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**TITLE OF DOCUMENT:** Aggregate Resource Inventory Study update

**ATTACHMENTS:**
1) Memo to NR Committee
2) Proposed Scope of Work

**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.)

Planning and Development staff wish to provide an update to the County Council of the Request for Proposals and Scope of Work for the County's Aggregate Resource Inventory Study update.

**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: Whatcom County Council – Natural Resources Committee

FROM: Joshua Fleischmann, Planner

THROUGH: Mark Personius, Long Range Planning Manager

DATE: April 28, 2014

SUBJECT: Aggregate Resource Inventory Study

Planning and Development Staff wish to provide an update to the County Council of the Request for Proposals and Scope of Work for the County’s Aggregate Resource inventory Study update.

Whatcom County Comprehensive Plan Mineral Resources Action Plan item #11 is to:

Budget for and update the Aggregate Resource inventory study to document the short and long range availability and location of quality mineral resources, to be completed by 2010.

As part of the 2013-2014 Budget, an Additional Service Request was submitted by Planning and Development Services, allocating $25,000 for the project. The Surface Mining Advisory Committee (SMAC) has worked to develop a Request for Proposals and Scope of work for the update.
Whatcom County
Request for Proposals
#02-59

NOTICE IS HEREBY GIVEN that sealed proposals will be received by Purchasing at their office in the Whatcom County Administrative Services Finance Department on the fifth floor of the Whatcom County Courthouse, 311 Grand Ave, Suite 503, Bellingham WA 98225, for the following

WHATCOM COUNTY
AGGREGATE RESOURCE INVENTORY STUDY UPDATE

UNTIL: 2:30 P.M. WEDNESDAY JULY 17, 2002

At which time proposals will be publicly opened and the names of the submitters identified. All interested persons are invited to be present. Late submittals will not be accepted. Whatcom County Department of Planning and Development Services is requesting proposals from qualified consultants who are interested in assisting Whatcom County conduct the Comprehensive Construction Aggregate Study. Further information is contained in the RFP document, which may be obtained from Purchasing, phone (360) 676-6733. Whatcom County reserves the right to reject any or all proposals and to waive any irregularities.

Dated June 26, 2002

Chris Mohnkern, Purchasing Coordinator
Whatcom County
Request for Proposals
#02-59
Consultant Services for the Aggregate Resource Inventory Study Update

The Whatcom County Department of Planning and Development Services desires to select a qualified consultant to assist the County in conducting an update to the Aggregate Resource Inventory Study.

BACKGROUND

Whatcom County has experienced rapid growth over the last four decades, as the population has more than doubled from 81,950 people in 1970 to nearly 206,000 people in 2013. Rapid growth creates increased demand for mineral resources for construction of buildings and infrastructure. Additionally, growth can encroach on mineral resources making them more difficult to access.

The 2005 Whatcom County Comprehensive Plan, seeks to conserve productive mineral resource lands. Specifically, the plan contains a policy to "Seek to designate a 50 year supply of commercially significant construction aggregate supply to the extent compatible with protection of water resources, agricultural lands, and forest lands" (Policy 8Q-1). However, the State Department of Natural Resources completed a Reconnaissance Investigation of Sand, Gravel, and Quarried Bedrock Resources in the Bellingham 1:100,000 Quadrangle, Washington (State DNR, January 2001). This document indicated that, as of 2001, the working lifetime of most significant pits in Whatcom County was 10-20 years.

In 2003, an Aggregate Resource Inventory Study was completed with the purpose of providing additional information regarding potential aggregate resources located in western Whatcom County as well as to evaluate if a 50-year supply of commercially significant construction aggregate existed in Whatcom County. The study concluded that there was approximately 35 years of measured aggregate/bedrock resources that could be used for construction aggregate within existing Mineral Resource Land (MRL) designations. This study is just over 10 years old and the Whatcom County Comprehensive Plan Mineral Resource Action Plan Item #10 is to:

Budget for and update the Aggregate Resource inventory study to document the short and long range availability and location of quality mineral resources...
Whatcom County is now ready to undertake the Aggregate Resource Inventory Study update, and is seeking a qualified consultant to assist with this vital endeavor.

**SCOPE OF WORK**

The consultant will produce an update to the 2003 Aggregate Resource Inventory Study of mineral resources for Whatcom County to document the quantity and location of quality mineral resources:

1. The consultant will produce a written summary report that:
   - Describes methods and assumptions.
   - Identifies data gaps.
   - Compares the current inventory of aggregate, sand, and bedrock resources within existing Mineral Resource Land (MRL) designations with the inventory at the time of the 2003 study.
   - Includes any GIS data used or developed as part of the update as a deliverable to Whatcom County.
   - Includes a database of County records of mining registration forms.
8. In performing these tasks, the consultant will obtain and review the following documents:


b. *Annual Whatcom County Surface Mining Registration Forms for unclaimed, active or inactive surface mines dating back to the year 2000*


f. *Geologic Map and Interpreted Geologic History of the Kendall and Deming 7.5-minute Quadrangles, Western Whatcom County, Washington* (State DNR, June 1997).

9. Provide periodic progress reports and presentations to the Surface Mining Advisory Committee regarding progress toward completion of deliverables, including presentation of final report to the SMAC.

**MINIMUM QUALIFICATIONS**

The consulting firm and individuals assigned to the project must have formal education in geology and demonstrated experience in construction aggregate resource evaluation and must be licensed geologists or mining engineers in the state of Washington.

**PROJECT BUDGET AND TIMELINE**

The budget for the project is up to $25,000. The consultant will complete the study within six months of signing the contract.

**CONSULTANT RESPONSE & SELECTION PROCESS**

Respondents are requested to limit submissions to twenty (20) pages or less and include seven (7) copies of their proposal containing the following information:
1) Proposed work-program and schedule for completing the project.
2) Resumes of key personnel to be assigned to the project.
3) Brief summary of experience completing similar projects.
4) References.

The selection process will be based on the following criteria:

1) Project understanding and work program.
2) Experience of the key personnel working on construction aggregate resource evaluations.
3) Geological knowledge, including formal education.
4) Familiarity with Whatcom County geology.

SUBMITTAL

Respondents must submit seven (7) copies of the complete response to the RFP no later than 2:30 p.m. on XX-XX-XXXX. Responses shall be delivered to Whatcom County Administrative Services Finance/Purchasing, 311 Grand Ave. Suite 503, Bellingham, WA 98225.

Late submittals will not be accepted. Faxed or electronically transmitted documents will not be accepted.

Please direct all questions to Joshua Fleischmann, Department of Planning and Development Services, (360) 676-6907.
WHATCOM COUNTY COUNCIL AGENDA BILL

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EXECUTE
MEMORANDUM

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

Through: Frank M. Abart, Director

From: Gary S. Stoyka, Natural Resources Manager

Date: April 8, 2014

Re: Resolution Declaring Whatcom County Council’s Support of the Ag District Coalition and the Formation of Watershed Improvement Districts throughout Whatcom County’s Agricultural Lands

At the April 22, 2014 Natural Resources Committee meeting, Public Works staff will introduce for discussion a resolution declaring Whatcom County Council’s support of the Ag District Coalition and the formation of Watershed Improvement Districts (WIDs) throughout Whatcom County’s agricultural lands.

Background
Members of the agricultural community have formed the Ag District Coalition (ADC). The goal of the ADC is to form irrigation districts in the form of WIDs throughout much of Whatcom County’s agricultural areas for the purpose of providing a voice to the agricultural community on water issues facing the County. The ADC plans to circulate petitions to the voters in the proposed WIDs in early 2014 and to deliver these petitions to the County later in 2014 with the goal of putting the formation of the WIDs on the ballot in Fall 2014. In preparation, members of the ADC requested a resolution of support from the County Council for this effort. Executive Louws directed Public Works staff to assist the ADC in bringing a resolution to the Council for approval.

Requested Action
The Ag District Coalition is requesting discussion and adoption of the proposed resolution by the County Council.

Please contact Gary Stoyka at extension 50618 if you have any questions regarding this information.
RESOLUTION NO. _______

DECLARING WHATCOM COUNTY COUNCIL’S SUPPORT OF THE AG DISTRICT COALITION AND THE FORMATION OF WATERSHED IMPROVEMENT DISTRICTS TO ENCOMPASS AGRICULTURAL LANDS IN WHATCOM COUNTY TO PROVIDE A VOICE FOR THE AGRICULTURAL COMMUNITY REGARDING WATER ISSUES

WHEREAS, agriculture is a cornerstone of the cultural, social, environmental, and economic environment and a major industry in Whatcom County with a value in excess of $325 million annually at the farm gate. Inasmuch as agriculture is primary industry, agriculture is responsible for about one billion dollars in total economic activity in Whatcom County; and

WHEREAS, there is a growing demand for water for new residential, agricultural, fire protection, and industrial uses, at a time when many stream flows are less than optimal for wild salmon and other fish; and

WHEREAS, in 2011, the Lummi Nation and Nooksack Indian Tribe requested that the federal government quantify their respective federal reserved water rights which has led to uncertainty about how much water is available for other water users; and

WHEREAS, a large proportion of existing agricultural water users does not have adequate water rights, leading to uncertainty about the future of agriculture in Whatcom County; and

WHEREAS, the Whatcom County Council has declared that the minimum acreage needed in farming to support a viable agriculture industry in Whatcom County is 100,000 acres (RES 2009-040); and

WHEREAS, agricultural interests in Whatcom County have formed the Ag District Coalition to promote the formation of irrigation districts in the form of Watershed Improvement Districts in accordance with RCW 87 throughout the majority of Whatcom County’s 100,000 acres of agricultural lands; and

WHEREAS, two Watershed Improvement Districts, Bertrand and North Lynden, have been formed to date covering approximately 17,500 acres of agricultural lands located north and west of Lynden; and

WHEREAS, wild salmon are an integral aspect of the cultural, social, environmental, and economic environment of Whatcom County and the creation of Watershed Improvement Districts will enable creative, local level solutions by farmers to augment water needs necessary for salmon and farming, and

WHEREAS, the Ag District Coalition has begun the petition process to create up to five more watershed improvement districts and expand the boundaries of existing watershed improvement districts; and
WHEREAS, in accordance with state law, Whatcom County government will facilitate any elections necessary; and

WHEREAS, the Ag District Coalition is supported by the Whatcom Farmers Co-op; and

WHEREAS, the Ag District Coalition is endorsed by:
- Washington Blueberry Commission,
- Washington Red Raspberry Commission,
- Washington Seed Potato Commission,
- Whatcom Cattlemen’s Association,
- Whatcom Conservation District,
- Whatcom County Agricultural Advisory Committee,
- Whatcom Dairy Federation,
- Whatcom Farm Bureau, and
- Whatcom Farm Friends.

NOW THEREFORE BE IT RESOLVED, that the Whatcom County Council does hereby encourage and support the efforts of the Ag District Coalition to create Watershed Improvement Districts throughout the agricultural lands in Whatcom County to provide a voice with legal standing to agricultural interests in the County on water issues for the purpose of preserving viable agriculture in Whatcom County.

APPROVED this _____ day of __________, 2014.

ATTEST: WHATCOM COUNTY COUNCIL

Dana Brown Davis, Clerk of the Council

WHATCOM COUNTY, WASHINGTON

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Daniel T. Gibson

Civil Deputy Prosecutor
### CLEARANCES

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### TITLE OF DOCUMENT:

Presentation by Opportunity Council regarding substandard housing in WC

### ATTACHMENTS:

None

### SEPA review required?

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(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 the Opportunity Council regarding substandard housing in Whatcom County

### COMMITTEE ACTION:


### COUNCIL ACTION:


### Related County Contract #:


### Related File Numbers:


### Ordinance or Resolution Number:


Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
### TITLE OF DOCUMENT:
Discussion with Auditor regarding election envelopes

### ATTACHMENTS:
None

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

Discussion regarding election envelopes.

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**COMMITTEE ACTION:**

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**COUNCIL ACTION:**

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**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**

Contract for Services - GeoTest Services, Inc.

**ATTACHMENTS:**

1. Memorandum
2. Contract Information Sheet
3. Contract for Services inclusive of Scope, Compensation and Insurance

**SEPA review required?**

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**SEPA review completed?**

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**Should Clerk schedule a hearing?**

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**Requested Date:**

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

This contract will provide materials testing, inspection and geotechnical design services associated with the Public Works Department’s Annual Construction Program. It is anticipated that this contract will begin May 8, 2014 and end December 31, 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 The Honorable Members of the Whatcom County Council

THROUGH: Frank M. Abart, Director

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


DATE: April 22, 2014

Enclosed are two (2) originals of a Contract for Services Agreement between GeoTest Services, Inc. and Whatcom County for your review and signature.

Requested Action
Public Works respectfully requests that the County Executive, upon approval by the Whatcom County Council, enter into an agreement with GeoTest Services, Inc. in the amount of $330,000.

Background and Purpose
This contract will provide material testing, inspection and geotechnical design services associated with the Public Works Department’s Annual Construction Programs. It is anticipated that this contract will begin May 8, 2014 and end December 31, 2015.

Six (6) firms from the Professional Roster had the qualifications to perform the work and were sent a Request for Proposal (RFP). Two (2) firms responded, and GeoTest Services, Inc. was selected as the most qualified through the interview process.

Funding Amount and Source
Sufficient Local Road Funds exist within the budget to cover all anticipated material testing, inspection and geotechnical design services associated with project design and construction phases.

Differences from Previous Contract
None, no previous contract exists.

Please contact Jim Karcher at extension 50633, if you have any questions or concerns regarding the terms of this agreement.

Encl.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

Originating Department: Public Works
Contract or Grant Administrator: James P. Karcher, PE, Engineering Manager
Contractor's / Agency Name: GeoTest Services, Inc.

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)
Contract 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 for Commercial off the shelf items (COTS)
☐ Contract work is all performed outside U.S. ☐ Work related subcontract less than $25,000.
☐ Interlocal Agreement (between Gov'ts) ☐ Public Works - Local Agency/Federally Funded FHWA

Contract Amount: (sum of original contract amount and any prior amendments)
$330,000. (100% Local Funds)
This Amendment Amount:
$ Total Amended Amount:
$

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

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

Summary of Scope: This contract will provide material testing, inspection and geotechnical design services associated with the Public Works Department’s Annual Construction Program. It is anticipated that this contract will begin May 8, 2014 and end December 31, 2015.

Term of Contract: Expiration Date: December 31, 2015

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<td>6. Attorney signoff:</td>
<td>Daniel L. Gibson</td>
<td>Date: 04/15/14</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
<td>Date: 04/15/14</td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>Date: 04/24/14</td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>

Last Edited 7/24/13
GeoTest Service, Inc., hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 8,
Exhibit A (Scope of Work), pp. 9 to 10,
Exhibit B (Compensation), pp. 11 to 13,
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 8th day of May, 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 materials testing, inspection and geotechnical design 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 not exceed $330,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

CONTRACTOR:

GeoTest Services, Inc.

[Signature]
Julie Richardson, President / CEO

STATE OF WASHINGTON
COUNTY OF Whatcom

On this 8th day of April, 2014, before me personally appeared Julie Richardson, to me known to be the President / CEO (title) of GeoTest Services, Inc. (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
Alisa Wood
NOTARY PUBLIC in and for the State of Washington, residing at Lynden, WA. My commission expires 10-19-16.
WHATCOM COUNTY:
Recommended for Approval:

[Signature] 4/24/14
Department Director Date

Approved as to form:

[Signature] 04/24/14
Chief Civil Deputy Prosecutor Date

Approved:
Accepted for Whatcom County:

By:
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

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

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

CONTRACTOR INFORMATION:

GeoTest Services, Inc.

Julie Richardson, President / CEO

Address:
741 Marine Drive
Bellingham, WA 98226

Mailing Address:
741 Marine Drive
Bellingham, WA 98225

Contact Name: Jeremy Wolf, LEG

Contact Phone: (360) 733-7318

Contact FAX: (360) 733-7418

Contact Email: jeremyw@geotest-inc.com

Contract for Services
2014-2015: Materials Testing and Geotechnical Services
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: Not Applicable

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

22.1 Withholding Payment:
In the event the County’s Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitled 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 "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.

Contract for Services
2014-2015: Materials Testing and Geotechnical Services
Page 4

v 1.0
31.1 Ownership of Items Produced:
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

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

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

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

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement commercial general liability, auto, and professional liability insurance with the following minimums:

a. Commercial General Liability: Property Damage - $500,000.00 per occurrence; Bodily Injury - $1,000,000 per occurrence.
b. Auto (per Contractor's coverage under its auto policy).
c. 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.

A Certificate of Insurance, that also identifies the County as an additional insured for the commercial general liability coverage, is attached hereto as Exhibit "C". This insurance shall be primary and noncontributory and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.
34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys’ fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

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

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

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

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

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

36.1 Waiver of Noncompetition:
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:

Contract for Services
2014-2015: Materials Testing and Geotechnical Services
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:

James P. Karcher, PE – Engineering Manager
Whatcom County Public Works Department
322 N. Commercial St., Ste. 301
Bellingham, WA 98225-4042
(360) 715-7450 x50333, Fax (360) 715-7451
jkarcher@co whatcom wa us

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

38.1 Certification of Public Works Contractor’s Status under State Law:
Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27. (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, debarred, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and another person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled “Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction” without modification, in all lower tier covered transactions and all solicitations for lower tier transactions.

The “General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs” is available to research this information at http://epls.armer.gov/.

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:

Contract for Services
2014-2015: Materials Testing and Geotechnical Services
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

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

42.1 **Disputes:**

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

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

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

d. **Arbitration:** Not Applicable

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

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

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

The contract will cover geotechnical engineering analysis, material sample collection, on-site material inspection, and the testing of concrete, hot mix asphalt (HMA), aggregates and other construction materials for Whatcom County Public Works Projects. Contractor must have a lab meeting A2LA certification for construction materials testing.

Geotechnical Engineering Analysis:

1. Perform borings, test pits, or other mechanical methods to investigate subsurface soil conditions.

2. Determine soil load bearing capacity, ground water levels, soil classifications and other geotechnical properties related to subsurface investigations.

3. Provide technical and professional engineering services to produce stamped (WA state license) technical reports, including recommendations, related to the geotechnical properties of existing site conditions and solutions to proposed project design issues. Proposed designs issues would include, but not be limited to, pavement designs, foundation designs, slope stability, retaining walls, dewatering, excavations and other design features typical of public works projects.

Testing:

1. All test procedures shall be in accordance with applicable ASTM, IBC, WSDOT, AASHTO or other procedures as required in projects adhering to the current Washington State Department of Transportation’s (WSDOT’s) Standard Specifications for Road, Bridge and Municipal Construction, as well as the WSDOT Construction Manual and Whatcom County Road Standards. County will supply or indicate target material specifications to Contractor for each test, and Contractor shall show the target specification on the test result.

2. Initial test results for aggregate gradations, sand equivalents (SE), and fracture shall be available within 48 hours from receipt of materials, unless the County is notified and agrees to a different schedule. Notification shall be primarily via email and telephone call, and secondarily via fax if email is down.

3. HMA oil content initial results shall be available within 8 business operation hours from receipt of material at the testing lab. This test result is critical to verify the quality of material used in the paving operation; therefore, the County requests notification as soon as test is complete via a telephone call. Formal Notification shall follow primarily via email and secondarily via fax if email is down.

4. HMA RSC Initial results shall be available as soon as possible, and not more than 3 hours from receipt of materials at the testing lab (provided that Contractor receives a hot sample). This test result is critical to verify the quality of material used in the paving operation; therefore, the County requests notification as soon as test is complete via a telephone call. Formal Notification shall follow primarily via email and secondarily via fax if email is down. This schedule will be adjusted if sample is delivered within 3 hours of close of normal business hours.

5. For 7-Day compressive strength concrete cylinder breaks, County requests early notification (via telephone call) by Contractor if lab technicians or professionals see potential problem with predicted strength of material meeting specifications. Formal Notification shall follow primarily via email and secondarily via fax if email is down.

6. Testing will be performed by qualified technicians and professionals, having certifications to perform the range of tests required by road, bridge and municipal construction projects per testing procedures in the WSDOT Construction Manual.

Administration:

1. Contractor shall utilize a reporting system that will:

   a) Supply the County with all test results in electronic format where a PDF document of the test result is attached or linked to an email sent to project team members. For each CRP (County Road Project), the County will supply email addresses, telephone numbers and a fax number associated with notification. Contractor will maintain this data, segregated by CRP No. for the life of the contract.

   b) Segregate test results by project, display all tests conducted per project and indicate clearly which tests meet or fail project specifications. Each test result or report should have an identifying number.
c) Track contract budget by providing both project expended to date and overall contract amount expended to date.

2. Every quarter (3 months), Contractor will provide the County with an update on the contract dollar amount expended to date. The update shall summarize each invoice number, date and amount. This information should be emailed to the County's administration officer(s) listed in the contract. Contractor shall reference the Whatcom County Contract No. (WCC#) on all correspondence related to this contract. County may relax this requirement if Contractor's reporting system shows this to be a redundant method.

3. All initial test results and final test reports shall have the project name and identifying County Project Number (CRP No.) on them. The Contractor will insure this information is obtained when samples are delivered or picked-up at the project site.

4. Tasks and tests completed must be listed on invoices using the exact description as they appear on the Contractor's Fee Schedule for the various tasks or tests involved.

5. Invoices shall be segregated by project CRP No. and all tests being billed for on the invoice should indicate the identifying test report number.
## FEE SCHEDULE

**Whatcom County Public Works - 2014-2015**  
Materials Testing & Inspection & Geotechnical Design Services

### ENGINEERING, GEOLOGICAL & ENVIRONMENTAL SERVICES

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Engineer</td>
<td>135.00</td>
</tr>
<tr>
<td>Geotechnical Engineer</td>
<td>135.00</td>
</tr>
<tr>
<td>Technical Director</td>
<td>120.00</td>
</tr>
<tr>
<td>Engineering Geologist</td>
<td>90.00</td>
</tr>
<tr>
<td>Environmental Professional</td>
<td>90.00</td>
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<tr>
<td>Project Manager</td>
<td>80.00</td>
</tr>
<tr>
<td>Geotechnical Technician</td>
<td>75.00</td>
</tr>
<tr>
<td>Geologist</td>
<td>75.00</td>
</tr>
<tr>
<td>CESCL (Certified Erosion &amp; Sediment Control Lead)</td>
<td>75.00</td>
</tr>
</tbody>
</table>

### CONSTRUCTION INSPECTION SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Inspection</td>
<td>58.00</td>
</tr>
<tr>
<td>Prestressed Concrete Inspection</td>
<td>58.00</td>
</tr>
<tr>
<td>Masonry Inspection</td>
<td>58.00</td>
</tr>
<tr>
<td>Grout Inspection</td>
<td>58.00</td>
</tr>
<tr>
<td>Fireproofing Inspection</td>
<td>58.00</td>
</tr>
<tr>
<td>Lateral Framing Inspection (Wood &amp; Steel)</td>
<td>58.00</td>
</tr>
<tr>
<td>Proprietary Anchor Inspection</td>
<td>58.00</td>
</tr>
<tr>
<td>Structural Steel Welding and Bolting Inspection</td>
<td>65.00</td>
</tr>
<tr>
<td>In-Place Density - Nuclear Gauge, Soils &amp; Asphalt</td>
<td>65.00</td>
</tr>
<tr>
<td>Soils Observation</td>
<td>65.00</td>
</tr>
<tr>
<td>Laboratory Technician</td>
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<tr>
<td>Field Technician</td>
<td>58.00</td>
</tr>
<tr>
<td>Field Sampling</td>
<td>58.00</td>
</tr>
<tr>
<td>Technical Review/Reporting</td>
<td>65.00</td>
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### SPECIALTY SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bolt Pull-out Tests</td>
<td>90.00</td>
</tr>
<tr>
<td>Ground Penetrating Radar (GPR)</td>
<td>150.00</td>
</tr>
<tr>
<td>Pachometer (Magnetic) Rebar Location</td>
<td>90.00</td>
</tr>
<tr>
<td>Concrete &amp; Asphalt Coring</td>
<td>90.00</td>
</tr>
<tr>
<td>Schmidt Hammer</td>
<td>90.00</td>
</tr>
<tr>
<td>Windsor Probe</td>
<td>90.00</td>
</tr>
<tr>
<td>Brick Shear Testing (2 man crew)</td>
<td>150.00</td>
</tr>
<tr>
<td>Floor Flatness Testing (Dipstick)</td>
<td>100.00</td>
</tr>
<tr>
<td>Moisture Emission Testing</td>
<td>90.00</td>
</tr>
</tbody>
</table>
# FEE SCHEDULE
Whatcom County Public Works - 2014-2015
Materials Testing & Inspection & Geotechnical Design Services

## MATERIALS TESTING

### CONCRETE
- Compressive Strength - Concrete ........................................... 22.00 ea
- Compressive Strength - Concrete (cast by others) .................. 30.00 ea
- Compressive Strength - Drilled Cores (includes trimming and testing) .................................................. 60.00 ea
- Compressive Strength - Sawed Specimens (includes trimming and testing) ........................................... 60.00 ea
- Shotcrete Panel - 3 Cores Per Panel ......................................... 200.00 ea
- Additional Shotcrete Cores ..................................................... 75.00 ea
- Flexural Strength - 6” x 6” Beams .............................................. 45.00 ea
- Air Dry Unit Weight ............................................................... 35.00 ea
- Trimming Specimens - Per End (when required) ....................... 15.00 ea

### MASONRY
- Compressive Strength - Mortar, 2” x 4” Cylinder ..................... 22.00 ea
- Compressive Strength - Grout, 4” x 4” x 8” Prism .................... 22.00 ea
- Compressive Strength - 2” x 2” Cubes (Cementitious Grout) ....... 22.00 ea
- Compressive Strength - 2” x 2” Cubes (Epoxy Grout) ............... 30.00 ea
- Compressive Strength - Composite Prism ............................... 100.00 ea
- Compressive Strength - Masonry Units .................................... 100.00 ea

### AGGREGATE
- Sieve Analysis, with Wet Wash .............................................. 125.00 ea
- Sieve Analysis, Dry Only ....................................................... 75.00 ea
- Sieve Analysis, % Passing #200 Sieve ................................... 75.00 ea
- Specific Gravity and Absorption - Fine Aggregate .................. 75.00 ea
- Specific Gravity and Absorption - Coarse Aggregate .............. 60.00 ea
- Uncompacted Voids - Fine Aggregate ..................................... 150.00 ea
- Unit Weight and Voids ......................................................... 40.00 ea
- Sand Equivalent ................................................................. 80.00 ea
- Moisture Content ............................................................... 35.00 ea
- Percent Fracture ................................................................. 60.00 ea
- Organic Impurities Test ....................................................... 40.00 ea
- Clay Lumps and Friable Particles ......................................... 80.00 ea
- Lightweight Pieces ............................................................. 75.00 ea
- Flat/Elongated Particles ...................................................... 80.00 ea

### ASPHALT
- Asphalt Content & Gradation (Ignition Furnace) ..................... 225.00 ea
- Maximum Specific Gravity (Rice Density) .............................. 80.00 ea
- Asphalt Core Density/Thickness ........................................... 40.00 ea
  - Hot Mix Furnished, Set of 3 ............................................. 300.00 ea
  - Lab Mixed, Set of 3 ....................................................... 350.00 ea
# FEE SCHEDULE

Whatcom County Public Works - 2014-2015
Materials Testing & Inspection & Geotechnical Design Services

<table>
<thead>
<tr>
<th>SOILS</th>
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<tbody>
<tr>
<td>Sieve Analysis, with Wet Sieve</td>
<td>125.00 ea</td>
</tr>
<tr>
<td>Sieve Analysis, Dry Only</td>
<td>75.00 ea</td>
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<tr>
<td>Sieve Analysis, % Passing #200 Sieve</td>
<td>75.00 ea</td>
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<tr>
<td>Sieve Analysis w/ Hydrometer</td>
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<tr>
<td>Moisture Density Relationship (Proctor)</td>
<td>175.00 ea</td>
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<td>Moisture Density Relationship (Proctor) w/ Sieve</td>
<td>235.00 ea</td>
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<tr>
<td>Check Point</td>
<td>80.00 ea</td>
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<tr>
<td>Moisture Content</td>
<td>35.00 ea</td>
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<tr>
<td>Atterberg Limits (3 points)</td>
<td>125.00 ea</td>
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<tr>
<td>Specific Gravity</td>
<td>75.00 ea</td>
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<tr>
<td>Consolodation - 5 Loads</td>
<td>350.00 ea</td>
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<tr>
<td>Permeability - Constant Head or Falling Head (each point)</td>
<td>250.00 ea</td>
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<tr>
<td>Organic Content</td>
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</table>

<table>
<thead>
<tr>
<th>MISCELLANEOUS</th>
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<tbody>
<tr>
<td>Fireproofing Density Test</td>
<td>60.00 ea</td>
</tr>
<tr>
<td>Floor Moisture Test Kit</td>
<td>35.00 ea</td>
</tr>
<tr>
<td>Windsor Probe Pin (Set of 3)</td>
<td>40.00 ea</td>
</tr>
</tbody>
</table>

- GeoTest requests 24 hours advance notice for scheduling field services. GeoTest may not be able to provide service for same day call out.
- A daily four hour minimum charge per call applies to all GeoTest Services, Inc. (GTS) construction inspection services & specialty services (Engineering, Geological, and Environmental Services will be billed in accordance with a project specific proposal). Same day cancelations will incur a two-hour minimum charge.
- GeoTest standard operating hours are 7 AM to 5 PM, Monday through Friday, with the exception of holidays. A premium rate of 1.5 times the regular rate will be charged for all work in excess of 8 hours per day and Saturdays. Double-time rates will be applied to services provided on Sundays & legal Holidays.
- A one-hour minimum laboratory technician fee will be applied on Saturdays, Sundays & legal Holidays at 1.5 times the regular rate for any laboratory testing services.
- Night shift (work starting outside standard operating hours): An eight (8) hour minimum charge at 1.5 times the regular rate applies to field night work. A four (4) hour minimum charge at 1.5 times the regular rate applies to lab night work.
- Mileage charged at current Federal mileage rate ($/mile).
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time) will be invoiced at 1.5 times the standard test rate. Except as outlined in the contract document.
- Rental equipment, reimbursable expenses and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- The ordering of work from GTS shall constitute acceptance of the Fee Schedule, General Conditions, and any project specific proposal.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Rice Insurance LLC
1400 Broadway
P.O. Box 639
Bellingham WA 98227

INSURED
GEO TEST SERVICES INC
741 MARINE DR
BELLINGHAM WA 98225

COVERAGES
CERTIFICATE NUMBER: CL1432522802

COVERAGE
A
GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE X OCCUR
Wa Stop Gap/Employers

POLICY NUMBER: 523BAPS1329
POLICY EFF: 1/3/2014
POLICY EXP: 4/2/2015

LIMITS
EXCEPT OCCURRENCES
$2,000,000

B
AUTOMOBILE LIABILITY
ANY AUTO
ALL OWNED AUTOS
NON-OWNED AUTOS

POLICY NUMBER: 523BACP6011
POLICY EFF: 4/3/2014
POLICY EXP: 4/2/2015

LIMITS
PROPERTY DAMAGE (PER ACCIDENT)
$1,000,000

C
WORKERS' COMPENSATION
ANY PROFESSIONAL/Partner EXECUTIVE OFFICER/STAFF

POLICY NUMBER: 1423BAC1129
POLICY EFF: 4/2/2014
POLICY EXP: 4/2/2015

LIMITS
WORKERS' COM (PER PERSON)
$3,000,000

D
PROFESSIONAL LIABILITY

POLICY NUMBER: 3420161404
POLICY EFF: 4/2/2014
POLICY EXP: 4/2/2015

LIMITS
PROFESSIONAL LIABILITY
$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): Coverage is Primary and Non Contributory and the Waiver of Subrogation is included. Professional/Pollution additional insured form ESB-COM-1108-279 is included and the Waiver of Subrogation form ESB-COM-1108-228

CERTIFICATE HOLDER
jkarcher@co.whatcom.wa.us
Whatcom County
322 N Commercial Street St 301
Bellingham, WA 98225-4042

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

AUTHORIZED REPRESENTATIVE
Troy Harkell/SAN

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Dec</td>
<td>3/5/14</td>
<td></td>
<td>5/6/14</td>
<td>Finance/Council</td>
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</tbody>
</table>

Division Head: MCL 3.5.2014

Dept. Head:

Prosecutor: 3/7/14 3/2/14

Purchasing/Budget:

Executive:

TITLe OF DOCUMENT:
Contract for Services Agreement, Whatcom County Courthouse Building Conditions Survey

ATTACHMENTS:
Contract Documents

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

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

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

This contract is between Whatcom County and HKP architects, LLP is for the Whatcom County Courthouse Building Condition Survey. This initial Phase I is for the Firm to provide a Building Condition Survey Report to the County describing the current conditions of the building exterior envelope. The report will include the ability of the exterior envelop to protect the interior of the building, as well as the conditions of the materials and assemblies attached to the exterior of the building structure and the potential causes of any building envelope failures. The Report will provide options for repairs or replacement of materials, assemblies or systems along with cost estimates for each option.

