TITLE OF DOCUMENT:
Introduction of Washington Conservation Corps Crew and Presentation of Project Activities and Accomplishments.

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

The County Council has supported a Washington Conservation Corps crew in partnership with Nooksack Salmon Enhancement Association annually for the last dozen years. The purpose of this agenda item is to: have Public Works staff provide an overview of projects and programs supported by the WCC; introduce the crew and supervisor; and, let the crew present examples of the work they have accomplished on natural resource issues important to Whatcom County.

COMMITTEE ACTION:
Discussion only, no action needed.

COUNCIL ACTION:

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

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

THROUGH: Frank M. Abart, Public Works Director

FROM: Gary Stoyka, Public Works Natural Resources Manager

RE: Introduction of the Washington Conservation Corps Crew

DATE: March 19, 2014

Background and Purpose
In January, the Council approved a Washington State Department of Ecology interagency agreement that provides Whatcom County, in partnership with the Nooksack Salmon Enhancement Association (NSEA), a Washington Conservation Corps (WCC) crew for the period of January 1, 2014 through September 24, 2014. This partnership began over 12 years ago and enhances the ability of Public Works staff to implement new watershed restoration projects, maintain existing salmon restoration, water quality and fish passage projects, and assist with on-going water quality monitoring.

The purposes for Natural Resources Committee on April 22 are to: allow staff the opportunity to provide an overview of the Public Works actions supported by the crew; introduce the crew and supervisor to the Council; and, have the crew present an overview of the work they accomplish on natural resource issues important to Whatcom County. We felt that this would be a good opportunity to loop back to the Council and demonstrate the multiple benefits to the community the WCC crew represents.

Please contact Gary at extension 50618 if you have any questions regarding this agenda item.
**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>Buchanan</td>
<td>4/15/2014</td>
<td>4/22/2014</td>
<td>Natural Resources</td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
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<td>Dept. Head:</td>
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<td>Prosecutor:</td>
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<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
<td></td>
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</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Presentation regarding potential geological hazard areas in Whatcom County

**ATTACHMENTS:**

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

| Should Clerk schedule a hearing? | ( ) Yes | ( 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.)

Presentation by Dan McShane regarding potential geological hazards within Whatcom County.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
Packet pages 4 through 6 intentionally left blank
Recent state legislation, E2SSB 6312, requires the state to integrate the purchasing of mental health and chemical dependency treatment services by April 2016 via regional entities. These regional entities will be known as Behavioral Health Organizations. Whatcom County has the option of becoming a Behavioral Health Organization along with its four county partners, Island, San Juan, Skagit, and Snohomish. The current Intergovernmental agreement that created the North Sound Regional Support Network allows for regional administration of publicly-funded mental health services only. The option of forming a new agreement and adding the regional administration of chemical dependency treatment services to the scope is being considered.
Memorandum

TO: JACK LOUWS
FROM: Anne Deacon
DATE: April 10, 2014
RE: Integrating the state procurement of mental health and Chemical dependency treatment services

Recent state legislation enacted under E2SSB 6312 requires state agencies (The Department of Social and Health Services/DSHS and the Health Care Authority) to integrate the purchasing of mental health and chemical dependency treatment services by April 2016. This integration process requires the procurement through regional entities called Behavioral Health Organizations (BHO).

For many years, the state has procured publicly funded mental health services through Regional Support Networks (RSN). Our RSN is the North Sound Mental Health Administration (NSMHA), which was established through an Intergovernmental agreement among five counties: Island, San Juan, Skagit, Snohomish and Whatcom. Whatcom County holds two positions on NSMHA’s governing board of directors.

Publicly funded chemical dependency treatment services have been procured through individual counties. The Health Department has administered these services on behalf of Whatcom County.

Discussions have commenced among the five NSMHA counties about the options for the structure and operations of a soon-to-be formed Behavioral Health Organization, which would eliminate the county’s current role in administration of chemical dependency treatment services. NSMHA created a discussion paper outlining the issues as well as possible options for moving forward. That document is attached here for detailed reference.

The Health Department requests an opportunity to present this new information to the County Council at their Finance Committee meeting on April 22nd. We also hope to receive support to move forward with Option #1 presented in the attached document.
Should the North Sound Counties create a Behavioral Health Organization
To replace the current North Sound Regional Support Network [NSMHA]

Decision Paper

Summary:
The Legislature has passed a bill – E2SSB6312- that would integrate state purchasing of mental health and chemical dependency treatment services by April, 2016. Counties must decide if they want to form the "Behavioral Health Organizations" that would replace the current Regional Support Networks and county administered chemical dependency treatment services.

Background:
• E2SSB6312 requires the state agencies - the Department of Social and Health Services [DSHS] and the state Health Care Authority [HCA] - to integrate the purchasing of mental health and chemical dependency treatment services by April, 2016.
• Regional Support Networks would be replaced by either Behavioral Health Organizations [BHOs] or contracts with managed care organizations that would integrate both behavioral health care and physical health care.
• The county or group of counties that make up a regional service area can choose to submit a detailed plan describing how they will operate the Behavioral Health Organization and how they plan to meet the state standards for BHOs.
• If an adequate plan is submitted, the counties or RSN must be awarded the contract.
• In the case of counties or group of counties that do not submit a plan, or do not meet the requirements for a BHO, the state will use an open procurement process in which other entities may apply to operate a BHO for that service area.
• At the request of county authorities within a regional service area, DSHS and the HCA may fully integrate medical and behavioral health care purchasing in that region starting January 1, 2016. These would be called "early adopter" regions.
• A Legislative Task Force, which includes 3 county commissioners, will make recommendations regarding the standards for the BHOs.
• The State Agencies will establish the boundaries for the regional service areas based on the recommendations from the Task Force. WSAC must submit its own recommendations to the Task Force by August 1, 2014 and the Task Force will finalize its recommendations for the boundaries for the "regional service areas" by September 1, 2014.

Options:
1) Amend the current North Sound RSN Inter-local agreement to form a Behavioral Health Organization.
2) Request that the region become an "early adopter" and that the state conduct a procurement process to select a fully integrated health plan.
3) Do not form a BHO and allow the state to conduct an open procurement process to select an independent entity to form and operate the BHO.
## PROS and CONS

<table>
<thead>
<tr>
<th>Option</th>
<th>Pros</th>
<th>Cons</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Form a county administered BHO</td>
<td>Maintains county oversight of mental health and chemical dependency services</td>
<td>May increase fiscal risk to counties if the rates established for the capitated payments are insufficient to provide the required services.</td>
</tr>
<tr>
<td></td>
<td>Allows for maximum coordination between state and local funds for behavioral health services</td>
<td>May not take full advantage of the additional resources that Managed Care Organizations could contribute to behavioral health services.</td>
</tr>
<tr>
<td></td>
<td>Builds on the existing network of services and RSN and County administrative structures - quickest option to implement</td>
<td>Behavioral Health Services would still operate in a separate &quot;silo&quot; from physical care services.</td>
</tr>
<tr>
<td></td>
<td>Can be formed with a minimum of disruption to existing services</td>
<td>There may be additional disruption to behavioral health service systems if the state subsequently does another procurement for fully integrated behavioral health and health care services.</td>
</tr>
<tr>
<td></td>
<td>An organization with its primary focus on behavioral health may be in the best position to create new integrated dual disorder treatment modalities</td>
<td></td>
</tr>
<tr>
<td>2. Become an &quot;early adopter&quot; region</td>
<td>Moves the region ahead towards the goal of fully integration while maintaining county involvement in the selection process for the new managed care plan</td>
<td>Removes counties from direct administrative oversight of behavioral health services. Reduces accountability to local government.</td>
</tr>
<tr>
<td></td>
<td>Reduces the potential fiscal risk to counties</td>
<td>Creates a new risk for hospitals and county public safety systems if the level of services and/or funding provided by the new managed care entity is inadequate.</td>
</tr>
<tr>
<td></td>
<td>May bring new resources into the system from the managed care organization</td>
<td>May be difficult for a new entity to develop the necessary behavioral health network and might end up &quot;subcontracting&quot; with the RSN and counties adding additional administrative cost and complexity.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Current behavioral health service systems could experience significant disruptions if there is not enough time to plan for a thoughtful transition.</td>
</tr>
<tr>
<td>3. <strong>Allow the state to select a BHO through an open procurement</strong></td>
<td>Reduces the potential fiscal risk to counties</td>
<td>Removes counties from direct administrative oversight of behavioral health services. Reduces accountability to local government.</td>
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<tr>
<td>May bring new resources into the system from the managed care organization</td>
<td>Creates a new risk for hospitals and county public safety systems if the level of services and/or funding provided by the new managed care entity is inadequate</td>
<td>Maintains current behavioral health and health care silos</td>
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<tr>
<td></td>
<td>May be difficult for a new entity to develop the necessary behavioral health network and might end up “subcontracting” with the RSN and counties adding additional administrative cost and complexity</td>
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</table>
CLEARANCES | Initial | Date | Date Received in Council Office | Agenda Date | Assigned to:
--- | --- | --- | --- | --- | ---
Originator: | MRC | 3/27/14 | | 04/08/14 | Intro
Division Head:
Dept. Head:
Prosecutor: | J.S. | 3/27/14 | | 04/22/14 | Finance Committee; Council
Purchasing/Budget: | | | | |
Executive: | | | |

TITLE OF DOCUMENT: An Ordinance Establishing the Parks Special Revenue Fund

ATTACHMENTS: Ordinance Request

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.)

To establish the Parks Special Revenue Fund.

COMMITTEE ACTION: 4/08/2014: Introduced

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
ORDINANCE NO. __________
ESTABLISHING THE PARKS SPECIAL REVENUE FUND

WHEREAS, the County Council requested the administration to transfer $1,521,225 from the unrestricted Conservation Futures Fund Balance to establish a fund for future maintenance of park properties, and,

WHEREAS, Parks and Recreation needs a special revenue fund to account for restricted and committed revenues which will be used to fund maintenance, operations and parks improvements in accordance with external funding sources and County Council requirements; and,

WHEREAS, the current Parks Improvement Capital Projects Fund (Fund 330), should only be used to pay for capital projects; and,

WHEREAS, the tower lease agreements for the Lake Whatcom Reconveyance lands provide that a portion of the lease payments will be held in reserve for road maintenance, and,

WHEREAS, Parks receives donations, and other payments from time to time which are required to be used for specific purposes; and

WHEREAS, Parks needs a separate fund to separately track and account for these revenues until the funds can be properly expended,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new special revenue fund is hereby established titled the "Parks Special Revenue Fund". This new fund shall be dedicated to tracking restricted and committed revenues for parks according to funding source and County Council requirements.

ADOPTED this _____ day of ____________________, 2014.

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

______________________
Carl Weimer, Council Chair

APPROVED as to form:

( ) Approved  ( ) Denied

______________________
Jack Louws, Executive

Date: __________________________
### CLEARANCES

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<thead>
<tr>
<th>Originiator:</th>
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<th>Date</th>
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<td>04/08/14</td>
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<th>Executive:</th>
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### TITILE OF DOCUMENT: 2014 Supplemental Budget Request #9

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

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

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

**Supplemental #9 requests funding from the General Fund:**

1. To appropriate $6,077 in the Sheriff’s Office to fund increase in Organized Crime Drug Enforcement Task Force overtime from grant proceeds.
2. To appropriate $3,600 in the Sheriff’s Office to fund evidence storage improvements from vehicle auction proceeds.
3. To appropriate $16,000 in Sheriff’s Office to fund “Street Survival Seminar” from registration fees.
4. To appropriate $5,060 in Non Departmental to fund morgue rent increase.
5. To appropriate $48,131 in Non Departmental to fund increase in bond payment budget.
6. To appropriate $152,656 in Health to fund State Street lease renewal.

**Conservation Futures Fund:**

7. To appropriate $1,521,225 to fund transfer of unrestricted fund balance to Parks Special Revenue Fund.

**Parks Special Revenue Fund:**

8. To receive transfers of $1,600,755 from Parks Improvement and Conservation Futures Fund.
9. To appropriate $151,326 to fund transfers for vehicle acquisition and staffing costs of Lake Whatcom Reconveyance lands.

**Equipment Rental and Revolving Fund:**

10. To appropriate $54,500 to fund additions to the fleet of Parks vehicles for Lake Whatcom Reconveyance lands.

### COMMITTEE ACTION:

**COUNCIL ACTION:**

4/08/2014: Introduced
ORDINANCE NO.
AMENDMENT NO. 9 OF THE 2014 BUDGET

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

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

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
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</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Sheriff</td>
<td>25,677</td>
<td>(25,677)</td>
<td></td>
</tr>
<tr>
<td>Non Departmental</td>
<td>53,191</td>
<td>-</td>
<td>53,191</td>
</tr>
<tr>
<td>Health</td>
<td>152,656</td>
<td>-</td>
<td>152,656</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>231,524</td>
<td>(25,677)</td>
<td>205,847</td>
</tr>
<tr>
<td>Conservation Futures Fund</td>
<td>1,521,225</td>
<td>-</td>
<td>1,521,225</td>
</tr>
<tr>
<td>Parks Special Revenue Fund</td>
<td>151,326</td>
<td>(1,600,755)</td>
<td>(1,449,429)</td>
</tr>
<tr>
<td>Equipment Rental &amp; Revolving Fund</td>
<td>54,500</td>
<td>(54,500)</td>
<td></td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>1,958,575</td>
<td>(1,680,932)</td>
<td>277,643</td>
</tr>
</tbody>
</table>

In addition, Exhibit B to the 2013-2014 Budget Ordinance entitled "Authorized Positions" should be amended to provide for the following FTE changes:

- Close 1 FTE Clerk III position in Health
- Close 1 FTE Medical Assistant position in Health.

ADOPTED this ___ day of ________________, 2014.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

Karen Parker

Civil Deputy Prosecutor

( ) Approved    ( ) Denied

Jack Louws, County Executive

Date: __________________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
## WHATCOM COUNTY

### Summary of the 2014 Supplemental Budget Ordinance No. 9

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased Expenditure (Decrease)</th>
<th>(Increased) Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund increase in Organized Crime Drug Enforcement Task Force overtime from grant proceeds.</td>
<td>6,077 (6,077)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund evidence storage improvements from vehicle auction proceeds.</td>
<td>3,600 (3,600)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund &quot;Street Survival Seminar&quot; from registration fees.</td>
<td>16,000 (16,000)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund morgue rent increase.</td>
<td>5,060</td>
<td>-</td>
<td>5,060</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund increase for bond payment budget.</td>
<td>48,131</td>
<td>-</td>
<td>48,131</td>
</tr>
<tr>
<td>Health</td>
<td>To fund State Street lease renewal.</td>
<td>152,656</td>
<td>-</td>
<td>152,656</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td></td>
<td>231,524 (25,677)</td>
<td>205,847</td>
<td></td>
</tr>
<tr>
<td>Conservation Futures Fund</td>
<td>To fund transfer of unrestricted fund balance to Parks Special Revenue Fund.</td>
<td>1,521,225</td>
<td>-</td>
<td>1,521,225</td>
</tr>
<tr>
<td>Parks Special Revenue Fund</td>
<td>To receive transfers from Parks Improvement and Conservation Futures Funds.</td>
<td>- (1,600,755)</td>
<td>(1,600,755)</td>
<td></td>
</tr>
<tr>
<td>Parks Special Revenue Fund</td>
<td>To fund transfers for vehicle acquisition and staffing costs of Lake Whatcom Reconveyance lands.</td>
<td>151,326</td>
<td>-</td>
<td>151,326</td>
</tr>
<tr>
<td><strong>Total Parks Special Revenue Fund</strong></td>
<td></td>
<td>151,326 (1,600,755)</td>
<td>(1,449,429)</td>
<td></td>
</tr>
<tr>
<td>Equipment Rental &amp; Revolving Fund</td>
<td>To fund additions to the fleet of Parks vehicles for Lake Whatcom Reconveyance lands.</td>
<td>54,500 (54,500)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>1,958,575 (1,680,932)</td>
<td>277,643</td>
<td></td>
</tr>
</tbody>
</table>
TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: March 21, 2014
SUBJECT: Supplemental Budget ID #1818
DTF OCDETF FY2014 Funding Increase #2

The attached supplemental budget requests budget authority for increase in funding from U.S. Department of Justice for Federal Organized Crime Drug Enforcement Task Forces (OCDETF) investigations.

Background and Purpose
The Sheriff's Office entered into an agreement with U.S. Department of Justice (DOJ) to participate in Organized Crime Drug Enforcement Task Forces (OCDETF) FY2014 investigations and prosecution of major drug trafficking organizations. Original agreement (WC Contract #201310016 executed October 2013) was for $5,000. Based on the level of participation of the Sheriff's Office, DOJ authorized a funding increase of $10,000 on 12/16/13 and an additional $2,000 on 03/05/14.

Budget authority of $2,000 is needed for the funding increase authorized 03/05/14. In addition, an adjustment of $4,077 is needed for OCDETF overtime worked in December 2013 but not paid until January 2014. This amount was originally calculated for 2013 but should have been for 2014 to correspond with payroll posted 01/04/14. A number of payroll corrections for December overtime were required due to holiday early payroll deadlines. Also, the first pay period for 2014 actually began December 22, 2013. Therefore, much of the overtime worked in December was paid in January and is reflected in 2014 expenses.

Funding Amount and Source
Funding of $6,077 will be provided by U.S. Department of Justice OCDETF State and Local Overtime Fund, CFDA No. 16.111.

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

Thank you.
**Supplemental Budget Request**

**Sheriff Operations**

- **Supp'ID #**: 1818
- **Fund**: 1
- **Cost Center**: 1003513007
- **Originator**: Dawn Pierce

**Expenditure Type**: One-Time

**Add'l FTE**

**Add'l Space**

**Priority**: 1

**Name of Request**: DTF OCDETF FY2014 Funding Increase #2

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>4342.1013</td>
<td>Reimb Drug Enforcement</td>
<td>($6,077)</td>
</tr>
<tr>
<td>6140</td>
<td>Overtime</td>
<td>$6,077</td>
</tr>
<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

1a. **Description of request:**

The Sheriff's Office entered into an agreement with U.S. Department of Justice (DOJ) to participate in Organized Crime Drug Enforcement Task Forces (OCDETF) FY2014 investigations and prosecution of major drug trafficking organizations. Original agreement (W.C. Contract #201310016) was for $5,000. Based on the level of participation of the Sheriff's Office, the DOJ authorized a funding increase of $10,000 on 12/16/13 and an additional $2,000 on 03/05/14.

1b. **Primary customers:**

Citizens of Whatcom County

2. **Problem to be solved:**

Budget authority of $2,000 is needed for the funding increase authorized 03/05/14. In addition, an adjustment of $4,077 is needed for OCDETF overtime worked in December 2013 but not paid until January 2014. This amount was originally calculated for 2013 but should have been for 2014 budget to correspond with payroll posted January 4, 2014.

3a. **Options / Advantages:**

3b. **Cost savings:**

Overtime reimbursement of $6,077.

4a. **Outcomes:**

Sheriff's Office Drug Task Force detective participation in federal OCDETF investigations.

4b. **Measures:**

Activity logs will be completed and monthly reports prepared.

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

N/A

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

N/A

6. **Funding Source:**

$6,077 from U.S. Department of Justice Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime Fund, CFDA No. 16.111.
Memorandum

TO: Jack Louws, County Executive

FROM: Sheriff Bill Elfo

DATE: March 21, 2014

SUBJECT: Supplemental Budget ID# 1823
2014 Evidence Storage Improvements

The attached Supplemental Budget requests budget authority to use proceeds from sale of vehicle to purchase equipment and supplies needed for evidence storage improvements.

Background and Purpose
It is essential that the Sheriff's Office maintain efficient storage and inventory of evidence. Purchase of equipment and supplies will improve storage space and maximize storage capacity in the evidence room located in the Whatcom County Sheriff's Office and at the evidence building located at the Central Shop complex on Smith Road.

The Sheriff’s Office purchased a 1994 Jeep Cherokee from ER&R in 2005 and sold the vehicle at auction in March 2014. Proceeds of $3,655 from the sale were deposited on March 12, 2014, Treasurer’s Receipt #277794. The Sheriff’s Office requests authority to use $3,600 of the proceeds to purchase equipment and supplies needed for evidence storage improvements.

Funding Amount and Source
Proceeds of $3,600 from the sale of vehicle owned by the Sheriff’s Office.

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

Thank you.
Supplemental Budget Request

**Status:** Pending

**Sheriff Administration**

<table>
<thead>
<tr>
<th>Supp ID #</th>
<th>Fund</th>
<th>Cost Center</th>
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<tbody>
<tr>
<td>1823</td>
<td>1</td>
<td>2911</td>
<td>Dawn Pierce</td>
</tr>
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</table>

**Expenditure Type:** One-Time  
**Year:** 2014  
**Add'l FTE:** No  
**Add'l Space:** No  
**Priority:** 1

**Name of Request:** 2014 Evidence Storage Improvements

---

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

![Signature]

**Date:** 3/24/14

---

**Costs:**

<table>
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<tr>
<td>6510</td>
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<td>8120</td>
<td>Other Fixed Assets</td>
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</tbody>
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---

1a. Description of request:

Purchase equipment and supplies needed to improve storage space and maximize evidence storage capacity. Supplies: stackable storage containers ($700). Equipment: commercial work tables ($800), flat shelf cart ($400), laundry carts ($800) desk/computer hutch ($400), stockpicker truck ($500).

1b. Primary customers:

Sheriff's Office

2. Problem to be solved:

Purchase of equipment and supplies will improve storage space and maximize storage capacity in the evidence room located in the Whatcom County Sheriff's Office and at the evidence building located at the Central Shop complex on Smith Road.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

Acquisition and installation of storage systems will be purchased.

4b. Measures:

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Proceeds from the sale of vehicle owned by the Sheriff's Office.

Friday, March 21, 2014
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: March 24, 2014
SUBJECT: Supplemental Budget ID# 1819
Street Survival Seminar 2014

The attached Supplemental Budget requests budget authority to use registration fees collected by the Sheriff's Office to help off-set the cost of Street Survival Seminar training.

Background and Purpose
The Whatcom County Sheriff's Office is hosting a two-day training course titled, "The Street Survival Seminar" in Bellingham, Washington for law enforcement officers. The Sheriff's Office entered into an agreement with Calibre Press, Inc. to conduct the seminar (W.C. Contract No. 201312021) and plans to rent meeting space at the Bellingham Technical College to provide adequate accommodations.

The seminar will address the realities and complexities of policing today for officers on the street. Topics include: The Fatal Four (the most common ways officer's lose their lives), Understanding Stress and the Survival Instincts, Roadway Risks and Responsibilities, Advanced Criminal Patrol Tactics, Pre-Attack Indicators, Street Interviews and Reading Deception, The Proverbial Box: expecting the unexpected, The 24/7 reality of living life as a police officer, and Confrontational Dynamics.

In addition to the 45 Sheriff's Office deputies attending, it is estimated that 80 law enforcement officers from other agencies will register for the course, and the Sheriff's Office is collecting registration fees to help off-set the cost. Additional funds required to provide this training will come from existing Sheriff's Office budget.

Funding Amount and Source
Registration fees of $16,000 will be collected.

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

Thank you.
1a. Description of request:

The Whatcom County Sheriff's Office is hosting a two-day training course titled, "The Street Survival Seminar" in Bellingham, Washington for law enforcement officers. The Sheriff's Office entered into an agreement with Calibre Press, Inc. to conduct the seminar (W.C. Contract No. 201312021) and plans to rent meeting space at the Bellingham Technical College to provide adequate accommodations. In addition to the 45 Sheriff's Office deputies attending, it is estimated that 80 law enforcement officers from other agencies will register for the course, and the Sheriff's Office is collecting registration fees to help offset the cost.

1b. Primary customers:

Law enforcement officers.

2. Problem to be solved:

The Sheriff's Office needs budget authority to incorporate the registration fees collected into the budget to help cover the cost of the training. Additional funds required to provide this training will come from existing Sheriff's Office budget.

3a. Options / Advantages:

The Sheriff's Office will host the training as contracted.

3b. Cost savings:

4a. Outcomes:

Training will be conducted April 22-23, 2014.

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:

Estimate of $16,000 in registration fees will be collected.
Supplemental Budget Request

Non-Departmental

Status: Pending

Supp# ID # 1814  Fund 1  Cost Center 4035  Originator: M Caldwell

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

Name of Request: Morgue Rent Increase

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

Name of Request: Morgue Rent Increase

Costs:

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>6870</td>
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</tr>
<tr>
<td>8301.348</td>
<td>Operating Transfer In</td>
<td>($5,060)</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Fund increase in 2014 morgue rent due to lease renegotiation.

1b. Primary customers:
Citizens of Whatcom County

2. Problem to be solved:
The County Morgue is located in a building at 1500 N. State Street owned by the Goldfogel Family Partnership. Rent will increase on May 1, 2014 and again on October 1, 2014. The current 2014 budget is inadequate to cover these increases.

3a. Options / Advantages:
Short term there are no other options available. The morgue is a unique facility that has specific environmental requirements. There is no other adequate facility available at the current time that the County could move the morgue operations to. The County, on a separate request, will investigate long-term options for other locations in the future.

3b. Cost savings:
None

4a. Outcomes:
Increased lease payments will be made when the new lease agreement is adopted and budget authority granted.

4b. Measures:
see above

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:
Transfer in from State Street Building Acquisition and Improvement Project Fund.

Monday, March 17, 2014

Rpt: Rpt Suppl Regular
Supplemental Budget Request

Non-Departmental

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

Name of Request: Increase Bond Pymt Budget

Department Head Signature (Required on Hard Copy Submission) Date

<table>
<thead>
<tr>
<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:
Increase Civic Center bond payment debt service account to amount needed for the 2014 payment.

1b. Primary customers:
Civic Center bond holders.

2. Problem to be solved:
The Administration sold the Civic Center building to the Road Fund near the end of 2013. There is a bond payment related to that building which will be paid off in 2018. The bond payment had been covered by rents charged to occupants of the Civic Center. With the sale of the building the payment was moved from Administrative Services Fund to the General Fund. The 2014 payment is for $226,338. A budget supplemental of $178,207 was adopted during the mid-biennium review to pay for most of the debt service. The remaining $48,131 of debt service was to be funded by a budget transfer from the morgue rent account to the debt service account in Non-departmental. It had been expected that the State Street building would be purchased by the County before 2013 year-end and that we would no longer need to make rent payments. The County did not purchase the building and the morgue rent budget cannot be used to fund the gap between the actual Civic Center debt service payment and the amount actually budgeted for that purpose.

3a. Options / Advantages:
Since the debt service payment is a legal requirement, the only options to be considered are where to fund the shortfall from? This could be funded from the General Fund balance but the better source is the State Street funding. The shortfall was caused by the fact that the County did not acquire the State Street building. Funding had been set aside from the sale of the Civic Center into the State Street Project Fund and is now available for other purposes.

3b. Cost savings:
None

4a. Outcomes:
Adequate budget authority for the debt service payment will be established once the supplemental is adopted.

4b. Measures:
N/A

5a. Other Departments/Agencies:
N/A

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

Monday, March 17, 2014

Rpt: Rpt Suppl Regular
Supplemental Budget Request

Health Administration

<table>
<thead>
<tr>
<th>Fund</th>
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<tbody>
<tr>
<td>1</td>
<td>600200</td>
<td>Terry Hinz</td>
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Expenditure Type: One-Time Year 2014 Add'l FTE | Add'l Space | Priority |
|---------------------------------------------|-------------|----------|

**Name of Request:** State Street Lease Renewal

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

**Date:** 3.31.14

**Costs:**

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

1a. **Description of request:**
Rent cost for State Street building May through December 2014.

1b. **Primary customers:**
Immunization, TB, adult health, disease investigation, WIC program customers.

2. **Problem to be solved:**
The Health Department had planned to move out of the State Street building in 2013 but that move has been delayed due to circumstances not foreseen when the 2013-14 budget was prepared.

3a. **Options / Advantages:**
At this time there is no other location for Health Department staff and programs.

3b. **Cost savings:**
NA

4a. **Outcomes:**
Health Department programs will continue to deliver service to the public.

4b. **Measures:**
NA

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

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

6. **Funding Source:**
State Street Building Acquisition and Improvement Fund
### 2014 GENERAL FUND SHORTFALLS

#### NON-DEPARTMENTAL

<table>
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<th>Proposed Cost</th>
<th>Shortfall</th>
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<td>plus lab services</td>
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\[ \text{Budget TRF} \]

<table>
<thead>
<tr>
<th>Service</th>
<th>Current Budget</th>
<th>Proposed Cost</th>
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<td>Morgue</td>
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<td>Bond Payment</td>
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\[ \text{Suppl \#1814, Suppl \#1816} \]

2014 Non-Departmental Shortfall \( $ (90,182) \)

#### HEALTH

<table>
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<tr>
<th>Service</th>
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<td>$54,844</td>
<td>( )</td>
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\[ \text{Suppl \#1817} \]

2014 Health Dept Shortfall \( $ (152,656) \)

TOTAL \( $ (242,838) \)
Memorandum

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
DATE: March 7, 2013
RE: Health Department Budget Adjustment

Attached is an adjusted 2013-2014 Expenditure Plan for the Health Department to account for the elimination of Closure Days as requested in your February 4, 2013 memo. I propose to accommodate the increase in wages within my existing budget limits by eliminating 3 FTE’s: 1 vacant Public Health Nurse position as of 1/1/13 and two currently filled positions, a Medical Assistant and a Clerk 3 beginning in the second quarter of 2014. Additionally, some reductions in contractual services are proposed to bring the total reduction in expenditures to the required $278,491 for the biennium.

These reductions do not come easily. As you are aware, the Health Department has lost approximately 18 FTE’s since 2008 as a result of revenue declines and reductions in General Fund support. We have worked harder in some areas, reduced services in others and where possible we have transitioned services out into the community. At this juncture, we have limited options for additional reductions. We may also face significant reductions in federal and state funding as a result of sequestration and the outcome of state budget deliberation. I am very concerned that the cumulative effects of these cuts over the past 4 years threatens our ability to prepare for and respond to emergencies and to provide the basic public health services that people count on.

Below is a summary of the program reductions proposed and the impact on services provided to the community.

Reduced services in Parent/Child Health Program: Elimination of 1 Public Health Nurse position

In keeping with the goals of our Community Health Improvement Plan, we have been reframing our services for children and families to focus on vulnerable...
families with higher risk of poor health due to socioeconomic factors such as poverty, racial/ethnic minority status, and geographic isolation. Phase 1 of our plan was to launch our Nurse Family Partnership (NFP) program focusing on low income first time mothers with behavioral health issues. NFP was successfully launched this year as a result of a creative blending of funds and a partnership with Skagit County Health Department. The need for the service is so great that we must prioritize families and serve only those in the very highest risk categories.

Phase 2 of the program redesign was to begin a place-based program to assist families in an underserved geographic area. We were planning to station the Public Health Nurse position in the East County (Deming/Kendall area) to be a resource for East County children and families. This position would enable the department to assess community health needs, to convene the community around health issues and to work with community partners to ensure needs are met. This is the position that we now propose to eliminate. As you are aware, the risks for poor health outcomes for the approximately 2,000 school-age children and their families are high in the East County due to high rates of poverty, high school dropout rates, and high rates of substance abuse. With the elimination of this position this service will be unavailable to East County families. We cannot provide the service without the Public Health Nurse position.

Discontinue Latent Tb Treatment and Immunization Clinic Services: Elimination of 1 Medical Assistant position and 1 Clerk 3 position.

As you are aware, during the last 2 years, we have been working with community partners to transition many of the clinical services we traditionally provided to the medical community. We have significantly reduced the number of immunizations given at the health department and have also reduced the number of Tb skin tests performed enabling some reduction in staffing. This proposal will complete the transition of clinical services to community providers.

Currently we evaluate and treat all active Tb cases as well as most latent Tb cases. Active Tb cases present a public health risk. Case investigation, treatment and follow up by the Health Department is necessary to protect public health. Conversely, patients with latent Tb do not present an imminent public health risk and many present a low risk of ever developing active disease. Treatment of latent Tb carries some risk to the patient yet is usually straight forward and can be accomplished by primary care providers in consultation with public health. Many local health jurisdictions in Washington State and in the country have successfully transitioned this clinical service to the provider community.

We propose to work with providers over the next year to ensure a smooth transition of services in our community. We will continue to provide case investigation and treatment for active Tb cases and treatment for latent Tb cases
that have a high risk of developing active disease. Staff will act as an informational resource for physicians and consult on cases with complicating medical conditions or intolerance to the medications. We will also work with the community to establish a targeted Tb testing program to better identify active cases and those at risk for developing active disease.

We also propose to discontinue immunization clinic services. At this point we provide very few immunizations and capacity exists within the medical community to provide these to the clients we currently serve. Staff will redirect their efforts to work with the medical community to increase immunization rates in children and to ensure that providers understand and follow current immunization and vaccine recommendations.

Transition of clinical services and efficiencies in state vaccine tracking will allow us to eliminate a Medical Assistant position and a Clerk 3 position. The duties performed by the Medical Assistant will no longer be necessary once the transition is completed and there will be a reduction in data entry and in the need for clerical reception in the clinic area. Combining State Street and Girard Street staff in 2014 should also result in a reduced need for clerical staffing.

**Reductions in Contractual Services**

We also propose minor reductions in expenditures for contractual services in the Veterans Fund, the Homeless Housing Fund and in the Behavioral Health Fund. These reductions should have minimal impact on services provided.

I look forward to discussing the impact of these reductions on departmental services and on the community. Please contact me with any questions or concerns.
Health Department Budget Adjustment 2013/2014

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<td><strong>Total</strong></td>
<td>89,144</td>
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Required Cut 264,950
Over (Under) 732

Savings Required

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<th></th>
<th>Yr 2013</th>
<th>Yr 2014</th>
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<td>Beh Health 124100</td>
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<td>145,253</td>
<td>278,491</td>
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- closed in 2013/VACANT
- Term. 3/28/14
- VACANT position
Supplemental Budget Request

Non-Departmental

Supplemental ID # 1526  Fund 175  Cost Center 17530  Originator: County Council

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

Name of Request: Trf Unrestricted CFF to Parks Special Rev Fund

Department Head Signature (Required on Hard Copy Submission)  Date

X

3.31.14

Costs:

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<tr>
<th>Object</th>
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<tr>
<td>Request Total</td>
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<td>$0</td>
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</tbody>
</table>

1a. Description of request:
Transfer unrestricted Conservation Futures Funds to new Parks Special Revenue Fund.

1b. Primary customers:
Users of new Lake Whatcom Reconveyance Park Lands and other parks.

2. Problem to be solved:
This supplemental is in response to a motion adopted by the County Council on March 11, 2014. The motion instructed the Administration to transfer approximately $1.5 million of unrestricted funds from the Conservation Futures Fund into a parks improvement fund to establish a fund for the future maintenance of park properties.

3a. Options / Advantages:
Fulfills Council requirements.

3b. Cost savings:
NA

4a. Outcomes:
Upon adoption of the supplemental ordinance the funds will be moved to a new fund set up to account for restricted, committed, and otherwise assigned funds for future maintenance of park properties.

4b. Measures:
$1,521,225 will be moved from CFF to the new Parks Special Revenue Fund.

5a. Other Departments/Agencies:
Finance will execute the funds transfer.

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

6. Funding Source:
Unrestricted Conservation Futures Fund Balance.
COMMITTEE REPORTS

Presentation of a WRIA 1 Watershed Planning Unit funding proposal (AB2014-118)
From Natural Resources Committee: Council acting as the Whatcom County Flood Control Zone District Board of Supervisors. Motion carried 7-0 to request that the administration prepare a budget resolution to approve an additional $20,000 from the flood fund to continue Planning Unit efforts for at least six months, finalize the work plan, and develop an operating process within the group to make decisions more quickly.

Presentation regarding Lake Whatcom Reconveyance financing options (AB2014-103)
From Finance and Administrative Services Committee: Motion carried 5-2, Brenner and Mann opposed, to request the administration bring forward an ordinance to replace the $1.5 million from the conservation futures fund into the parks improvement fund to establish a fund for the future maintenance of park properties.

Discussion of WRIA Joint Board concerns (AB2014-120)
From Public Works, Health, and Safety Committee: Motion carried 7-0 to make a recommendation to the Planning Unit to use a system of majority rule and to allow the Planning Unit to produce a minority report in addition to the majority position.

INTRODUCTION ITEMS

1. Ordinance amending the Whatcom County Code regarding lot clustering standards in the Rural (R) District (AB2014-113)
   Introduced 7-0 (proposed schedule – March 25 Council)

2. Ordinance amending the 2014 Whatcom County Budget, eighth request, in the amount of $9,053,575 (AB2014-114)
   Introduced 7-0 (proposed schedule – March 25 Finance and Administrative Services Committee and Council)

3. Resolution amending the Whatcom County Flood Control Zone District 2014 budget, second request, in the amount of $42,700 (AB2014-115) (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
   Introduced 7-0 (proposed schedule - March 25 Finance and Administrative Services Committee and Council)

4. Resolution regarding an application for a Community Development Block Grant Public Services Grant (AB2014-116)
   Substitute Introduced 7-0 (proposed schedule – March 25 public hearing)

5. Ordinance amending the Whatcom County Unified Fee Schedule Ordinance 2012-043 to accommodate changes to the Aquatic Invasive Species WCC 2.27A (AB2014-117)
   Introduced 7-0 (proposed schedule – March 25 public hearing)

6. Ordinance allowing, on an interim basis, marijuana production, processing and retailing as authorized by Washington State Initiative 502 and medical marijuana facilities as authorized under Chapter 69.51A RCW (AB2014-074B)
   Substitute amended and introduced 7-0 (proposed schedule to be announced)

7. Ordinance establishing charges/fees for providing advanced life support (ALS) ambulance transport services in Whatcom County (AB2014-121)
   Introduced 7-0

OTHER BUSINESS

Motion carried 6-0-1, Crawford abstaining, to request the County Executive to direct staff to explore the purchase of park property in Birch Bay for the creation of a park and community center that would include evaluating a package of funding options and possibly even in the short term appraisal of properties that are up there and available, and to specify that the Executive move as soon as possible to appropriate up to $9,000 for an appraisal to tie up a specific piece of property.

REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS

ADJOURN
The next regular Council meeting is scheduled for 7:00 p.m. Tuesday, March 25, 2014 in the Council Chambers, 311 Grand Avenue, Bellingham
Supplemental Budget Request

Non-Departmental

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

Name of Request: Revenues transferred into Parks Special Rev Fund

Department Head Signature (Required on Hard Copy Submission) Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td></td>
<td>$1,600,755</td>
</tr>
<tr>
<td>8301.175</td>
<td>Operating Transfer In</td>
<td></td>
<td>($1,521,225)</td>
</tr>
<tr>
<td>8301.330</td>
<td>Operating Transfer In</td>
<td></td>
<td>($79,530)</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Receipt of funds from various sources previously held in Parks Improvement Capital Projects Fund (330) (see attached Exhibit A] and unrestricted Conservation Futures Fund balance.

1b. Primary customers:
NA

2. Problem to be solved:
The Parks Improvement Fund (330) has been a holding tank for funding received by Parks for from various sources and for various purposes. The revenue sources for these funds include donations, park easement payments, investment interest, etc. Fund 330 is a capital projects fund and according to generally accepted accounting principles is not the appropriate type of fund to track restricted, committed or otherwise designated (assigned) revenues. With the establishment of the Parks Special Revenue Fund, $79,530 of these type of funds will be transferred out of the capital projects fund and into the special revenue fund. The remaining balance of about $86,000 will remain in the Parks Improvement Capital Projects Fund to be used for South Fork Park capital projects.

In addition, by motion adopted March 11, 2014, the County Council instructed the Administration to bring forward an ordinance to transfer $1,521,225 of unrestricted Conservation Futures Fund Balance to establish a fund for future maintenance of park properties.

3a. Options / Advantages:
The other option is to leave the funds where they are; however, that option does not comply with generally accepted accounting principles in the case of the Parks Improvements funds and does not comply with Council requirements in the case of the unrestrict Conservation Futures Fund.

3b. Cost savings:
NA

4a. Outcomes:
Funds will be transferred and tracked separately in the new fund as soon as possible after budget adoption.

4b. Measures:
Physical transfer of funds from Fund 330 (Parks Improvement) and Fund 175 (Conservation Futures Fund) to new special revenue fund.

5a. Other Departments/Agencies:
Parks will still be responsible for tracking and accounting for all restricted, committed, and assigned funds.

Thursday, March 27, 2014
in the special revenue fund.

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

Michael McFarlane, Parks Director will be responsible to ensure funds placed in the new fund are properly accounted for.

6. **Funding Source:**

Funds transferred in from Parks Improvement Capital Project Fund and unrestricted Conservation Futures Fund Balance.
<table>
<thead>
<tr>
<th>PARKS</th>
<th>UNRESTRICTED FUNDS</th>
<th>RESTRICTED FUNDS</th>
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<tbody>
<tr>
<td>Investments Interest</td>
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<td>9,287.90</td>
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<tr>
<td>Bicycle Improvements</td>
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<td>General Parks</td>
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<td>Lighthouse Marine Park</td>
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<td>2,671.44</td>
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<tr>
<td>Bay to Baker Trail</td>
<td></td>
<td>9,633.66</td>
<td></td>
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<tr>
<td>Hovander Homestead Park</td>
<td></td>
<td>500.00</td>
<td></td>
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<tr>
<td>Lake Whatcom Park</td>
<td></td>
<td>1,080.00</td>
<td></td>
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<tr>
<td>Semiahmoo Park</td>
<td></td>
<td>4,074.99</td>
<td></td>
</tr>
<tr>
<td>Check in Safe - Trails</td>
<td></td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>TOTALS</td>
<td>$ 49,035.10</td>
<td>$ 30,494.91</td>
<td>$ 79,530.01</td>
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</tbody>
</table>

**PARK IMPROVEMENT**

South Fork Park                      | 85,918.54          |
Supplemental Budget Request

Non-Departmental

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator: M Caldwell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supp'l ID # 1828</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Name of Request: Trf to support Lake Whatcom Reconveyance Park cost

Department Head Signature (Required on Hard Copy Submission) Date 3.31.14

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>($151,326)</td>
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<tr>
<td>8351</td>
<td>Operating Transfer Out</td>
<td>$96,826</td>
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<tr>
<td>9201.501</td>
<td>Residual Equity Trans-Out</td>
<td>$54,500</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Funding will primarily support start-up costs for maintaining Lake Whatcom Reconveyance lands. Up to $96,826 will be available to reimburse the General Fund for hiring one FTE park ranger, related tools, supplies, and pay for monthly Equipment Rental & Revolving (ER&R) rates for vehicles. Up to $54,500 will be available to reimburse the ER&R Fund for purchase of a utility vehicle (ATV) and a pickup truck. The park ranger will also be available as a resource to other park properties, especially Lake Whatcom Park and Lookout Mountain Preserve which are the major gateways into the Reconveyance lands.

1b. Primary customers:
Users of the Lake Whatcom Reconveyance park lands and other parks.

2. Problem to be solved:
Council passed a motion on March 11, 2014 to put approximately $1.5 million of unrestricted Conservation Futures Funds into a special revenue fund for Parks. The funds are to be used to pay for maintenance of the new Lake Whatcom Reconveyance park lands as well as projects and operations on other park properties as directed by Council. This request authorizes the funding out of the special revenue fund to reimburse the General Fund for the expenses described above.

3a. Options / Advantages:
This option was specified by the County Council in a motion adopted March 11, 2014.

3b. Cost savings:
Every dollar of costs reimbursed by the special revenue fund will save General Fund dollars.

4a. Outcomes:
Lake Whatcom Reconveyance lands and other park properties as designated will be maintained with funding from a source outside the General Fund.

4b. Measures:
NA

5a. Other Departments/Agencies:
Parks will be responsible for tracking and billing costs associated with this request.

5b. Name the person in charge of implementation and what they are responsible for:
Michael McFarlane, Parks Director will be responsible for accounting for all activities funded by this request.

6. Funding Source:
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Supp'ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator: M Caldwell</th>
</tr>
</thead>
<tbody>
<tr>
<td>1828</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Special Revenue Fund monies that were transferred from unrestricted Conservation Futures funds for this purpose.
Supplemental Budget Request

Public Works

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

Name of Request: Vehicles for Lake Whatcom Reconveyance properties

Department Head Signature: 3-31-14

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
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<tbody>
<tr>
<td>7410</td>
<td>Equipment-Capital Outlay</td>
<td>$54,500</td>
</tr>
<tr>
<td>9101</td>
<td>Res Equity Trans In - Inf</td>
<td>($54,500)</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Purchase maintenance vehicles primarily for Lake Whatcom Reconveyance lands including a utility vehicle (ATV) (approximately $12,500) and a pickup (approximately $42,000).

1b. Primary customers:
Beneficiaries will be users of Lake Whatcom Reconveyance lands.

2. Problem to be solved:
Parks will need additional vehicles to aid in maintaining the extensive amount of property involved in the acquisition of the Lake Whatcom Reconveyance.

3a. Options / Advantages:
The choice is to use existing vehicles; however an additional park ranger will be hired in connection with this property acquisition and sharing of existing vehicles is not a practical option.

3b. Cost savings:
None

4a. Outcomes:
Vehicles will be ordered and purchased as soon as possible.

4b. Measures:
Vehicles will be put in service.

5a. Other Departments/Agencies:
Parks will be the recipient and user of these vehicles.

5b. Name the person in charge of implementation and what they are responsible for:
Michael McFarlane, Parks Director will be responsible for the vehicles.

6. Funding Source:
Transfer in from Parks Special Revenue Fund.
## 2011-2012 Budget Preparation - Cost Maintenance Request

**Parks & Recreation**

<table>
<thead>
<tr>
<th>ASR #</th>
<th>2011-4608</th>
<th>Fund</th>
<th>1</th>
<th>Cost Center</th>
<th>6003</th>
<th>Originator: Michael McFarlane</th>
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### Expenditure Type: One-Time

#### Name of Request: Reconveyance Project Equipment

*Description:* One-time purchase of ATV for Reconveyance Project. See ASR 2011-4807 for ongoing costs. Funded by transfer in from Parks Improvement Fund.

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>2011 Amount</th>
<th>2012 Amount</th>
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<td>7410</td>
<td>Equipment-Capital Outlay</td>
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<td>8301,330</td>
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**Request Total**

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<tr>
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*Wednesday, September 22, 2010*
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<th>ACCOUNT #</th>
<th>BUDGET AMOUNT</th>
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<tr>
<td>7110</td>
<td>450.00</td>
<td>Minor remodeling projects throughout the parks.</td>
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<td>7190</td>
<td>15,400.00</td>
<td>Registration/Tuition Registration for certification training</td>
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<tr>
<td>7210</td>
<td>275.00</td>
<td>Intergov Prof SVCs Hot water tank/boiler inspections</td>
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<tr>
<td>7230</td>
<td>2,000.00</td>
<td>Taxes &amp; Assess Reimburse Wash. Dept. of Revenue for sales tax collected All but $2,000 of budget authority removed in 2004 budget due to change in accounting for sales tax collected in 1999. mdc 9/27/03</td>
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<td>7230.01</td>
<td>1,000.00</td>
<td>Taxes &amp; Assess-Leasehold Tx Reimburse Wash. Dept. of Revenue for leasehold excise tax collected All but $1,000 of budget authority removed in 2004 budget due to change in accounting for sales tax collected in 1999. mdc 9/27/03</td>
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<td>7380</td>
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<td>Other Improvements</td>
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<tr>
<td>7410</td>
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<td>Equipment-Capital Outlays 2011-4808* Reconveyance Project Equipment 14,000.00</td>
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<tr>
<td>8301.175</td>
<td>129,040.00CR</td>
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<td>8301.330</td>
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<td>2,130,679.00</td>
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<td>1,373,035.00</td>
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WHATCOM COUNTY COUNCIL AGENDA BILL

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<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<tr>
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<td>3/27/14</td>
<td></td>
<td>04/08/14</td>
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<td>Finance Comm.; Board of Supervisors</td>
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<td>Dept. Head:</td>
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<td></td>
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<tr>
<td>Prosecutor:</td>
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<td>3/27/14</td>
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<tr>
<td>Purchasing/Budget:</td>
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<td>3/27/14</td>
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<tr>
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<td>3/28/14</td>
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</table>

TITLE OF DOCUMENT: Flood Control Zone District 2014 Supplemental Budget Request #3

ATTACHMENTS: Resolution, Memoranda and Budget Modification Requests

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

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

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

1. To appropriate $600,000 to fund Swift Creek bank stabilization.
2. To appropriate $20,000 to fund WRIA 1 Planning Unit facilitation.
3. To appropriate $27,500 to fund additional Aquatic Invasive Species Program costs.

COMMITTEE ACTION:          BOARD OF SUPERVISORS ACTION:  
4/08/2014: Introduced

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
RESOLUTION NO._______
(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

AMENDMENT NO. 3 OF THE 2014 BUDGET

WHEREAS, the 2014 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 26, 2013; and,

WHEREAS, changing circumstances require modifications to the approved 2014 budget; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors that the 2014 budget as approved in Resolution 2013-049 is hereby amended by adding the following additional amounts to the budgets included therein:

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Control Zone District</td>
<td>647,500</td>
<td>-</td>
<td>647,500</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of ________________________, 2014

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk
Carl Weimer, Chair of the Board of Supervisors

APPROVED AS TO FORM:

[Signature]

Civil Deputy Prosecutor
<table>
<thead>
<tr>
<th>Flood Control Zone District and Subzones Supplemental #3</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Fund Balance</th>
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<td>-</td>
<td>600,000</td>
</tr>
<tr>
<td>Flood Control Zone District</td>
<td>20,000</td>
<td>-</td>
<td>20,000</td>
</tr>
<tr>
<td>Flood Control Zone District</td>
<td>27,500</td>
<td>-</td>
<td>27,500</td>
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<tr>
<td><strong>Total Supplemental</strong></td>
<td><strong>647,500</strong></td>
<td>-</td>
<td><strong>647,500</strong></td>
</tr>
</tbody>
</table>
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

FROM: Paula J. Cooper, P.E., River and Flood Manager

RE: 2014 Supplemental Budget Request – Swift Creek Bank Stabilization

DATE: March 24, 2014

Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1824).

Background and Purpose
This supplemental budget request authorizes $600,000 of expenditures for design, permitting and construction of approximately 3000 feet of riprap bank protection along Swift Creek. Without this work, there is a high likelihood of failure of one of the levees adjacent to the creek and flooding of public and private infrastructure.

Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
MEMORANDUM

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

THROUGH: Frank M. Abart, Director

FROM: Paula J. Cooper, P.E., River and Flood Manager

RE: 2014 Supplemental Budget Request – Swift Creek Bank Stabilization

DATE: March 24, 2014

- Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1824).

- Background and Purpose
This supplemental budget request authorizes $600,000 of expenditures for design, permitting and construction of approximately 3000 feet of riprap bank protection along Swift Creek. Without this work, there is a high likelihood of failure of one of the levees adjacent to the creek and flooding of public and private infrastructure.

- Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding this request.
1a. Description of request:
Over the years, material excavated from the Swift Creek channel has been stockpiled adjacent to the creek, acting as levees to keep Swift Creek from flowing outside of its channel. This past year, the creek has eroded the bank/levee along approximately 3000 feet; along this length the levees are narrow with a vertical unstable face and subject to additional erosion and potential failure. In addition, the creek bed is elevated above the adjacent properties, which may result in an avulsion if the levee were to fail.

The proposed project includes the construction of approximately 3000 feet of riprap revetment along the portion of the bank/levee that is actively eroding, and excavation of some areas of the channel to generate material to rebuild the full levee width, raise a lower section of the levee and provide some limited storage for sediments being deposited in the channel.

1b. Primary customers:
General public and community near Swift Creek

2. Problem to be solved:
If a project is not undertaken this construction season, it is likely that Swift Creek will continue to erode the narrow levee sections and eventually fail. This would result in asbestos-laden sediment being deposited in areas not already contaminated with Swift Creek sediment, and likely affect County roadways and private properties.

3a. Options / Advantages:
The only option to address the current situation is to do nothing. This would result in spreading of asbestos-laden sediment and flooding of roads and private infrastructure, and a potential avulsion where the entire Swift Creek flow is outside of the current channel.

3b. Cost savings:
N/A

4a. Outcomes:
The project will be constructed this summer/fall.

4b. Measures:
The project will be constructed and Swift Creek will be contained within the current channel alignment.

5a. Other Departments/Agencies:
This project will impact the Road Department by reducing the potential for Swift Creek flooding of County roadways. It will also reduce the likelihood of failure of the north levee and resulting contamination of Breckinridge Creek.
5b. Name the person in charge of implementation and what they are responsible for:
   N/A

6. Funding Source:
   Flood Control Zone District fund balance
MEMORANDUM

To: Honorable Members of the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors

Through: Frank M. Abart, Director

From: Gary S. Stoyka, Natural Resources Manager

Date: March 14, 2014

Re: 2014 Supplemental Budget Request – WRIA 1 Planning Unit Facilitation Services

Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1812)

Background and Purpose
This supplemental budget request authorizes $20,000 in additional expenditures for contracted professional facilitation services to facilitate up to six meetings of the WRIA 1 Planning Unit. After an approximately four year hiatus, the WRIA 1 Planning Unit reconvened in late 2013 for the primary purpose of developing a 2014 work plan and budget/financing plan. A total of six Planning Unit meetings were held between September 2013 and February 2014. The County, on behalf of the WRIA 1 Joint Board, hired a professional facilitator to facilitate these meetings. The Planning Unit did not complete a work plan/budget before funding for the facilitator was exhausted. The Planning Unit recently requested an additional $20,000 from the County Council to fund six additional Planning Unit meetings so that the Planning Unit can complete the work plan and budget for submittal to the County Council and/or WRIA 1 Joint Board. On March 11, 2014, the County Council, acting as the Flood Control Zone District Board of Supervisors, requested that County staff present a supplemental budget request from the Flood Control Zone District Budget to fulfill this request.

Funding Amount and Source
Funding is from the Flood Control Zone District fund (Fund 169) balance.

Please contact Gary Stoyka at extension 50618 if you have any questions regarding this information.
1a. Description of request:
The WRIA 1 Planning Unit is a caucus-based planning body established under RCW 90.82 and formed by the WRIA 1 Joint Board (Whatcom County, Whatcom PUD #1, City of Bellingham, Lummi Nation, and Nooksack Indian Tribe) by adoption of the Watershed Management Project Process Planning and Procedural Agreement, dated December 22, 1999. The primary task of the Planning Unit is developing and updating the Watershed Management Plan. After an approximately four year hiatus, the Planning Unit reconvened in late 2013, using funding provided by the Joint Board, to develop a 2014 work plan and associated budget/financing plan. The Joint Board funding was exhausted in early 2014. On March 11, 2014, the Whatcom County Council, acting as the Flood Control Zone District Board of Supervisors, requested that $20,000 in funding from the Flood Control Zone District fund be provided to facilitate up to six additional meetings of the Planning Unit to complete development of the work plan and proposed budget/financing plan for submittal to the Whatcom County Council and/or the WRIA 1 Joint Board.

1b. Primary customers:
WRIA 1 Planning Unit and citizens of Whatcom County

2. Problem to be solved:
The Planning Unit is a very diverse caucus-based group and has historically used a contracted professional facilitator. Since Planning Unit decisions are made by consensus, the use of a facilitator greatly increases likelihood that the Planning Unit will be successful. Joint Board funding for the facilitator was exhausted in early 2014 prior to the completion of a work plan and budget. Additional funding is needed to continue facilitated Planning Unit meetings which are needed to complete the work plan and budget.

3a. Options / Advantages:
Other options considered include:

1) Not using a professional facilitator. This would not lead to productive output from the Planning Unit. If the Planning Unit changes into a more traditional advisory committee, as contemplated in Resolution 2013-025, this option may become more feasible.

2) Conducting facilitation using in-house staff. Public Works currently does not have capacity or expertise to conduct this work. Furthermore, this may not be feasible since the County also sits as a voting member on the Planning Unit and that dual role may be perceived as a conflict of interest.

Using a professional facilitator will increase the likelihood that the Planning Unit will be successful in producing its main deliverables: a work plan and budget and a report on caucus representation.
Supplemental Budget Request

Status: Pending

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Natural Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Suppl ID #</strong> 1812</td>
<td><strong>Fund</strong> 169</td>
</tr>
</tbody>
</table>

3b. Cost savings:
N/A

4a. Outcomes:
The ideal outcome of this request would be:

1) a Planning Unit work plan and budget

2) a report to the County Council on caucus representation on the Planning Unit.

3) a clear understanding of the Planning Unit's future role

4b. Measures:
The delivery of a work plan and budget and a report on caucus representation on the Planning Unit to the County Council and clear guidance from the County Council as to the future role of the Planning Unit.

5a. Other Departments/Agencies:
A representative from the Planning & Development Services Department typically attends Planning Unit meetings. The Planning Unit also will periodically report progress to the County Council and the Joint Board.

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

6. Funding Source:
The Flood Control Zone District fund (Fund 169) as authorized under RCW 39.34.190.
MEMORANDUM

To: Honorable Members of the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors

Through: Frank M. Abart, Director

From: Gary S. Stoyka, Natural Resources Manager

Date: February 14, 2014

Re: 2014 Supplemental Budget Request – Aquatic Invasive Species (AIS) Program

Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1801)

Background and Purpose
This supplemental budget request authorizes $27,500 in additional expenditures for cost-sharing funding for the cooperative AIS Program being implemented by the City of Bellingham and Whatcom County with funding support from the Lake Whatcom Water & Sewer District. The costs for the AIS program include inspector’s and AIS coordinator’s labor costs, early warning detection monitoring, education and outreach materials, risk assessment analysis of other county lakes, equipment and supplies, development of an online AIS awareness course, and administrative costs. The estimated cost of the County’s portion of the AIS Program is $97,500. On November 26, 2013, the FCZD authorized $70,000 in funding for the AIS Program for 2014 under Budget Code 169120. The County Council is in the process of amending the AIS ordinance (WCC 2.27A) which will expand the program to include non-motorized boats and to conduct a risk assessment of other county lakes. The current budget was developed before the full cost of the expanded 2014 AIS program could be estimated. This supplemental budget request provides the remaining amount of funding for the County’s portion of the 2014 AIS program.

