 with construction to be completed in 2015.

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<td>Local: $1,620,000</td>
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Environmental Permitting: ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate): $200,000
County Forces (Estimate): N/A
# ANNUAL CONSTRUCTION PROGRAM FOR 2014

**TOTALS**
- $13,710,000
- $1,768,221
- $775,000

**AGENCY ACTION:**
- COUNTY: Whatcom
- DATE RECOMMENDED PROG. SUBMITTED: 10/22/2013
- DATE OF ENVIRONMENTAL ASSESSMENT: 10/15/2013
- DATE OF FINAL ADOPTION: 11/12/2013
- ORDINANCE/RESOLUTION NO.: 2013-030
- DATE OF AMENDMENT: 2013-030

**Line (C) must be smaller than Line (B)**

| ITEM NUMBER | ROAD PROGRAM NO. | PROJECT NAME AND LOCATION | PROJECT LENGTH (Miles) | FUNCTION CLASS | WORK CODES | ENVIRONMENTAL ASSESSMENT | COUNTY FUNDS | OTHER FUNDS | PROGRAM SOURCE | ESTIMATED CONSTRUCTION | CONTRIBUTIONS | GRAND TOTAL ALL 99s |
|-------------|-------------------|----------------------------|------------------------|----------------|-------------------------|----------------|---------------|----------------|------------------------|-----------------|---------------------|
| 01          | 1                 | CRP #01011 Birch Bay/Lynden Road/Portway 30340 | 0.3u 07 ABDG E | 2,005,000 | 465,000 200,000 | 2,870,000 | 3,070,000 |
| 02          | 2                 | CRP #011017 Rura Road Safety Program Various safety improvements on rural roads | 450,000 | 70,000 | 380,000 450,000 |
| 03          | 3                 | CRP #012001 Birch Bay Drive & Pedestrian Facility from Lora Lane to Cedar Avenue Pedestrian & non-motorized enhancements | 400,000 | 600,000 100,000 | 1,000,000 |
| 04          | 4                 | CRP #013012 Lake Whatcom Boulevard Cable Street to Strawberry Point Pavement rehabilitation & stormwater improvements | 50,000 | 50,000 |
| 05          | 5                 | CRP #014001 Slater Road & Northwest Drive Intersection Improvements | 50,000 | 50,000 |
| 06          | 6                 | CRP #015001 Lummi View Drive Bank Stabilization Slide Repair | 10,000 | 10,000 |
| 07          | 7                 | CRP #016001 Gooseberry Point Pedestrian Improvements Mackenzie Road to Batch Road Various pedestrian improvements | 4,000,000 | 700,000 | 300,000 3,000,000 |
| 08          | 8                 | CRP #017002 Point Roberts Transportation Improvements Project location to be determined in 2013 | 150,000 | 10,000 | 100,000 150,000 |
| 09          | 9                 | CRP #018003 Slater Road Intersections | 260,000 10,000 | 150,000 350,000 |
| 10          | 10                | CRP #019002 East Smith Road & Hannegan Road Intersection improvements | 50,000 | 50,000 |
| 11          | 11                | CRP #020012 Slater Road Connector, North West Drive to Sn 359 | 50,000 | 50,000 |
| 12          | 12                | CRP #021003 Larrabees Road Flood Prevention Flood prevention & stream restoration | 50,000 | 50,000 |
| 13          | 13                | CRP #022003 Port River/South Fork Nooksack River Bridge No. 149 - Replacement | 900,000 | 3,500,000 750,000 3,650,000 |
| 14          | 14                | CRP #023004 Mosquito Lake Road/Canyon Creek, Bridge No. 334 - Rehabilitation & sedimentation control | 50,000 | 50,000 |
| 15          | 15                | CRP #024005 Slater Road/Nooksack River, Bridge No. 512 | 110,000 | 110,000 |
| 16          | 16                | CRP #025006 Hannegan Road/Nooksack River, Bridge No. 227 - Scour mitigation | 17,000 | 17,000 |
| 17          | 17                | CRP #026007 South Pass Road/Saar Creek, Bridge No. 212 | 250,000 | 20,000 | 230,000 250,000 |

CRAB FORM #3, REVISED 08/09

2014 ACP with add-in.xls
Project Title: Slater Road Intersections, Imhoff and Ferndale Roads
CRP #910003
Project Based Budget Request: No. 1
Duration Requested: 3 yrs (2014, 2015 and 2016)

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<td><strong>17,215</strong></td>
<td><strong>2,722,785</strong></td>
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<tr>
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<th>Project Funding</th>
<th>Estimated Project Revenues</th>
<th>Revenue to Date</th>
<th>Requested Project Budget</th>
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