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.
Attached are two (2) originals of the contract for the Courthouse Building Condition Survey – between Whatcom County and HKP architects, LLP for your review and signature.

This agreement is for the Courthouse Building Envelope Condition Survey. This initial contract is for Phase 1 of 2 phases of work. The intent of Phase 1 is for the Firm to provide a Building Condition Survey Report to the County describing the current conditions of the building exterior envelope.

Funding amount needed for this contract is $507,856.67. At 60% completion the County will look at the recommendation and decide whether to proceed or not, there is the possibility of a $107,755.24 deduction if the County does not proceed with the remaining 40% of the contract.

The funds were approved in the 2013-2014 Budget; Approved ASR #2013-5090 & 5103 - Account #3260513005.6630 for $300,000 Professional Services, 63% from REET Fund and 37% from EDI Fund. A supplemental budget will be requested for the additional funds to complete the project.

Please contact Michael Russell at extension 50575, if you have any questions or concerns regarding the terms of this agreement.

Once signed, please contact our office at x50566 and we will be happy to come and pick them up.

Thank you.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Contractor's / Agency Name:** HKP architects, LLP

**Contract or Grant Administrator:** Michael Russell

**Originating Department:** AS - Facilities Management

**Is this a New Contract?** Yes ☐ No ☒

**If not, is this an Amendment or Renewal to an Existing Contract?** Yes ☐ No ☒

**Does contract require Council Approval?** Yes ☐ No ☒

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

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

**Is this contract grant funded?** Yes ☐ No ☒

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

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

**If yes, RFP and Bid number(s) 13-35 Cost Center: 3260513005.6630**

**Is this agreement excluded from E-Verify?** Yes ☒ No ☐

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

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

**Contract Amount: (sum of original contract amount and any prior amendments)** $507,856.67

**This Amendment Amount:** $

**Total Amended Amount:** $507,856.67

**Summary of Scope:** This contract between Whatcom County and HKP architects, LLP is for the Whatcom County Courthouse Building Condition Survey. At 60% completion the County will review, if they choose not to proceed a deduct will be issued in the amount of $107,755.24

**Term of Contract:**

**Expiration Date:** March 31, 2015

### Contract Routing Steps & Signoff

<table>
<thead>
<tr>
<th>Step</th>
<th>Sign or Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td>[Signature]</td>
<td>Date: 03/05/14</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>[Signature]</td>
<td>Date: 3/7/14</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>[Signature]</td>
<td>Date: 3/7/14</td>
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<tr>
<td>7. Contractor signed:</td>
<td>Date: 3/28/14</td>
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<tr>
<td>8. Submitted to Exec Office:</td>
<td>Date: 4.2.14</td>
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<tr>
<td>9. Council Approved (if required):</td>
<td>Date:</td>
<td></td>
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<tr>
<td>10. Executive signed:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

**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.
CONTRACT FOR SERVICES AGREEMENT
Whatcom County Courthouse Building Condition Survey
HKP architects, LLP

HKP architects, LLP, hereinafter called Firm, 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 - 11,
- Exhibit B (Fee Proposal), pp. 12
- Exhibit C (Firm's Documents), pp. 13 - 47

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 following the issuance of a notice to proceed, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of, March, 2015.

The general purpose or objective of this Agreement is to provide a Condition Survey of the above-grade exterior envelope of the existing Courthouse Building, as more fully and definitively described in Exhibit "A" Scope of Work, 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 Phase I shall not exceed $507,856.67 including reimbursables, a deduct of $107,755.24 will be issued at 60% progress if the County chooses not to continue with the remaining 40% of contract, see Exhibit "C" for further details. Phase II may commence with an amendment to the original contract if agreed upon by both parties. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Firm 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 28 day of MARCH, 2014

FIRM:

HKP architects, LLP

[Signature]
Brian Poppe, AIA, LEED, AP, Partner

STATE OF WASHINGTON

COUNTY OF WHATCOM

ss.

On this 28 day of MARCH, 2014, before me personally appeared BRIAN POPPE to me known to be the Partner of HKP architects, LLP and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
DEANNA DEATLEY ARCHER
NOTARY PUBLIC
07-29-2017

Whatcom County Courthouse Building Condition Survey
HKP architects, LLP

34
WHATCOM COUNTY:
Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By:________________________________________
    Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
COUNTY OF WHATCOM  ) ss

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

                                      NOTARY PUBLIC in and for the State of Washington, residing at
                                      ____________________________ My commission expires ________________________

FIRM INFORMATION:

HKP architects, LLP

Address:
HKP architects, LLP
314 Pine Street, Ste. #205
Mount Vernon, WA 98273

Contact Name:
Brian Poppe, AIA, LEED, AP

Contact Phone:
(360) 336-2155

Contact FAX:
(360) 336-3657
GENERAL CONDITIONS

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

0.1 Scope of Services:
The Firm 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. The County will furnish no material, labor, or facilities, unless otherwise provided for in the Agreement. This initial contract is for Phase 1 of two phases of work. The intent of Phase 1 is for the Firm to provide a Building Condition Survey Report to the County describing the current conditions of the building exterior envelope. The report will include the ability of the exterior envelope to protect the interior of the building, as well as the conditions of the materials and assemblies attached to the exterior building structure, and the potential causes of any building envelope failures. The Report will provide options for repairs or replacement of materials, assemblies or systems along with Cost Estimates for each option.

Additionally during Phase 1, the evaluation team will meet with the County at approximately 60% completion of the onsite testing and investigation phase to review observations and findings. The evaluation team will recommend, and the County will decide, if further testing and investigation is required to sufficiently determine the condition of the various materials and exterior finishes and whether they should be noted for repair or replacement in the Phase 2 design documents. If the County determines that further testing and investigation is deemed not required, the evaluation team will move to the Written Evaluation phase, forgoing the remainder of the testing and investigation fees. Should the remaining 40% of the testing and investigation scope be deemed not necessary, the fee for that remaining work will be submitted against the contract as a credit. See Exhibit "B" Compensation.

Phase 2 may commence upon the sole discretion of the County following the completion of Phase 1. A contract amendment will be issued for scope and fees for Phase 2 if the project moves forward and the County and Firm can agree upon terms and conditions.

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three years, inclusive of Phase 2.
11.1 Termination for Default:
If the Firm 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 Firm 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 Firm'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 Firm 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 Firm. The Firm shall bear any extra expenses incurred by the County in completing the work, including all reasonable increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default. The Firm may terminate this agreement with seven (7) days written notice, for cause or County's breach of contract. Firm shall be entitled to compensation for services provided up to the termination data and any reasonable costs incurred to terminate this agreement.

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, which such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Firm shall be entitled to payment for actual work performed based on scheduled task 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 Firm Services:
Payment to the Firm 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 invoices 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 County 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 Firm for any costs or expenses incurred by the Firm in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Firm, 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 Firm understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Firm authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Firm 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 Firm to make the necessary estimated tax payments throughout the year, if any, and the Firm is solely liable for any tax obligation arising from the Firm's performance of this Agreement. The Firm hereby agrees to indemnify the County against any demand to pay taxes arising from the Firm'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 Firm must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Firm'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 Firm 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 Firm 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 Firm to termination or damages, provided that the County promptly gives notice in writing to the Firm 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 Firm 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 Firm 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 Firm, (3) to set off any amount so paid or incurred from amounts due or to become due the Firm. In the event the Firm obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Firm by reason of good faith withholding by the County under this clause. The County shall not withhold amounts from the Firm’s compensation to impose a penalty or liquidated damages on the Firm, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Firm agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

23.1 Labor Standards:
The Firm agrees to comply with state and federal requirements, as applicable, pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Firm:
The Firm’s services shall be furnished by the Firm as an independent Firm, 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 Firm as an independent Firm.

The Firm acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Firm 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 Firm represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service on a Schedule C, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Firm 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 Firm. 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. All consulting firms described as providing the services in Exhibit "C" are expressly approved herewith by the County, without further written documentation required.

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

31.1 Ownership of Items Produced:
When the Firm creates any copyrightable material or invents any patentable property, the Firm shall retain the intellectual property right, including copyright or patent, to the same, but the County shall, upon execution of the Agreement be granted nonexclusive license to reproduce, publish, recover, or otherwise use the material or property for the purposes of maintaining, remodeling, altering, or adding to the existing structures that are the focus of the Project, subject to the County’s performance of its obligations under this Agreement. This license shall continue beyond termination of this Agreement, provided all monies due under this Agreement have been paid. The documents are project-specific and are not intended for reuse on other projects. Should the County use the documents produced under this Agreement for the purposes of maintaining, remodeling, altering, or adding to the existing structures that are the focus of the Project without retaining Firm, the County releases Firm, to the extent permitted by law, agrees to indemnify, defend and hold harmless Firm and its consultant(s) from all costs and expenses, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the County’s use of the Project Documents under this Section 31.1.

31.2 Patent/Copyright Infringement: Not Applicable.
32.1 Confidentiality:
The Firm, its employees, subFirms, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Firm 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. Firm shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Firm shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoofs, attorneys' fees and costs resulting from Firm'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 by 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 Firm 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. Firm 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 Firm, then the Firm agrees to notify the Administrative Officer as soon as it is practical.

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

A Certificate of insurance, that also identifies the County as an additional insured, shall sent to the County for filing purposes. This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

All subFirms and consultants must provide proof of insurance to the Firm and they shall name the County as an additional insured.

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 Firm 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 Firm. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:
To the fullest extent permitted by law, Firm agrees to indemnify, and hold the County and its departments, elected and appointed officials, and employees, harmless from and against any and all damages, losses and expenses, including but not limited to court costs, attorney's fees (including reasonable costs of attorney's fees incurred by the County in defense of any claim arising out of performance of this Agreement) and alternative dispute resolution costs (collectively "Damages"), for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property to the extent the Damages: 1) are caused in whole or in part by any negligent act or omission, of the Firm, its employees, or Firm's subFirms and their employees; and 2) are directly arising out of performance of this Agreement. This indemnification obligation of the Firm shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Firm hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Firm are a material inducement to County to enter into this Agreement, are reflected in the Firm's compensation, and have been mutually negotiated by the parties.

Firm's initials acknowledging indemnity terms: ____________

Participation by Firm - No Waiver. The Firm reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Firm's indemnity obligations under this Agreement.

Survival of Firm's Indemnity Obligations. The Firm agrees all Firm's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Indemnity by SubFirms. In the event the Firm enters into subcontracts to the extent allowed under this Agreement, the Firm's subFirms shall indemnify the County on a basis equal to or exceeding Firm's indemnity obligations to the County.
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 Firm 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 Firm is governed by such laws, the Firm shall take affirmative action to make sure that applicants are employed, and treated during employment, without regard to their 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. 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 Firm 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 subFirm, provided that the foregoing provision shall not apply to contracts or subFirms for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:
If at any time prior to commencement of, or during the term of this Agreement, Firm 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 Firm 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 Firm 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 Firm 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 Firm 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:

Michael Russell, Facilities Manager
Whatcom County Facilities Management
316 Lottie Street
Bellingham, WA 98225
(360) 676-6746

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 Firm to the County’s Administrative Officer under this Agreement. Notice to the Firm for all purposes under this Agreement shall be given to the address provided by the Firm herein above in the “Firm information” section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Firm 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 Firm 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 Firm 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 Firm 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 Firm 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. Firm 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 Firm 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 Firm 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 or 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
WHATCOM COUNTY COURTHOUSE BUILDING CONDITION SURVEY

1) Review of existing documents as provided by Whatcom County.
HKP will create or provide electronic drawings for use by the team and as a basis for the final survey report. Documents provided by Whatcom County should include existing as-built architectural and structural documents, details, specifications, renovation documents, maintenance or work orders relevant to water intrusion issues and other relevant facility documents. Existing and new documents will be reproduced and made available for review by the team. See attached documents for work being performed Wetherhold and Associates, Tatley-Grund, Wilson and Anderson Consulting.

2) Interviews with Whatcom County employees familiar with the problems, conditions and history of the building.
HKP will coordinate a maximum of 1 meeting with Whatcom County Facilities. Whatcom County to identify and provide access to a maximum of 2 employees most relevant to the task. Whatcom County to provide relevant facility documents requested prior to, during or after interviews. Whatcom County to provide complete building access for HKP Team to view noted and/or requested areas of the building. Interviews and subsequent tour of the building to occur after normal building hours so issues and respective spaces may be viewed from the interior and exterior of the building. See attached documents for work being performed by Wetherhold and Associates and Anderson Consulting.

3) Examine Conditions and Map.
HKP team to propose destructive testing locations based upon non-destructive interior and exterior visual reviews, the Krazen report and leakage reported by Whatcom County. HKP team to propose testing locations and schedule to Whatcom County. Whatcom County to approve. Scope has been revised to remove mapping location and extent of all visible cracks on all exterior surfaces. See attached documents for work being performed by Wetherhold and Associates, Tatley-Grund and Anderson Consulting.

4) Close-up Examination of Exterior Building Surfaces.
No thermal scanning and leak testing of the roof surfaces will be performed as agreed to by Owner. HKP team to visually survey condition of exterior wall surfaces, noting condition of 1991 ballasted roofing areas, condition of finish materials, condition of metal copings and flashings, condition of sealants between similar and dissimilar materials, the condition of windows and storefront units and general sources of leakage. Survey of glazed areas to note glazing units with failed hermetic seals (including those noted already by Whatcom County), breaches in glazing to frame seals and evaluation of curtain wall frame drainage systems. Tatley-Grund to provide swing-stage platform, ladders, lifts and other means of access to view survey locations. Anderson Consulting to provide direction for in-place water testing of windows and/or curtain wall assemblies and options for replacement of existing steel-framed single glazed windows in original 1948 building. Recommended replacement window units (frame and glazing) will meet current energy codes. HKP team to propose testing locations and schedule to Whatcom County. Whatcom County to approve. See attached documents for work being performed by Wetherhold and Associates, Tatley-Grund and Anderson Consulting.

5) Interior Investigation and Testing of Discovered Molds
Not included in scope as per Owner

6) Structural Evaluation
Wilson Engineers is to examine selected areas of existing structural components, including anchorage of masonry veneer and precast concrete, exposed during destructive testing or by visual survey and propose repairs to noted deficiencies. Tatley-Grund to provide access, demolition and repair 5 locations as requested by Wilson in addition to those included in item 7 below.

7) Water Testing and Destructive Testing of the Roof and Exterior Walls
HKP team to perform water testing at areas of suspected wall leakage. Water testing of roofs has been removed from scope as per Owner. Tatley-Grund to provide material, tools and labor for destructive testing and repairs at testing locations. QED to provide testing of curtain walls and windows. HKP team to propose testing locations and schedule to Whatcom County. Whatcom County to approve. See attached documents for work being performed by Wetherhold and Associates, Tatley-Grund and Anderson Consulting. Andersons’ documents shows the work as part of Task 3.
8) Repair of Areas of Destructive Testing
HKP to "punch list" repairs and notify Tatley-Grund of any additional work required. See attached document for work being performed by Tatley-Grund.

9) Written Evaluation
HKP to compile reports and evaluations from team members, documenting the findings of the investigations. HKP, with assistance from Wetherolt, will generate a list of discovered issues and potential resolutions for the noted issues. HKP expects that there may be multiple potential resolutions to an identified issue. Robinson Company to provide cost and schedule impacts for the selected resolutions. Whatcom County will agree to which potential resolutions, along with cost and schedule implications, are to be included in the final report.

10) Scope Setting for Phase 2
HKP team to review final written report with Whatcom County. Whatcom County to define the scope of building repairs for Phase 2 (Design and Construction Documents) and Phase 3 (Construction) based on issues and potential resolutions contained in the Final Report.
EXHIBIT B
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit "A", Scope of work allowable expenses, the county agrees to compensate the Firm according to the Task fee schedule provided below.

Mileage and per diem will be allowed at current federal government allowable rates. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement.

Other expenditures such as printing, postage and telephone charges shall be reimbursed at actual cost times a factor of 1.1.

Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the Firm’s expense.

All invoices are to be mailed or delivered to:

Whatcom County Facilities Management
Attn: Michael Russell
316 Lottie Street
Bellingham, WA 98225

<table>
<thead>
<tr>
<th>TASK</th>
<th>Description</th>
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<tr>
<td>TASK 1</td>
<td>Review Plans and Specifications</td>
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<td>TASK 2</td>
<td>Interview with Relevant Whatcom County Employees</td>
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<td>TASK 3</td>
<td>Examine Conditions and Map Issues</td>
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<td>TASK 4</td>
<td>Close-up Exterior Examination</td>
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<td>TASK 6</td>
<td>Inspect for Structural Damage</td>
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<td>TASK 7</td>
<td>Perform Testing to Follow Water Paths</td>
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<td>TASK 8</td>
<td>Physical Repairs at Testing Areas</td>
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<td>TASK 9</td>
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</table>

All invoices are to be mailed or delivered to:

Whatcom County Facilities Management
Attn: Michael Russell
316 Lottie Street
Bellingham, WA 98225

Contract for Services Agreement
HKP architects
February 11, 2014

Garrett H. Maupin, FAIA
Construction Coordinator
Whatcom County Facilities Department
316 Lottie Street
Bellingham, WA 98225

RE: Whatcom County Courthouse
Building Condition Survey
Revised Scope of Work and Fee Proposal

Dear Garrett:

We are pleased to have the opportunity to provide Architectural Services to Whatcom County for the Condition Survey for Whatcom County’s Courthouse Building. Our proposed fee for the revised Scope of Work, inclusive of reimbursables, is $507,856.67.

The Building Condition Survey scope has been reduced following communications between Whatcom County and HKP in an attempt to have the project fee meet the currently approved $400,000 budget. However, this reduced scope of work does carry the risk of reduced knowledge gained about the building.

The Owner has agreed to removal of the Hazardous Materials investigation from the scope of the project during this process. In addition, the Owner has agreed to significant reductions in the testing scope of the roofs and windows to assist in fee reductions. The existing conditions of the roofs are well known by the Owner and the windows will still be investigated for industry standard installation methods regarding water drainage and flashings.

Our revised fee is based on the revised scope. Additionally, the evaluation team will meet with the Owner at approximately 60% completion of the onsite testing and investigation phases to review observations and findings. The evaluation team will recommend, and the Owner will decide, if further testing and investigation is required to sufficiently determine the condition of the various materials and exterior finishes and whether they should be noted for repair or replacement in the Phase 2 design documents. If the Owner determines that further testing and investigation is deemed not required, the evaluation team will move to the Written Evaluation phase, forgoing the remainder of the testing and investigation fees. Should the remaining 40% of the testing and investigation scope be deemed not necessary the fee for that remaining work will be submitted against the contract as a not to exceed ($107,755.24) change order credit. The remaining fee for the truncated testing, investigation and full final report would therefore be $400,101.43. Both amounts are inclusive of reimbursables and overhead.
Prior to the start of work the project team will meet with Whatcom County Facilities Department to discuss the proposed work schedule and phasing for the project. The project team and Whatcom County will mutually agree to what work will constitute the extent of the proposed initial 60% portion of the testing and evaluation scope.

The Testing and Investigation scope included in the 60/40 division are the Testing and Evaluation items within the following Tasks:

Task 4. Close-up Examination of Exterior Building Surfaces
Task 6. Structural Evaluation
Task 7. Water Testing and Destructive Testing of the Roof and Exterior Walls
Task 8. Repair of Areas of Destructive Testing

The full scope for each task is outlined in the Detailed Fee Proposal.

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Revised Scope Summary ......................................................................................... 1 page
Scope of Work ........................................................................................................... 2 pages
County Courthouse Building Detailed Fee Proposal ............................................. 9 pages

Attachments

Wetherholt Attachment A: Aerial View of Building .......................................... (included)

Tatley-Grund, Inc. Proposal, dated January 8, 2014 ............................................ 3 pages

Anderson Consulting Proposal, dated January 2, 2014 ..................................... 4 pages

Wilson Engineering Fee Proposal Workbook, Revised Dec. 31, 2013 ........ 1 page

The Robinson Company Proposal, dated September 30, 2013 ...................... 1 page
Revised Scope Summary

A. HKP and its team of consultants will provide a Condition Survey of the above-grade exterior envelope of the existing Courthouse Building. The Courthouse "building" consists of the original 1948 Courthouse, a 1972 addition and a 1991 addition which approximately doubled the size of the facility. The survey report will be based upon destructive testing locations agreed upon by the County and visual inspection of the building. The Survey will document conditions of the Exterior Insulated Finish System (EIFS or, commonly, "Dryvit"), Brick Veneer, Exterior Precast Concrete, Roof, Windows and Storefront Glazing Systems. Below-grade waterproofing is not part of the survey as we understand that there are no current below-grade issues to address. The report will include a catalog of the found conditions and a corresponding list of construction options approved by the owner. The report will contain estimates of construction cost, escalated to a date agreed to with the owner, for each option.

The Survey team can make use of the 2007 Report compiled by Krazan and Associates and follow-up report by AMEC as background information but will create this report as a stand-alone document.

B. Our consultants for this work, and their respective areas of involvement, include:
   Wetherholt and Associates: Roof and Wall survey and reporting, evaluation of options
   Tatley-Grund: Contractor providing overall building access, material removal and repairs at destructive testing locations, evaluation of options.
   Anderson Consulting: Glazing, Curtain Wall and Storefront survey and reporting, direction of testing, evaluation of options
   QED LABS: In-place testing of Windows and Glazing
   Wilson Engineering: Structural Evaluation of existing conditions and proposed options
   The Robinson Company: Construction Cost and Schedule Estimating

Note that Mold testing has been removed from the scope of work as per the Owner.

C. Please see attached Scope of Work and Fee documents from Wetherholt and Associates, Tatley-Grund, Wilson Engineers, Anderson Consulting and The Robinson Company which are hereby incorporated as part of the Scope of Work to be provided under this contract.

D. The submitted fee includes the following tasks for the Courthouse Condition Survey based on the understood scope as shown for the specific buildings. In the Scope of Work described below, if not listed specifically in the Scope, the number of visits (site visits, meetings, interviews, etc...) are as listed in the detailed Fee Proposal section.
Proposed fee is based up on Whatcom County providing roof access and anchorage for roof-mounted "swing stage" platforms and water and electricity for testing purposes.
Swing stage provided by Tatley-Grund.

E. The County is advised that because the report HKP will provide at the conclusion of this survey will be based only on the scope of work included below, and the County understands this scope, while extensive is not all-encompassing, the ensuing report may not include all the problematic conditions currently existing in the building. The County, should therefore, include sufficient contingency in the construction budget of
any future project to repair the conditions identified in the HKP report and address any unidentified or unforeseen conditions.

**Scope of Work**

1. **Review of existing documents as provided by Whatcom County.** HKP will create or provide electronic drawings for use by the team and as a basis for the final survey report. Documents provided by Whatcom County should include existing as-built architectural and structural documents, details, specifications, renovation documents, maintenance or work orders relevant to water intrusion issues and other relevant facility documents. Existing and new documents will be reproduced and made available for review by the team. See attached documents for work being performed by Wetherhold and Associates, Tatley-Grund, Wilson and Anderson Consulting.

2. **Interviews with Whatcom County employees familiar with the problems, conditions and history of the building.** HKP will coordinate a maximum of 1 meeting with Whatcom County Facilities. Whatcom County to identify and provide access to a maximum of 3 employees most relevant to the task. Whatcom County to provide relevant facility documents requested prior to, during or after interviews. Whatcom County to provide complete building access for HKP Team to view noted and/or requested areas of the building. Interviews and subsequent tour of the building to occur after normal building hours so issues and respective spaces may be viewed from the interior and exterior of the building. See attached documents for work being performed by Wetherhold and Associates and Anderson Consulting.

3. **Examine Conditions and Map.** HKP team to propose destructive testing locations based upon non-destructive interior and exterior visual reviews, the Kranz report and leakage reported by Whatcom County. HKP team to propose testing locations and schedule to Whatcom County. Whatcom County to approve. Scope has been revised to remove mapping location and extent of all visible cracks on all exterior surfaces. See attached documents for work being performed by Wetherhold and Associates, Tatley-Grund and Anderson Consulting.

4. **Close-up Examination of Exterior Building Surfaces.** No thermal scanning and leak testing of the roof surfaces will be performed as agreed to by Owner. HKP team to visually survey condition of exterior wall surfaces, noting condition of 1991 ballasted roofing areas, condition of finish materials, condition of metal copings and flashings, condition of sealants between similar and dissimilar materials, the condition of windows and storefront units, and general sources of leakage. Survey of glazed areas to note glazing units with failed hermetic seals (including those noted already by Whatcom County), breaches in glazing to frame seals and evaluation of curtain wall frame drainage systems. Tatley-Grund to provide swing-stage platform, ladders, lifts and other means of access to view survey locations. Anderson Consulting to provide direction for in-place water testing of windows and/or curtain wall assemblies and options for replacement of existing steel-framed single-glazed windows in original 1948 building. Recommended replacement window units (frame and glazing) will meet current energy codes. Tatley-Grund testing of roof drains to be provided at two (2) locations. HKP team to propose testing locations and schedule to Whatcom County. Whatcom County to approve. See
attached documents for work being performed by Wether Holt and Associates, Tatley-Grund and Anderson Consulting.

5. **Interior Investigation and Testing of Discovered Molds.** Not included in scope as per Owner.

6. **Structural Evaluation.** Wilson Engineers is to examine selected areas of existing structural components, including anchorage of masonry veneer and precast concrete, exposed during destructive testing or by visual survey and propose repairs to noted deficiencies. Tatley-Grund to provide access, demolition and repair 5 locations as requested by Wilson in addition to those included in item 7 below.

7. **Water Testing and Destructive Testing of the Roof and Exterior Walls.** HKP team to perform water testing at areas of suspected wall leakage. Water testing of roofs has been removed from scope as per Owner. Tatley-Grund to provide material, tools and labor for destructive testing and repairs at testing locations. QED to provide testing of curtain walls and windows. HKP team to propose testing locations and schedule to Whatcom County. Whatcom County to approve. See attached documents for work being performed by Wether Holt and Associates, Tatley-Grund and Anderson Consulting. Anderson's document shows the work as part of Task 3.

8. **Repair of Areas of Destructive Testing.** HKP to "punch list" repairs and notify Tatley-Grund of any additional work required. See attached document for work being performed by Tatley-Grund.

9. **Written Evaluation.** HKP to compile reports and evaluations from team members, documenting the findings of the investigations. HKP, with assistance from Wether Holt, will generate a list of discovered issues and potential resolutions for the noted issues. HKP will discuss the issues and potential resolutions with Whatcom County. HKP expects that there may be multiple potential resolutions to an identified issue. Robinson Company to provide cost and schedule impacts for the selected resolutions. Whatcom County will agree to which potential resolutions, along with cost and schedule implications, are to be included in the final report.