Funding Amount and Source
Funding is from the Flood Control Zone District fund balance.

Please contact Gary Stoyka at extension 50618 if you have any questions regarding this information.
Supplemental Budget Request

Status: Pending

Public Works

<table>
<thead>
<tr>
<th>Supp'T ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
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<tr>
<td>1801</td>
<td>169</td>
<td>169120</td>
<td>Gary Stoyka</td>
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Expenditure Type: One-Time Year 2 2014 Add'l FTE □ Add'l Space □ Priority 1

Name of Request: 2014 AIS Program Operations

Department Head Signature (Required on Hard Copy Submission) Date

X

3/14/2014

Costs:

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<th>Object</th>
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<td>7210</td>
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<td>$27,500</td>
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<tr>
<td>Request Total</td>
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1a. Description of request:

Whatcom County has partnered with the City of Bellingham and the Lake Whatcom Water & Sewer District to implement an Aquatic Invasive Species Program (AIS) on Lake Whatcom and Lake Samish. The City of Bellingham operates the inspection program on these two lakes on behalf of all three partners. Bellingham provides inspectors, an AIS coordinator, education & outreach materials, inspection and decontamination equipment and supplies, and water quality testing services under an interlocal agreement with the County. The money provided in this supplemental budget request is to compensate the City of Bellingham for Whatcom County's portion of the cost to implement the program for the 2014 boating season.

1b. Primary customers:

Boaters that use Lake Whatcom and Lake Samish.

2. Problem to be solved:

The total cost of the 2014 AIS program was not known when the 2014 budget was established a budget of $70,000 in November 2013. The County Council has changed the County ordinance (WCC 2.27A) to expand the program in 2014 to include non-motorized boats, to conduct more inspections in south Lake Whatcom and Lake Samish, and to conduct assessments of other Whatcom County lakes. The Council wants to keep existing permit fees the same as 2013 while also introducing a permit fee discount program associated with an AIS awareness course. The City of Bellingham just recently determined the budget for this expanded program for the 2014 budget season. Whatcom County's portion is $97,500. This supplemental budget request provides remaining $27,500 of Whatcom County's portion of the program funding.

3a. Options / Advantages:

The County Council has changed the County ordinance (WCC 2.27A) to expand the program in 2014 to include non-motorized boats, to conduct more inspections in south Lake Whatcom and Lake Samish, and to conduct assessments of other Whatcom County lakes. The Council wants to keep existing permit fees the same as 2013 while also introducing a permit fee discount program associated with an AIS awareness course. Whatcom County is relying on the City of Bellingham to implement the boat inspection program for 2014. County staff have worked with the City to keep cost increases associated with this program expansion to a minimum. The Council could decide not to fund these activities in 2014 or the council could decide to increase permit fees to cover this difference.

3b. Cost savings:

This is the only option that allows a coordinated response to the threat of AIS to Lake Whatcom and other county lakes. The costs of not implementing the expanded AIS program could be the introduction of zebra and/or quagga mussels into Lake Whatcom that could result in expenses to water suppliers, the loss of recreational opportunities, and losses in property values.

Friday, February 14, 2014
4a. Outcomes:
This supplemental budget request will allow the County to implement the expanded AIS program, as described in the revised AIS ordinance, for the 2014 boating season.

4b. Measures:
The AIS inspection program will be implemented on Lakes Whatcom and Samish during 2014 including the inspection and permitting of motorized and non-motorized boats and providing incentives for lake users to take an on-line AIS awareness course. A year-end report will be prepared which quantifies the number of inspections performed, permits issued, outreach conducted, and decontaminations conducted.

5a. Other Departments/Agencies:
The work provided in this supplemental request will be performed by the City of Bellingham under a joint program operated with the County with financial support from the Lake Whatcom Water & Sewer District. The City of Bellingham will have the necessary funding to implement the program.

5b. Name the person in charge of implementation and what they are responsible for:
Teagan Ward is the AIS Program coordinator for the City of Bellingham. She is responsible for implementation of the inspection and assessment program.

6. Funding Source:
The Flood Control Zone District fund (Fund 169).
Whatcom County Council Agenda Bill

Clearances

<table>
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<tr>
<th>Originator: K. Olson</th>
<th>Initial: KWC</th>
<th>Date: 4/9/14</th>
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</thead>
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<tr>
<td>Division Head: K. Christensen</td>
<td>Initial: KWC</td>
<td>Date: 4/9/14</td>
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<tr>
<td>Dept. Head: F. Abart</td>
<td>Initial: FAB</td>
<td>Date: 4/10/14</td>
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<tr>
<td>Prosecutor: D. Gibson</td>
<td>Initial: DGI</td>
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<td>Purchasing/Budget: B. Bennett</td>
<td>Initial: BBN</td>
<td>Date: 4/8/14</td>
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<td>Executive: J. Louws</td>
<td>Initial: JLO</td>
<td>Date: 4/7/14</td>
<td>Date Received in Council Office: 4/7/14</td>
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Title of Document:

Design Assistance for Harborview Road Drainage Improvements

Attachments:
1. Memo
2. Contract information sheet
3. Contract and related exhibits

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

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

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

This contract with Land Development Engineering is for design assistance of Harborview Road drainage improvements in Birch Bay. The consultant will develop construction level plans, specification, and engineer’s estimate to improve undersized stormwater infrastructure and water quality in the project area. Additional services will include design documents for permitting, bidding, and assistance through the bidding process. This project is scheduled for construction during the summer of 2015.

Committee Action:

Council Action:

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

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

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

THROUGH: Frank M. Abart, Public Works Director

FROM: Kirk N. Christensen, P.E., Stormwater Manager

RE: Contract with Land Development Engineering for Design Assistance with Harborview Road Drainage Improvements

DATE: April 4, 2014

Attached for your review and signature are two (2) originals of a contract between Land Development Engineering and Surveying (LDES) and Whatcom County for design assistance with the Harborview Road Drainage Improvement project in Birch Bay.

- Background and Purpose
  Harborview Road Drainage Improvements have been identified as a high priority project in the Birch Bay Comprehensive Stormwater Plan and further analyzed in the recently completed Central North Subwatershed Master Plan. This contract will provide for the consultant to develop construction level plans, specifications, and engineer’s estimate to improve undersized stormwater infrastructure and water quality in the project area. Additional services will include creating design documents for permitting, preparation of bid documents, and assistance through the bidding process. This project is scheduled for construction during the summer of 2015.

  LDES was chosen through a competitive selection process (RFQ 13-01).

- Funding Amount and Source
  The consulting services cost of $76,355 will be funded through the 2014 BBWARM budget (cost center 169250, work order 18711).

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

Enclosure
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

### Originating Department:
Public Works-Stormwater

### Contractor's / Agency Name:
Land Development Engineering & Surveying

**Is this a New Contract?**
Yes [X] No [ ]
If not, is this an Amendment or Renewal to an Existing Contract? Yes [ ] No [X]

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

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

**Is this contract the result of a RFP or Bid process?**
Yes [X] No [ ]
If yes, RFP and Bid number(s) _RFQ 13-01__________ Cost Center: _169250________

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

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

### Contract Amount:
- Sum of original contract amount and any prior amendments:
  $76,355.00
- This Amendment Amount:
  $ __________
- Total Amended Amount:
  $ __________

### Contract Routing Steps & Signoff:

1. Prepared by: Remy McConnell Date 4/4/14 [electronic]
2. Attorney reviewed: Daniel L. Gibson Date 04/04/14 [electronic]
3. AS Finance reviewed: jbennett Date 04/08/14 ________ [electronic]
4. IT reviewed if IT related Date ________ [electronic]
5. Corrections made: Date ________ [electronic] hard copy printed
6. Attorney signoff: Daniel L. Gibson Date 04/04/14 04/09/14
7. Contractor signed: Date 4-8-14
8. Submitted to Exec Office Date 4-9-14 [summary via electronic; hardcopies]
9. Council approved (if necessary) Date
10. Executive signed: Date
11. Contractor Original Returned to dept; Date
12. County Original to Council Date

## Summary of Scope:
This contract with Land Development Engineering is for design assistance of Harborview Road drainage improvements in Birch Bay. The consultant will develop construction level plans, specifications, and engineer's estimate to improve undersized stormwater infrastructure and water quality in project area. Additional services will include design documents for permitting, bidding, and assistance through the bidding process. This project is scheduled for construction during the summer of 2015.

## Term of Contract:
Expiration Date: 12-31-15
COUNTY ORIGINAL

CONTRACT FOR SERVICES
Design Assistance for Harborview Road Drainage Improvements

LAND DEVELOPMENT ENGINEERING & SURVING, INC., hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 9.
- Exhibit A (Scope of Work), pp. 10 to 18.
- Exhibit B (Compensation), pp. 19 to 20.
- Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 23rd day of April, 2014, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2015.

The general purpose or objective of this Agreement is to: provide design assistance for the Harborview Road Drainage Improvements project in Birch Bay, 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 SEVENTY-SIX THOUSAND, THREE HUNDRED FIFTY-FIVE AND NO/100THS ($76,355.00). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 8th day of April, 2014.

CONTRACTOR:

Land Development Engineering & Surveying, Inc.

[Signature]

Ramon Llanos, PE, Principal

STATE OF WASHINGTON  
COUNTY OF Whatcom  
) ss.

On this 8th day of April, 2014, before me personally appeared Ramon Llanos to me known to be the Principal of Land Development Engineering & Surveying, Inc., and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham, WA, My commission expires 12/12/2016.

Contract for Services – Land Development Engineering & Surveying, Inc.
Design Assistance for Harborview Road Drainage Improvements
Page 1

57
WHATCOM COUNTY:
Recommended for Approval:
Frank M. Abart  
Date  
Public Works Director

Approved as to form:
Daniel L. Gibson  
Date  
Chief Civil Deputy Prosecutor

Approved:
Accepted for Whatcom County:

By:  
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  
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:

Land Development Engineering & Surveying, Inc.  
Ramon Llanos, PE

Address:  
5160 Industrial Place, Suite 108  
Ferndale, WA 98248

Contact Phone: 360-383-0620  
Contact Fax: 360-383-0639  
Contact Email: ramon@ldesinc.com
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

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

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

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

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

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

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

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement commercial general liability and auto insurance with the
following minimums:
Commercial General Liability: Property Damage - $500,000.00 per occurrence; bodily injury - $1,000,000 per
occurrence.
Auto: Contractor's present coverage

A Certificate of insurance that also identifies the County as an additional insured on the CGL and auto coverage is
attached hereto as Exhibit "C". This insurance shall be considered as primary and noncontributory and shall waive all
rights of subrogation against the County and its agents. The County insurance shall be serve as a source of contribution.

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

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

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

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as
expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this
agreement shall create no rights in any third party.

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

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative
action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed,
religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such
constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring,
promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including
apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for
employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive
consideration for employment without regard to race, color, religion, sex or national origin.
The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

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

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

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

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

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

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

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

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

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

38.3 E-Verify: Not Applicable

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

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

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

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

42.1 Disputes:

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

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

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

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

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

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A" – SCOPE OF WORK

Professional Services Agreement for
Design Assistance for Harborview Road Drainage Improvements

Land Development Engineering & Surveying, Inc.

Background

Whatcom County seeks to move forward with the next step of CIP project implementation, final assessment and design for the Harborview Road drainage area near Birch Bay. The Scope of Services related to the Harborview Road drainage improvements includes the following:

1. Develop Construction Level Plans, Specification, and Engineer's Estimate (PS&E) to improve undersized stormwater infrastructure, water quality, and ease of maintenance along the east side of Harborview Road (Areas 1 and 2).
2. Feasibility Analysis and Engineer's Estimate (pre-30% design drawings) of water quality facilities along Anderson Road and west side of Harborview Road (Areas 3 and 4)

The improvements include replacement of the undersized stormwater infrastructure, installation of water quality facilities when and where feasible, and system maintenance access improvements. This phase includes the preparation of design documents for permitting and bidding. It does not include construction administration services. The project is scheduled for construction during the summer of 2015.

The overarching goals for this project include:
- Addressing potential and past flooding problems and improving stormwater infrastructure capacity,
- Providing water quality treatment, and
- Improving ease of maintenance and maintenance access to the stormwater facilities.

The consultant shall prepare the project design, specifications and cost estimate for approval according to Whatcom County, WSDOE and WSDOT standards and procedures.

The extent of the design area is shown on Exhibit 1.
<table>
<thead>
<tr>
<th>Ref #</th>
<th>Description</th>
<th>Coverage Code</th>
<th>Form No.</th>
<th>Edition Date</th>
</tr>
</thead>
<tbody>
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<td>Limit 1</td>
<td>Limit 2</td>
<td>Limit 3</td>
<td>Deductible Amount</td>
<td>Deductible Type</td>
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<td>Limit 2</td>
<td>Limit 3</td>
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COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>SUBJECT</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON-OWNED AIRCRAFT</td>
<td>2</td>
</tr>
<tr>
<td>NON-OWNED WATERCRAFT</td>
<td>2</td>
</tr>
<tr>
<td>PROPERTY DAMAGE LIABILITY - ELEVATORS</td>
<td>2</td>
</tr>
<tr>
<td>EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant’s Property Damage)</td>
<td>2</td>
</tr>
<tr>
<td>MEDICAL PAYMENTS EXTENSION</td>
<td>3</td>
</tr>
<tr>
<td>EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B</td>
<td>3</td>
</tr>
<tr>
<td>ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT</td>
<td>3</td>
</tr>
<tr>
<td>PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION</td>
<td>5</td>
</tr>
<tr>
<td>ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR &quot;LIMITS OF INSURANCE&quot;</td>
<td>5</td>
</tr>
<tr>
<td>WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN</td>
<td>6</td>
</tr>
<tr>
<td>INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES</td>
<td></td>
</tr>
<tr>
<td>NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES</td>
<td>6</td>
</tr>
<tr>
<td>FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES</td>
<td>7</td>
</tr>
<tr>
<td>KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT</td>
<td>7</td>
</tr>
<tr>
<td>LIBERALIZATION CLAUSE</td>
<td>7</td>
</tr>
<tr>
<td>BODILY INJURY REDEFINED</td>
<td>7</td>
</tr>
<tr>
<td>EXTENDED PROPERTY DAMAGE</td>
<td>7</td>
</tr>
<tr>
<td>WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US -</td>
<td>8</td>
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<tr>
<td>WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU</td>
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</tbody>
</table>
d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED- INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION- MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.
L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and

2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<table>
<thead>
<tr>
<th>SUBJECT</th>
<th>PROVISION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT</td>
<td>3</td>
</tr>
<tr>
<td>ACCIDENTAL AIRBAG DEPLOYMENT</td>
<td>12</td>
</tr>
<tr>
<td>AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS</td>
<td>18</td>
</tr>
<tr>
<td>AMENDED FELLOW EMPLOYEE EXCLUSION</td>
<td>5</td>
</tr>
<tr>
<td>AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE</td>
<td>13</td>
</tr>
<tr>
<td>BROAD FORM INSURED</td>
<td>1</td>
</tr>
<tr>
<td>BODILY INJURY REDEFINED</td>
<td>21</td>
</tr>
<tr>
<td>EMPLOYEES AS INSUREDS (including employee hired auto)</td>
<td>2</td>
</tr>
<tr>
<td>EXTENDED CANCELLATION CONDITION</td>
<td>22</td>
</tr>
<tr>
<td>EXTRA EXPENSE – BROADENED COVERAGE</td>
<td>10</td>
</tr>
<tr>
<td>GLASS REPAIR – WAIVER OF DEDUCTIBLE</td>
<td>15</td>
</tr>
<tr>
<td>HIRED AUTO PHYSICAL DAMAGE (including employee hired auto)</td>
<td>6</td>
</tr>
<tr>
<td>HIRED AUTO COVERAGE TERRITORY</td>
<td>20</td>
</tr>
<tr>
<td>LOAN / LEASE GAP</td>
<td>14</td>
</tr>
<tr>
<td>PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)</td>
<td>16</td>
</tr>
<tr>
<td>PERSONAL EFFECTS COVERAGE</td>
<td>11</td>
</tr>
<tr>
<td>PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE</td>
<td>8</td>
</tr>
<tr>
<td>RENTAL REIMBURSEMENT</td>
<td>9</td>
</tr>
<tr>
<td>SUPPLEMENTARY PAYMENTS</td>
<td>4</td>
</tr>
<tr>
<td>TOWING AND LABOR</td>
<td>7</td>
</tr>
<tr>
<td>UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS</td>
<td>17</td>
</tr>
<tr>
<td>WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US</td>
<td>19</td>
</tr>
</tbody>
</table>

SECTION II – LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, “insured” does not include any organization that:

(1) Is a partnership or joint venture; or  
(2) Is an insured under any other automobile policy; or  
(3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization;
15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III -- PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III -- PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";
b. Legally parked; and
c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. Member, if you are a limited liability company;
4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

(1) How, when and where the "accident" or "loss" took place;
(2) The "insureds" name and address; and
(3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.
20. HIRED AUTO COVERAGE TERRITORY

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

f. For “autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured’s responsibility to pay for damages is determined in a “suit”, on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an “auto” hired, leased, rented or borrowed with a driver.

SECTION V – DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V – DEFINITIONS, definition C. is replaced by the following:

“Bodily injury” means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A.— CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.
**TITLE OF DOCUMENT:** Memorandum requesting authorization for removal of a structure at Lake Whatcom Park

**ATTACHMENTS:**
Memorandum

**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 by the Parks & Recreation Department for authorization to demolish and remove a county owned structure located at Lake Whatcom Park pursuant to WCC 1.10.395
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Michael McFarlane, Director
DATE: March 31st, 2014
RE: Request Authorization to Remove a County Owned Structure at Lake Whatcom Park

Pursuant to 1.10.395 of the Whatcom County Code, I am requesting authorization to demolish and dispose of a building structure on County Park property.

This structure is located at 3330 North Shore Road in Lake Whatcom Park and was used as a rental unit until late 2013. The building is a single story wooden structure constructed in 1925. It is currently vacant and in very poor condition.

Funding was approved in the 2014 departmental budget (ASR 2013-5035) to remove and dispose of this building. The site will be restored and used for public day use and open space.

Thank you

Rear view of building 3/31/14
2013-2014 Budget Preparation - Regular Additional Service Request

Parks & Recreation

[Information from the top of the document including fund, cost center, originator, expenditure type, add'l FTE, add'l space, and priority]

Name of Request: Trailhead Improvements, Lake Whatcom Trail Park

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>2013 Amount</th>
<th>2014 Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7380</td>
<td>Other Improvements</td>
<td></td>
<td>$0</td>
<td>$15,000</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$0</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

1. Description of Request:
   a) Describe the proposed activity or service, and indicate whether it is a higher or lower priority than existing services in your department budget.

   This project will prepare this site immediately adjacent to Lake Whatcom for development of a picnic shelter, restroom, and other low-impact improvements. This location features beach access to Lake Whatcom, clearings with grassy lawns, and close proximity to both existing parking lots and the heavily used Hertz Trail along the lake's eastern shore.

   An existing rental house at the location is seriously dilapidated and will be demolished and removed.

   b) Who are the primary customers for this service?

   The Hertz Trail along Lake Whatcom is the most heavily used trail in the County Parks system by a large margin (in 2011 39,199 visitors walked, ran or biked the Hertz Trail, compared to 26,429 visitors at the next most popular trail, Interurban Trail). Moreover, use of the Hertz Trail is growing, and the need for cost-effective and appropriate trail improvements is obvious. The current public access status of the beach at this site is unclear to the public, given its proximity to the existing rental house. Low impact improvements at this site would provide limited bathing access to the lake for many trail users.

2. Describe the problem this request addresses and why Whatcom County needs to address it.

   The growing popularity of North Lake Whatcom Park and Hertz Trail is generating increased demand for limited, low-key ancillary services. In 2014 this project will remove an intrusive and dilapidated existing house, and prepare the site for future development of limited beach access, grassy lawn area, picnic shelter and restroom.

3. Options
   a) What other options have you considered? Why is this the best option?

   Other options considered include:

   1. Continue use of rental house (status quo). This substandard existing rental house generates $7,920 per year ($660 per month). Repairs to the dwelling will become increasingly costly ($15-18,000 in next 3 years), especially if the current tenant moves on and a major rehab is necessary to rent to a new tenant. Most important, the site's continued use as for a private dwelling alongside the county's most heavily used trail is fundamentally untenable and contrary to the county's open space objectives. The current use has created a barrier to public use of public land, especially the precious waterfront access.

   2. Upgrade rental house property. This option would invest over $40,000, perhaps much more, in the dwelling to justify a higher monthly rent ($1,400-1,800). Aside from the additional capital investment costs, this option would be even more deleterious toward open space objectives and public access of the Hertz Trail and Lake Whatcom.

   b) What are the specific cost savings? (Quantify)

   1. Continued use or rental house (status quo). This option would require capital investment of $15-18,000 in the near future just to maintain an existing use contrary to the county's open space objectives. The projected rental income over the period (approximately $24,000) would barely cover these maintenance costs. Further, revenue from future development of a picnic shelter overlooking Lake Whatcom is likely to

Monday, July 30, 2012  Rpt: Rpt ASR Regular
be substantial ($5-6,000 per year), somewhat offsetting lost rental income from a private dwelling in a crucial location in a public park.

2. Upgrade rental house property. This option would not be cost-effective, and would be even more destructive of the site's status as public land in a key location on the county's most heavily used trail on precious waterfront along Lake Whatcom.

4. Outcomes / Objectives
   a) What outcomes will be delivered and when?
   In 2014 Whatcom County Parks will remove structures and prepare the site for future development of picnic shelter and restroom, perhaps in the 2015-16 biennium. The immediate outcome will be removal of what has become an untenable private dwelling and lawn and waterfront area directly athwart the Hertz Trail access. Consequently, public use of public land and waterfront will be increased, families and hikers will have the opportunity to spread blankets on the new lawn area without feeling they are intruding on "private" property.
   b) How will you know whether the outcomes happened?
   In 2014 success will be measured by the removal of structures that now tend to inhibit public use of public land.

5. Other Departments/Agencies
   a) Will this ASR impact other departments or agencies? If so, please identify the departments and/or agencies impacted and explain what the impact(s) will be.
   None.
   b) If another department or agency is responsible for part of the implementation, name the person in charge of implementation and what they are responsible for.

6. What is the funding source for this request?
   This project would be accomplished with REET II funding.
**TITLE OF DOCUMENT:** Contract with Bayside Pathology, Inc. for Medical Examiner Services

**ATTACHMENTS:** Memorandum, Contract, Attachment A – Medical Examiner Comparables

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

The County Executive respectfully requests approval to enter into a 2 year, 8 month contract for services agreement for the provision of Medical Examiner Services.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive
FROM: Whatcom County Council
RE: Contract with Bayside Pathology, Inc. for Medical Examiner Services
DATE: March 11, 2014

Enclosed are two (2) originals of a contract for services between Whatcom County and Bayside Pathology for Medical Examiner Services for your review and signature.

- Background and Purpose

Dr. Goldfogel was appointed Medical Examiner for Whatcom County on June 23, 1992. He has served in this capacity since that time. This is a 2 year, 8 month agreement for Dr. Goldfogel to continue providing Medical Examiner services to Whatcom County.

This agreement provides reimbursement for all medical examiner services consistent with the Whatcom County Code, Charter, and Washington State law. Under this agreement Dr. Goldfogel will provide all staffing, supplies and other expenses except for space rental of office and the morgue.

The previous contract was extended through April 30, 2014.

May 1, 2014 – December 31, 2014 $ 293,306.98
January 1, 2015 – December 31, 2015 $ 453,159.28
January 1, 2016 – December 31, 2016 $ 466,754.06

This includes a 3% annual increase each consecutive year beginning January 1, 2015. Of the 6 counties in Washington State utilizing a Medical Examiner, Whatcom County pays the least amount for the service per capita (see Attachment A).

- Funding Amount and Source
The source of the funds is the General Fund.

- Differences from Previous Contract
This is a 2 year and 8 month service agreement with options to renew.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Executive Office  
**Contract or Grant Administrator:** Tawni Helms, Administrative Coordinator  
**Contractor's / Agency Name:** Bayside Pathology, Inc.

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a New Contract?</td>
<td>Yes</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>No</td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>No</td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s) CFDA #</td>
<td></td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>No</td>
</tr>
<tr>
<td>If yes, associated Whatcom County grant contract number(s)</td>
<td></td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>No</td>
</tr>
<tr>
<td>If yes, RFP and Bid number(s) Cost Center:</td>
<td></td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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

**Contract Amount:** $1,213,220.32  
**This Amendment Amount:** $0  
**Total Amended Amount:** $0

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

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

**Summary of Scope:**
This agreement provides reimbursement for all medical examiner services consistent with the Whatcom County Code, Charter, and Washington State law.

**Term of Contract:** 2 years and 8 months  
**Expiration Date:** 12/31/2016

### Contract Routing Steps & Signoff:
[Sign or initial] [indicate date transmitted]

1. Prepared by: thwh  
   Date: [electronic]  
2. Attorney reviewed: Daniel L. Gibson  
   Date: 02/28/14 [electronic]  
3. AS Finance reviewed:  
   Date: 4/6/14 [electronic]  
4. IT reviewed if IT related  
   Date: [electronic] hard copy printed  
5. Corrections made:  
   Date: 4/7/14  
6. Attorney signoff: Daniel L. Gibson  
   Date: 03/02/14 04/04/14  
7. Contractor signed:  
   Date: 4/7/14  
8. Submitted to Exec Office  
   Date: 4/10/14 [summary via electronic; hardcopies]  
9. Council approved (if necessary)  
   Date:  
10. Executive signed:  
    Date:  
11. Contractor Original Returned to dept;  
    Date:  
12. County Original to Council  
    Date:  

---

82
COUNTY ORIGINAL

CONTRACT FOR SERVICES
Between Whatcom County and Bayside Pathology, Inc.

Bayside Pathology, Inc., hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 1 to 5.
Exhibit A (Scope of Work), pp. 6.
Exhibit B (Compensation), pp. 7.
Exhibit C (Certificate of Insurance).

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

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

The general purpose or objective of this Agreement is to: Provide reimbursement for all medical examiner services consistent with the Whatcom County Code, Charter, and Washington State law, 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 shall not exceed $1,213,220.32. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

The County does hereby agree to lease and/or otherwise provide facilities for autopsies that meet or exceed the standard of the current facilities.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of May, 2014.

CONTRACTOR:

Bayside Pathology, Inc.
Gary Goldfogel, M.D., President

[Signature]
Gary Goldfogel, M.D., President

STATE OF WASHINGTON

COUNTY OF Whatcom

On this 7th day of April, 2014, before me personally appeared Gary Goldfogel, M.D. to me known to be the President of Bayside Pathology, Inc. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
Suzanne M. Mildner
Notary Public in and for the State of Washington, residing at Burlington. My commission expires 12-31-14

Contract for Services Agreement
[Medical Examiner Service Agreement]

Page 1

v 1.0
Approved as to form:

[Signature] 04/23/14
Prosecuting Attorney  Date

Approved:
Accepted for Whatcom County:

By: _______________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  }
COUNTY OF WHATCOM  }

ss

On this ______ day of March, 2014, 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:

Gary Goldfogel, M.D.

____________________________
Address:
1500 N. State Street
Bellingham, WA 98225

Mailing Address:
Same
Contact Name: Gary Goldfogel, M.D.

Contact Phone: 360.738.4557
Contact FAX 360.734.0467
Contact Email: ggoldfogel@gmail.com
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension:
The duration of this Agreement may be extended by mutual consent of the parties, for a period of up to one year for each extension beyond December 31, 2016, and for a total of no longer than three years beyond December 31, 2016. For each period of extension, consent of the parties shall be deemed to have been given and the contract shall be extended as provided herein, unless either party notifies the other in writing no less than sixty (60) days before the expiration of the then-current term of its intent to terminate the contract.

11.1 Termination for Default or for Other Cause:
Termination of the contract with the Medical Examiner for default and/or other good cause shall be by decision of the County Council upon the recommendation of the Whatcom County Medical Examiner Council.

The Whatcom County Medical Examiner Council is described as follows:
(a) Composition of Council. This council shall be composed of the following individuals or officially designated alternates invited to attend:
   (1) Whatcom County Executive;
   (2) Whatcom County Prosecuting Attorney
   (3) Whatcom County Sheriff;
   (4) Whatcom County Health Officer;
   (5) Member of the State Death Investigation Council;
   (6) City of Bellingham Police Chief;
   (7) Police chief of another city in Whatcom County.

It is understood that in the absence of the Prosecuting Attorney, the designated alternative is limited to the Chief Criminal Deputy Prosecutor.

The state death investigation council member shall be recommended by the medical examiner and approved by the medical examiner council membership. The police chief position from a city other than Bellingham shall be selected by the cities' police chiefs and rotated periodically.

The advisory council shall meet at least once a year to review the medical examiner function. A majority of the members of the council may call for a special meeting, if necessary.

(b) Authority of the Medical Examiner Council. The Medical Examiner Council has been formed for the following purposes:
   (1) To review the policies and procedures of the Whatcom County ME;
   (2) To review the performance of the medical examiner and make annual written reports to the county council and executive;
   (3) To report to the county and medical examiner the various jurisdictional needs for the medical examiner function.

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience: Not Applicable

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

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.
The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable

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

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

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

A Certificate of insurance that also identifies the County as an additional insured is attached hereto as Exhibit "C". This insurance shall be considered as primary and noncontributory and shall waive all rights of subrogation against the County and its agents. The County insurance shall not serve as a source of contribution.

a. Professional Liability - $1,000,000 per occurrence:
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract. This insurance shall provide coverage for work performed by the
Medical Examiner that does not fall within the scope of services provided by him under this contract. Coverage for work performed within the scope of services under this contract shall be as defined in Section 34.3 below.

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

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement:
The County agrees to defend, indemnify, and save harmless the Contractor 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 Contractor, for work performed by Contractor for the County that falls within the scope of services provided for herein. In case of any claim or suit brought against Contractor by any third party for damages alleged to have been incurred by such party for work performed, or failure to perform work, under the terms of this contract, Contractor shall immediately tender his defense of such claims and/or suits to the County and shall cooperate fully with the County in the defense of such claims and/or suits. Failure to so tender and cooperate in the defense of those claims and/or suits shall release the County from its duty to defend and indemnify as provided for 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, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

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

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

35.2 Non-Discrimination in Client Services:
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, 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 of any service or services or other benefits provided under this Agreement, or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Jack Louws, County Executive
311 Grand Avenue, Suite 108
Bellingham, WA 98225
(360) 676-6717

37.2 Notice:
Except as set forth elsewhere in this 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 hereinabove in the “Contractor Information” section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

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

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. If resolution of differences can not be achieved upon consultation between the parties, necessary decisions to resolve the disputes shall be settled by Arbitration as described herein in Section 42.1.D, below.

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 hereinabove, 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 enforced in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

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

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A"
(SCOPE OF WORK)

The Medical Examiner (ME) is a physician certified in anatomic pathology who is authorized to investigate sudden, unexpected, violent, suspicious or unnatural deaths. The purpose of the ME is to bring trained medical evaluation into the investigation of those deaths that are a concern to the public health, safety and welfare.

The office and function of the ME is established by the Revised Code of Washington (RCW) 68.50. There are several reasons why a ME is to be utilized in the determination of the cause and manner of death. They include: (1) murder shall be determined and recognized; (2) the innocent shall be exonerated; (3) criminal and civil court proceedings will be provided with documented and impartial medical advice; (4) unrecognized hazards to public health shall be revealed; and (5) industrial and/or workplace hazards shall be made known to the public.

In order to reach and provide these services, the ME by statute assumes jurisdiction over human remains in these cases. The ME, after a thorough investigation, is to determine the cause and manner of death.

The ME is available personally or will provide ME coverage 24 hours per day, 365 days per year. He shall perform the following functions and have the following authority:

1. Arrange for the transportation of bodies.
2. Investigate all deaths as previously described in this paragraph.
3. Be available to law enforcement and in turn have access to law enforcement expertise, experience and personnel and assistance.
4. Create and file such medical records as are needed or required by statute and good medical procedure.
5. Extend and receive the full cooperation from all levels of county government appropriate to the investigation of death as determined by the ME.
6. Authority and duty to serve as a representative, if desired, to the trauma quality assurance committee of St. Joseph Hospital.
7. Teach paramedics and emergency technicians, police and fire department trainees regarding any techniques and/or requirements of death investigations.
8. Liaison and work with the County Health Department regarding issues of public health, infectious diseases, toxins and poisons.
9. Be a representative, if desired, on the Whatcom County Disaster Management Committee.
10. Courtroom testimony and consultation services for the prosecuting attorney, public defender, and law enforcement agencies on autopsies, interpretation of injuries on both living and deceased, toxicology testing and interpretation (including legal ethanol analyses).
11. Maintain and oversee the personnel, equipment, supplies, etc. to perform the duties of the Medical Examiner Office.
12. Obtain and oversee substitute professional coverage when the ME is unavailable for any reason. Any such coverage shall be consistent with this contract and the standards of the College of American Pathology for autopsies.
13. Administration of indigent cremation burial program on behalf of Whatcom County.
14. Create and maintain all documents, reports, and evidence necessary to perform the function of the Medical Examiner Office in accordance with relevant legal and professional standards.
15. Maintain current certification, stature, and licensure to perform the duties of Medical examiner.
16. Maintain and oversee the morgue facility.
17. Makes recommendations as necessary as a member of Child Death Review Committee along with DSHS, Health Department, schools, courts, Prosecutor, Sheriff, and Police Department.

The ME shall not have authority or responsibility over the personal effects of the deceased or the responsibility or authority for notifying the next of kin to the deceased. These functions shall remain with the appropriate police and/or law enforcement agency. The ME shall not have authority or responsibility for making probate arrangements of the deceased.

The County in consultation with the Medical Examiner will develop specific procedures that assure ongoing and adequate Medical Examiner Services should existing contractor be unable to perform the services of a Medical Examiner. The Medical Examiner will cooperate with the the County to the fullest extent possible in the development of the procedures.
EXHIBIT "B"
(COMPENSATION)

All payments under this contract are considered reimbursement for services rendered. Except as outlined below, maximum consideration for Medical Examiner Services shall be:

- For the period of May 1, 2014 through December 31, 2014 $293,306.98, ($36,663.37 per month)
- For the period of January 1, 2015 through December 31, 2015 $453,159.28, ($37,763.27 per month)
- For the period of January 1, 2016 through December 31, 2016 $466,754.06, ($38,896.17 per month)

In the event a catastrophe should occur in Whatcom County, with multiple deaths in excess of any reasonable expectation (for these Purposes four or more deaths happening in or around the same event), the Contractor shall be permitted to request the contract be reopened to review the possible need for additional compensation, and the parties shall in good faith seek to address the request for additional compensation.

The County shall reimburse the Contractor on a quarterly basis for reasonable expenses for:

1. Lab studies
2. X-rays

The ME will provide the County with monthly invoices for Medical Examiner services and quarterly invoices for lab studies and x-rays.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Snapper Shuler Kenner Ins
Brown & Brown of WA Inc dba
P.O. Box 551
Lynden, WA 98264
Paul D. Kenner

360-354-4488
360-354-1946

CONTACT NAME: Roxanne McCloud
FAX (Acct. No.): 360-354-1946
E-MAIL: RoxanneM@sskinsurance.com

INSURER(S) AFFORDING COVERAGE
NAIC #: 24082

INSURED
GF Partnership
1500 N. State Street #200
Bellingham, WA 98225

COVERAGES

COVERAGE NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDR SUBJ LIMITS</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE OCCUR</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>Business Owners</td>
<td>BZSS4711120</td>
<td>02/14/14 02/14/15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AUTOMOBILE LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY AUTO</td>
</tr>
<tr>
<td>UMBRELLA LIAB</td>
</tr>
<tr>
<td>EXCESS LIAB</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WORKERS COMPENSATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER INCLUDED?</td>
</tr>
<tr>
<td>(Mandatory in NH)</td>
</tr>
<tr>
<td>DESCRIPTION OF OPERATIONS below</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Form: BP 79 96 07 13

CERTIFICATE HOLDER

Whatcom County Executive Office
311 Grand St #108
Bellingham, WA 98225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
Section II - Liability is amended as follows:

I. SUPPLEMENTARY PAYMENTS

Paragraph f.(1)(b) of A Coverages is replaced by the following:

(b) Up to $3000 for cost of bail bond required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish the bonds.

Paragraph f.(1)(d) of A Coverages is replaced by the following:

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

II. BROADENED COVERAGE FOR DAMAGE TO PREMISES RENTED TO YOU

With respect to the coverage provided under this endorsement, Section II - Liability is amended as follows:

1. The final paragraph of B.1. Exclusions - Applicable To Business Liability Coverage is deleted and replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions c., d., e., g., h., k., l., m., n. and o. do not apply to "property damage".

2. Paragraph D.2. Liability And Medical Expenses Limits Of Insurance is deleted and replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declaration.

3. Paragraph D.3. Liability And Medical Expenses Limits Of Insurance is deleted.

III. INCIDENTAL MEDICAL MALPRACTICE

Exclusion 1.j.(4) does not apply to Incidental Medical Malpractice Injury coverage.

The following is added to F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

23. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

1. expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Claim or Suit Condition is amended accordingly;

2. any insured engaged in the business or occupation of providing any of the services described under a. and b. above;

3. injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. and b. above.

IV. MOBILE EQUIPMENT

1. Section C. Who is An Insured is amended to include any person driving "mobile equipment" with your permission.

V. BLANKET ADDITIONAL INSURED (OWNERS, CONTRACTORS OR LESSORS)

1. Section C. Who Is An Insured is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

a. currently in effect or becoming effective during the term of this policy; and

b. executed prior to the "bodily injury", "property damage", "personal and advertising injury".
BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

<table>
<thead>
<tr>
<th>SUBJECT</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGGREGATE LIMITS OF INSURANCE</td>
<td>3</td>
</tr>
<tr>
<td>AMENDMENT OF INSURED CONTRACT DEFINITION</td>
<td>4</td>
</tr>
<tr>
<td>BLANKET ADDITIONAL INSURED (OWNERS, CONTRACTORS OR LESSORS)</td>
<td>2</td>
</tr>
<tr>
<td>BODILY INJURY</td>
<td>4</td>
</tr>
<tr>
<td>BROADENED COVERAGE FOR DAMAGE TO PREMISES RENTED TO YOU</td>
<td>2</td>
</tr>
<tr>
<td>DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT</td>
<td>4</td>
</tr>
<tr>
<td>INCIDENTAL MEDICAL MALPRACTICE</td>
<td>2</td>
</tr>
<tr>
<td>MOBILE EQUIPMENT</td>
<td>2</td>
</tr>
<tr>
<td>NEWLY FORMED OR ACQUIRED ORGANIZATIONS</td>
<td>3</td>
</tr>
<tr>
<td>PERSONAL AND ADVERTISING INJURY</td>
<td>4</td>
</tr>
<tr>
<td>SUPPLEMENTARY PAYMENTS</td>
<td>2</td>
</tr>
<tr>
<td>Bail Bonds</td>
<td></td>
</tr>
<tr>
<td>Loss Of Earnings</td>
<td></td>
</tr>
</tbody>
</table>
2. The insurance provided the additional insured is limited as follows:
   a. The person or organization is only an additional insured with respect to liability arising out of
      (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy;
      (2) Caused in whole or in part by your ongoing operations performed for that insured.
   b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.
   c. The insurance provided the additional insured does not apply to:
      (1) Liability arising out of the sole negligence of the additional insured;
      (2) "Bodily injury", "property damage", "personal and advertising injury"; or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
         (a) The preparing, approving maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
         (b) Supervisory, inspection, architectural or engineering activities.
      (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
      (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

VI. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

The following is added to C. Who Is An Insured:

3. Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However,
   a. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
   b. Coverages A. Paragraph 1. Business Liability, does not apply to:
      (1) "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
      (2) "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you; and
   c. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named insured in the Declarations.

VII. AGGREGATE LIMITS

The following is added to Aggregate Limits Paragraph 4. of D. Liability and Medical Expenses Limits of Insurance:

The Aggregate Limits apply separately to each of "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
VIII. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

1. The requirement in E. Liability And Medical Expenses General Conditions paragraph 2.a. that you must see to it that we are notified of an "occurrence" or "offense" which may result in a claim applies only when the "occurrence" is known to any insured listed in Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

2. The requirements in E. Liability And Medical Expenses General Conditions paragraph 2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

IX. BODILY INJURY

Paragraph 3. of F. Liability And Medical Expenses Definitions is replaced by the following:

3. "Bodily Injury" means:
   a. Bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

X. AMENDMENT OF INSURED CONTRACT DEFINITION

Paragraph 9. of F. Liability And Medical Expenses Definitions is replaced by the following:

9. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

1. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

2. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

3. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

XI. PERSONAL AND ADVERTISING INJURY

Paragraph 14. b. of F. Liability And Medical Expenses Definitions is replaced by the following:

b. Malicious prosecution or abuse of process.
MEDICAL EXAMINER OFFICES

<table>
<thead>
<tr>
<th>County</th>
<th>Medical Examiner Budget</th>
<th>2013 Population per OFM</th>
<th>Per Capita</th>
<th>FTEs</th>
</tr>
</thead>
<tbody>
<tr>
<td>King (2014)</td>
<td>$6,661,812</td>
<td>1,981,900</td>
<td>$3.36</td>
<td>27.99</td>
</tr>
<tr>
<td>Spokane (2013)</td>
<td>$1,321,922</td>
<td>480,000</td>
<td>$2.75</td>
<td>9.5</td>
</tr>
<tr>
<td>Clark (1/2 of 2013-2014)</td>
<td>$1,084,014</td>
<td>435,500</td>
<td>$2.49</td>
<td>9</td>
</tr>
<tr>
<td>Pierce (2014)**</td>
<td>$2,989,180</td>
<td>814,500</td>
<td>$3.67</td>
<td>17</td>
</tr>
<tr>
<td>Snohomish (2014)</td>
<td>$2,236,749</td>
<td>730,500</td>
<td>$3.06</td>
<td>14</td>
</tr>
<tr>
<td>Whatcom (2014) *</td>
<td>$469,432</td>
<td>205,800</td>
<td>$2.28</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* combined the following:

Medical Examiner $403,301
Morgue $48,131
Indigent Burial $18,000

$469,432

**Pierce County had a 20% increase in their ME budget between 2013 & 2014 Per capita in 2013 was $3.06. Capital expenditure in 2014 budget?
TITLE OF DOCUMENT:  Lease for Health Department space at State Street

ATTACHMENTS:  Memorandum, Lease Contract

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

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

The County Executive respectfully requests approval to sign this lease contract, which provides for the Health Department office space at State Street for a period of three years and five months, through September 30, 2017.
WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>County Executive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Tawni Helms</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Goldfogel Family Partnership</td>
</tr>
<tr>
<td>Is this a New Contract?</td>
<td>Yes ☒ No ☐</td>
</tr>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>Yes ☒ No ☐</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>Yes ☒ No ☐</td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s)</td>
<td>CFDA #</td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes ☒ No ☐</td>
</tr>
<tr>
<td>If yes, associated Whatcom County grant contract number(s)</td>
<td></td>
</tr>
<tr>
<td>Is this the result of a RFP or Bid process?</td>
<td>Contract</td>
</tr>
<tr>
<td>If yes, RFP and Bid number(s)</td>
<td>Cost Center:</td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>Yes ☒ If no, include Attachment D Contractor Declaration form.</td>
</tr>
<tr>
<td>If yes, indicate exclusion(s) below:</td>
<td></td>
</tr>
<tr>
<td>□ Professional services agreement for certified/licensed professional</td>
<td>□ Contract work is for less than 120 days</td>
</tr>
<tr>
<td>□ Contract less than $100,000.</td>
<td>□ Contract for Commercial off the shelf items (COTS)</td>
</tr>
<tr>
<td>□ Contract work is all performed outside U.S.</td>
<td>□ Work related subcontract less than $25,000.</td>
</tr>
<tr>
<td>□ Interlocal Agreement (between Govt's)</td>
<td>□ Public Works - Local Agency/Federally Funded FHWA</td>
</tr>
<tr>
<td>Contract Amount:(sum of original contract amount and any prior amendments)</td>
<td>Contracts that require Council Approval (incl. agenda bill &amp; memo)</td>
</tr>
<tr>
<td>$97,990.43 (May 1 through Sept. 30, 2014)</td>
<td>• Professional Services Agreement above $20,000.</td>
</tr>
<tr>
<td>$239,880.58 (10/1/14 - 9/30/15)</td>
<td>• Bid is more than $40,000.</td>
</tr>
<tr>
<td>$244,678.19 (10/1/15 - 9/30/16)</td>
<td>• Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)</td>
</tr>
<tr>
<td>$249,571.75 (10/1/16 - 9/30/17)</td>
<td>RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.</td>
</tr>
<tr>
<td>This Amendment Amount:</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Summary of Scope: The is a 3 1/2 year lease for the Health Dept. office space at 1500 N. State Street in Bellingham.</td>
<td></td>
</tr>
<tr>
<td>Term of Contract:</td>
<td>3 years, 5 months</td>
</tr>
<tr>
<td>Expiration Date:</td>
<td>9/30/17</td>
</tr>
<tr>
<td>Contract Routing Steps &amp; Signoff</td>
<td>Sign or Initial</td>
</tr>
<tr>
<td>1. Prepared by:</td>
<td>twh</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>Daniel L Gibson</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>Bennett</td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td>Date:</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>Daniel L. Gibson</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
</tr>
</tbody>
</table>

Last Edited 7/24/13
MEMORANDUM

TO: Whatcom County Council members
FROM: Jack Louws, County Executive
RE: Lease for Health Department space at 1500 North State Street
DATE: March 21, 2014

Enclosed are two (2) originals of a lease agreement between Whatcom County and Goldfogel Family Partnership for your review and approval.

- Background and Purpose
Whatcom County has leased this building for use by our Health Department for office space and examining rooms. This space, which includes 19,915 square feet, has been leased for many years.

- Funding Amount and Source
Effective 10/1/2014 basic rent per annum is $239,880.58 with annual adjustment made in the following years of 2% per annum. The funding source for the lease is the General Fund and the Health Department Budget.

$ 97,990.43 (10/01/14 – 09/30/14)
$239,880.58 (10/01/14 - 09/30/15)
$244,678.19 (10/01/15 - 09/30/16)
$249,571.75 (10/01/16 - 09/30/17)

- Differences from Previous Contract
The term of this lease shall be for three years and five months commencing May 1, 2014. This lease replaces the lease between the parties contained in Whatcom County Contract No. 200307030, with its several extensions. However, the term of the lease shall commence only if the County has not purchased the premises and shall cease if the premises are purchased by the county after the commencement of the term of the lease.

Enclosures
COUNTY ORIGINAL

LEASE

This lease is made this 1st day of October, 2014, by and between the GOLDFOGEL FAMILY PARTNERSHIP, hereinafter referred to as LANDLORD, and WHATCOM COUNTY, hereinafter referred to as TENANT.

1. PREMISES.

LANDLORD hereby leases to the TENANT and TENANT leases from the LANDLORD for the term of this lease and at the rental and upon the conditions set forth below a portion of the premises located upon the real property situated in the City of Bellingham, County of Whatcom, State of Washington, LOTS 7-8 BLK 74, NEW WHATCOM, commonly known as 1500 N. State Street, with additional parking located at SELY 1/2 OF LOTS 1-8 BLK 46 – EXC PTNS LEASED - NWLY 14 FT OF LOTS 9 THRU 16 – TOG WI VAC ALLEY ABTG AS VAC AF 920309183, commonly known as 211 E. Champion Street. This lease shall be for thirteen thousand nine-hundred fifteen square feet (13,915 sq. ft.) of medical office space.

The space being rented is Suite A and B on the first floor, and Suite D on the second floor as shown on Attachment A.

2. TERM.

A. The term of this lease shall be for three years and five months commencing May 1, 2014. However, the term of the lease shall commence only if the County has not purchased the premises from Goldfogel Family Partnership prior to that date, and shall cease if the premises are purchased by the County after the commencement of the term of the lease. This lease replaces the lease between the parties contained in Whatcom County Contract No. 200307029-3, with its several extensions.

B. The TENANT shall have the option to re-lease the subject property for one additional five year term, under the same terms and conditions, including all the terms and conditions as noted in paragraph 3. TENANT will notify LANDLORD of intention to renew on or before July 1, 2017.

3. RENT

A. TENANT shall pay to LANDLORD as basic rent $97,990.43 from May 1, through September 30, 2014. This sum shall be divided into five (5) equal payments of $19,598.08. In subsequent years beginning on October 1, TENANT shall pay to LANDLORD as basic rent $239,880.58 per annum, with annual adjustments made in following years as reflected in Section 17, below. This sum shall be divided into twelve (12) equal payments of $19,990.04, the first of which shall begin October 1, 2014. Each subsequent payment shall be made on or before the first of each succeeding month for the full term of occupancy. Should occupancy not encompass the full month at the beginning or ending of the lease term, rental amount shall be prorated by dividing by 30 days. All rent shall be payable in lawful money of the United States on or before the tenth day of each calendar month of the term, without any deduction or offset. LANDLORD shall submit monthly invoices for payment. A late charge of twenty-five dollars ($25.00) per day shall be charged whenever TENANT does not deliver said rent on or before the tenth day of each month. A failure to pay rent by the 16th day of the month is deemed a material breach of this contract. Failure to promptly pay late fees is deemed a material breach of this contract.

4. MAINTENANCE, REPAIRS AND ALTERATIONS.
A. Except for damage caused by TENANT, its agents or invitees, the LANDLORD shall keep in good condition and repair all exterior portions of the premises, the foundation, exterior walls, roof, main water service, main electrical service, heating, ventilation, exterior windows, sewer system, storm drains, landscaping, parking lot, curbs, gutters, common areas, and all related items at no additional cost to TENANT.

B. LANDLORD shall maintain and repair the interior portion of the premises, including but not limited to the following items: outlets, light fixtures, toilets, faucets and end valves, drains, walls, ceilings, floors, and glass. At the termination of the term, TENANT shall deliver up possession of the interior of the premises in good condition and repair, only ordinary wear and tear excepted.

C. TENANT shall be entitled to make such alterations, improvements or additions to the existent space as it deems necessary. The LANDLORD shall agree to pay for such design work and alterations. Such work is to be completed by a duly licensed and bonded contractor with the specific understanding that such repairs and/or alterations will be good and workmanlike in all respects.

LANDLORD will provide and pay for appropriate janitorial services of the premises according to those contained in Attachment B. The provider of janitorial services shall be deemed to be an independent contractor in all respects.

5. INDEMNIFICATION AND HOLD HARMLESS.

The TENANT agrees that it will at all times indemnify and hold LANDLORD harmless against all actions, claims, demands, costs, damages, or expenses of any kind on account thereof, including costs of defense, which may be brought or made against the LANDLORD or which the LANDLORD may pay or incur, by reason of the TENANT'S agents', employees' or representatives' negligent, reckless, or intentionally wrongful performance or failure to perform any of its obligations under this Lease.

The LANDLORD agrees that it will, at all times, indemnify and hold the TENANT harmless against all actions, claims, demands, costs, damages, or expense of any account thereof, including costs of defense which may be brought or made against the TENANT or which the TENANT may pay or incur, by reason of the LANDLORDS agents', employees' or representatives' negligent, reckless, or intentionally wrongful performance or failure to perform any of its obligations under this Lease.

6. WAIVER OF SUBROGATION.

Whether the loss or damage is due to the negligence of either LANDLORD or TENANT, their agents or employees, LANDLORD and TENANT hereby release each other from responsibility for, and waive their entire claim of recovery against the other for (i) any loss or damage to the real or personal property of either located anywhere in the building, including the buildings itself, arising out of or incident to the occurrence of any perils which are covered by their respective fire insurance policies, with extended coverage endorsements, or (ii) loss resulting from business interruption at the premises or loss of rental income from the building.

7. DAMAGE OR DESTRUCTION.

A. If during the term of this Lease the Premises are totally or partially destroyed, or any other portion of the Building is damaged in such a way that TENANT'S use of the Premises is materially interfered with, from a risk which is or is not wholly covered by insurance, LANDLORD shall proceed with reasonable diligence to repair the damage or destruction and the Lease shall not be terminated; provided, however, that if in the opinion of the
LANDLORD'S architect, the work of repair cannot be completed in One Hundred Twenty (120) days, either party may at its election terminate the Lease upon written notice given to the other party. Termination of the lease under this provision shall not require the payment of the $100,000 referred to in #4.C above, or payment of any unpaid balance on the cost of improvements.

B. In case of destruction or damage which materially interferes with the TENANT'S use of the Premises, where the Lease is not terminated as above provided, rent shall be abated during the period required for the work or repair based upon the degree of interference with TENANT'S use of the Premises. Except for abatement of rent, TENANT shall have no claim against LANDLORD for any loss suffered by TENANT due to damage or destruction of the Premises or any work or repair undertaken as herein provided, except to the extent covered by LANDLORD'S insurance, so long as LANDLORD is in compliance with Section 8 below as it pertains to insurance coverage. If LANDLORD fails to maintain insurance coverage as required, then TENANT is not hereby prevented from seeking recovery from LANDLORD to the extent of its losses.

8. UTILITIES, TAXES, AND INSURANCE.

The LANDLORD shall be responsible for paying any and all utilities and taxes. He shall also carry insurance against the risk of fire, other property damage and casualty, as well as commercial and general liability. Copies of the insurance carried by LANDLORD are attached hereto as Attachment C. The LANDLORD agrees to maintain those policies, or their equivalent, in full force and effect during the life of this lease agreement.

9. ASSIGNMENT AND SUBLETTING.

TENANT shall not voluntarily or by operation of law assign any part of TENANT'S interest in the Lease for Health Department purposes or in the Premises without LANDLORD'S prior written consent, which shall not be unreasonably withheld. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void and shall constitute a breach of this Lease.

10. TENANT'S DEFAULT AND REMEDIES.

A. The occurrence of any one or more of the following events shall constitute a default and breach of the lease by TENANT.

i) The failure by TENANT to make any payment of rent or any other payment required to be made by TENANT hereunder, as and when due.

ii) The failure by TENANT to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by TENANT, other than described in subparagraph (i) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT'S default is such that more than thirty (30) days are reasonably required for its cure, then TENANT shall not be deemed to be in default if TENANT commences such cure within said thirty day (30) period and thereafter diligently prosecutes such cure to completion.

B. In the event of any such default or breach by TENANT, LANDLORD may at anytime thereafter, with or without notice or demand and without limiting LANDLORD in the exercise of any other right or remedy which LANDLORD may have by reason of such default or breach, terminate this Lease and all rights of TENANT hereunder by giving TENANT written notice of such termination. If LANDLORD so terminates this Lease, then LANDLORD may recover from TENANT the sum of:
i) The monetary value at the time of payment of any unpaid rent which had been earned at the time of termination;

ii) The monetary value at the time of payment of the amount by which the unpaid rent which would have been earned after termination exceeds the amount of such rental loss that the TENANT proves could have been reasonably avoided;

iii) Any other amount necessary to compensate LANDLORD for all the detriment proximately caused by TENANT’S failure to perform TENANT’S obligations hereunder or which, in the ordinary course of things, would be likely to result therefrom, including leasing commissions and TENANT improvement expenses incurred in reletting the Premises, less any amount that the TENANT proves that the LANDLORD could have reasonably avoided;

iv) As used in subparagraphs (b)(i) and (b)(ii) above, the "monetary value at the time of payment" is computed by allowing interest at the rate of eight percent (8%) per annum. The value of the amount that could have been reasonably avoided shall include interest calculated at the same rate.

C. If TENANT vacates, abandons, or surrenders the Premises without LANDLORD’S consent, or if LANDLORD re-enters the Premises as provided below or takes possession of the Premises pursuant to legal proceedings, then, if LANDLORD does not elect to terminate this Lease, LANDLORD may, from time to time either recover all rent and other amounts payable hereunder as they become due or relet the Premises or any part thereof on behalf of TENANT for such term, on such terms as LANDLORD deems reasonable. In any event, LANDLORD has a duty to take such actions as are reasonable to avoid damages, and any such damages as could have been reasonably avoided shall be deducted from any amounts owed to the LANDLORD by TENANT.

D. Upon an Event of Default and giving notice of termination to TENANT, LANDLORD shall also have the right to re-enter the Premises and remove all persons and property therefrom. LANDLORD may cause property so removed from the Premises to be stored in a public warehouse or elsewhere at the expense and for the account of TENANT.

E. None of the following remedial actions, singly or in combination, shall be construed as an election by LANDLORD to terminate this Lease unless LANDLORD has in fact given TENANT written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease: any act by LANDLORD to maintain or preserve the Premises; any efforts by LANDLORD to relet the Premises; or the appointment of a receiver, upon the initiative of LANDLORD, to protect LANDLORD’S interest under this Lease.

11. DEFAULT BY LANDLORD.

In the event LANDLORD defaults under any term(s) or condition(s) of this Lease to perform its obligations within a reasonable time frame, but in no event longer than thirty (30) days following receipt of written notice from TENANT of such default, then in such event TENANT is hereby given the right to rectify such default on behalf of the LANDLORD and deduct the actual cost of such work required from the subsequent monthly rental payment until TENANT is fully reimbursed.

In the event TENANT, in its sole discretion, elects not to complete said improvements, or to otherwise rectify the situation caused by LANDLORD’S default, TENANT may following thirty (30) days prior written notice of its intention to do so, terminate this Lease, and all rights and liabilities of the parties herein will thereby cease.