10. **Scope Setting for Phase 2.** HKP team to review final written report with Whatcom County. Whatcom County to define the scope of building repairs for Phase 2 (Design and Construction Documents) and Phase 3 (Construction) based on issues and potential resolutions contained in the Final Report.
Detailed Fee Proposal based on tasks outlined above and in attached documents. Note that "meetings" and "visits" may be on-site, or with the owner or with other team members.

**County Courthouse Building Detailed Fee Proposal**

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Sub-Task</th>
<th>Relevant Qty</th>
<th>Sub-Fee</th>
<th>Sub-Total</th>
<th>Fee</th>
</tr>
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<td>Creation of Documents</td>
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<tr>
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**Total Task Fee**          $12,450.40

**Running Total Fee**        $12,450.40
## Task 2 - Interview with Relevant Whatcom County Employees

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<th>Sub-Total</th>
<th>Fee</th>
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<td></td>
<td>Catalog Responses</td>
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<tr>
<td></td>
<td>Identify test areas</td>
<td>2 meetings</td>
<td>$960.00</td>
<td></td>
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<tr>
<td></td>
<td>Building tour/photos</td>
<td>1 site visit</td>
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<tr>
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<td>Compile/Distribute</td>
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<td>$280.00</td>
<td>$4,440.00</td>
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<td>Wetherholt</td>
<td>Interviews/tour</td>
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<td>$1,200.00</td>
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<td>Identify test areas</td>
<td>2 meetings</td>
<td>$1,200.00</td>
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<td></td>
<td>Building tour/photos</td>
<td>1 site visit</td>
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<td>Building tour/photos</td>
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<td>Interviews/tour</td>
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<td>Identify test areas</td>
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<td>$640.00</td>
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**Total Task Fee**  
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**Running Total Fee**  
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### Task 3 - Examine Conditions and Map Issues

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<th>Sub-Total</th>
<th>Fee</th>
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<td>Window/CW Testing</td>
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<td>$1,120.00</td>
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<tr>
<td></td>
<td>Roof Survey - Visual</td>
<td>2 visits</td>
<td>$960.00</td>
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<td>Distribute Materials</td>
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<td>$880.00</td>
<td>$7,600.00</td>
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<td>Wetherholt</td>
<td>Interior Examination</td>
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<td>Roof Survey - Visual</td>
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<td>Window/CW Testing</td>
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<td></td>
<td>Int. Wall Rough Repairs</td>
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**Total Task Fee** $52,047.70

**Running Total Fee** $76,930.98
### Task 4 - Close-up Exterior Examination

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<th>Sub-Total</th>
<th>Fee</th>
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<tr>
<td></td>
<td>Exterior Wall - Thermal</td>
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<tr>
<td></td>
<td>Exterior Wall - Survey</td>
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<td>Exterior Wall - RILEM</td>
<td>10 Locations</td>
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<tr>
<td></td>
<td>Prepare Roof Report</td>
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<td>Distribute Materials</td>
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### Task 5 - Interior Investigations - Mold testing deleted

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**Total Task Fee** $0.00

### Task 6 - Inspect for Structural Damage

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<tr>
<td></td>
<td>Int/Ext. Finish Repairs</td>
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**Total Task Fee** $17,285.20

**Running Total Fee** $269,207.04
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<td>Destructive Wall Test'g</td>
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<td></td>
<td>Water Testing at Walls</td>
<td>3 visits, 6 loc.</td>
<td>$8,370.00</td>
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<td>Dest. Wall Test'g fr/ext.</td>
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<tr>
<td></td>
<td>Dest. Wall Test'g fr/int.</td>
<td>5 visits, 25 loc.</td>
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<td></td>
<td>Wall Data Loggers</td>
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<td>Prep. Envelope Condition</td>
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<td>Distribute Materials</td>
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<td>Tatley-Grund</td>
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<td>Water Testing at Walls</td>
<td>6 ext. Loc.</td>
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<td>Wall Rough Repairs</td>
<td>Wall tests</td>
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<td></td>
<td>Wall Finish Repairs</td>
<td>Wall tests</td>
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<td></td>
<td>General Wall Repairs</td>
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<td></td>
<td>Destructive Wall Test'g</td>
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<td>$8,325.00</td>
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</tr>
<tr>
<td></td>
<td>EIFS Repairs</td>
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<td></td>
<td>Brick Repairs</td>
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<tr>
<td>(from exterior to int.)</td>
<td>Destructive Wall Test'g</td>
<td></td>
<td>$8,325.00</td>
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<tr>
<td></td>
<td>GWB Repairs</td>
<td>Wall tests</td>
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<tr>
<td>(from interior to ext.)</td>
<td>Destructive Wall Test'g</td>
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<tr>
<td></td>
<td>GWB Repairs</td>
<td>Wall tests</td>
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<td>Wall Data Loggers</td>
<td>10 Locations</td>
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<td>Distribute Materials</td>
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| Overhead/Contingency | HKP O&P on Subs | 10%          | $13,857.08   |

| Total Task Fee       | $173,307.83     |

| Running Total Fee    | $442,514.87     |
Previous Page Running Total Fee $442,514.87

Task 8 - Physical Repairs at Testing Areas (punch lists)

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<tr>
<th>Consultant</th>
<th>Sub-Task</th>
<th>Relevant Qty.</th>
<th>Sub-Fee</th>
<th>Sub-Total</th>
<th>Fee</th>
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<td>Punch List Int. Areas</td>
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<tr>
<td>HKP</td>
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<td><strong>$5,280.00</strong></td>
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Task 9 - Written Report with Recommendations

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<th>Fee</th>
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<tr>
<td>HKP</td>
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<tr>
<td>HKP</td>
<td>Document Findings and Suggested Rep.</td>
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<tr>
<td>HKP</td>
<td>Determine Options for Repairs</td>
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<tr>
<td>HKP</td>
<td>Consult with Owner to narrow options</td>
<td>$2,240.00</td>
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<tr>
<td>HKP</td>
<td>Coordinate options with consultants</td>
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<tr>
<td>HKP</td>
<td>Coord. With Estimator for Time/Cost</td>
<td>$3,040.00</td>
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<td>HKP</td>
<td>Create Final Report w/Options/Costs</td>
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<td>Wilson Engineers</td>
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<td>Wilson Engineers</td>
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Define Scope of Repairs for Phase 2

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<th>Fee</th>
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Running Total Fee $500,306.67
Reimbursables

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<th>Fee</th>
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<td></td>
<td>Mileage</td>
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<td>$1,200.00</td>
<td>$1,500.00</td>
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<tr>
<td>Wetherholt</td>
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<td>$5,500.00</td>
<td>$5,500.00</td>
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<tr>
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<td>Contingency</td>
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Total Task Fee $7,550.00

Total Proposed Fee for Phase 1 $507,856.67

Work Not Included, except as added as Additional Services

The following tasks can be provided by HKP or HKP may participate in providing them but are not considered to be part of our basic services fee noted above and can be provided on an hourly basis:

1. Instruction or direction for physical repair or correction of identified issues during the scoping study. The purpose of the study is investigational and advisory only and does not include implementation or oversight of suggested corrections.
2. Temporary repairs or corrections of identified issues beyond repair of materials at destructive testing locations.
3. Energy Studies
4. Survey and replacement options for non-failed glazed units in all three building sections to meet current energy code standards (1948 building single-pane windows are included in basic services).
5. LEED or Sustainable Architecture related services
6. Space Planning.
7. Owner initiated changes in scope.
8. Design and Construction services.
9. Review of previous work and existing conditions may uncover additional scope that was not previously considered. Any other analysis that may be required or requested will be negotiated as an amendment to this proposal or as a separate contract.

HKP hourly rates are based on the State of Washington Department of Enterprise Services guidelines and are as follows:

- Partner When performing duties as principal $150
- Partner When working on project production $120
Other employees are billed at 3.2x their hourly rate:

- Architect 1: $80
- Architect 2: $74
- Intern 1: $70
- Intern 2: $64
- Support: $58

**Owner Responsibilities and Restrictions**

1. Owner is in possession of existing building drawings and specifications and can provide scans of said documents.
2. The building is fully occupied and will remain so during the survey. The HKP team cannot disrupt the normal business operations of the building. No disruptions to County business may occur during daytime hours of 8:00am to 5:00pm Monday-Friday. No disruptions are allowed at the 6th floor juvenile detention area between 10:00pm and 6:00am Sunday-Saturday. "Disruptions" to generically include creation of noise, dust and vibrations that intrude into occupied areas. HKP to coordinate testing locations and schedule with Whatcom County in advance of testing and inspection activities.

**Reimbursables**

Miscellaneous Direct Reimbursables will be billed at 110% of actual cost.

Mileage will be reimbursed at State approved rates.

Thank you once again for the opportunity to provide these services. We are eager to begin to work with Whatcom County on this important project.

Sincerely yours,

[Signature]

Brian Poppe, AIA, LEED AP
Partner

BP/bp

- Wetherholt Attachment A: Aerial View of Building noting Roof Scope
- The Robinson Company Proposal, dated September 30, 2013
Attachments

  Wetherholt Attachment A: Aerial View of Building .................... (included)


Anderson Consulting Proposal, dated January 2, 2014 ....................... 4 pages

Wilson Engineering Fee Proposal Workbook, Revised Dec. 31, 2013 ....... 1 page

The Robinson Company Proposal, dated September 30, 2013 ............... 1 page
December 31, 2013

HKP Architects
314 Pine Street, Suite 205
Mount Vernon, Washington 98273

Attn: Brian Poppe

Ref: Building Envelope Condition Survey Proposal – Revised December 31, 2013
Whatcom County Courthouse
311 Grand Street
Bellingham, Washington

Greetings,

As discussed with Brian Poppe, we are pleased to submit our second proposal revision to assist with a condition survey of the building envelope of the Whatcom County Courthouse in Bellingham, Washington.

It is understood that the scope of work depicted in the previous proposals prepared by Wetherholt and Associates, Inc., dated September 31, 2013 and December 12, 2013, have been significantly reduced at the request of Whatcom County, in effort to conform to their budget limitations.

Our reduced scope of building envelope assessment will include items related to weatherproofing/waterproofing of exterior walls and roofs. Curtain walls, window assemblies, below grade waterproofing, and roof drains/plumbing are excluded from our scope.

The Whatcom County Courthouse condition survey includes three buildings constructed at different times; the original 1930’s building, the 1972 addition, and the 1991 addition.

It is understood that a condition survey of the Whatcom County Courthouse exterior envelope was conducted by Krazan & Associates, Inc. in 2007. The draft report is dated September 17, 2007.

Our services may be best described in the following phases with sub-tasks.
Phase 1 – Visual Investigation (with limited intrusive openings of the roofs)

1.1 Review of existing building documents provided by Whatcom County and HKP Architects. Documents should include existing as-build architectural and structural drawings, specifications, and relevant facilities documents.

1.2 Attend up to one (1) preliminary site meeting with HKP, Tatley Grund, and other consultants to walk the building and interview facilities personnel.

1.3 Attend up to one (1) meeting with HKP, Tatley Grund, and other consultants to determine scope of visual investigation and schedule.

1.4 Prepare Wetherholt’s scope of visual investigation and approximate schedule and submit to HKP Architects.

1.5 Attend up to one (1) meeting with HKP Architects, Tatley Grund, other consultants and Whatcom County personnel to review the non-destructive investigation and schedule.

1.6 Perform visual survey of the interior of the building with HKP Architects, Tatley Grund, other involved consultants, and Whatcom County personnel (if necessary). Tatley Grund to provide interior ladder access as necessary. Assume up to four (4) site visits after normal work hours.

1.7 Perform visual survey of the existing roof areas per the Roof Scope Plan prepared by Whatcom County (Exhibit A), including the following (note review and testing of drains and plumbing are excluded from our scope):

A. Visual survey of the existing roof areas depicted in the Roof Scope Plan prepared by Whatcom County. Roof access to be provided by Tatley Grund. Assume up to two (2) site visits during normal work hours and one (1) site visit during the weekend.

B. Up to two (2) core cuts will be performed at various ballasted asphalt roofs to verify the existing roof assemblies. Core cuts and repairs shall be performed by Tatley Grund and/or approved roofing sub-contractor hired by Tatley Grund.

C. Assess existing conditions beneath perimeter coping metal at up to eight (8) locations, which may include newer roof areas. Coping metal to be temporarily removed and replaced to pre-opening conditions by Tatley Grund. Work and observation to be performed in conjunction with item 2.5 (destructive investigation of the exterior walls from the exterior side).

1.8 Perform visual survey of the exterior walls including the following:

A. Cursory infrared scan of 1930’s building, 1972 addition, and 1991 addition to attempt to determine possible moisture infiltration and air leakage areas. Detected areas of anomaly will be generally mapped out in the field and included in the condition report. Assume up to one (1) site visit (weather dependent) after normal working hours (at night) to perform the infrared scan.

B. General visual assessment of exterior wall conditions including existing wall cladding, sealant joints, expansion joints, and exposed flashing transitions on the 1930’s building, 1972 addition, and 1991 addition. Assume assessment of all exterior wall surfaces, accompanied by HKP Architects. Exterior wall access to be provided by Tatley Grund. Assume up to five (5) site visits during the weekends.
C. Perform RILEM Tests on up to 10 total areas of the existing brick panels, brick veneer, and EIFS on the 1930’s building, 1972 addition, and 1991 addition. Exterior wall access to be provided by Tatley Grund.

1.9 Attend a meeting with HKP, Tatley Grund, other consultants to review findings.

1.10 Prepare a roof condition evaluation report (to be included in the building envelope condition report) including photographs, documenting findings, a roof condition spreadsheet, a basic roof plan labeling roof areas, and general recommendations for repair and/or replacement. Assume up to three (3) weeks for preparation of report.

1.11 Communicate with the condition survey team and answer questions that may arise during the non-destructive investigation.

Phase 2 – Water Testing and Destructive Investigation of the Roof and Exterior Walls

2.1 Attend up to one (1) site meeting with HKP Architects, Tatley Grund, and other consultants to determine a scope of water testing and destructive investigation, including walking the interior of the building with Whatcom County personnel.

2.2 Prepare Wetherhold’s scope of water testing, destructive investigation, and approximate schedule and submit to HKP Architects.

2.3 Attend up to one (1) meeting with HKP Architects, Tatley Grund, other involved consultants, and Whatcom County personnel to review the water testing and intrusive investigation scope and schedule.

2.4 Perform water testing at up to six (6) exterior wall locations. Each wall location may include sequential testing of various transitions working from the bottom of the wall to the top. Access and testing equipment to be provided by Tatley Grund. Testing equipment provided by Tatley Grund to include (but not limited to) ¾ inch hose, water pressure booster pumps, spray racks, visqueen, and tape. Testing equipment provided by Wetherhold to include a Monarch Spray Nozzle and flouresceine dye to be utilized for isolated testing as necessary. Spray rack testing will be performed by Tatley Grund as directed by Wetherhold. Smaller areas of isolated testing with a Monarch Nozzle and dye will be performed by Wetherhold. Assume up to three (3) days of testing during the weekends.

Visual review from the interior will be performed during water testing which will require destructive openings of the interior sides of the exterior walls (performed and repaired by Tatley Grund) to assess potential leakage. Assume up to 6 (six) wall openings during water testing (approximately 2’x2’ each). Tatley Grund will be responsible for fully cleaning, repairing, and restoring the interior spaces (back to pre-test conditions) once water testing is complete.

2.5 Perform destructive investigation of the exterior walls from the exterior sides. Assume removal of up to twenty (20) areas of EIFS and ten (10) areas of brick cladding. Assume wall openings will be approximately 2’x2’. Destructive openings, access, and repair to be performed by Tatley Grund. Initial exterior repairs will be temporary in nature but installed in a weather-tight manner that blends in with the adjacent finishes. Final long term repairs will be performed by Tatley Grund, matching and restoring existing materials and finishes (back to pre-test conditions), within a timeframe agreed upon by the architect. Assume up to five (5) days of testing during the weekends.
2.6 Perform destructive investigation of the exterior walls from the interior sides. Assume removal of interior finishes to assess the exterior wall conditions at up to twenty five (25) locations. Assume wall openings will be approximately 2'x2'. Destructive openings, access, and repair to be performed by Tatley Grund. Interior openings to be restored back to pre-opening condition, matching existing materials and finishes, within a timeframe agreed upon between Tatley Grund and the architect. *Assume up to five (5) days of testing after normal work hours.*

2.7 Install up to ten (10) data loggers in the exterior walls from the interior side during the destructive investigation. Data loggers will remain in the walls for up to two weeks. Opening up the interior sides of the exterior walls and repair will be performed by Tatley Grund. Interior openings to be restored back to pre-opening condition, matching existing materials and finishes, within a timeframe agreed upon between Tatley Grund and the architect. *Assume up to one (1) day for removal of data loggers after normal work hours.*

2.8 Attend a meeting with HKP Architects, Tatley Grund, and other consultants to review findings.

2.9 Prepare an envelope condition evaluation report (including the roof condition evaluation) including photographs, documenting findings, recommendations for repair/replacement, and/or recommendations for additional testing. *Assume up to three (3) weeks for preparation of report.*

2.10 Attend a meeting with HKP Architects, other consultants, and Whatcom County personnel to discuss our findings and recommendations for repair and/or additional testing.

2.11 Communicate with the condition survey team and answer questions that may arise during water testing and the destructive investigation.

## Additional Items and Exclusions

- It is understood that due to the requested scope reductions, several existing envelope issues may not be discovered during the evaluation phase and may not be included in the envelope design phase. As a result, it would be prudent for Whatcom County to set aside a robust contingency for the construction phase, to cover the cost of additional/unforeseen issues that may be discovered while repair work is performed. It is also important to note that some existing problematic envelope issues may not be discovered throughout the entire evaluation, design, and repair process and may need to be addressed as discovered post construction, on a case-by-case basis.

- Wetherolt’s envelope condition survey and report will pertain to weather-proofing and water-proofing related to the roofs and exterior walls, specifically, exterior wall assemblies, roofing assemblies and related flashing transitions. Our scope excludes windows, curtain walls, roof related drains/plumbing, below-grade waterproofing, slabs on-grade, hazardous materials, mold, mechanical systems, structural/seismic issues, and costing analysis. We understand that other consultants will be assessing various building envelope items excluded by Wetherolt.

- Any testing (including spray testing) and documentation of the existing windows and curtain wall assemblies will be directed and performed by the window/curtain wall
consultant, assisted by Tatley Grund and QED, and should be coordinated with the architect as necessary.

- Water testing performed and/or directed by Wetherholt and Associates, Inc. will not be performed to a specific industry testing standard (ASTM or AAMA). Testing will be conducted in a manner that generally provides continuous water exposure of specific exterior building components in an effort to reproduce leakage or assess existing water management of the exterior building components.

- During intrusive investigation of the exterior walls from the interior side we will perform limited review the condition of the existing vapor retarders (if existing).

- Our portion of the envelope condition report will be submitted to HKP Architects to include in the more comprehensive final condition report compiled by HKP, which should include related reports/documents prepared by HKP Architects and other involved consultants. The report prepared by Wetherholt and Associates will include:
  1. Written descriptions of existing conditions and observations as related to weatherproofing/waterproofing of the roofing and exterior wall assemblies.
  2. Written descriptions of recommendations for repair, replacement, and or additional testing recommendations as related to weather-proofing/water-proofing of the roofing and exterior wall assemblies.
  3. Photographs.
  4. Roofing condition spreadsheet.
  5. General building floor plans depicting areas of interior destructive testing.
  6. General exterior wall elevations depicting areas of potential moisture infiltration detected by the infrared scan and areas of destructive openings.

- All areas of known leakage in the walls and roofs should be provided to the investigation team by the owner. We will attempt to verify other potential leak sources, but it is important to note that without full removal of all of the exterior components, verifying all existing moisture infiltration sources is not realistic.

- Additional exterior wall and roof openings should be performed by the architect and other project consultants as necessary to gain a further understanding of the exterior wall assemblies, roofing components, and structure for future design implementation.

- During water testing, it should be understood that we will be systematic in our investigation. However, there are no guarantees that we will discover the exact source of leaks and/or all sources of leaks in a timely manner. This will depend on the location and number of sources contributing to the leaks. Due to the nature of water testing, we are not responsible for any subsequent damage that may occur during testing. Tatley Grund should provide reasonable efforts to protect adjacent areas.

- Separate proposals will be submitted by Wetherholt for the design and construction phases of the project, which are not included in this budget estimate.

- We understand that Tatley Grund (General Contractor) and other involved consultations will be contracting directly with the architect throughout the project. The costs for their services are not included in our estimated budget.

A budget of $125,986.75 should be set aside for our services for the envelope condition survey.
A break-down of our fees is as follows:

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<td>1.7.c Removal of coping metal (included with destructive testing of the exterior walls).</td>
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<td>2.5 Destructive testing of exterior walls from the exterior (including removal of coping metal).</td>
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<td>2.7 Retrieve data loggers.</td>
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<td>2.9 Prepare envelope condition survey report.</td>
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<td>Additional oversight and review by a principal at Wetherholt and Associates, Inc. billed at $150 per hour. Assume 30 hours total.</td>
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The actual cost for services will depend upon the time spent and the extent of work performed. Billing will be on an hourly basis and bills are itemized showing dates, hours, and description of work performed. Should it appear the probable cost of consulting services will be exceeded, authorization would be requested prior to the performance of additional work.

The billing rate for Ray Wetherholt, PE/RRC/RWC/REWC/RBEC/FRCI; Bill Cypher, RRC, FRCI; Don Davis, RRC/RWC/REWC/RBEC; Bob Card, RRC/RWC/REWC/RBEC/GRP, Jorja Hopkins, RRC, RRO; Shane West, RRO, GRP, Principals of Wetherholt and Associates, Inc. is $150/hr. Field Engineers are billed at $120/hr. Roofing Application Inspectors and Technical Services are billed at $75/hr for straight time, overtime at $112.50/hr and off-hours work (after 5PM and weekends) at $112.50. Technical Assistants are billed at $60/hr. Expenses are billed at cost plus 10%. Mileage will be billed at $0.56 per mile. Time is billed portal to portal.

Wetherholt and Associates, Inc. is totally independent and does not have any financial interest in any roofing, waterproofing, or construction company. We also do not guarantee the product application or materials, as this is the province of the manufacturer and applicator. We provide experienced eyes and judgment, along with detailed reporting to represent the client in a professional manner.

We have performed similar services for clients including City of Seattle Fleets and Facilities, Everett School District, and Washington State DES. Services included investigation of leakage, and evaluation of roof membrane, wall transitions, sheet metal flashings, below grade waterproofing, and walking decks.

By retaining Wetherholt and Associates, Inc. you will be working with a knowledgeable consultant familiar with the various building envelope systems available. However, due to the nature of building envelope specification, installation, and consulting, we have found it necessary to limit our liability.

By acceptance of our proposal, the Client agrees to indemnify and hold harmless Wetherholt and Associates, Inc. from any and all claims and liabilities arising out of the work undertaken on the project. Any liability of Wetherholt and Associates, Inc., shall be based upon the sole negligence of Wetherholt and Associates, Inc., and limited to the fee paid or $10,000, whichever is greater.

In summary, we try to represent the client in a fair, professional manner that will result in a weatherproof assembly, which lasts for the long term.

Should our proposal merit your approval, please so indicate your understanding and authorization to proceed by your signature below or issuance of a purchase order referencing this proposal, and return a signed copy to us.
Thank you for the opportunity to discuss our services. If you have any questions or if we may be of further assistance, please do not hesitate to call.

Respectfully,

Michael Caniglia, RRC/RWC/REWC/RBEC
Field Engineer
Wetherholt and Associates, Inc.

Attachments: Exhibit A (Roof Scope Plan prepared by Whatcom County)
January 6, 2014

Brian Poppe
314 Pine Street, Suite 205
Mount Vernon, WA 98273
bpoppe@hkpa.com

Re: Whatcom County Courthouse-Investigation Assistance

Mr. Poppe,

Pursuant to your request, the following is our brief description and updated fee proposal for destructive investigation assistance at the Whatcom County Courthouse, located at 311 Grand Street, Bellingham, WA. The proposal reflects that investigation assistance, destructive investigation and associated repairs will be performed by TGI with direction from HKP Architects.

I. Inclusions:
   - Interior and exterior protection as needed and requested by Whatcom County.
   - Supply swing stage, ladders and other needed forms of access to all areas of the investigation.
   - Removal of cladding components and interior finishes.
   - Repair all destructive openings to a finish state and as advised by HKP.
   - Retain the use of a qualified subcontracted roofing company to perform core cut outs and repairs as required per Wetherholt and Associates scope of investigation.
   - The extent of destructive investigation and potential repairs required may increase or decrease due to the findings. The scope of work is based upon the initial site walks and condition survey report prepared by Wetherholt and Associates.

II. Fee schedule:
    Due to the restrictive work parameters it was difficult to provide a standard hourly rate for the Whatcom County Courthouse project. The following is the fee structure to be applied:
    - Standard time: (M-F less 40 hours) $58.13 per hourly rate.
    - Time and one half: (Saturday, as required by union/state law) $83.43 per hourly rate.
    - Double time: (Sunday, as required by union/state law) $108.65 per hourly rate.
    - Labor, materials, equipment and subcontractors will be marked up 15% on costs.

Thank you for the opportunity to provide services to help assist in the Whatcom County Courthouse project.

Sincerely,

Brandon Keller
Project Manager
TATLEY-GRUND, INC
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<td>220,120</td>
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</table>
January 2, 2014

HKP Architects
314 Pine Street, Suite 205
Mount Vernon, WA  98273

Attn: Brian Poppe

Re: Whatcom County Courthouse
   Revised Condition Survey Proposal

The following revised proposal is to assist with the condition survey of the Whatcom County Courthouse in Bellingham, WA. I understand the Central Plaza Building will not be included with my work. My scope will be limited to the windows and curtain wall at the two building additions of 1972 and 1991. The 1948 original building is to have the original windows replaced. It will include direction for water testing the windows and curtain wall including their immediate surround to verify performance and perimeter seals by QEDLAB. They will require access to water and electricity to be provided by the owner.

Access to the exterior windows and curtain wall will be provided by Tatley Grund and coordinated while they are on site. The window replacement in the 1948 building shall comply with the 2012 Washington State Energy Code (WSEC). Existing insulated glass units in the 1972 and 1991 additions will be reviewed for seal failures to be included with the present Whatcom Facilities survey. Failed units can be replaced with like find units without complying with the 2012 WSEC as long as the original framing systems are not replaced. Adding additional sill pan flashings may or may not be required and will be reviewed later with additional information of the systems presently installed.

The task outline provided by HKP Architects will be used to further describe my scope of services as outlined below.

**TASK 1**

Review all drawings, specifications and other information supplied by Whatcom County to identify areas of investigation including the survey provided by Krazan & Associates dated
September 17, 2007. Attend one (1) meeting with the HKP team to outline scope of review and testing intended.

**TASK 2**

Review responses to the employee interviews conducted by the HKP team and any photos to assist in selecting window and/or curtain wall test areas.

**TASK 3**

3a. Conduct physical examination of the building’s exterior at the windows and curtain wall. This is to be done simultaneously with Tatley Grund who is providing access to the exterior walls. One (1) site visit is allowed with review of Wetherholt’s infrared photo scans.

3b. In place water testing of windows and/or curtain wall assemblies shall be performed by QEDLAB at locations determined from the exterior survey and reports of interior damage. Testing shall be per ASTM E-1105 to determine the performance capability of the systems and the surrounding seals. An allowance at this time is for one (1) water test including set up of the chamber and monitoring of the water testing.

3c. Provide documentation of conditions found during the water testing and the results. QEDLAB will provide an official report of the water testing results.

**TASK 4**

Task 4 is included with task 3.

**TASK 5**

Task 5 is included with Task 3.

**TASK 7**

Testing to cover water paths in the wall is performed by Wetherholt and Tatley Grund.
TASK 9

Attend one (1) meeting with the HKP team to review findings and repair options to the windows and curtain wall.

In this revised proposal I have cut back on site visits relying being able to review photos of work by others on the team. Thank you for the opportunity to quote you these services. If you have any questions or require further information, please call.

Sincerely,

Anderson Consulting

[Signature]

Curt Anderson
January 2, 2014

HKP Architects
314 Pine Street, Suite 205
Mount Vernon, WA 98273

Attn: Brian Poppe

Re: Whatcom County Courthouse
  Revised Condition Survey Proposal Fees

TASK 1 ................................................................. $1500.00

TASK 2 ................................................................. $600.00

TASK 3a................................................................. $2000.00

  3b ................................................................. $5500.00

  3c ................................................................. $1000.00

Task 9 ................................................................. $1100.00
### Wilson Engineering Proposal

**P-4673  Whatcom Courthouse Evaluation  Fee Proposal Workbook  Revised Dec 31, 2013**

<table>
<thead>
<tr>
<th>Task #</th>
<th>Description of Task</th>
<th>Wilson Hrs</th>
<th>Notes</th>
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<tr>
<td>1</td>
<td>Review Documents</td>
<td>3</td>
<td>Including structural and arch details</td>
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<tr>
<td>2</td>
<td>Interview WC Staff</td>
<td>2</td>
<td>Follow up interviews by team where structural issues are indicated</td>
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<tr>
<td>3</td>
<td>Determine Testing Extent</td>
<td>3</td>
<td>Review and comment on extent recommended by team</td>
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<td>4</td>
<td>Water Testing</td>
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<td>a</td>
<td></td>
<td>28</td>
<td>Research, calculations, sketches</td>
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<tr>
<td>b</td>
<td></td>
<td>16</td>
<td>Not by Wilson</td>
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<tr>
<td>7</td>
<td>Repair of Finishes</td>
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<td>Write, edit, respond to comments by team, submit final</td>
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<td>8</td>
<td>Written Evaluation</td>
<td>4</td>
<td>Potential for extra work &quot;scope creep&quot;, including mech room steel</td>
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<tr>
<td>TOTAL FEE</td>
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<td>$9,344</td>
<td>At $128 / hr rate</td>
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</table>
Brian Poppe  
HKP Architects  
314 Pine Street, Suite 205  
Mount Vernon, WA 98273  

Dear Brian:

The Robinson Company is pleased to present our proposal for cost estimating services for the Whatcom Co Courthouse and Central Plaza Building exterior repairs/weatherization project. This is a great project and we look forward to working with you and the Owner as the project moves forward.