12. CONDEMNATION.
A. For purposes of this Paragraph:
   i) "Condemnation" means (a) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor and (b) a voluntary sale or transfer by LANDLORD to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

   ii) "Date of taking" means the date the condemnor has the right to possession of the property being condemned.

   iii) "Award" means all compensation, sums or anything of value awarded, paid, or received on a total or partial condemnation.

   iv) "Condemner" means any public or quasi-public authority, or private corporation, or individual, having the power of condemnation.

B. If during the term the building is totally taken by condemnation, this Lease shall terminate on the date of taking.

C. If during the term any portion of the Building or the attached parking facility, if any, is taken by condemnation this Lease shall remain in effect, except that TENANT may elect to terminate the Lease if such taking renders the Premises reasonably unsuitable for the TENANT'S continued use and occupation and if said condemnation cannot be remedied by LANDLORD within ninety (90) days of the taking. If TENANT elects to terminate the Lease pursuant to this provision, TENANT must do so by written notice given to the LANDLORD no later than sixty (60) days after the taking. If TENANT does not terminate the Lease within such period, the Lease shall continue in full force and effect, subject to abatement of rent as provided below.

D. If any portion of the building or the attached parking facilities, if any, is taken by condemnation and this Lease is not terminated, on the date of taking there shall be a prorate reduction in the rental rate as to that portion taken.

E. The award shall belong to and be paid over to the LANDLORD. TENANT waives any interest therein based upon the value of its leasehold interest hereunder, excepting any claim TENANT may have against the condemnor only for TENANT'S moving expenses.

F. Nothing in this agreement shall give the TENANT, as a governmental body, any special right to condemn and/or request rights of condemnation beyond those normally given through normal action of law.

13. **NOTICES.**

   Any notice to be given by either party shall be in writing and shall be either personally delivered or mailed by certified mail, postage prepaid, to the LANDLORD at the office where rent is payable as provided above and to the TENANT at the Premises.

14. **SUBORDINATION.**

   A. This Lease, at LANDLORD'S option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, TENANT'S right to quiet possession of the Premises shall not be disturbed if TENANT is not in default and so long as TENANT shall pay the rent and observe and perform all of the provisions of this Lease, unless this is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or
ground lease, and shall give written notice thereof to TENANT, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior to or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

B. TENANT agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be, within thirty (30) days after written demand for LANDLORD.

15. FORCE MAJEURE.

Time periods for LANDLORD’S or TENANT’S performance under any provisions of this Lease shall be extended for periods of time during which the non-performing party’s performance is prevented due to circumstances beyond the party’s control, including without limitation, strikes, embargoes, governmental regulations, acts of nature or war, and related strife.

16. GENERAL PROVISIONS.

A. This Lease shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any dispute will be Superior Court of Whatcom County, Washington.

B. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

C. This Lease contains all agreements of the parties with respect to any matter mentioned herein. This Lease may be modified in writing only, signed by the parties.

D. No waiver by LANDLORD of any provision hereof shall be deemed a waiver of any other provision, nor shall any subsequent breach by TENANT of the same or any other provision authorize or approve any subsequent breach by TENANT. The acceptance of rent hereunder by LANDLORD shall not be a waiver of any preceding breach by TENANT of any provision hereof, other than the failure of TENANT to pay the particular rent so accepted, regardless of LANDLORD’S knowledge of such preceding breach at the time of acceptance of such rent.

E. If TENANT remains in possession of the Premises or any part thereof, after the expiration of the term hereof with the consent of LANDLORD, such occupancy shall be a tenancy from month to month at a rental in the amount of the last month’s rental during the term plus all other charges payable hereunder, upon all the terms hereof.

F. No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

G. Each provision of this Lease performable by TENANT shall be deemed both a covenant and a condition.

H. Subject to the provision of this Lease restricting assignment or subletting by TENANT, this Lease shall bind both the LANDLORD and TENANT, their personal representatives, heirs, successors and assigns.

I. LANDLORD and LANDLORD’S agents shall have the right to enter the Premises during TENANT’S normal business hours by appointment for the purpose of inspecting the same, showing the same to prospective purchasers, or lenders and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as LANDLORD may deem necessary or desirable. LANDLORD may at any time
place on or about the Premises any ordinary "For Sale" signs and LANDLORD may at any time during the last one hundred twenty (120) days of the term hereof place on or about the Premises any ordinary "For Sale or Lease" signs, all without rebate of rent or liability to TENANT, upon receiving TENANT'S written approval, which shall not be unreasonably withheld.

J. The voluntary or other surrender of this Lease by TENANT, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of LANDLORD, operate as an assignment to LANDLORD of any or all of such subtenancies.

K. The term "LANDLORD" as used herein means the owner of the building. In the event of a sale of such building LANDLORD shall automatically be relieved of all obligations of LANDLORD hereunder, except for acts or omissions of LANDLORD theretofore occurring. In the event of a sale of such building, the Purchaser of said building shall assume all of the LANDLORD's obligations under this lease agreement.

L. Possession under terms of this lease shall be conditional on approval by necessary licensing authorities as to use of Premises as stated and if denied shall release both TENANT and LANDLORD from this Lease.

M. The LANDLORD shall further make available at least fifty (50) parking spaces for employee/client/patient use by the TENANT.

17. YEARLY ADJUSTMENT

On October 1 of every year the TENANT shall increase the total rent due and owing by the TENANT noted in section 3 by 2% per annum over and above the amounts due and owing on the subject contract for the precedent year. This adjustment shall begin October 1, 2014 as reflected in Section 3.A above, and shall be recalculated on October 1 of each succeeding year.

18. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, except a claim for injunctive relief, shall be settled by arbitration through Whatcom County Superior Court's procedures. The procedure for selection of the single arbitrator and the rules under which the arbitrator shall conduct the arbitration and make the award shall be determined in accordance with the Washington State Superior Court Mandatory Arbitration Rules and Whatcom County Superior Court Local Mandatory Arbitration Rules as they now exist or may hereafter be amended. Judgment upon the award may be entered in such court and thereafter in any court having competent jurisdiction in the matter. The arbitrator shall have full power under law and equity to conform final resolution of any dispute without regard to any monetary limits that may then otherwise be in force under the rules of arbitration then in existence in Whatcom County, Washington.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed this ___ day of _____________
______2014.

LANDLORD

By: GARY GOLDFOGL for the
GOLDFOGL FAMILY PARTNERSHIP

Goldfogel Family Partnership and
Whatcom County Health Department
STATE OF WASHINGTON  
COUNTY OF WHATCOM  

On this 19th day of March, 2014, before me personally appeared GARY GOLDFOGEL, for the GOLDFOGEL FAMILY PARTNERSHIP to me known as the individual described herein and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington: Residing at Bellingham  
My Commission Expires: 5/25/15

WHATCOM COUNTY:

__________________________
JACK LOUWS, Whatcom County Executive

STATE OF WASHINGTON  
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.

NOTARY PUBLIC in and for the State of Washington: Residing at Bellingham  
My Commission Expires: __________

WHATCOM COUNTY

APPROVED AS TO FORM:

__________________________
Daniel L. Gibson, Chief Senior Civil Deputy
LEASE FOR MORGUE AND MEDICAL EXAMINER FACILITY SPACE

ATTACHMENTS: Morgue Lease Agreement

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

The County Executive respectfully requests approval to sign this lease contract, which provides for the morgue and medical examiner facility space lease for a period of three years and five months, through September 30, 2017.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

Originating Department: County Executive
Contract or Grant Administrator: Tawni Helms
Contractor's / Agency Name: Goldfogel Family Partnership

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

Yes □ No □ If Amendment or Renewal, Original Contract #
Does contract require Council Approval? Yes □ No □

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

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

Is this contract the result of a RFP or Bid process? Contract
If yes, RFP and Bid number(s) Cost Center:

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

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

Contract Amount:(sum of original contract amount and any prior amendments)
$20,455.79 (May 1 through Sept. 30, 2014)
$50,075.78 (10/1/14 - 9/30/15)
$51,077.30 (10/1/15 - 9/30/16)
$52,098.85 (10/1/16 - 9/30/17)
This Amendment Amount:
$  
Total Amended Amount:
$

Summary of Scope: The is a 3 year, 5 month lease for the Morgue and Medical Examiner Office space at 1500 N. State Street in Bellingham

Term of Contract: 3 years, 5 months Expiration Date: 9/30/17

Contract Routing Steps & Signoff Sign or Initial Indicate date transmitted
1. Prepared by: twh Date: 3/21/14
2. Attorney reviewed:  
   Date: 3/25/14
3. AS Finance reviewed:  
   Date: 4/1/14
4. IT reviewed, if IT related: Date:
5. Corrections made:  
   Date: 4/1/14
6. Attorney signoff:  
   Date: 4/1/14
7. Contractor signed:  
   Date: 3/18/14
8. Submitted to Exec Office:  
   Date: 4/10/14
9. Council Approved (if required):  
   Date:
10. Executive signed:  
   Date:

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.

Last Edited 7/24/13
MEMORANDUM

TO: Whatcom County Council members

FROM: Jack Louws, County Executive

RE: Lease for Morgue and Medical Examiner Office space

DATE: March 21, 2014

Enclosed are two (2) originals of a lease agreement between Whatcom County and Goldfogel Family Partnership for your review and approval.

- **Background and Purpose**
  Dr. Goldfogel was appointed Medical Examiner for Whatcom County on June 23, 1992. He has served in this capacity since that time. Whatcom County has leased the existing Morgue space since July 1, 1993. The Morgue is a unique facility that has specific environmental requirements. There is no other adequate facility available at the current time that the County could move the morgue operations to. The County, on a separate request, will investigate long-term options for other locations in the future.

- **Funding Amount and Source**
  Basic rent per annum is $50,075.78 with annual adjustments made in following years of a 2% increase. Funding source is the General Fund.
  
  $20,455.79  (05/01/14 - 09/30/14)
  $50,075.78  (10/01/14 - 09/30/15)
  $51,077.30  (10/01/15 - 09/30/15)
  $52,098.85  (10/01/16 - 09/30/17)

- **Differences from Previous Contract**
  The term of this lease shall be for three years and five months commencing May 1, 2014. This lease replaces the lease between the parties contained in Whatcom County Contract No. 200307030, with its several extensions. However, the term of the lease shall commence only if the County has not purchased the premises and shall cease if the premises are purchased by the county after the commencement of the term of the lease.
COUNTY ORIGINAL

LEASE for MORGUE AND MEDICAL EXAMINER OFFICE
Goldfogel Family Partnership

This lease is made this 1st day of May, 2014, by and between the GOLDFOGEL FAMILY PARTNERSHIP, hereinafter referred to as LANDLORD, and WHATCOM COUNTY, hereinafter referred to as TENANT.

1. PREMISES.

LANDLORD hereby leases to the TENANT and TENANT leases from the LANDLORD for the term of this lease and at the rental and upon the conditions set forth below a portion of the premises located upon the real property situated in the City of Bellingham, County of Whatcom, State of Washington, LOTS 7-8 BLK 74, New Whatcom, commonly known as 1500 N. State Street. This lease shall be for two thousand nine-hundred and five (2,905 sq. ft.) square feet of medical office space which is Medical Examiner Space.

The space being rented is Suite C on the first floor, and Suite E on the second floor as shown on Attachment A. This space is currently being utilized by the Medical Examiner’s Office.

2. TERM.

A. The term of this lease shall be for three years and 5 months commencing May 1, 2014. This lease replaces the lease between the parties contained in Whatcom County Contract No. 200307030, with its several extensions. However, the term of the lease shall commence only if the County has not purchased the premises from Goldfogel Family Partnership prior to that date, and shall cease if the premises are purchased by the County after the commencement of the term of the lease.

B. The TENANT shall have the option to re-lease the subject property for one additional three year term, under the same terms and conditions, including all the terms and conditions as noted in paragraph 3. TENANT will notify LANDLORD of intention to renew on or before July 1, 2017.

3. RENT

A. TENANT shall pay to LANDLORD as basic rent $20,455.79 from May 1 through September 30, 2014. This sum shall be divided into five (5) equal payments of $4091.15. In consecutive years, TENANT shall pay to LANDLORD as basic rent $50,075.78 per annum, with annual adjustments made in following years as reflected in Section 17, below. This sum shall be divided into twelve (12) equal payments of $4,172.98, the first of which shall begin October 1, 2014. Should occupancy not encompass the full month at the beginning or ending of the lease term, rental amount shall be prorated by dividing by 30 days. All rent shall be payable in lawful money of the United States on or before the tenth day of each calendar month of the term, without any deduction or offset. LANDLORD shall submit monthly invoices for payment. A late charge of twenty-five dollars ($25.00) per day shall be charged whenever TENANT does not deliver said rent on or before the tenth day of each month. A failure to pay rent within five days after the tenth day of the month is deemed a material breach of this contract. Failure to promptly pay late fees is deemed a material breach of this contract.

4. MAINTENANCE, REPAIRS AND ALTERATIONS.

A. Except for damage caused by TENANT, its agents or invitees, the LANDLORD shall keep in good condition and repair all exterior portions of the premises, the foundation, exterior walls, roof, main water service, main electrical service, heating, ventilation, exterior windows, sewer system, storm drains, landscaping, parking lot, curbs, gutters, common areas, and all related items at no additional cost to TENANT.

Goldfogel Family Partnership and
Whatcom County ME/Morgue Space

Page 1 of 8
B. LANDLORD shall maintain and repair the interior portion of the premises including but not limited to the following items: outlets, light fixtures, toilets, faucets and end valves, drains, walls, ceilings, floors, and glass. At the termination of the term, TENANT shall deliver up possession of the interior of the premises in good condition and repair, only ordinary wear and tear excepted.

C. LANDLORD will provide and pay for appropriate janitorial services of the premises. The provider of janitorial services shall be deemed to be an independent contractor in all respects.

5. INDEMNIFICATION AND HOLD HARMLESS.

The TENANT agrees that it will at all times indemnify and hold LANDLORD harmless against all actions, claims, demands, costs, damages, or expenses of any kind on account thereof, including costs of defense, which may be brought or made against the LANDLORD or which the LANDLORD may pay or incur, by reason of the TENANT'S agents', employees' or representatives' negligent, reckless, or intentionally wrongful performance or failure to perform any of its obligations under this Lease.

The LANDLORD agrees that it will, at all times, indemnify and hold the TENANT harmless against all actions, claims, demands, costs, damages, or expense of any account thereof, including costs of defense which may be brought or made against the TENANT or which the TENANT may pay or incur, by reason of the LANDLORD'S agents', employees' or representatives' negligent, reckless, or intentionally wrongful performance or failure to perform any of its obligations under this Lease.

6. WAIVER OF SUBROGATION.

Whether the loss or damage is due to the negligence of either LANDLORD or TENANT, their agents or employees, LANDLORD and TENANT hereby release each other from responsibility for, and waive their entire claim of recovery against the other for (i) any loss or damage to the real or personal property of either located anywhere in the building, including the buildings itself, arising out of or incident to the occurrence of any perils which are covered by their respective fire insurance policies, with extended coverage endorsements, or (ii) loss resulting from business interruption at the premises or loss of rental income from the building.

7. DAMAGE OR DESTRUCTION.

A. If during the term of this Lease the Premises are totally or partially destroyed, or any other portion of the Building is damaged in such a way that TENANT'S use of the Premises is materially interfered with, from a risk which is or is not wholly covered by insurance, LANDLORD shall proceed with reasonable diligence to repair the damage or destruction and the Lease shall not be terminated; provided, however, that if in the opinion of the LANDLORD'S architect, the work of repair cannot be completed in One Hundred Twenty (120) days, either party may at its election terminate the Lease upon written notice given to the other party.

B. In case of destruction or damage which materially interferes with the TENANT'S use of the Premises, where the Lease is not terminated as above provided, rent shall be abated during the period required for the work or repair based upon the degree of interference with TENANT'S use of the Premises. Except for abatement of rent, TENANT shall have no claim against LANDLORD for any loss suffered by TENANT due to damage or destruction of the Premises or any work or repair undertaken as herein provided, except to the extent covered by LANDLORD'S insurance, so long as LANDLORD is in compliance with Section 8 below as it pertains to insurance coverage. If LANDLORD fails to maintain insurance coverage as required, then TENANT is not hereby prevented from seeking recovery from LANDLORD to the extent of its losses.
8. **UTILITIES, TAXES AND INSURANCE.**

The LANDLORD shall be responsible for paying any and all utilities and taxes. He shall also carry insurance against the risks of fire, other property damage and casualty, as well as commercial and general liability. Copies of the insurance carried by LANDLORD are attached hereto as Attachment B. The LANDLORD agrees to maintain those policies, or their equivalent, in full force and effect during the life of this lease agreement.

9. **ASSIGNMENT AND SUBLETTING.**

TENANT shall not voluntarily or by operation of law assign any part of TENANT'S interest in the Lease for Health Department purposes or in the Premises without LANDLORD'S prior written consent, which shall not be unreasonably withheld. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void and shall constitute a breach of this Lease.

10. **TENANT’S DEFAULT AND REMEDIES.**

   A. The occurrence of any one or more of the following events shall constitute a default and breach of the Lease by TENANT.

      i) The failure by TENANT to make any payment of rent or any other payment required to be made by TENANT hereunder, as and when due.

      ii) The failure by TENANT to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by TENANT, other than described in subparagraph (i) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT’S default is such that more than thirty (30) days are reasonably required for its cure, then TENANT shall not be deemed to be in default if TENANT commences such cure within said thirty day (30) period and thereafter diligently prosecutes such cure to completion.

   B. In the event of any such default or breach by TENANT, LANDLORD may at anytime thereafter, with or without notice or demand and without limiting LANDLORD in the exercise of any other right or remedy which LANDLORD may have by reason of such default or breach, terminate this Lease and all rights of TENANT hereunder by giving TENANT written notice of such termination. If LANDLORD so terminates this Lease, then LANDLORD may recover from TENANT the sum of:

      i) The monetary value at the time of payment of any unpaid rent which had been earned at the time of termination;

      ii) The monetary value at the time of payment of the amount by which the unpaid rent which would have been earned after termination exceeds the amount of such rental loss that the TENANT proves could have been reasonably avoided;

      iii) Any other amount necessary to compensate LANDLORD for all the detriment proximately caused by TENANT’S failure to perform TENANT’S obligations hereunder or which, in the ordinary course of things, would be likely to result therefrom, including leasing commissions and TENANT improvement expenses incurred in reletting the Premises;

Goldfogel Family Partnership and
Whatcom County ME/Morguc Space
iv) As used in subparagraphs (b)(i) and (b)(ii) above, the "monetary value at the time of payment" is computed by allowing interest at the rate of eight percent (8%) per annum. The value of the amount that could have been reasonably avoided shall include interest calculated at the same rate.

C. If TENANT vacates, abandons, or surrenders the Premises without LANDLORD'S consent, or if LANDLORD re-enters the Premises as provided below or takes possession of the Premises pursuant to legal proceedings, then, if LANDLORD does not elect to terminate this Lease, LANDLORD may, from time to time either recover all rent and other amounts payable hereunder as they become due or relet the Premises or any part thereof on behalf of TENANT for such term, on such terms as LANDLORD deems reasonable. In any event, LANDLORD has a duty to take such actions as are reasonable to avoid damages, and any such damages as could have been reasonably avoided shall be deducted from any amounts owed to the LANDLORD by TENANT.

D. Upon an Event of Default and giving notice of termination to TENANT, LANDLORD shall also have the right to re-enter the Premises and remove all persons and property therefrom. LANDLORD may cause property so removed from the Premises to be stored in a public warehouse or elsewhere at the expense and for the account of TENANT.

E. None of the following remedial actions, singly or in combination, shall be construed as an election by LANDLORD to terminate this Lease unless LANDLORD has in fact given TENANT written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease: any act by LANDLORD to maintain or preserve the Premises; any efforts by LANDLORD to relet the Premises; or the appointment of a receiver, upon the initiative of LANDLORD, to protect LANDLORD'S interest under this Lease.

11. DEFAULT BY LANDLORD.

In the event LANDLORD defaults under any term(s) or condition(s) of this Lease to perform its obligations within a reasonable time frame, but in no event longer than thirty (30) days following receipt of written notice from TENANT of such default, then in such event TENANT is hereby given the right to rectify such default on behalf of the LANDLORD and deduct the actual cost of such work required from the subsequent monthly rental payment until TENANT is fully reimbursed.

In the event TENANT, in its sole discretion, elects not to complete said improvements, or to otherwise rectify the situation caused by LANDLORD'S default, TENANT may, following thirty (30) days prior written notice of its intention to do so, terminate this Lease, and all rights and liabilities of the parties herein will thereby cease.

12. CONDEMNATION.

A. For purposes of this Paragraph:

i) "Condemnation" means (a) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemning and (b) a voluntary sale or transfer by LANDLORD to any condemning, either under threat of condemnation or while legal proceedings for condemnation are pending.

ii) "Date of taking" means the date the condemning has the right to possession of the property being condemned.

iii) "Award" means all compensation, sums or anything of value awarded, paid, or received on a total or partial condemnation.
iv) "Condemner" means any public or quasi-public authority, or private corporation, or individual, having the power of condemnation.

B. If during the term the building is totally taken by condemnation, this Lease shall terminate on the date of taking.

C. If during the term any portion of the Building or the attached parking facility, if any, is taken by condemnation this Lease shall remain in effect, except that TENANT may elect to terminate the Lease if such taking renders the Premises reasonably unsuitable for the TENANT'S continued use and occupation and if said condemnation cannot be remedied by LANDLORD within ninety (90) days of the taking. If TENANT elects to terminate the Lease pursuant to this provision, TENANT must do so by written notice given to the LANDLORD no later than sixty (60) days after the taking. If TENANT does not terminate the Lease within such period, the Lease shall continue in full force and effect, subject to abatement of rent as provided below.

D. If any portion of the building or the attached parking facilities, if any, is taken by condemnation and this Lease is not terminated, on the date of taking there shall be a prorate reduction in the rental rate as to that portion taken.

E. The award shall belong to and be paid over to the LANDLORD. TENANT waives any interest therein based upon the value of its leasehold interest hereunder, excepting any claim TENANT may have against the condemner only for TENANT'S moving expenses.

F. Nothing in this agreement shall give the TENANT, as a governmental body, any special right to condemn and/or request rights of condemnation beyond those normally given through normal action of law.

13. NOTICES.

Any notice to be given by either party shall be in writing and shall be either personally delivered or mailed by certified mail, postage prepaid, to the LANDLORD at the office where rent is payable as provided above and to the TENANT at the Premises.

14. SUBORDINATION.

A. This Lease, at LANDLORD'S option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, TENANT'S right to quiet possession of the Premises shall not be disturbed if TENANT is not in default and so long as TENANT shall pay the rent and observe and perform all of the provisions of this Lease, unless this is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to TENANT, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior to or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

B. TENANT agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be, within thirty (30) days after written demand for LANDLORD.
15. **FORCE MAJEURE.**

Time periods for LANDLORD'S or TENANT'S performance under any provisions of this Lease shall be extended for periods of time during which the non-performing party’s performance is prevented due to circumstances beyond the party's control, including without limitation, strikes, embargoes, governmental regulations, acts of nature or war, and related strife.

16. **GENERAL PROVISIONS.**

A. This Lease shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any dispute will be Superior Court of Whatcom County, Washington.

B. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

C. This Lease contains all agreements of the parties with respect to any matter mentioned herein. This Lease may be modified in writing only, signed by the parties.

D. No waiver by LANDLORD of any provision hereof shall be deemed a waiver of any other provision, nor shall any subsequent breach by TENANT of the same or any other provision authorize or approve any subsequent breach by TENANT. The acceptance of rent hereunder by LANDLORD shall not be a waiver of any preceding breach by TENANT of any provision hereof, other than the failure of TENANT to pay the particular rent so accepted, regardless of LANDLORD’S knowledge of such preceding breach at the time of acceptance of such rent.

E. If TENANT remains in possession of the Premises or any part thereof, after the expiration of the term hereof with the consent of LANDLORD, such occupancy shall be a tenancy from month to month at a rental in the amount of the last month's rental during the term plus all other charges payable hereunder, upon all the terms hereof.

F. No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

G. Each provision of this Lease performable by TENANT shall be deemed both a covenant and a condition.

H. Subject to the provision of this Lease restricting assignment or subletting by TENANT, this Lease shall bind both the LANDLORD and TENANT, their personal representatives, heirs, successors and assigns.

I. LANDLORD and LANDLORD’S agents shall have the right to enter the Premises during TENANT’S normal business hours by appointment for the purpose of inspecting the same, showing the same to prospective purchasers, or lenders and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as LANDLORD may deem necessary or desirable. LANDLORD may at any time place on or about the Premises any ordinary “For Sale” signs and LANDLORD may at any time during the last one hundred twenty (120) days of the term hereof place on or about the Premises any ordinary “For Sale or Lease” signs, all without rebate of rent or liability to TENANT, upon receiving TENANT’S written approval, which shall not be unreasonably withheld.
J. The voluntary or other surrender of this Lease by TENANT, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of LANDLORD, operate as an assignment to LANDLORD of any or all of such subtenancies.

K. The term "LANDLORD" as used herein means the owner of the building. In the event of a sale of such building LANDLORD shall automatically be relieved of all obligations of LANDLORD hereunder, except for acts or omissions of LANDLORD theretofore occurring. In the event of a sale of such building, the Purchaser of said building shall assume all of the LANDLORD's obligations under this lease agreement.

L. Possession under terms of this lease shall be conditional on approval by necessary licensing authorities as to use of Premises as stated and if denied shall release both TENANT and LANDLORD from this Lease.

17. YEARLY ADJUSTMENT

On October 1 of every year the TENANT shall increase the total rent due and owing by the TENANT noted in section 3 by 2% per annum over and above the amounts due and owing on the subject contract for the precedent year. This adjustment shall begin October 1, 2015 and shall be recalculated on October 1, of each succeeding year.

18. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, except a claim for injunctive relief, shall be settled by arbitration through Whatcom County Superior Court's procedures. The procedure for selection of the single arbitrator and the rules under which the arbitrator shall conduct the arbitration and make the award shall be determined in accordance with the Washington State Superior Court Mandatory Arbitration Rules and Whatcom County Superior Court Local Mandatory Arbitration Rules as they now exist or may hereafter be amended. Judgment upon the award may be entered in such court and thereafter in any court having competent jurisdiction in the matter. The arbitrator shall have full power under law and equity to conform final resolution of any dispute without regard to any monetary limits that may then otherwise be in force under the rules of arbitration then in existence in Whatcom County, Washington.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed this ___ day of ______________ 2014.

LANDLORD

By: GARY GOLDFGEL for the
GOLDFGEL FAMILY PARTNERSHIP

WHATCOM COUNTY

APPROVED AS TO FORM:

Daniel L. Gibson, Chief Civil Deputy
STATE OF WASHINGTON  )

COUNTY OF WHATCOM  )

On this ___ day of March, 2014, before me personally appeared GARY GOLDFOEL, for the GOLDFOEL FAMILY PARTNERSHIP to me known as the individual described herein and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )

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.

NOTARY PUBLIC in and for the State of
Washington: Residing at __________________
My Commission Expires: ________________
Agreement between Whatcom County and Catholic Community Services for mental health treatment services.

Provides funding for outpatient mental health treatment services to Whatcom County residents who have no other readily available source of funding to procure mental health services.
MEMORANDUM

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt, Director

RE: Catholic Community Services, Mental Health Treatment Services Contract

DATE: April 2, 2014

Enclosed are two (2) originals of a contract between Whatcom County and Catholic Community Services for your review and signature.

- **Background and Purpose**
  The purpose of this contract is to provide outpatient mental health treatment services to Whatcom County residents who have no other readily available source of funding to procure mental health services.

- **Funding Amount and Source**
  The contract is funded through 1/10th of 1% local mental health/chemical dependency sales tax revenue. Funding for this contract is included in the current budget. The agreement establishes reimbursement rates for services provided to clients. Total compensation will vary depending on the number of services provided and will be authorized by the Health Department. It’s estimated that this contract will be funded at $40,000 for the remainder of 2014 and is included in the 2014 budget. County Council approval is required because the contract exceeds $20,000.

- **Differences from Previous Contract**
  This is a new contract that is being issued pursuant RFP 14-10. The County has not contracted with this vendor for these services since 2011.

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

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Anne Deacon</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Catholic Community Services</td>
</tr>
</tbody>
</table>

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

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

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

**Is this the result of a RFP or Bid process?**
- Yes: No
- If yes, RFP and Bid number(s) 12-40
- Cost Center: 124100

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

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

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

The purpose of this contract is to provide outpatient mental health treatment services to Whatcom County residents who have no other readily available source of funding for mental health services.

**Term of Contract:** 1 Year
**Expiration Date:** December 31, 2014

**Contract Routing Steps & Signoff:**
1. Prepared by: ____________ Date: 2/27/14 [electronic]
2. Attorney reviewed: ____________________________ Date: 4/7/14 [electronic]
3. AS Finance reviewed: ____________________________ Date: 4/10/14 [electronic]
4. IT reviewed if IT related: ____________________________ Date: ____________________ [electronic] hard copy printed
5. Corrections made: ____________ Date: 4/11/14
6. Attorney signoff: ____________ Date: 4/1/14
7. Contractor signed: ____________ Date: 4/10/14 [summary via electronic; hardcopies]
8. Submitted to Exec Office: ____________ Date: 4/10/14
9. Council approved (if necessary): ____________ Date: 
10. Executive signed: ____________ Date: 
11. Contractor Original Returned to dept: ____________ Date: 
12. County Original to Council: ____________ Date: 

[Whatcom County Contract No. 201404013]
COUNTY ORIGINAL

CONTRACT FOR SERVICES AGREEMENT
MENTAL HEALTH TREATMENT SERVICES (BHAP)

Catholic Community Services, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 7,
- Exhibit A (Scope of Work), pp. 8 to 11,
- Exhibit B (Compensation), p. 12,
- Exhibit C (Certificate of Insurance), p. 13,

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

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

The general purpose or objective of this Agreement is to provide mental health treatment services, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall vary, depending upon County pre-authorizations. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of April, 2014.

CONTRACTOR:

[Signature]

Will Rice, Regional COO

STATE OF WASHINGTON

COUNTY OF ____________

On this ____ day of April, 2014, before me personally appeared Will Rice, Regional Chief of Operations, to me known to be the Regional Chief of Operations (title) of Catholic Community Services and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

LINDA L. CREUTZ
NOTARY PUBLIC
IN AND FOR THE STATE OF WASHINGTON

[Signature]

NOTARY PUBLIC in and for the State of Washington, residing at Whatcom Co. My commission expires 11/10/14.
WHATCOM COUNTY:
Recommended for Approval:
Regina Delahunt, Director Date

Approved as to form:
Royce Buckingham, Civil Deputy Prosecutor Date

Approved:
Accepted for Whatcom County:

By: ________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON ss
COUNTY OF WHATCOM ss

On this ______ day of ________________________, 2014, 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:
Catholic Community Services
Will Rice, Regional COO
515 Lakeway Dr.
Bellingham, WA 98225
360-676-2187
WillR@ccsww.org
GENERAL CONDITIONS

Series 30-39: Provisions Related to Administration of Agreement

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

Series 10-19: Provisions Related to Term and Termination

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

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

11.1 Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon the 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 interest 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" and Exhibit "D" 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 Exhibit "D" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of
appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

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

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

22.1 **Withholding Payment:**
In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to the Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling the 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 shall be final and conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) to cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to withhold the same 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 the Contractor by reason of good faith withholding by the County under this clause.

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

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

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

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

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

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

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. The Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. The 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 the 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. The 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 the following insurance:

Industrial Liability per occurrence - $1,000,000

In the event Contractor cancels or does not renew or extend existing claims made insurance coverage Contractor will obtain tail coverage to cover any claims filed for a period of 3 years subsequent to the termination of the original policy.

A certificate of such insurance is attached hereto as Exhibit "C".

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

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

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

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

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

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

Anne Deacon, Human Services Manager
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724, ext. #50877
adeacon@whatcomcounty.us

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

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

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. The Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

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

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

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

The purpose of the program is to provide needed mental health treatment services in an outpatient setting to Whatcom County residents who have no readily available source of funding to procure them independently. This program has been designed in response to a County comprehensive behavioral health plan that recognized the need to provide these mental health treatment services in order to bridge the current gaps in the continuum of care. This plan addresses residents who are currently engaged in County-funded behavioral health services, as well as residents who are not engaged in County-funded behavioral health services but demonstrate a need for treatment. Without that treatment they are likely to suffer from deteriorating mental health that could lead to lost productivity, troubled social and family relationships, criminal justice involvement, or more expensive health care interventions.

II. Statement of Work

The Contractor will provide outpatient mental health treatment services that may include initial assessment, individualized treatment planning, treatment, medication evaluation and management, and case management. These mental health treatment services will be delivered in response to medical/clinical necessity with a focus on problem/symptom stabilization or resolution. Referrals to other indicated support services, and coordination of care with other professionals, will be part of treatment services. The intensity and type of services provided will be determined by the Contractor and will reflect the assessment results and treatment plan.

Treatment services identified in this agreement shall be provided by Washington State licensed/certified Mental Health Professionals with the exception of Case Management services. Licensed community mental health agencies may use staff licensed at the Associate level as per RCW 18.225.145. Bachelor level or non-licensed Masters or Ph.D. level clinician may provide Case Management if clinically supervised by a licensed Mental Health Professional. The Contractor shall abide by the professional standards and general requirements of its licensing authority while providing mental health services under this contract. The Contractor shall also adhere to the Codes of Ethics specific to its professional license(s).

Clients served under this contract will be referred formally to treatment through a County determined process. Individuals or families qualified to receive services under this agreement are those who have no other source of readily available funding and who demonstrate a need for mental health treatment. Priority for services will be given to those residents who are current participants in County-funded Human Services programs and may suffer relapse or recidivism if treatment is not accessed. Residents who are not currently participating in County-funded programs, but likely will suffer deteriorating mental health without treatment, will be offered services as funding is available.

The County will reimburse the Contractor according to the rate schedule contained in Exhibit "D." The Contractor will assess co-pays according to a sliding fee scale for those clients who qualify. These co-pays may be waived by the Contractor with sufficient documentation of hardship in the client chart. In the event that a current client's financial status changes, a reevaluation of co-pay status shall occur. The Contractor will inquire about financial status no less than once monthly.

EXHIBIT "A"
SCOPE OF WORK
Initial appointments for services shall be offered within the time periods noted under the Program Requirements section below. Exceptions may be allowed with approval from the County.

Upon completion of a treatment episode, a discharge summary will be written and placed in the client chart. Client charts shall be established for every individual/family served under this agreement and stored according to all state and federal laws regulating confidentiality and client record keeping.

The “Behavioral Health Access Program Implementation Guide” (hereafter referred to as “the Guide”) is incorporated into this agreement by reference as presently adopted or subsequently amended. The Guide can be accessed at http://www.whatcomcounty.us/health/contracting.jsp. The Contractor will comply with the administrative and programmatic criteria outlined in the Guide in providing all services. The Guide may be amended or updated with prior notification by the County without a contract amendment.

III. Program Requirements

A. Referral and Initial Appointment

A Referral Form will be sent via confidential fax to the Contractor by an authorized referent when a qualified client has been deemed appropriate for program services. The Contractor shall contact the prospective client upon receipt of the referral and offer an initial appointment for routine care within 10 business days. In the event that a clinical need for treatment appears urgent, an initial appointment will be offered within 3 business days.

In the event that the authorized referent is also the Contractor, i.e., a self-referral, the referral form will be sent via confidential fax to the County’s Human Services Division of the Health Department for review and final authorization of the referral. Treatment services delivered under this contract shall not be reimbursed without final authorization from the County under these self-referral circumstances.

A financial agreement will be completed during the initial appointment with the client and co-pay per service will be assessed using the sliding fee scale contained in the Guide. The Contractor may waive the co-pay if deemed a hardship for the client and documented in the client chart.

B. Assessment

During the initial appointment, a mental health assessment will be completed. In the case where a current assessment exists, that assessment may be reviewed and updated to reflect current clinical status and placed in the client chart with the Contractor’s signature of agreement with the assessment results. The purpose of an initial appointment with a Psychiatrist or a Mid-level Provider (ARNP or Physician Assistant) is for a Medication Evaluation and to confirm the diagnostic and clinical presentation.

The initial assessment shall document the presenting mental health concern that subsequently will be addressed in the Individualized Treatment Plan. Upon completion of the initial assessment, if medical/clinical necessity is determined to exist, ongoing treatment will be established and documentation of that disposition will be placed in the client chart.
C. Treatment Planning

An Individualized Treatment Plan (ITP) will be completed for each client no later than the second session. It will be developed in collaboration with the client, using language easily understood by the client. It will be used as a working document that can be modified or updated as needed to reflect current treatment interventions and goals. The identified goals shall help determine when the treatment episode will be completed.

The identified goals shall be focused on problems/symptoms that can be treated effectively in approximately eight to ten treatment sessions, exclusive of medication evaluations and management. Treatment modalities utilized in treatment shall be those that can produce effective and positive outcomes within the eight (8) to ten (10) session treatment episodes.

It is incumbent upon the Contractor to inform the client at the initiation of treatment of the focused scope of the treatment benefit offered under this contract. Long term treatment and/or treatment goals that cannot be reasonably achieved within eight to ten sessions are not a covered benefit in this contract.

Case Management services may continue beyond an eight to ten session treatment episode. Clinical necessity for continued case management services must be documented in the client chart.

D. Treatment Services

All treatment and case management services provided will be guided by the ITP. Frequency and modality of services will be determined by the Contractor in response to clinical need and identified in the ITP. Progress notes will be generated for each contact and incorporated into the client chart. Treatment and case management services shall be directed to stabilize problematic symptoms and/or behaviors, build skills, improve positive activities of daily living, and promote ongoing recovery.

Case Management services shall be directed to improve the client's positive activities of daily living, access identified treatment and/or other services, engage client in ongoing participation in treatment and other identified services, monitor and encourage medication and treatment compliance, secure housing, establish a positive social support network, achieve job readiness, provide individualized education about mental illness, and help to identify and establish behaviors that will optimize ongoing recovery. Case Management services provided in face-to-face contact with the client are eligible for reimbursement under this contract. Reimbursement for non-face-to-face service is not a covered benefit.

The Contractor shall coordinate ongoing care with other professionals who are working with the client and shall ensure that appropriate releases of information are in place. When indicated, the Contractor shall refer to and engage the client in other necessary services which may include chemical dependency assessment and treatment, employment or literacy services, support services, housing assistance, etc.

The Contractor shall have a system in place for after-hours response in the event of an emergency, to include the capacity for person-to-person telephone contact at a minimum.
E. Discharge

Discharge from treatment services shall be documented on a discharge form provided by the County and placed in the client chart. In the event that a client fails to continue engagement in agreed-upon treatment services, the Contractor will make at least three separate attempts to re-engage the client. Exceptions to this requirement may be allowed with approval of the County. If a client unilaterally terminates treatment, including a failure to return to scheduled appointments, the Contractor shall make efforts to ensure that safety of the client and the community has been evaluated. If necessary, action shall be taken to notify the County and appropriate authorities if further safety measures are needed.

IV. Auditing and Monitoring

The County shall conduct on-site contract monitoring as needed to assure that contract terms are being met. Frequency will be determined by the County and will be communicated to the Contractor in advance of each visit. The purpose of the visit is to monitor compliance with contract performance criteria and the requirements of the contract. Written documentation of each on-site visit will be kept on file by the County. The Contractor will allow the County access to client files as well as personnel files of those clinicians who have delivered mental health services under this contract.

In the event of identified or outstanding review findings, the Contractor will take appropriate corrective action, as identified by the County, to mitigate risk or resolve the findings.

V. Reporting Requirements

On a monthly basis, the Contractor will submit a list of program participants, noted by client identification number only, who initiated treatment in the time period. The corresponding referral forms, with names and addresses redacted, will be attached to the list. The Contractor will also provide a list of all program participants, noted by client identification number only, who received services in the time period along with the type and number of sessions or hours of service delivered per client.

The County may require additional data to aid in program evaluation.
EXHIBIT “B”
COMPENSATION

I. Budget and Funding

The source of funding for this contract is the Chemical Dependency/Mental Health Program Fund.

The County will authorize the Contractor to perform a specified not-to-exceed level of service during the contract period. The County will reimburse the Contractor for the services that the County authorizes, up to the not-to-exceed level of authorization. The County will not reimburse the Contractor for services and service levels that are not authorized. The County will reimburse the Contractor according to the treatment rate schedule contained in Exhibit “D,” Mental Health Reimbursement Rates.

II. Invoicing

1. The Contractor shall submit itemized invoices no more than once monthly in a format provided by the County. HCFAs will not be accepted.

2. The Contractor shall submit invoices to (include contract #):

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

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

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

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

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

6. Recovery of Costs Claimed in Error: If the Contractor claims or the County reimburses for expenditures under this Agreement which the County later find were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.
**Certificate of Coverage**

**Date:** 9/11/2013

**Certificate Holder**
Corporation of the Catholic Archbishop of Seattle
Chancery Office
710 9th Ave
Seattle, WA 98104

**Company Affording Coverage**
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

**Covered Location**
Catholic Community Services
100 23rd Ave. S.
Seattle, WA 98144-2302

**Coversages**

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

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<td>7/1/2013</td>
<td>7/1/2014</td>
<td>Each Occurrence 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Annual Aggregate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Limit/Coverage</td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles/Special Items**

The following language supersedes any other language in this endorsement or the Certificate in conflict with this language.

Coverage only extends to Whatcom County for claims directly arising from an act or omission of Catholic Community Services (CCS) provided such claim occur from CCS's performance of a contractual service for or on behalf of Whatcom County. This extension of coverage applies to all contracts between CCS & Whatcom County. Includes CMRS XS Auto $1.9M XS $100K SI. This cov does not incl Professional Liab; specifically excludes any action, error or omission of psychiatrists. This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

**Holder of Certificate**

**Cancellation**

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative:

0064002715
ENDORSEMENT
(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 7/1/2013
Cancellation Date of Endorsement: 7/1/2014

Certificate Holder: Corporation of the Catholic Archbishop of Seattle
Chancery Office
710 9th Ave
Seattle, WA 98104

Location:
Catholic Community Services
100 23rd Ave. S.
Seattle, WA 98144-2302

Certificate No. 8558 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)

Whatcom County

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends to Whatcom County for claims directly arising from an act or omission of Catholic Community Services (CCS) provided such claim occur from CCS's performance of a contractual service for or on behalf of Whatcom County. This extension of coverage applies to all contracts between CCS & Whatcom County. Includes CMRS XS Auto $1.9M XS $100K SI. This cov does not incl Professional Liab; specifically excludes any action, error or omission of psychiatrists. This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

Authorized Representative
## EXHIBIT “D”
MENTAL HEALTH REIMBURSEMENT RATES

<table>
<thead>
<tr>
<th>CPT/Billing Code</th>
<th>Psychiatrist</th>
<th>Mid-level Provider</th>
<th>Licensed MH Professional</th>
<th>BA-level Clinician</th>
</tr>
</thead>
<tbody>
<tr>
<td>90791 - Intake Assessment</td>
<td>N/A</td>
<td>N/A</td>
<td>$115</td>
<td>N/A</td>
</tr>
<tr>
<td>90792 - Initial Medication Evaluation</td>
<td>$200</td>
<td>$140</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>90832 - Brief Therapy Session (20 minutes minimum)</td>
<td>N/A</td>
<td>N/A</td>
<td>$45</td>
<td>N/A</td>
</tr>
<tr>
<td>90834/90847 - Full Therapy Session (50 minutes minimum)</td>
<td>N/A</td>
<td>N/A</td>
<td>$90</td>
<td>N/A</td>
</tr>
<tr>
<td>90853 - Group Therapy</td>
<td>N/A</td>
<td>N/A</td>
<td>$35/client hour</td>
<td>N/A</td>
</tr>
<tr>
<td>MMGT – Medication Management (20 minutes minimum)</td>
<td>$90</td>
<td>$64</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>CM – Case Management (Billed in 15-minute increments)</td>
<td>N/A</td>
<td>N/A</td>
<td>$80/hour</td>
<td>$80/hour</td>
</tr>
</tbody>
</table>
Agreement between Whatcom County and Interfaith Community Health Center for mental health treatment services.

Provides funding for outpatient mental health treatment services to Whatcom County residents who have no other readily available source of funding to procure mental health services.
Enclosed are two (2) originals of a contract between Whatcom County and Interfaith Community Health Center for your review and signature.

**Background and Purpose**

The purpose of this contract is to provide outpatient mental health treatment services to Whatcom County residents who have no other readily available source of funding to procure mental health services.

**Funding Amount and Source**

The contract is funded through 1/10th of 1% local mental health/chemical dependency sales tax revenue. Funding for this contract is included in the current budget. The agreement establishes reimbursement rates for services provided to clients. Total compensation will vary depending on the number of services provided and will be authorized by the Health Department. It's estimated that this contract will be funded at $57,000 for the period May 1 – December 31, 2014 and is included in the 2014 budget. County Council approval is required because the contract exceeds $20,000.

**Differences from Previous Contract**

This is a new contract that is being issued pursuant RFP 14-10. Contractor provided these services under a previous contract for the period May 1, 2011 through April 31, 2014. The last site visit with the contractor for these services was August 27, 2013.

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

Encl.
# WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Anne Deacon</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Interfaith Community Health Center</td>
</tr>
</tbody>
</table>

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

**Is this a grant agreement?**
- Yes ____ No _X_  
  - If yes, grantor agency contract number(s) ______________________
  - CFDA number ______________________

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

**Is this the result of a RFP or Bid process?**
- Yes _X_ No ____
  - If yes, RFP and Bid number(s) __12-40____
  - Cost Center: __124100____

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

**Contract Amount (sum of orig contract amt and any prior amendments):**
- Varies depending on County authorization.

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

The purpose of this contract is to provide outpatient mental health treatment services to Whatcom County residents who have no other readily available source of funding for mental health services.

**Term of Contract: 1 Year** | **Expiration Date: December 31, 2014**
---|---

**Contract Routing Steps & Signoff:**  
1. Prepared by: _______  
2. Attorney reviewed:  
3. AS Finance reviewed: ___  
4. IT reviewed if IT related  
5. Corrections made:  
6. Attorney signoff:  
7. Contractor signed:  
8. Submitted to Exec Office  
9. Council approved (if necessary):  
10. Executive signed:  
11. Contractor Original Returned to dept:  
12. County Original to Council  

**Indicate date transmitted**
- Date 2/27/14 [electronic]
- Date 4/10/14 [electronic]
- Date 4/14/14 [electronic]
- Date 4/9/14 [electronic]
- Date 4/10/14 [summary via electronic; hardcopies]
- Date 4/14-14 [summary via electronic; hardcopies]
CONTRACT FOR SERVICES AGREEMENT
MENTAL HEALTH TREATMENT SERVICES (BHAP)

Interfaith Community Health Center, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 7,
Exhibit A (Scope of Work), pp. 8 to 11,
Exhibit B (Compensation), p. 12,
Exhibit C (Certificate of Insurance), p. 13,

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

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

The general purpose or objective of this Agreement is to provide mental health treatment services, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall vary, depending upon County pre-authorizations. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 7th day of April, 2014.

CONTRACTOR:

__________________________
Desmond Skubi, Executive Director

STATE OF WASHINGTON
COUNTY OF Whatcom

On this 7th day of April, 2014, before me personally appeared Desmond Skubi, to me known to be the Executive Director (title) of Catholic Community Services and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

__________________________
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 06/08/2017.
WHATCOM COUNTY:
Recommended for Approval:

Regina Delahunt, Director Date 4/10/14

Approved as to form:

Royce Buckingham, Civil Deputy Prosecutor Date 4/18/14

Approved:
Accepted for Whatcom County:

By: ____________________
Jack Louws, Whatcom 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
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:
Desmond Skubi, Executive Director
Interfaith Community Health Center
1616 Cornwall Ave. Suite 205
Bellingham, WA 98225
360-788-2620
Des_skubi@interfaithchc.org
GENERAL CONDITIONS

Series 30-39: Provisions Related to Administration of Agreement

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

Series 10-19: Provisions Related to Term and Termination

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

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

11.1 Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon the 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" and Exhibit "D" 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 Exhibit "D" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of
appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

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

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

22.1 **Withholding Payment:**
In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to the Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling the 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 Administrator Office 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 the Contractor by reason of good faith withholding by the County under this clause.

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

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

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

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

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

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

HL_050114_Interfaith-MH_TX_Services
30.3 **No Guarantee of Employment:**
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

32.1 **Confidentiality:**
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. The Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. The 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 the 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. The 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 the following insurance:

Professional Liability per occurrence - $1,000,000

In the event Contractor cancels or does not renew or extend existing claims made insurance coverage Contractor will obtain tail coverage to cover any claims filed for a period of 3 years subsequent to the termination of the original policy.

A certificate of such insurance is attached hereto as Exhibit "C".

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

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

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

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

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

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

Anne Deacon, Human Services Manager
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724, ext. #50877
adeacon@whatcomcounty.us

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

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

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. The Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

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

44.1 Survival:
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 38.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.
EXHIBIT "A"
SCOPE OF WORK

I. Background

The purpose of the program is to provide needed mental health treatment services in an outpatient setting to Whatcom County residents who have no readily available source of funding to procure them independently. This program has been designed in response to a County comprehensive behavioral health plan that recognized the need to provide these mental health treatment services in order to bridge the current gaps in the continuum of care. This plan addresses residents who are currently engaged in County-funded behavioral health services, as well as residents who are not engaged in County-funded behavioral health services but demonstrate a need for treatment. Without that treatment they are likely to suffer from deteriorating mental health that could lead to lost productivity, troubled social and family relationships, criminal justice involvement, or more expensive health care interventions.

II. Statement of Work

The Contractor will provide outpatient mental health treatment services that may include initial assessment, individualized treatment planning, treatment, medication evaluation and management, and case management. These mental health treatment services will be delivered in response to medical/clinical necessity with a focus on problem/symptom stabilization or resolution. Referrals to other indicated support services, and coordination of care with other professionals, will be part of treatment services. The intensity and type of services provided will be determined by the Contractor and will reflect the assessment results and treatment plan.

Treatment services identified in this agreement shall be provided by Washington State licensed/certified Mental Health Professionals with the exception of Case Management services. Licensed community mental health agencies may use staff licensed at the Associate level as per RCW 18.225.145. Bachelor level or non-licensed Masters or Ph.D. level clinician may provide Case Management if clinically supervised by a licensed Mental Health Professional. The Contractor shall abide by the professional standards and general requirements of its licensing authority while providing mental health services under this contract. The Contractor shall also adhere to the Codes of Ethics specific to its professional license(s).

Clients served under this contract will be referred formally to treatment through a County determined process. Individuals or families qualified to receive services under this agreement are those who have no other source of readily available funding and who demonstrate a need for mental health treatment. Priority for services will be given to those residents who are current participants in County-funded Human Services programs and may suffer relapse or recidivism if treatment is not accessed. Residents who are not currently participating in County-funded programs, but likely will suffer deteriorating mental health without treatment, will be offered services as funding is available.

The County will reimburse the Contractor according to the rate schedule contained in Exhibit "D." The Contractor will assess co-pays according to a sliding fee scale for those clients who qualify. These co-pays may be waived by the Contractor with sufficient documentation of hardship in the client chart. In the event that a current client's financial status changes, a reevaluation of co-pay status shall occur. The Contractor will inquire about financial status no less than once monthly.
Initial appointments for services shall be offered within the time periods noted under the Program Requirements section below. Exceptions may be allowed with approval from the County.

Upon completion of a treatment episode, a discharge summary will be written and placed in the client chart. Client charts shall be established for every individual/family served under this agreement and stored according to all state and federal laws regulating confidentiality and client record keeping.

The "Behavioral Health Access Program Implementation Guide" (hereafter referred to as "the Guide") is incorporated into this agreement by reference as presently adopted or subsequently amended. The Guide can be accessed at [http://www.whatcomcounty.us/health/contracting.jsp](http://www.whatcomcounty.us/health/contracting.jsp). The Contractor will comply with the administrative and programmatic criteria outlined in the Guide in providing all services. The Guide may be amended or updated with prior notification by the County without a contract amendment.

III. Program Requirements

A. Referral and Initial Appointment

A Referral Form will be sent via confidential fax to the Contractor by an authorized referent when a qualified client has been deemed appropriate for program services. The Contractor shall contact the prospective client upon receipt of the referral and offer an initial appointment for routine care within 10 business days. In the event that a clinical need for treatment appears urgent, an initial appointment will be offered within 3 business days.

In the event that the authorized referent is also the Contractor, i.e., a self-referral, the referral form will be sent via confidential fax to the County's Human Services Division of the Health Department for review and final authorization of the referral. Treatment services delivered under this contract shall not be reimbursed without final authorization from the County under these self-referral circumstances.

A financial agreement will be completed during the initial appointment with the client and a co-pay per service will be assessed using the sliding fee scale contained in the Guide. The Contractor may waive the co-pay if deemed a hardship for the client and documented in the client chart.

B. Assessment

During the initial appointment, a mental health assessment will be completed. In the case where a current assessment exists, that assessment may be reviewed and updated to reflect current clinical status and placed in the client chart with the Contractor's signature of agreement with the assessment results. The purpose of an initial appointment with a Psychiatrist or a Mid-level Provider (ARNP or Physician Assistant) is for a Medication Evaluation and to confirm the diagnostic and clinical presentation.

The initial assessment shall document the presenting mental health concern that subsequently will be addressed in the Individualized Treatment Plan. Upon completion of the initial assessment, if medical/clinical necessity is determined to exist, ongoing treatment will be established and documentation of that disposition will be placed in the client chart.
C. Treatment Planning

An Individualized Treatment Plan (ITP) will be completed for each client no later than the second session. It will be developed in collaboration with the client, using language easily understood by the client. It will be used as a working document that can be modified or updated as needed to reflect current treatment interventions and goals. The identified goals shall help determine when the treatment episode will be completed.

The identified goals shall be focused on problems/symptoms that can be treated effectively in approximately eight to ten treatment sessions, exclusive of medication evaluations and management. Treatment modalities utilized in treatment shall be those that can produce effective and positive outcomes within the eight (8) to ten (10) session treatment episodes.

It is incumbent upon the Contractor to inform the client at the initiation of treatment of the focused scope of the treatment benefit offered under this contract. Long term treatment and/or treatment goals that cannot be reasonably achieved within eight to ten sessions are not a covered benefit in this contract.

Case Management services may continue beyond an eight to ten session treatment episode. Clinical necessity for continued case management services must be documented in the client chart.

D. Treatment Services

All treatment and case management services provided will be guided by the ITP. Frequency and modality of services will be determined by the Contractor in response to clinical need and identified in the ITP. Progress notes will be generated for each contact and incorporated into the client chart. Treatment and case management services shall be directed to stabilize problematic symptoms and/or behaviors, build skills, improve positive activities of daily living, and promote ongoing recovery.

Case Management services shall be directed to improve the client’s positive activities of daily living, access identified treatment and/or other services, engage client in ongoing participation in treatment and other identified services, monitor and encourage medication and treatment compliance, secure housing, establish a positive social support network, achieve job readiness, provide individualized education about mental illness, and help to identify and establish behaviors that will optimize ongoing recovery. Case Management services provided in face-to-face contact with the client are eligible for reimbursement under this contract. Reimbursement for non-face-to-face service is not a covered benefit.

The Contractor shall coordinate ongoing care with other professionals who are working with the client and shall ensure that appropriate releases of information are in place. When indicated, the Contractor shall refer to and engage the client in other necessary services which may include chemical dependency assessment and treatment, employment or literacy services, support services, housing assistance, etc.

The Contractor shall have a system in place for after-hours response in the event of an emergency, to include the capacity for person-to-person telephone contact at a minimum.
E. Discharge

Discharge from treatment services shall be documented on a discharge form provided by the County and placed in the client chart. In the event that a client fails to continue engagement in agreed-upon treatment services, the Contractor will make at least three separate attempts to re-engage the client. Exceptions to this requirement may be allowed with approval of the County. If a client unilaterally terminates treatment, including a failure to return to scheduled appointments, the Contractor shall make efforts to ensure that safety of the client and the community has been evaluated. If necessary, action shall be taken to notify the County and appropriate authorities if further safety measures are needed.

IV. Auditing and Monitoring

The County shall conduct on-site contract monitoring as needed to assure that contract terms are being met. Frequency will be determined by the County and will be communicated to the Contractor in advance of each visit. The purpose of the visit is to monitor compliance with contract performance criteria and the requirements of the contract. Written documentation of each on-site visit will be kept on file by the County. The Contractor will allow the County access to client files as well as personnel files of those clinicians who have delivered mental health services under this contract.

In the event of identified or outstanding review findings, the Contractor will take appropriate corrective action, as identified by the County, to mitigate risk or resolve the findings.

V. Reporting Requirements

On a monthly basis, the Contractor will submit a list of program participants, noted by client identification number only, who initiated treatment in the time period. The corresponding referral forms, with names and addresses redacted, will be attached to the list. The Contractor will also provide a list of all program participants, noted by client identification number only, who received services in the time period along with the type and number of sessions or hours of service delivered per client.

The County may require additional data to aid in program evaluation.
EXHIBIT “B”
COMPENSATION

I. Budget and Funding

The source of funding for this contract is the Chemical Dependency/Mental Health Program Fund.

The County will authorize the Contractor to perform a specified not-to-exceed level of service during the contract period. The County will reimburse the Contractor for the services that the County authorizes, up to the not-to-exceed level of authorization. The County will not reimburse the Contractor for services and service levels that are not authorized. The County will reimburse the Contractor according to the treatment rate schedule contained in Exhibit “D,” Mental Health Reimbursement Rates.

II. Invoicing

1. The Contractor shall submit itemized invoices no more than once monthly in a format provided by the County. HCFAs will not be accepted.

2. The Contractor shall submit invoices to (include contract #):

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

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

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

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

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

6. Recovery of Costs Claimed in Error: If the Contractor claims or the County reimburses for expenditures under this Agreement which the County later find were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.
EXHIBIT "C"
PROOF OF INSURANCE
This is a Claims Made Policy
RENEWAL DECLARATIONS

ITEM I: NAME INSURED AND ADDRESS:
Interfaith Community Health Center
1616 Cornwall Avenue, Suite 205
Bellingham, WA 98225

ITEM II: POLICY PERIOD (12:01 a.m. at place of issue)
FROM: 01/01/2014 TO: 01/01/2015

ITEM III: ANNUAL PREMIUM:
$82,345

ITEM IV: COVERAGE AND LIMITS OF LIABILITY

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIABILITY Type</th>
<th>EACH CLAIM</th>
<th>ANNUAL AGGREGATE</th>
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<tbody>
<tr>
<td>Coverage A</td>
<td>Medical Professional Liability – Primary</td>
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<tr>
<td>Coverage B</td>
<td>Comprehensive General Liability – Primary</td>
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<td>$5,000,000</td>
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<td>Coverage C</td>
<td>Employee Benefit Liability – Primary</td>
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<td>Coverage D</td>
<td>Directors &amp; Officers Liability – Primary</td>
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<tr>
<td>Coverage E</td>
<td>Employment Practices Liability – Primary</td>
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<tr>
<td>Excess Coverage</td>
<td>Single Shared Limit As Shown On END 019</td>
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Note: Certain additional coverages within these standard forms have sub-limits and/or deductibles. See coverage forms.

ITEM V: FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:
The following forms and endorsements are attached to and form a part of this Policy:

JAC 003 05/12 Policy Jacket
DEC 005 05/12 Declarations Page
SCHL 001 05/12 Schedule
CA 001 05/12 Health Care Facility Coverage Agreement – Claims Made Form
CA 004 05/12 Employee Benefit Liability Coverage Agreement
CA 006 05/12 Directors and Officers Liability Coverage Agreement and Errors and Omissions Liability
CA 097 05/12 Employment Practices Liability Coverage Agreement
PC 001 05/12 Agreement Conditions
DEF 001 05/12 Defense, Settlement, Supplementary Payments Agreement - Health Care Facilities
END 006 05/12 Physical and Sexual Abuse Limitation Endorsement
END 010 05/12 Additional Insured Endorsement
This policy shall not be valid unless countersigned by a duly authorized representative of the COMPANY.

Gregg L. Hanson  
President & CEO

Richard Hayes  
Treasurer
<table>
<thead>
<tr>
<th>CPT/Billing Code</th>
<th>Psychiatrist</th>
<th>Mid-level Provider</th>
<th>Licensed MH Professional</th>
<th>BA-level Clinician</th>
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<tr>
<td>90791 - Intake Assessment</td>
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<td>90792 - Initial Medication Evaluation</td>
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<td>90834/90847 - Full Therapy Session (50 minutes minimum)</td>
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<td>90853 - Group Therapy</td>
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<td>MGMT - Medication Management (20 minutes minimum)</td>
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<td>CM - Case Management (Billed in 15-minute increments)</td>
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<td>N/A</td>
<td>$80/hour</td>
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</table>
**TITLE OF DOCUMENT:**
Executive Office of the President Office of National Drug Control Policy
Grant Agreement Award Number G14NW00044

**ATTACHMENTS:**

| SEPA review required? | ( ) Yes | ( X ) No |
| SEPA review completed? | ( ) Yes | ( X ) No |

| Should Clerk schedule a hearing? | ( ) Yes | ( X ) No |

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

Grant from the Executive Office of the President Office of National Drug Control Policy supports the Northwest High Intensity Drug Trafficking Areas (HIDTA) Border Task Force Prosecution Initiative from January 1, 2014 through December 31, 2015. The grant provides funding for one prosecutor and one secretary in the Prosecuting Attorney’s Office and the New World Systems Corporation software maintenance for the AS400/State NCIC Interface. Total grant is $175,073.00

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
DATE: April 1, 2014
RE: Executive Office of the President Office of National Drug Control Policy
     HIDTA Grant Agreement #G14NW0004A

Enclosed for your review and signature are two (2) original grant agreements between
Whatcom County Sheriff’s Office and Executive Office of the President Office of National Drug Control Policy.

Background and Purpose
This grant supports the Northwest High Intensity Drug Trafficking Areas (HIDTA) Border Task Force Prosecution Initiative from January 1, 2014 through December 31, 2015. These funds will pay for a prosecutor and a secretary in the Prosecuting Attorney’s Office and the New World Systems Corporation software maintenance for the AS400/State NCIC Interface.

The HIDTA Program enhances and coordinates drug control efforts among local, state, and federal law enforcement agencies. The program provides agencies with coordination, equipment technology, and additional resources to combat drug trafficking and its harmful consequences in critical regions of the United States.

Funding Amount and Source
Total grant of $175,073.00 is from the Executive Office of the President Office of National Drug Control Policy, CFDA No. 95.001.

Differences from Previous Contract
None

Please contact Undersheriff Jeff Parks at 50418 if you have any questions regarding the terms of this grant agreement.

Thank you.

enclosure
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

**Originating Department:** Sheriff's Office  
**Contract or Grant Administrator:** Jeff Parks, Undersheriff  
**Contractor's / Agency Name:** Executive Office of the President

**Is this a New Contract?** Yes ☐ No ☑  
**If not, is this an Amendment or Renewal to an Existing Contract?** Yes ☐ No ☑  
**Does contract require Council Approval?** Yes ☐ No ☑

**Is this a grant agreement?** Yes ☐ No ☑  
**If yes, grantor agency contract number(s)** G14NW0004A CFDA # 95.001

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

**Is this the result of a RFP or Bid process?** Contract ☑ Yes ☐ No ☑  
**If yes, RFP and Bid number(s)** Cost Center: 1003512003

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

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

**Contract Amount:** $175,073.00  
**This Amendment Amount:** $  
**Total Amended Amount:** $175,073.00

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

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

**Summary of Scope:** This grant supports the Northwest High Intensity Drug Trafficking Areas (HIDTA) Border Task Force Prosecution Initiative. The award provides **funding** for one prosecutor and one secretary in the Prosecuting Attorney's Office and the New World Systems Corporation software maintenance for the AS400/State NCIC Interface.

**Term of Contract:** 01/01/14  
**Expiration Date:** 12/31/15

<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>DMP</td>
<td>Date: 04/01/14</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td></td>
<td>Date: 04/01/14</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td></td>
<td>Date: 04/03/14</td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td></td>
<td>Date: 04/02/14</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>Date: 04/03/14</td>
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<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>

**Last Edited 7/24/1**
March 17, 2014

County Executive Jack Louws
Whatcom County
311 Grand Avenue
Bellingham, WA 98225

Dear Mr. Louws:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G14NW0004A) has been awarded in the amount of $175,073. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Northwest HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The original Grant Agreement, including certain Special Conditions, is enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy to:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600
Or via email to your respective NHAC accountant.

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact Shannon Kelly at (202) 395-6692.

Sincerely,

Michael K. Gottlieb
National HIDTA Director

Enclosures
<table>
<thead>
<tr>
<th>Executive Office of the President</th>
<th>Grant Agreement</th>
</tr>
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<tbody>
<tr>
<td>Office of National Drug Control</td>
<td>4. Award Number: G14NW0004A</td>
</tr>
<tr>
<td>Policy</td>
<td>5. Grant Period: From 01/01/2014 to 12/31/2015</td>
</tr>
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</table>

1. Recipient Name and Address
   County Executive Jack Louws
   Whatcom County
   321 Grand Avenue
   Bellingham, WA 98225

1A. Recipient IRS/Vendor No.: 1916001383B2

2A. Subrecipient IRS/Vendor No.:  

3. Project Title
   Northwest Border Task Force

4. Date: 3/17/2014

5. Grant Period: From 01/01/2014 to 12/31/2015

6. Action
   Initial
   Supplemental

7. Action
   Initial
   Supplemental

8. Supplement Number

9. Previous Award Amount: 

10. Amount of This Award: $175,073

11. Total Award: $175,073

12. The above Grant is approved subject to such conditions or limitations as are set forth on the five attached pages.

13. Statutory Authority for Grant: Public Law 113-76

<table>
<thead>
<tr>
<th>AGENCY APPROVAL</th>
<th>RECIPIENT ACCEPTANCE</th>
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</thead>
<tbody>
<tr>
<td>14. Typed Name and Title of Approving Official</td>
<td>15. Typed Name and Title of Authorized Official</td>
</tr>
<tr>
<td>Michael K. Gottlieb</td>
<td>Jack Louws</td>
</tr>
<tr>
<td>National HIDTA Director</td>
<td>Whatcom County</td>
</tr>
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</table>

16. Signature of Approving ONDCP Official
   Michael K. Gottlieb

17. Signature of Authorized Recipient/Date

<table>
<thead>
<tr>
<th>AGENCY USE ONLY</th>
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<td>18. Accounting Classification Code</td>
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<tr>
<td>DUNS: 803417989</td>
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<tr>
<td>EIN: 1916001383B2</td>
</tr>
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</table>

19. HIDTA AWARD
   OND1070DB1415XX  OND6113
   OND20000000000  OC 410001
GRANT CONDITIONS

A. General Provisions

1. This grant is subject to Title 2 of the Code of Federal Regulations, as well as the following:

   • by reference, the provisions of the Office of Management and Budget (OMB) circulars and government-wide common rules applicable to grants and cooperative agreements. These circulars and common rules include the following:
     - OMB Circular A-87 “Cost Principles for State, Local, and Indian Tribal Governments.” (Codified at 2 CFR Part 225)
     - OMB Circular A-102 “Grants and Cooperative Agreements with State and Local Governments.” (Codified at 21 CFR 1403)
     - OMB Circular A-110 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.” (Codified at 2 CFR Part 215)
     - “Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Units of Governments,” (Codified at 21 CFR Part 1403)
     - Grants Management Common Rule for State and Local Units of Governments,” (Codified at 21 CFR Part 1404)
     - “Government-wide Debarment and Suspension (Nonprocurement),” (Codified at 21 CFR Part 1404)
     - “Government-wide Requirements for Drug-free Workplace (Financial Assistance)” (Codified at 21 CFR Part 1405)
     - “New Restrictions on Lobbying” (Codified at 28 CFR Part 69)

2. Audits conducted pursuant to OMB Circular A-133, “Audits of State and Local Governments”, must be submitted no later than 9 months after the close of the grantee’s audited fiscal year. A copy of the audit report and management letter must be sent to:

   EOP/ONDCP
   Attention: Michael Reles
   GSD/RDF (202) 395-6608
   Anacostia Naval Annex
   Bldg 410/Door 123
   250 Murray Lane, SW
   Washington, DC 20509
   or:
   mreles@ondcp.eop.gov
3. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.

4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the HIDTA, its fiscal agent(s), HIDTA employees, HIDTA contractors, as well as state, local, and federal HDTA participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

6. Grantees and subgrantees are advised of the new OMB grants “supercircular,” Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, some provisions of which may begin to supersede the provisions of pre-existing OMB grants circulars over the term of this grant. ONDCP will also be adopting conforming regulations in 2014. ONDCP will provide you with updates moving forward. For more information about the supercircular, please visit www.cbo.gov/COFAR, which includes links to related online training and FAQs.

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP’s HIDTA Program Policy and Budget Guidance.

2. This award is subject to the requirements in ONDCP’s HIDTA Program Policy and Budget Guidance.

3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.

4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.

5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.
6. The grant recipient agrees to account for and use program income in accordance with the “Common Rule” and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.

7. Property acquired with these HIDTA grant funds is to be used for activities of the Northwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA’s Executive Board for use by other HIDTA participants.

8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov). Copies of invoices or payroll registers must accompany the payment confirmation number to provide documentation for the reimbursement request. Requests for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days and before another advance or reimbursement will be approved.

2. The HIDTAs, or their respective grantees, must utilize the HIDTA program Financial Management System’s (FMS) Disbursement module each time they submit a disbursement request to the NHAC. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered into the FMS. Payments will be made via Electronic Fund Transfer to the award recipient’s bank account. The bank must be FDIC insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to HHS/DPM at the address provided below. When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on HIDTA advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

Ms. Janet Morgan
Division of Payment Management
Department of Health and Human Services

Via U.S. Postal Mail:
P.O. Box 6021
Rockville, MD 20852

Via FedEx:
7700 Wisconsin Avenue
10th Floor
Bethesda, MD 20814
4. The grantee or subgrantee may keep interest amounts up to $100 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Signature: ____________________________________________________________________ Date: _______________________

Name: Jack Louws

Organization: Whatcom County
WHATCOM COUNTY:
Recommended for Approval:

[Signature]
Sheriff

[Signature] 4-1-14
Date

Approved as to form:

[Signature] 4-2-14
Prosecuting Attorney

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

[Signature] Date

STATE OF WASHINGTON

ss
COUNTY OF WHATCOM

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

_____________________________________________________

NOTARY PUBLIC in and for the State of Washington, residing at _______________________.
My commission expires ____________________.
## Initiative Cash by HIDTA

**FY 2014**  
**Awarded Budget (as approved by ONDCP)**

<table>
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<th>HIDTA</th>
<th>Agency Name</th>
<th>Initiative</th>
<th>Cash</th>
<th>Type</th>
<th>Grant</th>
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<td>Northwest</td>
<td>Whatcom County</td>
<td>Northwest Border Task Force</td>
<td>175,073.00</td>
<td>Interdiction</td>
<td>G14NW0004A</td>
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<td></td>
<td><strong>Agency Total: Whatcom County</strong></td>
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<td>Total</td>
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3/12/2014 1:51:58 PM
**Budget Detail**

**2014 - Northwest**

**Initiative - Northwest Border Task Force**

**Award Recipient - Whatcom County (G14NW0004A)**

**Resource Recipient - Whatcom County Prosecutor's Office**

**Awarded Budget (as approved by ONDCP) $175,073.00**

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**Total Budget $175,073.00**
**WHATCOM COUNTY COUNCIL AGENDA BILL**

**CLEARANCES**

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<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<td></td>
<td>FJ</td>
<td>1/30/14</td>
<td></td>
<td>4/22/14</td>
<td>Finance/Council</td>
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**Division Head:**

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<th>Dept. Head:</th>
<th>Prosecutor:</th>
<th>Purchasing/Budget:</th>
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<tbody>
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<td></td>
<td></td>
<td></td>
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**EXECUTIVE:**

**TITLE OF DOCUMENT:**

Agreement between Whatcom County and Pioneer Human Services

**ATTACHMENTS:**

Contract Info Sheet
Memo to Executive
2 Originals of Contract Agreement

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

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

**Requested Date:**

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

The purpose of this contract is to provide funding for Pioneer Human Services to operate a permanent supportive housing program for homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections, for homeless ex-offenders exiting the Whatcom County Jail, and for chronically homeless veterans. The Contractor will continue to provide 38 permanent supportive housing units, housing case management, and behavioral health services so that program participants can access services and achieve housing stability.

The purpose of this amendment is to increase program facility oversight through the addition of a program supervisor and resident monitor as well as to increase the delivery of behavioral health services to include residents at Sun Community Services.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Gail deHoog</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Pioneer Human Services</td>
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<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
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<td>No</td>
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<td>If yes, previous number(s):</td>
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<td>If yes, associated Whatcom County grant contract number(s):</td>
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<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Contract</th>
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<td>If yes, RFP and Bid number(s):</td>
<td>Cost Center: 121100/122100/122200/124100</td>
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<table>
<thead>
<tr>
<th>Is this contract excluded from E-Verify?</th>
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<th>No</th>
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</thead>
<tbody>
<tr>
<td>If no, include Attachment D Contractor Declaration Form</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, indicate qualified exclusion(s) below:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract less than $100,000.</td>
<td>Professional services agreement for certified/licensed professional</td>
<td></td>
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<tr>
<td>Work is for less than 120 days</td>
<td>Contract for Commercial off the shelf items (COTS)</td>
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<tr>
<td>Interlocal Agreement (between Govt.)</td>
<td>Public Works Dept. - Local Agency/Federally Funded FHWA</td>
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</table>

<table>
<thead>
<tr>
<th>Contract Amount:(sum of orig contract amt and any prior amendments)</th>
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<tbody>
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<table>
<thead>
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<td>$33,275</td>
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<td>$992,540</td>
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<table>
<thead>
<tr>
<th>Scope of Services:</th>
<th>[Insert language from contract (Exhibit A) or summarize; expand space as necessary]</th>
</tr>
</thead>
<tbody>
<tr>
<td>The purpose of this contract is to provide funding for Pioneer Human Services to operate a permanent supportive housing program for homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections, for homeless ex-offenders exiting the Whatcom County Jail, and for chronically homeless veterans. The Contractor will provide permanent housing, housing case management and behavioral health services so that program participants can achieve housing stability.</td>
<td></td>
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| Term of Contract: 1 Year | Expiration Date: 12/31/14 |

<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff:</th>
<th>[sign or initial]</th>
<th>[indicate date transmitted]</th>
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</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td></td>
<td>Date 1/30/14 [electronic]</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>rb</td>
<td>Date 3/6/13 [electronic]</td>
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<tr>
<td>3. AS Finance reviewed:</td>
<td>bbennett</td>
<td>Date 3/17/14 [electronic]</td>
</tr>
<tr>
<td>4. IT reviewed if IT related</td>
<td></td>
<td>Date</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
<td>hard copy primes</td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td></td>
<td>Date 3/21/14</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
<td>Date 3/25/14</td>
</tr>
<tr>
<td>8. Submitted to Exec Office</td>
<td></td>
<td>Date 4/2/14 [summary via electronic; hardcopies]</td>
</tr>
<tr>
<td>9. Council approved (if necessary)</td>
<td></td>
<td>Date</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td>Date</td>
</tr>
<tr>
<td>11. Contractor Original Returned to dept;</td>
<td></td>
<td>Date</td>
</tr>
<tr>
<td>12. County Original to Council</td>
<td></td>
<td>Date</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Pioneer Human Services, City Gate Amendment #4
DATE: March 27, 2014

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

- Background and Purpose

The purpose of this contract is to provide funding for Pioneer Human Services to operate a permanent supportive housing program for homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections, for homeless ex-offenders exiting the Whatcom County Jail, and for chronically homeless veterans. The Contractor will continue to provide 38 permanent supportive housing units, housing case management, and behavioral health services so that program participants can access services and achieve housing stability.

The purpose of this amendment is to increase facility oversight through the addition of a program supervisor and resident monitor as well as to increase the delivery of behavioral health services to include residents at Sun Community Services facilities.

- Funding Amount and Source

The source of the additional funding, in the amount of $33,275, is the Chemical Dependency/Mental Health Program Fund. Funding is included in the 2014 budget. Council approval is required because this amendment adds more than 10% to the value of the contract.

- Differences from Previous Contract

This amendment increases funding for on-site program operations staff at the City Gate permanent supportive housing facility and also increases behavioral health services to include support to residents of Sun Community Services housing facilities. This amendment also restructures the contract budget.
The contract history is:

- Original amount $303,255
- Amendment # 0
- Amendment #2 $336,255
- Amendment #3 $319,755
- Amendment #4 $33,275

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

Encl.
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

Whatcom County # 201111048

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

AND CONTRACTOR:
Pioneer Human Services
7440 West Marginal Way S.
Seattle, WA 98108

AMENDMENT NUMBER: 4

CONTRACT PERIODS:
Original: 01/01/2012 – 12/31/2012
Amendment #1: 07/01/2012 – 12/31/2012
Amendment #2: 11/01/2012 – 12/31/2013
Amendment #3: 01/01/2014 – 12/31/2014
Amendment #4: 05/01/2014 – 12/31/2014

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Replace Exhibit "A", Scope of Work with the attached Exhibit "A".
2. Replace Exhibit "B", Compensation with the attached Exhibit "B".
3. The effective date of the amendment is April 1, 2014.
4. Funding for the current contract period (01/01/2014 – 12/31/2014) is not to exceed $353,030.
5. The funding for the total contract period (01/01/2012 – 12/31/2014) is not to exceed $992,540.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT.

Signature is required below.

APPROVAL AS TO PROGRAM:  

Anne Deacon, Human Services Manager  
Date: 3/21/14

DEPARTMENT HEAD APPROVAL:  

Regina A. Delahunt, WCSD Director  
Date: 3/21/14

APPROVAL AS TO FORM:  

Royce Buckingham, Civil Deputy Prosecutor  
Date: 3/31/14

FOR THE CONTRACTOR:

Jane Doe  
Contractor Signature  

Karen J. Lee  
Print Name and Title  
Date: Mar. 25, 2014

STATE OF WASHINGTON)  
COUNTY OF WHATCOM )

On this 25th day of March, 2014, before me personally appeared Karen Lee, to me known to be the CEO and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington  
Residing at Bellingham.

ERIN ELIZABETH SCHINDLER  
Notary Public  
State of Washington  
My Commission Expires 
June 02, 2015

FOR WHATCOM COUNTY:

Jack Louws  
County Executive  

Date

STATE OF WASHINGTON)  
COUNTY OF WHATCOM )

On this ____ day of ________________, 2014, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington  
Residing at Bellingham.

My Commission expires:

HL_050114_Pioneer_Human_Services_CityGate_Amend_#4
Exhibit “A”
(Scope of Work)

I. Background

In 2009, Whatcom County established the Whatcom County Offender Re-Entry Housing Program as a pilot project funded primarily by Department of Commerce Homeless Grant Assistance Program. This project has become a permanent supportive housing program for homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections, for homeless ex-offenders exiting the Whatcom County Jail, and for chronically homeless individuals and veterans. The Contractor will provide permanent housing, housing case management, and behavioral health services so that program participants can access services and achieve housing stability. The Contractor will also provide behavioral health services to potential program participants residing at Sun House and to residents of Sun Community’s permanent Supportive Housing programs.

By entering into this agreement, it is not intended to create a benefit or cause of action for any third person not a signatory to this agreement, except a program participant. By providing services to a program participant, the Contractor does not enter into a take charge relationship for anything other than making services available to the participant. It is not meant to provide protection to any third person or the public in general.

A. Definitions

AMI  Area Median Income
DOC  Washington State Department of Corrections
HMIS  Homeless Management Information System
SHP  U.S. Department of Housing and Urban Development Supportive Housing Program
WHSC  Whatcom Homeless Service Center
VA  United States Department of Veteran Affairs
VASH  Veteran Affairs Supportive Housing

II. Statement of Work

The Contractor will be responsible for the operation of the permanent supportive housing program at City Gate which provides housing for:
- homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections,
- homeless ex-offenders exiting the Whatcom County Jail, and
- chronically homeless individuals and veterans.

The re-entry residents eligible to reside at City Gate must have a mental health disability and/or be disabled due to a history of chemical dependency and income at or below 50% of Area Median Income (AMI). The contractor will also provide rental assistance vouchers through the use of Whatcom County flex funds to ex-offenders under DOC supervision. By operating this program, the Contractor will be responsible for the following, as well as any other activities identified by the Contractor as being necessary to meet the program objective of increased housing stability for ex-offenders and chronically homeless individuals and veterans:

176
1. Provide a resident manager to oversee the safety and security of the building. Facility staff will be available on site at all times to monitor resident behavior and compliance with lease agreements.

2. Provide 36 permanent housing units at the City Gate apartment building: 10 to be used for VASH participants, 5 for SHP participants, and 5 for WHSC subsidized participants coming from Sun House. Provide an additional 2 units; 1 to be used for program administration and 1 for the delivery of behavioral health services.

3. Develop leases and program agreements with all participating clients, including master lease with the SHP provider.

4. Operate and provide property management services of the permanent supportive housing program, including rent determination and collection, facility maintenance, and unit turnover.

5. Establish rental amounts that are no more than 30 percent of resident’s adjusted monthly income in compliance with Exhibit E (Types of Income to Count and Calculating Adjusted Income). Establish deposit and minimum rent amounts.

6. Develop a referral protocol in conjunction with Whatcom County Housing Specialist for ex-offenders released from the Whatcom County Jail.

7. Accept referrals from the Whatcom Homeless Service Center to consider for placement in City Gate.


9. Coordinate Housing Quality Standard (HQS) inspections for Housing Authority funded units or conduct Housing Safety Standard (HSS) inspections for all other occupied City Gate units receiving assistance under this contract.

10. Respond in a timely manner to a City Gate program participant’s report of a housing quality problem.

11. Develop a permanent housing plan for re-entry clients accepted into the program and coordinate a Housing Service Plan for the VASH and SHP residents with their case managers.

12. Work closely and collaboratively with DOC staff, Whatcom County Jail staff, law enforcement, criminal justice staff, County staff, WHSC, VA, local government staff, other community service providers, and community groups in managing the program, ensuring that offender accountability to DOC release plans is maintained and Housing Service Plans are followed, and increasing the likelihood of program participants’ housing success.

13. Use reasonable care to notify DOC in the event of known violations of community supervision provisions, the VA social worker in the event of VASH program violations, and the housing case manager of the SHP clients in the case of program violations.

14. Participate as a member of a Re-Entry Coordination Team to help determine acceptance of potential residents into the program and to develop and implement a re-entry plan. This will include conferring with the program participant and his or her assigned Department of Corrections Community Corrections Officer to discuss housing and service needs, obtain available documentation, and explain the housing program.

15. Make necessary arrangements to ensure that a housing unit is available to an accepted program participant.

16. Link program participants to other needed services (e.g., mental health, substance abuse; health care; education and training; employment; parenting classes; social networks; family/community reconciliation, etc.).

17. Conduct a criminal background check on all potential residents of City Gate.

18. Ensure that no convicted sex offenders are considered for acceptance into the City Gate program.

19. Provide housing case management services to program participants. Housing case management services include but are not limited to:

   a. Educating clients about:

      i. The cleaning and maintenance of housing units.

      ii. Tenant responsibilities under Landlord-Tenant Law.

      iii. Financial literacy and money management.

   b. Communicating with landlords and other residents.
c. Linking clients to employment and training programs.
d. Assisting clients in life skills and/or activities of daily living training.
e. Monitoring each program participant and his/her adherence to tenant responsibilities.
f. Assisting in addressing issues that threaten continued program participation, housing status, and safety of other residents or the immediate neighborhood.

20. Provide onsite behavioral health services by a Behavioral Health Services Professional (BHSP) for residents at City Gate and residents of Sun Community Services housing. The BHSP will coordinate with City Gate resident manager and case manager, VASH case manager, SHP case manager, and Sun Community Services staff acting as part of the service provider team. Behavioral health services to be provided by Pioneer Human Services may include:
   a. Screening residents to determine behavioral health needs; screen potential residents’ behavioral health needs as they relate to housing placement and stability.
   b. Conducting an assessment of behavioral health issues, including mental health and substance abuse history for residents who are not engaged with a mental health or chemical dependency provider.
   c. Developing a file and charting of significant provider contacts on residents engaged in formal behavioral health services.
   d. Completing an Individualized Treatment Plan conjointly with each resident engaged in behavioral health treatment with PHS behavioral health staff.
   e. Providing treatment and case management activities.
   f. Coordinating ongoing care with other professionals.
   g. Providing for an after-hours response system in the event of an emergency.

21. Distribute rental assistance voucher flex funds as appropriate up to a maximum of $1,500 per household, according to the Whatcom County Flex Fund Guidelines set forth in Exhibit F.

22. Participate in Homeless Management Information System (HMIS) data collection efforts, coordinated through the WHSC.

23. Comply with state and federal confidentiality laws and regulations.


25. Develop all administrative and programmatic policies and procedures required for the administration and operation of the program.

26. Attend Whatcom County Homeless Coalition meetings and Pioneer corporate staff meetings as required.

Contractor will maintain accurate records of rent income received from tenants. Rent income, also referred to as program income, will be deducted from program costs when preparing invoices for reimbursement from the county. All program income documentation will be available for review by county as requested.

III. Program Requirements

If on average over the course of the year, occupancy at City Gate falls below 85%, the Contractor shall meet with County staff to address occupancy rates with the goal of keeping the units at City Gate fully occupied.
I. **Budget and Source of Funding**

The source of funding for the 1/1/14 – 12/31/14 contract period, in an amount not to exceed $353,030, is local document recording fees and Chemical Dependency/Mental Health Program funds.

II. **Budget, Rates, and/or Allowable Costs**

<table>
<thead>
<tr>
<th>BUDGET FOR PERIOD 01/01/2014 – 04/30/2014</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Line Item</strong></td>
<td><strong>Documentation Required with Invoice</strong></td>
</tr>
<tr>
<td>Permanent Supportive Housing Program @ 22,307/month</td>
<td>$89,228</td>
</tr>
<tr>
<td>Flex Funds – for rental assistance only</td>
<td><strong>Detail spreadsheet showing client identifier, date, and amount of assistance</strong></td>
</tr>
<tr>
<td>Indirect Costs – 10%</td>
<td><strong>SUBTOTAL:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUDGET FOR PERIOD 05/01/2014 – 12/31/2014</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Line Item</strong></td>
<td><strong>Documentation Required with Invoice</strong></td>
</tr>
<tr>
<td><strong>PROGRAM SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>Resident Manager/Case Manager</td>
<td>GL detail</td>
</tr>
<tr>
<td>Resident Monitor</td>
<td>GL detail</td>
</tr>
<tr>
<td>Mental Health Professional</td>
<td>GL detail</td>
</tr>
<tr>
<td>Supervision</td>
<td>GL detail</td>
</tr>
<tr>
<td>Office, maintenance, &amp; food supplies</td>
<td>GL detail</td>
</tr>
<tr>
<td>Medical/UA</td>
<td>GL detail</td>
</tr>
<tr>
<td><strong>Travel/Training</strong></td>
<td>Include name of traveler, dates, start &amp; end point, number of miles and purpose. Receipts required for transportation costs, registration fees, etc. Lodging &amp; meal costs follow federal guidelines (<a href="http://www.gsa.gov">www.gsa.gov</a>). Receipts for meals not required.</td>
</tr>
<tr>
<td>Flex Funds</td>
<td><strong>Detail log by client id with date and amount listed</strong></td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td></td>
</tr>
<tr>
<td>Indirect Program Administration</td>
<td>10% of Costs</td>
</tr>
<tr>
<td><strong>Total Facility Staffing &amp; Services Costs:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>FACILITY COSTS</strong></td>
<td></td>
</tr>
<tr>
<td>Lease 38 Apartment units, including all utilities &amp; maintenance</td>
<td>$24,115 per month ($ 635/mo/unit)</td>
</tr>
<tr>
<td>Program Income</td>
<td><strong>Detail log by client id with payee and amount listed</strong></td>
</tr>
<tr>
<td><strong>Total Facility Costs:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total Contract Costs:</strong></td>
<td></td>
</tr>
</tbody>
</table>
Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County. Under no circumstances shall program administration costs exceed the above specified rate.

III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 10th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.

2. The Contractor shall submit invoices to (include contract/PO #):

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

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

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

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

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
Contract amendment between Whatcom County and the Bellingham School District.

ATTACHMENTS:
Contract Info Sheet
Memo to Executive
2 Originals of Contract Agreement

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

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

Provides funding for behavioral health services to the youth in Bellingham School District who are at risk for serious mental health and substance abuse concerns.

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

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt, Director

RE: Bellingham School District, Behavioral Health Services Amendment #2

DATE: April 11, 2014

Enclosed are two (2) originals of a contract amendment between Whatcom County and the Bellingham School District for your review and signature.

- Background and Purpose

This contract is one of several contracts that are a part of a strategic plan to increase and enhance behavioral health services to the youth in Whatcom County who are at risk for serious mental health and substance abuse concerns. Whatcom County’s Board of Health supports this plan and directed the Health Department at their July 30, 2013 meeting to expand programs to youth. The purpose of this contract amendment is to increase the support to at-risk youth experiencing trauma or adverse childhood experiences in elementary school settings through direct service and professional development for school staff. This amendment also extends the contract through the 2014-15 academic year.

- Funding Amount and Source

The source of funding for this amendment, in an amount not to exceed $140,000, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2014 and 2015 budgets. Council approval is required because this amendment increases the annual contract budget by more than 10%.

- Differences from Previous Contract

This amendment adds $25,000 for behavioral health staff, staff training, and associated travel in order to increase the quantity and quality of services to elementary school age children who are experiencing trauma. Additional elements have been added to the contract’s scope of work to describe the expectations associated with this work.

Please contact Joe Fuller at extension 30684 if you have any questions regarding this amendment.

Encl.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Health  
**Contract Administrator:** Joe Fuller  
**Contractor's / Agency Name:** Bellingham School District  
**Contract No.:** 201207025-2

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes ___ No ___</th>
<th>If not, is this an Amendment or Renewal to an Existing Contract?</th>
<th>Yes ___ No ___</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does contract require Council Approval?</td>
<td>Yes ___ No ___</td>
<td>If Amendment or Renewal, Original Contract # 201207025-1</td>
<td></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>
</table>

**County Grant Administrator:** Joe Fuller  
**Extension #:** 30684  
**Is this contract grant funded?**  
Yes ___ No ___  
If yes, associated Whatcom County grant contract number(s)  

<table>
<thead>
<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Yes ___ No ___</th>
<th>Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, RFP and Bid number(s)</td>
<td>Cost Center: 124100</td>
<td></td>
</tr>
</tbody>
</table>

**Is this service agreement excluded from E-Verify?**  
Yes ___ No ___  
If yes, indicate exclusion(s) below:  
- Professional services agreement for certified/licensed professional  
- 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 orig contract amt and any prior amendments)</th>
<th>$ 180,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Amendment Amount:</td>
<td>$ 140,000</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$ 320,000</td>
</tr>
</tbody>
</table>

**Summary of Scope:**  
The purpose of the contracted service is to provide behavioral health services within the Bellingham School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.  
**Term of Contract:** 1 Year  
**Expiration Date:** 8/31/2015

**Contract Routing Steps & Signoff:**  
- [sign or initial] [indicate date transmitted]
- Prepared by:  
- Attorney reviewed:  
- AS Finance reviewed:  
- IT reviewed if IT related:  
- Corrections made:  
- Attorney signoff:  
- Contractor signed:  
- Submitted to Exec Office:  
- Council approved (if necessary):  
- Executive signed:  
- Contractor Original Returned to dept:  
- County Original to Council:  

**Contracts that require Council Approval (incl. agenda bill & memo):**  
- Professional Services Agreement above $25,000.  
- 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.
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201207025

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

AND CONTRACTOR:
Bellingham School District
1306 Dupont St.
Bellingham, WA 98225

AMENDMENT NUMBER: 2
CONTRACT PERIODS:
Original: 09/01/2012 – 08/31/2013
Amendment #1 09/01/2013 – 08/31/2014
Amendment #2 05/01/2014 – 08/31/2015

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY EXTENDED AS SET FORTH IN THE DESCRIPTION OF THE EXTENSION BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF EXTENSION:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract “General Terms, Section 10.2, Extension”.

2. Amend Exhibit “A” Scope of Work, Statement of Work section by adding the following

   • Implement a Compassionate School Response as follows:
     1. Behavioral Health Coordinators will provide behavioral health services to at-risk youth experiencing trauma or adverse childhood experiences. Coordinators will create a safe environment for students, help deescalate and transition students back to class, and teach students the skills they need to better self-regulate, problem solve, and avoid suspension and other negative consequences. Four elementary schools, two middle schools and all three high schools will be targeted for these services that include use of trauma/care rooms, mentoring, exploring alternatives to suspension, and skill building. Services will be delivered to at least 75 students; many who have complex cognitive or social-emotional needs.

     2. Coordinators will receive training focusing on how to support high-risk students, understanding trauma and its impact on behavior, how to respond to crisis, and related topics.

     3. Training to school staff will be provided on topics around adverse childhood experience, trauma, understanding the impact on classroom behavior, creating a compassionate response to struggling youth.

3. Amend the Year 2 budget table by adding $25,000 in additional funding and add a budget table for Year 3. A revised Exhibit B is attached.

4. The effective date of this amendment is May 1, 2014.

5. Funding for the extended contract period (9/1/2014 – 8/31/2015) is not to exceed $115,000.
6. Funding for the total contract period (9/1/2012 – 8/31/2015) is not to exceed $320,000.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES IDENTIFIED AS AFFECTED BY THIS EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION. Signature is required below.

APPROVAL AS TO PROGRAM: ________________________________ Date
Anne Deacon, Human Services Manager

DEPARTMENT HEAD APPROVAL: ________________________________ Date
Regina A. Delahunt, Health Department Director

APPROVAL AS TO FORM: ________________________________ Date
Royce Buckingham, Chief Civil Deputy Prosecutor

FOR THE CONTRACTOR:

__________________________ Date
Contractor Signature

__________________________ Date
Print Name and Title

STATE OF WASHINGTON) )
COUNTY OF WHATCOM )

On this __________ day of April, 2014, before me personally appeared Greg Baker, to me known to be the Superintendent of Schools, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

__________________________ Date
Marilyn A. Grams
NOTARY PUBLIC in and for the State of Washington Residing at Bellingham.

My Commission expires: 5-21-2017

FOR WHATCOM COUNTY:

__________________________ Date
Jack Louws, County Executive

STATE OF WASHINGTON) )
COUNTY OF WHATCOM )

On this __________ day of _____________________, 2014, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

__________________________ Date
Marilyn A. Grams
NOTARY PUBLIC in and for the State of Washington Residing at Bellingham.

My Commission expires:
The source of funding for this contract, in an amount not to exceed $320,000.00, is Whatcom County mental health/chemical dependency sales tax revenue.

The budget for this contract is as follows:

### Year 1 Contract Budget 9/1/2012 – 8/31/2013

<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$81,603</td>
</tr>
</tbody>
</table>
| Program supplies, professional development/training, and travel | General Ledger Detail for Supplies and Training  
For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal Rate.  
Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose.  
Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required. | $8,397 |

**YEARS 1 TOTAL** $90,000

### Year 2 Contract Budget 9/1/2013 – 8/31/2014

<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$81,603</td>
</tr>
<tr>
<td>Behavioral Health Coordinator (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$20,000</td>
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</tbody>
</table>
| Program supplies, professional development/training, and travel | General Ledger Detail for Supplies and Training  
For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal Rate.  
Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose. | $13,397 |
Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required.

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<td>General Ledger Detail for Supplies and Training</td>
<td>$13,397</td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

| YEAR 3 TOTAL                                           | $115,000                                                             |          |

The Contractor may transfer funds between contract budget years 1 and 2 with prior written County approval.

The Contractor may transfer funds between budget line items in an amount up to 10% of the total budget with prior written County approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior written County approval.
Invoicing

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted either monthly or bi-monthly (every two months). Monthly invoices must be submitted by the 15th day of the month following the month of service. Bi-monthly invoices must be submitted according to the schedule below.

<table>
<thead>
<tr>
<th>Service Month Period</th>
<th>Bi-Monthly Invoice Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September and October</td>
<td>November 15th</td>
</tr>
<tr>
<td>November and December</td>
<td>January 15th</td>
</tr>
<tr>
<td>January and February</td>
<td>March 15th</td>
</tr>
<tr>
<td>March and April</td>
<td>May 15th</td>
</tr>
<tr>
<td>May and June</td>
<td>July 15th</td>
</tr>
<tr>
<td>July and August</td>
<td>September 15th</td>
</tr>
</tbody>
</table>

2. The Contractor shall submit invoices to (include contract #):

   Business Office  
   Whatcom County Health Department  
   509 Girard St.  
   Bellingham, WA. 98225

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

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

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

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
Contract amendment between Whatcom County and the Lynden School District.

ATTACHMENTS:
Contract Info Sheet
Memo to Executive
2 Originals of Contract Agreement

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

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

Provides funding for behavioral health services to the youth in the Lynden School District who are at risk for serious mental health and substance abuse concerns.

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt, Director

RE: Lynden School District, Behavioral Health Services Amendment #2

DATE: April 10, 2014

Enclosed are two (2) originals of a contract amendment between Whatcom County Health Department and the Lynden School District for your review and signature.

- **Background and Purpose**
  This contract is one of several contracts that are part of a strategic plan to increase and enhance behavioral health services to the youth in Whatcom County who are at risk for serious mental health and substance abuse concerns. Whatcom County’s Board of Health supports this plan and directed the Health Department at their July 30, 2013 meeting to expand programs to youth. The purpose of this contract amendment is to provide funding for behavioral health services during the 2014 summer and to extend the contract through the 2014-2015 school year.

- **Funding Amount and Source**
  The source of funding for this amendment, in an amount not to exceed $117,500, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2014 and 2015 budgets. Council approval is required because this amendment increases the annual contract budget in excess of 10%.

- **Differences from Previous Contract**
  This amendment adds $25,000 funding for the continuation of behavioral health services over the summer and extends the contract for the 2014-15 school year.

Please contact Joe Fuller at extension 30684 if you have any questions regarding this amendment.

Encl.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Joe Fuller</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Lynden School District</td>
</tr>
</tbody>
</table>

**Is this a New Contract?** If not, is this an Amendment or Renewal to an Existing Contract? Yes _X_ No __
Yes _X_ No _X_ If Amendment or Renewal, Original Contract # 201207027-2

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

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

County Grant Administrator  Joe Fuller  Extension #:  30684

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

**Is this contract the result of a RFP or Bid process?**
Yes ___ No _X_ If yes, RFP and Bid number(s) __________ Cost Center: 124100

**Is this service agreement excluded from E-Verify?** Yes _X_ No __ If yes, indicate exclusion(s) below:
- Professional services agreement for certified/licensed professional
- Contract less than $100,000.
- Contract for Commercial off the shelf items (COTS)
- Contract work is all performed outside U.S.
- Work related subcontract less than $25,000.
- Interlocal Agreement (between Govt's)
- Public Works - Local Agency/Federally Funded FHWA

**Contract Amount:** (sum of orig contract amt and any prior amendments)
$ 135,000 __________
This Amendment Amount: $ 117,500 __________
Total Amended Amount: $ 252,500 __________

**Contracts that require Council Approval (incl. agenda bill & memo)**
- Professional Services Agreement above $25,000.
- Bid is more than $40,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

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

**Summary of Scope:**
The purpose of the contracted service is to provide behavioral health services within the Lynden School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

**Term of Contract:** 1 Year  
**Expiration Date:** 8/31/2015

Contract Routing Steps & Signoff: [sign or initial]  [indicate date transmitted]
1. Prepared by:  __________ pj
2. Attorney reviewed: __________
3. AS Finance reviewed: mdc __________
4. IT reviewed if IT related __________
5. Corrections made: __________
6. Attorney signoff: __________
7. Contractor signed: __________
8. Submitted to Exec Office __________
9. Council approved (if necessary) __________
10. Executive signed: __________
11. Contractor Original Returned to dept: __________
12. County Original to Council __________
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201207027

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

AND CONTRACTOR:
Lynden School District
1203 Bradley Rd.
Lynden, WA 98264

AMENDMENT NUMBER: 2
CONTRACT PERIODS:
Original: 9/01/2012 – 8/31/2013
Amendment #1 3/18/2013 – 8/31/2013
Amendment #2 9/01/2013 – 8/31/2014
Amendment #3 5/01/2014 – 8/31/2015

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY EXTENDED AS SET FORTH IN THE DESCRIPTION OF THE EXTENSION BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF EXTENSION:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract “General Terms, Section 10.2, Extension”.

2. Amend Exhibit A, Scope of Work, Statement of Work section, by adding the following bullets:

   • Deliver behavioral health support during the 2014 summer school for youth in grades K-8. Services will target over 100 students. Many children who attend summer school are there because they are having difficulties with academic performance, they have behavior that is distracting to other students, and they lack self-control. Often these problems result from trauma experienced at home or in the community. Traditional approaches to children who act out and are disruptive at school often include removing the child from the classroom and or expelling the child from school. Similar to the Compassionate Schools model, the goal is to create an environment where school staff work as a team to identify students’ social-emotional behavioral needs, work directly with students to build resilience, and help students develop self-regulatory skills. Summer Support Coordinators will perform this support. Parents and caregivers will also learn how to reduce stress on youth and how to create a safe, stable home life to support student success.

   • Increase the dosage of service provided by the Behavior Intervention/Prevention Specialist. This will increase the frequency of support among youth currently receiving services, and additional outreach may identify new students to serve.

   • Provide two implementations of the evidence-based Strengthening Families Program; including one for English speakers and one for Spanish speakers;
- Conduct a middle school visual communication project with high risk youth. Activities include taking pictures, telling and sharing stories. This group will provide a focus for staff to connect with students around adverse childhood experiences, mental health, and adversity as students select and share through this work.

3. Amend the Year 2 budget table by adding $25,000 in additional funding and add a budget table for Year 3. A revised Exhibit B is attached.

4. The effective date of the extension is May 1, 2014.

5. Funding for the extended contract period (9/1/2014 – 8/31/2015) is not to exceed $92,500.

6. Funding for the total contract period (9/1/2014 – 8/31/2015) is not to exceed $252,500.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES IDENTIFIED AS AFFECTED BY THIS EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION.

Signature is required below.

APPROVAL AS TO PROGRAM:  
Anne Deacon, Human Services Manager 4/7/14

DEPARTMENT HEAD APPROVAL:  
Regina Delahunt, Health Department Director 4/10/14

APPROVAL AS TO FORM:  
Royce Buckingham, Civil Deputy Prosecutor 4/10/14

FOR THE CONTRACTOR:

James B. Frey, Superintendent 4/8/14

On this day of April, 2014, before me personally appeared James B. Frey, to me known to be the Superintendent and who executed the instrument and who acknowledged to me the act of signing and sealing thereof.

Shari Beth Shagren  
NOTARY PUBLIC in and for the State of Washington Residing at Bellingham.

My Commission expires: 4-19-14

FOR WHATCOM COUNTY:

Jack Louws, County Executive  

On this day of , 2014, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington Residing at Bellingham.

My Commission expires:
The source of funding for this contract, in an amount not to exceed $252,500.00, is Whatcom County mental health/chemical dependency sales tax revenue.

The budget this contract is as follows:

### Year 1 Contract Budget – 9/1/2012 – 8/31/2013

<table>
<thead>
<tr>
<th>Item</th>
<th>Documentation Required for Reimbursement</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Behavioral Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$53,575</td>
</tr>
<tr>
<td>Drug/Alcohol Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$10,125</td>
</tr>
<tr>
<td>Program supplies, professional development/training, and mileage</td>
<td>General ledger detail for program supplies and training registrations For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.</td>
<td>$2,800</td>
</tr>
<tr>
<td>Sub-contracted Professional Services (Psychiatrist, Evals, etc.)</td>
<td>Subcontractor invoice showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

**$67,500**

### Year 2 Contract Budget – 9/1/2013 – 8/31/2014

<table>
<thead>
<tr>
<th>Item</th>
<th>Documentation Required for Reimbursement</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$30,000</td>
</tr>
<tr>
<td>Drug/Alcohol Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$15,151</td>
</tr>
<tr>
<td>Behavioral Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$20,549</td>
</tr>
<tr>
<td>Summer Support Coordinators (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$20,000</td>
</tr>
<tr>
<td>Subcontracted services (e.g., therapy, psychological services, drug/alcohol counseling)</td>
<td>Subcontractor invoice showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
<td>$1,000</td>
</tr>
<tr>
<td>Strengthening Families Program Support</td>
<td>General Ledger Detail for supplies and materials, childcare or additional staffing, refreshments or meals, or other costs not covered through other funding sources</td>
<td>$2,500</td>
</tr>
<tr>
<td>Program supplies, professional development/training, and travel</td>
<td>General Ledger Detail or receipts detailing program supplies, training, and travel expenses For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.</td>
<td>$3,300</td>
</tr>
</tbody>
</table>

**TOTAL $92,500**

*The Contractor may transfer funds between contract budget years 1 and 2 with prior written County approval.*
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<tr>
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<td>$30,000</td>
</tr>
<tr>
<td>Drug/Alcohol Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$35,000</td>
</tr>
<tr>
<td>Behavioral Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$25,000</td>
</tr>
<tr>
<td>Subcontracted services (e.g., therapy, psychological services, drug/alcohol counseling)</td>
<td>Subcontractor invoice showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
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<td>General Ledger Detail or receipts detailing program supplies, training, and travel expenses For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.</td>
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<td><strong>$92,500</strong></td>
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The Contractor may transfer funds between budget line items in an amount up to 10% of the total budget with prior written County approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior written County approval.

**Invoicing**

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted either monthly or bi-monthly (every two months). Monthly invoices must be submitted by the 15th day of the month following the month of service. Bi-monthly invoices must be submitted according to the schedule below.

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<tr>
<th>Service Month Period</th>
<th>Bi-Monthly Invoice Due Date</th>
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<tr>
<td>September and October</td>
<td>November 15th</td>
</tr>
<tr>
<td>November and December</td>
<td>January 15th</td>
</tr>
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<td>January and February</td>
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<td>March and April</td>
<td>May 15th</td>
</tr>
<tr>
<td>May and June</td>
<td>July 15th</td>
</tr>
<tr>
<td>July and August</td>
<td>September 15th</td>
</tr>
</tbody>
</table>

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

Business Office  
Whatcom County Health Department  
509 Girard St.  
Bellingham, WA  98225

HL_050114_Lynden_School_District_Amend_#3  5
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

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

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

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
**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>If</td>
<td>3/18/14</td>
<td></td>
<td>4/22/14</td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td>4/22/14</td>
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<td></td>
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<tr>
<td>Dept. Head:</td>
<td>4/10/14</td>
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<tr>
<td>Prosecutor:</td>
<td>4/10/14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>4/22/14</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Title of Document:**

Agreement between Whatcom County and the Ferndale School District.

**Attachments:**
- Contract Info Sheet
- Memo to Executive
- 2 Originals of Contract Agreement

**SEPAs Review:**

<table>
<thead>
<tr>
<th>SEPAs review required?</th>
<th>( ) Yes</th>
<th>( X ) No</th>
<th>SEPAs review completed?</th>
<th>( ) Yes</th>
<th>( ) No</th>
</tr>
</thead>
</table>

**Should Clerk schedule a hearing?**

| ( ) Yes | ( X ) No |

**Requested Date:**

**Summary Statement or Legal Notice Language:**

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

The purpose of the contracted service is to provide behavioral health services within the Ferndale School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

**Committee Action:**

**Council Action:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).*
Enclosed are two (2) originals of a contract amendment between Whatcom County Health Department and the Ferndale School District for your review and signature.

- **Background and Purpose**
  This contract is one of several contracts that are part of a strategic plan to increase and enhance behavioral health services to the youth in Whatcom County who are at risk for serious mental health and substance abuse concerns. Whatcom County's Board of Health supports this plan and directed the Health Department at their July 30, 2013 meeting to expand programs to youth. The purpose of this contract amendment is to provide funding for behavioral health services during the 2014 summer and to extend the contract thru the 2014-2015 school year.

- **Funding Amount and Source**
  The source of funding for this amendment, in an amount not to exceed $117,710, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2014 and 2015 budgets. Council approval is required because this amendment increases the annual contract budget in excess of 10%.

- **Differences from Previous Contract**
  This amendment adds $17,710 funding for the continuation of behavioral health services over the summer and extends the contract for the 2014-15 school year.

Please contact Joe Fuller at extension 30684 if you have any questions regarding this amendment.

Encl.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

Originating Department: Health
Contract Administrator: Joe Fuller
Contractor's / Agency Name: Ferndale School District

Is this a New Contract? Yes __ No __
Yes ___ No ___ If not, is this an Amendment or Renewal to an Existing Contract?
Yes ___ No ___ If Amendment or Renewal, Original Contract # 201207029

Does contract require Council Approval? Yes ___ No ___

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

County Grant Administrator: Joe Fuller Extension #: 30684

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) ____________ Cost Center: 124100

Is this service agreement excluded from E-Verify? Yes ___ No ___
If yes, indicate exclusion(s) below:
☐ Professional services agreement for certified/licensed professional
☐ Contract less than $100,000.
☐ Contract for Commercial off the shelf items (COTS)
☐ Contract work is all performed outside U.S.
☐ Work related subcontract less than $25,000.
☐ Interlocal Agreement (between Govt's)
☐ Public Works - Local Agency/Federally Funded FHWA

Contract Amount: (sum of orig contract amt and any prior amendments) $ 150,000.00
This Amendment Amount: $ 117,710.00
Total Amended Amount: $ 267,710.00

Contracts that require Council Approval (incl. agenda bill & memo)
• Professional Services Agreement above $25,000.
• Bid is more than $40,000.
• Amendments that have either an increase greater than 10% or
  Provide a $10,000 increase in amount (whichever is greater)

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

Summary of Scope:
The purpose of the contracted service is to provide behavioral health services within the Ferndale School District in order
to promote a greater ability for academic success for students who are challenged with mental health and substance abuse
problems.

Term of Contract: 1 Year Expiration Date: 8/31/2015

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]
1. Prepared by: JF Date 4/1/14 [electronic]
2. Attorney reviewed: Date [electronic]
3. AS Finance reviewed: mdc 4/7/14 [electronic]
4. IT reviewed if IT related Date [electronic]
5. Corrections made: Date 4/7/14 [electronic] hard copy printed
6. Attorney signoff: rb Date
7. Contractor signed: Date 4/7/14
8. Submitted to Exec Office Date 4/7/14 [summary via electronic; hardcopies]
9. Council approved (if necessary) Date
10. Executive signed: Date
11. Contractor Original Returned to dept: Date
12. County Original to Council Date
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201207029

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

AND CONTRACTOR:
Ferndale School District
P. O. Box 698
Ferndale, WA 98248

AMENDMENT NUMBER: 3
CONTRACT PERIODS:
Original: 9/1/2012 – 8/31/2013
Amendment #1 9/1/2013 – 8/31/2014
Amendment #2 9/1/2013 – 8/31/2014
Amendment #3 5/1/2014 – 8/31/2015

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY EXTENDED AS SET FORTH IN THE DESCRIPTION OF THE EXTENSION BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF EXTENSION:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".

2. Amend Exhibit A "Scope of Work, by replacing the first bullet with the following:

   ▪ Provide behavioral health services to at least 115 students, ages 5 – 18 years, and their families as appropriate, with in each annual contract year. Those served will be students in the Ferndale School District who have been identified to have or be at risk of developing mental health and/or substance abuse issues. Services will reach new students and also increase the dosage of support among youth already being served.

3. Amend Exhibit A " Scope of Work", by adding the following bullets:

   ▪ Deliver ‘Summer Youth Development Services’ in June and July 2014. Development services include working with at least 15 students to improve communication and social skills and develop leadership while participating in pro-social activities. The Intervention/Prevention Specialist will serve as primary staff, and program planning, outreach, and support will be provided by a Teacher and Para educator.

   ▪ Utilize a Native American Liaison to connect at least 20 Native American youth and families to behavioral health services, provide outreach to engage youth in prevention and intervention services, and recruit Native American students to
participate in student activity groups. Over 80 hours of service will be delivered between 5/1/14 and 8/31/2014.

4. The effective date of the extension is May 1, 2014.

5. Amend the Year 2 budget table by adding $17,710 in additional funding for a total of $92,710, and add a budget table for Year 3. A revised Exhibit B is attached.

6. Funding for the extended contract period (9/1/2014 – 8/31/2015) is not to exceed $100,000.

7. Funding for the total contract period (9/1/2012 – 8/31/2015) is not to exceed $267,710.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.
ALL PARTIES IDENTIFIED AS AFFECTED BY THIS EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION.
Signature is required below.

APPROVAL AS TO PROGRAM:  
Anne Deacon, Human Services Manager  4/9/14

DEPARTMENT HEAD APPROVAL:  
Regina A. Delahunt, Health Department Director  4/10/14

APPROVAL AS TO FORM:  
Royce Buckingham, Civil Deputy Prosecutor  4/10/14

FOR THE CONTRACTOR:

Elvis S. Dellingar  4/9/14
Contractor Signature

Elvis C. Dellingar  4/9/14
Print Name and Title

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 8th day of April, 2014, before me personally appeared Elvis Dellingar, to me known to be the Contractor and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

TANYA M. CARTER  
NOTARY PUBLIC in and for
the State of Washington
Residing at Bellingham.

Commission expires: July 11, 2015

Jack Louws, County Executive  4/9/14

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this ______ day of ____________________, 2014, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

__________________________  
NOTARY PUBLIC in and for
the State of Washington
Residing at Bellingham.

My Commission expires:
EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed $267,710.00, is Whatcom County mental health/chemical dependency sales tax revenue. The budget for this contract is as follows:

<table>
<thead>
<tr>
<th>Year 1 Contract Budget 9/1/2012 – 8/31/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item</strong></td>
</tr>
<tr>
<td>Intervention/Prevention Specialist (including salary and benefits)</td>
</tr>
<tr>
<td>Subcontracted services (e.g., assessments, therapy, psychological services, drug/alcohol counseling, educational presenters)</td>
</tr>
<tr>
<td>Care Team member stipends</td>
</tr>
<tr>
<td>Program supplies, professional development, training, and travel</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year 2 Contract Budget 9/1/2013 – 8/31/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item</strong></td>
</tr>
<tr>
<td>Intervention/Prevention Specialist (including salary and benefits)</td>
</tr>
<tr>
<td>Native American Liaison (including salary and benefits)</td>
</tr>
<tr>
<td>Para Educator &amp; Teacher (including salary and benefits)</td>
</tr>
<tr>
<td>Subcontracted services (e.g., assessment, therapy, counseling, case management, parent education)</td>
</tr>
<tr>
<td>Care Team Member Stipends ($400/member/year &amp; taxes)</td>
</tr>
<tr>
<td>Program supplies, professional development, training, and travel</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
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The Contractor may transfer funds between contract budget years with prior written County approval.
<table>
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<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$84,804</td>
</tr>
<tr>
<td>Subcontracted services (e.g., assessment, therapy, drug/alcohol</td>
<td>Subcontractor invoice showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
<td>$4,496</td>
</tr>
<tr>
<td>counseling, case management, parent education)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Care Team Member Stipends ($400/member/year &amp; taxes)</td>
<td>Names of Care Team Members + General Ledger Detail</td>
<td>$7,200</td>
</tr>
<tr>
<td>Program supplies, professional development, training, and travel</td>
<td>General Ledger Detail required for program supplies. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Mileage reimbursements require number of miles traveled and will be reimbursed at the current federal rate. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</td>
<td>$3,500</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
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</tr>
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The Contractor may transfer funds between budget line items in an amount up to 10% of the total budget with prior written County approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior written County approval.