Our proposal includes estimating the patch and repair of the exterior finish system and associated deteriorated components as described in the investigation and evaluation reports. Our proposal excludes estimating asbestos abatement. Our proposal is based on an hourly, not to exceed amount of $11,850 with the following anticipated scope and tasks.

- Review existing documents and photos for both buildings
- Review of proposed solutions to identified issues for both buildings
- Cost Estimating of proposed solutions to identified issues for both buildings
- Construction Schedule for both buildings
- Cost/schedule Impact for occupied buildings

Below is the anticipated breakout for each building:

- Whatcom Co Courthouse – 6 story building. $9,050
- Central Plaza Building – 1 story building $2,800

Not Included in this project

Following are our hourly rates for this project:

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<tr>
<th>Position</th>
<th>Rate</th>
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<td>Sharon Kennedy, Principal in Charge</td>
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<tr>
<td>Dan Cassady, Chief Estimator</td>
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<tr>
<td>Arch/Mech/Elect Estimator</td>
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Brian, thank you for asking The Robinson Company to provide you a proposal for this project and we look forward to working with you and your team on it. If there are any questions, please give me a call.

Very truly yours,

Sharon Kennedy

Sharon Kennedy
# WHATCOM COUNTY COUNCIL AGENDA BILL

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<th>CLEARANCES</th>
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<th>Date Received in Council Office</th>
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<td>5/6/14</td>
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<td></td>
<td>4/29/14</td>
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**TITLE OF DOCUMENT**

Contract amendment between Whatcom County and the Nooksack 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 Nooksack 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:       Nooksack Valley School District, Behavioral Health Services
           Amendment #2
DATE:     April 24, 2014

Enclosed are two (2) originals of a contract amendment between Whatcom County and
the Nooksack Valley 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
  continue to provide behavioral health services within the Nooksack Valley School District
  over the summer months of 2014 and extend the contract through the 2014-2015
  academic year.

- **Funding Amount and Source**
  The source of funding for this amendment, in an amount not to exceed $114,000, 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 includes an increase to the annual contract budget in excess of 10%.

- **Differences from Previous Contract**
  This amendment adds funding for subcontracted mental health services over the
  summer months and extends the contract another year with increased funding to support
  a new position of Intervention/Prevention Specialist during the 2014-2015 school year.

Please contact Joe Fuller at extension 30684 if you have any questions regarding this
amendment.

Encl.
# WHATCOM COUNTY CONTRACT
## INFORMATION SHEET

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<td>Joe Fuller</td>
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<tr>
<td>Contractor's / Agency Name:</td>
<td>Nooksack Valley School District</td>
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**Is this a New Contract?** Yes [X] No [ ]

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

**If Amendment or Renewal, Original Contract #** 201207030-1

**Does contract require Council Approval?** Yes [X] No [ ]

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

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

**CFDA #**

**County Grant Administrator** Joe Fuller Extension #: 30684

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

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

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

**If yes, RFP and Bid number(s)***

**Contract Cost Center:** 124100

**Is this service agreement excluded from E-Verify?** Yes [X] No [ ]

- Professional services agreement for certified/licensed professional
- Contract less than $100,000.
- Contract work is all performed outside U.S.
- Interlocal Agreement (between Govt's)
- Public Works - Local Agency/Federally Funded FHWA

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

$ 128,000

**This Amendment Amount:**

$ 114,000

**Total Amended Amount:**

$ 242,000

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

- Professional Services Agreement above $25,000.
- Bid is more than $40,000.
- Amendments that provide 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 Nooksack Valley 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:

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<td>6. Attorney signoff:</td>
<td>Date 4-28/14 [summary via electronic; hardcopies]</td>
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<tr>
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<td>Date [electronic]</td>
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<td>9. Council approved (if necessary):</td>
<td>Date [electronic]</td>
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<td>10. Executive signed:</td>
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<td>11. Contractor Original Returned to dept:</td>
<td>Date [electronic]</td>
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<td>12. County Original to Council</td>
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WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201207030

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

AND CONTRACTOR:
Nooksack Valley School District
3326 E. Badger Rd.
Nooksack, WA 98276

AMENDMENT NUMBER: 2
CONTRACT PERIODS:
Original: 9/1/2012 – 8/31/2013
Amendment #1 9/1/2013 – 8/31/2014
Amendment #2 5/12/2014 – 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”, to increase the number of students to be served by revising the first bullet as follows:
   • Provide behavioral health services to at least 85 students, ages 5 to 18 years, and their families as appropriate, each year. Those served will be students in the Nooksack Valley School District who have been identified to have or to be at risk of developing mental health and/or substance abuse issues.

3. Amend Exhibit A “Scope of Work”, by adding the following bullet:
   • The behavioral health services provided under this contract are funded by local Whatcom County sources. Subcontracted services may include screening students and/or families for service eligibility, consulting with school staff, mental health assessments, individual and family counseling, group counseling, case management, referral to additional support services, and other mental health services not provided by other funding sources.

4. 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.

5. The effective date of the extension is May 12, 2014.

6. Funding for the extended contract period (9/1/2014 – 8/31/2015) is not to exceed $89,000.

7. Funding for the total contract period (9/1/2012 – 8/31/2015) is not to exceed $242,000.
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 4/24/14

DEPARTMENT HEAD APPROVAL:  
Regina A. Delahunt, Health Department Director  
Date 4/29/14

APPROVAL AS TO FORM:  
Royce Buckingham, Civil Deputy Prosecutor  
Date 1/28/14

FOR THE CONTRACTOR:

Contractor Signature  
Print Name and Title  
Date 4/23/14

STATE OF WASHINGTON)  
COUNTY OF WHATCOM )

On this 23 day of April, 2014, before me personally appeared Cindy Stockwell, 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.

NOTARY PUBLIC in and for the State of Washington Residing at Bellingham.

My Commission expires: 10-16-14

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:
The source of funding for this contract, in an amount not to exceed $242,000, 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

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<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Resource Coordinators (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$19,808</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>$43,992</td>
</tr>
<tr>
<td>Travel</td>
<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>Program Supplies and Materials</td>
<td>General Ledger Detail</td>
<td>$100</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$64,000</strong></td>
</tr>
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</table>

### 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>
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<tbody>
<tr>
<td>Family Resource Coordinators (including salary and benefits)</td>
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<td>$19,808</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>$68,992</td>
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<tr>
<td>Travel</td>
<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>
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<td>Program Supplies and Materials</td>
<td>General Ledger Detail</td>
<td>$100</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$89,000</strong></td>
</tr>
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The Contractor may transfer funds between contract budget years 1 and 2 with prior written County approval.
### Year 3 Contract Budget 9/1/2014 – 8/31/2015

<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Resource Coordinators (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$19,808</td>
</tr>
<tr>
<td>Intervention/Prevention 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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<tr>
<td>Travel</td>
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</tr>
<tr>
<td>Program Supplies and Materials</td>
<td>General Ledger Detail</td>
<td>$100</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$89,000</td>
</tr>
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The Contractor may transfer funds between budget line items in an amount up to 10% of the total annual budget with prior written County approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of the academic year (September through December) without prior written County approval.

The Contractor shall not invoice the County for services that are reimbursable by any other source. This contract shall be the funding source of last resort.

**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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<td>January and February</td>
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<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**

<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></td>
<td>3/31/14</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Division Head:</td>
<td></td>
<td>4/23/14</td>
<td></td>
<td></td>
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<tr>
<td>Dept. Head:</td>
<td></td>
<td>4/23/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>4/28/14</td>
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<td></td>
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<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>4/22/14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>4/29/14</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Contract amendment between Whatcom County and the Mt. Baker 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

**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 Mt. Baker 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.
Enclosed are two (2) originals of a contract amendment between Whatcom County Health Department and the Mt. Baker School District for your review and signature.

- **Background and Purpose**
  This contract is one of several contracts being initiated as 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 behavioral health services delivered during the remainder of this year, and extend the contract through the 2014-2015 school year. This amendment will result in an increase in the dosage of service by increasing the frequency of support for youth currently receiving services, and additional outreach to identify new students to serve.

- **Funding Amount and Source**
  The source of funding for this contract, in an amount not to exceed $115,000, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the current budget. 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 in funding to serve additional youth with behavioral health needs and to also increase the frequency of support among youth currently receiving services. This amendment also extends the contract an additional 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:** Mt. Baker School District

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes (X) No ( )</td>
</tr>
<tr>
<td>Yes ( ) No (X) If Amendment or Renewal, Original Contract #</td>
<td>201207024</td>
</tr>
<tr>
<td>Does contract require Council Approval? Yes ( ) No (X)</td>
<td></td>
</tr>
<tr>
<td>Yes ( ) No (X) If yes, grantor agency contract number(s)</td>
<td></td>
</tr>
<tr>
<td>County Grant Administrator Joe Fuller Extension #: 30684</td>
<td></td>
</tr>
<tr>
<td>Is this contract grant funded? Yes ( ) No (X) 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? Yes ( ) No (X) If yes, RFP and Bid number(s)</td>
<td></td>
</tr>
<tr>
<td>Is this service agreement excluded from E-Verify? Yes (X) No ( ) If yes, indicate exclusion(s) below:</td>
<td></td>
</tr>
</tbody>
</table>

- Professional services agreement for certified/licensed professional
- Contract less than $100,000
- Interlocal Agreement (between Gov’t’s)
- Public Works - Local Agency/Federally Funded FHWA
- Contract for Commercial off the shelf items (COTS)
- Work related subcontract less than $25,000
- Work related subcontract more than $25,000

| 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 Mt. Baker 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]  
Date 3/31/14 [electronic]  
Date 4/21/14 [electronic]  
Date 4/22/14 [electronic]  
Date [ ] [electronic] hard copy printed  
Date [ ] [electronic] [summary via electronic; hardcopies]
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201207024

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

AMENDMENT NUMBER: 1

CONTRACT PERIODS:
Original: 9/1/2012 – 8/31/2013
Amendment #1 9/1/2013 – 8/31/2014
Amendment #2 5/12/2014 – 8/31/2015

AND CONTRACTOR:
Mt. Baker School District
4956 Deming Rd.
Deming, WA 98244

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 revising the number of students to be served by revising the first bullet as follows:

   - Provide behavioral health services to at least 160 students, ages 5 to 18 years, and their families as appropriate, each year. Those served will be students in the Mt. Baker School District who have been identified to have or to be at risk of developing mental health and/or substance abuse issues.

3. Amend Exhibit A “Scope of Work”, by adding the following:

   - The behavioral health services provided under this contract are funded by local Whatcom County sources. Subcontracted services may include screening students and/or families for service eligibility, consulting with school staff, mental health assessments, individual and family counseling, group counseling, case management, referral to additional support services, and other mental health services not provided by other funding sources.

4. Amend the Exhibit B “Compensation” Year 2 budget table by adding $25,000 in additional funding and add a new budget table for Year 3. A revised Exhibit B is attached.

5. The effective date of the extension is May 12, 2014.

6. Funding for the extended contract period (9/1/2014 – 8/31/2015) is not to exceed $90,000.

7. Funding for the total contract period (9/1/2012 – 8/31/2015) is not to 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 4/23/14

DEPARTMENT HEAD APPROVAL: 
Regina A. Delahunt, Health Department Director 
Date 4/23/14

APPROVAL AS TO FORM: 
Royce Buckingham, Civil Deputy Prosecutor 
Date 4/28/14

FOR THE CONTRACTOR:

[Signature] 
Print Name and Title: Lani Linterman, Special Programs Director 
Date 4/22/14

STATE OF WASHINGTON) 
COUNTY OF WHATCOM)

On this ______ day of ______, 2014, before me personally appeared
[Signature] Lani Linterman, to me known to be the Special Programs Director who executed the
above instrument and who acknowledged to me the act of signing and sealing the same.

NOTARY PUBLIC in and for the State of Washington 
Residing at Bellingham.

My Commission expires: 07-11-2016

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:
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>Family Resource Coordinators (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$39,600</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>$25,000</td>
</tr>
<tr>
<td>Travel</td>
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<td>$300</td>
</tr>
<tr>
<td>Program Supplies and Materials</td>
<td>General Ledger Detail</td>
<td>$100</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
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**Invoicing**

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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.
A discussion on the complexities of code enforcement and the absence and/or ambiguity of certain regulations in the Whatcom County Zoning Ordinance, Title 20.

Copy of a memo to county council dated April 16, 2014 titled, “Issues Effecting Code Enforcement.”

Discussion regarding the absence and/or ambiguity of certain regulations in the Whatcom County Zoning Ordinance, Title 20 making it difficult for code enforcement to respond to citizen complaints such as vacation rentals, motocross tracks, recreational vehicles, junk storage and other nuisances.
MEMORANDUM

TO: Whatcom County Council Members

THROUGH: J.E. "Sam" Ryan, Director

FROM: Suzanne Bosman, Senior Planner

DATE: April 16, 2014

SUBJECT: Presentation to the PD Committee on Issues Effecting Code Enforcement

Whatcom County Planning and Development Services (PDS) staff is responding to the request by the County Executive and the County Council regarding how code enforcement cases are processed and the challenges confronting code enforcement officials due to the ambiguity and/or the absence of zoning code regulations.

In response to this request, staff would like to present a brief presentation to the PD committee on May 6, 2014.

Please refer to the April 16, 2014 memo titled, "Issues Effecting Code Enforcement" included with the April 17, 2014 agenda bill.
MEMORANDUM

TO: Council Members

THROUGH: J.E. "Sam" Ryan, Director

FROM: Suzanne Bosman, Senior Planner

DATE: April 16, 2014

SUBJECT: Issues Effecting Code Enforcement

In September 2013, Executive Louws directed the Code Enforcement Office to provide him with the top ten code amendment issues that prevent staff from better serving the public and/or enforcing the code. Staff came up with a list of frequent complaints received by the public, that due to the lack of regulations or the ambiguity of existing text, make violations difficult to enforce. We added vacation rentals to our list due to the recent complaints received by the Executive and County Council Offices.

The most prevalent issues affecting the code enforcement office can be broken down into four categories. A brief presentation regarding some of these issues will be presented to the county council at the PD Committee Meeting on May 6, 2014:

1. Complaints most frequently received by the public that are difficult to enforce
2. Absence of Regulations
3. Logistics and ambiguity of existing code
4. Complexities of Code Enforcement (procedures, time, staff, challenges, attorneys, etc.)

I. Complaints Most Frequently Received

1. Beekeeping (in the RR, RR-I, UR and other higher density zone districts).

Discussion: We receive frequent complaints that young children and animals cannot go outside in their own backyard because they'll be stung by swarms of bees kept by their neighbors. Bees also leave a black tar like substance that cannot be removed from people's cars, boats, homes, etc. Existing small lot subdivisions such as Paradise Lakes Country Club, Lummi Island Scenic Estates, Tweed Twenty, etc. are among those affected. Beekeeping may be better suited in the Rural or Agricultural zone district.

2. Livestock Regulations (specifically pertaining to fowl).

Discussion: Our current livestock regulations are imposed for parcels of less than 10 acres in the UR, RR, RR-I, Rural or Forestry zone districts. The intent is to allow for small hobby farms when not part of a larger agricultural operation. Livestock is determined by animal units which equates to 1,000 pounds of livestock live weight. The average chicken weighs 3-5 pounds. In using this measure of calculation and assuming the average chicken weighs four pounds, then on a half an acre you can have 250 chickens.
Staff frequently receives complaints regarding the number of chickens allowed on small lots in subdivisions (such as those listed above under #1). The stench from the chicken waste is unbearable and to allow 100-300 chickens seems excessive. We should put a limit on the number of fowl you can have for hobby farms. In addition, we have no restrictions regarding roosters. Many jurisdictions don’t allow roosters or have limitations regarding them.

3. Non-Permitted Storage

Discussion: Enforcement staff frequently receives complaints about sites with junked cars or that have an assortment of junk on the property. WCC 20.80.540 states, “For the protection of the quality of residential and commercial areas, and to maintain individual property values, the indiscriminate deposition of discarded vehicles, used building materials, equipment, appliances and assorted junk shall be prohibited in all Residential and Commercial Zone Districts.

Therefore, if the site is in the Rural or Agricultural zone, then there is nothing we can do to enforce it. I’ve been told that the code was written this way intentionally because people that purchase property in the Rural or Agricultural zone districts do so because they don’t want to live in higher density housing developments. They want more freedom regarding the use of their land without having to deal with the restrictions that often come from home owner associations with private covenants and bylaws. Most jurisdictions have language that requires the cars to be operable or licensed. Perhaps a simple fix would be to prohibit this use in all zone districts with the exception that parcels of five or more acres in the Rural and Agricultural zones may keep non-permitted storage on their property if it is properly screened from view either by means of a fence or vegetative buffer.

II. Absence of Regulations – New Code Needed

1. Motocross Tracks (for personal use only)

Discussion: Every Spring staff is inundated with complaints regarding private motocross tracks. There are no regulations for this use anywhere in the code. A common complaint is the noise, dust and hours of operation. Perhaps we should allow for private motocross tracks for personal use only, with specific criteria (i.e. specific zone districts, minimum acreage, setbacks from property lines, buffering, etc.)

2. Towing & Impound Yards

Discussion: Several reputable tow truck companies have wanted to expand their business into the County but we only allow for “towing services when based at a service station”. In addition, the use is only allowed in two zone districts: Tourist Commercial (TZ) and Gateway Industrial (GI). We also do not allow for impound yards so if the car is towed it can’t be impounded. Perhaps the code should be amended to allow this use.

3. Temporary Vending/Mobile Units

Discussion: Mobile vending units are beginning to show up in parking lots around the county. The code enforcement team cannot answer whether they are legal or not legal since they’re not addressed anywhere in the code. Although, temporary vending units are exempt from a building permit what about use? We have coffee stands that are “portable” although they never move. There is no review for stormwater, traffic, zoning, landscaping, etc. In addition, they are establishing their use in a parking lot taking away parking space precisely required by the county for the initial primary use.

4. Pt. Roberts Notification Requirements

Discussion: The 15-day comment period required for discretionary permits does not provide enough time for people in Pt. Roberts to review the proposal and submit their comments.
Mail sent from the U.S. to Canada often takes up to a week for delivery. Due to the unique geographical location of Pt. Roberts no one can easily drop by the county’s office to review a project’s file.

People who own property or live in Pt. Roberts have suggested we do our legal notice in the All Point Bulletin as opposed to the Bellingham Herald since no one in Point Roberts receives the Bellingham Herald.

The County should consider changing WCC 2.33, WCC 20.84, and WCC 20.72 regarding permit review procedures for discretionary permits in Pt. Roberts to require a longer comment period and require the legal posting be published in the All Point Bulletin.

5. Vacation Rentals

Discussion: Complaints have been submitted to PDS by homeowners living on Lake Whatcom regarding the noise and commercial venues occurring on property’s being rented out for short-term vacation use (fewer than 30 days). The rentals are advertised on such internet sites as Vacation Rentals By Owner (VRBO).

Although there is a push by a few citizens to have legislation passed to regulate such uses, the pros and cons of such legislation will be discussed with the County Council PDS Committee. Planning and Development Services will be requesting direction from the county council if a zoning code amendment to limit and/or prohibit vacation rentals is needed.

III. Logistics and Ambiguity of Existing Code

1. Recreational Vehicles

Discussion: Staff has always had difficulty enforcing this code because of how it is written. Staff is willing to work with the Long Range Planners to explain the specific problems with this code since there are so many. A separate permit should be required and the length of time a person can stay in the RV should begin at that time. More and more people rent out RV’s on their property or simply allow people to live in an RV on their property for a fee. There is one on Northwest Avenue which is called Marc’s RV Park. There are four RV’s on this particular site and one single-family dwelling. This is a common occurrence throughout the County especially given the economy these past few years. It is near to impossible to enforce this code.

2. Home Occupations

Discussion: This code was a result of staff wanting to make a simple change to the definition of a Home Occupation. By the time it got through the Planning Commission and the County Council, we got an entirely different code; one that hinders true enforcement of the zoning ordinance for businesses. Now, the public can operate a business in an existing structure up to 8,000 square feet as a “Home Occupation” (even though it’s not in a home) and can operate this business without the need for Administrative Approval or a Conditional Use Permit. Now, it is an Accessory Use and there is no review for parking, landscaping, traffic, fireflow, stormwater etc. In fact, since the county doesn’t require business licenses we don’t even know these businesses exist. This will also create a bigger problem in the future if we have to determine whether or not a business was legally established in terms of nonconforming uses.

Staff receives complaints on a regular basis regarding long haul trucking companies that have moved their businesses from the industrial parks to their homes. Complaints received include a decrease in neighboring property values, aesthetics, noise from refrigerated trucks left running over night and diesel trucks starting as early as 3:00 AM and are left to idle as they warm up.
3. WCC 20.80 – Supplementary Requirements

Discussion: This chapter of the Whatcom County Zoning Ordinance has become a “catch-all” for all sorts of criteria. Some sections should be separate ordinances such as a Clearing Ordinance or a Sign Ordinance, and other sections have specific development criteria for each zone district that should simply be moved to the pertinent chapter for that zone.

This is very confusing for staff and it can result in giving the wrong information to the public. For example, setback criteria should be under the appropriate zone district, surface mining registration/inspection procedures should be under the surface mining section of the zoning code, height limitations surrounding airports should be in the zoning districts that surround the airport as shown on the map in the Comp Plan, etc.

4. Height Restrictions (cell towers, private antennas, flag poles, public utilities, etc.)

Discussion: Since Whatcom County has a separate chapter for Wireless Communication Facilities (WCC 20.13) and cell towers are obviously going to exceed the typical height restrictions of the general zone district, staff has assumed that this chapter is exempt from the general height restrictions of the given zone district. However, the code should specifically state that cell towers are exempt from the height restrictions of the specific zone and may even want to consider a maximum height restriction.

However for Public Utilities (WCC 20.82) you can no longer assume there is or is not a height restriction. A Public Utility can be utility lines, sanitary sewer, pipelines, railroads, pump houses, equipment houses, electric substations and radio and television stations. Radio stations and television stations may broadcast through several antennas that make up the broadcast signal. This code does not specifically state that this chapter is exempt from height restrictions of the applicable zone district. Therefore, if not noted in the code, one must assume that public utility antennas are not exempt and cannot exceed the height restriction of the specific zone.

IV. Complexities of Code Enforcement

This section was added to reiterate the undeniable challenges faced by Code Enforcement that do not pertain to any inconsistencies in the code or the need to adopt additional regulations. The following is a list of some of the issues that impact Code Enforcement from processing complaints effectively and in a more timely fashion:

- **Time to Process**: It used to be easy to simply send a Notice of Violation, require someone to comply within 30-days, and then close the case. Over the years two things have been added to the equation: 1) More people hire Land Use Attorneys; and 2) People don’t care if we issue them fines because they don’t care about their credit or whether they’re sent to collection. Attorney involvement often results in compliance, but typically not until after many months or years of negotiations and agreed upon extensions.

Sometimes the cases are appealed which result in additional staff time and assistance from our Prosecuting Attorney. (This past year, the fee for an appeal went down while the time to process an appeal increased.)

- **When staff assesses penalties it does not mean the site will be brought into compliance. The County does not have an abatement fund. We do not abate properties or place liens against a property. Therefore, if someone elects not to bring their site into compliance, fines no longer matter. We’ve exhausted all resources.

- **Prioritization**: PDS has an Administrative Policy (PL1-76-001Z) for prioritizing enforcement cases:
**High Priority Violations** – Includes, but is not limited to, information that indicates a significant threat to public safety, property, and/or the environment.

**Moderate Priority Violations** – Includes, but is not limited to, information that indicates a probable, though not imminent, threat to public safety, property, and/or the environment.

**Low Priority Violations** – Includes, but is not limited to, information that does not indicate a probable/imminent threat to public safety, property, and/or the environment, although these cases may have included activities requiring prior review and/or permit approval through PDS. Low-priority violations may also include issues that are substantively civil in nature.

Since the enforcement staff does not do 100% code enforcement, and given the length of time it takes to process a code violation (to the point of compliance) staff only processes high priority cases.

The reality, however, is that most cases received by the public are assigned either a moderate or low priority status. This results in the public being very frustrated with staff since we are not able to process their complaint. We have to remember that regardless of the priority level given to their case, for the citizen, the on-going violation is negatively impacting their quality of life. It is equally frustrating for staff to receive the negative brunt of their frustration when there is simply nothing more we can do.

- **No Enforcement Outside PDS:** Most offices, outside of PDS, lack their own enforcement capabilities. Even if they don’t have a separate enforcement staff, they should have the ability to enforce their code. For example, the Whatcom County Health Department has the authority to enforce their code and they do so by issuing civil infraction.

Other departments don’t have enforcement language written in their code and therefore have no enforcement authority. They assume that PDS can enforce their regulations when in fact, we can’t.

For example, Public Works, Engineering has no means to enforce their development standards unless it is part of an application for a commercial building permit or through another land use permit. If a business is being operated from a site that does not have a structure, such as the operation of a contractor’s off-site equipment and storage yard, then a permit is not applicable and engineering has no ability to enforce their stormwater, traffic and access requirements because they have no means to review the project or collect fees.

Another example is with the Public Works, Division of River and Flood. Since they don’t have any enforcement authority they have no choice but to use our department to try to enforce their issues (which we typically have to do by creative enforcement through the Critical Areas Ordinance).

- **Co-Workers:** One of the greatest challenges for the Code Enforcement Team is in regard to our own co-workers. Every inspector sees violations. The Assessor’s may go to a site where there are multiple violations, the Fire Marshal’s Office may go to a fire resulting from the improper storage of flammables associated with an illegal business, and employees from the Division of River and Flood may see structures in the flood plain or floodway that require immediate removal. When this happens, staff drops everything and attends to their emergency. As a result, staff never gets to process the high priority cases from the public because we’re processing the high priority cases brought to us internally. This also happens with cases that come to us through the County Council.
Most jurisdictions require each department to do their own enforcement. Only when they have exhausted all resources is it turned over to code enforcement or to the Prosecuting Attorney’s Office.

- **Interns**: In the past our department had interns and support staff to assist with the simple but arduous tasks of doing research, pulling records, filing, etc. We ceased using interns from Western several years ago but they were a great asset and it was a benefit to both parties. If Code Enforcement had an intern (or one we shared with Current Planning) we could spend more time doing code enforcement. Instead, we spend too much of our time doing clerical duties and returning calls. We’ve already talked to Sam about this request and are hopeful we can bring interns back to PDS.

- **Staffing Issues**: The lack of staff throughout Planning and Development Services is the main reason we are unable to function effectively. There was once over 27 employees in Natural Resources/Current Planning. Now there are eight (eleven if you include Code Enforcement). In the past we had staff with expertise in a given area of assignment to process the permits needed to bring the site into compliance.

Now when code enforcement issues a Notice of Violation to a property owner and a building permit, shoreline permit, variance or other land use permit is needed, then the code enforcement officer processes these permits in addition to handling the enforcement case. Due to the time it takes to process the more difficult land use permits there is very little time remaining to do enforcement.
**TITLE OF DOCUMENT:** Executive Louws to read proclamation regarding WSU Extension 100th Anniversary

**ATTACHMENTS:** No attachments

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

County Executive Jack Louws will proclaim WSU Extension Day

**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.
CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 7:04 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:04:52 PM)

Present: Barbara Brenner, Ken Mann, Sam Crawford, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

(7:04:42 PM)

Weimer announced there was discussion with Chief Civil Deputy Prosecutor Daniel Gibson regarding pending litigation, Quarrles v. Whatcom County (AB2014-018) and 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) in executive session during the Committee of the Whole meeting.

MINUTES CONSENT

(7:05:29 PM)

Buchanan 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. BOARD OF HEALTH FOR FEBRUARY 4, 2014

2. SURFACE WATER WORK SESSION FOR FEBRUARY 18, 2014

3. REGULAR COUNTY COUNCIL FOR FEBRUARY 25, 2014
SPECIAL PRESENTATION

1. QUARTERLY REPORT FROM THE BEHAVIORAL HEALTH REVENUE ADVISORY COMMITTEE, PRESENTED BY JACKIE MITCHELL, WHATCOM COUNTY HEALTH DEPARTMENT (AB2014-124) (7:06:03 PM)

Wendy Jones, Chief Corrections Officer of the Whatcom County Jail, introduced Jackie Mitchell of the Whatcom County Health Department.

Jackie Mitchell, Whatcom County Health Department, gave a report on the Jail behavioral health program. The corrections staff are always respectful and professional toward the inmates. This program is a good example of government collaboration with nonprofits and interdepartmental collaboration. There are two licensed mental health clinicians and one associate licensed clinician who provide services in the jail. The Health Department and corrections staff work together to keep the system running smoothly. She referenced and read through the report beginning on Council packet page 126.

Brenner stated jail programs are excellent. She asked about the Behavioral Health Advisory Committee and the Revenue Advisory Committee. Mitchell stated she will get and provide that information from Ann Deacon.

Crawford asked if they are engaged with the Sheriff in planning for the new jail. Mitchell stated the Chief involved different people on many different aspects of the jail. They really need confidential space in order to improve treatment. Right now, the clinicians talk to the inmate in the cell.

Browne asked if it’s now possible to enroll an inmate in State healthcare. Mitchell stated it’s complicated. Chief Jones is working on healthcare signup. It won’t alleviate direct costs in the jail, except when someone is hospitalized.

Bill Elfo, Sheriff, stated they’ve discussed with the Prosecutor the feasibility of enrolling inmates under the Affordable Care Act. It was determined it would be a gift of public funds, so they can’t pay routine ongoing insurance premiums while they are not in jail, but the County can pay the premiums while inmates are in jail. State Medicaid rules changed recently. If someone is admitted to the hospital for 24 hours or more, Medicaid will pick up those extraordinary costs.