**Invoicing**

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted either monthly or bi-monthly (every two months). Monthly invoices must be submitted by the 15th day of the month following the month of service. Bi-monthly invoices must be submitted according to the schedule below.

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2. The Contractor shall submit invoices to (include contract #):

   Business Office  
   Whatcom County Health Department  
   509 Girard St.  
   Bellingham, WA 98225
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

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

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

5. **Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
### Agreement between Whatcom County and Meridian School District

**ATTACHMENTS:**
- Contract Info Sheet
- Memo to Executive
- 2 Originals of Contract 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.)

Provides funding for behavioral health services to the youth in Meridian School District who are at risk for serious mental health and substance abuse concerns.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

---

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

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt, Director

RE: Meridian School District, Behavioral Health Services Amendment #2

DATE: April 9, 2014

Enclosed are two (2) originals of a contract amendment between Whatcom County Health Department and the Meridian School District for your review and signature.

- **Background and Purpose**
  This contract is one of several contracts that are a part of a strategic plan to increase and enhance behavioral health services to the youth in Whatcom County who are at risk for serious mental health and substance abuse concerns. Whatcom County's Board of Health supports this plan and directed the Health Department at their July 30, 2013 meeting to expand programs to youth. The purpose of this contract amendment is to continue behavioral health services during the summer months within the Meridian School District in order to promote a greater ability for academic success for students who are challenged with substance abuse problems and encourage healthy behaviors during the break in the academic year. This amendment also extends the contract through the 2014-15 academic year.

- **Funding Amount and Source**
  The source of funding for this amendment, in an amount not to exceed $115,000, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2014 and 2015 budgets. Council approval is required because these additional funds exceed a 10% increase in the contract budget.

- **Differences from Previous Contract**
  This amendment adds $25,000 to fund an Alcohol and Drug Intervention Specialist position and extends the contract thru the 2014-15 academic year.

Please contact Joe Fuller at extension 30684 if you have any questions regarding this amendment.
### WHATCOM COUNTY CONTRACT
#### INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Joe Fuller</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Meridian School District</td>
</tr>
</tbody>
</table>

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

Yes ___ No ___ If Amendment or Renewal, Original Contract # 201207026

Does contract require Council Approval? Yes ___ No ___

Is this a grant agreement? Yes ___ No ___

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

<table>
<thead>
<tr>
<th>County Grant Administrator</th>
<th>Joe Fuller</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extension #:</td>
<td>30684</td>
</tr>
</tbody>
</table>

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

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

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

If yes, RFP and Bid number(s) ____________________ Cost Center: 124100

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

If yes, indicate exclusion(s) below:

- ☑ Professional services agreement for certified/licensed professional
- □ Contract less than $100,000.
- □ Contract for Commercial off the shelf items (COTS)
- □ Contract work is all performed outside U.S.
- □ Work related subcontract less than $25,000.
- □ Interlocal Agreement (between Govt’s)
- □ Public Works - Local Agency/Federally Funded FHWA

<table>
<thead>
<tr>
<th>Contract Amount: (sum of orig contract amt and any prior amendments)</th>
<th>Contracts that require Council Approval (incl. agenda bill &amp; memo)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 130,000</td>
<td>• Professional Services Agreement above $25,000.</td>
</tr>
<tr>
<td>This Amendment Amount:</td>
<td>• Bid is more than $40,000.</td>
</tr>
<tr>
<td>$ 115,000</td>
<td>• Amendments that have either an increase greater than 10% or</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>Provide a $10,000 increase in amount (whichever is greater)</td>
</tr>
<tr>
<td>$ 245,000</td>
<td>RENEWALS: Council approval is not required when exercising an</td>
</tr>
<tr>
<td></td>
<td>option to renew that is provided in the original contract.</td>
</tr>
</tbody>
</table>

**Summary of Scope:**
The purpose of the contracted service is to provide behavioral health services within the Meridian School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

| Term of Contract: 1 Year | Expiration Date: 8/31/2015 |

**Contract Routing Steps & Signoff:** [sign or initial]  
1. Prepared by: [pj]  
2. Attorney reviewed: [rb]  
3. AS Finance reviewed: [mdj]  
4. IT reviewed if IT related  
5. Corrections made:  
6. Attorney signoff:  
7. Contractor signed:  
8. Submitted to Exec Office  
9. Council approved (if necessary):  
10. Executive signed:  
11. Contractor Original Returned to dept:  
12. County Original to Council  

[indicate date transmitted]  
Date 2/27/14 [electronic]  
Date 3/27/14 [electronic]  
Date 3/27/14 [electronic]  
Date [electronic]  
Date [electronic] hard copy printed  
Date 3-28-14  
Date 4-4-14 [summary via electronic; hardcopies]  
Date  
Date  
Date  
Date
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

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

AND CONTRACTOR:
Meridian School District
214 W. Laurel Rd.
Bellingham, WA 98292

Whatcom County # 201207026

AMENDMENT NUMBER: 2
CONTRACT PERIODS:
Original: 9/1/2012 – 8/31/2013
Amendment #1 9/1/2013 – 8/31/2014
Amendment #2 5/1/2014 – 8/31/2015

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS
THERETO, IS HEREBY EXTENDED AS SET FORTH IN THE DESCRIPTION OF THE
EXTENSION BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 1 year, as per the original
   contract “General Terms, Section 10.2, Extension”.

2. Amend Exhibit A, “Scope of Work”, Statement of Work, by revising the first bullet to
   read:

   ▪ Provide behavioral health services to at least 210 students, ages 3 to 21 years, and their families as
     appropriate in each annual contract year (9/1 – 8/31). Those served will be students in the Meridian
     School District who have been identified to have or to be at risk of developing mental health and/or
     substance abuse issues. The new Alcohol and Drug Intervention Specialist will identify appropriate
     students to support with education, prevention, or intervention efforts. Services may include youth
     receiving other behavioral support services, as well as students not yet identified.

   Add an additional bullet as follows:

   ▪ Provide behavioral health services during the summer months. Summer services will include working
     directly with students, and their families as appropriate, to assist with interventions required to
     encourage healthy behaviors during the break in the academic school year. Services will reach new
     students and also increase the dosage of support among youth already being served.

3. Amend Exhibit B, “Compensation”, by adding an additional allowable expense to the
   contract budget for salary and benefits associated with an Alcohol and Drug Intervention
   Specialist and by increasing compensation by $25,000 for the 2013-2014 contract
   period. A new budget table has been added to fund the contract for the 2014-2015
   contract year. A revised Exhibit B is attached.

4. The effective date of the amendment is May 1, 2014.
5. Funding for the extended contract period (9/1/2014 – 8/30/2015) shall not exceed $90,000.

6. Funding for the entire contract period (9/1/2012 – 8/31/2015) shall not exceed $245,000.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES IDENTIFIED AS AFFECTED BY THIS EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION.

Signature is required below.

--------------------------
APPROVAL AS TO PROGRAM:  
Anne Deacon, Human Services Manager Date 4/1/14

DEPARTMENT HEAD APPROVAL:  
Regina A. Delahunt, Health Department Director Date 4/10/14

APPROVAL AS TO FORM:  
Royce Buckingham, Civil Deputy Prosecutor Date 5/16/14

FOR THE CONTRACTOR:

[Signature]
Contractor Signature
Print Name and Title 3/26/14

STATE OF WASHINGTON)  
COUNTY OF WHATCOM )

On this 28th day of March, 2014, before me personally appeared Tom Churchill, to me known to be the Meridian Superintendent and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Daniel Bennett Yorton
NOTARY PUBLIC in and for the State of Washington
Residing at Bellingham.

FOR WHATCOM COUNTY:

Jack Louws, County Executive  
Date

STATE OF WASHINGTON)  
COUNTY OF WHATCOM )

On this ______ day of ______, 2014, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Daniel Bennett Yorton
NOTARY PUBLIC in and for the State of Washington
Residing at Bellingham.
EXHIBIT "B" Amendment #2
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed $245,000.00, is Whatcom County mental health/chemical dependency sales tax revenue.

The budget for this contract is as follows:

**Year 1 Contract Budget 9/1/2012 – 8/31/2013**

<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Intervention and Mental Health Support Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$19,000</td>
</tr>
<tr>
<td>Behavioral Health Counselor (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$25,800</td>
</tr>
<tr>
<td>Subcontracted services (e.g., assessment, therapy, psychological services, drug/alcohol counseling, case management, parent education)</td>
<td>Subcontractor invoice showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
<td>$20,000</td>
</tr>
<tr>
<td>Program Supplies and Materials</td>
<td>General Ledger Detail</td>
<td>$100</td>
</tr>
</tbody>
</table>

Travel: For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.

**TOTAL** $65,000

**Year 2 Contract Budget 9/1/2013 – 8/31/2014**

<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
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</tr>
<tr>
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<td>General Ledger Detail</td>
<td>$100</td>
</tr>
<tr>
<td>Alcohol and Drug Intervention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$25,000</td>
</tr>
<tr>
<td>Subcontracted services (e.g., assessment, therapy, psychological services, drug/alcohol counseling, case management, parent education)</td>
<td>Subcontractor invoice showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
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Travel: For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.

**TOTAL** $90,000

The Contractor may transfer funds between contract budget Year 1 and Year 2 with prior written County approval.
<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
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<td>General Ledger Detail</td>
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<td>General Ledger Detail</td>
<td>$100</td>
</tr>
<tr>
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<td>General Ledger Detail</td>
<td>$25,000</td>
</tr>
<tr>
<td>Subcontracted services (e.g., assessment, therapy, psychological services, drug/alcohol counseling, case management, parent education)</td>
<td>Subcontractor invoice showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
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</tr>
<tr>
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<td>For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.</td>
<td>$100</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$90,000</strong></td>
</tr>
</tbody>
</table>

The Contractor may transfer funds between budget line items in an amount up to 10% of the total budget with prior written County approval.

**Invoicing**

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted either monthly or bi-monthly (every two months). Monthly invoices must be submitted by the 15th day of the month following the month of service. Bi-monthly invoices must be submitted according to the schedule below.

<table>
<thead>
<tr>
<th>Service Month Period</th>
<th>Bi-Monthly Invoice Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September and October</td>
<td>November 15th</td>
</tr>
<tr>
<td>November and December</td>
<td>January 15th</td>
</tr>
<tr>
<td>January and February</td>
<td>March 15th</td>
</tr>
<tr>
<td>March and April</td>
<td>May 15th</td>
</tr>
<tr>
<td>May and June</td>
<td>July 15th</td>
</tr>
<tr>
<td>July and August</td>
<td>September 15th</td>
</tr>
</tbody>
</table>

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

   Business Office
   Whatcom County Health Department
   509 Girard St.
   Bellingham, WA 98225

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

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

5. **Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
### WHATCOM COUNTY COUNCIL AGENDA BILL

**CLEARANCES**

<table>
<thead>
<tr>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>pJ</td>
<td>3/7/14</td>
<td>4/22/14</td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td>RF</td>
<td>4/3/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>RA</td>
<td>4/6/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>RA</td>
<td>4/6/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>ML</td>
<td>4/14/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Contract amendment between Whatcom County and the Blaine School District.

**ATTACHMENTS:**
- Contract Info Sheet
- Memo to Executive
- 2 Originals of Contract Agreement

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

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

Provides funding for behavioral health services to the youth in Blaine School District who are at risk for serious mental health and substance abuse concerns.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Blaine School District, Behavioral Health Services Amendment #2
DATE: April 10, 2014

Enclosed are two (2) originals of a contract amendment between Whatcom County Health Department and the Blaine School District for your review and signature.

- Background and Purpose

This contract is one of several contracts that are a part of a strategic plan to increase and enhance behavioral health services to the youth in Whatcom County who are at risk for serious mental health and substance abuse concerns. Whatcom County’s Board of Health supports this plan and directed the Health Department at their July 30, 2013 meeting to expand programs to youth. The purpose of this contract amendment is to continue behavioral health services during the summer months within the Blaine School District in order to promote greater academic success for students who are challenged with substance abuse problems and encourage healthy behaviors during the break in the academic year. This amendment also extends the contract thru the 2014-15 academic year.

- Funding Amount and Source

The source of funding for this amendment, in an amount not to exceed $115,000, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2014 and 2015 budgets. Council approval is required because this amendment increases the annual contract budget by more than 10%.

- Differences from Previous Contract

This amendment adds $25,000 for behavioral health staff, supplies and subcontracted services in order to continue delivering services to students over the 2014 summer months and extends the contract for the 2014-15 school year.

Please contact Joe Fuller at extension 30684 if you have any questions regarding this amendment.

Encl.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Joe Fuller</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Blaine School District</td>
</tr>
</tbody>
</table>

**Is this a New Contract?** Yes _X_ No ___
**If not, is this an Amendment or Renewal to an Existing Contract?** Yes _X_ No ___
**If Amendment or Renewal, Original Contract #:** 201207028-1

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

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

**County Grant Administrator _Joe Fuller_ Extension #: 30684**

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

**Is this contract the result of a RFP or Bid process?** Yes ___ No _X_ ___
**Contract Cost Center: 124100**

**Is this service agreement excluded from E-Verify?** Yes _X_ No ___
**If yes, indicate exclusion(s) below:**
- Professional services agreement for certified/licensed professional
- Contract less than $100,000.
- Contract for Commercial off the shelf items (COTS)
- Contract work is all performed outside U.S.
- Work related subcontract less than $25,000.
- Interlocal Agreement (between Gov'ts)
- Public Works - Local Agency/Federally Funded FHWA

**Contract Amount:** (sum of orig contract amt and any prior amendments)
- $130,000

**This Amendment Amount:**
- $115,000

**Total Amended Amount:**
- $245,000

**Summary of Scope:**
The purpose of the contracted service is to provide behavioral health services within the Blaine School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

**Term of Contract: 1 Year**
**Expiration Date: 8/31/2015**

**Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]**
1. Prepared by: _______pj______ Date: 3/7/14 [electronic]
2. Attorney reviewed: rb Date: 3/26/14 [electronic]
3. AS Finance reviewed: mdc Date: 3/26/14 [electronic]
4. IT reviewed if IT related: Date: [electronic] hard copy printed
5. Corrections made: Date: 4-7-14
6. Attorney signoff: Date: 4-7-14 [summary via electronic; hardcopies]
7. Contractor signed: Date: 4-7-14
8. Submitted to Exec Office: Date: 4-7-14
9. Council approved (if necessary): Date: 4-7-14
10. Executive signed: Date: 4-7-14
11. Contractor Original Returned to dept: Date: 4-7-14
12. County Original to Council Date: 4-7-14
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201207028

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

AMENDMENT NUMBER: 2
CONTRACT PERIODS:
Original: 09/01/2012 – 08/31/2013
Amendment #1: 09/01/2013 – 08/31/2014
Amendment #2: 05/01/2014 – 08/31/2015

AND CONTRACTOR:
Blaine School District
770 Mitchell St.
Blaine, WA 98230

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY EXTENDED AS SET FORTH IN THE DESCRIPTION OF THE EXTENSION BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF EXTENSION:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".

2. Amend Exhibit "A" Scope of Work, Statement of Work section by amending the first and seventh bullets as follows:

   ▪ Provide behavioral health services to at least 75 middle school and high school students, and their families as appropriate, in each contract year (9/1 – 8/31). Those served will be students in the Blaine School District who have been identified to have or to be at risk of developing mental health and/or substance abuse issues.

   ▪ Deliver a minimum of four parent trainings in each contract year to at least 75 parents, utilizing the ‘Love and Logic’, ‘Strengthening Families’, ‘123 Magic’ curricula, or other research-based program designed to reduce substance use and/or improve family functioning. Staff training on similar topics will also target 75-100 individuals.

   An additional bullet will be added to this section as follows:

   ▪ Provide behavioral health services during the summer months. Summer services will include working directly with middle and high school students, and their families as appropriate to assist with interventions required to encourage healthy behaviors during the break in the academic school year. Services will reach new students and also increase the dosage of support among youth already being served. Also, an additional parent training as described above will be conducted during the summer.

3. The effective date of this amendment is May 1, 2014.

4. Funding for the current contract year (9/1/13 – 8/31/2014) is not to exceed $90,000.
   Funding for the extended contract period (9/1/2014 – 8/31/2015) is not to exceed $90,000.

HL_050114_Blaine_School_District_Amend#2
Page 1
5. Funding for the total contract period (9/1/2012 – 8/31/2014) is not to exceed $245,000. A revised Exhibit B is attached.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES IDENTIFIED AS AFFECTED BY THIS EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION.

Signature is required below.

APPROVAL AS TO PROGRAM: Anne Deacon, Human Services Manager
Date: 1/9/14

DEPARTMENT HEAD APPROVAL: Regina Delahunt, Health Department Director
Date: 4/10/14

APPROVAL AS TO FORM: Royce Buckingham, Chief Civil Deputy Prosecutor
Date: 9/10/14

FOR THE CONTRACTOR:

Contractor Signature: Randy Elsbree
Print Name and Title: Randy Elsbree
Date: 1/9/14

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this 9th day of April, 2014, before me personally appeared Randy Elsbree, to me known to be the Administrator and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Lynn M. VanBuskirk
NOTARY PUBLIC in and for the State of Washington
Residing at Bellingham, Blaine

My Commission expires: 8/1/2017

FOR WHATCOM COUNTY:

Jack Louws, County Executive
Date

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this ______ day of ______________________, 2014, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington
Residing at Bellingham.

My Commission expires:
EXHIBIT "B" Amendment #2
(COMPARTMENT)

The source of funding for this contract, in an amount not to exceed $245,000.00, is Whatcom County mental health/chemical dependency sales tax revenue.

The budget for this contract is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$37,164</td>
</tr>
</tbody>
</table>
| Program supplies, professional development/training, and travel     | General Ledger Detail for supplies & training
For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal Rate.
Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts.
Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose.
Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required. | $7,230  |
<p>| Subcontracted services (e.g., alcohol and drug evaluations, case management, community presentations, parent and staff trainings, psychological evaluations) | Subcontractor invoicing showing subcontractor name, type of service, rate &amp; hours of service, student identifier | $8,646  |
| Whatcom Discovery Mental Health Day Treatment Program ($238/child/day) | Student identifier &amp; dates of service                                                           | $4,760  |
| Care Team member stipends plus benefits (Middle School and High School) $450/member/yr | Names of Care Team Members                                                                     | $7,200  |
| TOTAL                                                                |                                                                                               | $65,000 |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$40,850</td>
</tr>
<tr>
<td>Program supplies, professional development/training, and travel</td>
<td>General Ledger Detail for supplies &amp; training For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal Rate. Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</td>
<td>$17,230</td>
</tr>
<tr>
<td>Subcontracted services (e.g., alcohol and drug evaluations, case management, community presentations, parent and staff trainings, psychological evaluations)</td>
<td>Subcontractor invoicing showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
<td>$19,960</td>
</tr>
<tr>
<td>Whatcom Discovery Mental Health Day Treatment Program ($238/child/day)</td>
<td>Student identifier &amp; dates of service</td>
<td>$4,760</td>
</tr>
<tr>
<td>Care Team member stipends plus benefits (Middle School and High School) $450/member/yr</td>
<td>Names of Care Team Members</td>
<td>$7,200</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$90,000</strong></td>
</tr>
</tbody>
</table>

The Contractor may transfer funds between contract budget years 1 and 2 with prior written County approval.
<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$17,230</td>
</tr>
<tr>
<td>Subcontracted services (e.g., alcohol and drug evaluations, case management, community presentations, parent and staff trainings, psychological evaluations)</td>
<td>Subcontractor invoicing showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
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<tr>
<td>Whatcom Discovery Mental Health Day Treatment Program ($238/child/day)</td>
<td>Student identifier &amp; dates of service</td>
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<tr>
<td>Care Team member stipends plus benefits (Middle School and High School) $450/member/yr</td>
<td>Names of Care Team Members</td>
<td>$7,200</td>
</tr>
</tbody>
</table>

**TOTAL** $90,000

The Contractor may transfer funds between budget line items in an amount up to 10% of the total budget with prior written County approval.

**Invoicing**

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted either **monthly** or **bi-monthly** (every two months). Monthly invoices must be submitted by the 15<sup>th</sup> day of the month following the month of service. Bi-monthly invoices must be submitted according to the schedule below.

<table>
<thead>
<tr>
<th>Service Month Period</th>
<th>Bi-Monthly Invoice Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September and October</td>
<td>November 15&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>November and December</td>
<td>January 15&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>January and February</td>
<td>March 15&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>March and April</td>
<td>May 15&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>May and June</td>
<td>July 15&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>July and August</td>
<td>September 15&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
</tbody>
</table>
2. The Contractor shall submit invoices to (include contract #):

Business Office
Whatcom County Health Department
508 Girard St.
Bellingham, WA 98225

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

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

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

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
TITLE OF DOCUMENT: Interlocal Agreement between Whatcom County and the Lummi Nation for Construction, Operation, Maintenance, and Repair of Haxton Way Roundabout and Associated Public Appurtenances

ATTACHMENTS:
1. Memo to County Executive and Council
2. Contract Information Sheet
3. Interlocal Agreement

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

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

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

Lummi Nation plans to convert the existing conventional intersection at Haxton Way and Smokehouse Road to a roundabout intersection. Similar to last year’s interlocal agreement between the same parties pertaining to the Haxton – Kwina Roundabout, this Agreement defines and assigns responsibilities of the parties for construction, operation, maintenance, and repair of the proposed improvements.

COMMITTEE ACTION: 

COUNCIL ACTION: 

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

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

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

Through: Frank M. Abart, Director

From: Joe Rutan, County Engineer

Date: April 11, 2014

Re: Interlocal Agreement between Whatcom County and Lummi Nation for Haxton Way - Smokehouse Road Roundabout

Requested Action:
Authorize Executive to sign Interlocal Agreement between Whatcom County and Lummi Nation for construction, operation, repair, and maintenance of proposed Haxton Way - Smokehouse Road roundabout and associated public appurtenances.

Background and Purpose:
Lummi Nation plans to lead a project that will convert the existing conventional intersection at Haxton Way and Smokehouse Road to a roundabout intersection. Lummi Nation has obtained most, if not all, necessary right-of-way, and will obtain any other remaining necessary equivalent road right-of-way dedications of real property beyond existing County public road right-of-way boundaries.

The purpose of this Agreement is to define the rights and responsibilities of the parties with regard to development, construction, operation, maintenance, and repair of a roundabout and its associated public appurtenances at the intersection of Haxton Way and Smokehouse Road.

Costs:
Funds for this project have been secured by Lummi Nation, so that no funds from Whatcom County will be used in and for construction of this roundabout.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Joe Rutan, County Engineer</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Lummi Nation</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes ☐ No ☑
If not, is this an Amendment or Renewal to an Existing Contract? Yes ☐ No ☑
If Amendment or Renewal, Original Contract #
Does contract require Council Approval? Yes ☐ No ☑

Is this a grant agreement? Yes ☐ No ☑
If yes, grantor agency contract number(s) CFDA #

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

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

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

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

<table>
<thead>
<tr>
<th>Contract Amount:</th>
<th>(sum of original contract amount and any prior amendments)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0-</td>
<td></td>
</tr>
<tr>
<td>This Amendment Amount:</td>
<td>$</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$</td>
</tr>
</tbody>
</table>

Summary of Scope: The purpose of this Agreement is to define and assign the rights and responsibilities of Whatcom County and Lummi Nation in regard to the development, construction, operation, repair, and maintenance of the planned roundabout at the intersection of Haxton Way and Smokehouse Road, and its associated public appurtenances.

Term of Contract: Indefinite
Expiration Date: Indefinite

**Contract Routing Steps & Signoff**

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Sign or Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Prepared by:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Attorney reviewed:</td>
<td>Daniel L. Gibson</td>
<td>04/11/14</td>
</tr>
<tr>
<td>3.</td>
<td>AS Finance reviewed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>IT reviewed, if IT related:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Corrections made:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Attorney signoff:</td>
<td>Daniel L. Gibson</td>
<td>04/11/14</td>
</tr>
<tr>
<td>7.</td>
<td>Contractor signed: ☑ by Lummi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Submitted to Exec Office:</td>
<td></td>
<td>04/15/14</td>
</tr>
<tr>
<td>9.</td>
<td>Council Approved (if required):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Executive signed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Contractor original returned to Dept.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>County original to Council:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Indicate date transmitted**

- Date: 04/11/14
- Date: 04/15/14

Last Edited 7/24/13
INTERLOCAL AGREEMENT

BY AND BETWEEN

WHATCOM COUNTY AND THE LUMMI NATION

FOR

CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF
SMOKEHOUSE ROAD AND HAXTON WAY ROUNDBOUT AND
ASSOCIATED PUBLIC APPURTEANCES

THIS AGREEMENT is executed this ___day of April, 2014 by and between
Whatcom County, a municipal corporation of the State of Washington, hereinafter referred to as
"County," and the Lummi Tribe of the Lummi Reservation, a federally recognized Native
American tribe, hereinafter referred to as "Nation".

WHEREAS, RCW 39.34.010:

"...permit[s] local governmental units to make the most efficient use of their powers by
enabling them to cooperate with other localities on a basis of mutual advantage and
thereby to provide services and facilities in a manner and pursuant to forms of
governmental organization that will accord best with geographic, economic, population
and other factors influencing the needs and development of local communities..."; and

WHEREAS, Nation and County have partnered to successfully complete other roundabouts,
benefiting County and Nation residents and visitors, and look forward to successfully completing
the conversion of the existing intersection at Haxton Way and Smokehouse Road to a roundabout
intersection; and

WHEREAS, the scope of work for said roundabout conversion project also includes new
construction, modification, and relocation of various pedestrian facilities and utility
infrastructure; and

WHEREAS, Nation has or will, as needed for said roundabout and associated pedestrian
facilities and utility infrastructure operation and maintenance purposes, obtained necessary
equivalent road right-of-way dedications of real property beyond existing County public road
right-of-way boundaries; and
WHEREAS, Nation or County will be the Grantee of said equivalent road right-of-way dedications; and

WHEREAS, County and Nation find that this Agreement is in the best overall public interest;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is mutually agreed and understood that Nation and County, in accordance with federal, state, and local laws, will agree to and comply with the following:

SECTION I. PURPOSE

The purpose of this Agreement is to define the Parties’ rights and responsibilities with regard to the development, construction, operation, repair, and maintenance of a roundabout and its associated public appurtenances at the intersection of Haxton Way and Smokehouse Road, situated on the Lummi Reservation.

SECTION II. NATION RESPONSIBILITIES

Nation shall:

1. Design, plan, and construct the roundabout and all associated pedestrian facilities and utility infrastructure according to the 2010 edition of the Washington State Department of Transportation Design Manual and the 2012 edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction; and obtain all necessary permits;

2. Grant such non-exclusive easements or rights-of-way to County as may be reasonably necessary for County to operate, maintain, and repair the roundabout and its associated public appurtenances, and to provide service providers who are County’s franchisees with permission to use space within the right-of-way for utility infrastructure; provided, that, such easements or rights-of-way shall not extend to any real estate or interest therein which is held in trust for the benefit of Nation or its members;

3. Grant to County a license in such real estate or interests in real estate which are held in trust, for the purpose of operating, maintaining, and repairing the roundabout and its associated public appurtenances, which license shall be irrevocable for the period of time that the roundabout is in use as part of the County-operated road system, and to provide the necessary permissions for service providers to use space within the licensed area as they would if holding a franchise from the County;

4. Allow tribal and non-tribal public use of the roundabout consistent with its traffic purposes;

5. Refrain from interfering with County’s responsibilities pursuant to this Agreement.
SECTION III. COUNTY RESPONSIBILITIES

Contingent upon Nation’s performance of its responsibilities identified in Section II, above, County shall:

1. Upon substantial completion of the roundabout and its associated public appurtenances, accept such roundabout and its associated public appurtenances, provided that they meet the provisions of the 2010 edition of the Washington State Department of Transportation Design Manual and the provisions of the 2012 edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction;

2. At its expense, operate, maintain, and repair roundabout and its associated public appurtenances in a manner that complies with or exceeds all legal standards and safety standards based upon the manual and specifications referenced in #1, above, at the time of their dedication and acceptance by the County;

3. Accept such easements, rights-of-way, or grants as reasonably necessary to fulfill its responsibilities; and

4. In the execution of its duties, comply with all presently applicable federal, state, tribal and local laws, including the Native American Graves Protection and Repatriation Act, Lummi Cultural Resources Preservation Code, and Lummi Tribal Employment Rights Ordinance; and adhere to Nation’s protocols for on-reservation work, including notifying the Lummi Nation Police Department upon initial entry onto the reservation to perform such work.

SECTION IV. CONTINGENCIES

This Agreement is also contingent on Nation successfully obtaining funding for, and LIBC and other approvals of, this Agreement and its obligations arising hereunder.

SECTION V. DURATION

This Agreement shall commence upon the date of execution above and continue unless otherwise terminated as provided herein.

SECTION VI. TERMINATION

1. Termination of this Agreement may only occur under one of the following circumstances:

1.1. If Nation provides notice to County that Nation has totally abandoned the project:

1.1.1. Before any roundabout-associated construction has started, then, effective immediately upon County’s receipt of said notification, this Agreement will terminate automatically without any further involvement by either Party.
1.1.2. After any roundabout-associated construction has started, but prior to County acceptance of the facilities per paragraph no III.1 above, then, effective immediately upon Nation having fully restored the intersection to its pre-construction condition to the satisfaction of County, of which County will provide notice of same to Nation, this Agreement will terminate automatically without any further involvement by either Party.

1.2. Following County’s acceptance of the completed roundabout, if Nation provides to County evidence of recorded public (County) road right-of-way dedication documents that supersede all currently recorded documents that grant equivalent road right-of-way rights to Nation, then, effective immediately upon County receipt of said evidence:

1.2.1. This Agreement will terminate automatically without any further involvement by either Party, and

1.2.2. County will automatically assume all operation, maintenance, and repair responsibilities of any areas of the roundabout itself and all associated public appurtenances now within public road rights-of-way.

2. Any notice required under this Section VI shall be given in accordance with Section XII of this Agreement. Notice shall be deemed to be effective four (4) days following deposit in accordance with Section XII.

3. Upon termination by either Party under the terms stated above, all rights and obligations under this Agreement shall become null and void, except those rights and obligations that would be reasonably expected to continue.

SECTION VII. RELATIONSHIP OF THE PARTIES

The project described in this Agreement is the result of the joint determination of the County and Nation that the construction of the project is appropriate and will benefit both parties. Completion of the project will benefit both the Nation and the County, and will serve the public purpose by increasing traffic safety on County roads.

Notwithstanding the above, the Parties agree that each is an independent entity operating pursuant to the terms and conditions of this agreement. No agent, employee, or representative of either Party shall be deemed to be an agent, employee, or representative of the other Party for any purpose unless requested otherwise in writing per the scope of this agreement. Each Party shall be solely and entirely responsible for the acts of its agents, employees and representatives for the duration of this Agreement.

SECTION VIII. INDEMNIFICATION AND HOLD HARMLESS

1. Nation agrees to protect, defend, save, hold harmless and indemnify County from and against all claims, damages, suits, and actions arising from the negligent acts or omissions of
Nation, or its authorized contractors or subcontractors, including its agents or employees, in the performance of this Agreement. In the event that County is required to institute legal action and/or participate in legal action to enforce this indemnification and hold harmless clause, Nation agrees to pay County's reasonable legal fees, costs and disbursements incurred in establishing the right to indemnification. Under no circumstances shall Nation's obligations pursuant to this paragraph be deemed to afford Nation the right to determine County's counsel or legal strategy, or settle any claim, suit, or action on County's behalf without first obtaining County's approval in writing.

2. County agrees to protect, defend, save, hold harmless and indemnify Nation from and against all claims, damages, suits, and actions arising from the negligent acts or omissions of County, or its authorized contractors or subcontractors, including its agents or employees, in the performance of this Agreement. In the event that Nation is required to institute legal action and/or participate in legal action to enforce this indemnification and hold harmless clause, County agrees to pay Nation's reasonable legal fees, costs and disbursements incurred in establishing the right to indemnification. Under no circumstances shall County's obligations pursuant to this paragraph be deemed to afford County the right to determine Nation's counsel or legal strategy, or settle any claim, damage, suit, or action on Nation's behalf without first obtaining Nation's approval in writing.

SECTION IX. MODIFICATION

No changes or additions to this Agreement shall be valid or binding on any Party unless such changes or additions shall be in writing and executed by both Parties.

SECTION X. NON-WAIVER OF BREACH

The failure of County or Nation to insist upon strict performance of any of the covenants and conditions of this Agreement, or to exercise any options 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.

SECTION XI. ARBITRATION AND MUTUAL WAIVER OF SOVEREIGN IMMUNITY

1. The Parties to this agreement mutually covenant to work cooperatively to timely resolve any dispute that may arise between the Parties concerning this agreement. However, if the Parties cannot mutually settle a dispute, the dispute or claim shall be submitted to binding arbitration. The Parties agree that the arbitration shall be governed by the rules and procedures of the American Arbitration Association. The arbitration shall be brought for resolution at a neutral site in Whatcom County. Judgment on an award of arbitration may be brought only in the U.S. Federal District Court for the Western District of Washington. No award of arbitration shall exceed the obligations of either Party arising from this Agreement, but may include reasonable costs and fees.
2. Nation hereby agrees to a limited waiver of its sovereign immunity only for the purposes of arbitration, the enforcement of an award of or judgment on an award of arbitration, and the enforcement consistent with this arbitration clause of Nation's Responsibilities, Termination and Indemnification and Hold Harmless clauses contained in Sections II, VI and VIII, above. Such waiver shall be effective only in the federal courts for the Western District of Washington. Enforcement of any award or judgment shall not be made against trust property or trust resources, or funds restricted to governmental or economic development purposes.

3. County represents that its sovereign immunity has been abrogated as between the County and Nation with respect to the subject of this Agreement. Nor does the public duty doctrine apply to the benefit of Whatcom County against Lummi Nation with respect to the subject of this Agreement. Nothing in this Agreement shall be construed as affecting the County's sovereign immunity with respect to others who are not party to this agreement, or as to Lummi Nation apart from the subject of this Agreement.

4. The laws of the United States and of the State of Washington shall govern this Agreement.

SECTION XII. NOTICE

Notices pursuant to this Agreement shall be delivered via USPO certified mail, or by private carrier via a method with similar assurances of delivery as USPO certified mail, to the following persons at the corresponding addresses below:

Nation:
Robert Pell
Lummi Nation Planning Department
2616 Kwina Road
Bellingham, WA 98226

County:
Jeff Gollen, Superintendent
Public Works Maintenance & Operations
901 West Smith Road
Bellingham, WA 98226
Phone: 360.676.6759 (during business hours; outside business hours, in case of emergency call 911 and ask for on-duty county road supervisor)

SECTION XIII. RECORDS

Each Party shall maintain books, records, documents and other evidence which accurately evidences all direct and indirect costs incurred by either Party in the performance of this Agreement. These records shall be subject to inspection, review, or audit by the other Party as
required by applicable law. All records will be maintained for a minimum of six years after expiration.
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year hereafter indicated.

DATED this 9th day of April, 2014.

Executed by LUMMI NATION:

[Signature]

Date: 4/9/14

Approved as to Form:

[Signature]

Date: __________

Mary M. Neil, Reservation Attorney

STATE OF WASHINGTON )
:

COUNTY OF WHATCOM )

On this 9th day of April, 2014, before me personally appeared

Cliff Cultec, to me known to be the Vice Chairman of the Lummi Indian Nation,

that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the Lummi Indian Nation, for the uses and purposes herein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the Lummi Indian Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]

Notary Public in and for the State of Washington

Residing at Bellingham, WA

My commission expires 2-09-18

Page 8 of 9

238
Executed by WHATCOM COUNTY

_________________________________________ Date: ____________
Jack Louws, County Executive

Approved as to form:

Prosecuting Attorney’s Office

Daniel Gibson, Chief Civil Deputy Prosecutor Date: 04/14/14

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this ______ day of __________________, 2014, before me personally appeared
Jack Louws, to me known to be the Executive of Whatcom County, a municipal corporation, that
executed the within and foregoing instrument, and acknowledged said instrument to be the free
and voluntary act and deed of Whatcom County, for the uses and purposes herein mentioned, and
on oath stated that he was authorized to execute said instrument on behalf of Whatcom County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first above written.

_________________________________________

Notary Public in and for the State of Washington

Residing at ________________________________

My commission expires ____________________
# Council Operations Action Form

To be completed by Originator:

<table>
<thead>
<tr>
<th>Clearances</th>
<th>Initial</th>
<th>Date</th>
<th>Comments</th>
<th>Resolution # 2014-069</th>
<th>Agenda Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator</td>
<td></td>
<td></td>
<td></td>
<td>Title: Authorizing the Execution of an Interlocal Agreement</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>to Further Construction of a Roundabout at Kwinna Way</td>
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<td>and Smokehouse Road.</td>
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<td>Res. Attorney</td>
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<td>Name of Presenter:</td>
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<td>Mary Neil</td>
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<td>Richard Jefferson</td>
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<td>Director Richard</td>
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<td>(if yes please attach executive summary):</td>
<td>item: N</td>
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<td>Jefferson</td>
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<td>General Manager</td>
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<td>Chair or Vice Chair</td>
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**Please give a brief narrative of your agenda item:** The interlocal agreement contains an arbitration clause and waiver of sovereign immunity; and, it is necessary for the Lummi Nation to grant various easements in land owned by the Nation near the area of the roundabout, to Whatcom County, PSE, or other entities, only as necessary for the purposes of furthering construction of the roundabout. That the UBC hereby authorizes the granting of easements in land owned by the Nation in the area of the Smokehouse roundabout, only as necessary for the construction of the roundabout; and the UBC authorizes the execution of an interlocal agreement substantially similar to the attached, as necessary for the construction, maintenance, and operation of the Smokehouse roundabout.

By signing below, I have completed the Action form assuring that there is approval from all listed parties before submitting it to Council Operations also; "Sign here" tabs have also been placed in all areas in need of signature.

Signature of Department: Robert Pell  
Signature Received by:  
Date & Time: 4/9/14

To be completed by Council Operations staff:

<table>
<thead>
<tr>
<th>Council Follow Up</th>
<th>Specifics:</th>
<th>Timeline:</th>
<th>Delegate(s):</th>
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Resolution # 2014-066
RESOLUTION #2014-069 OF THE LUMMI INDIAN BUSINESS COUNCIL

TITLE: Authorizing the Execution of an Interlocal Agreement to Further Construction of a Roundabout at Kwina Way and Smokehouse Road.

WHEREAS, the Lummi Indian Business Council is the duly constituted governing body of the Lummi Indian Reservation by the authority of the Constitution and By-laws of the Lummi Tribe of the Lummi Reservation, Washington; and

WHEREAS, pursuant to Article VI, Section 1(l) of the Lummi Constitution, the Lummi Indian Business Council has the power to safeguard and promote the peace, safety, morals, and general welfare of the Lummi Reservation by regulating the conduct of trade and the use and disposition of property upon the reservation; and

WHEREAS, the construction of a roundabout at the intersection of Smokehouse Road and Haxton Way will improve traffic flow and safety; and

WHEREAS, an agreement with Whatcom County is necessary for the maintenance of the roundabout post-construction; and

WHEREAS, the interlocal agreement contains an arbitration clause and waiver of sovereign immunity; and.

WHEREAS, it is necessary for the Lummi Nation to grant various easements in land owned by the Nation near the area of the roundabout, to Whatcom County, PSE, or other entities, only as necessary for the purposes of furthering construction of the roundabout.

NOW, THEREFORE, BE IT RESOLVED, that the LIBC hereby authorizes the granting of easements in land owned by the Nation in the area of the Smokehouse roundabout, only as necessary for the construction of the roundabout; and

BE IT FURTHER RESOLVED, the LIBC authorizes the execution of an interlocal agreement substantially similar to the attached, as necessary for the construction, maintenance, and operation of the Smokehouse roundabout; and

BE IT FURTHER RESOLVED, the LIBC approves a waiver of its sovereign immunity as part of the interlocal agreement, so long as the waiver is substantially similar to the following:

1. The Parties to this agreement mutually covenant to work cooperatively to timely resolve any dispute that may arise between the Parties concerning this agreement. However, if the Parties cannot mutually settle a dispute, the dispute or claim shall be submitted to
binding arbitration. The Parties agree that the arbitration shall be governed by the rules and procedures of the American Arbitration Association. The arbitration shall be brought for resolution at a neutral site in Whatcom County. Judgment on an award of arbitration may be brought only in the U.S. Federal District Court for the Western District of Washington. No award of arbitration shall exceed the obligations of either Party arising from this Agreement, but may include reasonable costs and fees.

2. Nation hereby agrees to a limited waiver of its sovereign immunity only for the purposes of arbitration, the enforcement of an award or judgment on an award of arbitration, and the enforcement consistent with this arbitration clause of Nation’s Responsibilities, Termination and Indemnification and Hold Harmless clauses contained in Sections II, VI and VIII, above. Such waiver shall be effective only in the federal courts for the Western District of Washington. Enforcement of any award or judgment shall not be made against trust property or trust resources, or funds restricted to governmental or economic development purposes.

3. County represents that its sovereign immunity has been abrogated as between the County and Nation with respect to the subject of this Agreement. Nor does the public duty doctrine apply to the benefit of Whatcom County against Lummi Nation with respect to the subject of this Agreement. Nothing in this Agreement shall be construed as affecting the County’s sovereign immunity with respect to others who are not party to this agreement, or as to Lummi Nation apart from the subject of this Agreement.
BE IT FINALLY RESOLVED, that the Chairman (or Vice Chair in his absence) is hereby authorized and directed to execute this resolution and any documents connected therewith, and the Secretary (or Recording Secretary in his/her absence) is authorized and directed to execute the following certification on [ ] of [ ], 2014.

Timothy Ballew II, Chairman
☐ Yes ☐ No

Clifford Culpee, Vice-Chair
☑ Yes ☐ No

Jeremiah Julius, Secretary
☐ Yes ☐ No

Darrell Hillaire, Treasurer
☑ Yes ☐ No

Julie Finkbonner, Council Member
☐ Yes ☐ No

Cheryl Sanders, Council Member
☑ Yes ☐ No

Johnny Felix, Council Member
☐ Yes ☐ No

Shasta Cano-Martin, Council Member
□ Yes ☐ No

Steven Toby, Council Member
☐ Yes ☐ No

Bernard Thomas, Council Member
☐ Yes ☐ No

Henry Cagey, Council Member
☐ Yes ☐ No
CERTIFICATION OF RATIFICATION

As Secretary of the Lummi Indian Business Council, I hereby certify that the above Resolution #2014-069 was adopted at a Regular/Special Meeting of the Council held on the 9th day of April 2014, at which time a quorum of 6 was Present by a vote of 6. For, 0 Against and 0 Abstention(s).

Jeremiah Julius, Secretary
Lummi Indian Business Council
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>Sam Ryan</td>
<td>4/8/14</td>
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<td>Prosecutor:</td>
<td>Royce Buckingham</td>
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<td>Executive:</td>
<td>Jack Louws</td>
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**TITLE OF DOCUMENT:**
County-wide Population Growth Monitoring Report

**ATTACHMENTS:**
2014 County-wide Population Growth Monitoring Report

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>(X) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>(X) NO</th>
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<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date</td>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

COUNTY-WIDE POPULATION GROWTH
MONITORING REPORT

I. BACKGROUND INFORMATION

The purpose of this report is to compare population growth estimates for Whatcom County's Urban Growth Areas (UGAs) and non-urban areas with the population growth planned for in the Whatcom County Comprehensive Plan (WCCP), Chapter 1, Table 4. WCCP policies 2S-5 and 2DD-1 call for monitoring of growth in urban and non-urban areas, respectively.

Policy 2DD-1, adopted in 2012, requires that “By February 1 of each year the department will publish a report that monitors residential development activity outside the urban growth areas during the previous year and compares that data with the adopted population growth projection for those areas. If it is apparent that growth occurring outside the urban growth areas is inconsistent with adopted projections, the County shall take action to address the discrepancy.” Whatcom County PDS has published these reports on January 24, 2013 and January 31, 2014.

WCCP Policy 2S-5, adopted in 2009, requires the County to work with the cities to monitor land capacity and growth within UGAs on an annual basis and compare the data with adopted growth projections for the UGAs. The policy requires the County to “coordinate with the cities to amend growth projections, or amend urban growth area densities or boundaries if, over several years, the data indicate that growth is occurring at a significantly different rate than adopted projections.”

Since 2012 the County and the seven cities within the County have been coordinating on updating the land capacity analyses for each of the UGAs. These jurisdictions also contracted with Berk and Associates to compile estimates of population growth between 1990 and 2010 in preparation for the UGA review component of the GMA-required 2016 Comprehensive Plan update.¹

Beginning with the 2010 Census, the Washington State Office of Financial Management (OFM) has published population estimates for UGAs through its Small Area Estimate Program (SAEP). The SAEP estimates have been published in late

¹ Berk and Associates, “Whatcom County Population and Employment Projections and Urban Growth Area Allocations Phase I Technical Report” November 1, 2013. This report contains population data for each UGA and the non-UGA areas between 1990 and 2010, including growth shares and annual growth rates, and was used extensively by the County and cities in preparing recommended growth allocations for the 2013-2036 period. Berk methodology differs from OFM SAEP methodology, resulting in slight differences in estimates.
September, and apply to years measured from April 1 to March 31 rather than on a calendar year basis.²

The WCCP’s 2008-2029 growth projections were adopted in 2009 and modified in 2010. As the County and cities prepare to update the growth projections for the 2016 comprehensive plan update, the population estimates can be compared with the adopted growth projections “over several years,” per WCCP Policy 2S-5. The data in this report has already been presented to the Planning Commission and County Council as part of the process of developing revised population allocations for the County’s UGAs as part of the 2016 Comprehensive Plan Update.³ This report compiles the data into one reference document.

II. POPULATION GROWTH ESTIMATE

<table>
<thead>
<tr>
<th>Table 1. OFM SAEP Population Growth Estimates (April 1)</th>
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<tbody>
<tr>
<td>---------------</td>
</tr>
<tr>
<td>Bellingham</td>
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<tr>
<td>Blaine</td>
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<tr>
<td>Everson</td>
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<tr>
<td>Ferndale</td>
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<tr>
<td>Lynden</td>
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<td>Nooksack</td>
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<td>Sumas</td>
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<td>Birch Bay</td>
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<tr>
<td>Columbia Valley</td>
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<tr>
<td>Non-UGA</td>
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<tr>
<td><strong>Total</strong></td>
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</table>

Table 1 shows annual estimated growth for each UGA over the most recent five years for which OFM SAEP April 1 estimates are available, between the April 1, 2008 and the April 1, 2013 estimates. The drop-off in population growth during the

² OFM’s regular April 1 estimates, typically published in June, provide estimates for cities and the overall County but not for UGAs. Because OFM’s data are based on April 1 years, the data shown in this report are also on an April 1 basis. The 2013 and 2014 Non-Urban Population Growth Monitoring Reports, published in January of those years per WCCP Policy 2DD-1, are based on building permit data for the previous calendar years. Due to the difference in the time periods and in methodology (OFM’s SAEP methodology vs. 2DD-1’s use of building permit data only) the annual estimates for the non-UGA areas will differ between the two reports. The 2014 Non-Urban report includes an estimate for calendar year 2013 while the most recent annual estimating period in this report is April 1, 2012 through March 31, 2013.

recessionary years, particularly in the larger UGAs, is clearly shown (see also Chart 1 below). OFM does not provide an estimate for the remaining non-UGA portion of the County; that estimate is derived by subtracting estimated UGA population from OFM’s total County estimate.

III. COMPARISON WITH PLANNED POPULATION GROWTH

WCCP Chapter 1, Table 4 contains the population growth projections adopted for the UGAs and the non-UGA areas for the 21-year planning period 2008-2029. The projections will be revised as part of the 2016 Comprehensive Plan Update. For illustration purposes, Table 2 shows the currently adopted growth projections as well as a proration of those projections to a 5-year period, assuming an equal annual distribution of projected growth. As PDS staff has shown in recent presentations to the Planning Commission and County Council$, growth has fluctuated widely in the County in past decades and has rarely matched the twenty year annual average figure in any given year.

<table>
<thead>
<tr>
<th>Table 2. WCCP Growth Allocations</th>
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<tr>
<td>UGA</td>
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<tr>
<td>--------</td>
</tr>
<tr>
<td>Bellingham</td>
</tr>
<tr>
<td>Blaine</td>
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<tr>
<td>Everson</td>
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<tr>
<td>Ferndale</td>
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<tr>
<td>Lynden</td>
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<td>Nooksack</td>
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<td>Sumas</td>
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<td>Birch Bay</td>
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<tr>
<td>Columbia Valley</td>
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<tr>
<td>Non-UGA</td>
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<tr>
<td>Total</td>
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</table>

Table 3 compares the five-year OFM SAEP estimates with the 5-year prorated allocation from the WCCP. For all UGAs and the non-UGA portion of the County, estimated growth was below the WCCP growth projections, as would be expected given the severe economic downturn experienced during this period.

$ See WCPDS staff presentations for the July 25, 2013 Planning Commission meeting and the January 28, 2014 County Council meeting.
Table 3. Comparison of OFM SAEP Estimates with WCCP Growth Allocations

<table>
<thead>
<tr>
<th>UGA</th>
<th>OFM SAEP April 1 2008-2013</th>
<th>WCCP Growth Allocations 5-year Proration</th>
<th>Surplus (Deficit)</th>
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</thead>
<tbody>
<tr>
<td>Bellingham</td>
<td>2,718</td>
<td>5,352</td>
<td>(2,634)</td>
</tr>
<tr>
<td>Blaine</td>
<td>219</td>
<td>1,012</td>
<td>(793)</td>
</tr>
<tr>
<td>Everson</td>
<td>115</td>
<td>292</td>
<td>(177)</td>
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<tr>
<td>Ferndale</td>
<td>1,150</td>
<td>2,069</td>
<td>(915)</td>
</tr>
<tr>
<td>Lynden</td>
<td>1,040</td>
<td>1,232</td>
<td>(192)</td>
</tr>
<tr>
<td>Nooksack</td>
<td>143</td>
<td>225</td>
<td>(81)</td>
</tr>
<tr>
<td>Sumas</td>
<td>187</td>
<td>189</td>
<td>(1)</td>
</tr>
<tr>
<td>Birch Bay</td>
<td>751</td>
<td>911</td>
<td>(159)</td>
</tr>
<tr>
<td>Columbia Valley</td>
<td>159</td>
<td>256</td>
<td>(97)</td>
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<tr>
<td>Non-UGA</td>
<td>1,642</td>
<td>1,976</td>
<td>(334)</td>
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<td>Total</td>
<td>8,125</td>
<td>13,513</td>
<td>(5,388)</td>
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Chart 1 includes SAEP growth estimates going back to 2000 and compares them with the annual proportion of the WCCP’s adopted 2008-29 population growth projections (far right column). In the five years since the beginning of the 2008-29 planning period the overall population growth has been below the annual average projection, though in the preceding economic boom years, growth had been significantly higher than the annual average projection.

Tables 2 and 3 compare estimated growth with planned growth in terms of absolute numbers. It is also helpful to compare estimated and planned “growth share,” or the proportion of the total County growth going to individual UGAs and the non-UGA areas. For comparison purposes, Chart 2 shows the distribution of growth among the UGAs first as estimated by OFM SAEP, then as allocated in the adopted growth projections of WCCP Table 4. For example, the WCCP currently plans for Bellingham to receive 39.6% of the County’s growth between 2008 and 2029 but OFM estimates it only received 33.5% from 2008 through 2012. And while growth in the non-UGA area was below its WCCP growth allocation during that five-year period in terms of absolute numbers, its growth share was larger than 14.6 percent because growth was relatively slow in several UGAs during the recent recessionary period.

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5 The WCCP annual growth projections are derived by taking the overall 2008-29 growth allocations for each area in WCCP Chapter 1 Table 4 and dividing by 21 years.
Chart 1. 2000-13 OFM SAEP UGA Growth Estimates and WCCP Annual Average Growth Projections

Chart 2. 2008-2013 Growth Share Comparison

SAEP-Based Est. Share of 2008-13 Growth

2008-2029 Growth Share per WCCP Projections
WCCP Policy 2S-5 calls for the County to "annually monitor land capacity by compiling annual reports from the cities on development activity, and comparing that data with adopted growth projections for the urban growth areas." As discussed above, the County and the cities send annual reports of permit activity to OFM, who uses them to prepare the population estimates shown in Table 1 of this report. Whatcom County PDS and the planners for the seven cities have been working to update the land capacity analyses (LCA's) for each UGA in preparation for the 2016 WCCP update.

At this writing, the County and the cities are in the process of approving a joint resolution that establishes a set of preliminary twenty-year population and employment growth allocations for the UGAs and the non-UGA area. This set of allocations can be used to define one of the alternatives for the WCCP 2016 Update Environmental Impact Study. The city and county elected officials and planning commissions who approved the preliminary allocations were presented proposed allocations accompanied by preliminary LCA estimates of population and employment capacity.

The preliminary LCA's were based largely on current UGA boundaries as well as the cities' and County's assumed densities and market factors. Recent development activity has been factored into both the inventory of available land and the determination of assumed densities.

Table 4 compares the joint resolution's proposed population projections with the preliminary land capacity estimates for each UGA. As the County and cities work together to approve the population and employment allocations by 2016, the LCA's can be adjusted to reflect changes to assumed densities, market factors, or UGA boundaries.

<table>
<thead>
<tr>
<th>UGA</th>
<th>Proposed 2013-2036</th>
<th>Prelim. LCA Pop. Capacity</th>
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<tbody>
<tr>
<td>Bellingham</td>
<td>35,918</td>
<td>26,600</td>
</tr>
<tr>
<td>Blaine</td>
<td>4,414</td>
<td>6,634</td>
</tr>
<tr>
<td>Everson</td>
<td>1,242</td>
<td>1,293</td>
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<tr>
<td>Ferndale</td>
<td>6,833</td>
<td>6,427</td>
</tr>
<tr>
<td>Lynden</td>
<td>6,403</td>
<td>6,934*</td>
</tr>
<tr>
<td>Nooksack</td>
<td>1,035</td>
<td>913</td>
</tr>
<tr>
<td>Sumas</td>
<td>874</td>
<td>884</td>
</tr>
<tr>
<td>Birch Bay</td>
<td>5,500</td>
<td>5,202*</td>
</tr>
<tr>
<td>Columbia Valley</td>
<td>1,345</td>
<td>1,377</td>
</tr>
</tbody>
</table>

*Includes areas currently designated as UGA Reserve

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6 The preliminary land capacity analysis results for the Lynden and Birch Bay UGAs assumed UGA boundaries that would include areas currently designated as UGA Reserve.
WHATCOM COUNTY COUNCIL AGENDA BILL

COUNCIL ACTION:
4/22/2014 Introduced

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
2012-300

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.

TITLES OF DOCUMENT: Zoning amendment to allow Packinghouses and Slaughterhouses in the Agriculture Zoning District as Administrative Approval Uses.

ATTACHMENTS:
1) Proposed Ordinance
2) Exhibit A – Proposed Code Amendments

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

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

This ordinance would require all packinghouse and slaughterhouse applications in the Agriculture Zoning District to be processed as administrative approval uses.
Memorandum

TO: Whatcom County Council
FROM: Joshua Fleischmann, Planner
THROUGH: Sam Ryan, Planning Department Director
DATE: April 10, 2014
SUBJECT: Packinghouses Zoning Text Amendment, RE: PLN2014-00018

At the April 8th Planning Committee Meeting, Committee members voted to amend the draft Exhibit A. The revised draft amendments include allowing slaughterhouses as Administrative Approval Uses under WCC 20.40.139, and prohibiting both packinghouses and slaughterhouses from Critical Aquifer Recharge Areas of High Susceptibility and Frequently Flooded Areas in the Agricultural District (AG).
ORDINANCE NO. 2014-

AMENDING THE WHATCOM COUNTY CODE TO ALLOW PACKINGHOUSES AND SLAUGHTERHOUSES IN THE AGRICULTURE ZONING DISTRICT AS ADMINISTRATIVE APPROVAL USES

WHEREAS, on September 10, 2013, the Whatcom County Council adopted Ordinance No. 2013-051, entitled “Zoning Amendment to Allow Agricultural Packinghouses in the Agriculture Zoning District”; and

WHEREAS, Whatcom County Planning and Development Services staff originally proposed that all applications for packinghouses in the Agriculture Zoning District be processed as conditional uses and a public hearing was held on staff’s proposed amendments before the Planning Commission; and

WHEREAS, the ensuing process before the Planning Commission and the County Council leading up to the adoption of the final ordinance was lengthy, involving numerous work sessions and public hearings, and was fraught with controversy; and

WHEREAS, the Planning Commission recommended to the County Council the adoption of an ordinance allowing applications for packinghouses with no more than 20 employees, regardless of size, to be processed as permitted uses and applications for packinghouses with more than 20 employees, regardless of size, were to be processed as conditional uses; and

WHEREAS, the County Council ultimately adopted an ordinance allowing applications for packinghouses no larger than 7,000 square feet to be processed as permitted accessory uses and applications for packinghouses larger than 7,000 square feet to be processed as conditional uses; and

WHEREAS, the County received many public comments during the adoption process expressing concerns about packinghouses and their potential threat to water quality and water quantity, as well as various other potential impacts they could have on neighboring uses. In addition, concerns were expressed about the potential loss of prime agricultural land and the impact of allowing such uses in critical areas and hazardous areas; and

WHEREAS, on November 13, 2013, Nicole Brown, Wendy Harris, and Tip Johnson filed a Petition for Review with the Growth Management Hearings Board challenging Ordinance No. 2013-051 on several grounds; and

WHEREAS, the adoption of a new ordinance could potentially resolve the appeal before the Growth Management Hearings Board, thereby saving the public resources necessary to maintain such litigation; and

WHEREAS, the proposed amendment has been reviewed under the State Environmental Policy Act (SEPA); and
WHEREAS, in accordance with RCW 36.70A.106 Whatcom County Planning and Development Services notified the Department of Commerce of the proposed interim zoning amendment; and

WHEREAS, the Whatcom County Planning Commission held a public hearing on the proposed amendment and considered all testimony; and

WHEREAS, the Whatcom County Planning Commission forwarded its findings and reasons for action to the County Council; and

WHEREAS, the Whatcom County Council has reviewed the Planning Commission recommendation; and

WHEREAS, the Whatcom County Council held 3 work sessions in the Planning and Development Committee; and

WHEREAS, the Whatcom County Council held a public hearing on the proposed amendment and considered all testimony; and

WHEREAS, the Whatcom County Council hereby adopts the following findings of fact and conclusions:

FINDINGS

1. The proposal is to amend the Agriculture (AG) District portion of the Zoning Code (WCC 20.40), to allow for packinghouses and slaughterhouses.

2. The proposal has been posted to the County website.

3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on January 16, 2014.

4. Notice of the Planning Commission work session for the subject amendment was posted on the County’s website in February 2014.

5. In order to approve the zoning amendment, the County must find that it is consistent with the Growth Management Act. Additionally, the County must find that the zoning amendment is consistent with and implements the Whatcom County Comprehensive Plan.

6. The Growth Management Act includes a planning goal to “Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state’s natural resources, public services, and public facilities” (RCW 36.70A.020(5)).

This proposed zoning amendment would allow for new packinghouses and slaughterhouses within the agriculture zoning district. Presently, new packinghouses and slaughterhouses are prohibited within the agriculture
zoning district. Staff recognizes the benefit to the agricultural industry this amendment would provide by allowing greater opportunities for farmers to get their product to the end user. The Growth Management Act allows for jurisdictions to implement innovative zoning techniques, which should be designed to conserve agricultural lands and encourage the agricultural economy. This proposed amendment would support planning goal RCW 36.70A.020(5) Economic Development.

7. The Growth Management Act also includes a planning goal to “Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses” (RCW 36.70A.020(8)).

This proposed zoning amendment would allow for new packinghouses and slaughterhouses within the agriculture zoning district. Staff recognizes the benefit to the agricultural industry this amendment would provide by allowing greater opportunities for farmers to get their product to the end user. This proposed amendment would support planning goal RCW 36.70A.020(8) Natural Resource Industries.

8. Consistent with RCW 36.70A.177, this amendment will allow packinghouses and slaughterhouses within the agricultural zone that will support the agricultural community by allowing production of value-added agricultural products and will not interfere with the overall agricultural use and character of the County’s designated agricultural lands of long-term commercial significance.


This proposed zoning amendment would allow for new packinghouses and slaughterhouses within the agriculture zoning district. Presently, Keizer Meats of Lynden, which operates the only USDA approved facility north of King County that is open to the general public, has received conditional approval to operate a facility at the location of their approved meat cutting and packing facility on Bob Hall Rd. Approval of this proposed amendment would allow other citizens within the agriculture zoning district to provide slaughtering services to Whatcom County farmers and allow greater opportunities for farmers to generate value-added products and get their product to the end user.

10. Policy 8B-2: Assist Whatcom County’s agricultural industry in the pursuit of its long-term economic potential. This should include the development of strategies and policies necessary to reach this potential, in terms of both production and diversity.

This proposed zoning amendment would allow for new uses not presently allowed in the agriculture zoning district. Allowing this use may increase
production and diversity of livestock by providing greater opportunities for livestock owners to get their product to the end user.

11. Policy 8B-4: Support methods and strategies to market Whatcom County agriculture in ways which ensure that agricultural activities (such as dairying) and entities (such as processors) will remain here in the long term.

Allowing new packinghouses and slaughterhouses within the agriculture zoning district would provide for additional marketing of Whatcom County livestock, as there is presently only one permitted USDA approved facility within any Whatcom County jurisdiction.

12. County-Wide Planning Policy I-5: The county and the cities should include an economic development element in their Comprehensive Plans. Economic development elements should be consistent with the CEDS. Economic development shall be coordinated with environmental concerns to protect the quality of life. Planning efforts should address economic sustainability. As part of the comprehensive planning process and through implementation of the comprehensive plan, the County shall develop and adopt goals, policies and regulations that protect resource land industries and support and encourage resource-based industries.

Approval of this proposed amendment would allow citizens within the agriculture zoning district to provide slaughtering services to Whatcom County farmers and allow greater opportunities for farmers to get their product to the end user. By approving the proposed amendment, comprehensive plan goals and policies and their related development regulations that support and encourage resource-based industries would be implemented.

13. County-Wide Planning Policy I-9: The County and the cities recognize the need for the protection and utilization of natural resources and resource lands including agricultural, mineral, forestry and fishing. As part of a broad based economy, productive timber, agriculture and fisheries industries should be supported in a sustainable manner.

Approval of this proposed amendment would allow citizens within the agriculture zoning district to provide slaughtering services to Whatcom County farmers and allow greater opportunities for farmers to get their product to the end user. Approval of this proposal would allow for an increase to the economic base for agricultural products related to livestock.

14. Packinghouses and slaughterhouses within the Agriculture zone allow for a local, sustainable, humanely raised food supply for the citizens of Whatcom County.

15. Limiting holding pens to that necessary to accommodate animals intended for processing within 24 hours would prevent packinghouse and slaughterhouse holding pens from becoming feedlots, while allowing each facility the flexibility to adjust their business accordingly.
16. The proposed amendment has not changed substantially from the initial staff proposal that was reviewed through the State Environmental Policy Act (SEPA). The previously issued SEPA Threshold Determination of Determination of Nonsignificance (DNS) is still applicable.

17. The Rural Industrial Manufacturing (RIM) zone is the only zone presently in Whatcom County that provides a permitting pathway to allow for slaughtering facilities. Applicability of land within the RIM zone to a new agricultural slaughtering facility is limited to the I-5 Rural Business RIM zone.

18. According to the 2007 USDA Census of Agriculture, Whatcom County has 95,500 cattle and calves.

19. Keizer Meats, the only USDA approved slaughtering facility in Whatcom County, is limited to slaughtering 2,000 animals per year through their Conditional Use Permit.

20. Both nationwide and locally, the percentage of livestock operations selling product directly to consumers or retailers is much smaller than that of other agricultural products (US Department of Agriculture. Slaughter and Processing Options and Issues for Locally Sourced Meat. USDA Economic Research Service. 2012).


22. The number of slaughter plants has decreased in recent years, both nationwide and locally (US Department of Agriculture. Slaughter and Processing Options and Issues for Locally Sourced Meat. USDA Economic Research Service. 2012).


24. Lack of nearby slaughter facilities can create logistical impediments to animal slaughter, particularly in being able to transport animals/meat to and from the slaughter plant in a financially practical way (US Department of Agriculture. Slaughter and Processing Options and Issues for Locally Sourced Meat. USDA Economic Research Service. 2012).

25. Nationwide given the mismatch between smaller producers and larger plants, many individual producers marketing their meat via niche marketing arrangements must rely on smaller facilities, wherever they are located. Small producers may prefer to use a smaller slaughter and processing facility because a smaller plant is likely to be more flexible in satisfying the producer’s individual processing requests (US Department of Agriculture. Slaughter and Processing Options and Issues for Locally Sourced Meat. USDA Economic Research Service. 2012).
26. Nationwide sales of food sold via direct-to-consumer marketing have more than doubled over the last decade (USDA/NASS, 2007 Census of Agriculture). However, direct-to-consumer and intermediated sales of livestock products have not grown as rapidly as other food categories, despite apparent demand. Local producers continue to perceive a lack of local slaughter capacity as a hindrance in trying to meet growing demand (US Department of Agriculture. Slaughter and Processing Options and Issues for Locally Sourced Meat. USDA Economic Research Service. 2012).

27. Currently, the vast majority of livestock and poultry slaughter in the United States is done in a relatively small number of very large facilities (US Department of Agriculture. Slaughter and Processing Options and Issues for Locally Sourced Meat. USDA Economic Research Service. 2012).

28. New methods for animal slaughter and processing geared toward local markets, for example, mobile slaughter units (MSUs), can help meet some of the need for increased slaughter capacity in localized areas and enable the growth of small livestock producers marketing products to consumers in their region or community (US Department of Agriculture. Slaughter and Processing Options and Issues for Locally Sourced Meat. USDA Economic Research Service. 2012).

29. As part of the review process for the proposed amendments, Planning and Development Services has read numerous background documents including, but not limited to:
CONCLUSIONS
1. The proposed amendments are consistent with the Whatcom County Comprehensive Plan.
2. The subject amendment serves the public interest by supporting the local agricultural industry.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Zoning Code is hereby amended as shown in Exhibit A.

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

ADOPTED this _____ day of __________, 2014.

ATTEST:

Dana Brown-Davis, Clerk of the Council
Carl Weimer, Council Chair

APPROVED AS TO FORM:

Karen N. Frakes
Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved    ( ) Denied

Date Signed:__________________
EXHIBIT A

Chapter 20.40 AGRICULTURE (AG) DISTRICT
20.40.130 Administrative Approval Uses

.139 Packinghouses, as identified in WCC 20.97.282.1, and slaughterhouses, as identified in WCC 20.97.423.1, which shall be located, designed, and operated so as to not interfere with the overall agricultural character of the area, provided the following criteria are met:

1. "Administrative approval use" approval criteria located in WCC 20.84.235(3) shall be satisfied.
2. The facility is an accessory use, as identified in WCC 20.97.005 "Accessory Use".
3. The total allowable building area is no larger than 7,000 square feet.
4. There shall cumulatively be no more than three (3) packinghouses or slaughterhouses, as defined in WCC 20.97.282.1, approved under WCC 20.40.139 within the Agricultural (AG) District.
5. Holding pens associated with packinghouses and slaughterhouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.
6. The facility shall comply with solid waste handling standards as set forth in WAC 173-350, as administered by the Whatcom County Health Department as adopted by reference in WCC 24.06.
7. An approved state waste discharge permit from the Washington State Department of Ecology with adequate storage, where required, that complies with WAC 173-216, WAC 173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.
8. The building shall avoid prime agricultural soils to the extent feasible. Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the buildings:
   a. Are sized to be as small as feasible; and
   b. Located to maximize the agricultural use of the remaining area; and
   c. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.
9. The packinghouse or slaughterhouse, as identified in WCC 20.97.282.1, shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use of adjacent property.
10. Packinghouses and slaughterhouses, approved under WCC 20.40.139 within the Agricultural (AG) District, shall not be located in Critical Aquifer.
Recharge Areas of a High Susceptibility, as identified by the Critical Areas Ordinance map, or Frequently Flooded Areas, as identified and regulated by Whatcom County Public Works River and Flood Division through WCC Title 17.

20.40.150 Conditional Uses

164 Packinghouses, which shall be located, designed, and operated so as to not interfere with the overall agricultural character of the area, provided the following criteria are met:

(1) Conditional use approval criteria located in WCC 20.84.220 shall be satisfied.
(2) The total allowable building area is larger than 7,000 square feet and no larger than 20,000 square feet.
(3) The facility processes at least 75 percent agricultural goods produced in Whatcom, Skagit and/or Island County and that originate from uses permitted in WCC 20.40.051.
(4) Holding pens associated with packinghouses shall be limited to that necessary to accommodate animals intended for processing within 24 hours.
(5) The facility will be serviced adequately by necessary facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and wastewater treatment.
(6) The facility shall comply with solid waste-handling standards as set forth in WAC 173-350, as administered by the Whatcom County Health Department as adopted by reference in WCC 24.06.
(7) An approved state waste discharge permit from the Washington State Department of Ecology, with adequate storage, where required, that complies with WAC 173-216, WAC 173-226 industrial stormwater permit (general permits), and/or an NPDES Permit (RCW 90.48 and WAC 173-220), if required by the Washington State Department of Ecology.
(8) The facility will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.
(9) The building shall avoid prime agricultural soils to the extent feasible. Where the site is predominantly in prime soils and avoidance is not feasible, the applicant shall demonstrate that the building:
   a. Are sized to be as small as feasible; and
   b. Located to maximize the agricultural use of the remaining area; and
   c. Achieve the most suitable locations in terms of minimizing roads, impervious surfaces, and allowing for water availability and septic suitability.
(10) The packinghouse, as identified in WCC 20.97.282.1, shall emit no noxious emissions that are detectable, at or beyond the property line for the use concerned, in such a concentration or of such duration as to cause a public
nuisance, or threaten health or safety, or to unreasonably infringe upon the use of adjacent property.

Chapter 20.66 Light Impact Industrial (LII)
20.66.150 Conditional Uses
.154 Packinghouses and Slaughterhouses

Chapter 20.68 Heavy Impact Industrial (HII)
20.68.050 Permitted Uses
.051 The manufacture and processing of food including meat (including packinghouses and slaughterhouses), dairy, fruits, vegetables, seafood, grain mill, large scale bakery, sugar and beverage products.

Chapter 20.69 Rural Industrial Manufacturing (RIM)
20.69.130 Administrative approval uses
20.69.131 Packinghouses and Slaughterhouses.

Chapter 20.80 Supplementary Requirements
20.80.200 Setback requirements
20.80.255 Agriculture District.
(1) The 50-foot front yard setback requirement for new buildings or additions may be waived if the zoning administrator finds the new building or addition is located along the same building line(s) of existing structures and will result in no additional encroachment, the public interest, safety and health are protected; provided, that for a new building the applicant shall also demonstrate that the proposed location is necessary for the economic viability and the continued operation of the agricultural use.
(2) The minimum separation between new residences not located on the same property and farm uses such as barns, pens, milking sheds, packinghouses, or areas used to contain, house or feed animals or store manure or feed, shall be 300 feet. New farm uses such as barns, pens, milking sheds, or areas used to contain, house or feed animals or store manure or feed, shall be situated at least 150 feet from existing residences not located on the same property. Expansion of existing facilities within the 150-foot buffer, providing such expansion is not closer to a neighbor's residence, and pastures are excluded from this section's requirements.
(3) The minimum separation between packinghouses and schools shall be 500 feet.
(4) The minimum separation between packinghouses and adjacent property lines shall be 150 feet.

20.97.282.1 Packinghouse
"Packinghouse" means a plant that both slaughters animals and subsequently processes carcasses into fresh, cured, smoked, canned or other prepared meat products. Rendering and importation of animal by-products is strictly prohibited in
packinghouses. Packinghouses shall not slaughter poultry. Packinghouses exclude temporary, mobile or other on-farm, owner-raised poultry slaughtering operations regulated under WAC 16-170 and/or RCW 69.07 that do not require USDA inspection. Agricultural producers who raise poultry may slaughter up to one thousand (1,000) poultry raised on their own farm annually subject to the special poultry permit requirements of WAC 16-170. Agricultural producers who process between one thousand (1,000) and twenty thousand (20,000) poultry a year on their farm are subject to the food processor license requirements of RCW 69.07.

20.97.310 Poultry
“Poultry” means products derived from the slaughter and processing of broilers, other young chickens, mature chickens, hens, turkeys, capons, geese, ducks, small game fowl such as quail or pheasants, and small game such as rabbits.

20.97.343 Rendering
“Rendering” means the process or business of producing tallow, grease, and high-protein meat and bone meal from animal by-products.

20.97.343.1 Rendering Plant
“Rendering plant” means a plant that processes animal by-product materials for the production of tallow, grease, and high-protein meat and bone meal.

20.97.423.1 Slaughterhouse
“Slaughterhouse” means a facility that slaughters animals and has as its main product fresh meat as whole, half or quarter carcasses or small meat cuts.

20.97.424 Slaughtering
“Slaughtering” means the killing and processing of animals for human consumption.
## WHATCOM COUNTY COUNCIL AGENDA BILL

**NO.** 2014–146

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### TITLE OF DOCUMENT:

Corner Lot and Through Lot Building Setback Amendments

### ATTACHMENTS:

1. Proposed Ordinance  
2. Staff Memorandum  
3. Staff Report  
4. Findings of the Planning Commission

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

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

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

**Requested Date**

*The Council must hold a hearing if they want to 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 Code regarding corner lot and through lot building setback requirements.

### COMMITTEE ACTION:

**COUNCIL ACTION:**  
4/08/2014: Introduced

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

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

FROM: Nick Smith, Planner

THROUGH: Mark Personius, Long Range Planning Manager

DATE: March 25, 2014

SUBJECT: Proposed Amendments to the Building Setback Provisions in WCC 20.80.230

The following is a proposed amendment to the building setback provisions in Section 20.80.230 of the Whatcom County Zoning Ordinance. The proposed text amendment is to provide language that differentiates between setbacks for corner lots and through lots, and to add definitions in Whatcom County Code (WCC) 20.97 - Definitions.

Currently, WCC 20.80.230(3) states that the front yard setback for lots bound by two or more roads shall be the property line which abuts a collector or arterial road (i.e. the highest classified road). However, Chapter 5 of the Whatcom County Development Standards requires property owners for proposed residential development to install their driveway, when applicable, from the property line that abuts a local or minor access street (i.e. a lower classified road). The intent is to reduce the likelihood of a traffic accident. According to WCC 20.80.500, a driveway must consist of an area of 20 feet in width by 20 feet in length for two off-street parking spots. As a result, lots which are bound by two or more roads are essentially subject to two front yard setbacks.

The proposed amendment will reduce the setback from the lot line with restricted vehicular access, while still maintaining an appropriate setback from arterial and collector streets. The intent of the proposed amendment is to provide greater clarity and flexibility when determining setback requirements.

Please contact me with any questions at 360-676-6907 x 50216

Attachment:
   Staff Report
ORDINANCE AMENDING THE WHATCOM COUNTY CODE REGARDING CORNER LOT AND THROUGH LOT BUILDING SETBACKS

WHEREAS, the Whatcom County Comprehensive Plan contains goals and policies that direct the County to eliminate unnecessary regulations and streamline permit processes; and

WHEREAS, Whatcom County Planning and Development Services staff has proposed amendments to Whatcom County Code regarding building setbacks for corner lots and through lots; and

WHEREAS, the proposed 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, the Whatcom County Planning Commission held a public hearing on March 13, 2014; and

WHEREAS, legal notice requirements have been met; and

WHEREAS, the County Council finds the amendments in the interest of the public health, safety, and welfare, based on the following findings and conclusions:

FINDINGS OF FACT


2. WCC 20.80.230(3) setback requirements have been problematic when applied to through lots, i.e. lots that are adjacent to two or more roads that do not intersect at the lot.

3. Notice of the proposed amendment was sent to the Department of Commerce and other state agencies on March 3, 2014. No comments regarding the proposed amendment have been received from Commerce, to date.

4. On March 6, 2014 the Whatcom County State Environmental Policy Act
(SEPA) Official issued a SEPA threshold Determination of Non-Significance (DNS) in regards to the proposed text amendment, a non-project action. The comment period for this determination will end on March 20, 2014.

5. Notice of the Planning Commission hearing for the proposed text amendment was published in the Bellingham Herald on February 28, 2014.

6. Pursuant to Whatcom County Code (WCC) 20.90.050, Whatcom County Planning and Development Services has: evaluated the proposed amendment in relationship to the goals, objectives and policies of the Whatcom County Comprehensive Plan as authorized by the Washington State Growth Management Act (GMA) – RCW 36.70A; and considered possible environmental impacts that have been identified by the lead agency designated SEPA official through the State Environmental Policy Act (SEPA) threshold determination process.

CONCLUSIONS

1. The proposed amendments are consistent with the Comprehensive Plan, and are in the public interest.

2. The proposed amendments should not result in any significant environmental impacts.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The Whatcom County Code 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.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED as to form:

[Signature]

Civil Deputy Prosecutor

( ) Approved ( ) Denied

Carl Weimer, Council Chair

Jack Louws, Executive

Date:
WHATCOM COUNTY
PLANNING COMMISSION

Corner Lot and Through Lot Building Setback Amendments

FINDINGS OF FACT AND REASONS FOR ACTION

1) Whatcom County Code 20.80.210 and 20.80.230 establishes minimum building setback requirements.

2) WCC 20.80.230(3) setback requirements have been problematic when applied to through lots, i.e. lots that are adjacent to two or more roads that do not intersect at the lot.

3) Notice of the proposed amendment was sent to the Department of Commerce and other state agencies on March 3, 2014. No comments regarding the proposed amendment have been received from Commerce.

4) On March 6, 2014 the Whatcom County State Environmental Policy Act (SEPA) Official issued a SEPA threshold Determination of Non-Significance (DNS); a non-project action. The comment period for this determination ended on March 20, 2014 and no comments were received.

5) Notice of the Planning Commission hearing for the proposed text amendment was published in the Bellingham Herald on February 28, 2014.

6) Pursuant to Whatcom County Code (WCC) 20.90.050, Whatcom County Planning and Development Services has: evaluated the proposed amendment in relationship to the goals, objectives and policies of the Whatcom County Comprehensive Plan as authorized by the Washington State Growth Management Act (GMA) – RCW 36.70A; and considered possible environmental impacts that have been identified by the lead agency designated SEPA official through the State Environmental Policy Act (SEPA) threshold determination process.

CONCLUSIONS

1) The proposed amendments are consistent with the Comprehensive Plan, and are in the public interest.

2) The proposed amendments should not result in any significant environmental impacts.
RECOMMENDATION

Based upon the above findings and conclusion, the Whatcom County Planning Commission recommends approval of the proposed amendments as shown on Exhibit A.

WHATCOM COUNTY PLANNING COMMISSION

David Onkels, Chair

Becky Boxx, Secretary

March 27, 2014

Date

3/26/14

Date

Commissioners present at the March 13, 2014 meeting when the vote was taken: Ben Elenbaas, Walter Haugen, Gary Honcoop, David Hunter, Natalie McClendon, David Onkels, Mary Beth Teigrob, and Gerald Vekved.

Vote: Ayes: 8, Nays: 0, Abstain: 0, Absent: 1. Motion carried to adopt the above amendment.
EXHIBIT A

Chapter 20.80 Supplementary Requirements

20.80.230 Measurement of setbacks.

(3) Corner Lots. For corner lots, or parcels bounding two or more roads the front yard shall be that yard which abuts a collector or arterial road. In the case of two or more roads being designated collectors or arterials, the front yard shall abut the road with the higher classification. If neither of the roads are designated collectors or arterials or if they have equal classifications, the owner/builder shall have the option of selecting the front yard. The zoning administrator may override this decision in special circumstances involving public safety. Yards on the other flanking streets may be considered side yards except that for collectors or arterials the minimum setback shall be no less than one half of the normally required road setback required for the road type in 20.80.210.

(4) Through Lots. For through lots the front yard shall be determined the same way as for corner lots per WCC 20.80.230(3) except as provided:

(a) If a plat note, county code, or county development regulation prohibits vehicular access from a through lot onto one of the roads, the front yard setback shall be taken from the road where vehicular access is obtained. The yard on the other flanking non-accessed road shall be considered the rear yard for setback measurements except when the road is a collector or arterial, in which case the minimum setback shall be no less than one half of the setback required for the road type in WCC 20.80.210. The zoning administrator may reduce the rear yard setback along a non-accessed collector or arterial to less than one half the front yard setback distance required for the road type in WCC 20.80.210 if:

(i) The reduced setback is no less than the smallest setback for existing residences on nearby lots along the same frontage,

(ii) The reduced setback is no less than ten feet, and

(iii) The public interest, safety and health are protected. The zoning administrator shall recognize input provided by other officials, departments, and divisions having appropriate expertise prior to approving a reduced setback.
Chapter 20.97 Definitions.

.216 Lot, corner - means a lot which abuts two or more intersecting roads at their point of intersection.

.218 Lot, through - means a lot which abuts two or more roads that do not intersect at the lot.
WHATCOM COUNTY
PLANNING & DEVELOPMENT SERVICES
STAFF REPORT

I. BACKGROUND INFORMATION

File # PLN2014-00011

File Name: Road Setback Amendments

Applicant: Whatcom County

Summary of Request: An amendment to the building setback provisions in Section 20.80.230 of the Whatcom County Zoning Code, to differentiate between setbacks for corner lots and through lots, and to add definitions for corner lots and through lots to WCC 20.97 Definitions.

Location: County-wide

Staff Recommendation: Approval

History: Whatcom County Code (WCC) 20.80.210 contains building setback requirements for all Whatcom County zone districts. Front yard setbacks are measured from the road frontage and differ based on the type of road (for example, the required setbacks are greater adjacent to highways and collectors/arterial roads than for local or minor access streets). Side and rear yard setbacks are provided in WCC 20.80.210 as well.

WCC Section 20.80.230 contains rules for determining the “front yard” for the purposes of applying the setback requirements of WCC 20.80.210 to lots that are adjacent to more than one road. Currently, WCC 20.80.230(3) is oriented mainly to corner lots; applying the current standards of WCC 20.80.230 to through lots – lots that abut two or more non-intersecting roads – can be problematic.

An example of the problem is a 2013 building permit application for a manufactured home on a through lot in Birch Bay Village. In this case, the lot is adjacent to two roads that do not intersect. Birch Point Road runs along the north property line and Salish Road is a cul-de-sac that abuts the south property line. Typical of all lots in Birch Bay Village, vehicular access to the site is obtained from the internal access road (Salish Road).

Specific road types or classifications are stated in the Whatcom County Development Standards. The Whatcom County Development Standards classify
Birch Point Road as a Major Collector. Major Collectors are the second highest classified roads in Whatcom County. Salish Road is classified as a Minor Access Street. Minor Access Streets are the lowest classified roads in Whatcom County. When determining building setbacks for lots that abut two or more roads, WCC 20.80.230(3) states the following:

For corner lots or **parcels bounding two or more roads the front yard shall be that yard which abuts a collector** or arterial road. In the case of two or more roads being designated collectors or arterials, the front yard shall abut the road with the higher classification... **Yards on the other flanking streets may be considered side yards** except that for collectors or arterials the minimum setback shall be no less than one half of the normally required road setback.

Currently under WCC 20.80.230(3), the front yard for the lot is the yard that abuts Birch Point Road (a major collector), even though vehicular access to the lot is from Salish Road and vehicular access via Birch Point Road is forbidden, pursuant to Chapter 5 of the Whatcom County Development Standards. The yard that abuts Salish Road is considered a side yard. WCC 20.80.210 (UR) requires the following building setbacks:

<table>
<thead>
<tr>
<th>Urban Residential (UR)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Road Type</strong></td>
</tr>
<tr>
<td>Commercial, Industrial, I-5, State Hwys, Principal &amp; Minor Arterials</td>
</tr>
<tr>
<td>45'</td>
</tr>
</tbody>
</table>

Based on WCC 20.80.230(3) and 20.80.210, the building setbacks for the lot would be 35 feet from the “front yard” abutting Birch Point Road and five feet from the “side yard” abutting Salish Road. However, the property owner must also provide a driveway consisting of two off-street parking spaces from the property line that abuts Salish Road, pursuant to WCC 20.80.580(50), because of the vehicular access restriction from Birch Point Road. According to WCC 20.80.510, one parking space must have a “minimum rectangular dimension of not less than 10 feet in width and 20 feet in length.” Birch Bay Village also contains private covenants that require a 25 foot setback from internal access roads (Salish Road in this case).

In this example, the lot is essentially subject to two front yard setbacks. Development on the subject 94-foot-long lot must adhere to a 35 foot front setback.
from the property line abutting Birch Point Road and a 25 foot (20 foot as required by WCC 20.80.510) setback from the property line abutting Salish Road. Nearby nonconforming structures that predate the zoning code have also been built as close as ten feet to Birch Point Road.

PDS staff, in consultation with Public Works staff, has drafted the attached zoning code text amendments in an effort to prevent such problems in the future, while still maintaining an appropriate setback from arterial and collector streets that do not abut the front yard. Under current county code, the only means to resolve the issue for an affected property owner is to apply for a variance.

II. ZONING CODE AMENDMENT

The proposed amendment to the zoning code adds a subsection (4) to WCC 20.80.230 focusing on through lots, and adds definitions of "corner lot" and "through lot" to WCC 20.97 Definitions. On through lots, the lot line where vehicular access is taken would be considered the "front" yard rather than the lot line where vehicular access is restricted. For the lot line with restricted access, but abutting an arterial or collector, the setback would be half the normally required setback.

The zoning administrator would be able to reduce the setback to less than half the setback required for the road type, provided:

(i) The reduced setback is no less than the smallest setback for existing residences on nearby lots along the same frontage,

(ii) The reduced setback is no less than ten feet, and

(iii) The public interest, safety and health are protected. The zoning administrator shall recognize input provided by other officials, departments, and divisions having appropriate expertise prior to approving a reduced setback.

The purpose of retaining the minimum ten foot setback along arterials and collectors is to maintain safety, provide for possible future right-of-way expansion, and to not obstruct the view corridor (i.e. traffic sight line) of drivers at a road intersection. According to the Whatcom County Public Works Department, ten (10) feet is the minimum amount of road right-of-way that would be needed for any future road or drainage expansion.

III. COMPREHENSIVE PLAN EVALUATION

Whatcom County Comprehensive Plan goals and policies that are applicable to the
proposed amendments are listed below:

Policy 2H-1: Review and retain regulations that serve to protect the public welfare, health, and safety.

Goal 2D: Refine the regulatory system to ensure accomplishment of desired land use goal in a fair and equitable manner.

Policy 2D-3: Streamline development regulations to eliminate unnecessary time delays.

Policy 2D-1: Eliminate unnecessary regulations.

Goal 3A: Minimize the time required for processing housing-related development and construction permits in the interest of overall cost reduction.

Policy 3A-1: Streamline and simplify existing and proposed permitting processes.

The subject amendment is consistent with the above referenced Comprehensive Plan goals that direct the County to be responsive to public comment, and to eliminate unnecessary regulations and streamline the permit processes.

IV. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION

Staff recommends the Planning Commission adopt the following findings of fact and reasons for action:


2. WCC 20.80.230(3) setback requirements have been problematic when applied to through lots, i.e. lots that are adjacent to two or more roads that do not intersect at the lot.

3. Notice of the proposed amendment was sent to the Department of Commerce and other state agencies on March 3, 2014.

4. On March 6, 2014 the Whatcom County State Environmental Policy Act (SEPA) Official issued a SEPA threshold Determination of Non-Significance (DNS) in regards to the proposed text amendment, a non-project action. The comment period for this determination will end on March 20, 2014.
5. Notice of the Planning Commission hearing for the proposed text amendment was published in the Bellingham Herald on February 28, 2014.

6. Pursuant to Whatcom County Code (WCC) 20.90.050, Whatcom County Planning and Development Services has evaluated the proposed amendment in relationship to the goals, objectives and policies of the Whatcom County Comprehensive Plan as authorized by the Washington State Growth Management Act (GMA) – RCW 36.70A; and considered possible environmental impacts that have been identified by the lead agency designated SEPA official through the State Environmental Policy Act (SEPA) threshold determination process.

V. PROPOSED CONCLUSIONS

1. The proposed amendments are consistent with the Comprehensive Plan, and are in the public interest.

2. The proposed amendments should not result in any significant environmental impacts.

VI. RECOMMENDATION

Planning and Development Services recommends the Planning Commission forward the proposed amendments to the County Council with a recommendation of approval.

ATTACHMENTS

A. Exhibit A - zoning code amendments.
## TITLE OF DOCUMENT:
Draft Public Participation Plan

## ATTACHMENTS:
1. Cover letter
2. Draft Public Participation Plan
3. Draft Planning Commission minutes

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

The Growth Management Act requires counties to develop public participation programs for comprehensive plan and development regulation amendments. A draft Public Participation Plan for Whatcom County Comprehensive Plan and Development Regulation Amendments has been developed. This plan will guide public participation efforts relating to comprehensive plan and development regulation amendments, including zoning and critical areas ordinance changes.

## COMMITTEE ACTION:

## COUNCIL ACTION:

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Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
April 7, 2014

To: Jack Louws, The Honorable Whatcom County Executive
The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Long Range Planning Division Manager

RE: Draft Public Participation Plan

The Growth Management Act (GMA) requires counties to develop public participation programs for comprehensive plan and development regulation amendments. The Whatcom County Council approved the 2013 Public Participation Plan last May, after review by the Planning Commission. The County is now updating this Plan.

Whatcom County Planning and Development Services met with city planners on February 21, 2014 to seek input relating to preliminary draft modifications to the Plan. On February 27, 2014, the draft Public Participation Plan was posted on the County’s website. On February 27, 2014, the draft Plan was also sent to the people and agencies on the County’s e-mail list. Notice of the Planning Commission hearing was published in the Bellingham Herald on March 14, 2014. The Planning Commission held a public hearing and recommended approval of the draft Public Participation Plan on March 27, 2014.

Proposed changes from last year’s Public Participation Plan include:

- **New Amendments** - Inserting the comprehensive plan and development regulation amendments that were initiated for review in 2014 (Resolution 2014-012).

- **Completed Amendments** - Deleting the amendments that were previously initiated but have completed the review process.

- **Reconciliation Items** - In the 2009 urban growth area (UGA) review, policies were placed into the comprehensive plan relating to “reconciliation” of different components of the comprehensive plan (i.e. reconciling the capital facility plans with the land use plans). One of the main reasons that reconciliation policies were placed in the comp plan was that the GMA had different deadlines for conducting the UGA review and updating the remainder of the comp plan. The GMA has since been amended to delay the comp plan update requirement from 2011 to 2016 and to require the next
UGA update by 2016. It makes sense to align the UGA review with the comp plan update, so that the land use plan, capital facility plans, and other components of the comp plan are reviewed and updated at the same time. Past public participation plans divided comp plan amendments into three categories:

- Statutory requirements;
- Docketed amendment requests; and
- Reconciliation items.

Because of the changes to the GMA, the “reconciliation” items are being rolled into the 2016 update, when appropriate, and no longer require a separate category in the Public Participation Plan. Therefore, the “reconciliation” category is being deleted from the Public Participation Plan.

- Comp Plan and Development Regulation Appeals – The County may address appeals brought to the Growth Management Hearings Board. The Public Participation Plan addresses notice for settlement activities that result in comprehensive plan or development regulation amendments. The 2013 Plan generally required that a draft proposal be posted on the website, sent to cities, and sent anyone requesting notification at least 30 days prior to the hearing. The draft 2014 plan retains this 30 day notice for the initial hearing. However, if a revised proposal is developed at the hearing or after the hearing, then notice at least 10 days prior to the next hearing would be required. This would allow the Planning Commission or County Council to consider a revised proposal at their next regularly scheduled meeting.

Thank you for your review and consideration of this matter.
Public Participation Plan

Whatcom County Comprehensive Plan and Development Regulation Amendments

Draft

February 27, 2014
# Table of Contents

Chapter 1. **Introduction** ........................................... 1-1  
1.1. Public Participation Plan Format.......................... 1-3

Chapter 2. **The Issues**............................................ 2-1  
2.1. Statutory Requirements.................................. 2-1  
2.2. Docketed Amendment Requests........................... 2-4  
2.3. Comp Plan and Development Regulation Appeals......... 2-6

Chapter 3. **Project Participants** .............................. 3-1  
3.1. The Public ..................................................... 3-1  
  3.1.1. Interested Property Owners and Developers........... 3-1  
  3.1.2. Community Organizations ............................... 3-1  
  3.1.3. Other Groups and Individuals ......................... 3-2  
3.2. Governmental/Quasi-Governmental Groups ............... 3-2  
  3.2.1. Planning Commission .................................... 3-3  
3.3. The Cities ................................................... 3-3

Chapter 4. **Public Participation Approach** ................. 4-1  
4.1. Overall Approach .......................................... 4-1  
4.2. Level 1 Issues ............................................. 4-2  
  4.2.1. Approach ............................................... 4-2  
  4.2.2. Level 1 Projects ....................................... 4-2  
4.3. Level 2 Issues ............................................. 4-4  
  4.3.1. Approach ............................................... 4-4  
  4.3.2. Level 2 Projects ....................................... 4-4  
4.4. Level 3 Issues ............................................. 4-5  
  4.4.1. Approach ............................................... 4-5  
  4.4.2. Level 3 Projects ....................................... 4-5

Chapter 5. **Conclusion** .......................................... 5-1
Chapter 1. Introduction

Whatcom County has initiated a multi-year project to update its Comprehensive Plan. The Washington State Growth Management Act (GMA) requires the County to review and revise its comprehensive plan and development regulations periodically [RCW 36.70A.130(1)]. The GMA states:

"...Except as otherwise provided, a county or city shall take legislative action to review and, if needed, revise its comprehensive land use plan and development regulations to ensure the plan and regulations comply with the requirements of this chapter...The review and evaluation required by this subsection shall include, but is not limited to, consideration of critical area ordinances and, if planning under RCW 36.70A.040, an analysis of the population allocated to a city or county from the most recent ten-year population forecast by the office of financial management."

Additionally, the GMA requires review of urban growth areas [RCW 36.70A.130(3)]. The GMA states:

"(a) Each county that designates urban growth areas under RCW 36.70A.110 shall review, according to the schedules established in subsection (5) of this section, its designated urban growth area or areas, and the densities permitted within both the incorporated and unincorporated portions of each urban growth area. In conjunction with this review by the county, each city located within an urban growth area shall review the densities permitted within its boundaries, and the extent to which the urban growth occurring within the county has located within each city and the unincorporated portions of the urban growth areas.

(b) The county comprehensive plan designating urban growth areas, and the densities permitted in the urban growth areas by the comprehensive plans of the county and each city located within the urban growth areas, shall be revised to accommodate the urban growth projected to occur in the county for the succeeding twenty-year period."
According to RCW 36.70A.130(5), Whatcom County is required to complete its next review and update of the comprehensive plan, development regulations (zoning, critical areas ordinance, etc.) and urban growth areas by June 30, 2016. The update will represent the county’s vision for the next twenty years.

This Public Participation Plan (PPP) is intended to guide the County in completing the comprehensive plan update and other amendments. The Plan is required by state law (RCW 36.70A.140), which indicates:

"Comprehensive plans - Ensure public participation. Each county and city that is required or chooses to plan under RCW 36.70A.040 shall establish and broadly disseminate to the public a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans. The procedures shall provide for broad dissemination of proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, communication programs, information services, and consideration of and response to public comments...."

The bolded sentence of RCW 36.70A.140 above guided the County in developing this PPP. Prior to implementation, this plan will have been reviewed by the planning commission and the county council, with opportunity for the public to comment. The plan will be implemented as adopted.

The issues that will be considered as part of County’s review and amendment of the comprehensive plan and development regulations are divergent and far-reaching. A one-size-fits-all approach to this public participation plan for all of these very different types of issues would not be effective and would do a disservice to the residents of Whatcom County.

This PPP outlines the public participation approach that will be taken with each issue rather than a generic overall approach. The objective of this plan is to provide a clear process for each issue so residents can easily determine how best to be involved in the issues they care about most.

There are other planning issues that require public participation that may not be mentioned in this plan, including standard map and text amendments to Title 20 Zoning. At minimum, these items will be processed as Level 1 projects. If additional public participation is required or another approach is appropriate, the Planning and Development Services Department will upgrade the item to a more vigorous approach. Please see Chapter 4 for more information about public participation approaches.

Ongoing programs administered through the Planning Department also provide opportunities for public participation through their respective advisory committees. The Agricultural Advisory Committee, Purchase of Development Rights Oversight Committee, Forestry Advisory Committee, Surface Mining Advisory Committee, and Critical Areas Advisory Committees meet regularly to assist in the administration of their programs, and may
recommend amendments to the comprehensive plan and County Code. These advisory committee meetings are open to the public. More information on these programs can be found at: http://www.whatcomcounty.us/pds/plan/lr/projects.jsp.

The PPP is designed to meet the following objectives:

- Provide a roadmap for the public, outlining a clear and accessible public process for the comprehensive plan and development regulation update;

- Provide a roadmap for the public, outlining a clear and accessible public process for the review of urban growth areas;

- Ensure input is sought from a broad base of public participants and is elicited in a timely fashion, considered, and incorporated as appropriate into the Comprehensive Plan and Development Regulation updates; and

- Make a concerted and continuous effort to ensure that elected officials and staff are fully aware of and understand community and stakeholder concerns.

1.1. Public Participation Plan Format

To meet PPP objectives consistent with GMA goals this document:

- Outlines the issues that will be considered (Chapter 2);

- Identifies the potential project participants in the comprehensive planning process (Chapter 3), and;

- States the approach that will be taken with each issue (Chapter 4).
Chapter 2. The Issues

The issues that Comprehensive Plan and development regulation amendments will address can be divided into two categories: statutory requirements and docketed requests. This section of the PPP outlines these issues, within these categories. Each issue has been assigned a number beginning first with an “S” or “D” for “statutory” or “docket” respectively. These numbers will carry with each issue to Chapter 4 of this document. Chapter 4 will go into greater detail on the public participation approach that the County will take on each of these issues.

2.1. Statutory Requirements

The Growth Management Act requires Whatcom County to review and update the comprehensive plan by 2016. The County has identified the following issues as those requiring attention during the comprehensive plan and development regulation update process in order to comply with the changes in state Growth Management law that have occurred between the last Comprehensive Plan update in Jan. 2005 and the conclusion of the 2013 state legislative session. This section also addresses the review of urban growth areas, which must be completed by 2016. This list will be updated each year with new statutory requirements, passed during the prior year, the County must address as part of the 2016 comprehensive plan update. The following is a current list of identified statutory requirements:

S-1. Transportation – The Transportation Chapter of the Whatcom County Comprehensive Plan will be updated. This update will consider provisions of the GMA and changes to the law, including the physical activity amendments (RCW 36.70A.070, amended in 2005 by SSB 5186) and the multimodal concurrency amendments (RCW 36.70A.108, amended in 2005 by 2SHB 1565). The physical activity amendments indicate that transportation element of the comprehensive plan must contain a pedestrian and bicycle component that includes identified planned improvements for pedestrian and bicycle facilities and corridors to enhance community access and promote healthy lifestyles. The multimodal
concurrency amendments specify that concurrency compliance improvements or strategies may include qualifying multimodal transportation improvements or strategies. This update will involve coordination with Cities, Washington State Department of Transportation (WSDOT), and other governmental and quasi-governmental groups, including the Whatcom Council of Governments (including the Citizens Transportation Advisory Group) and Tribal governments.


S-3. **Land for Facilities** (RCW 36.70A.110, .115, .210, amended in 2009 by SHB 1825) – Identifying specific facilities planning requirements under the Growth Management Act. Each city and county fully planning under the Growth Management Act must identify areas sufficient to accommodate the full range of needs and uses that will accompany projected growth.

S-4. **Accessory Uses in Agricultural Lands** (RCW 36.70A.177, amended in 2006 by SHB 2917) – SHB 2917 clarifies that any accessory use a city or county may allow on designated agricultural lands of long-term significance must not interfere with and must support continuation of the overall agricultural use of the property and neighboring properties.

S-5. **Family Day-Care Providers in Home** (RCW 36.70A.450 amended in 2007 by SB 5952) – No county or city may enact, enforce, or maintain an ordinance, development regulation, zoning regulation, or official control, policy, or administrative practice that prohibits the use of a residential dwelling, located in an area zoned for residential or commercial use, as a family day-care provider’s home facility.

S-6. **Housing** (RCW 36.70A.070(2)) – Review and update housing inventory as part of the required Housing Element of the Comprehensive Plan. Review new provisions governing affordable housing incentive programs that may be enacted or expanded in jurisdictions planning under the GMA (RCW 36.70A.540, amended in 2009 by EHB 1464).

S-7. **Forest Practices** (RCW 36.70A.570, amended in 2007 by SHB 1409) – Relating to the transfer of jurisdiction over conversion-related forest practices to local governments. For counties planning under the GMA, if more that 25 Class IV applications had been filed with the DNR between certain dates, then the county, and the cities within it, are required to adopt forest practices approval ordinances.

S-8. **Critical Areas/Best Available Science** (RCW 36.70A.130(1)(c)) – The GMA was amended in 1995 to require that the county include the best available science (BAS) in developing policies and development regulations to protect the functions and values of critical areas. State law requires the county to consider the critical areas ordinance and best available science as part of this 2016 update. See also EHB 1653 and SSB 6520 from 2010.

S-9. **2016 Comprehensive Plan Update** (RCW 36.70A.130(1)) - Review and, if needed, revise the Whatcom County Comprehensive Plan by June 2016 to ensure the plan complies
with the requirements of RCW 36.70A. This review is the periodic update of the Comprehensive Plan required by the Growth Management Act. It includes an analysis of the population allocated to a city or county from the most recent population forecast by State Office of Financial Management (OFM).

S-10. **2016 UGA Review (RCW 36.70A.130(3))** – Review urban growth areas and densities permitted within urban growth areas by June 2016, in conjunction with the Cities. If necessary, revise urban growth areas and associated development regulations to accommodate the urban growth projected to occur in the county for the succeeding twenty-year period.
2.2. Docketed Amendment Requests

The items in this section were docketed amendment requests in 2014. These were items initiated for further review by the County Council under Resolution 2014-012. As with statutory requirements in the previous section, this list will be updated on an annual basis.

D-1. **Boundary Line Adjustments** (PLN2014-00001) - Amend Section 20.83.110 of the Whatcom County Zoning Ordinance relating to boundary line adjustments. The amendment would allow boundary line adjustments to nonconforming parcels to resolve encroachments such as fences, trees and other occupational indicators. The amendment would also allow boundary line adjustments that modify the boundaries between two nonconforming parcels based upon land owner preferences, as long as the smallest parcel is not decreased in size.

D-2. **Repeal Lake Whatcom Subarea Plan** (PLN2014-00002) - Repeal the Lake Whatcom Subarea Plan, which was adopted in 1982 prior to enactment of the Growth Management Act (GMA). The proposal would also amend related provisions in the Whatcom County Comprehensive Plan.

D-3. **Repeal South Fork Valley Subarea Plan** (PLN2014-00003) - Repeal the South Fork Valley Subarea Plan, which was adopted in 1991 prior the first Whatcom County Comprehensive Plan that was adopted under the GMA. The proposal would also amend related provisions in the Whatcom County Comprehensive Plan.

D-4. **Repeal Eliza Island Subarea Plan** (PLN2014-00004) - Repeal the Eliza Island Plan, which was adopted in 1994 prior the first Whatcom County Comprehensive Plan that was adopted under the GMA. The proposal would also amend related provisions in the Whatcom County Comprehensive Plan and Zoning Code.

D-5. **Capital Facility Planning - Special Purpose Districts** (PLN2014-00005) - Review and amend provisions of the Whatcom County Comprehensive Plan relating to capital facilities. Potential amendments include adopting by reference and/or incorporating information from fire district, school district, water district and sewer district plans.

D-6. **Broadcast Towers in Point Roberts** (PLN2014-00006) - Amend Whatcom County Comprehensive Plan Policy 2VV-9 and section 20.72.200 of the Whatcom County Zoning Code to prohibit radio towers with signal strength of greater than 1,500 watts in the Point Roberts Special District.

D-7. **Six-Year CIP and LOS Amendments** (PLN2014-00007) - Review and update the Six-Year Capital Improvement Program for Whatcom County Facilities (Appendix F of the Whatcom County Comprehensive Plan). Review and amend the park and recreation level of service standards in the Whatcom County Comprehensive Plan.

D-8. **Slater/Elder Rd. Rezone (NC to RGC)** (PLN2014-00008) - Amend the Whatcom County Zoning map from Neighborhood Commercial to Rural General Commercial for approximately six acres at the corner of Slater Rd. and Elder Rd.
D-9. **WCC/Title 20 Amendments (PLN2014-00009)** - Review and, if needed, revise the Whatcom County Zoning Code and other sections of the Whatcom County Code to address issues identified in the administration of the codes. Additionally, any revisions needed to achieve consistency with the Growth Management Act and the Whatcom County Comprehensive Plan will also be considered.

D-10. **Wireless Communication Facilities (PLN2014-00010)** - Review and update Whatcom County Zoning Code text relating to Wireless Communications Facilities. The proposal is to add new language in Chapter 20.13 that exempts certain projects from Wireless Communication Facility permit requirements when such structures or improvements do not substantially change the physical dimensions of such facilities.

D-11. **Road Setback Amendments (PLN2014-00011)** - Review and amend the setback provisions and related definitions in the Whatcom County Comprehensive Plan and Whatcom County Zoning Code. The proposed amendments would provide the zoning administrator with authority to modify the front yard setback when a lot is located between two parallel roads or at the corner of two roads.

D-12. **Weddings and Special Events (PLN2014-00016)** - Amend the Official Whatcom County Zoning Ordinance (Title 20) to allow for “Weddings and Special Events” in specific zone districts through an approved Conditional Use Permit (CUP). Authorization to approve this amendment will result in the county needing to define “Special Events” under the “Definitions” section of WCC 20.97 and an additional amendment made to the “Parking Space Requirements” under WCC 20.80.580.


D-14. **Packinghouses (PLN2014-00018)** - Amend Whatcom County Zoning Ordinance relating to regulations and conditions for the allowance of small-scale packinghouses in the Agriculture zone.

D-15. **Capital Facility Planning – LOS for Correction Facilities (PLN2013-00002)** - Review and potentially modify the level of service standards for correction facilities (jails, juvenile detention and sheriff’s office space) in the Capital Facilities element of the Whatcom County Comprehensive Plan (Chapter 4).


D-17. **MRL Policies and Surface Mining Regulations (PLN2013-00008)** - Amend the mineral resource land (MRL) policies and MRL designation criteria in the Whatcom County Comprehensive Plan. Amend the Official Whatcom County Zoning Ordinance to change certain surface mining and related uses from an administrative approval use to a conditional use permit that requires a public hearing. Make other changes to the surface mining regulations.
D-18. **Specified Fittings** (R5A to RIM) (PLN2012-00006) – Amend the Comprehensive Plan designation from Rural to Rural Community and amend the zoning from Rural one dwelling/five acres (R5A) to Rural Industrial and Manufacturing for approximately 1.86 acres located on the north side of Smith Rd., west of the Guide Meridian.

D-19. **Agricultural Strategic Plan Implementation** (PLN2012-00007) – Resolution 2011-023 was approved by the County Council on 7/26/2011 declaring support for the Whatcom County Agricultural Strategic Plan. An immediate priority in this plan is to review the Rural Study Areas as listed in the 2007 Rural Land Study and make recommendations for possible changes in accordance with Resolution 2009-040 (100,000 acre target), Resolution 2011-023 (the Agricultural Strategic Plan), and RCW 36.70A.170 and .177. Other immediate and short-term priorities in this plan include developing tools that can be incentives for agricultural operators within the priority agricultural areas. These activities may lead to proposed changes to the agricultural portions of the Comprehensive Plan and zoning regulations.

D-20. **MRL Expansion – North Star Rd.** (PLN2012-00009) – Consider proposal to amend the comprehensive plan designation from Rural to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 19.7 acres on the west side of North Star Rd., south of Brown Rd. The underlying zoning is Rural one dwelling/five acres (R5A).

D-21. **Rural Element Update** (PLN2012-00012) – Amend the Rural element of the Whatcom County Comprehensive Plan, including provisions relating to limited areas of more intensive rural development and water resources, in response to a decision of the Growth Management Hearings Board. Make related amendments to the Official Whatcom County Zoning Ordinance and maps.

D-22. **MRL Expansion – Lummi Island** (PLN2011-00009) – Consider proposal to amend the comprehensive plan designation from Rural Forestry to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 27.5 acres on Lummi Island. The underlying zoning is Rural Forestry.

D-23. **Offsite Wetland Mitigation/Habitat Restoration** (ZON2008-00001) – Consider proposal to amend the Official Whatcom County Zoning Ordinance to allow offsite wetland mitigation and habitat restoration as a form of compensatory mitigation in all zoning districts.

### 2.3. **Comp Plan and Development Regulation Appeals**

The Whatcom County Council may continue to address appeals brought to the Growth Management Hearings Board (GMHB). Public participation for settlement activities that will result in an ordinance amending the comprehensive plan and/or development regulations will include, at a minimum:
• Posting an initial draft proposal on the County website and sending it to anyone requesting notification at least 30 days prior to the public hearing. Posting any revised draft on the County website and sending it to anyone requesting notification at least 10 days prior to the public hearing.

• If urban growth areas are being modified, sending the draft proposal to cities and any citizen planning groups for non-City UGAs at least 30 days prior to the public hearing. Sending any revised draft to cities and any citizen planning groups for non-City UGAs at least 10 days prior to the public hearing.

• Publishing notice of the hearing in the newspaper and, if urban growth areas are being modified, e-mailing notice to cities at least 10 days prior to the public hearing; and

• Holding a public hearing.
Chapter 3. Project Participants

The Public Participation Plan is designed to reach all audiences that may have an interest in the Comprehensive Plan and development regulation update process. It is also designed to reach out to other groups and individuals—those that may not yet have an interest or be inclined to participate—to encourage their awareness, understanding and involvement in the process. The PPP also promotes use of existing communication networks to encourage involvement in the Whatcom County Comprehensive Plan and development regulation update process.

3.1. The Public

The general public is defined as members of the community including residents, groups, property owners, farmers, business owners and any others that might be interested in the Comprehensive Plan update process. The following sections contain a breakdown of some specific types of community groups and organizations that the County will attempt to engage in the Comprehensive Plan update process.

3.1.1. Interested Property Owners and Developers

Interested property owners and developers are defined as members of the community that have an interest in growth and development regulations, especially as they relate to their private property rights. They may have an interest in developing or preserving their property. This might include farmers, real estate and development groups and other related professionals.

3.1.2. Community Organizations

Community organizations are loosely defined as groups, associations, or committees that come together for a common interest or cause. This includes service groups, environmental groups, chambers of commerce, non-profit organizations, advocacy groups, community councils, neighborhood associations, local granges, social service organizations, religious organizations,
and others. Community organizations also include groups that are centered around non-city UGAs like the Birch Bay steering committee and others.

### 3.1.3. Other Groups and Individuals

WAC 365-196-600(4) states that “Each county or city should try to involve a broad cross-section of the community, so groups not previously involved in planning become involved.” The County will continue to expand our email list when people request to be added to the list and as new groups come to the County’s attention, we will work to include them as appropriate.

### 3.2. Governmental/Quasi-Governmental Groups

Governmental and quasi-governmental groups are defined as organizations that have a connection to local government, including Whatcom Council of Governments; Whatcom County Council; City Councils; Whatcom County and individual cities’ Planning Commissions; area tribes; local special purpose districts; citizen advisory committees and others. Groups typically consist of elected officials, appointed or volunteer community members, or jurisdictional staff. Table 1 below shows a selected group of advisory committees that may be asked to comment on portions of amendments required to update the comprehensive plan. It will be important to ensure continued coordination with these groups throughout the entire Comprehensive Plan Update process.

**Table 1: Selected Whatcom County Advisory Boards/Committees and Commissions**

<table>
<thead>
<tr>
<th>Agricultural Advisory Committee</th>
<th>Parks and Recreation Committee</th>
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<tbody>
<tr>
<td>Bicycle/Pedestrian Advisory Committee</td>
<td>Portage Bay Shellfish Protection District Advisory Committee</td>
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<td>Birch Bay Shellfish Protection District Advisory Committee</td>
<td>Public Health Advisory Board</td>
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<tr>
<td>Birch Bay Watershed and Aquatic Resources Management Advisory Committee</td>
<td>Purchase of Development Rights Oversight Committee</td>
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<tr>
<td>Critical Areas Ordinance Citizen Advisory Committee</td>
<td>Rural Library Board</td>
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<tr>
<td>Critical Areas Ordinance Technical Advisory Committee</td>
<td>Surface Mining Advisory Committee</td>
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<td>Development Standards Technical Advisory Committee</td>
<td>Whatcom County Community Network</td>
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<tr>
<td>Drayton Harbor Shellfish Protection District Advisory Committee</td>
<td>Whatcom County Housing Advisory Committee</td>
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<tr>
<td>Flood Control Zone District Advisory Committee</td>
<td>Whatcom Council of Governments: Citizens’ Transportation Advisory Group</td>
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<tr>
<td>Flood Control Sub-Zone District Advisory Committee</td>
<td>Whatcom Transportation Authority’s Citizen Advisory Panel</td>
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<tr>
<td>Marine Resource Committee</td>
<td>WRIA 1 - Joint Management Team</td>
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<tr>
<td>Forestry Advisory Committee</td>
<td>WRIA 1 – Planning Unit</td>
</tr>
</tbody>
</table>
3.2.1. Planning Commission

Implementation of the GMA as it relates to public participation is covered within WAC 365-196-600 “Public Participation.” WAC 365-196-600(3)(c) states: “The public participation program should clearly describe the role of the planning commission, ensuring consistency with requirements of chapter 36.70, 35.63, or 35A.63 RCW.” RCW 36.70 is the Planning Enabling Act, which requires:

- Notice of the time, place and purpose of any public hearing shall be given by one publication in a newspaper of general circulation in the county at least ten days before the hearing (RCW 36.70.390 and .590).
- A recommendation of approval of comprehensive plan or official control amendments shall be by the affirmative vote of not less than a majority of the total members of the planning commission. Such approval shall be by a recorded motion which shall incorporate the findings of fact of the planning commission and the reasons for its action (RCW 36.70.400 and .600).

For purposes of this process, the Planning Commission will be more involved throughout each of the projects within the larger process. The Planning Commission is an appointed group of citizens that work directly with Planning and Development Services to craft legislation and make recommendations to the County Council. They also hear and make recommendations on applications for amendments to the Whatcom County Code and the Comprehensive Plan from private individuals, agencies and other applicants. Currently, the Planning Commission hears from the public primarily during public hearings and through written correspondence.