PUBLIC HEARINGS

1. 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) (7:18:13 PM)

Nick Smith, Planning and Development Services Department, gave a staff report.

Weimer opened the public hearing, and the following people spoke:
Jedediah Witham, Mt. Baker Homegrown and Farmers, stated he is a producer and processor applicant who is affected by proposed setbacks for agriculture zoned land. This is an opportunity to rebuild his farm after the market bottomed out and improve upon the farm’s environmental impact. Marijuana is an agricultural product that should be grown by farmers, not by entrepreneurs or venture capitalists with no experience. His farm is subject to all State security requirements. He welcomes using smell control because it benefits his neighbors and deters potential thieves. He is opposed to applied setbacks. Agriculturally zoned land should have priority over industrial zoned sites. Whatcom County has a right-to-farm law. This proposal is in violation and against the spirit of this law.

Philip Dawdy, Agape Research, stated the company he represents has a proposed producer and process project that will employ about 30 people in construction in the short term and about 30 employees in the longer term. They are ready. They meet all the buffers and would like to get going with the Planning Department on the permitting process. Adopt the interim ordinance so the Planning Department has clear direction on how to work with applicants. The buffer question isn’t clear. Create a process for people who already meet the buffer requirements to start moving forward with the Planning Department. They are approaching construction season and would like to move forward.

Mark Landreth, Mt. Baker Greeneries, stated they have applied for a producer and processor license. When they applied, they met all State requirements for location. With the new setbacks, they will not be able to operate. Do not approve the setbacks.

Autumn McIntyre stated the rules and regulations of the Liquor Control Board are more than sufficient. She opposes the new setbacks and restrictions.

Amy Glasser stated she supports applying the medical marijuana rules to recreational marijuana. She disagrees with the setbacks and extra rules. The State regulations are enough. Mandating setbacks from children perpetuates the myth that pot is bad. Alcohol is more dangerous than pot, according to any statistic. There are no setbacks to bars, where children can grab a drink off a table. Regarding smell, the Ferndale grain mill and diesel trucks smell bad and are harmful. Regarding crime, baristas get robbed more than medical dispensaries, which are all over the place and don’t cause a problem if well-run.

Jacob Lamont stated he had to move his retail shop out of unincorporated county to Blaine to get around the setbacks. The Liquor Control Board rules and requirements are enough. Security won’t be a problem. Don’t adopt the ordinance.

Craig Hearter submitted a handout (on file) and stated a neighbor has applied for a grow and processing operation next door. The proposal is vested because the applicant applied before the moratorium. Those laws were never intended to address what was an illegal operation at that time. All the neighbors were there before the operation wanted to move in, and they don’t seem to have the same vesting right as residents of a rural residential area. The neighbors don’t want this next door. He asked why the neighbors can’t enjoy the rights of the zoning that existed before this business arrived, and what can be done about it.

John Burns, Windpoppy Nursery Inc., submitted and read from a handout (on file) and stated they applied for a producer and processor license for marijuana. The Liquor
Control Board rules are stringent enough. Don’t adopt new ordinances. Applicants have invested money, time, and resources to comply with State rules. New County rules at this late time may prevent a plan from being successful.

Dave Welch stated hemp has many benefits. Hemp is the plant that can save the planet. Hemp has historically been used for many things. It can reduce carbon footprint and replace diesel fuel. It’s a renewable product that doesn’t harm the ground. He recommended a book called Hemp Today.

Ryan Carpenter stated his family owns a greenhouse. He submitted a tier two application with the Liquor Control Board for a production and processing license. The State regulations are enough. This business venture is not a danger. Vote against the ordinance.

Tom Armstrong, Sideways Green, stated he is opposed to the setbacks. The State was okay with their location, but now the County doesn’t approve. Neighbors won’t know what is going on because the operation will be so quiet, well-maintained, and highly secure. People have already invested thousands of dollars into their properties.

John Hill, Hilltop Grows, stated he also owns a marijuana consulting firm. Marijuana advocates, not farmers, got this law approved. In Colorado, the main security flaw has to do with the money. Banks won’t take it, and there’s no way to transport it. Rooms are stacked with money. The Council might consider what to do with this income, because it cannot be deposited into a federal bank. The idea was to make this use a small cottage industry. State laws are strict enough. They seem to be forcing businesses into more expensive vacant areas in the city. There is no violence to marijuana production.

Virgil Stremler stated the Council must take a hard look at what is happening with zoning laws in Colorado and input from the Sheriff’s Office. Protect the public. He supports the zoning. The State should not keep all the tax money. It will bring in some crime. He sees how much stuff comes across the border, and crime is involved. Forty-eight states don’t allow it, so they are going to have a healthy black market.

Jack Ingham stated he submitted an application for a producer and processor license. He met all State requirements and invested a lot of time and money into his business. The Liquor Control Board has made this a safe business. He is opposed to setbacks, which will put him out of business. Go along with the Liquor Control Board regulations and stop the moratorium. There are illegal businesses that have operated for decades. The illegality of cannabis invites crime.

Eric Prinz stated his family wants to grow and process marijuana in the county. He is opposed to the setbacks. The regulation will not allow him to operate. Look at each property individually.

Steve Sarich, Cannibis Action Coalition Executive Director, stated these people are just farmers. Leave them alone. His organization sued the City of Kent. If Whatcom County tries to regulate collective gardens, does not remove the moratorium, and his organization wins the case, he will sue Whatcom County. They plan to pass a new medical marijuana law in January, which will be highly regulated.
Kelli Veening stated she supports the setback, zoning, and the moratorium. The Liquor Control Board doesn’t live in Whatcom County. There will be crime, especially if rooms will be stacked with money. Look at the local issues.

Leonard Smit stated he supports the moratorium. They know there will be crime. He doesn’t want a tall chain link fence across from his front yard. Smell is an issue. He can smell it now. His community didn’t know this use was going into the neighborhood until the last minute. It’s legal, but it’s still regulated, which throws out the argument that it’s just agriculture. His community has 15 to 20 kids within 1,000 feet of where a facility is going to go. That’s more kids than in most city parks. The spirit of the law is to protect the community. They may call it agriculture, but he’s allowed to drive around with corn, milk, and raspberries without getting arrested. Continue to look at the regulations.

Lesa Starkenburg-Kroontje stated she represents the Clearbrook neighbors. She supports the moratorium and reasonable regulations for zoning. Whatcom County may create rational zoning and regulatory requirements. Frequently, the State has regulations that do not offset what the County must do to protect Whatcom County from zoning issues. Councilmember Crawford said they are dealing with a valuable product that is heavily taxed and illegal in other places. That means there is potential for crime. The State clearly found the potential for crime, which is the reason for all these site requirements. A buffer will put more space between criminals and innocent people who live nearby. Property owners are asking for reasonable buffers. The staff have compromised between what the Sheriff asked for and nothing at all. Other agriculturally-related uses have setback requirements. The Sheriff’s suggested 1,000 foot buffer may have to do with travel time for Sheriff response. There is a process by which people can change their location on their application. Protect the rural character from wires, cameras, fences, and other things. Adopt the regulations.

Michelle Ketilsson stated the Liquor Control Board addressed concerns regarding setbacks. A setback of 1,000 feet is more than enough. Without her knowledge or consent, a gravel mine expanded in front of her home. This opportunity allows the community to come together and discuss issues. There is a process in place for relocating.

Heather Wolf submitted handouts (on file) and stated she represents Mt. Baker Greeneries & Sleeping Giant Nurseries. Do not adopt the ordinance tonight. There are no licenses issued yet for producers and processors here. Enacting the ordinance will prevent half the licensees from operating at the location for which they applied. No new rationale is presented to justify the setbacks. The setbacks aren’t relevant to security or decreasing crime. The Sheriff commented on the remoteness of these facilities, which will be made worse by the new setback requirements, which will drive the facilities into the remote areas of the county. Her client is within short response time for emergency services, and is not located in an isolated area where crime can occur more easily. The State laws are sufficient. Don’t eliminate opportunities for family wage jobs. All licensees have to obtain an administrative approval permit, which requires notice to everyone within 1,000 feet and detailed administrator review.

Browne asked about State rules for physical security of operations, such as fencing. Wolf stated she will provide that information.

Lonnie Bauman stated his neighbor has a proposed site for a marijuana manufacturing business. Several children live nearby. Marijuana is not something he wants
his kids around for their health and safety. He is opposed to the site, which is at the hub of
a neighborhood with lots of children and families. The site will have to have a perimeter
fence and other features that make it look like a prison. That will be the center of the
neighborhood. The setbacks are appropriate. He understands it’s an inconvenience for
licensees, but this will devastate this neighborhood.

Ronna Loerch stated she is opposed to the interim ordinance. Marijuana should not
be in the war on drugs, which has caused thousands of deaths and ruined families, and cost
jobs in the hemp industry. The ordinance implies that this substance is dangerous. Other
businesses get robbed. Growers will take the same precautions that banks take. The
substance is not as lethal as alcohol, tobacco, and guns. There is not a statistic of death
due to marijuana. A setback of 1,000 feet is too onerous. A school bus stop next to a
marijuana growing operation poses no danger to the children. There is no risk. Represent
the citizens, not Sheriff Elfo.

Steve Irving stated an operation in his neighborhood has a grandfathered
application. The operation will pull water from the aquifer next to their community well. He
is opposed to the neighbor’s application. Have sympathy for people who are next to the
grandfathered locations.

Eric Murda, Green Stop, stated he cannot operate a business in a business area in
eastern Whatcom County because of the proposed restrictions. There are medical
marijuana cooperative grow sites that children walk by all the time, and most don’t know
they’re there. Law enforcement and prosecution will be alleviated because the drug is legal.
They’ve done everything asked of the State to be legal. They shouldn’t have to ask for a
waiver from the neighbors. The industry will provide jobs and security requirements are
more than adequate.

Tawni Burdick, Green Liberty, stated she asks the Council to lift the moratorium.

Dirk Nance stated banks in the state are offering banking services to growers,
processors, and retailers. When the Council imposes a regulation, it must have a public
purpose for the regulation. It is not arbitrary and capricious. There is no reason for the
setbacks and buffers. The smell issue is a reasonable reason for a restriction, but setbacks
are not. They will find marijuana right now in every affluent neighborhood in town.

Hearing no one else, Weimer closed the public hearing.

(8:28:36 PM)

Crawford moved to adopt the ordinance. The security requirements are in the
Washington Administrative Code (WAC) 314-55-075. He supports the ordinance. Normally
he would find repellent the idea of having to get approval from neighbors, but these people
already live in these areas. There may be potential for property values to be affected. If
money is to be exacted, the discussion with neighbors needs to be whether the use will
impact property values and quality of life and whether a financial amount can be assigned to
that loss. Because the use is new, negotiating agreement is reasonable. The setbacks are
not arbitrary and capricious. Three hundred feet and 1,000 feet are common
differentiations regarding residences. Many zoning codes require these kinds of setbacks for
conflicting uses.
Weimer stated that if the Council doesn’t adopt this ordinance, the moratorium stays in place and people who meet the requirements may begin. If adopted tonight, it will impact people who can’t meet these requirements. He asked if they are really delaying anyone, because the State hasn’t issued any licenses, when those licenses will be issued, and whether the State would give a license to someone who doesn't meet local regulations.

Smith stated he doesn’t know when those licenses will be issued. It’s true that the State may issue a license to someone who doesn’t meet local regulations.

Weimer stated they are not holding up anyone now, but that could change tomorrow.

Smith stated that’s correct.

Brenner stated she voted for the initiative and wants it to work. The unintended potential consequences that could happen didn’t occur to her. She knows a lot about marijuana. It’s naïve to assume there couldn’t be criminal activity associated even when it’s all legal. This is an interim ordinance. They can change the final ordinance that gives an opportunity to allow others to operate while still requiring certain setbacks. There were many good comments tonight, and they must get started on making it better. It won’t take six months to do that. They must do this carefully so it doesn’t get ruined and they can find the right balance. She will support the ordinance.

Mann asked Councilmember Brenner what are the biggest negative impacts.

Brenner stated legal or not, a valuable commodity is in one location. That attracts crime. It’s not like alcohol. Legal marijuana will be extremely expensive due to all the taxes put on it.

Crawford stated a CNBC article “Robber Gangs Terrorize Colorado Pot Shops” regarding issues in Colorado describes many problems there. Their sheriff and police organizations are asking for more money, and the law enforcement problem is gaining ground. He read from the article.

Mann stated he doesn’t know the frequency of robberies compared to robberies of any other business. He wants to know what exactly they are worrying about. No one has told him exactly what is going to happen to the children if this is allowed.

Brenner stated all they have is anecdotal information. They don’t have information about legal marijuana, except sensational stories that she doesn’t put a lot of stock into. There are a number of people who are ready to begin and meet the rules that exist now. Let them get started by adopting this ordinance. Work on a final ordinance that doesn’t infringe on others.

Browne stated people who applied for a production and processing license under prior rules would not be able to operate in residential rural, residential rural island, or rural forestry area, but the proposed changes would allow that processing to occur.

Mann stated they don’t know exactly what they are worried about. There are fears and unknowns. It’s a powerful motivator. There isn’t a straight line between seeing marijuana grow and becoming a heroin addict. People don’t become alcoholics from seeing the use. With the huge setbacks, the operations will have to be located in remote areas far.
from where the Sheriff can serve the facility. Mandating remote locations may be counterproductive. He feels terrible about what they’ve done to these applicants, who are on the cusp of doing great thing in terms of economic development and job creation. While there is no clarity in the rules, they are violating every principle of good government when it comes to economic development.

Weimer stated he is against the ordinance the way it is now. He has concerns that the 1,000-feet setbacks are arbitrary. He prefers to eliminate the facilities in rural residential areas. They wouldn’t allow any other large type of business to be built in the middle of a residential neighborhood. He doesn’t understand why they would allow a 21,000 square foot building with fencing and lights right next to a home. It went too far for the rest of county, and he’d like to get rid of most of the setbacks and buffers. He’s struggling with whether or not they are better off passing it this evening so certain people can get their businesses going, and then commit to preparing a new ordinance for final approval within the next month.

Buchanan stated he agrees with Councilmembers Mann and Weimer. Applicants understood the rules set up by the Liquor Control Board and thought they knew what they were getting into. Then the rules changed. People are ready to go. Develop a good ordinance soon, but passing a bad ordinance is worse than any one-month delay. He is against the ordinance.

Brenner stated someone mentioned the smell. Many businesses do random drug testing on their employees. People who inhale the scent can have a positive result on a drug test. If that’s not right, she would like to see that data. Big grow and retail operations should have to have a filtration system.

Kremen stated he agrees that everyone who has come before the Council on both sides is right. There are good arguments on both sides. This is a tough decision. The citizens voted to support the initiative, but he also has serious concerns, including issues with crime, regulatory challenges for the County, and costs to the taxpayer. He voted for the initiative because he thought it would produce revenue for the County and help them deal with challenges regarding clean water, public safety, and parks. However it will cost the County money, because the State is choosing to keep all the revenue. None of the revenue will go to cities and counties that have to enforce the regulations and put people through an expensive criminal justice system. However, they should stop procrastinating. He is okay with either passing the ordinance tonight or putting in committee and fine tuning the ordinance. Get rid of some of the arbitrary setbacks that are not going to accomplish a great deal. Tonight, he is inclined to pass the ordinance for those who are eligible and able to begin their business now, and then work on improving the ordinance for others.

Browne stated most properties that don’t comply are in the residential rural area.

Weimer stated there are ten applications in the residential rural zone. Five of those were in the Lake Whatcom watershed, which is eliminated in this ordinance. The other five could possible go forward. Under the current regulations, the setbacks and separation probably eliminates most of those five in the residential rural zone. I think they are protecting people. He was afraid the Council would create regulation that would allow a 21,000 square foot building with lights and cameras to locate in a dense residential neighborhood in the county.
Browne stated his concern is about residential rural character changes that effect existing residents, regardless of what the non-residential use would be that changes the character. Residential landowners should have input on the character of the neighborhood in which they live.

Mann asked if the Council could make changes to the interim ordinance tonight.

Karen Frakes, Prosecutor’s Office, stated the hearing on an interim ordinance only has to occur within sixty days of adoption. It can actually occur after adoption. They are used to dealing with matters that have to have a public hearing before adoption. Interim ordinances are different. They didn’t have to have a hearing before adoption. The statute says a hearing has to be within 60 days of adoption.

Weimer asked if they would still have to introduce an interim ordinance. Frakes stated they would.

Mann stated the Council could make changes tonight, it would go into effect, and the Council could have a hearing within 60 days. Frakes stated they could.

Weimer asked what does and does not vest under this ordinance, and whether they can add public safety requirements, such as armed guards, to existing businesses that are vested under this ordinance. Smith stated they could not, if they’ve applied for a permit from the County.

Weimer asked if that is a land use decision or a public safety and health decision. Frakes stated that’s something they’d have to think about. She’s not sure they can or can’t do that.

Brenner asked if the County is able to require more restrictions after someone has a permit and opens business. Frakes stated they can if it truly relates to public health and safety.

Weimer stated they couldn’t change the setbacks, but they may be able to require better security.

Browne stated he cautions applicants to make sure they do investigation into water availability and other matters. Don’t assume that all it takes is a license from the Liquor Control Board and zoning approval from the County.

Weimer asked if they must introduce an amended interim ordinance two weeks before it’s adopted. Frakes stated the interim ordinance, if amended substantially, would need to be introduced.

Crawford stated that if they adopt the interim ordinance tonight, they don’t have to wait six months to change it. At least adopting this tonight allows folks to move forward. They can introduce an ordinance with changes in two weeks. He encourages councilmembers to allow the applicants who qualify under this ordinance to go ahead.
Buchanan stated he could support it tonight if they commit to working on an ordinance as soon as possible.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

*(9:07:25 PM)*

Smith stated he would like councilmembers to send comments to him. He will schedule a proposed ordinance in committee in two weeks, with plans to introduce a new ordinance that night. Send him comments and notes by Friday.

2. **ORDINANCE AMENDING ORDINANCE 2012-043, THE WHATCOM COUNTY UNIFIED FEE SCHEDULE, TO ACCOMMODATE CHANGES TO WHATCOM COUNTY CODE 2.27A, AQUATIC INVASIVE SPECIES (AB2014-117) (9:09:20 PM)**

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

Joe Boyd submitted a handout *(on file)* and stated the fees need to be adjusted. Create a non-resident fee. Bellingham residents pay fees for stormwater assessment and the watershed. These fees keep going up. Bellingham residents pay enough fees to protect the lake. Of 1,000 boats inspected, three were infected, and all three were from British Columbia. The states of Nevada, California, and Arizona all have infected lakes and aquatic invasive species (AIS) fees that are relatively small. Inspections in those states are aggressive, so the likelihood that a boat from there will infect Lake Whatcom is minimal. There should be a fishing season fee, not an annual fee. The process now is porous and doesn’t accomplish much.

Hearing no one else, Weimer closed the public hearing.

Brenner asked if the City is present when boat brokers come in from other places.

Gary Stoyka, Public Works Department, stated the City has a contract to allow on-water businesses that include training and initial inspections. The company has to provide information about where the boats come from or if they’re new. The boat brokers have to pay fees that are set in the agreement.

Brenner stated she likes the idea of a non-resident fee. Stoyka stated they considered it. It would be difficult. Most local people will know about the online education course. It’s a way to provide a discount to locals.

Brenner asked how they know the infected boats came from British Columbia. Stoyka stated they may have known from the inspection.

Brenner stated a $25 cleaning fee seems low for someone who has invasive species on their boat. Stoyka stated the County adopted the same fee as the City. They are changing this program, which is in its infancy. They’ll have to review the program at the
end of the year and make adjustments. If the boat is complicated, it will be sent to a local
marina. It can’t be cleaned with just a power washer.

Brenner asked about staffing the stations all year long. Stoyka stated the stations
are staffed from April through October. That decision is based on a risk assessment. If
they want round the clock coverage at all entry points on the lake, it would be extremely
expensive. Most boaters come during the boating season. There is less risk of transmission
in colder water. Another option is to close the boat ramps, but the State Department of
Fish and Wildlife would have to cooperate to close its ramps.

Brenner stated the State should do inspections at the state borders. Stoyka stated
the State just adopted legislation that makes it more stringent, but it didn’t go as far as
they’d hoped. There was originally money to help local jurisdictions, but it was withdrawn.
The State is moving in that direction.

Crawford moved to adopt the ordinance.

Brenner asked if this can be amended during the year. Stoyka stated they can.
They worked to get the fees to be the same as the City’s fees.

Brenner asked if the Lake Whatcom Policy Group talked about these things.

Weimer stated it has.

Brenner stated someone who needs to have their boat cleaned should pay a higher
fee.

Weimer stated there has been talk about that and they’re tracking those things as
the program develops. Be careful of changing fees now, because they line up with the
City’s fees. Next year they might be able to change fees.

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

3. RESOLUTION REGARDING APPLICATION FOR TWO COMMUNITY
DEVELOPMENT BLOCK GRANTS (AB2014-116) (9:20:51 PM)

(Clerk’s Note: The CDBG required handouts were included in the Council’s packet
and available to the public at the public hearing.)

Weimer opened the public hearing, and the following people spoke:

Sherry Emerson, Opportunity Council, stated she supports the resolution. There are
two applications. She described the public services application.

Brenner asked what a moderate income is. Emerson stated it is a left-over phrase
from a Housing and Urban Development (HUD) statute. They primarily serve very low-
income populations in east Whatcom.
Wade Gardner, Opportunity Council, described the moderate home rehabilitation grant application. Ellen Baker stated Whatcom County should make these programs part of Whatcom County government to make them more open and transparent to the public.

Paul Schissler stated he supports both applications. The community development block grant (CDBG) program brings federal funding back to Whatcom County. This hearing is required as a prerequisite for the application. Last week the Department of Commerce released an economic opportunity grant program guideline, which is an additional opportunity for the County, if the project benefits low income people who use the food bank network. One out of five residents use the food bank network at least once. Many families rely on the food banks system. The food bank network attempts to bring in healthy food and fresh locally grown food. They can extend the season to produce more local healthy food with hoop houses and greenhouses that can be built with CDBG funding if the County is willing to apply and local agencies will administer this project. He’d like to talk to the Council in the future about this concept.

Hearing no one else, Weimer closed the public hearing.

Kremen moved to approve the resolution.

Brenner asked if nonprofits have to be open and transparent to receive government grant money. Emerson stated there are many reporting requirements.

Kremen stated he supports this resolution. The CDBG program is under a lot of stress and is being threatened in Congress. Make sure this program continues. He will talk with key congressional leaders and White House officials in a few months to make sure the program stays intact.

Crawford stated the Opportunity Council board meetings are open to the public. It is a great diverse group. These grants have another level of review also through the Council of Governments. It’s not the County’s process. He’s not sure the County should take on that level of management. The Opportunity Council board does a great job. Their ethic is to get the maximum number of dollars to the people who need it, not to pay a bunch of staff and overhead.

Mann stated he agrees with Councilmember Crawford about the Opportunity Council board. He’s seen the presentation on Mr. Gardner’s program, which is outstanding. They do a lot with few funds.

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

4. **ORDINANCE ESTABLISHING CHARGES/FEES FOR PROVIDING ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES IN WHATCOM COUNTY (AB2014-121)** *(9:34:47 PM)*

Weimer opened the public hearing, and the following people spoke:
Gary Russell, Fire District 7 Chief, stated he supports the ordinance. It is a component of the reorganization of advanced life support (ALS) and basic life support (BLS) services in Whatcom County. District 7 already did a fee increase. The Technical Advisory Board (TAB) reviewed and recommends the ordinance. Fees were adjusted according to allowable rates from Medicare, Medicaid, and insurance companies. There was about $35,000 of revenue that they were not collecting.

Brenner asked if Medicare pays if they increase the fees. Russell stated they bill at the rates that will be approved by Medicare or Medicaid. Medicare will pay a percentage of those rates, and the patient will not be billed for the additional amount. They have to accept the amount that Medicare or Medicaid pay. They also bill insurance companies.

Buchanan asked the difference between the ALS 1 rate and ALS 2 rate. Russell stated different types and intensity of procedures are performed.

Crawford stated that all the Council is being asked to approve tonight are the ALS recommendations. The BLS fees are up to each fire district.

Browne asked if Medicare pays a percentage or the full fee. Russell stated Medicare never pays the full amount. They pay a set amount.

Rob Roy Graham, Fire District 14 Commissioner and Emergency Medical System Oversight Board (EOB) Member, stated the district and the Board approve the increased fees.

Hearing no one else, Weimer closed the public hearing.

Jack Louws, County Executive, stated that the TAB recommends the fees. The EOB approved the fees, but didn’t have an opportunity to approve the definitions included in the substitute version. He recommends that the Council adopt the ordinance tonight with the understanding that they will go back to executive committee for their approval. It was necessary to get this done as soon as possible. The fees will total about $175,000 to $225,000 in fee revenue annually. The fee increase is incorporated in the budget breakdowns he’s presented in the past year and a half.

Crawford moved to approve the ordinance with the substitute pages.

Browne asked the fees and about fee collection from uninsured patients. Louws stated the insurance companies will pay the full fee. They’ll also charge that amount to the uninsured. The collection rate for the uninsured is lower. Because Medicaid and Medicare pay such a small amount, the system is now being reimbursed less than $2 million annually, down from $4 million, for the same amount of work. The fees reimbursed continue to go down. Consequently, the medical industry is raising fees for those who can pay and have insurance. They subsidize the federal government’s original promise of paying what is required. They need to be treated fairly about the costs of the programs. It is an un-levied tax on people with insurance.

Kremen stated Washington State has received a very low reimbursement rate for Medicare and Medicaid from the federal government, compared to other states with a lot of
political influence. He and the County Executive are trying to convince the congressional
delegation to make reimbursements more equitable. Senator Cantwell indicated that she
and other members of Congress will try to reduce the disparity among states and make
reimbursements more equitable. He referenced Exhibit A and asked why they are only
charging $.15 per mile, when the federal reimbursement rate is $.56 per mile. Russell
stated the rate is $15 per mile, not 15 cents per mile.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

Louws stated he’s pleased that Whatcom County, Fire District 7, and the City of
Bellingham have all passed these fee increases unanimously. Everyone in the community
has the same rates. The EMS program is going quite well at this time.

(Clerk’s Note: The Council took a break from 9:49 p.m. to 9:57 p.m.)

(9:57:23 PM)

OPEN SESSION

The following people spoke:

- Matt Paskus submitted handouts (on file) and spoke about amending the
  Whatcom County Code regarding the airport to provide people protection from
  the growing airport.

- Peter Willing submitted and read from a handout (on file) regarding the
  County’s conditional use permit process.

- Kris Halterman spoke about water issues, packinghouses, marijuana
  productions and processors, aquatic invasive species, and emergency services
  response levels.

- Greg Brown spoke about allocating money for legal counsel and an EDI Board
  recommendation to modify guidelines to add single and multi-family home
  construction as an allowable use (AB2013-332).

- Linda Twitchell, Building Industry Association, spoke about an EDI Board
  recommendation to modify guidelines to add single and multi-family home
  construction as an allowable use (AB2013-332).

- Daniel Probst submitted a handout (on file) and spoke about the reconveyed
  lands around Lake Whatcom.

- Perry Eskridge, Whatcom Realtors, spoke about allocating money for legal
  counsel and an EDI Board recommendation to modify guidelines to add single
  and multi-family home construction as an allowable use (AB2013-332).
Ellen Baker spoke about allocating money for legal counsel and an EDI Board recommendation to modify guidelines to add single and multi-family home construction as an allowable use (AB2013-332).

Paul Schissler spoke about an EDI Board recommendation to modify guidelines to add single and multi-family home construction as an allowable use (AB2013-332).

CONSENT AGENDA

1. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND THE CAMP HORIZON FOUNDATION FOR THE OPERATION OF BAY HORIZON PARK (AB2014-122) (10:24:14 PM)

Crawford reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda item one.

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

2. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND HERRERA ENVIRONMENTAL CONSULTANTS, INC. FOR DESIGN AND TECHNICAL SUPPORT FOR THE LOWER CANYON CREEK SALMON HABITAT RESTORATION/FLOOD HAZARD MANAGEMENT PROJECT, IN THE AMOUNT OF $59,027 (AB2014-123)

(Council Acting as the Flood Control Zone District Advisory Committee.)

Crawford 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)

OTHER ITEMS

1. ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, EIGHTH REQUEST, IN THE AMOUNT OF $9,053,575 (AB2014-114) (10:25:28 PM)

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

Brenner stated she would like to vote on the budget items separately. Big controversial items should be voted on separately.
Weimer stated the Council cannot vote on the items separately, so the motion is out of order.

Crawford stated the Executive is bringing forward items the Council already approved.

**Brenner moved** to amend to remove the north Bellingham regional stormwater facility in the amount of $2.5 million.

The motion to amend failed by the following vote:
- **Ayes:** Brenner, Mann, and Kremen (3)
- **Nays:** Crawford, Browne, Buchanan, and Weimer (4)

**Mann moved** to amend to remove $6 million for the Lynden treatment plant.

Jack Louws, County Executive, stated the County has a signed contract obligating the funds. This is a transfer of funds to be able to release the funds. The County will be in breach of contract if this is held up.

Mann stated he’s voted against this for two years.

Browne asked if they are already doing the work. Louws stated they are. This is a $4 million loan and a $2 million grant. He’s said that if he were a member of the EDI Board, he would not have been in favor of it. It’s too much for one entity. However, they’ve gone through the process and the Council approved the contract.

Brenner stated she supports the reconveyance item, because that moves the money that’s already been spent, even though she didn’t support it.

The motion to amend failed by the following vote:
- **Ayes:** Weimer and Mann (2)
- **Nays:** Brenner, Crawford, Browne, Buchanan, and Kremen (5)

Brenner stated she can’t vote for the ordinance with these items included. It’s disrespectful to the public.

**Weimer moved** to remove $40,000 for outside legal counsel. The plaintiff’s indicated that settlement is possible, and it would be quicker and cheaper in the long run.