It is the goal that most town hall meetings, open houses and other public participation activities will occur with some involvement with the Planning Commission. In this way, the Planning Commission will hear straight from the public on each issue and will be more involved in crafting policies, earlier in the process. The public is encouraged to communicate with planning commissioners through the email and mailing address listed in Chapter 5 of this document in addition to attending planning commission meetings.

3.3. The Cities

Whatcom County will continue to engage with the Cities on issues that need to be reconciled as part of the periodic review. The County will work with the cities to achieve coordinated and consistent planning during the UGA review and revision process. The Cities will be conducting their own periodic reviews as required by state law, and public participation regarding issues associated with City planning areas will be undertaken by each city.
Chapter 4. Public Participation Approach

4.1. Overall Approach

The Washington Administrative Code (WAC) provides guidelines and rules for public involvement in comprehensive planning. WAC 365-196-600 “Public Participation” states that “The public participation program should clearly describe the role of the planning commission, ensuring consistency with requirements of chapter 36.70, 35.63, or 35A.63 RCW.”

Through this public participation program the planning commission will act as a central hub for many public participation activities. In this way, the planning commission will have maximum exposure to the public perspective no matter how complex or minute the issue.

Starting in section 4.2, issues are broken down into 3 types for the purposes of public participation. Each type of issue has a different approach and the approach is described in each section. All the issues retain the numbers assigned to them in Chapter 2, so if more information is needed about an issue, the reader may refer back to Chapter 2.

The 2016 Comprehensive Plan Update will include various opportunities for public participation, such as commenting on the scope of the environmental impact statement (EIS) and the draft EIS, and commenting at advisory committee, Planning Commission and County Council meetings. Proposals will be posted on the website and sent out through the County e-mail list. The County intends to provide a broad range of opportunities for the public to provide written and/or oral comments relating to the 2016 Comprehensive Plan update.
4.2. Level 1 Issues

Level 1 issues are generally less complicated, have already been through extensive public process or are quasi-judicial actions. This level is also appropriate for most standard map and text amendments to Title 20 Zoning. A more vigorous public participation approach may be assigned at the discretion of the Planning and Development Services Department.

4.2.1. Approach

Level 1 issues will be subject to the public process required by the code. Typically, they will follow this process:

1) **Proposal:** Staff generates a proposal or a recommendation on an application.

2) **Proposal posted:** Proposal is posted to the website and announced through email list. Legal notice will be given as required and applicable. Public may make comment to the Planning Commission via email and/or US mail.

3) **Public hearing:** Planning Commission holds public hearing on issue.

4) **Work session and recommendation:** Planning Commission conducts work session on issue and recommends action to the County Council. Public may make comment to the County Council via email and/or US mail.

5) **County Council:** County Council will review the recommendation of the Planning Commission and hold a work session in committee. The Council will approve the recommendation, modify, or deny. If the Planning Commission recommendation is substantively modified, another hearing will be held on that modification and then the Council will act.

4.2.2. Level 1 Projects

S-3. **Land for Facilities** (RCW 36.70A.110, .115, .210, SHB 1825)

S-5. **Family Day-Care Providers in Home** (RCW 36.70A.450, SB 5952)

S-7. **Forest Practices** (RCW 36.70A.570, SHB 1409)

D-1. **Boundary Line Adjustments** (PLN2014-00001)

D-2. **Repeal Lake Whatcom Subarea Plan** (PLN2014-00002)

D-3. **Repeal South Fork Valley Subarea Plan** (PLN2014-00003)

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1 Quasi-judicial actions of local decision-making bodies are "those actions of the legislative body, planning commission, hearing examiner, zoning adjuster, board of adjustment, or boards which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding" (RCW 42.36.010). These require adjudication in a court-like process, in which the guidelines for public participation are different from other actions.
D-4. Repeal Eliza Island Subarea Plan (PLN2014-00004)
D-5. Capital Facility Planning - Special Purpose Districts (PLN2014-00005)
D-6. Broadcast Towers in Point Roberts (PLN2014-00006)
D-7. Six-Year CIP and LOS Amendments (PLN2014-00007)
D-8. Slater Rd. Rezone (NC to RGC) (PLN2014-00008) Note: This rezone is quasi-judicial.
D-9. WCC/Title 20 Amendments (PLN2014-00009)
D-10. Wireless Communication Facilities (PLN2014-00010)
D-11. Road Setback Amendments (PLN2014-00011)
D-12. Weddings and Special Events (PLN2014-00016)
D-16. Bellingham Development Standards (PLN2013-00003)
D-18. Specified Fittings (R5A to RIM) (PLN2012-00006) Note: The rezone is quasi-judicial.
D-20. MRL Expansion – North Star Rd. (PLN2012-00009)
D-22. MRL Expansion – Lummi Island (PLN2011-00009)
4.3. Level 2 Issues

Level 2 issues require a little more than the code-required public process. The issues in this category are of a sensitive or political nature and/or the public has come out to oppose or support them in the past. They are generally more complicated.

4.3.1. Approach

Typically, level 2 issues will follow this process:

1) **Alternatives**: Staff generates alternative approaches to the issue, when applicable.
2) **Alternatives posted**: Alternatives are posted to the website and announced through email list.
3) **Advisory Committee/Agency/City Review and Comment**: The alternatives will be submitted to the appropriate advisory committee, department, city or agency for review and comment.
4) **Proposal**: Staff generates a proposal considering any feedback received on the alternatives.
5) **Proposal posted**: Proposal is posted to the website and announced through email list and legal notice as required and applicable. Public may make comment to the Planning Commission via email and/or US mail.
6) **Public hearing**: Planning Commission holds public hearing on issue.
7) **Work session**: Planning Commission conducts work session on issue and recommends action to the County Council. Public may make comment to the County Council via email and/or US mail.
8) **County Council**: County Council will review the recommendation of the Planning Commission and hold a work session in committee. The Council will approve the recommendation, modify, or deny. If the Planning Commission recommendation is substantively modified, another hearing will be held on that modification and then the Council will act.

4.3.2. Level 2 Projects

S-1. **Transportation** (RCW 36.70A.070 and RCW 36.70A.108)

S-6. **Housing** (RCW 36.70A.070(2)) and (RCW 36.70A.540, EHB 1464)

D-17. **MRL Policies and Surface Mining Regulations** (PLN2013-00008)

D-21. **Rural Element Update** (PLN2012-00012)

4.4. Level 3 Issues

These issues are generally more complicated and are of interest to the general public. All of these issues will have many opportunities for public comment, including a town-hall style meeting where people are able to openly share their feelings on the alternatives proposed or just the issue in general. When appropriate, town hall meetings will be planned close to areas that will be or are being impacted by the issue.

4.4.1. Approach

 Typically, level 3 issues will follow this process:

1) **Alternatives**: Staff generates alternative approaches to the issue, when appropriate.

2) **Alternatives posted**: Alternatives are posted to the website and announced through email list.

3) **Advisory Committee/Agency/City Review and Comment**: The alternatives will be submitted to the appropriate advisory committee, department, city or agency for review and comment.

4) **Town hall meeting**: A town hall style meeting is held to seek public input on the issue and the proposed alternatives. When appropriate, the meeting is held in a location that is reasonably located near an area affected by the issue. Planning Commission may be in attendance at this town hall meeting. Announcements of town hall meetings will be done through the website, email list, media releases, and local postings as appropriate.

5) **Proposal**: Staff generates a proposal considering feedback received on the alternatives, including feedback heard at the town hall meeting.

6) **Proposal posted**: Proposal is posted to the website and announced through email list. Legal notice will be given as required and as appropriate. Public may make comment to the Planning Commission via email and/or US mail.

7) **Public hearing**: Planning Commission holds public hearing on issue.

8) **Work session**: Planning Commission conducts work session on issue and recommends action to the County Council. Public may make comment to the County Council via email and/or US mail.

9) **County Council**: County Council will review the recommendation of the Planning Commission and hold a work session in committee. The Council will approve the recommendation, modify, or deny. If the Planning Commission recommendation is substantively modified, another hearing will be held on that modification and then the Council will act.

4.4.2. Level 3 Projects

S-2. **Mineral Resource Lands** (RCW 36.70A.131)
S-4. **Accessory Uses in Agricultural Lands** (RCW 36.70A.177, SHB 2917). Coordination with Agriculture Advisory Committee.

S-8. **Critical Areas/Best Available Science** (RCW 36.70A.130(1)(c)). A review committee will be reactivated for this effort. However, many of the existing advisory committees will make recommendations including, as applicable, the Agriculture Advisory Committee, Lake Whatcom Watershed Advisory Committee, Shellfish and Marine advisory committees and others who are impacted by Best Available Science.

S-9. **2016 Comprehensive Plan Update** (RCW 36.70A.130(1)). Coordination, as applicable, with various committees, the cities, and service providers.

S-10. **2016 UGA Review** (RCW 36.70A.130(3)). Coordination with the seven Cities and capital facility/urban service providers.

D-19. **Agricultural Strategic Plan Implementation** (PLN2012-00007). Coordination with Agriculture Advisory Committee and applicable Cities.
Chapter 5. Conclusion

This public participation plan was initially crafted at the beginning of the comprehensive planning process. It is a living document that should be updated as conditions change or new methods are discovered. This public participation plan meets the requirements of the RCW and the requirements of the WAC. Specifically, the Planning and Development Services Department hopes that this public participation program will “involve a broad cross-section of the community, so groups not previously involved in planning become involved” as WAC 365-196-600(4) suggests it should.

To provide written feedback on this public participation plan, please contact Planning and Development Services at rboxx@co.whatcom.wa.us. If you wish to provide comment on any issue to the Planning Commission or County Council, please utilize the following addresses:

Whatcom County Planning and Development Services
5280 Northwest Drive
Bellingham, WA 98226

Planning Commission
C/o Becky Boxx, coordinator
5280 Northwest Drive
Bellingham, WA 98226
PDS_Planning_Commission@co.whatcom.wa.us

County Council
311 Grand Ave, Ste 105
Bellingham, WA 98225
council@co.whatcom.wa.us
Commissioner Comments

Commissioner Haugen commented on Mr. Petree’s comments in which he addressed the 2007 OFM predictions. Mr. Petree stated the county is likely to grow even faster after the economic recovery. Commission Haugen asked Mr. Petree if he sees economic recovery as a given.

Mr. Petree stated there was an OFM press release regarding that. It stated the population is increasing as the economy rebounds. It happens first in the bigger cities.

Commissioner Haugen stated he doesn’t buy the economic recovery argument. He thinks there needs to be a “Plan B” in case the economy doesn’t come back.

Commissioner McClendon addressed the land slide issue in Snohomish County. Studies show there was a land slide tendency in the area. She brought this up in the context of zoning. Zoning does matter and it saves lives.

Mr. Personius stated staff has seen articles regarding the landslide which will help them as they update the Critical Areas Ordinance.

Approval of Minutes of March 13, 2014:
Commissioner Teigrob moved to approve as written. Commissioner McClendon seconded. The motion carried.

File #PLN2014-00019: The Draft Public Participation Plan for Whatcom County Comprehensive Plan and Development Regulation Amendments. This plan will guide public participation efforts relating to comprehensive plan and development regulation amendments, including zoning and critical areas ordinance changes.

Matt Aamot presented the staff report.

The Growth Management Act (GMA) requires that the county have a public participation program for comprehensive plan and development regulations. The County Council approved last year’s plan in May 2013, after review by the Planning Commission. In February 2014 the county met with the city planners to get any input they might have on the plan. The county also put the draft plan on the website and sent it out to an email list in March. The plan provides three levels/categories of review. Level 1 is a basic level which requires the county to post the proposal on the website, send it out to the email list, put notice in the paper, do a staff report, have a Planning Commission hearing, and then go to County Council for final review. Level 2 has all of those elements plus alternatives are developed, when appropriate. The issue may also go to an advisory committee, city, or county departments for review. Level 3 has all of those elements plus a town hall meeting. That is intended to be a more informal atmosphere. The county held one of these last September, on population and employment, which worked well. There are changes that are occurring in this year’s program compared to last year’s program. The County Council adopted a docket of 14 new amendments which PDS will review this year. These are incorporated into the plan. The projects that went through review last year are deleted from the plan. Also deleted are the reconciliation items. There were
reconciliation polices put into the Comprehensive Plan in the 2009 UGA review. That came about because the GMA had different deadlines for updating the UGAs than for updating the rest of the Comprehensive Plan. Subsequently, the state legislature amended the GMA and they aligned the next UGA review with update of the rest of the Comprehensive Plan. Both reviews are due in 2016. The reconciliation items have pretty much been rolled into the 2016 update, except for certain items that will not be updated. Regarding appeals submitted the GMHB, right now the Public Participation Plan, the 2013 version, states there will be a 30 day hearing notice of a proposal that is a result of a settlement. This will be posted on the website and notice sent to those on the email list. The 2014 plan keeps that 30 day notice time for the initial hearing but then if there are amendments after that the next hearing will have a 10 day notice time. The idea is that you can have a hearing on something, make some amendments then at the next regular meeting you can consider the item again, instead of waiting another 30 days.

The hearing was opened to the public.

Greg Brown, Whatcom County: Addressed page 3-3, paragraph 2: “For purposes of this process, the Planning Commission will be more involved throughout each of the projects within the larger process.” He stated he assumes levels 2 and 3 are larger projects. He then addressed page 3-3, paragraph 3: “It is the goal that most town hall meetings, open houses and other public participation activities will occur with “some” involvement with the Planning Commission.” He stated that in the years he has attended Planning Commission meetings he couldn’t remember the Planning Commission taking part in town hall meetings.

Members of the Commission stated they have been involved in town hall meetings.

Mr. Brown then stated “some” is a very abstract statement.

The hearing was closed to the public.

Commissioner Teigrob stated that last year Wendy Harris had a request to improve the county website to make it more user friendly. Has anything been done regarding that?

Mr. Personius stated the website is continually upgraded. A major overhaul was done last year. Each PDS project manager updates the links to their projects on the website.

Commissioner Teigrob stated Snohomish County is on Facebook and asked if Whatcom County is.

Mr. Personius stated Whatcom County is.

Commissioner Teigrob stated there needs to be more notification of that.

Mr. Personius stated the Executive’s Office maintains the Facebook site, which represents all county departments. PDS had looked into having their own page but due to the county Information Technology (IT) Department issues was unable to have one.
Commissioner Elenbaas addressed Pt. Roberts who say they don’t get the Bellingham Herald so they don’t get much notification of issues. Is the Public Participation Plan where types of official notification can be changed?

Mr. Aamot stated it does not specify what paper notice will be published in. The Bellingham Herald is the official paper for notification. This is determined by Council. Press releases are sent to the other news outlets as well.

Commissioner McClendon stated she does not find the website user friendly. How do members of the public get on a notification email list?

Mr. Aamot stated right now people have to call and ask to be put on a list. Perhaps the county can put something on the website.

Commissioner McClendon stated the best way to do it is to have a list that is self-subscribing/unsubscribing.

Mr. Personius stated staff has had those discussions and are looking at options. There are limits concerning what the IT Department can do.

Commissioner Hunter addressed the language on page 3-3, paragraph 3 regarding Planning Commission involvement. Is the language addressing the Planning Commission as an entity, participating in the town meetings, or individual Commissioners attending town hall meetings?

Mr. Aamot stated the intent is the Planning Commission as a body. There have been town hall meetings in which the Commission was not part of and there have been meetings they have been part of.

Commissioner McClendon addressed the language in paragraph 4 of the memo. Does this only apply to appeals to the GMHB? What is the procedure? Does it have to come back to the Planning Commission?

Mr. Aamot stated yes it is only for appeals. As far as coming back to the Planning Commission he stated the Council will have a public hearing on the issue if they change the proposal.

Commissioner McClendon moved to recommend adoption of the Public Participation Plan. Commissioner Teigrob seconded. Roll Call Vote: Ayes – Elenbaas, Haugen, Hunter, McClendon, Onkels, Teigrob, Vekved; Nays – 0; Abstain – 0; Absent – Bell, Honcoop. The motion carried.

UGA/Non –UGA Monitoring Briefing

Gary Davis presented the report.

Policy 2DD-1 requires annual monitoring of the non-UGA areas, in a report to be done by February 1st. That report was recently presented to you. This report differs from the
### WHATCOM COUNTY COUNCIL AGENDA BILL

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### TITLE OF DOCUMENT:

FCZD-Possible Property Acquisition

### ATTACHMENTS:

1. None

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

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

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

### Requested Date:

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

### COMMITTEE ACTION:

### COUNCIL ACTION:

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
**TITLE OF DOCUMENT:** Update on 1500 State Street Property Acquisition

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

Discussion with Executive Louws on potential State Street property acquisition -- discussion of this item may take place in executive session (closed to the public pursuant to RCW 42.30.110 (1) (b) (e))
CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 6:01 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Sam Crawford, Rud Browne, Barry Buchanan, Ken Mann, Pete Kremen and Carl Weimer

Absent: None

COMMITTEE DISCUSSION

1. STRATEGY PLANNING DISCUSSION AND POSITIONS TO BE TAKEN REGARDING COLLECTIVE BARGAINING (AB2014-018)
   Attorney Present: None

2. DISCUSSION WITH CHIEF DEPUTY PROSECUTOR DANIEL GIBSON AND ENVIRONMENTAL HEALTH SUPERVISOR JEFFREY HEGEDUS ON POTENTIAL STATE STREET PROPERTY ACQUISITION (AB2014-018)
   Attorney Present: Dan Gibson

Weimer stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.140 (4)(a) and discussion of agenda item two may take place in executive session pursuant to RCW42.30.110 (1)(b). Executive session will conclude no later than 7:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Kremen moved to go into executive session until no later than 7:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair.

The motion carried by the following vote:

Ayes: Crawford, Browne, Buchanan, Mann, Kremen and Weimer (6)
Nays: None (0)
Absent: Brenner (out of the room) (1)

OTHER BUSINESS
ADJOURN

The meeting adjourned at 7:00 p.m.

The Council approved these minutes on ______ 2014.

ATTEST:      WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL

Regular County Council

March 11, 2014

CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 7:05 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:06:16 PM)

Present:  Barbara Brenner, Ken Mann, Sam Crawford, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

Mann announced there was a strategy planning discussion and positions to be taken regarding collective bargaining (AB2014-018) and discussion with Chief Deputy Prosecutor Daniel Gibson and Environmental Health Supervisor Jeffrey Hegedus on potential State Street property acquisition (AB2014-018) in executive session during the Committee of the Whole meeting.

MINUTES CONSENT

Kremen moved to approve the Minutes Consent items.

The motion carried by the following vote:

Ayes:  Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

Nays: None (0)

1. COMMITTEE OF THE WHOLE FOR JANUARY 28, 2014

2. REGULAR COUNTY COUNCIL FOR JANUARY 28, 2014

3. COMMITTEE OF THE WHOLE FOR FEBRUARY 11, 2014

4. REGULAR COUNTY COUNCIL FOR FEBRUARY 11, 2014
PUBLIC HEARINGS

1. ORDINANCE AMENDING WHATCOM COUNTY 2014 UNIFIED FEE SCHEDULE TO AUTHORIZE THE FERRY FUND TO ABSORB CREDIT/DEBIT CARD CONVENIENCE FEES ON SINGLE-RIDE FERRY FARES AND INCORPORATE CREDIT/DEBIT CARD CONVENIENCE FEES ON MULTI-RIDE FERRY PASSES (AB2014-091) (7:08:21 PM)

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

Jim Dickinson stated that considering the amount of increased collections the County will receive from credit card sales, the County will be able to absorb the fees. People need a point of purchase system for ticket purchases before getting on the ferry.

Hearing no one else, Weimer closed the public hearing.

Mann moved to adopt the ordinance.

Brenner stated it seems unfair that a fee is collected from Lummi Island residents but not visitors to the island.

Kremen asked the recommendation of the Lummi Island Ferry Advisory Committee.

Greg Brown, Lummi Island Ferry Advisory Committee member, stated the committee is basically okay with the ordinance.

Browne asked why they can’t create new fares that absorb the cost of the fee.

James Lee, Public Works Department, stated the machine cannot calculate convenience fees because each credit card company charges different fees. There isn’t time for a deck purser to calculate the convenience fee percentage for 20 cars during the ferry crossing. The 2.35% charge for a single fare was chosen because it is consistent with the fee paid at the front counter at the Public Works Department counter or online. This is a starting point to collect data. Staff will come back to the Council in about six months with some data on which they can present options and make decisions.

Browne stated raise the ferry fare by an amount that is equal to or greater than the highest convenience fee. Lee stated that is an option. Staff brought forward the recommendation from the Council committee made in December.

Brenner stated she didn’t support the committee recommendation Add an extra amount to each ferry fare ticket that would cover the cost of the convenience fee, whatever that fee may be.

Weimer stated the Council will have to have another public hearing if it changes its recommendation. The Advisory Committee and Council thought the amount of money the County would give up in convenience fees would be minimal during this data collection period of six months.
**Brenner moved** to amend the single trip cash fare to add five percent of its current amount.

Browne stated it’s more logical to have an alternate credit card fare, but he doesn’t want to hold this up. He accepts a six-month sunset on the fare with a review in six months.

Weimer stated that is staff’s plan.

Kremen stated there isn’t a sunset date, but the intent is to initiate program implementation, and then do a review after six months to see if they want to make modifications and adjustments. That’s what the Council should do. Adopting the ordinance tonight doesn’t preclude the Council from incorporating Councilmember Browne’s idea if they think it will improve the program.

Mann asked how much money in convenience fees the County will absorb during this test period. Lee stated the estimated convenience fees collected, based on historic ridership and a 2.35 percent convenience fee, is $7,000 per year.

Weimer stated that for the six-month program, the County will absorb $3,500.

Browne stated he drops his objection.

Jack Louws, County Executive, stated he encourages Council to approve the ordinance without the amendment. If the Council wants to amend the ordinance, he would rather they hold it for two weeks so that staff can review and make recommendations.

Brenner stated the Council can create any convenience fee it wants. People are giving visitors the convenience of being able to use the credit card. They don’t need to wait and let staff look at it.

Kremen called the question.

The motion to amend failed by the following vote:

**Ayes:** Brenner (1)

**Nays:** Mann, Crawford, Browne, Buchanan, Weimer and Kremen (6)

The motion to adopt carried by the following vote:

**Ayes:** Mann, Crawford, Browne, Buchanan, Weimer and Kremen (6)

**Nays:** Brenner (1)

2. **RESOLUTION RELATING TO MULTI-JURISDICTIONAL POPULATION AND EMPLOYMENT GROWTH ALLOCATIONS (AB2014-056B)** *(7:26:48 PM)*

Mark Personius, Planning and Development Services Department, gave a staff report.

Weimer opened the public hearing, and the following people spoke:

Darcy Jones stated he encourages the County Council to approve the City of Bellingham request for population projections, which can be part of the environmental
impact statement (EIS) analysis and alternatives. The City must maintain a population to sustain a healthy urban core. He supports each element of the resolution, except the last Whereas statement on Council packet page 278 regarding the transfer of development rights (TDR) program, because the method of transfer may not be effective.

Greg Brown stated he is generally in favor of the non-binding resolution with the exception of Councilmember Mann’s proposal regarding the last whereas statement in the resolution regarding the TDR program.

Linda Twitchell, Building Industry Association of Whatcom County, stated she supports the growth and employment estimates for the cities, but is opposed to requiring cities to purchase TDRs in exchange for enlarging their urban growth areas (UGAs) so they can accommodate growth. There is not enough buildable land in Bellingham. Charging developers effectively passes the cost to the home buyer and creates more issues with affordable housing.

Jori Burnett, City of Ferndale, submitted a handout (on file) and stated the City supports the resolution without the last two whereas statements. The City supports the TDR concept, but there are too many questions with unknown answers. Perhaps create a separate resolution for the TDRs.

Perry Eskridge, Association of Realtors, submitted a handout (on file) and stated he is concerned about the City of Bellingham being able to meet its population projection, because it hasn’t been able to historically. The City was supposed to decide on its annexation of Geneva and Hillsdale and sought to reduce density in certain proposed developments. The City’s population proposal is based on the fact they will achieve only 41 percent of the population.

Richard Banel, Columbia Valley Water District Commissioner, stated he supports the resolution as presented. The projections are consistent with the Foothills Subarea Plan and capital facilities plan, and other plans for the water district, fire district, and school district.

Kris Halterman stated she is opposed to the TDR requirement. TDRs don’t work anywhere, so don’t make it a requirement.

Clayton Petree stated he supports the proposal from the cities, County staff, and County Planning Commission. The rural numbers may be a little low. The TDR program was not part of the process. They should look at a TDR program, but not in this resolution, which is about the overall population and employment projections. The cities may want to have their own TDR program. Remove the TDR language.

Gary Honcoop stated many things add to the cost of construction. Create incentives for people to stay in the cities instead of moving to Whatcom County. Affordability is an issue. He is concerned this may get results opposite than desired, partly due to higher cost and a slow down in converting UGA lands to useable lots.

Dave Onkles stated the Council should design a functioning TDR program for the County. King County transfers density into high rises in downtown areas. However, the TDR requirement in the last whereas statement of the resolution is poorly conceived.
Wendy Harris stated she has a problem with the employment growth allocation at Cherry Point. At Cherry Point, they must balance the heavy industry port and the state marine reserve. Staff did not consider the habitat and marine resource reserve. They must also consider the Lummi cultural interest in the area. In general, there is a lack of wildlife conservation planning and habitat connectivity among the County and the Cities, so the projections are artificial and high.

Henry Bierlink, Whatcom Farm Friends, stated he encourages the County to take up the City of Ferndale’s offer to work on a TDR program.

Hearing no one else, Weimer closed the public hearing.

Mann moved to approve resolution as presented.

Crawford moved to amend to remove the last two whereas statements.

Brenner suggested a friendly amendment to only replace the last whereas statement with alternate language, “Whereas the County intends to work with the Cities to find opportunities to use transfer or purchase of development rights.”

Crawford did not accept the friendly amendment. He stated the Council said it would remove the politics from this process and choose a middle number from the Office of Financial Management (OFM) and BERK study. They’ve come up with a result that is close to that original intent. Adding these statements at the end of the process veers away from an apolitical discussion of population projection. More importantly, a TDR program has been on the books for about 15 years, and it is seldom used and very complicated. It’s too much to hold the cities accountable through the 2016 Comprehensive Plan update. The UGAs are the most difficult areas to develop. The Cities won’t extend water and sewer in the UGAs, so they are just placeholders for future annexation. This scares the Cities off of doing urban growth areas. The UGA won’t be the spot for development. The Growth Management Act didn’t establish the UGA as a place to not develop. When the tax base developed to make it attractive to annex, then the City would annex, but the opposite has occurred. There is development in the rural areas but not the UGAs, because the Cities won’t extend water and sewer service. Don't put TDRs on this proposal right now. It will work against everyone and the 2016 Comprehensive Plan process.

Kremen stated TDRs have a lot of merit and potential. It’s nearly impossible to get any of the Cities, which claim they don’t want urban sprawl, to seriously negotiate receiving areas for a successful TDR program. If there were high value receiving areas in the cities, they could have a successful TDR program that would be good for the entire community. He does not support Councilmember Crawford’s motion to amend. Keep the first whereas statement of the motion and eliminate the second one. He wants to provide an incentive for the Cities and County to work on, not require, a successful TDR program. Strike the last whereas statement that requires TDRs with an annexation.

Weimer stated he is against Councilmember Crawford’s amendment. It’s a nonbinding resolution. They always talk about how they’re going to do a TDR program, but the County never has the leverage to make anyone do it. This doesn’t make anyone want to do it either. It just states the Council’s intent to find a way to start retiring the thousands of development rights in the county. The Council could allocate no population to
the cities, because the county has enough lots to accommodate everyone. That’s a problem they need to deal with. This doesn’t require anything. It just asks the planners to bring forward a proposal.

Mann stated everyone thinks a TDR program is a good idea in theory, but in practice no one wants TDRs. This is not something happening at the last minute. He’s been talking about this for six years, but no one has had the courage to make it happen. This is a market-based mechanism to overlay the County’s existing process. It will require winning participants to enter into an agreement. There are no specifics in this language. He wants the Cities to work with the County to solve the issue. No one has committed to make a viable TDR program happen. This is the County Council’s chance to send a message to the cities about its expectations and hopes. He is opposed to Councilmember Crawford’s motion to amend. He does not want a program that will deter growth in the UGAs, but don’t expand city limits without it being a well-thought out decision. The cities must grow to accommodate the population, but he doesn’t support expanding their UGAs just to make the projection numbers work. The whereas statements in a nonbinding resolution will send a message to all the jurisdictions that the County is serious about including a TDR program in the 2016 Comprehensive Plan update.

The motion to amend failed by the following vote:
Ayes: Crawford (1)
Nays: Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)

Brenner moved to amend the last whereas statement, "Whereas the County intends to work with the Cities to find opportunities to use transfer or purchase of development rights.” Provide incentives for using TDRs. Use economic development investment (EDI) money for TDRs and purchases of development rights (PDRs), which would create jobs and affordable housing. Her amendment softens the language. The cost of a developable lot is more than she thought.

Mann stated he is against the motion to amend. The language has already been softened in committee. The Council must be serious about TDRs, and now is the time to tell people.

Weimer stated he is against the motion to amend. The language in the motion is similar to another whereas statement. He likes the stronger language since the resolution is nonbinding. They’re asking the planners to come up with a solution.

Buchanan stated he is against the motion to amend. It’s important to keep working on a program that works for the county. The resolution is nonbinding, doesn’t mandate anything, and just states the Council’s intent.

Browne stated he is against the motion to amend. The resolution is nonbinding. The last whereas statement is a proposal, not a mandate for a specific outcome. Other TDR programs don’t necessarily have a one-to-one relationship. The price point doesn’t have to be prohibitive. They must find a price point that works.

The motion to amend failed by the following vote:
Ayes: Brenner, Crawford and Kremen (3)
Nays: Mann, Browne, Buchanan and Weimer (4)
The motion to approve the resolution carried by the following vote:

**Ayes:** Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)

**Nays:** Crawford (1)


Wayne Harrison, Planning and Development Services Department, submitted a handout (on file), stated he recommends changing the language on Council packet page 292 regarding metrics, and gave a staff report.

"6. Section 107.2 is amended to include the following: Construction documents may be submitted in Standard English or Metric measurement. However, the building Official may require, at his/her discretion, that any Metric construction documents be converted by the applicant from/to either system of measurement, or require documents to include both systems of measurement prior to document submittal. to Standard English measurement which then may be submitted independently or in tandem with Metric documents."

Weimer opened the public hearing, and the following people spoke:

Linda Twitchell, Building Industry Association of Whatcom County, stated there was no vote from her organization to endorse this, but they appreciate Mr. Harrison’s willingness to listen to their concerns and effort to make things workable.

Ron Anderson, North Whatcom Fire and Rescue Fire Chief, stated he asks the Council to support the staff recommendation for appendix B. Three things influence a fire department’s ability to do a job, including response times, adequate personnel, and water supply. Water supply is critical to fire departments in rural areas to do their jobs.

Gary Honcoop stated fire flow impacts the agricultural industry. The reduction proposal was to reduce fire flow by 250 gallons per minute across all the categories, which is a 17 percent reduction at most. As the building gets larger, the percentage gets lower. There is a half-hour reduction in duration. Sprinklers require fire flow at a higher pressure and an additional 500 gallons per minute for the hose stream requirement, which is difficult to accomplish.

Hearing no one else, Weimer closed the public hearing.

Kremen moved to adopt the ordinance, including the substitute language presented by Mr. Harrison. It’s a good ordinance overall. Most everyone got something out of it. It’s vastly improved. He thanked staff for working on this ordinance to address concerns. Support the ordinance as submitted.

Brenner asked if this makes the County compliant with State law. Harrison stated the State adopts the International Fire Code that says jurisdictions will provide fire water. It doesn’t say how the jurisdictions will do that. Whatcom County chose to adopt appendix B, which tempers that blanket statement. It provides options in the fire flow table by allowing the fire marshal to make adjustments when warranted. This ordinance amends the
appendix chapter. The concessions are as balanced as possible, especially for agriculture and agricultural processing buildings.

Browne stated he’s concerned they will hamper the agricultural community in a way that isn’t consistent with what other communities are doing. He has more questions. They are obligated to protect the lives of occupants and first responders and to make rules that protect neighboring properties. The building owners must assume what level of risk they want to assume and determine what level of fire protection to install for the protection of their buildings. He likes everything in the ordinance, except they must do more work to identify what other jurisdictions are doing to solve this agriculture fire water issue. Harrison stated the fire marshal’s office has worked and will continue to work with owners to identify every option available to come to a solution on what the fire flow requirements will be. They will always look for a way to make the project possible and find some kind of balance. That’s the history of the fire marshal’s office. The insurance industry attempts to drive their insurance rates, and the trend will become more conservative. He predicts other jurisdictions will become more conservative.

Browne stated he appreciates the fire marshal working with him. He isn’t ready to amend the table. He moved to hold the ordinance in Public Works, Health, and Safety Committee to look at how other jurisdictions have solved the problem and get a better idea of the issues.

Brenner stated she supports the motion to hold in committee. She would like to know if this will cause problems for remote farm buildings. She wants to be sure it doesn’t negatively impact the agricultural community. She’s not sure yet.

The motion to hold in committee failed by the following vote:

Ayes: Browne, Mann and Brenner (3)
Nays: Crawford, Buchanan, Weimer and Kremen (4)

Mann stated he is against the ordinance. The codes are driven by the insurance companies in an attempt to make the world disaster proof. It’s too expensive to do that. If someone wants to build a building they own that is less than disaster proof, they should be allowed to do that. Make the ordinance more relaxed.

Crawford asked if the County has the latitude to make this more flexible. He needs to understand if they are able to alter the regulations in the name of promoting agriculture.

Harrison stated the fire marshal’s office has looked at this as closely as possible. They are trying to balance many elements, including economics, insurance issues, the fire districts, and how they are expected to address the code. His recommendation goes as far as it is prudent, but the Council may make this a less restrictive ordinance.

Crawford moved to reconsider the motion to hold in committee.

Kremen stated he will not prevent anyone from trying to improve upon the proposed ordinance.

The motion to reconsider carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan and Kremen (6)
Nays: Weimer (1)

Browne moved to hold in the Public Works, Health, and Safety Committee.

The motion to hold in the Public Works Committee carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan and Kremen (6)

Nays: Weimer (1)

Jack Louws, County Executive, stated that if councilmembers have any other information they would like on this issue, they should email the request to him or Mr. Harrison to expedite the process. The administration is waiting for the Council’s decision and would like to provide information.

Browne stated he wants to look specifically at what other rural jurisdictions are doing.

Brenner stated Gary Honcoop may have information on what other rural counties are doing. Harrison stated the reductions in the table and system of credit options are based on ordinances in Pierce County, Kitsap County, and Yakima County.

4. RESOLUTION TO ADOPT THE LAKE SAMISH BASIN COMPREHENSIVE STORMWATER PLAN (AB2012-227) *(8:52:57 PM)*

Weimer opened the public hearing, and the following people spoke:

Penney Jewett submitted a handout *(on file)* and stated her shared driveway is listed as a project, but is incorrectly described. She and others sent a letter to the Council in July 2012. The Council put the item on hold and asked staff to review and comment on her letter and meet with the community. He has not met with the residents. Because of the lack of communication with the community, delay the vote until Mr. Olason can meet with the community to iron out misunderstandings or problems contained in the plan.

Jerry Johnson stated he supports the proposal in principle, but not its adoption procedure, which is a process for funding. Staff has not met with the community as directed to resolve issues and discrepancies. He has not contacted the Lake Samish Association Board. He is concerned about vague financial aspects, including estimated expenses for projects. Lake Samish residents contribute $199,000 per year for stormwater management, but those funds aren’t used locally. The ordinance allows the Flood Control Zone District Board to set subzone user fees without approval from the residents. It’s not time to adopt the ordinance. Errors need to be corrected. Funding aspects must be separated from the plan. Staff needs to meet with the residents about their concerns.

Jim Malin stated he is opposed to the plan. Five to ten percent of property owners in this basin should be expected to pay the entire cost of the forestland in the region and the I-5 corridor stormwater issues. The residents are angry about more taxes put upon them. There is an overlay plan now that was supposed to help protect the water and deal with stormwater issues. The County has not even cleaned out any culverts. That should be paid for with County road funds. The Public Works staff will be able to go onto private property without permission to look for stormwater violations. That goes too far.
David Schneider stated it is a very important and valuable plan, but he has concerns. Recommendations are to continue ongoing lake level management and to engage in a few new modest projects and longer-term larger projects. Plan approval allows the County to seek grant funds for culverts, upgrades, and to protect drinking water. For those reasons, the plan is important, but there are concerns about the taxing authority. He encourages the County to clearly establish a process to consult with the community on any large projects. Don’t put the cost of impacts from the freeway on the local residents.

Erick McHenry stated he agrees with previous comments. No one has listened to the local community. This has moved forward quickly and is unclear. It submits the residents to unknown tax ramifications. The County is supposed to clean out ditches, not create another layer of government. Things are going forward just to take advantage of grant money, which may not be the best thing to do. Reconsider before proceeding.

Wendy Harris stated there is no discussion about land use regulations or restrictions on recreational use of the lake. Urban quality stormwater runoff contains many pollutants. The County must take regulatory action. The County cannot regulate public health and safety through incentives. Restoring an entire lake must include the entire ecosystem, including native vegetation management on property and control of the use of fertilizers and pesticides. This doesn’t take care of the lake. Start with land use management.

Hearing no one else, Weimer closed the public hearing.

Kraig Olasen, Public Works Department, gave a staff report and stated there was an extensive public process. At the final hour, there were a lot of questions. Staff responded to the questions, and there were additional questions posed. He followed up with Penny Jewett and tried to set up a meeting. He didn’t want to start over with the general public, but preferred to work with the group that expressed concerns in the letter and signed the letter. They determined it would be better for him to work through Dan Bult of the Lake Samish Association. They tried to set up a meeting, but it never happened. He was available.

Every time this comes up, there is a concern of an automatic fee that goes with adopting the plan. The plan has estimated costs for a range of programs. It also identifies what to do without new taxes. That is the phase one program. It doesn’t require the Board to raise fees. If the Board wants to raise fees, staff recommends that they do a funding rate study, which is what they did for Birch Bay. It took a year and a half of discussions with the community. The process established how to fine-tune those estimates and come up with a monthly rate. This plan is based on efforts with Birch Bay and Lake Whatcom. It provides the Board a list of activities worked out with the community. Those activities can go on the comprehensive water resource integration project (CWRIP) plan and made available for funding. Outside this plan, the County can’t pick one of those projects.

Each project is at a pre-engineer level of identification. It hasn’t gone through pre-design. There may be issues that may prevent the project. The plan is the representation of several years of work with multiple public meetings. A website has been available since 2010, where they published everything produced. There has been ample opportunity for comment.
This is a working document. If the Council adopts the plan, they will always work on and amend the plan as new information comes forward. The plan creates a place to reference what is going on in Lake Samish. It was done on request of the community. They have support from the water district, which requested that this be done based on concerns of water quality. A comprehensive stormwater plan doesn’t deal with how many boats are on the lake. It’s non-regulatory. It’s a guide to improve and protect the lake’s water quality.

Brenner asked if none of the residents showed up to the meetings. Olason stated there were multiple meetings where staff reviewed all the material developed to establish the issues that created the plan. There was a final meeting where they went over the final plan. A lot of people came to the final meeting who hadn’t been at any of the other meetings. They were confused about the particulars of the plan, and thought the plan was a highway to a new fee. That’s what they’re hearing tonight. Ultimately, it’s a document that identifies the issues at Lake Samish. The plan is non-regulatory, and it can only address the private developed land. It can’t address any of the commercial forestry, which are under different rules. Their fees are exempt from stormwater fees. When developing the plan, they worked within the areas in which they have influence. The projects in the plan reflect those areas.

Mann stated these are the same people who said they weren’t contacted or consulted. He asked about the lack of communication with the these people. Olason stated he made himself available to these residents, and he doesn’t have a problem meeting with anyone. He didn’t set up any meetings. He wanted to meet with the people who had concerns. He didn’t want to have another general public meeting to start the process all over. There were emails back and forth with Dan Bult, but he didn’t respond back. If it was that big of a deal, people would have made time to meet with him. He’ll still meet with people. He doesn’t have a problem meeting with anyone, but part of the issue is the fear of a new fee. He doesn’t know if he can resolve that fear. They are looking to the Council and asking the Council not to do that. It’s more about the fee concerns than him meeting with people about the nuances of the plan.

Kremen stated this issue started back in 2012. There has been ample time to contact people. There was a significant downzone in that area some years ago, and the County did away with hundreds of lots in that watershed. The County has done some significant regulatory action to minimize the contamination and infiltration to protect the watershed. Much more needs to be done. The Council must do something. The issue is a fee. There’s no getting around it. Funding is required to take remedial action. The claim can’t be made that this snuck up on them. Staff has spent hundreds of hours trying to find a resolution to the issue.

Browne asked how much an imposed fee would be. Olasen stated it’s discussed in the plan. The fee depends on what work they decide to do and when. This program involves modest projects and a search for grant funds, all of which do not require an additional fee. If there is a desire to do more projects, a funding proposal for enhanced funding is required. That would be a separate action. The Birch Bay subzone residents pay $60 to $104 per year, not $800 per year. It is a sole water source for people around the lake, who don’t have other options.
Weimer stated he supports moving forward. It mimics efforts in Birch Bay. It doesn’t impose any fees. He asked when they would form an advisory committee. Olason stated it would be in the second phase. It will get people at the local level some input and ability to monitor what is going on.

Weimer stated this is a phased plan. The first step is to pass the plan and get on the list so they can start adding projects to the CWRIP plan and looking for potential funding, which doesn’t cost anything. If the community decides it wants to do work quicker, they can start looking at forming an advisory committee to steer that option and hire a consultant to figure out how that fee would be created. He’s sorry the communication hasn’t happened, but there’s no problem with passing phase one as long as they ensure that they include the residents more before taking any steps further. Initially people really wanted this plan. He moved to approve the resolution.

Brenner stated she is against the motion to approve the plan. Many Lake Samish residents showed up at the Council’s hearing. She expected a meeting to happen with the residents, but it didn’t happen. There could have been a communication problem. They don’t have to have another public hearing, but she would like staff to contact people and set something up. She would like a meeting to happen. There are plenty of things people can and should do on their property, which could be an incentive for lowering their fee. She asked if there is an incentive for Birch Bay residents to do low impact development in exchange for lowered fees. Olason stated that was scuttled when the national pollutant discharge and elimination system (NPDES) permit requirement was established.

Browne asked if it’s safe to say that Mr. Olason wouldn’t expect a fee to be greater than $150, not $800 or $1,500 like people fear. Olason stated most cities have a fee that is $60 to $100 per year. However, adopting this plan doesn’t impose a fee. That is a completely other process. It would come before the residents and the Council.

Browne stated that he invites the residents to inform the Council if the fees become more than that amount. Olason stated that some people here tonight may want to hear that adopting this plan does not add a fee. They can work out the details of the projects before the projects are done.

Crawford stated it’s clear that no fee is proposed in the plan. There are fee scenarios that depend on certain projects and when how soon those projects would get done. They are a long way from adopting any fees. It’s unrealistic to promise they are never going to charge any fees for this program, because there’s no point in having a program if they can’t anticipate any funding for it. Be careful not to say they will never fund it.

Kremen stated the public testimony regarding a $1,500 fee was in reference to the recent Bellingham school levy, which is exorbitant. People are concerned about fees in general. Because of recently approved levies, his annual property taxes increased will go up approximately $1,500 to $2,000 per year. He understands with the fear of more taxes. However, this issue does not specifically include fees. Also, it is a resolution, not an ordinance. It gives the County an opportunity to move forward and try to rectify, protect, and improve the water quality of Lake Samish. He supports the resolution. Someday there will be a requirement for some revenue generation to deal with the problem. Hopefully it will be equitable, cost-effective, and adequate to protect Lake Samish.
Mann stated he is against the motion to approve because of the lack of communication with the residents. The Council intentionally asked staff to talk to these residents with concerns. That should have happened. The plan is fine. To keep the faith with the community, staff must get together with the residents.

The carried by the following vote:

**Ayes:** Crawford, Browne, Buchanan and Kremen (5)

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

*(Clerk’s Note: The Council took a break from 9:37 p.m. to 9:44 p.m.)*

**OPEN SESSION**

*(9:44:54 PM)*

The following people spoke:

- Art Reynolds, American Cannabis Resources LLC, spoke about the proposed interim ordinance allowing marijuana production, processing, and retailing (AB2014-074B).

- John Lesow submitted and read from a handout *(on file)* and spoke about the request to waive the initiation fee for the Comprehensive Plan docket item to prohibit radio towers in the Point Roberts Special District (AB2014-098A).

- Abe Jacobsen submitted a handout *(on file)* and spoke on the resolution declaring the Council's intent to create a Water Action Plan (AB2014-067).

- Renee Cole spoke about the request to waive the initiation fee for the Comprehensive Plan docket item to prohibit radio towers in the Point Roberts Special District (AB2014-098A).

- Nancy Knapp, Ferndale Food Bank Board of Directors, spoke about the Council’s support to help them fight hunger in Whatcom County.

- Yoshi Revelle spoke about violence in the name of religion and money.

- Marilyn Flint spoke about State House Bill 1888 to allow growing industrial hemp.

- Jack Ingham spoke about the proposed interim ordinance allowing marijuana production, processing, and retailing (AB2014-074B).

- Bob Aegerter spoke on the resolution declaring the Council's intent to create a Water Action Plan (AB2014-067).

- Max Perry spoke about the WRIA 1 Watershed Planning Unit funding proposal (AB2014-118).
• Greg Brown submitted a handout \textit{(on file)} and spoke about the WRIA 1 Watershed Planning Unit funding proposal (AB2014-118), the resolution declaring the Council’s intent to create a Water Action Plan (AB2014-067), and the Lake Whatcom Reconveyance financing options (AB2014-103).

• Dymond Nikon spoke about a Comprehensive Plan text amendment to resort commercial district in the birch bay area.

• Karen Brown spoke about the WRIA 1 Watershed Planning Unit funding proposal (AB2014-118), the ordinance amending the 2014 Whatcom County Budget, eighth request, in the amount of $9,053,575 (AB2014-114), and the proposed interim ordinance allowing marijuana production, processing, and retailing (AB2014-074B).

• Kris Halterman spoke about the WRIA 1 Watershed Planning Unit funding proposal (AB2014-118) and the Lake Whatcom Reconveyance financing options (AB2014-103).

• Tom Armstrong from Sideways Green, submitted a handout \textit{(on file)} and spoke about the proposed interim ordinance allowing marijuana production, processing, and retailing (AB2014-074B).

• Tawni Burdick spoke about the proposed interim ordinance allowing marijuana production, processing, and retailing (AB2014-074B).

• Dochi Beldon spoke about the proposed interim ordinance allowing marijuana production, processing, and retailing (AB2014-074B).

• Henry Bierlink spoke about the WRIA 1 Watershed Planning Unit funding proposal (AB2014-118).

• Robin Dexter spoke on the resolution declaring the Council’s intent to create a Water Action Plan (AB2014-067).

• Ellen Baker spoke about the WRIA 1 Watershed Planning Unit funding proposal (AB2014-118).

• Perry Eskridge spoke about the WRIA 1 Watershed Planning Unit funding proposal (AB2014-118).

• Cheta Stremler, spoke about the proposed interim ordinance allowing marijuana production, processing, and retailing (AB2014-074B).

\textbf{CONSENT AGENDA}

\textit{(10:40:23 PM)}

\textit{Crawford} reported for the Finance and Administrative Services Committee and \textit{moved} to approval Consent Agenda items one through seven.
The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

1. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY (AS THEIR GRANT ADMINISTRATOR) AND JEFFERSON COUNTY TO FUND THE ADOPTION AND IMPLEMENTATION OF SPECIFIC POLICIES WITHIN JEFFERSON COUNTY RELATED TO SMOKE FREE VENUES, SCHOOL DISTRICT WELLNESS, AND SAFE ROUTES TO SCHOOL, IN AN AMOUNT NOT TO EXCEED $25,000 (AB2014-106)**

2. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY (AS THEIR GRANT ADMINISTRATOR) AND ISLAND COUNTY TO IMPROVE HEALTH OF ISLAND COUNTY COMMUNITIES, REDUCE CHRONIC DISEASES AND REDUCE HEALTH DISPARITIES IN ISLAND COUNTY, IN AN AMOUNT NOT TO EXCEED $35,000 (AB2014-107)**

3. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND NORTHWEST EDUCATIONAL SERVICE DISTRICT #189 FOR MENTAL HEALTH TREATMENT SERVICES, IN AN ESTIMATED AMOUNT OF $30,000 (AB2014-108)**

4. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND NEW WORLD SYSTEMS CORPORATION FOR CONTINUATION OF THE SOFTWARE MAINTENANCE FOR THE AEGIS PUBLIC SAFETY INTERFACE SOFTWARE, IN THE AMOUNT OF $60,150 (AB2014-109)**

5. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND SOLE SOURCE PROVIDER, BIRCH BAY CHAMBER OF COMMERCE, TO PROVIDE FUNDING FOR OPERATIONAL EXPENSES INCURRED IN THE PROMOTION OF TOURISM IN WHATCOM COUNTY, IN THE AMOUNT OF $32,500 (AB2014-110)**

6. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND THE CITY OF BELLINGHAM FOR MANAGEMENT AND OPERATION OF THE JOINT CITY-COUNTY AQUATIC INVASIVE SPECIES BOAT INSPECTION PROGRAM AT LAKE WHATCOM AND LAKE SAMISH, IN THE AMOUNT OF $70,000 (AB2014-075A)**

7. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND GEOENGINEERS FOR SILVER BEACH WATERSHED INFILTRATION MAPPING, IN THE AMOUNT OF $49,986.20 (AB2014-112)**
OTHER ITEMS

1. RESOLUTION DECLARING THE COUNCIL’S INTENT TO CREATE A WATER ACTION PLAN, SPELLING OUT THE VARIOUS WATER QUALITY, QUANTITY, AND HABITAT ISSUES TO ADDRESS IN THE 2015-2016 BUDGET DISCUSSIONS (AB2014-067) (10:40:50 PM)

   Buchanan reported for the Natural Resources Committee and moved to approve the resolution.

   Crawford stated he’s had concerns about the cost of this, but no one else seems to have that concern, so he will vote for the resolution, although his concerns are not alleviated. It’s appropriate to express his concerns during the 2015-2016 budget process.

   Weimer stated this resolution doesn’t create a plan. It gives the Council information to prioritize and hopefully fund the easy projects to take action this year during the budget discussion.

   Browne stated a report from the National Intelligence Council lists resource conflicts as the most likely source of conflicts over the next 25 years, with water being the most likely cause of those resource conflicts. This issue is very important.

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

OTHER BUSINESS

PRESENTATION OF A WRIA 1 WATERSHED PLANNING UNIT FUNDING PROPOSAL (AB2014-118)

(Clerk’s Note: Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

   Buchanan reported for the Natural Resources Committee and moved to approve an additional $20,000 in funding to continue Planning Unit efforts for six months, finalize the work plan, and develop an operating process within the group to make decisions more quickly.

   Crawford stated this is to come from the flood fund.

   Weimer stated he is against the motion. He supports the Planning Unit and hopes it will be an active participant in the water action plan. They really need a multi-stakeholder group. As a member of the Planning Unit for years, he’s seen how slowly they operate. The initiating governments and Department of Ecology won’t agree to fund it. A number of caucuses aren’t participating because of the inefficiency of the Planning Unit. He wants the Planning Unit to work, but none of the other more than 40 advisory committees in the community get money for facilitation. Staff can facilitate the Planning Unit to change the operating procedures so the Planning Unit can move forward on issues instead of endlessly...
talking about issues. As soon as they change the operating procedures, he will support
funding to continue moving forward.

Browne stated he supports the Planning Unit efforts. It needs better guidance from
the County Council. He would also like to see a change in the procedures and better
representation from the caucuses.

Brenner stated the Joint Board members have repeatedly tried to derail the Planning
Unit. There was total disrespect to begin with when the Planning Unit requested nominal
funding, and the Joint Board refused before the Planning Unit even started. The Council
was irritated with the Joint Board, which finally provided funding. There are many caucuses
and diverse entities. A caucus could try to derail the process by not showing up. The
Planning Unit must work to not need a facilitator, but they must change their procedures
first. She supports the motion.

Mann stated he supports the Planning Unit and wants it to succeed. He’s glad to see
Mr. Eskridge’s participation and proposal. He will support the $20,000. The Council must
do better in providing more guidance. The Council requested a work plan and budget. The
water action plan will also inform the Planning Unit on issues to work on. The stakeholders
are a diverse group. It may be difficult to get some of those stakeholders to have a
productive meeting, which may be why they need a facilitator for a time. They must have a
functioning Planning Unit.

Kremen stated the Planning Unit deserves enough money to continue to try to get
their voices heard, even though they aren’t unanimous. There is a wide spectrum of
ideologies. It’s the only forum for County government to adequately represent the people
they’re elected to represent on the Joint Board. He’s perturbed at the initiating
governments and Joint Board. He takes exception to the fact that the Joint Board can’t
come up with some kind of funding to give support to a very important part of the water
resources inventory area (WRIA) planning process. He supports the motion. Although he
prefers a staff person who could do it for much less, it’s not an option. The funding will give
county residents an opportunity to weigh in on this issue.

Jack Louws, County Executive, stated he supports funding for the Planning Unit and
suggested to the Planning Unit that they review and change their operating procedures to
make the committee more productive. If that’s done, other caucus members will become
more involved and engaged in the process. Staff will facilitate the first meeting in April.
Funding will be scheduled for introduction on April 8 and adoption on April 22. The Planning
Unit will be able to continue their work and report back before the Council must vote on the
$20,000 acquisition. He wants the Planning Unit to work for the future without spending a
lot of time and money going over the past. The Lower Nooksack Plan is in the
implementation stage, but they must augment data. He looks forward to working with the
Planning Unit to get that done. There are plenty of opinions in the community on both sides
of the Planning Unit. This gives the Planning Unit an opportunity and burden to be
successful.

Brenner stated the committee discussed a motion, which passed unanimously in
committee, to recommend to the full Council to make a recommendation to the Planning
Unit to use a system of majority rule and to allow the Planning Unit to produce a minority
report in addition to the majority position.
Browne suggested a friendly amendment to: 1. change the Planning Unit procedures to be more productive, 2. enlist 90 percent of total caucuses to participate, and 3. demonstrate how members represent their caucus constituents, which would be a work product to be produced before the money runs out.

Kremen stated he would not support the friendly amendment. The requirement for 90 percent participation gives an opportunity for ten percent of the caucuses to void the Planning Unit by not participating.

Browne stated he would accept a lower number.

Brenner stated she accepts the first and third item, but not a requirement for 90 percent to participate.

Buchanan did not accept the friendly amendment.

Browne moved to amend the motion to: 1. change the Planning Unit procedures to be more productive, 2. enlist 90 percent of total caucuses to participate, and 3. demonstrate how members represent their caucus constituents via a work product to be produced before the money runs out. He’s trying to make sure the Planning Unit produces a valuable product. If there isn’t enough caucus representation, it becomes irrelevant. Give the Planning Unit clear guidance about what they must do to be relevant and produce something of value.

(Clerk’s Note: The Council did not vote on this motion.)

Buchanan restated the motion for the Council and Board of Supervisors to request the administration to prepare a budget ordinance to approve an additional $20,000 from the flood fund to continue Planning Unit efforts for at least six months, finalize the work plan, and develop an operating process within the group to make decisions more quickly.

Louws stated respect the Planning Unit’s autonomy and ask them to look at their operating procedures, and have them come up with a better way of operating. Getting specific isn’t productive at this time. He expects they can take care of some of these things more efficiently. He supports Councilmember Buchanan’s motion.

Weimer stated it’s not correct for the Council to dictate operating procedures to the Planning Unit, because they have the ability to set their own procedures. Planning Unit members have heard this discussion. The language is mentioned in the motion.

Browne stated the Planning Unit members are volunteers, and he appreciates their effort. Make sure their work product is representative of the community so it has credibility. Also make sure the work product moves forward in a timely fashion.

Weimer stated he will vote for the motion because the Planning Unit has two more meetings before they vote to approve this money.

The motion carried by the following vote:
PRESENTATION REGARDING LAKE WHATCOM RECONVEYANCE FINANCING OPTIONS (AB2014-103)

Crawford reported for the Finance and Administrative Services Committee and moved that Council request the administration bring forward an ordinance to replace the $1.5 million from the conservation futures fund into the parks improvement fund to establish a fund for the future maintenance of park properties.

Mann stated he really wants to support the reconveyance property. He has a problem using this money from the conservation futures fund. The money is voter-approved and allocated for acquisition. They can use a percentage of the money for operations and maintenance. The $1.5 million was originally something to do with the coastal wetlands grant. There has also been a powerful push to acquire waterfront land. He'd like to see this $1.5 million used for acquisition and within the confines of the original grant requirements. Be true to the intent of the conservation futures fund.

Brenner submitted handouts (on file) and stated a memo went with the contract for Lily Point, which says that state grant funds would be used to reimburse the conservation futures fund.

Kremen stated that according to the State auditor, the County Council has the authority to vote to appropriate that money into a different fund.

Brenner stated she agrees, but it was supposed to be put in the conservation futures fund. It was not undesignated funds. If the Council wanted, it could have put the money somewhere else, but it would have disrespected the public vote. Just because the County can do something doesn't mean it should do something.

Weimer asked how much is in the conservation futures fund now, and how much will be left if they take out the $1.5 million.

Crawford stated there is $4.8 million, which leaves the County about $3.3 million.

Kremen stated the fund generates $1.185 million per year.

Browne read the State Auditor finding, which says they recommend the funds be placed in the conservation futures fund or obtain Council approval to maintain the funds in the parks improvement fund. Either option was fine.

Brenner stated this money was put in the park improvement fund without authority. The Council voted to put it back into the conservation futures fund. It may be legal, but it’s not ethical to move it back.