Mann stated he supports the funding for legal counsel, but they don’t need to pay for Seattle attorneys. He’s not talking about backing out. Settlement is an option. He will vote against the entire ordinance because the EDI funding is consistently a problem for him. He will vote for the motion to remove funding for legal counsel and hope they approve it in another ordinance, because he will vote against the entire ordinance tonight.

The motion to amend failed by the following vote:
- **Ayes:** Weimer and Mann (2)
- **Nays:** Brenner, Crawford, Browne, Buchanan, and Kremen (5)
Mann stated he supports the legal case, but he won’t support the ordinance because it includes the EDI funds.

Brenner stated she supports the legal case also, but she won’t support the regional stormwater facility. It’s not right to vote this way, and hopes everyone will not vote for all this money to be spent.

Weimer stated he will also vote against the ordinance.

Browne stated the funding for legal counsel can be used for the case or for settlement negotiations, for which they’ll probably need specialized legal counsel. It’s actually cheaper to hire a lawyer who specializes in water law rather than pay for someone local who is inexperienced and needs to get up to speed.

The motion to adopt carried by the following vote:

Ayes: Crawford, Browne, Buchanan, and Kremen (4)

Nays: Brenner, Mann, and Weimer (3)


(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 resolution. He is against the resolution. The Tribe caused this by not giving the County access to the property and is the primary beneficiary of this project. The County ought to have a discussion with them about covering some or all of this cost before approving this.

Brenner stated the Mount Baker School District is another primary beneficiary. Don’t keep postponing this. The Nooksack Tribe has had problems and concerns recently. The Tribe didn’t cause this delay on purpose. Don’t hurt the Mount Baker School District any more by postponing this.

Mann stated his concern is not about this money. It’s about the next time the County has an agreement for a complex project that involves another jurisdiction, which may not have incentive to cooperate with the County. He’s very insulted on behalf of the County, which is spending millions of dollars, and the Tribe is one of the primary beneficiaries. They can’t even get around to giving the County permission to go onto their land to take measurements for the project. The County is also busy. It should have been easy for the Tribe to grant the County access to the land. He wants the Tribe to reimburse the County for the $42,700. He won’t vote for this until there has been a conversation.

Weimer stated he agrees with Councilmember Brenner. There is a lot of benefit to the school district. The staff has spent a lot of time on this, and it must move forward. Don’t delay. He understands the frustration with the Nooksack Tribe. They’re not the only government that has slowed down a project. It’s time to move this forward.
Jack Louws, County Executive, stated the County has spent over $400,000 at this time. If the Council decides not to approve the funding until the Tribe pays that overage, the administration will try to collect the money over the next month. If the Tribe declines to pay the money, the Council must know whether it will scuttle the entire project. He doesn’t like the situation. For practical purposes, holding this up for another year may put them out of the cycle for federal and state funding for project construction. The County can articulate the Council’s displeasure to the Nooksack Tribe and use it as an object lesson.

Browne stated the Nooksack Tribe’s delay caused a cost increase, and now he is concerned because this delay may cause another cost increase, or the County may lose federal funding opportunities, which is far greater than $40,000.

Brenner stated approve this resolution, and she will write a letter to the Nooksack Tribe to express the Council’s displeasure with the process. They don’t know if the delay was meant as an insult.

Mann stated sending a letter lacks force and is ineffectual. The Executive has already left messages for the Tribe’s chairman.

Crawford stated they aren’t losing the $400,000. The dike has always been a problem. They would have done an alternatives analysis either way. The work done to-date does not preclude future work. It’s been four years since the flood event. He doubts a short delay will get them out of the cycle for 2015. The engineering work can still be done for the 2015 construction season. If the Nooksack Tribe declined to contribute, he would reconsider the project and all its aspects. A delay now won’t negate the efforts made and money spent up to now. There are options for addressing the issues in that area.

Kremen stated he is against the letter. It is well-intended, but ill-advised. The non-response from the Tribe is probably unrelated to this project. The Tribe has a rare and challenging situation with their governing board. The County should refrain from writing letters than may not be appropriate. This project needs to be funded. The County should fund it as soon as possible. Continue to make efforts to work with the Tribe in a positive way. He hopes the issues on the Nooksack Tribe Council will pass soon.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)

Nays: Crawford and Mann (2)

3. DISCUSSION AND POSSIBLE ACTION ON AN ECONOMIC DEVELOPMENT INVESTMENT (EDI) PROGRAM – EDI BOARD RECOMMENDATION TO MODIFY GUIDELINES TO ADD SINGLE AND MULTI-FAMILY HOME CONSTRUCTION AS AN ALLOWABLE USE (AB2013-332)  

Crawford reported for the Finance and Administrative Services Committee and moved to approve the Economic Development Investment (EDI) Board recommendation.
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.

From the beginning. A lot of good could come from it, but it’s not legitimately about economic development investment.

Brenner stated she felt the same as Councilmember Mann, but she’s learned that the data shows it provides housing for people who want to get decent jobs in Whatcom County. The rental housing will come to the Council for final approval, unlike the single family homes. The Council must have a specific Committee of the Whole meeting to discuss Council policy on how to use EDI funds.

Browne stated they need to have a more conscious approach for using EDI money. He will support the effort to provide people with housing access, although he’s been reluctant to believe EDI money is the right way to fund this project.

Kremen stated Perry Eskridge’s comments on this issue were valid and impactful. He was undecided, but has now decided to support it. It’s clearly allowable under law. Economic development benefits are associated with this expenditure.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Weimer and Kremen (5)
Nays: Mann and Crawford (2)

4. ORDINANCE AMENDING THE WHATCOM COUNTY CODE REGARDING LOT CLUSTERING STANDARDS IN THE RURAL (R) DISTRICT (AB2014-113)

(10:57:10 PM)

Crawford moved to adopt the ordinance. This is a Hearings Board compliance issue.

Mann stated this went through the Planning Commission and Planning and Development Committee.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Buchanan, Weimer and Kremen (6)
Nays: None (0)
Abstains: Browne (1)

5. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF BARBARA JUAREZ TO THE WHATCOM COUNTY PUBLIC HEALTH ADVISORY BOARD (AB2014-125) (11:00:56 PM)

Brenner moved to confirm the appointment.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

6. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF DOUG BESTLE AND ROBERT WILSON TO THE WHATCOM COUNTY VETERAN’S ADVISORY BOARD (AB2014-126) (11:01:09 PM)
Mann moved to confirm the appointment.

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

7. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF TOM GOETZL TO THE WHATCOM COUNTY ETHICS COMMISSION (AB2014-127)  
(11:01:23 PM)

Mann moved to confirm the appointment.

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

8. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF ANNIE HONRATH TO THE BICYCLE/PEDESTRIAN ADVISORY COMMITTEE (AB2014-128)  
(11:01:55 PM)

Brenner moved to confirm the appointment.

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

9. COUNTY EXECUTIVE REQUESTS COUNTY COUNCIL APPOINT ONE OF THEIR MEMBERS TO BE THE ALTERNATE REPRESENTATIVE ON THE WASHINGTON STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS (AB2014-129)  
(11:02:09 PM)

Kremen stated the Executive is on the Board of Directors, and he wants an alternate to attend when he’s not there.

Crawford moved to nominate and appoint Councilmember Kremen.

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

COMMITTEE REPORTS  
(11:03:45 PM)

DISCUSSION OF AN INTERIM ORDINANCE RELATED TO PACKINGHOUSE APPLICATIONS IN AGRICULTURE ZONES (AB2014-060A)

Mann reported for the Planning and Development Committee and stated this item was held in committee.
INTRODUCTION ITEMS

Brenner moved to accept the Introduction Items.

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

1. ORDINANCE INSTALLING STOP SIGNS ON ROADS WITHIN THE COUNTY (AB2014-131)

2. ORDINANCE REPEALING AND REPLACING WHATCOM COUNTY CODE SECTION 1.14, ELECTION PRECINCTS, TO AMEND CERTAIN ELECTION PRECINCT BOUNDARIES, APPROVE NEW PRECINCT BOUNDARIES AS NECESSARY, AND ADOPT A BOOK OF ELECTION PRECINCT MAPS BY REFERENCE (AB2014-130)

OTHER BUSINESS

(11:04:51 PM)

Browne stated the Bellingham Airport Advisory Committee is being split into two committees. He’ll bring forward more information later.

Crawford stated he would like to go on the tour of purchase of development rights (PDR) areas on a Tuesday in lieu of the regular surface water work session.

REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS

(11:06:45 PM)

Mann reported that his interns are attending the meeting tonight in the audience.

Buchanan reported that he attended a healthy planning workshop last week. There was discussion on health related policies to go into the 2016 Comprehensive Plan update. The categories include healthy food access; social connectivity; injury, safety, and mental health, and; physical activity. They discussed policies that could promote those items.

Crawford reported that he would like to have a local geologist, possibly Dan McShane, give a presentation to the Natural Resources Committee on potential land slides in Whatcom County.

ADJOURN

The meeting adjourned at 11:09 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
CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 1:34 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(1:34:08 PM)

Present: Barbara Brenner, Sam Crawford, Ken Mann, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.

Absent: None.

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. DISCUSSION REGARDING A PROPOSED INTERIM ORDINANCE TO ALLOW MARIJUANA PRODUCTION, PROCESSING AND RETAILING AS AUTHORIZED BY WASHINGTON STATE INITIATIVE 502 AND MEDICAL MARIJUANA FACILITIES AS AUTHORIZED UNDER CHAPTER 69.51A RCW (AB2014-074C)

Nick Smith, Planning and Development Services Department, stated this proposed interim ordinance replaces ordinance 2014-018. He read from the staff report beginning on Council packet page 136. The proposed ordinance is similar to the ordinance adopted on March 25, 2014. It maintains the same zone districts and use types approved in the current ordinance. Changes include reductions or eliminations of setbacks and new specific use standards. He read the summary of changes in the staff report beginning on Council packet page 136 and the list of suggested changes from councilmembers, beginning on Council packet page 164. Also, the Washington State Court of Appeals issued a decision on a City of Kent ban on medical collective gardens. In 2011, the Governor vetoed Senate Bill 5073, which nullified the language that allowed collective gardens under State law. The court decision is that collective gardens are an illegal use. Staff recommends that the language regarding collective gardens be removed from today’s proposed ordinance.

Weimer asked legal counsel about the issue of eliminating collective gardens.

Royce Buckingham, described the Court of Appeals decision on March 31, 2014. The staff proposal is to remove collective gardens from the County’s marijuana statute.

Weimer asked the difference between legal marijuana and medical marijuana. Buckingham described the collective garden concept, which is very different from the rules for recreational marijuana.
Brenner stated leave collective gardens in the ordinance. She would not have voted for recreational marijuana had she known it would hurt medical marijuana. The veto didn’t have to do with collective gardening. According to the federal government, everything they’re doing is not legal. The ordinance should include whatever they support. She understands there was a veto, but she could have just disagreed with the wording. Initiative 502 is broad. Buckingham stated the court analyzed what the Governor intended with the veto.

Brenner stated the court allows an affirmative defense. Buckingham stated the medical marijuana scheme never worked well and was vetoed in part. There has been discussion about medical marijuana displaced by the recreational availability of recreational marijuana, so people with medical marijuana needs can purchase them legally at a recreational marijuana store. He’s heard complaints from medical marijuana folks who can no longer grow their own.

Brenner stated she’s never had a complaint about medical marijuana. The purpose of I-502 was to broaden the use of marijuana. People who need it medically will be priced out of the market. Buckingham stated the court decision clearly says collective gardens are not legal activity.

Kremen stated they have to abide by the law and the court decision. The initiative can’t be changed for two years. The Council can’t make collective gardens legal.

Mann asked if this ruling had nothing to do with Initiative 502. Buckingham stated the two are unrelated.

Mann stated follow legal counsel on this issue. He moved to remove all references to collective gardens in all zones per the advice of legal counsel.

Browne asked the consequence if the Council allows the collective garden language to remain in the ordinance. Buckingham stated the County would be in direct conflict with State law by authorizing collective gardens, when the Court of Appeals has said they are illegal.

Browne suggested adding language to the collective garden subsection, “The marijuana collective garden, provided it is allowed under State law and the following criteria apply.” Buckingham stated he would not be comfortable with it. There will be a debate every time someone wants to do it because they interpret the case differently.

Weimer asked when there may be an opinion from the State Supreme Court if it is appealed. Buckingham stated it may take a few months to a couple of years.

Brenner stated the decision allows an affirmative defense. This court decision makes it unclear. If an affirmative defense is allowed, it isn’t illegal. They talk about not wanting to violate State law, but it’s still a violation of federal law. This was all done before I-502. Leave it alone until it’s adjudicated completely at the State level.

The motion carried by the following vote:

Ayes: Crawford, Mann, Weimer, Kremen, Browne and Buchanan (6)

Nays: Brenner (1)
Mann moved to eliminate density restriction if near eight houses in all applicable zones as shown in the first bullet point in the staff report on Council packet page 136. It’s too restrictive.

Crawford asked how this would impact residents in the Clearbrook neighborhood. Smith stated the closest residence is about 120 to 150 feet away, based on the geographic information system (GIS) tool. A 300-foot setback should protect the area.

Weimer asked if the proposed ordinance would protect Clearbrook, even if the Council removed this density overlay. Smith stated it would, unless the individual got a waiver from the homeowner.

Crawford asked if having this restriction makes any current applicants ineligible. Smith stated lowering the 1,000-foot setback requirement would allow substantially more applicants to proceed. The Clearbrook location is a very small parcel with an existing building, so it would be difficult or impossible to relocate that building.

Crawford asked if there are a number of applicants who are within 1,000 feet of at least eight homes. Smith stated there are.

Crawford stated he is against the motion. This is an experimental time. The ordinance is interim. They can always make it less restrictive. Once a business is grandfathered, they can’t make it more restrictive. Err on the side of caution.

Brenner stated the 1,000-foot restriction is arbitrary. Make sure the ordinance includes the requirement for a buffer that would completely block the view from a neighboring property, if there is a 300-foot setback.

Mann stated the 1,000-foot restriction had no real scientific basis and was included to address the concern of the Clearbrook residents. He’s been looking for a reason why these operations will be dangerous, and what they’re trying to protect people from. He hasn’t found a reason, so he supports allowing the applicants to move forward.

Browne asked if the code uses a 1,000-foot buffer for anything else. Smith stated it does not.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Weimer, Kremen, Browne and Buchanan (6)

**Nays:** Crawford (1)

Weimer referenced the second bullet item in the staff report on Council packet page 136 regarding the elimination of the community centers and residential setback/spacing requirements in the commercial zone districts for retail marijuana.
Brenner asked if it is to be 300 feet from community centers. Smith stated it would be. The proposal is to reduce the community center setbacks in all other districts from 1,000 feet to 300 feet, to be consistent with the 300-foot residential setback.

Weimer stated there are still licensing restrictions about setbacks from schools.

Kremen asked if the 300-foot setback is to the structure or the property line. Smith stated it is a setback to the building, not the property line, consistent with residential setbacks. The community center setback was from the outside walls of the facility to the property line of a community center.

Mann moved to approve the entire ordinance as presented by staff beginning on Council packet page 138.

Crawford moved to not change the community center setbacks in either the commercial zone districts or anywhere else from the current 1,000 foot distance.

Brenner stated she would rather require that there be a landscaped buffer so the visual is blocked.

Crawford asked what the 1,000-foot buffer in the State law was for. Smith stated the State law is 1,000 feet from the property line of a school or daycare.

Crawford stated voters approved I-502 based on a 1,000-foot buffer from these uses. The County identified that it wasn’t quite covering things unique to Whatcom County’s rural atmosphere and adopted a definition of that. That was appropriate for Whatcom County. He doesn’t understand why they would remove it now.

Browne asked what the State 1,000-foot buffer included. Smith read the state requirements, including schools, playgrounds, recreation center, childcare center, public park, public transit center, library, or game arcades that are not restricted to adults.

Crawford stated they are looking at places where children and families gather. He likes that the County has added community centers. It strengthens the State requirement to better define the types of facilities in the community.

Browne stated he agrees with Councilmember Crawford. It’s consistent with the intent of the State law.

Mann asked the rules on liquor stores.

Brenner stated it’s not a liquor store.

Kremen stated there aren’t liquor stores in rural areas.

Brenner stated recreational centers and community centers are very similar, so she has no problem with including community centers.

Weimer restated the motion to leave the language on this issue as it exists currently in County law.
Crawford asked if the staff is making a recommendation or responding to Council discussion. Smith stated staff’s intent was what was approved and approved at the last Council meeting, because it is what they developed after discussion with the Sheriff’s Office. This is about suggestions from councilmembers. He’s trying to include the suggestions in the interim ordinance and make them as consistent as possible with current code.

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

Weimer referenced the fourth bullet point in the staff report on Council packet page 136 regarding a limit on square footage.

Brenner stated 5,000 square feet doesn’t seem big in the rural residential zone. Consider a limit if it’s on a smaller parcel. Remove the limit on the existing building.

Weimer stated the State law has size three size tiers of 2,000 square feet, 10,000 square feet, and up to 21,000 square feet. Smith stated the tiers need to be subtracted by 30 percent, per State law. The tiers are only for production, not processing.

Mann asked why they are addressing building sizes at all. The building code already has square footage limits for all kinds of things. Smith stated it does. One concern is with the lot coverage standards, which exempt agricultural structures. It would be unclear for staff.

Mann asked if agricultural uses in rural residential zones don’t have a building size limit. Smith stated they are only limited in other setbacks and fire flow standards.

Mann stated he’s fine with the 2,000 square foot building limit for new buildings. Don’t change an existing building.

**Brenner moved** to amend the subsections that limit building size, “The facility shall not exceed a total of...effective date of this ordinance, in which case the facility shall not exceed a total of 10,000 square feet.”

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

Browne stated he supports the language regarding odor and light controls.

Mann stated this element of the ordinance is important since they’re reducing setbacks. Odor and lighting are the actual impacts the neighborhoods will see. He asked how enforceable is this language. Smith stated many of these will require building permits, so he can condition a building permit to require those controls. A senior building inspector...
has had difficulty determining what stops the odor. People have suggestion methods such as carbon filters. Staff can condition permits and ensure that those items are included.

Mann asked if the code could include language about equipment that will meet best practices standards for cleaning the air. Smith stated the Council can recommend it. It’s vague, but that’s the intent. If there is a complaint, enforcement staff will respond.

Mann stated the enforcement staff is understaffed. The County has the most leverage in the beginning, when issuing the license and building permit. He’d like stronger or more specific language.

Weimer stated he supports the idea, but questions enforceability. Whether it’s in the code or a condition of the permit, it’s still an enforcement issue. He asked if it makes a difference in terms of enforcement. Smith stated it’s the same thing.

Kremen stated the Council must establish its intent so the growers and processors can adequately satisfy the County’s regulations. They’ve been able to shield the lights already. It’s not that big of a problem. Odor may be more problematic. Requiring some sort of mechanism to reduce odors emitted from the operation wouldn’t be too onerous on the growers.

**Brenner moved** to include wording about requiring odor control “An approved filtration system that will not allow odor or smoke to be emitted...”

Crawford asked what they would do for outdoor operations.

Browne stated most production is likely to occur in greenhouses. If they require odor control, they must set a standard for that odor control so Planning staff can identify and enforce the standard.

Weimer stated these operations can be outdoors in a fenced area. He asked if a filtration system would still be required if the operation is in the middle of agricultural land with no one around, and how a filtration system would work outdoors.

Brenner stated it wouldn’t be required because it wouldn’t cause a public nuisance or threaten health or safety or unreasonably infringe upon the use and enjoyment of neighboring uses.

Smith stated an option is to require setbacks and a wall for outdoor grow operations.

Kremen stated a filtration system is a very specific system, but one could have a suppression system to reduce odor without having a filter. He suggested a friendly amendment to substitute “filtration” with “odor suppression.” It gives more flexibility to achieve the goal.

**Brenner accepted** the friendly amendment.

Crawford stated he’s opposed to the motion. Language already says that no odor or smoke shall be emitted beyond the walls of the facility. They don’t need to take it beyond that.
Weimer stated he agrees with Councilmember Crawford.

Brenner stated they’re having a problem with enforcement, so it would be better to make sure an approved suppression system is in place so they don’t have to wait for problems and complaints. Being more specific gives the applicant more predictable.

Browne asked how staff would review the permit with the language as it is now. Smith stated he would ask the applicant how odor would be controlled. He’s done this with a few permits. They’ve submitted a plan that the building inspector reviews and verifies. He will condition the permit. He’s giving more latitude to the building inspector to make that decision in the field.

Brenner asked staff’s opinion. Smith stated the way the language is now is consistent with other zone standards. He understands the concern, but he still questions what such a system is.

**Brenner withdrew** the motion.

Buchanan asked if there are lighting standards for nurseries. Smith stated there are not. The lighting language is from the County’s off-street parking standards.

Crawford referenced an enforcement action on Y Road regarding lighting in a greenhouse and asked if the enforcement is because they can’t or won’t shield lighting. Smith stated there is a conditional use permit on record. He believes there were neighbor comments, so the Hearing Examiner made a condition on lighting.

Weimer referenced the first bullet point on page two of the staff report on Council packet page 137 regarding a notarized document from neighbors.

Browne stated it’s a good idea, but it may not be strong enough to prove the intent of the property owners. He doesn’t know the consequence of producing a false statement. Create a standardized form that says it is submitted under penalty of perjury. There is no ambiguity, and Planning staff won’t have to interpret it. Smith stated he plans to prepare a standardize form that legal staff will review. He will require that form for the waiver.

Karen Frakes, Prosecutor’s Office, stated the document would be adequate. The penalty would be criminal prosecution.

Brenner stated an administrative approval process ensures that the property owner is notified about the waiver.

Browne stated create a County waiver that states this is being filled out by the property owner under penalty of perjury. Make sure there is a penalty for falsifying the documents.

**Weimer moved** to add language “provide a notarized written agreement as provided by the Planning and Development Services Department.”
Kremen stated copy the language on the F1 forms. Smith stated staff will prepare that standardized form with appropriate language.

The motion carried by the following vote:

**Ayes:** Brenner, Crawford, Mann, Weimer, Kremen, Browne and Buchanan (7)

**Nays:** None (0)

(2:37:48)

Weimer referenced the suggested changes from councilmembers as listed in the staff memo on Council packet page 164. He brought forward suggestion A, which is language from the cottage industry section that limits the number of employees in a rural residential zone.

Browne stated he is opposed to any type of employee number requirements for many reasons. He suggested item B on the list. The County can’t enforce it. Marijuana businesses may manage the liability issues by employing security staff. They can’t differentiate between part- and full-time employees. A business investor won’t want to have code limits on how big the business can grow. If he saw that limit, he would go to another county.

Weimer stated he agrees, but he’s trying to make these regulations consistent with all the other business regulations in these zones, which is limit the number of employees. When the Council discussed cottage industries, rural residential areas have dense housing. Without a limit, 50 people could come and go from the business. There are also traffic limits.

Browne stated traffic limits and building size limits are appropriate limits. An employee number limit is not appropriate.

Brenner stated businesses must ensure there isn’t extra traffic. Smith stated that is traffic concurrency.

Brenner stated it would be easier to enforce than number of employees. Also, employees can work in different shifts. Two employees wouldn’t be enough.  

Mann stated asked why this isn’t subject to cottage industry rules. Smith stated these rules morphed from the agricultural rules.

Weimer referenced councilmember suggested changes, item B, on Council packet page 164.

Browne stated he prefers no limits on the maximum number of employees. Limit by building size, occupancy, and traffic requirements.

Brenner stated don’t put limits in agricultural and rural zones, but they can make a limit of ten in the smaller zones, such as rural residential and rural residential-island. A cottage industry requires someone to live at the site, but that isn’t a requirement here, so they can’t be compared. Smith stated processing of agricultural products is not allowed in the rural residential and rural residential-island zones. The ten employees may be meant
for the rural and agricultural zone. If the Council limits the building size to 2,000 square
feet, it’s more consistent with cottage industry, which does have a two employee limit.

Brenner stated an existing building can be more than 2,000 square feet.

Crawford stated there is a labor intensive part of marijuana process that involves
clipping leaves. He asked how many employees that takes. One person’s marijuana
production operation may need ten people clipping. This is a unique thing they’ve never
dealt with. It’s a part of the marijuana processing that can’t be mechanized.

Browne stated he doesn’t want to limit the number of employees for any business.

Smith stated staff is concerned about controlling traffic and parking, which are the
reasons for employee limits. There is a 20-employee limit on agricultural processing in the
agricultural zone. Business owners always say their number of employees will be 20.

**Browne moved** to remove language in all sections that limits number of employees
“(4) The facility employs no more than 10 permanent employees.” and “(5) The facility
employs no more than 20 permanent employees.”

Weimer stated he is against the motion. It is inconsistent with much of the code
where they try to give people an idea of limits, particularly in the residential zone.

Brenner asked if it is better to copy the agricultural requirement. Smith stated it is
more vague when saying traffic generation and off-street parking. It’s not a specifically
stated item.

Crawford stated it specifies permanent employees, which is unenforceable. The
reason for these things is to establish and inform people of the guidelines. The County
would probably only refer to it if there were a complaint of an egregious violation.

Browne stated he’s concerned about the group of people who are interested in
locating their business here, but decide not to because of the restriction, which is not
applied in other counties.

Mann stated the cottage industry regulations were difficult to create. They must say
what is generally expected in terms of reasonable scale in rural residential and rural zones.

Buchanan asked if other jurisdictions have employee limits. Smith stated other
marijuana regulations don’t limit employees. They have building size limits.

Crawford stated he agrees with Councilmember Browne in agricultural areas, but not
in rural zones. The purpose of zoning is to allow uses in areas compatible with those uses.
If out-of-county people are looking at Whatcom County as a place to produce and process
marijuana, there are zones where there can be more than ten employees. Zoning can be an
effective tool to push prospective businesses from out of the area of that scale into
appropriate areas. He will support the language the way it is, even the 20 employee limit in
agriculture because it is consistent. If the Council wants to consider raising that limit in the
agricultural zone, he would be interested. They should encourage more interest in
agricultural uses in the agricultural zone.
Browne stated this is not a marijuana zoning issue for him. It’s a statement about putting any restrictions in the County code on number of employees. Control the character of a rural zone through the building footprint, percentage of impervious surface, fire marshal occupancy limits, and other controls that are normal and customary in other jurisdictions.

Crawford stated regulating the size of a business in those ways just creates a different effect and impact on the neighborhood. Problems are created when eight people show up for work one morning at a residence with a driveway. It’s not practical to limit the scale of the structure to limit the problems with too many employees. Enforcement based on number of employees is rare, but use the code to legally convey the scale of business allowed and to give Planning staff the ability to do something about egregious problems.

Brenner stated start with the limits as they are, and they can revisit it. Smith stated the employee limits are only to processing. They want people to use the resource lands to grow. Processing is more of a secondary action. In Thurston County, the producing is allowed outright, and processing is subject to their home occupation criteria in residential zones.

The motion failed by the following vote:

**Ayes:** Browne (1)

**Nays:** Brenner, Crawford, Mann, Weimer, Kremen and Buchanan (6)

Mann moved to approve suggestions C and D on Council packet page 164.

The motion carried by the following vote:

**Ayes:** Brenner, Crawford, Mann, Weimer, Kremen, Browne and Buchanan (7)

**Nays:** None (0)

Mann moved to approve suggestion E on Council packet page 164 and also reduce the setback to 150 feet in the other zones where there is an existing building that is going to be used.

Brenner stated don’t reduce the setback further. They’ve compromised by getting rid of the 1,000-foot setback. She might consider making it less through a conditional use process. A good buffer can be constructed in a 300-foot setback, but may not be in a setback of 150 feet.

Kremen asked how this would affect the Clearbrook community. Smith stated that parcel is zoned agriculture. According to GIS software, it’s 120 to 150 feet away from the nearest residence.

Kremen suggested a friendly amendment to make the setback 200 feet instead of 150 feet as a compromise.

Mann accepted the friendly amendment. The 150-foot setback came from Ms. Starkenburg-Kroontje when she brought up the comparison with manure lagoons. In the agricultural and rural forestry zone, a similar setback would be nice. They don’t get a lot of
people who complain about manure lagoons. He’s willing to go to 200 feet to get enough votes.

Browne asked why they are allowing a more densely located facility in the least dense part of the county. The agricultural and rural forestry districts have the lowest residential density, yet they are saying they can locate a facility closer to a residence.

Mann stated they must prioritize agricultural activities in the agriculture zone, not residential activities. When living in an agricultural zone, residents should expect agricultural uses.

Browne stated that the agricultural and forestry parcels tend to be larger, so there should be more than enough ability to locate the facility 300 feet from other residences.

Mann stated that if there happens to be a neighbor closer, it would give the neighbor the ability to veto a use that is appropriate for the zone.

Brenner stated farmers live on their agricultural land and foresters live in rural forestry. She agrees that a setback of 300 feet should be adequate as a minimum. There has never been one case of crime regarding a manure lagoon. They’re not comparable. It’s important to make sure there is an adequate buffer between the facility and residences.

Weimer restated the motion that the setback is to be 200 feet in the agricultural and rural forestry zones, and in any zone for people using an existing building on the property.

Smith asked if the motion means that a new facility has to be 300 feet away in any zone, and if an existing building only has to be 200 feet away.

Mann stated that is correct.

Weimer stated the motion is to change it to 200 feet in the agriculture and rural forestry zone.

Browne stated he’s concerned that this will drive facilities out into areas where the Sheriff’s Department has greater difficulty providing service. It’s easier to meet setback requirements in remote areas further away from law enforcement.

The motion carried by the following vote:

**Ayes:** Mann, Weimer, Kremen and Buchanan (4)

**Nays:** Brenner, Crawford and Browne (3)

Weimer referenced suggestion F on Council packet page 165.

Browne stated this is not a marijuana issue. It’s a general business issue. Don’t dictate to any business that half their material has to come from the local area. He understands the rationale was to encourage the local consumption of agricultural products, which he supports, but don’t restrict what a business can do.
Mann moved to approve item F on Council packet page 165. There’s no reason to have it in the rural industrial zone.

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

Weimer referenced suggestion G on Council packet page 165.

Smith stated the question was asked of whether a liquor store was limited to 2,500 square feet. The answer is that it would be limited, so the stores will be consistent. Building size and floor area requirements in certain areas may supersede this floor area requirement. It is a limit just on the floor area for the use.

Browne moved to approve item G on Council packet page 165.

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

The motion to recommend approval as amended carried by the following vote:
Ayes: Mann, Weimer, Kremen, Browne and Buchanan (5)
Nays: Brenner and Crawford (2)

OTHER BUSINESS

There was no other business.

ADJOURN

The meeting adjourned at 3:16 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

April 8, 2014

CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:01:22 PM)

Present: Barbara Brenner, Ken Mann, Sam Crawford, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

SPECIAL PRESENTATION

1. COUNTY EXECUTIVE JACK LOUWS TO READ PROCLAMATION REGARDING NATIONAL LIBRARY WEEK (AB2014-017) (7:03:00 PM)

Jack Louws, County Executive, read the proclamation and introduced Christine Perkins, Whatcom County Library System Executive Director.

Christine Perkins, Whatcom County Library System Executive Director, stated the 2013 WCLS Annual Report is available. County residents use the libraries frequently. Last year, they checked out nearly 1.9 million items, made 890,000 visits to the library branches, and made 1.6 million visits to the library website. Citizens raised funds to build and renovate the libraries in their communities. This weekend is the grand opening of the South Whatcom library in Sudden Valley. Everyone is invited. Several other building and renovation projects are underway.

2. PRESENTATION BY PUBLIC WORKS ADMINISTRATION RECOGNIZING NATIONAL WORK ZONE AWARENESS WEEK (AB2014-017)

Frank Abart, Public Works Department, stated many County employees and law enforcement are in these work zones. They appreciate it when people pay attention while driving into those work zones. The work season is beginning now and will continue for the next several months. It’s good to raise awareness.
MINUTES CONSENT

1. SPECIAL COMMITTEE OF THE WHOLE FOR FEBRUARY 11, 2014 (7:09:32 PM)

Browne moved to approve the Minutes Consent item.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

PUBLIC HEARINGS

1. ORDINANCE APPROVING THE INSTALLATION OF STOP SIGNS ON ROADS WITHIN THE COUNTY (AB2014-131) (7:10:49 PM)

Weimer stated this ordinance is just about two specific sites on Olsen Road near Ferndale.

Joe Rutan, Public Works Department, gave a staff report and stated the technical data doesn’t support a recommendation to install stop signs, but that data is only one factor leading to the Council’s decision. He is comfortable with whatever decision Council makes because he knows there have been accidents and there is anecdotal evidence supporting installation of stop signs. This ordinance authorizes the County Engineer to install stop signs to help control traffic at Brown Road and Olson Road.

Brenner stated that in the past, Mr. Rutan indicated there would be liability issues if the Council makes a decision against his recommendation. Rutan stated he doesn’t say that. In the instance of the speed limit on Haxton Road, for example, he said the Manual of Uniform Traffic Control Devices (MUTCD) would not recommend this change, but that the Council should listen to the local jurisdiction. He’s comfortable with this recommendation and installing a stop sign at the location. His recommendation is strictly about the Manual of Uniform Traffic Control Devices.

Kremen stated he would like to know why Mr. Rutan’s recommendation is to not install the stop signs. Rutan stated he is a licensed engineer and must base his recommendation on the data that is reported, which is the history of accidents that are reported. Staff is being told by residents that there are a lot of near misses that they aren’t seeing when looking at the data for the intersection. This is an excellent example of the Council using local knowledge and judgment to consider the situation. With his license, he can only advise on what the MUTCD says.

Kremen asked if the data collected doesn’t justify and would be inconsistent with the norms of the industry. Rutan stated that’s correct.

Kremen asked if Mr. Rutan is saying that they should consider public sentiment despite the fact that the data doesn’t warrant installing stop signs. Rutan stated it’s public knowledge. The decision is left to the Council so it’s not strictly a technical decision. However, he must protect his license and recommend based on the technical information.
Jack Louws, County Executive, stated a citizen made the request. The technical data doesn’t warrant installation of a stop sign in that location. He’s familiar with the area. He’s seen people running the stop sign multiple times. There is risk. There’s still risk with a four-way stop. Over Mr. Rutan’s recommendation, he’s moving this forward for Council’s consideration. He supports the ordinance.

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

Brenner moved to adopt the ordinance.

Crawford asked if this is to protect the people who have the right-of-way on the road, and if that’s normal.

Weimer stated they normally get a petition from a list of area residents. He asked if this request is just from one person. Rutan stated they’ve received petitions for stop signs before, but petitions are generally for speed limit changes. They get requests for stop signs all the time. Staff will go to the intersection and analyze the situation. This one has been an issue for years. Staff has looked at this intersection several times. The process is working.

Kremen asked how close the data is to a recommendation. Rutan stated seven warrants must be met. The warrant that would be closest would be accident data. Two accidents at the intersection would make the data support installation. They aren’t going to meet warrants for delay or queuing length. It’s a low volume intersection. The problem is safety. Until they have an accident, the data isn’t there for him to recommend the stop sign.

Kremen stated the one road has been a throughway for decades. He asked if there is potential for actually having more blown stop signs after they install the new stop signs. Rutan stated staff discusses that question often. It’s more likely that people will stop. If someone does blow it, there will be less opportunity for someone to get hit.

Kremen asked if the County would be liable in the event that someone runs through a stop sign after the County installs the new stop signs. Rutan stated legal counsel can advice, but he doesn’t believe the County would be liable.

Brenner stated she’s witnessed people who won’t come to a stop at that intersection. Protect people who have the right-of-way if there isn’t a Sheriff deputy available full-time to patrol.

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

2. ORDINANCE REPEALING AND REPLACING WHATCOM COUNTY CODE SECTION 1.14, ELECTION PRECINCTS, TO AMEND CERTAIN ELECTION PRECINCT BOUNDARIES, APPROVE NEW PRECINCT BOUNDARIES AS NECESSARY, AND ADOPT A BOOK OF ELECTION PRECINCT MAPS BY REFERENCE (AB2014-130) (7:22:22 PM)
Debbie Adelstein, Whatcom County Auditor, stated there were changes to the boundaries of Bellingham and Everson, so they used the opportunity to do a comprehensive review of all the precincts.

Diana Bradwick, Chief Deputy Auditor, gave a staff report. They made sure that voters were located at the right addresses and that all the taxing district boundaries are correct. They needed to check the precinct boundaries to reduce the number of splits and ballot faces within the districts to reduce administrative costs and help ensure more accuracy in the voting process. Last, they want to adopt actual maps for the precinct boundaries in addition to legal boundary descriptions. People rely on maps to find their precinct boundaries.

Brenner asked if this will reduce or eliminate inconsistency. Bradwick stated they believe this has eliminated any inconsistencies.

Buchanan asked if there was an attempt to equalize the number of voters in precincts. Bradwick stated there was. They will continue to do that work in the future.

Adelstein stated they started that process a couple of years ago. The State established new guidelines on population per precinct. They also meet with both party chairs to alert them to proposals and get their input. They were happy to see the staff doing that work.

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

Cynthia Ripke-Kutssagoitz stated values brought to election precincts are divided. She would like to know how people determine which precincts they have. It affects everything within the community that gets voted on.

Hearing no one else, Weimer closed the public hearing.

Kremen moved to adopt the ordinance.

The motion carried by the following vote:

Ayes: Brenner, Mann, Crawford, Weimer, Kremen, Browne and Buchanan (7)
Nays: None (0)

OPEN SESSION

(7:30:45 PM)

The following people spoke:

- Cynthia Ripke-Kutssagoitz spoke about the ordinance (interim) allowing marijuana production, processing, and retailing (AB2014-074C).
- Dan Gentry spoke about goose feces issues at Silver Lake.
- Ethan Gill stated he is Representative Kristine Lytton’s legislative assistant and wanted to introduce himself.
Karen Brown spoke about the request for approval for the County Executive to enter into a contract amendment to provide legal assistance in Growth Management Hearings Board cases (AB2014-136).

Ron Anderson, North Whatcom Fire and Rescue, spoke about the ordinance adopting the current state building code and repealing existing Title 15 of the Whatcom County Code (AB2013-271).

Kris Halterman spoke about the proposed interim ordinance related to packinghouse applications in Agriculture Zones (AB2014-060A) and the request for approval for the County Executive to enter into a contract amendment to provide legal assistance in Growth Management Hearings Board cases (AB2014-136).

Jack Ingham spoke about the ordinance (interim) allowing marijuana production, processing, and retailing (AB2014-074C).

Steve Sarich, Cannabis Action Coalition Executive Director, spoke about the ordinance (interim) allowing marijuana production, processing, and retailing (AB2014-074C).

Casey Napsy spoke about the ordinance (interim) allowing marijuana production, processing, and retailing (AB2014-074C).

Sandy Soderburg spoke about the ordinance (interim) allowing marijuana production, processing, and retailing (AB2014-074C).

Mel Blankers, President of Fire Chiefs Association, spoke about the ordinance adopting the current state building code and repealing existing Title 15 of the Whatcom County Code (AB2013-271).

**CONSENT AGENDA**

*(7:54:44 PM)*

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

Brenner withdrew item two.

The motion to approve Consent Agenda items one, three, and four 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 AND DENTAL POWER INTERNATIONAL FOR DENTAL SERVICES AT THE WHATCOM COUNTY JAIL AND WORK CENTER, IN AN AMOUNT NOT TO EXCEED $29,988 PER YEAR (AB2014-140)**

2. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE TO CONTINUE THE COOPERATIVE EFFORT WITH THE SHERIFF’S OFFICE TO ENHANCE STATE AND LOCAL LAW**
ENFORCEMENT IN CONNECTION WITH ACTIVITIES ON NATIONAL FOREST SYSTEM LANDS, IN THE AMOUNT OF $56,760 (AB2014-141)

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

Brenner stated she approves. They received an email from the Sheriff’s Office that said the reason the amount is less is because the State and federal governments are cutting back, and that patrols may cut back on what they can do.

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

3. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AWARD BID 14-19 TO LOW BIDDER, MCASPHALT INDUSTRIES, LTD., FOR THE PURCHASE OF ASPHALTIC EMULSIONS, IN THE ESTIMATED AMOUNT OF $1,400,000 (AB2014-142)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO APPROVE THE PURCHASE OF WATERBORNE TRAFFIC LINE PAINT FOR 2014 USING AN INTERLOCAL AGREEMENT WITH LEWIS COUNTY FROM VENDOR SHERWIN WILLIAMS, INC., IN AN ESTIMATED AMOUNT OF $500,000 (AB2014-143)

OTHER ITEMS


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)

2. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR CONSTRUCTION OF THE CANYON CREEK INTEGRATED FISH AND FLOOD PROJECT, IN THE AMOUNT OF $2,023,420 (AB2014-139) (7:56:50 PM)

(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.
Jack Louws, County Executive, stated the County was just awarded $1.4 million for the Deming levee.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

3. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND VAN NESS FELDMAN, LLP, TO PROVIDE LEGAL ASSISTANCE IN GROWTH MANAGEMENT HEARINGS BOARD CASES, IN THE AMOUNT OF $30,000, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $130,000 (AB2014-136) (7:58:19 PM)**

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

Weimer stated the County Council is committed to this lawsuit, but will also consider a parallel track for settlement discussion. They will move forward on both.

Brenner asked about changes to the letter.

Karen Frakes, Prosecutor’s Office, stated the changes were not substantive. They were just form changes recommended by attorneys. The four councilmembers who approved the letter were Councilmembers Browne, Buchanan, Mann, and Weimer.

Weimer stated they’ve talked publicly about their interest in settlement.

Mann stated he’s been in favor of pursuing settlement talks, which they do on many issues when the County is sued. It’s smart to try to settle differences outside of court.

Brenner stated she supports negotiating, as long as they agree with what they’re doing.

Mann stated that’s what they’ll find out. He has no idea what they want. He wants to know what they want. He believes they got more than they expected from the Hearings Board decision.

Weimer stated they are talking about a letter to the Department of Ecology (DOE) asking them to join the County in the discussions regarding water rights, since the County has an interest in maintaining their ability to decide the authority on who has water and who doesn’t.

Kremen stated legal counsel has had informal discussions with some councilmembers. These are not official votes. Frakes indicated that is correct.

Browne stated he agrees with Councilmember Mann. Working on parallel tracks during a lawsuit is normal and customary.

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


Brenner moved to adopt the ordinance.

Weimer moved to amend to add language recommended by staff at the Council meeting on March 11, 2014, “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.”

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

Browne stated he thanks Wain Harrison for his diligent hard work. He was very effective communicating options and learning about the agricultural community’s concerns. One concern was about the use of groundwater for fire suppression. He talked with the Department of Ecology (DOE) about dedicating part of a water right to fire flow, even though it may not ever be used. The County has made permitting decisions based on allocating a percentage of that water permit to fire flow. The DOE does not require it. The DOE considers water consumed for fire suppression to be a permitted use, and doesn’t require a water right. That includes system testing and verification. That’s good news.

Crawford stated there was a case in Eastern Washington in which DOE did not allow people to withdraw water from the stream for a forest fire.

Browne stated the DOE responded that any water source was available for fire suppression.

Brenner stated she thanks Wain Harrison for putting together policy alternatives and options that applicants would have if they can’t meet fire flow with the amount allocated. That eased a lot of concerns from the citizens.

Mann stated he doesn’t like the fire code. The worst urban design is developed because of overprotective fire codes. Roads are absurdly wide and houses have to have sprinklers. It adds a lot of expense and causes unnecessary environmental damage. A person should be allowed to build a house and live in it if it doesn’t meet the fire code. That’s a personal choice. Considerations are different for commercial establishments where the public will visit. He has a philosophical problem with what goes in the fire code. Wain Harrison and Councilmember Browne have done a good job and worked well on it, so he credits them for their work. However, he will vote against it.
5. NOMINATION AND APPOINTMENT TO FILL VACANCIES ON SPECIAL DIKING DISTRICTS AND SPECIAL DRAINAGE DISTRICTS - APPLICANTS: FRED VANDER VEEN FOR CONSOLIDATED DRAINAGE IMPROVEMENT DISTRICT #1 POSITION 1, RICHARD ROEBUCK FOR CONSOLIDATED DRAINAGE IMPROVEMENT DISTRICT #20 POSITION 3, ROGER BAJEMA FOR DIKING DISTRICT #3 POSITION 3, ROGER BLOK FOR DRAINAGE DISTRICT #3 POSITION 1, JASON VANDERVEEN FOR DRAINAGE DISTRICT #3 POSITION 3 (AB2014-100) (8:10:52 PM)

Browne stated he appreciates all who volunteered for these positions. He has concerns about Roger Bajema's application, which states he has financial dealings with the County, but the application doesn't explain what it is. The Council must understand any potential conflict of interest.

Brenner moved to nominate and appoint all applicants.

Brenner moved to hold the appointment of Roger Bajema to Diking District 3 Position 3 until the next Council meeting. There must be a simple explanation.

Kremen stated he suspects it could be the purchase of development rights (PDR) program. They will wait for more information.

Crawford stated he's known Mr. Bajema for years. Mr. Bajema has many more issues with the County than having a financial interest in the county. He's done a great job in the past. He doesn't need to hold the item. He's ready to vote to appoint Mr. Bajema.

The motion to appoint Fred Vander Veen to Consolidated Drainage Improvement District #1 Position 1 carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

The motion to appoint Richard Roebuck to Consolidated Drainage Improvement District #20 Position 3 carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

The motion to hold Roger Bajema's application carried by the following vote:

Ayes: Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)
Nays: Crawford (1)

The motion to appoint Roger Blok to Drainage District #3 Position 1 carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)
The motion to appoint Jason VanderVeen to Drainage District #3 Position 3 carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

6. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF JUNE HAHN TO THE WHATCOM COUNTY LIBRARY SYSTEM BOARD (AB2014-144) *(8:16:16 PM)*

**Browne moved** to confirm the request.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

7. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF DANIEL AUSTIN TO THE BELLINGHAM-WHATCOM COUNTY HOUSING AUTHORITIES BOARD OF COMMISSIONERS (AB2014-145) *(8:16:32 PM)*

**Buchanan moved** to confirm the request.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

COMMITTEE REPORTS

Mann reported for Planning Committee on the discussion regarding a proposed interim ordinance related to packinghouse applications in Agriculture Zones (AB2014-060A) and stated this issue is coming forward soon to the Council as an administrative process as an accessory use.

INTRODUCTION ITEMS

*(8:17:39 PM)*

**Crawford moved** to accept the Introduction Items, including the substitute for Introduction Item five.

Browne withdrew item five.

The motion to accept Introduction Items one through four 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 CORNER LOT AND THROUGH LOT BUILDING SETBACKS (AB2014-146)
2. ORDINANCE ESTABLISHING THE PARKS SPECIAL REVENUE FUND (AB2014-147)

3. ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, NINTH REQUEST, IN THE AMOUNT OF $1,958,575 (AB2014-148)

4. RESOLUTION AMENDING THE 2014 WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BUDGET, THIRD REQUEST, IN THE AMOUNT OF $647,500 (AB2014-149)

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

5. ORDINANCE (INTERIM) ALLOWING MARIJUANA PRODUCTION, PROCESSING, AND RETAILING AS AUTHORIZED BY WASHINGTON STATE INITIATIVE 502 AND MEDICAL MARIJUANA FACILITIES AS AUTHORIZED UNDER CHAPTER 69.51A RCW (AB2014-074C)

   Buchanan moved to accept the substitute ordinance.

   Browne asked if the change regarding the 200 foot setback was just for the agricultural and forest districts or in every zone.

   Weimer stated the motion during the Committee of the Whole meeting was to apply a 200-foot setback in the agricultural and rural forestry zones and any other zone where there is an existing building. The substitute version of the ordinance is correct.

   Kremen moved to reinstate the 300-foot setback in all zones. Pushing processors and growers into areas that are more problematic for law enforcement is a valid concern. However, it’s better to be more consistent with the 300-foot setback they original proposed. It’s more consistent with the concerns they heard from the Sheriff, many community members, and others.

   Mann stated increasing setbacks will force the operations into the more remote areas, which are the only locations that can accommodate large setbacks.

   Brenner stated the ordinance includes a lot of compromise. They removed the 1,000-foot setback. A 300-foot setback is a good area to plant a lot of trees and landscaping that can serve as a block between existing residential development. This is a good compromise. If there is no problem, they can revisit the question. A manure lagoon setback isn’t a good comparison, because no one is going to steal something from a manure lagoon. This is a very unique issue. The least they can do is leave the 300-foot buffer.

   Mann stated no one has drowned in a marijuana crop.

   Brenner stated no one has ever drowned in a manure lagoon, either.

   The motion to amend carried by the following vote:

   **Ayes:** Brenner, Crawford, Browne, Buchanan, and Kremen (5)
Nays: Weimer and Mann (2)

Brenner moved to reinstate the language about collective gardening. It’s been allowed for years. People who use prescription medical marijuana could be harmed if they’re not allowed. Leave it alone until the State Supreme Court decides one way or the other. Medical marijuana is much more important than recreational marijuana. Don’t get rid of it. The Court of Appeals allowed an affirmative defense for people to do collective gardens. The Governor’s veto happened before Initiative 502 passed.

Crawford stated it has never been a permitted use in the Whatcom County Code. They are making the Code silent on the issue. Legal counsel informed the Council that could change, based on a current Court of Appeals ruling that may or may not be appealed to the State Supreme Court. For now, legal counsel determined it’s inappropriate or illegal to put it in the code. The County is not doing anything different from what it’s already done. It has not been a permitted use in the Code to begin with.

Brenner asked if the County has ever permitted collective gardens.

Nick Smith, Planning and Development Services Department, stated they permitted collective gardens before this decision issued on March 31, 2014, based on the zoning interpretation policy that was put in place in September. They’ve issued two permits at the Cascade Business Park.

Mann asked if it’s correct that there is a stay on the Court of Appeals ruling because of the appeal to the Supreme Court, so there is no statute now that makes it illegal to have it in the Code.

Karen Frakes, Prosecutor’s Office, stated she hasn’t heard about a stay. Without documentation that indicates a change in the Court of Appeals decision, she supports the legal counsel from Senior Deputy Prosecutor Royce Buckingham.

Smith stated he will present a proposed permanent ordinance later this year. Given advice from legal counsel, he recommends against adding the language at this point. If the issue changes, he’ll make sure it gets put into the permanent ordinance.

The motion to amend failed by the following vote:

Ayes: Brenner (1)

Nays: Mann, Crawford, Browne, Buchanan, Weimer and Kremen (6)

Weimer stated staff has already prepared an ordinance for introduction that incorporates the changes made during the Committee of the Whole meeting, but with a 300-foot setback. This is the substitute version they will vote to introduce.

Brenner stated someone said these are the strictest standards in the state. However, a number of counties and cities in the state have banned the operation altogether. The County has tried hard to find a way to ensure they can allow marijuana grow operations and also be respectful of neighbors. She didn’t get everything she wanted in the ordinance, but she’s pleased with this outcome.
Smith stated he would like clarification on a Special Committee of the Whole motion to eliminate community centers and residential setback spacing requirements in the commercial zone districts for retail marijuana. He wants to make sure if that is what the Council requested. It is in the proposed ordinance. It was originally 1,000 feet and 300 feet from residences in commercial zone districts. There are some residents in the commercial zone districts. Now there are no setbacks for retail marijuana in the commercial zone districts in Whatcom County.

Weimer stated he’s fine with not requiring any setbacks from a retail operation in a commercial zone.

Browne stated he believes the conversation in Committee was in the context of liquor stores, which have a 500-foot setback in commercial zones, and they wouldn’t make the setback less than a liquor store.

Crawford stated these are commercial zones. People fight to have their property zoned commercial so they can have commercial, not residential uses. He’s concerned about the community center language. He asked how many community centers are in or within 1,000 feet of a commercial zone. Smith stated there are a few. The location at Harborview Road and Birch Bay-Lynden Road is an example, but no retail operation is proposed for that location. There has been talk of a retail store in the Birch Bay outlet mall. There has also been discussion of putting a church in at that location.

Weimer asked if State law precludes a retail store from being close to churches, schools, and nurseries, regardless of the County ordinance.

Crawford stated churches were not included in the State regulation. He liked the language they included about community centers, because it reflected Whatcom County culture and values. Smith stated there are churches in the industrial zone, also.

Browne asked if the setback for marijuana retail is less than for liquor retail. Smith stated that is correct. It’s a State setback standard, not a County standard.

Crawford stated the Liquor Control Board’s definition of what requires a setback from a liquor store is different from the State law on marijuana setbacks. After two years, the State legislature can start changing this law. He anticipates that there will be proposals from the State to blend these codes together and make them more consistent. He’s comfortable letting the State deal with it.

Weimer asked how many retail establishments are allowed in unincorporated Whatcom County. Smith stated he believes that the State will permit seven for retail in unincorporated areas and small cities that have not received a specific amount. The City of Blaine received an applicant that would be one of the seven for unincorporated Whatcom County.

Brenner stated the State dealt with setbacks. The County deals with zoning.

Browne stated that if the State hasn’t addressed the issue, and the County doesn’t impose a restriction equivalent to what the State would impose on a liquor store, they will grandfather the establishments in at a lower standard.
Crawford stated the State definitions of what needs a setback are close, and include schools, public institutions, and parks. The State requires a 1,000 foot setback from marijuana businesses from those places.

Kremen stated he suspects the legislature will revisit the issue in a year and a half. The collective garden issue will likely receive affirmative action by the legislature, when they modify the statutes to make a better law regarding medical and recreational growth, processing, sales, and use of marijuana. It’s prudent for the Council to heed the advice from legal counsel.

Mann stated it should be introduced, but he’s disappointed with the 300-foot setback. There is a lot of fear and anecdotes out there, which they must respect. If a lot of people are genuinely afraid that chaos will ensue from a marijuana grower, he understands why they want to respect those fears. He’ll vote for introduction.

The motion to accept the substitute ordinance with the 300-foot setbacks for introduction carried by the following vote:

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

**OTHER BUSINESS**

Brenner stated there was an issue about contracts approved by the Executive without Council approval. She didn’t like it. She referenced the last quarterly report, which shows that some of these contracts that the Executive approved without Council review or approval are not to exceed $10,000 or ten percent of the original contract, whichever is greater. Some of the County’s contracts are for multi-million dollars. Recent contracts that didn’t come to the Council were for $180,000, $66,000, $72,000, and $73,000. Change the requirement so that any contract above a certain amount must come to the Council. She is working on an ordinance to change the limits.

**REPORTS AND OTHER ITEMS FROM COUNCILMEMBERS**

(8:49:21 PM)

Weimer reported he will not be at Health Board meeting on Tuesday.

Buchanan reported that the Natural Resources Committee will have a presentation on April 22 on geologic stability issues in the county, what projects the County has done or has planned to help alleviate the situation, and review codes in place that will protect the public. Former Councilmember Dan McShane will be involved in part of the presentation.

Browne asked Planning Department staff to provide better data about soils that need to be protected.

**ADJOURN**
The meeting adjourned at 8:51 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
CALL TO ORDER

Council Vice-Chair Ken Mann called the meeting to order at 10:30 a.m. in the County Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Sam Crawford, Rud Browne, Barry Buchanan, Ken Mann and Pete Kremen
Absent: Carl Weimer

4. SEXUALLY TRANSMITTED INFECTIONS (STIs) IN WHATCOM COUNTY

Crawford stated he asked for this presentation after reading an article on work being done in Spokane about rising gonorrhea rates. It’s been several years since the Board of Health has had a presentation on sexually transmitted diseases.

German Gonzalez, Health Department, read from the presentation in the Board packet (on file).

(10:46:41 AM)

Crawford asked if partner therapy is counseling of the patient’s partner. Gonzalez stated it is, and it ensures the partner gets adequate treatment.

Crawford asked why Whatcom County’s percentage of partner therapy is going up, while provider percentages are going down. Gonzalez stated the patient’s partner is not the patient, so more providers are calling the Health Department for that service.

Crawford asked how many people are working on partner therapy and what resources the County has. Gonzalez stated the County has one nurse. This service is almost a full-time job.

Crawford asked if the County is able to follow up with patient partners. Gonzalez stated they make extreme efforts to get in contact with the partners.

Crawford asked the actual number of cases in Whatcom County per year of STIs. Gonzalez stated he will provide that information.

Crawford asked if there is some partnering that needs to go on with Western Washington University. Gonzalez stated they identify key players in the next phase of the program. They also partner with schools to have knowledge in the population before they reach the age where there are problems.
Crawford asked about the effort needed at the university for response. He asked if university students have available clinic services.

Greg Stern, Health Officer, stated he works part-time at the Western Washington University student health center and described the services provided by the health center. The numbers provided in the statistics of this presentation are of reported cases. Students will be charged for medications, but the cost is not as much as going to a private doctor.

Regina Delahunt, Health Department Director, stated they now have enrolled over 11,000 people in Whatcom County for Medicaid due to the Affordable Healthcare Act, so that should help with access for some of these cases.

Brenner asked about STI resistance. Gonzalez stated STIs can be treated. A bacteria becomes more resistant when the wrong antibiotic is used. So far, they haven’t had anything like that happen here. Antibiotics are working.

Stern stated treatment guidelines for gonorrhea have changed to require two antibiotics to reduce resistant strains and avoid emerging resistance.

Kremen asked the ages of the 11,000 local residents enrolled in the Affordable Care Act. There was hope that a lot of young people would become enrolled. It’s very important, especially with STIs. Delahunt stated she would provide that information. Most of the 11,000 enrolled are not in this age group.

Brenner stated those 11,000 enrolled in Medicaid don’t pay much into the system. Delahunt stated some of the 11,000 could now get treatment.

Brenner asked if more people are getting STIs than the flu. Gonzalez stated they can combine the flu and common cold. Proportionally, there are more STIs than the flu.

Brenner stated syphilis facilitates the spread of all, not many, STIs. Gonzalez stated the lesions from syphilis and gonorrhea increases the chances for infection by the HIV virus. For certain STIs, there’s no evidence that supports that statement.

Brenner asked why more females get chlamydia. Gonzalez stated that in his experience, females go to the doctor more and are diagnosed. Males don’t necessarily go to the doctor and aren’t diagnosed as much.

Crawford asked if prevention is from condom use. Gonzalez stated primary prevention is not having multiple partners. Barrier protection is the condom.

Crawford asked if the condom is the prevention for people who are sexually active, and whether someone can get an STI while using a condom. Gonzalez stated the condom is the primary prevention method for people who are active. Technically, people can’t get an STI with a condom unless it breaks.

Brenner asked why they don’t hear much about STIs as much now as in the past. Gonzalez stated it has become more normal. HIV was the talking point because it used to be a death sentence. Now there is treatment and people can survive. They suffer from
selective memory. People are more acquainted with STIs and treatment has gotten better. Prevention and health education have evolved. They are still working on preventing the diseases, but they’re still happening. They are still working in the community to address specific issues.

Stern stated there have been a lot of changes, including a change in diagnosis. These statistics show reported cases, which are just a few of actual cases. The cases reported change over time due to more sensitive testing and more routine health checks during which they will pick up more diagnoses.

Browne asked what they’re doing to increase awareness for the critical population who aren’t in university, and what are the particular challenges for those kids to get treatment. Gonzalez stated the school districts don’t have a standard approach for education. One goal is to have a complete approach in their educational campaign. Evidence shows educational campaigns help reduce STIs.

Stern stated sex education is not standardized and can be controversial. Focus on what keeps kids healthy, and have those discussions with respect for people’s beliefs, so they may move ahead. They may need a forum to have the discussion. Determine the barriers to treatment and come up with proposals to address them. It’s a communicable disease that is transmitted throughout the population. They keep viewing it as an individual’s disease, and the patient is responsible for treating it. The community pays for the consequence of not treating it. How they spend public resources to deal with the problem is a policy question.