Crawford stated information received today from the Executive’s Office said the Council didn’t follow its own process for designating it for the parks improvement fund, and therefore needs this resolution. He asked if that’s the basis on which they're saying it’s okay to move the money. It seems the State auditor is not saying that it’s okay to move...
the money into the parks improvement fund, but is saying that the Council must follow its process and have a Council vote.

    Louws stated the State auditor recommendation says the County didn’t break any State law, and the County originating ordinance said the money would go into the conservation futures fund when it was reimbursed. That was not done. After much discussion, the State auditor said there isn’t a State requirement that the money be returned to the conservation futures fund, but the County ordinance says it would be returned to the conservation futures fund. The Council then decided to put it back into the conservation futures fund. It’s still unallocated funds, but he will use it as part of the dedicated fund unless directed otherwise. The decision now is whether the Council wants to move the money out of the conservation futures fund and into the park improvement fund, which allows operation of the reconveyance land.

    Crawford read the State auditor recommendation that the County comply with it’s adopted ordinance or have the Council vote to maintain the funds in the parks improvement fund. He asked if that’s a comment from the State auditor, or a legal statement that turns the money into undesignated monies. It doesn’t say they have reviewed whether the money can actually be in the parks improvement fund. It’s more about the process that the County did not follow.

    Kremen stated the recommendation is that if the Council had originally voted to put it in the parks improvement fund, it would have been fine, because they were undesignated funds. The Council voted to put the funds into the conservation futures fund. The State auditor said that if the Council wants to keep it in the parks improvement fund, then it must vote to do so.

    Crawford stated the recommendation is more ambiguous. He supports the funds being undesignated. He thought there would be direction that the State auditor checked into whether or not it’s okay to allow the funds to be undesignated.

    Kremen stated it’s up to the County Council whether the funds go into the parks improvement fund or the conservation futures fund. The Executive said the $1.5 million would be used for the reconveyed land. The parks improvement fund has a much broader spectrum of uses than just for the reconveyed land. If moved, he hopes the parks improvement fund will provide $23,000 out of the $1.5 million for the reconveyed land. In future years for more things related to the reconveyed land. It has many legal uses under the parks improvement fund. A very small portion only will be dedicated to the reconveyed land.

    Brenner stated everyone should read the ballot measure. The Council has the ability to move the money, but this was a voted on public ballot measure. She’s not saying they can’t legally move it. It disrespects the public process, which said it was dedicated and was only for certain things, and capital improvements was not one of them.

    Crawford stated that with the support of the former and current executives, the Council should move the money.

    Mann stated he agrees with Councilmember Brenner. The voters approved the tax for preserving parks and open spaces. That’s the purpose of the conservation futures fund.
There are many projects which the conservation futures fund can produce. He wants to fund the reconveyed land so it’s a beautiful park and natural area. This isn’t the way to do it.

The motion carried by the following vote:

**Ayes:** Crawford, Browne, Buchanan, Weimer and Kremen (5)

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

### OTHER ITEMS

1. **ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, SEVENTH REQUEST, IN THE AMOUNT OF $95,000 (AB2014-099) (11:26:14 PM)**

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

   Brenner stated the Council asked a year ago to get a staff person to work on transfers of development rights (TDRs) and purchases of development rights (PDRs). The staff person who fills this position should also work on TDRs and PDRs.

   Mark Personius, Planning and Development Services Department, stated he is interviewing applicants this week for the PDR Outreach Coordinator position.

   Mann asked who is designing the TDR program. Personius stated they applied for a grant last week to the Department of Ecology. The Council funded through this year the PDR Outreach Coordinator. It was initially to be tied to the reverse auction program, which staff is working on this year. There’s nothing to be done yet.

   Weimer asked if funding for this position will continue to be collected from a number of funds beyond this year.

   Jack Louws, County Executive, stated he will propose that the position be funded in 2015 and 2016 from some of these funds, and will memorialize the position in the Executive and Administrative Services budgets. He’s identified funding from the emergency medical services budget in the amount of $50,000 and also the jail fund. The position will work on the conditional use permit with the City of Ferndale related to the jail. The projects on which this staff person will work will be charged to the appropriate fund. Some of it will be general fund, but he’ll pull from other funds as much as possible.

   Brenner asked if this is work that Dewey Desler would do. Louws stated it’s a full-time position to be a special projects manager. Mr. Desler will continue to work on a part-time basis. They will put a full-time person in place to work alongside Mr. Desler for two years as a transition. It is a .5 full-time equivalent (FTE) position more than what was in place when he took office. Mr. Desler will remain at half-time capacity.

   Kremen asked the dollar amount, including benefits. Louws stated the cost is approximately $46,000 per year plus benefits in the amount of $25,000.
Kremen stated this position is another $95,000. That’s more than what Mr. Desler was making when he was Executive. The County Council has been operating on bare bones. He will support the request, because it will help the Executive do a better job, especially with the more challenging issues that are coming forward. The County Council has been without a dedicated staff legislative coordinator or policy analyst. The Office has tried to comply with the Executive’s request to pare down its already-bare bones budget. Adding an expensive FTE at this time is concerning.

Louws stated Mr. Desler made approximately $140,000 in salary and $25,000 in benefits. His proposal to add a special projects manager adds up to the same amount of $165,000.

Kremen stated the Council Office is down a staff person.

Louws stated that’s a discussion the Council can have. The County has taken on some huge projects in the last couple of years, including the administrative responsibilities of the emergency management system and a new jail. He must train new staff on the budget process alongside the existing staff. There are many natural resources issues coming forward, and he wants to work directly with the Council. This proposal is reasonable. All the money to fund this is from dedicated funds other than the general funds. There isn’t an impact to labor issues. Everyone in the organization feels stretched. This request is in the best interest of the county. It’s necessary to do a good job on these major projects.

Mann stated he sees the need but can’t support it at this time. The Council is facing these same issues, but it doesn’t have 800 staff. It has no one to help them on these issues. He can’t create the position outside the two-year budget process. The Council worked to establish an internal auditor position, but there wasn’t enough money to do it. The timing of this now is not good. With all the needs the Council has, they can’t do it now.

Browne stated he supports the request, because the cost of both the full-time and part-time staff equals the cost of the one previous full-time staff person. Mr. Desler has tremendous institutional knowledge. It’s important that there be a management transition. Leveraging the Executive’s time is valuable. He’s concerned that the future salary range of Mr. Desler’s ultimate replacement is comparable. Louws stated staff will be compensated to the level they earn. He hires the best people possible and is confident they will do a good job. When Mr. Desler leaves in two years, the new staff person may transition into a deputy administrator.

Weimer stated the transition plan makes sense, but he is concerned about doing this outside the budget process. Louws stated he mentioned he would bring this forward when they went through the 2014 budget amendments.

Brenner stated the Council is getting spoon-fed information. Some councilmembers don’t have time to do as much as others. The Executive already has a lobbyist, which the previous Executive didn’t have. They can’t compare the two. It should happen at budget time. They are losing the check-and-balance of the County government.

Kremen stated he will support the request reluctantly, because he wants to support the Executive. It’s important for the Council and Executive to work collaboratively so there
were no surprises during the budget process. His deputy administrator provided that connection between the legislative branch daily. That was the justification for eliminating the Council’s policy analyst position. Mr. Desler served that function. That doesn’t happen anymore. The Council needs a staff person dedicated to the councilmembers to understand what is happening or have someone from the Executive’s office who spends time and communicates with the councilmembers. Communication could be better.

Louws stated he agrees, which is why he wants support in the office. When he became Executive, Mr. Desler was gone. He took over the administration of the Administrative Services Department. He spends a tremendous amount of time on those divisions. Mr. Desler was willing to return half-time, but he needs someone available daily to get things done and do a good job of responding. The half-time and full-time positions will get them through transition at a cost equal to the previous administration using dedicated funds. The position will work on specific projects on which they didn’t have when he started. If this isn’t approved now, he will hire a full-time staff person by eliminating his part-time staff. He needs support.

The motion carried by the following vote:

Ayes: Crawford, Browne, Buchanan, Weimer and Kremen (5)
Nays: Brenner and Mann (2)

3. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE, ON BEHALF OF THE WCFCZD BOARD OF SUPERVISORS, TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND WATERSHED SCIENCE AND ENGINEERING FOR DEVELOPMENT OF THE HIGH CREEK MANAGEMENT PLAN IN THE AMOUNT OF $69,758 (AB2014-105) (11:53:43 PM)

(Clerk’s Note: Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

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

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

4. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND SHANNON AND WILSON, INC. FOR ADDITIONAL ENGINEERING AND TECHNICAL SUPPORT AND WRITING OF THE SYSTEM-WIDE IMPROVEMENT FRAMEWORK PLAN, IN THE AMOUNT OF $180,000, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $199,955 (AB2014-111) (11:54:30 PM)

(Clerk’s Note: Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Crawford reported for the Finance and Administrative Services Committee and moved to approve the request.
The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

5. **CONSIDERATION OF REQUEST TO WAIVE INITIATION FEE - FILE # PLN2014-00006, APPLICATION TO PROHIBIT RADIO TOWERS WITH SIGNAL STRENGTH OF GREATER THAN 1,500 WATTS IN THE POINT ROBERTS SPECIAL DISTRICT (AB2014-098A) (11:55:31 PM)**

**Brenner moved** to approve the request.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

Crawford asked if anyone looked into whether there are issues with gifts of public funds.  

Weimer stated waiving the fee is an option in the code.


**Crawford moved** to approve the resolution.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

**COMMITTEE REPORTS**

**PRESENTATION BY WHATCOM COUNTY PARKS AND RECREATION ON THE COMPREHENSIVE PARK AND RECREATION AND OPENS SPACE PLAN, FOLLOWED BY QUESTIONS AND ANSWERS (AB2014-119) (11:58:33 PM)**

Mann reported for the Planning and Development Committee. No action was required. He would like to work with the Parks Director and Planning Division Manager to figure out the next step to connect the two documents.

Crawford stated the Comprehensive Plan adopts by reference the updated Comprehensive Park and Recreation Open Space Plan. They could soften that language a bit. The concern is that it didn’t go through the same public process as the Comprehensive Plan.

Mann stated they talked about each plan referencing the other.

Brenner stated the park plan doesn’t go through much of a public process. The Planning Commission is more publicized than the Parks Commission.
Weimer stated the councilmembers don’t seem to be opposed to Councilmember Mann going forward.

Crawford stated the Growth Management Act (GMA) hasn’t worked well for the citizens of Washington State. He would like to remove as much as possible from the Comprehensive Plan. Disconnect as much as possible from the Comprehensive Plan. When something goes into the Comprehensive Plan, the County gets challenged, spends a lot of money defending it, and everything becomes controversial. He doesn’t want the Sheriff or Parks Director making decisions based on the Comprehensive Plan. He prefers for the Council to make the decision, rather than the Growth Management Hearings Board review every appeal that comes forward.

**DISCUSSION OF WRIA JOINT BOARD CONCERNS (AB2014-120)**

Brenner reported for the Public Works, Health, and Safety Committee and moved for the Council to recommend to the Planning Unit to use a system of majority rule and to allow the Planning Unit to produce a minority report in addition to the majority position. She will write a letter.

Browne stated he’s concerned about suggesting that the Planning Unit change procedures in a way that is in conflict with the Revised Code of Washington (RCW).

Brenner stated it’s a recommendation.

The motion carried by the following vote:

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

**INTRODUCTION ITEMS**

Brenner moved to accept the Introduction Items, including substitute information for items four and six and an additional item seven.

Mann withdrew item six.

The motion carried by the following vote:

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

1. **ORDINANCE AMENDING THE WHATCOM COUNTY CODE REGARDING LOT CLUSTERING STANDARDS IN THE RURAL (R) DISTRICT (AB2014-113)**

2. **ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, EIGHTH REQUEST, IN THE AMOUNT OF $9,053,575 (AB2014-114)**
3. RESOLUTION AMENDING THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT 2014 BUDGET, SECOND REQUEST, IN THE AMOUNT OF $42,700 (AB2014-115)

(Clerk’s Note: Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

4. RESOLUTION REGARDING AN APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICES GRANT (AB2014-116)

5. ORDINANCE AMENDING THE WHATCOM COUNTY UNIFIED FEE SCHEDULE ORDINANCE 2012-043 TO ACCOMMODATE CHANGES TO THE AQUATIC INVASIVE SPECIES WCC 2.27A (AB2014-117)

6. ORDINANCE ALLOWING, ON AN INTERIM BASIS, MARIJUANA PRODUCTION, PROCESSING AND RETAILING AS AUTHORIZED BY WASHINGTON STATE INITIATIVE 502 AND MEDICAL MARIJUANA FACILITIES AS AUTHORIZED UNDER CHAPTER 69.51A RCW (AB2014-074B)

Weimer referenced the top of page seven of the substitute Exhibit A and moved to amend, “(11) Processing of marijuana; provided that the facility processes at least 50 percent of the marijuana processed is produced in Whatcom County.”

Browne asked why they want that restriction.

Crawford stated it’s agricultural. The County requires this of any agriculture process. Make sure the operations occurring in the agricultural zone are not occurring because they’re bringing in products from elsewhere and the use becomes industrial, and not produced in Whatcom County.

Browne stated the motion to amend carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

Nays: None (0)

Brenner stated amend to allow exceptions to the setbacks under two conditions: 1. If there is a protective barrier that would disallow anyone within 300 feet from accessing the property, such as the freeway or creeks. There are 21 applicants who already pass. She asked if there is any way the County can allow them to proceed.

Karen Frakes, Prosecutor’s Office, stated there isn’t anything the Council can do tonight.

Mann stated they talk about how important certainty and predictability are for economic and business development. Although it’s important to get this right, the Council is violating that principle.

Browne stated there is a question about whether marijuana can be produced, but not processed, in certain districts. Processing is a minor but critical part of the operation and business model.
Mann stated the substitute version fixes that issue.

Brenner stated the second exception to setbacks is to allow someone closer than 300 feet if they get a no-protest agreement from the neighbor.

Weimer stated they need the exact language and where the language belongs in the ordinance before it can be introduced.

Mann asked why they did some setbacks from property lines and some setbacks from existing residences.

Tyler Schroeder, Planning and Development Services Department, stated the original staff discussion with the Sheriff and Health Department was that the setback would be from the property line to existing residences. When staff looked at the list of applicants to the State, it became apparent it was too large to allow marijuana operations to move forward, as discussed in a committee meeting. Setbacks in the county are measured by the property line or road right-of-way. There are other setbacks in the County code that are measured from that use, such as a manure lagoon. This ordinance for marijuana shows a setback from the marijuana facility, as defined to those existing residences.

Mann asked about vacant lots on which people may build a residence in the future.

Crawford stated the lot owner can still build, but the marijuana operation would be grandfathered.

Schroeder stated the setbacks are to make sure that there is a limit to how close this operation can locate to where an existing property owner lives. In the case of a property owner who hasn’t yet built, there wouldn’t be a 300-foot setback limit.

Browne asked if there is a setback from the property line. Schroeder stated the setback is from the marijuana facility. There are some 40-acre properties where marijuana operations are proposed in a very small area by the road. A house within 300 feet of a property line could still be 1,500 feet from the facility. A concern of staff is that if setback requirements are from the property line and become too large, the marijuana facilities would move into agriculture areas that might be used for actual commercial operations. If there isn’t a setback from a property line, they can be located closer to the road, and other commercial agricultural operations could continue.

Schroeder read Councilmember Brenner’s suggested language to include language in the setback requirements for natural protective barriers and for agreements written by property owners with existing residences within 300 feet of marijuana operations are as follows: .251(2)(b), “except if there is a natural protective barrier and an agreement written from the neighboring existing residence or residences within 300 feet, providing written notarized agreement waiving the 300-foot setback.” However, trying to interpret what is a natural protective barrier would be difficult.

**Brenner moved** to amend language in the following subsections of Whatcom County Code section 20.80: .251(2)(b), .251(4)(b), .252(1)(b), .253(1)(b), .253(2)(b), .253(4)(e), .253(5)(a), .253(6)(a), .255(6), .255(6), and .256(6). The language will say, “The minimum separation...shall be 300 feet unless the neighboring existing residence owners
within 300 feet provide a written, notarized agreement waiving the 300-foot setback; provided further than no more than....”

The motion to amend carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan and Weimer (6)

**Nays:** None (0)

**Abstains:** Kremen (1)

*Buchanan moved* to introduce as amended.

Crawford asked if the following language about eight residences follows. Personius stated it does.

Kremen asked if this ordinance would end the moratorium when adopted in two weeks. Schroeder stated it would.

The motion to accept the introduction item as amended carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

7. **ORDINANCE ESTABLISHING CHARGES/FEES FOR PROVIDING ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES IN WHATCOM COUNTY (AB2014-121)**

**OTHER BUSINESS**

**(12:27:27 AM)**

*Mann moved* to request the County Executive to direct staff to explore the purchase of park property in Birch Bay for the creation of a park and community center that would include evaluating a package of funding options and possibly even in the short term an appraisal of properties that are up there and available.

*Kremen suggested a friendly amendment* to also specify that the Executive move as soon as possible to appropriate up to $9,000 for an appraisal to tie up a specific piece of property.

*Mann accepted* the friendly amendment.

Crawford stated he has reservations. The Council has received no presentation from people who advocate for this. The first step is to get a presentation on the public record, so the public can observe and participate. According to recent survey results presented earlier today, small community parks are the lowest priority. The County has a parks planning process. He respects their desire to seize real estate opportunities, but a proposal hasn’t been brought forward to the Council on the record. He doesn’t know what this property or proposal is. There has been no public notice or public meeting. The Parks Director, Executive, and the administration must be involved and talk about how it fits within the
long-term parks planning process. The presentation about the Lummi Quarry is an example of presenting it in the right way.

Brenner stated they were all invited and received a packet of information, which is in the public record. Usually they discuss these things in executive session. This is more open than usual. This is an excellent park opportunity in a very dense area. It’s centrally located. It’s a location where all kinds of people can use the park.

Mann stated he’s asked around for the formal process, and there isn’t one. He doesn’t believe the process starts here. The Parks Director said there is no formal process, and the Council could make a request of the County Executive. He just wants to explore the option and start the public process. A formal process would be important if there were one.

Brenner stated the Planning Director told the people from Birch Bay to come to the Council to see if the Council is interested.

Kremen stated he was told the Executive told them to go to the Council to see if there is support. At the minimum, they can’t move forward until they find out if the property is available and, if so, the cost. There are other funding opportunities besides County funding. There’s great potential for a real asset for that community, which would be the fourth largest city in Whatcom County if incorporated and which has not received any economic development investment (EDI) funding.

Crawford stated his objection isn’t to a specific parks proposal, but to how this is being done. This is not urgent. The plan says the County will not add any neighborhood parks to its inventory.

Kremen stated this is a regional park. Birch Bay is a regional destination.

The motion carried by the following vote:

Ayes: Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)
Nays: None (0)
Abstains: Crawford (1)

REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS

There were no reports or other items from councilmembers.

ADJOURN

The meeting adjourned at 12:38 a.m. on Wednesday, March 12, 2014.

The Council approved these minutes on ____________, 2014.

ATTEST: 
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

<table>
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<tr>
<th>Dana Brown-Davis, Council Clerk</th>
<th>Carl Weimer, Council Chair</th>
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<td>Jill Nixon, Minutes Transcription</td>
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Whatcom County Council  
Special Surface Water Work Session  

March 18, 2014  

CALL TO ORDER  

Council Chair Carl Weimer called the meeting to order at 10:30 a.m. in the Civic Center Garden Level Conference Room, 322 Commercial Avenue, Bellingham, Washington.  

ROLL CALL  

Present: Barbara Brenner, Sam Crawford, Rud Browne, Barry Buchanan, Ken Mann, Pete Kremen and Carl Weimer  

Absent: None  

SURFACE WATER WORK SESSION (AB2014-024)  

1. PROGRAM UPDATES (CONTINUED FROM 1/21/14)  

Natural Resources  

Gary Stoyka, Public Works Department, submitted and read from a presentation (on file) and described projects that the natural resources staff are working on. Canyon Creek phase two is $1.5 million. The Council approved a contract for a consultant to work on the High Creek sediment management plan. Many of the salmon recovery projects also include a flooding component. The Lake Samish/Friday Creek project is paid for by the subzone.  

Brenner asked if the Conservation Corps crew is doing planting and whether the Nooksack Salmon Enhancement Association (NSEA) is involved.  

John Thompson, Public Works Department, stated the crew does planting at Canyon Creek. NSEA coordinates volunteer planting parties with the Whatcom Land Trust. The Conservation Corps crew does the majority of the planting.  

Stoyka continued the presentation on the shellfish protection districts and water quality.  

Brenner asked if they are working with people in the area on low impact development regarding shellfish protection and water quality. Stoyka stated this outreach is mostly focused on septic systems and livestock.  

Brenner stated homeowners aren’t given credit for installing special low impact toilets. They can’t educate people without them taking personal responsibility on what they do in their homes. Create incentives.  

Kremen asked if pets are a significant source of fecal coliform in the area. Stoyka stated they are in certain places. That’s part of outreach and education.
Brenner asked if outreach and education include information on planting native vegetation. Stoyka stated it does. The Conservation District does a lot of that work. Fecal coliform test results have risen in all three of the protection districts. Staff is trying to figure out how to improve what they’re doing.

Brenner asked if the latest water quality test results are flattening. Stoyka stated the last year or two has been flatter.

Browne asked how they find which areas are contributing to pollution and whether there are increases in certain areas or overall. He asked what is the cost of installing and operating a monitoring station. Stoyka stated they monitor different stream regions. Testing can be limited by lack of public access. Different watersheds are increasing in different ways. The increases at the lower Nooksack River are more widespread. Some drainages in Drayton Harbor are not as bad as other drainages. Monitoring stations are just where they go to take samples.

Brenner asked if they are setting up pet waste stations. Stoyka stated he believes they are. He continued the presentation beginning with the Puget Sound Partnership (PSP) lead integrating organization (LIO) action agenda update and including the Marine Resources Committee, solid waste, the Noxious Weed Control Board, and watershed planning.

Brenner asked for a list of everything British Petroleum (BP) contributes in the area. Also, add wild clematis to the invasive species plant list. It kills trees.

Stoyka stated he will begin to provide Planning Unit and Joint Board updates at the beginning of these surface water work session meetings.

Kremen stated he appreciates Councilmember Weimer’s water action plan. People don’t realize how much water planning the County does.

### 2. SWIFT CREEK STATUS

Paula Cooper, Public Works Department, showed photos of the area. Recent storms have awakened the creek, and it is delivering a large amount of sediment.

Weimer asked if it is over the road. Cooper stated it is close, within inches. She continued to describe the problem, past work done on the levee, the proposal for rebuilding the levee and stockpile what they can. The proposal is still taking shape with a preliminary cost estimate of about $500,000.

Crawford asked if the County is allowed to touch Swift Creek and do this project. Cooper stated there was money they have been stockpiling material on two places. They’re not proposing to take material to anywhere other than those two places, which keeps the project within the scale and framework of what the County has been doing. There may be some potential funding from the Environmental Protection Agency (EPA) to remove material from one of the properties. They really need to address this problem this year.
Weimer stated there have been ongoing discussions among the County, the EPA and
the State Department of Ecology on a liability agreement.

Browne asked the status of the tri-party agreement.

Kremen stated the three jurisdictions are working together to develop agreements
and potential funding. He and Executive Louws recently met with several federal legislators
about the possibility of getting federal funding next year.

Cooper stated staff are trying to design the minimum required project that will get
them through to the time when other funding may be available.

Weimer asked if the slide has been active this year. Cooper stated she hasn’t been
to the area, but she’s sure the slide is active.

Browne referenced a second slide at Dale Creek. Cooper stated there have been
sedimentation issues at some of the bridges.

3. SYRE PROPERTY EROSION – STAFF REPORT FROM FLOOD CONTROL ZONE
DISTRICT ADVISORY COMMITTEE DISCUSSION

Paula Cooper, Public Works Department, gave a presentation regarding the Syre
Property alternatives. The Advisory Committee voted on moving the project forward with
either the log revetment or a new option for a passive large woody debris structure. There
are some Advisory Committee bylaw conflicts, so an actual recommendation isn’t unclear.
At this point, seven members voted for it, two voted against it, and one abstained.

Browne reported on the Flood Control Zone District Advisory Committee meeting
discussion. They want to make a more informed decision based on what all the priorities
are.

Cooper described the new passive large woody debris structure option, which is the
best option for construction this year and is the lowest cost alternative. No design has been
created yet, but the cost will be significantly less than the other project options. The
project is not in the river, and Corps permits are not required.

Crawford asked if they would do the project with in-house staff. Cooper stated they
sometimes use in-house staff, but they can’t with the existing work plan. It will be a
challenge to make that happen this year. The Advisory Committee will look at the entire
work plan next month, and something will have to be delayed. It’s possible that work in
Deming will stop to allow them to add this to the work plan.

Crawford asked if the Lummi Tribe compensated the County for the delay on the
Deming levee project. Cooper stated she is following up on that.

Browne asked if they can use materials on this project that weren’t recruited into the
river from another debris structure. Cooper stated they could, but it may not be less
expensive. They haven’t gone through the design process yet. It depends on the haul
distance, and the Syre property is close to a quarry.
Gary Goodall, Public Works Department, stated the wood material is now ten years old and not worthwhile to use.

Cooper stated this is technically in the floodway of the Nooksack River and creates another permitting issue.

Weimer asked which alternative can be done this year. Cooper stated the only project they can do is the new passive woody debris project.

Weimer asked whether this project or the Deming levee project is a higher priority. Cooper stated priority is the Council’s decision. The Advisory Committee hasn’t had that discussion yet.

Jeff De Jong, Flood Control Zone District Advisory Committee member, stated the Advisory Committee did not have all the facts about how this project rates against all the other projects in the county. If they are going to move something like this forward, they need more background information on staff workload. Making a recommendation outside the context of all the projects would be an emotional vote. The Advisory Committee wants to provide an informed recommendation.

Weimer asked what staff’s recommendation would be. The Council doesn’t have the information needed to prioritize. Cooper stated she will work on all the projects and determine how much staff time each one requires. She will take that information to the Advisory Committee next month, and they can help sort through the work plan.

Weimer asked if they still have time to do the passive woody debris project if they wait until next month. Goodall stated it will be a late season construction in October or November.

Kremen asked the cost differentials between this project, Jones Creek, and the Deming levee. Cooper stated Deming is about $2 million. Jones Creek involves road and bridge work, and will be very expensive. Swift Creek will cost about $500,000.

Browne stated he appreciates the Advisory Committee volunteer members.

Mann asked what happens if they do nothing in the next year or two. He asked how much time they’ll have before Highway 9, Lawrence Road, or the railroad is impacted from this river migration. Cooper stated they don’t know that. It could be never or it could happen in one big flood. The consultants don’t feel that Highway 9 is at immediate risk.

Browne stated Highway 9 and the railroad are the responsibility of their respective agencies. He cautions against assuming the responsibility for protecting assets that are under someone else’s jurisdiction.

Brenner stated Whatcom County residents live in the area, despite who has jurisdiction.

Browne stated those jurisdictions have funding to protect those assets.

Weimer asked if this is just an update. Cooper stated it is.
John Mayberry asked how much closer to the road the migration has gotten in the past year. It seems to be about 200 feet. There is another 500 feet before it gets to the road and the house. There haven’t been big water events.

De Jong stated the Advisory Committee would like to find a clear path to fix problems when they’re small. Fifteen years ago they could have plugged this thing for virtually nothing. Be able to identify a project and not have so many hurdles stand in the way.

Cooper stated this is a good thing to remember as they discuss level of service.

Crawford stated they have done preventative projects all up and down the river and those projects are holding up. The County will never have a perfect prioritization system. It’s always going to be like this.

De Jong stated they need to stand up to the Department of Fish and Wildlife, who was a problem from the start.

Kremen stated the County has obstacles to getting things done that make sense. Had the Department of Fish and Wildlife not turned down the project years ago, it could have saved money and the land that has since eroded away.

Browne stated this property is in the natural meander zone of the river. A question is what is the most cost effective within that zone and outside the zone.

Brenner stated they also must consider which assets could be affected. If the State doesn’t do work that it should do, someone’s got to protect those assets for the county residents.

Crawford stated that the State likely won’t defend Highway 9, but may condemn property to the north and east and relocate the road.

Weimer stated he’s interested in hearing what the Advisory Committee will recommend after its next meeting. They must also consider the limited number of staff positions.

OTHER BUSINESS

Kremen stated they need to discuss the Flood Control Zone District Advisory Committee conflicting bylaws. There are two perpetually vacant positions plus 13 voting members. On any voting body, one member shouldn’t have more influence by not showing up. The bylaws must allow a total of 13 voting members, not 15.

Cooper described the history of the bylaws for the Advisory Committee. Make the bylaws and Title 100 consistent so she knows what constitutes an official recommendation.

Weimer asked if they have communicated with the Tribes at all. Cooper stated the Nooksack Tribe sent someone for a little while, but no longer.
Brenner stated require a majority in attendance to have any vote, and a majority of those people to approve a vote.

Kremen stated change the definition of the number of voting members. The majority would be of the total of the voting positions that are filled.

Cooper stated she suggests changing the bylaws to match Title 100.

Jeff De Jong, Flood Control Zone District Advisory Committee member, stated the Board of Supervisors would want an Advisory Committee recommendation that is overwhelmingly recommended. He asked if it’s possible to establish a percentage of the members present at the meeting. Getting all 13 members at one meeting is rare.

Kremen stated establish a majority of the filled positions to pass any vote. Cooper stated they would always need seven members. If the Tribes come to the table and fill the other two positions, the total would be eight. That’s what Title 100 says. There has to be a quorum of seven members to do anything.

Kremen stated that if there are 13 filled positions, and only a majority of seven members show up at a meeting to create a quorum, all seven members would have to vote in favor to approve a motion. Cooper stated the language in Title 100 will do that.

**The Council concurred.**

Crawford asked if it is a problem to get people to attend the meetings and if certain members aren’t attending much.

De Jong stated the absences are revolving.

**ADJOURN**

The meeting adjourned at 11:50 a.m.

The Council approved these minutes on ________________, 2014.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Committee Of The Whole
March 25, 2014

CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 6:02 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Sam Crawford, Rud Browne, Barry Buchanan, Ken Mann, Pete Kremen and Carl Weimer
Absent: None

COMMITTEE DISCUSSION

1. DISCUSSION WITH CHIEF CIVIL DEPUTY PROSECUTOR DANIEL GIBSON REGARDING PENDING LITIGATION, QUARRES V. WHATCOM COUNTY (AB2014-018)
   Attorney Present: Daniel Gibson

2. DISCUSSION WITH SENIOR DEPUTY PROSECUTOR KAREN FRAKES REGARDING PENDING LITIGATION BEFORE THE GROWTH MANAGEMENT HEARINGS BOARD (GMHB) AND PENDING JUDICIAL APPEALS FROM GMHB DECISIONS (AB2014-018)
   Attorney Present: Karen Frakes

   Weimer stated that discussion of agenda items one and two may take place in executive session pursuant to RCW42.30.140 (1)(i). Executive session will conclude no later than 7:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

   Buchanan moved to go into executive session until no later than 7:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair.

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

OTHER BUSINESS

ADJOURN

The meeting adjourned at 7:00 p.m.
The Council approved these minutes on ______ 2014.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair

Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES
Originator:
Nick Smith
Division Head:
Tyler Schroeder
Dept. Head:
Sam Ryan
Prosecutor:
Karen Frakes
Purchasing/Budget:

Agenda Date
Assigned to:
4/8/2014
SCOTW

3/28/2014

EXECUTIVE:
Jack Lown

3/31/14

4/8/2014
Introduction

4/22/14
Hearing

TITLE OF DOCUMENT:
Interim Ordinance allowing marijuana production, processing and retailing as authorized by Washington State Initiative 502 and medical marijuana facilities as authorized under Chapter 69.51A RCW, replacing the Interim Ordinance 2014-018 adopted March 25, 2014.

ATTACHMENTS:
1. Cover Memorandum
2. Interim Ordinance
3. Related Article

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

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

Interim Ordinance allowing marijuana production, processing and retailing as authorized by Washington State Initiative 502 and medical marijuana facilities as authorized under Chapter 69.51A RCW, replacing the Interim Ordinance 2014-018 adopted March 25, 2014.

COMMITTEE ACTION:
4/08/2014: Committee amended and recommended approval of the version in the packet. Staff will prepare an ordinance for introduction tonight.

COUNCIL ACTION:
4/08/2014: Substitute Introduced

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
ORDINANCE NO. 2014-

INTERIM ORDINANCE ALLOWING MARIJUANA PRODUCTION, PROCESSING AND RETAILING AS AUTHORIZED BY WASHINGTON STATE INITIATIVE 502 AND MEDICAL MARIJUANA FACILITIES AS AUTHORIZED UNDER CHAPTER 69.51A RCW

WHEREAS, on November 6, 2012, Initiative 502 was passed by the voters of the State of Washington, thereby amending Chapter 69.50 RCW and providing the regulatory framework for marijuana producers, processors, and retailers to become licensed by the Washington State Liquor Control Board ("WSLCB"); and

WHEREAS, on November 16, 2013, the WSLCB adopted final marijuana licensing rules as codified in Chapter 314-55 WAC; and

WHEREAS, during the period between November 18, 2013 and December 20, 2013, the WSLCB accepted marijuana license applications for marijuana production, processing and retail facilities; and

WHEREAS, Whatcom County began receiving notifications of proposed marijuana facilities from the WSLCB in mid-December, 2013; and

WHEREAS, the WSLCB anticipates issuing marijuana producer, processor, and retail licenses to qualified applicants starting in late February or March, 2014; and

WHEREAS, in 2011, the Washington State Legislature passed ESSSB 5073, codified in Chapter 69.51A RCW, which provides that qualifying patients or their designated care providers may create and participate in collective gardens to produce, process, transport, and deliver marijuana for medical use; and

WHEREAS, marijuana facilities, whether under Chapter 69.51A RCW or Initiative 502, are currently not specifically addressed in Whatcom County Code; and

WHEREAS, on September 28, 2013, Whatcom County Planning and Development Services adopted Zoning Interpretation Policy: PL1-73-003Z which determined that marijuana proposed uses, as allowed by Initiative 502, would be regulated in the same way as proposed uses related to any other commodity that is grown, processed, or sold in Whatcom County; and
WHEREAS, on January 16, 2014, the Washington State Attorney General issued an opinion stating that Initiative 502 does not preempt counties from banning or placing additional regulatory requirements on marijuana related businesses within their jurisdictions; and

WHEREAS, on February 11, 2014, the Whatcom County Council adopted Ordinance 2014-011, an emergency ordinance imposing a moratorium on the acceptance of all building and/or land use applications that pertain to marijuana producers, processors, retailers, and collective gardens; and

WHEREAS, on March 25, 2014, the Whatcom County Council adopted Ordinance 2014-018, an interim ordinance removing the moratorium and enacting interim regulations pertaining to marijuana producers, processors, retailers, and collective gardens; and

WHEREAS, Whatcom County intends to consider the adoption of permanent regulatory requirements specifically for marijuana related businesses; and

WHEREAS, while the permanent ordinance is being processed, the County Council is adopting this interim ordinance regulating marijuana related businesses and, in support of this interim ordinance, the Council makes the following findings as required by RCW 36.70.795:

1. Marijuana related operations are vulnerable to robbery and crimes of violence, as evidenced by the actual robberies and violence that have occurred at state legal marijuana medical sites within Whatcom County and elsewhere. The current requirements for locating a proposed marijuana facility do not specifically address the potential risks that these operations pose for surrounding residences, including those residences within isolated communities with limited police protection; and

2. The adoption of this interim ordinance would provide protection to communities and residential uses surrounding marijuana related businesses, as well as provide WSLCB applicants the opportunity to apply for building and/or land use permits; and

3. It is necessary to have this interim ordinance in place in order to prevent future applications for marijuana producers, processors, retailers and collective gardens from vesting under current law and thus subverting the purpose of additional regulations to protect the public.

WHEREAS, in accordance with RCW 36.70A.106 Whatcom County Planning and Development Services notified the Department of Commerce of the proposed interim zoning amendment; and
WHEREAS, this ordinance shall be effective for not longer than six months following its effective date, but may be renewed for one or more six month periods if subsequent public hearings are held and findings of fact are made prior to each renewal.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Zoning Code is hereby amended, on an interim basis, as shown in Exhibit A.

BE IT FURTHER ORDAINED that this ordinance shall be effective for not longer than six months following its effective date.

BE IT FINALLY ORDAINED that if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

ADOPTED this ___ day of ________________, 2014.

ATTEST:

__________________________
Dana Brown-Davis, County Clerk

APPROVED AS TO FORM:

__________________________
Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

__________________________
Carl Weimer, Council Chair

( ) Approved ( ) Denied

__________________________
Jack Louws, County Executive
Date: ________________
EXHIBIT A

Chapter 20.32 Rural Residential (RR) District

. . . . .

20.32.050 Permitted uses.

. . . . .

.058 Marijuana production, provided the following criteria are met:

(1) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(3) The facility shall not exceed a total of 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance.

(4) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.

(5) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(6) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(7) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

. . . . .

20.32.130 Administrative approval uses.

. . . . .
The processing of marijuana, provided the following criteria are met:

(1) The facility is accessory to the on-site production of marijuana.
(2) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.
(3) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility.
(4) The facility employs no more than 10 permanent employees.
(5) The total area used for marijuana processing and production shall not exceed 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance.
(6) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.
(7) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.
(8) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.
(9) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

Chapter 20.34 Rural Residential - Island (RRI) District

20.34.050 Permitted uses.

.060 Marijuana production, provided the following criteria are met:
(1) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(3) The facility shall not exceed a total of 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance.

(4) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.

(5) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(6) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(7) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

... .

20.34.130 Administrative approval uses.

... .

.136 The processing of marijuana, provided the following criteria are met:

(1) The facility is accessory to the on-site production of marijuana.

(2) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.
(3) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility.

(4) The facility employs no more than 10 permanent employees.

(5) The total area used for marijuana processing and production shall not exceed 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance.

(6) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.

(7) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(8) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(9) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

Chapter 20.36 Rural (R) District

20.36.050 Permitted uses.

.062 Marijuana production, provided the following criteria are met:

(1) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if
the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(3) On parcels smaller than 4.5 acres the facility shall not exceed a total of 2,000 square feet, except where the facility is contained within a building that existed on the effective date of this ordinance.

(4) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.

(5) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(6) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(7) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

.

20.36.130 Administrative approval uses.

.

.137 The processing of marijuana, provided the following criteria are met:

(1) The facility is accessory to the on-site production of marijuana.
(2) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.
(3) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility.
(4) The facility employs no more than 10 permanent employees.
(5) On parcels smaller than 4.5 acres the total area used for marijuana processing and production shall not exceed 2,000 square feet, except
where the facility is contained within a building that existed on the effective date of this ordinance.

(6) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.

(7) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(8) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(9) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

Chapter 20.40 Agriculture (AG) District

20.40.050 Permitted uses.

.059 Marijuana production, provided the following criteria are met:

(1) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.
(3) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.

(4) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(5) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(6) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

.....

20.40.100 Accessory uses.

.....

.115 The processing of marijuana, provided the following criteria are met:

(1) The facility is accessory to the on-site production of marijuana.

(2) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

(3) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(4) The facility employs no more than 20 permanent employees.

(5) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.

(6) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.
(7) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(8) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.

Chapter 20.42 Rural Forestry (RF) District

20.42.050 Permitted uses.

.070 Marijuana production, provided the following criteria are met:

(1) The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.

(2) The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

(3) No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.

(4) Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.

(5) No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.

(6) Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least
one additional space shall be provided for each nonresident on-site employee.

20.42.100 Accessory uses.

.106 The processing of marijuana, provided the following criteria are met:

1. The facility is accessory to the on-site production of marijuana.
2. The facility shall not be located within 1,000 feet of a community center. The distance to a community center shall be measured along the most direct route over or across established public walks, streets, or other public passageways between the proposed facility and the nearest property line of a parcel on which a community center is located.
3. The facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The zoning administrator may waive this spacing requirement if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.
4. The facility employs no more than 20 permanent employees.
5. No odor or smoke shall be emitted that is detectable at or beyond the walls of the facility, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of neighboring uses.
6. Any lights used to illuminate the facility shall be so arranged as to direct the light away from the adjoining property and the public road.
7. No traffic shall be generated by such a facility in greater volume than would normally be expected in the applicable zoning district and appropriate for the road classification which serves the property.
8. Any need for parking generated by the conduct of such a facility shall meet the off-street parking requirements as specified in this title. At least one additional space shall be provided for each nonresident on-site employee.
20.51.200 Prohibited uses.

In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited, except as per Chapter 20.83 WCC:

.102 Marijuana production or processing.

Chapter 20.59 Rural General Commercial (RGC) District

20.59.050 Permitted uses.

.051 Retail and office type uses.

(4) Retail establishments including but not limited to grocery, liquor, drug, sundries, variety, building supplies, clothing, florist, nurseries, optical, sporting goods, appliance, music, pet stores and marijuana retail.

Chapter 20.60 Neighborhood Commercial Center (NC) District

20.60.050 Permitted uses.

.051 Retail and office type uses.

(7) Marijuana retail, not greater than 2,500 square feet.
(8) Other convenience retail shops not greater than 2,500 square feet per shop.
(9) Professional offices not greater than 2,500 square feet per business.
Chapter 20.61 Small Town Commercial (STC) District

20.61.050 Permitted uses.

.051 Retail and office type uses.

(4) Retail establishments with less than 2,500 square feet of retail floor area per establishment, including but not limited to liquor, drug, sundries, variety, clothing, florist, optical, sporting goods, appliance, craft, music, pet stores and marijuana retail.

Chapter 20.62 General Commercial (GC) District

20.62.050 Permitted uses.

.059 Retail establishments including but not limited to grocery, liquor, drug, sundries, variety, building supplies, clothing, florist, nurseries, optical, sporting goods, appliance, music, pet stores and marijuana retail.

Chapter 20.64 Resort Commercial (RC) District

20.62.050 Permitted uses.

.059 Retail establishments including but not limited to grocery, liquor, drug, sundries, variety, building supplies, clothing, florist, nurseries, optical, sporting goods, appliance, music, pet stores and marijuana retail.
Chapter 20.66 Light Impact Industrial (LII) District

20.66.050 Permitted uses.

.087 Marijuana production or processing.

20.66.700 Performance standards.

.709 Marijuana Odor
Within an industrial park no odor or smoke shall be emitted that is detectable at or beyond the walls of the building where said use is located, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of other users within the park.

Chapter 20.68 Heavy Impact Industrial (HII) District

20.68.050 Permitted uses.

.066 Marijuana production or processing.

Chapter 20.69 Rural Industrial Manufacturing (RIM) District

20.69.050 Permitted uses.
.053 Agriculture type uses.

Uses related to agriculture including, but not limited to:

(10) Marijuana production.

(11) Processing of marijuana.

20.69.700 Performance standards.

.708 Marijuana Odor

Within an industrial park no odor or smoke shall be emitted that is detectable, at or beyond the walls of the building where said use is located, in such a concentration or of such duration as to cause a public nuisance, or threaten health or safety, or to unreasonably infringe upon the use and enjoyment of other users within the industrial park.

Chapter 20.71 Water Resource Protection Overlay District

20.71.200 Prohibited uses.

In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited, except as per Chapter 20.83 WCC:

.222 Marijuana production.

Chapter 20.80 Supplementary Requirements
20.80.690 Marijuana State License Required.

Prior to commencing operations, a marijuana producer, processor, or retailer shall obtain approval as a state-licensed marijuana producer, processor, or retailer under Chapter 69.50 RCW, as amended, and Chapter 314-55 WAC, as amended.

20.80.695 Application for County Development Permits - Timing.

Applicants for marijuana production, processing, or retailing may apply for county development permits at any time. Applicants who wish to apply for county permits, or commence construction of facilities for producing, processing, or retailing of marijuana under chapter 69.50 RCW, prior to obtaining approval as a state-licensed marijuana producer, processor or retailer do so at their own risk. Final occupancy of the building will not be granted until a state liquor control board license has been approved.

20.97 Definitions.

20.97.225 Marijuana, marihuana or cannabis.

"Marijuana," "marihuana" or "cannabis" means all parts of the plant cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

20.97.226 Marijuana processing.

"Marijuana processing" means a facility licensed by the state liquor control board to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers. A marijuana processing facility shall include any building that is associated with the processing of marijuana.

20.97.227 Marijuana production.
"Marijuana production" means a facility licensed by the state liquor control board to produce and sell marijuana at wholesale to marijuana processors. The area of a marijuana production facility includes all the area enclosed within a building or fence that is required by the state liquor control board for the production of marijuana.

20.97.228 Marijuana retail.

"Marijuana retail" means a facility licensed by the state liquor control board to sell useable marijuana and marijuana-infused products in a retail outlet. A marijuana retail facility shall include any building that is associated with the sale of marijuana.

20.97.229 Marina.

20.97.230 May.
**CLEARANCES**

<table>
<thead>
<tr>
<th>Originator</th>
<th>County Cou</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to</th>
</tr>
</thead>
</table>

**Division Head:**

**Dept. Head:**

**Prosecutor:**

**Purchasing/Budget:**

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<tr>
<th>Executive</th>
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**TITLE OF DOCUMENT:**
Appointment to Lummi Island Ferry Advisory Committee

**ATTACHMENTS:**
Current member list and application(s)

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
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<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date:</td>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Due to Josh Zender's resignation, there is one vacancy on the Lummi Island Ferry Advisory Committee. The position does not need to be filled by an Island resident/property owner.

**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.
Lummi Island Ferry Advisory Committee

Membership: 7 Members, at least 4 but no more than 5 are residents or property owners on Lummi Island. The remainder (2 or 3) are County residents who don’t live on and don’t own property on Lummi Island

Purpose: The Lummi Island Ferry Advisory Committee provides review and recommendations to the Whatcom County Council and Executive on issues that affect the ongoing operations and infrastructure of ferry service to Lummi Island. The committee also provides a forum for those who depend upon Lummi Island ferry service to voice their ideas and concerns about the ferry service.

Enabling Statute(s): Ordinance 2012-005, WCC 2.145

Term Information: 3 year terms, 2 term limit, 1 year separation required. (Initial Appointments: 3 positions are for 2-year terms and 4 positions are for 3-year terms)

Meeting Information: Committee meets at least quarterly.

Staff Contact: None. Group email is LIFAC7@gmail.com, or contact Committee Chair.

<table>
<thead>
<tr>
<th>Position #</th>
<th>Name</th>
<th>Term Information</th>
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<tbody>
<tr>
<td>1</td>
<td>Robert T. Busch</td>
<td>3-year term expires 1/31/2016</td>
</tr>
<tr>
<td>(Islander)</td>
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<tr>
<td>2</td>
<td>Michael McKenzie</td>
<td>3-year term expires 1/31/2016</td>
</tr>
<tr>
<td>(Islander)</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Charles H. Antholt</td>
<td>2-year term expires 1/31/2015</td>
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<tr>
<td>(Islander)</td>
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</tr>
<tr>
<td>4</td>
<td>Stirrat (Stu) H. Clark</td>
<td>2-year term expires 1/31/2015</td>
</tr>
<tr>
<td>(Islander)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Crispin H. Colburn</td>
<td>2-year term expires 1/31/2015</td>
</tr>
<tr>
<td>(Islander/County)</td>
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<td></td>
</tr>
<tr>
<td>6</td>
<td>Vacant</td>
<td>Partial term expires 1/31/2016</td>
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<td>(County)</td>
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<tr>
<td>7</td>
<td>Greg Brown</td>
<td>3-year term expires 1/31/2016</td>
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<td>(County)</td>
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Updated: 2/7/2013
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Jim Dickinson
Street Address: 2044 West Shore Drive
City: Lummi Island, WA
Date: 4/04/2014
Zip Code: 98262

Mailing Address (if different from street address):

Day Telephone: 360-758-7701 Evening Telephone: Cell Phone: 360-296-3940
E-mail address: audidancer@ hotmail.com

1. Name of board or committee—please see reverse: Lummi Island Ferry Advisory Committee

2. You must specify which position you are applying for. Please refer to vacancy list.

   Lummi Island resident/property owner

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.)

   (x) yes ( ) no

4. Which Council district do you live in?

   Lummi

   ( ) One ( ) Two ( ) Three

5. Are you a US citizen?

   (x) yes ( ) no

6. Are you registered to vote in Whatcom County?

   (x) yes ( ) no

7. Have you ever been a member of this Board/Commission?

   If yes, dates: Lummi Island Ferry Task Force 2011

   (x) yes ( ) no

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

   If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   — Occupation: Audio Engineer (Owner, Pioneer Sound, president Economic Dev. President Lummi Island Land Co.)

   — Graduate, Ferndale High School — WWU Majoring in Engineering

   — Multiple community involvements — Former member of Ferry Task Force

   See Attached Ferry resume

   Interested in improving, maintaining, reliable ferry service to Lummi Island

10. Please describe why you’re interested in serving on this board or commission:

   See Attached Ferry resume

   References (please include daytime telephone number):


   Signature of applicant:

THIS IS A PUBLIC DOCUMENT! As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
Jim Dickinson
Ferry-related Resume
April 4, 2014

Personal Qualifications

1. Passenger and observer, for 63 years, of the Chief Kwina, Acorn, and Whatcom Chief ferries and various dry-dock and emergency passenger vessels.

2. Lifelong Lummi Island resident and property owner.

3. Student at Vehicle Research Institute, Western Washington University.

Civic Contributions

4. Member of previous, very successful Lummi Island Ferry Task Force.

5. Member of Protect Lummi Island Community (PLIC)

6. Chair of recently formed PLIC Ferry Vessel Replacement Committee.

7. Member of Lummi Island Community Association.

8. Have 50-year on-going interest and involvement in Lummi Island and County issues.
   a. Often Testify at County Council Hearings
   b. Former Director of Lummi Island Community Club
   c. Mother was long-time President of former Lummi Island Township
   d. Father was one of the founding Directors of Lummi Island Community Club, now Lummi Island Community Association.

Professional Qualifications

9. Currently Visiting Mentor at WWU’s Vehicle Research Institute re: Internal Combustion Engines; Diesel, Gasoline, Natural Gas, and Hydraulic systems.

10. Captain/Operator of commercial fishing vessels and cannery tenders for 50 years.

11. President of Lummi Island Land Co., estb. 1912, the largest private land owner on Lummi Island. Company specializes in Property Leases, and Agriculture.
Jim Dickinson, Ferry-Related Resume

Professional Associations

12. US Ferry systems:
   a. Skagit County Ferry
   b. Pierce County Ferries
   c. Wahkiakum County Ferry
   d. Washington State Ferries
   e. Texas State Ferries
   f. Maine State Ferries
   g. Lake Champlain Transportation Company
   h. B.C. Ferries, Canada

13. Shipyards and Marine Consultants:
   a. Dakota Creek Industries, Shipyard, Anacortes, WA
   b. Todd/Vigor Shipyards, Seattle, WA
   c. Everett Shipyard, Everett, WA
   d. Nichols Brother’s Boat Builders, Freeland, WA
   e. All American Marine, Bellingham, WA
   f. Fishing Vessels Owner’s, Shipyard, Seattle, WA
   g. Eastern Marine, Shipyard, Panama City, FL
   h. Elliot Bay Design Group, Marine Consultants, Seattle, WA
   i. John Gilbert Associates, Marine Architects, Boston, MA
   j. K. N.C. Machinery, Caterpillar Engines, Tukwila, WA

14. Citizen Ferry Groups:
   e. Guemes Island Ferry Committee
   f. State of Washington Ferry Advisory Committee

15. Subscribe to, or am a member of, on-line groups:
   g. Workboat Magazine
   h. West Coast Ferry Forum
   i. Ferry group on Nextdoor Lummi Island

Research

16. Researched and presented Lake Champlain Ferry Plattsburgh to County for purchase consideration to replace aging Whatcom Chief.

17. Found and researched rental Ferry TREK in Seattle, advocating for its economic efficiency and use to provide continuing vehicle and passenger services during the Whatcom Chief’s annual dry-dock at substantial savings to County.
Jim Dickinson, Ferry-Related Resume

18. Discovered forthcoming surplus of Washington State Ferry HIYU, researched and advocating for its evaluation to replace, at minimum cost, the aging Whatcom Chief.

19. Written and posted many “papers” about our local ferry system.

20. Family Corporation, LILCO, formerly owned Lummi Island Ferry and Island Ferry Dock, sold to Whatcom County in 1924.

I would be a dedicated and knowledgeable addition to the Lummi Island Ferry Advisory Committee with expertise that is not currently represented.

Jim Dickinson
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Rhayma Blake
Street Address: 4215 Matia View Dr
City: Lummi Island
Zip Code: 98262
Mailing Address (if different from street address):
Day Telephone: 758-419
Evening Telephone: 
Cell Phone: 
E-mail address: rhayma @me.com

1. Name of board or committee—please see reverse:
Lummi Island Ferry Advisory Com.

2. You must specify which position you are applying for.
Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
(If applicable, please refer to vacancy list.) L.I. Resident

4. Which Council district do you live in?
One (x) Two ( ) Three

5. Are you a US citizen?
(x) yes ( ) no

6. Are you registered to vote in Whatcom County?
(x) yes ( ) no

7. Have you ever been a member of this Board/Commission?
(x) yes ( ) no

If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
(x) yes ( ) no

If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

Office Admin - Lummi Island Congregational Church (current)
Manager - Southwestern Bell/AT&T (retired)
PLIC (ferry) Board Member (2011 – present) president 2013–present
M.B.A.-Univ. of Missouri-Kansas City

10. Please describe why you’re interested in serving on this board or commission: I have some experience in strategic planning from my work with AT&T which would be useful.

References (please include daytime telephone number):
Mike McKenzie (979) 571-8555 Chuck Antholt (Charles.antholt @ w4.edu)

Signature of applicant: Rhayma Blake

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
### WHATCOM COUNTY COUNCIL AGENDA BILL

#### CLEARANCES

<table>
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<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
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<td>2/19/2014</td>
<td></td>
<td>4/8/2014</td>
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#### TITLE OF DOCUMENT:
Appointment to Diking District and Drainage District Vacancies

#### ATTACHMENTS:
Auditor vacancy notice, vacancy list

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

There are five diking and drainage district commissioner/supervisor vacancies because no one filed for the office at the special election. When no one files for office, the County Council may appoint someone to the vacant position until the next special election (February 2016).

#### COMMITTEE ACTION:

COUNCIL ACTION:
4/08/2014: Council Approved the following appointments:
Consolidated Drainage Improvement District #1, Position 1: Fred Vander Veen
Consolidated Drainage Improvement District #20, Position 3: Richard Roebuck
Drainage District #3, Position 1: Roger Block
Drainage District #3 Position 3: Jason Vander Veen

Roger Bajema for Diking District #3, Position #3 held for two weeks

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
To: Dana Brown-Davis, Clerk of County Council
From: Diana Bradrick, Chief Deputy Auditor
Re: Special District General Election Position Vacancies
Date: February 18, 2014

Enclosed is a list of position vacancies created as a result of the February 4, 2014 Special District General Election. These positions need to have appointments made by County Council. In order for an individual to serve they must be a property owner in the district and a registered voter in the State of Washington.

If you have any questions, please feel free to contact me.

cc: Rich Zehnder, P.W.
Lonni Cummings, P.W.
Position Vacancies up for Appointment by County Council  
as a result of the February 4, 2014 Special District General Election

<table>
<thead>
<tr>
<th>District</th>
<th>Position Number</th>
<th>Last Held By</th>
<th>If Appointed in 2014, Term will Expire</th>
<th>Up for Election in 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consolidated Drainage Improvement District #1</td>
<td>Supervisor Position 1</td>
<td>Fred VanderVeen</td>
<td>2016</td>
<td>Full 6-year term</td>
</tr>
<tr>
<td>Consolidated Drainage Improvement District #20</td>
<td>Supervisor Position 3</td>
<td>Richard A. Roebuck</td>
<td>2016</td>
<td>4-year unexpired term</td>
</tr>
<tr>
<td>Diking District #3</td>
<td>Commissioner Position 3</td>
<td>Roger L. Bajema</td>
<td>2016</td>
<td>4-year unexpired term</td>
</tr>
<tr>
<td>Drainage District #3</td>
<td>Commissioner Position 1</td>
<td>Roger J. Blok</td>
<td>2016</td>
<td>Full 6-year term</td>
</tr>
<tr>
<td>Drainage District #3</td>
<td>Commissioner Position 3</td>
<td>Jason VanderVeen</td>
<td>2016</td>
<td>4-year unexpired term</td>
</tr>
</tbody>
</table>
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Roger Bajer

Date: 2/14/14

Street Address: 792 E Dodge

City: Lynden

Zip Code: 98264

Mailing Address (if different from street address):

Day Telephone:     Evening Telephone:     Cell Phone:

E-mail address: Ruth W Bajer at Hot mail.com

1. Name of board or committee—please see reverse:

2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.)

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three

5. Are you a US citizen? ( ) yes ( ) no

6. Are you registered to vote in Whatcom County? ( ) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes ( ) no

If yes, dates: Past 4 years

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes ( ) no

If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Former

10. Please describe why you’re interested in serving on this board or commission:

References (please include daytime telephone number): 815-1383

Signature of applicant: Roger Bajer

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
From: Barbara Brenner  
Sent: Wednesday, April 09, 2014 4:42 PM  
To: Dana Brown-Davis  
Cc: NaDean Hanson; Council; ruthwbajema@hotmail.com  
Subject: Roger Bajema’s application

Dana,

I spoke to Roger Bajema today regarding his unexplained “yes” on his application regarding any financial connection to Whatcom County. He doesn’t have any financial connection and mistakenly checked the wrong box.

I hope you can put his application back on for the next council meeting.

Barbara Brenner

PS. I think it was cute how he listed his e-mail address.

NOTICE: All emails, and attachments, sent to and from Whatcom County are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56)