Browne stated he wants to understand the cost components for identification and treatment to see if they can drive the costs down and be more effective.

Mann stated the problems are also with high school-aged children. He encourages policy that supports the scientific evidence for education and prevention in the schools. He supports any effort to deal with the controversy and bring all parties to the table. Stern stated evidence is necessary, but not sufficient to bring the community together.

Brenner stated the walk-in clinic should not charge $150 for STI screening when other places charge as little as $20. Walk-in clinics are supposed to be less expensive for people. Do something about walk-in clinics. Stern stated they’re private businesses. Their purpose is to increase access to healthcare, not on reducing costs. Often, it can be more expensive to go to a walk-in clinic.

Buchanan asked the cumulative estimate for the chart on STD age distribution. Gonzalez stated it cumulative for STIs. The data is taken over one year.

Gonzalez referenced and gave an update on the recent measles outbreak. Locally there are six cases. Staff responded quickly. He hopes they will finish observation of the existing cases soon and there will not be any other outbreaks.

1. PUBLIC SESSION

No one spoke.
2. PUBLIC HEALTH ADVISORY BOARD UPDATE (11:14:12 AM)

Doug Benjamin, Public Health Advisory Board (PHAB), updated the Board on recent advisory board comprehensive planning activities. The PHAB held a workshop and staff have researched national trends to compare with local data. They identified a list of priorities to identify best practices for Whatcom County. The work plan was given to the Planning Commission in March.

Also, Councilmember Weimer asked the PHAB to contribute to the water action plan development. The PHAB looked at some of the material, and they will address it at the meeting on May 1. Staff are putting together information and questions for the advisory board. He hopes the advisory board will have recommendations for the plan soon. Shellfish contamination and onsite septic systems (OSS) are the primary public health issues. He asked if there are other special water related issues the Board wants the PHAB to consider.

Mann stated look at nitrates in groundwater in the north county.

Brenner stated look at Lake Whatcom water quality.

Browne stated he would like to know what the PHAB can think of to include on the list.

Kremen stated that if the PHAB considers everything, it should prioritize those items.

Benjamin stated they will consider priority and also which items can be worked on that would have an impact.

Mann stated consider other areas where there is direct drinking water withdrawal, such as from Lake Samish and possibly the Nooksack River.

Browne stated consider the water quality of wells and water district compliance with water quality testing and treatment. Fecal coliform issues come from dairy farms, hobby farms, wildlife, and industrial plants.

Mann stated consider Lummi Island arsenic issues.

Brenner stated she would like to know what chemicals end up in the bay.

Benjamin stated they are recruiting for an open position on the PHAB, which is the natural sciences position.

Mann asked about integration of mental health and chemical dependency at the behavioral health organization. Delahunt stated there will be a discussion at the Finance Committee on April 22, and it will go to advisory board after that.

3. DECONTAMINATION OF ILLEGAL DRUG MANUFACTURING OR STORAGE SITES (11:25:01 AM)

Jeff Hegedus, Health Department, gave a staff report on property contamination from places where methamphetamine (meth) is either cooked or used. There is a health
risk from residual methamphetamine on surfaces where meth was produced or used. They will begin to see more and more of the nonproduction sites that are contaminated. He described the cleanup process with the property owner and the health effects from low level meth exposure. Recent funding received for cleaning up illicit use sites has ended. They will begin to see more and more of these nonproduction sites that need to be cleaned. He described the safety standard and process for testing for contamination. Amend the code to require cleanup of illicit use sites in addition to the production sites.

(11:37:32 AM)

Mann asked about long-term symptoms of someone who lives in a house that used to be an illicit use site. Hegedus stated the 1.5 microgram level is for infants, the most susceptible population.

Mann asked if the County is paying the cost of an investigation and cleanup. Hegedus stated the County pays for staff time, lab time, and indirect costs. The landowner pays for cleanup. The County is not recouping the $1,100 cost since the Department of Ecology stopped providing funding.

Buchanan asked the difference in level of contamination between a user site and a processing site. Hegedus stated there isn’t a direct correlation. It depends on how much was used over a short or long period of time.

Brenner stated that if the County finds contamination, the County’s costs should be reimbursed by the property owner. Hegedus stated the purpose today is to discuss by what mechanism would make sense for Whatcom County.

Brenner stated she has a pamphlet on landlord tips that the Housing Authority and other property owners can use to screen its applicants. Hegedus stated the County staff train the Housing Authority staff and professional property managers.

Mann asked about the protocol for testing for contamination in all areas of a property. Hegedus described the testing process.

Browne asked if the landlords can claim for the cost of cleanup on their insurance, including the County’s cost and whether a user site is reported on the title. He’s concerned about the long-term impact on property value. Hegedus stated the landlord can be insured, but it’s rare that private landlords are insured for this. Housing Authorities are typically insured for cleanup. As awareness increases in the community, more landlords will get insurance. The report on title simply indicates a report that the property exceeds cleanup standards. It can be a stigma.

Mann stated it’s a good incentive for property owners to not let it happen on their property.

Browne asked if there are different standards of cleanup according to whether the surface is accessible to infants, such as a carpet compared to a ceiling. Hegedus stated there is no difference.
Kremen stated he would like Health Department staff to write a draft ordinance to amend Whatcom County Code (WCC) 24.13 with their recommendations to adequately address the issue. The Board can fine-tune the language. Also, consider the value of the home. These structures are lower priced structures that don’t have much value. A cleanup cost of $30,000 could be one-third of the value of the structure. Make sure the inhabitants of these contaminated structures aren’t at risk.

(11:56:52 AM)

Mann stated the three requests from staff are whether they want to look at the cleanup standard, try to recoup County costs, and consider technical assistance versus regulatory compliance.

Delahunt stated they will ask the advisory board to work on those questions and bring it back to the Board with some recommendations.

Brenner stated include the real estate industry. Make sure they hand out literature to tenants and landlords. Hegedus stated he gets several calls a week about tenants and prospective property buyers about potential for meth contamination.

Browne stated have an approach that encourages compliance as opposed to imposing regulations and penalties.

Mann asked if the Board wants to hand this issue to the Public Health Advisory Board.

Kremen stated the staff should first come up with a document to work from, and then help the advisory board on the priorities so the advisory board can provide a recommendation to the Board of Health.

Mann stated they can get the advisory board to make a recommendation on technical assistance more than the policy issues.

Delahunt stated the advisory board can give a community perspective on the potential public policy issues. Staff will share the technical information with the advisory board.

Browne stated have a definition for a controlled substance and determine the penalty if an owner gives false statements in the process.

Brenner asked if contamination would eventually go away if a house is left alone. Hegedus stated it will if the environment is hot, ventilated, and over a long period of time. It depends on how much contamination exists.

Kremen asked if there is a decrease in meth use recreationally, because heroin has become less expensive. The Sheriff indicated there has been a reduction in meth activity in Whatcom County. Delahunt stated meth use is decreasing, and heroin use is increasing.
Kremen asked if there is less likelihood of injurious health contamination from heroin production and use than from meth. Hegedus stated no one is regulating residual contamination from heroin. It may be a new problem no one is looking at yet.

Stern stated the County Code defines contamination as methamphetamine, mercury, lead, and volatile organic compounds. Regulations address contaminated sites. Residual marijuana and heroin aren’t addressed in the code. In terms of environmental risk, he hasn’t heard that walls and carpets in areas where marijuana and heroin have been used is an issue. The contamination standards for production sites can indicate contamination from other things that aren’t measured. The distinction between a production site and a use site is important.

Also, methamphetamine is a pharmaceutical and can be prescribed for medical purposes. The issue is actual health risk from low level, long-term exposure versus toxic acute exposure. California’s revised standards are looking at actual health risk. If they balance health risk versus property cost, consider whether they can change standards without excess cost.

Browne asked if asbestos is covered by different rules. Stern stated it is.

Browne asked if the County code doesn’t include a standard for any material they should be measuring. Hegedus stated lead, mercury, and other materials are from production facilities. The State regulates production facilities. The County is adding methamphetamine from illicit use sites. Focus on illicit use sites rather than production facilities. The State has jurisdiction over production facilities. The County adopted the State requirements by reference and then add the requirement for cleanup, regardless of why there is contamination.

Browne described the history of how methamphetamine was developed.

ADJOURN

The meeting adjourned at 12:11 p.m.

The Council approved these minutes on ________________, 2014.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Ken Mann, Council Vice-Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL  
Committee Of The Whole  

April 22, 2014  

CALL TO ORDER  

Council Chair Carl Weimer called the meeting to order at 6:15 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 POTENTIAL FLOOD CONTROL ZONE DISTRICT PROPERTY PURCHASE (AB2014-018)  
Attorney Present: Daniel Gibson  

2. DISCUSSION WITH EXECUTIVE LOUWS REGARDING POTENTIAL STATE STREET PROPERTY ACQUISITION (AB2014-018)  
Attorney Present: None  

Weimer stated that discussion of agenda items one and 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, Brenner, Browne, Buchanan, Mann, Kremen and Weimer (7)  
Nays: None (0)  

(Clerk’s Note: Committee met in executive session until 7:00 p.m.)  

Weimer came out of executive session and announced that the executive session was taking longer than expected and will continue until no later than an additional 15 minutes. He stated the regular Council meeting will begin at 7:15 p.m.
OTHER BUSINESS

ADJOURN

The meeting adjourned at approximately 7:10 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

April 22, 2014

CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 7:13 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

(7:13:44 PM)

Present: Barbara Brenner, Ken Mann, Sam Crawford, Carl Weimer, Pete Kremen, Rud Browne and Barry Buchanan.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

Weimer announced there was discussion with Chief Civil Deputy Prosecutor Daniel Gibson regarding potential Flood Control Zone District property purchase (AB2014-018) and discussion with Executive Louws regarding potential State Street property acquisition (AB2014-018) in executive session in the Committee of the Whole meeting.

SPECIAL PRESENTATION

1. COUNTY EXECUTIVE JACK LOUWS WILL PRESENT THE “STATE OF THE COUNTY” ADDRESS (AB2014-017) (7:14:51 PM)

Jack Louws, County Executive, read the State of the County address (on file).

MINUTES CONSENT

(7:26:08 PM)

Kremen moved to approve Minutes Consent items one through four.

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 MARCH 11, 2014

2. REGULAR COUNTY COUNCIL FOR MARCH 11, 2014

3. SURFACE WATER WORK SESSION FOR MARCH 18, 2014

4. COMMITTEE OF THE WHOLE FOR MARCH 25, 2014

PUBLIC HEARINGS

1. ORDINANCE (INTERIM) ALLOWING MARIJUANA PRODUCTION, PROCESSING, AND RETAILING AS AUTHORIZED BY WASHINGTON STATE INITIATIVE 502 AND MEDICAL MARIJUANA FACILITIES AS AUTHORIZED UNDER CHAPTER 69.51A RCW (AB2014-074C) (7:26:36 PM)

Weimer opened the public hearing, and the following people spoke:

Cynthia Ripke-Kutsagoitz submitted information (on file) and stated she hopes that the initiative be repealed. The mentally ill and veterans who deal with post traumatic stress will self-medicate. She has statistics opposed to marijuana. Not all pot smokers do heroin, but all heroin addicts do pot. The drugs affect the brain. They are jeopardizing lives. She supports medical marijuana, but they are responsible for the liability this will cause the community.

Robert Kutsagoitz stated marijuana is dope. He’s from Bridgeport, Connecticut, which is the sixth worst city in America. Don’t allow marijuana, or else they will open the door to something bad. It will be in schools at all level. Put out the problem before it starts.

Dixie Scheffer stated she is a retired intensive care unit (ICU) nurse and is opposed to marijuana. It will cost lives and cause health issues. It begins as a recreational thing, but will lead to more. Many people who use marijuana are not wiser or more intelligent than when they started.

Eric Merta stated he supports the ordinance and the changes.

Peggy Chase stated she is concerned about harmful effects on developing adolescent brains. She is very opposed to marijuana. It is a gateway to other drugs. Government was established to provide safety and protection, especially for the most vulnerable of the population. They need strict laws to protect people. Marijuana is a toxin. Recreation drugs can damage the future of the children. Children won’t listen to their parents when the public dialog is saying the opposite. To be properly monitored, the locations must be centrally located.

John Hill stated the public has had 82 years of propaganda. He thanked the Council for the ordinance. Building owners who lease to growers are charging much more per square foot for the lease than for other uses. Don’t stop greenhouse owners and growers from being able to use their land. Ease up restrictions on greenhouses.
John Burns stated he is a greenhouse owner. A problem with the ordinance is with the 300 foot buffer. He doesn’t want to have to move his operation. The ordinance messes with his situation. The buffers are arbitrary. Marijuana is a crop that is meant to be grown in greenhouses.

Hearing no one else, Weimer closed the public hearing.

Mann asked staff about butane hash oil and whether there are any specific rules on that in terms of disposal of materials, including water used in hydroponic growing.

Nick Smith, Planning and Development Services Department, stated fire, building, and health codes address the issue. They have permitted a couple of facilities that have hash oil. The fire marshal’s fire flow requirements deal with that. The fire marshal determined it won’t be as bad as they thought, because there are safe methods for use. Permit applicants have to document their approved disposal method. Staff is monitoring that issue through other codes. It’s part of the process, according to State law.

Mann asked about large hydroponic or nutrient-rich water disposal.

Smith stated staff is working on it with the Health Department through the health code. He’s getting more information from the State about how much water is required for these facilities. It doesn’t necessarily need to be in this ordinance, but it’s something staff will work on through the health codes to make sure the disposal methods are appropriate.

Mann moved to adopt the ordinance.

Crawford stated he is against the ordinance. He is not convinced that eliminating the 1000 foot setback from a cluster of eight or more homes is a good idea. The interim ordinance in place is appropriate.

Brenner stated she supports the ordinance. She respects the concerns people have about this issue. The buffer requirements will address those concerns. Also, this is no different from alcohol in that it is for adults only. Nothing in the ordinance legally allows anyone underage to obtain and use marijuana. She has the same concerns about adolescents. However, putting people in jail for possessing and using marijuana is not the solution.

Mann stated he supports the ordinance. He agrees that marijuana messes with the brain, but it’s not a gateway drug. Making it illegal makes it more of a gateway drug. There is a barrier between marijuana and something that is really addictive. Alcohol is legal. There are so many more news stories about alcohol deaths and violence than about marijuana. It’s not even news when there is alcohol-related violence. It’s news when it involves marijuana, because it’s new and makes it into the sensational news stories they all read about. He supports the ordinance because the fears about grower and processor locations in neighborhoods is overblown and misplaced. From an economic development standpoint, they have to deliver certainty to folks. It’s time to put rules in place and let people go to work. The Council will review this again in six months, after it goes through the Planning Commission. He hopes the ordinance stays the same. There will be opportunity for more input and revision to the setbacks. The Council has done an excellent
job with the ordinance and listening to testimony from all members of the community. The ordinance isn’t exactly what he wants, but he will support it.

Kremen stated the Council and staff have spent a great deal of time working on this ordinance. People voted to approve the initiative. The Council and staff came up with regulations and guidelines that exceed State requirements. Councilmembers have listened to people on all sides of the issue. They’ve created more safeguards for children. He’s proud of what the Council has done and will support the ordinance.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Browne, Buchanan, Weimer and Kremen (6)

**Nays:** Crawford (1)

OPEN SESSION

(7:53:24 PM)

The following people spoke:

- Rhayma Blake spoke about the Lummi Island ferry, the Lummi Island Ferry Advisory Committee (LIFAC) appointment (AB2014-063A), and withdrew her name from consideration.
- Scott Hackett, Whatcom County Granges President, submitted and read from a handout (on file) and spoke about water planning and the water resources inventory area (WRIA) process.
- Kris Halterman spoke about the resolution amending the 2014 Whatcom County Flood Control Zone District Budget (AB2014-149) regarding Planning Unit funding, the lawsuit regarding exempt wells, the ordinance establishing the Parks Special Revenue Fund (AB2014-147), and the proposed ordinance to allow packinghouses and slaughterhouses (AB2014-060B).
- Lorraine Newman spoke the resolution amending the 2014 Whatcom County Flood Control Zone District Budget (AB2014-149) regarding Planning Unit funding.
- Karl Uppiaanco spoke about the proposed ordinance to allow packinghouses and slaughterhouses (AB2014-060B).
- Jim Dickinson spoke about the Lummi Island ferry and the Lummi Island Ferry Advisory Committee (LIFAC) appointment (AB2014-063A).

CONSENT AGENDA

(8:07:24 PM)

3. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A LEASE AGREEMENT BETWEEN WHATCOM COUNTY AND GOLDFOGE FAMILY PARTNERSHIP FOR HEALTH DEPARTMENT OFFICE SPACE AT STATE STREET, IN THE AMOUNT OF $97,990.43 FOR MAY 1, 2014 THROUGH SEPTEMBER 30, 2014; $239,880.58 FOR OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015; $244,678.19 FOR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; AND
4. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A LEASE AGREEMENT BETWEEN WHATCOM COUNTY AND GOLDFOGEL FAMILY PARTNERSHIP FOR MORGUE AND MEDICAL EXAMINER FACILITY SPACE, IN THE AMOUNT OF $20,455.79 FOR MAY 1, 2014 THROUGH SEPTEMBER 30, 2014; $50,075.78 FOR OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015; $51,077.30 FOR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; AND $52,098.85 FOR OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017 (AB2014-156B)

Jack Louws, County Executive, gave a staff report and explained the three options for the State Street purchase. Goals are to eliminate the need to renovate and replace the Northwest Annex; allow the County to own the morgue, so they can divide the building lease and medical examiner contracts; use the downtown facilities more efficiently due to the reduction in the County work force, and; to create a permit center.

The County signed a purchase and sale agreement for $2.6 million, obtained a professional appraisal that was over $3.5 million for the facility, conducted a building envelope inventory to assess the heating and air conditioning units, and conducted the phase one environmental review of the site. There was a service station on the building site many years ago. Phase two environmental testing resulted in contaminated soil along State Street, down 12 to 20 feet where there may have been a tank. There are no tanks in the ground now. The parking lot has one area of contamination that would also need to be cleaned up.

Option one is to purchase the building and parking lot for $2.6 million and renovate the building exterior and mechanical systems per the structure review at a cost of about $400,000. Cleanup is not required and does not pose a risk to human health, but it’s in the County’s best interest to clean it up. Site cleanup will be up to $350,000, but they can’t guarantee that estimate. The range of cleanup costs is $250,000 to $450,000. Option one in total would cost between $3 million to $3.5 million. The County will own the morgue, obtain 110 parking spots in the downtown core, break the connection with the medical examiner contract, and retain specific offices designed for Health Department programs. This option is the lowest in cost, but does not solve issues with the Northwest Annex.

Option two is to continue the lease of the building for the Health Department and medical examiner, which would cost $1 million for three years and five months. Dr. Goldfogel pays for all utilities, property taxes, repair and maintenance, and janitorial. All those costs are included in the $1 million lease option. If leased, his goal over the next three years will be to own a morgue facility, possibly in the Irongate facility, which would cost $1.5 million to develop into a morgue. A new 25,000 square foot permit center at the Northwest Annex would cost about $250 to $325 per square foot. A building in the downtown core would require underground or in-building parking, which increases costs significantly. There is pressure from staff in the courts and Prosecuting Attorney’s Office to find more space for them in the courthouse, because it is getting crowded. A 40,000 square foot building in the downtown core would cost $12 million to $16 million. The County
doesn’t have the resource to do that today. Another option is to buy an existing building in
Bellingham, along with building a morgue, which could cost $6 million to $8 million.

The benefits of option two are that everything would be new and facilities would be
state-of-the-art. The need for substantial repair and maintenance over the next 20 years is
eliminated. It creates the permit center. It eliminates the need to upgrade the Northwest
Annex. The County owns a new morgue facility. The Civic Center and Girard Buildings will
be used more efficiently. If built in the downtown core, collaboration among all the County
departments will be enhanced. It will disconnect the medical examiner contract and the
morgue lease. The drawbacks of option two is that it will be at least $3.5 million more than
option one.

This is a business decision. It’s not a decision he’s excited about. If the County has
the money to build new facilities, it would be nice in the longer term. The County’s not in
the position to do that right now. They need to look forward to the next ten to 15 years in
light of the new correctional facility and Sheriff’s Office.

Option three is buy the State Street building for $2.6 million, renovate at a cost up
to $2.46 million, and clean the site at a cost of $350,000. In total, that cost is $5.06 million
to $5.4 million. The benefit is that it creates the permit center, eliminates the need to
upgrade or replace the Northwest Annex, the County owns the morgue, uses several County
buildings more efficiently, obtains 110 parking spots downtown, and breaks the connection
between the medical examiner and the morgue lease. Drawbacks are that it moves the
permit center away from rural Whatcom County, staff and the public share space with the
County morgue, the morgue will still require upgrades, the State Street remodel is
expensive, overflow parking is a distance from the courthouse, the location isn’t perfect,
and the building isn’t high-tech.

Given all the options, goals, and number of staff, he recommends option three.
However, he will support any option the Council chooses.

**Crawford moved** to authorize the Executive to move forward with option one, to
purchase the building and remediate the cleanup, but do not propose options now for any
remodel or for moving staff from the Northwest Annex at this time. Keep the Health
Department staff where they are in the short-term. The value for the building is at least
half, just in the parking lot. The property is valuable. There is some certainty that cleanup
costs will be minimal. It eliminates the $1 million lease cost for the next three years. There
are enough compelling reasons to stay in the building, eliminate the lease payments and
acquire two nice pieces of real estate, and keep the most options available for moving
forward.

Browne stated he supports the motion. The County will recoup its money in about
nine years. A three years lease plus the cost of building a new morgue is the same price as
buying the existing morgue. He likes that math. However, he suggests they delay doing
the cleanup until they determine the long-term highest and best use of the site. If the
County ends up rebuilding the structure, it will have to excavate the site anyway.

Brenner stated she is against the motion. The property will be a problem and keep
costing the County money. The cleanup costs and renovation costs will end up being much
more than estimated. If the County operates the facility, it will have to pay the operational
costs for people to be in the building. If the County has to take over the morgue, she
prefers the Irongate option. Do not allow the Northwest Annex to continue to deteriorate.
For many years, the goal has been to let it deteriorate. Whenever there are repairs, it gets
worse. The numbers aren't realistic.

Mann stated the numbers are very realistic. It makes sense in terms of the savings
the County will get from not paying rent and not having to build a morgue. The parking
spaces have value. However, remodel estimates are too expensive. He likes option one
given the purchase price. He supports the motion.

Kremen stated he is conflicted, because there is no clear best option. Option one
seems to be the most palatable and make the most sense. However, some of the numbers
are nebulous. The City of Bellingham and Port of Bellingham conducted a major study on
the cleanup costs for the Georgia Pacific property. The estimate was incorrect by about 300
percent, and the cost ended up being a few hundred million dollars more than anticipated.
They don’t know how much longer the existing morgue will last without upgrades. They
underuse the Civic Center building and the Girard Street building. There is no clear choice.
He is reluctant to make a decision at this time. Get more detail on costs, do more due
diligence, and put more focus on an alternative site within the city of Bellingham. He would
like to ask if Dr. Goldfogel would give the County more time to consider the issues.

Weimer stated he supports option three. A million dollar lease is coming up and
there are significant issues with the Northwest Annex. He’s in favor of moving forward with
the remodel to put issues behind them. Option one doesn’t preclude option three, it just
gives them more time to think about the remodel of the building, so he supports the
motion.

Browne suggested a friendly amendment that the Council not require the
cleanup immediately, and leave it until they know what they will do with the property in the
long-term.

Crawford did not accept the friendly amendment. Cleanup is not legally required,
but the County must be a responsible property owner in terms of environmental issues.
There may be other County properties for which the County has chosen to not do that, but
the scale of this cleanup is small. Testing and disposal of the materials can get expensive,
but he has no interest in owning the property without cleanup.

Browne stated cleanup involves digging a hole and removing the material. The
material isn’t currently posing a threat. Inaction doesn’t hurt anything. If they dig up the
hole, fill in the hole, and dig it up again later to build a new structure, they will duplicate
work and spend the money twice.

Buchanan stated he agrees with Councilmember Crawford that the County is
responsible for cleaning up the site once the County owns it. They don’t know how cleanup
costs may escalate in the future. It is smarter to pay for it now at today’s dollars.

The motion carried by the following vote:
**Ayes:** Mann, Crawford, Browne, Buchanan, and Weimer (5)
**Nays:** Kremen and Brenner (2)
Louws stated he asks the Council to go forward with the two leases on the Consent agenda because the administration will not be able to finish the purchase by April 30. With his executive authority, he already extended these contracts by two months, but that expires a few days after May 1.

Crawford asked if the purchase will cancel the lease agreements with no further costs to the County. Louws stated the leases transfer to the new owner, which will be the County.

Crawford reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through 13.

Brenner withdrew Consent Agenda item one.

The motion to approve Consent Agenda items two through 13 carried by the following vote:

Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

1. APPROVAL OF REQUEST FROM WHATCOM COUNTY PARKS & RECREATION DEPARTMENT TO REMOVE A STRUCTURE AT LAKE WHATCOM PARK, PURSUANT TO WHATCOM COUNTY CODE 1.10.395 (AB2014-155)

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

Brenner stated she is against removing the structure. It would make a good storage building. It’s structurally sound. She doesn’t like the idea of leaving the lawn. Leave the building where it is. Plant native plants in the area. Her first concern is not having a picnic area for people. Don’t bring more people into the Lake Whatcom watershed. This doesn’t need to happen. The County is spending a lot of money in the watershed now. This is a token action the County can do.

Kremen stated he has concerns about the lawn, but also questions whether they should rip out the lawn and plant native vegetation. According to former Cooperative Extension Director Craig MacConnell, tearing out a lawn would be more degrading to the quality of the water because it disturbs the soils. It would take more than a year for the new planted vegetation to take hold, provide stability, and prevent contamination from infiltrating the lake. He asked the Park Department’s plan for that lawn.

Mike McFarlane, Parks and Recreation Department Director, stated the lawn will be left as is. There is no development plan for it. The department’s intent is to maintain what is there to prevent blackberries from growing. It will have to be mowed a couple times during the year. Any rough areas will be seeded over and left as is. Staff will mow every three or four weeks to keep things controlled until they develop a plan for the property.

Brenner stated it’s easy to convert a lawn to native plants, which absorb all kinds of materials as well as prevent erosion better than a lawn. There shouldn’t be a picnic area there. She doesn’t want more people there.
Kremen stated that area is the second most used venue in the County’s entire park system. People are already there. People have picnics there now. It's a convenient place for people to do those kinds of activities. People drive from all over the county to use this gem in the park system.

Weimer stated this lawn is set far back from the lake. There isn't a plan to bring the lawn to the lake. Leaving the lawn as it is until they develop some kind of educational display on best practices is fine.

Brenner stated she tore out a huge amount of lawn at her house at Deer Creek. There was no erosion. It has to be cared for during the first year or two, which master gardener class graduates and others can do. It will hold the soil and remove any toxins.

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

2. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND BAYSIDE PATHOLOGY, INC. FOR MEDICAL EXAMINER SERVICES, IN THE AMOUNT OF $1,213,220.32 (AB2014-156)

5. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND CATHOLIC COMMUNITY SERVICES FOR MENTAL HEALTH TREATMENT SERVICES, IN AN AMOUNT ESTIMATED AT $40,000 (AB2014-157)

6. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND INTERFAITH COMMUNITY HEALTH CENTER FOR MENTAL HEALTH TREATMENT SERVICES, IN AN AMOUNT ESTIMATED AT $57,000 (AB2014-158)

7. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A GRANT AGREEMENT BETWEEN WHATCOM COUNTY AND THE EXECUTIVE OFFICE OF THE PRESIDENT OF NATIONAL DRUG CONTROL POLICY TO SUPPORT THE NORTHWEST HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) BORDER TASK FORCE PROSECUTION INITIATIVE, IN THE AMOUNT OF $175,073 (AB2014-159)

8. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND 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, IN THE AMOUNT OF $33,275, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $992,540 (AB2014-160)
9. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND THE BELLINGHAM SCHOOL DISTRICT FOR BEHAVIORAL HEALTH SERVICES TO YOUTH, IN THE AMOUNT OF $140,000, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $320,000 (AB2014-162)

10. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND THE LYNDEN SCHOOL DISTRICT FOR BEHAVIORAL HEALTH SERVICES TO YOUTH, IN THE AMOUNT OF $117,500, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $252,500 (AB2014-163)

11. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND THE FERNDALE SCHOOL DISTRICT FOR BEHAVIORAL HEALTH SERVICES TO YOUTH, IN THE AMOUNT OF $117,710, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $267,710 (AB2014-164)

12. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND THE MERIDIAN SCHOOL DISTRICT FOR BEHAVIORAL HEALTH SERVICES TO YOUTH, IN THE AMOUNT OF $115,000, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $245,000 (AB2014-165)

13. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND THE BLAINE SCHOOL DISTRICT FOR BEHAVIORAL HEALTH SERVICES TO YOUTH, IN THE AMOUNT OF $115,000, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $245,000 (AB2014-166)

OTHER ITEMS

1. DISCUSSION OF INTEGRATING THE PROCUREMENT OF MENTAL HEALTH AND CHEMICAL DEPENDENCY TREATMENT SERVICES AND APPROVAL OF A REQUEST TO AMEND THE CURRENT NORTH SOUND RSN INTERLOCAL AGREEMENT TO FORM A BEHAVIORAL HEALTH ORGANIZATION (AB2014-154) (8:46:57 PM)

Crawford reported for the Finance and Administrative Services Committee and moved to approve option one, to amend the RSN interlocal agreement to form a behavioral health organization.

The motion carried by the following vote:

Ayes:  Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays:  None (0)

2. ORDINANCE ESTABLISHING THE PARKS SPECIAL REVENUE FUND (AB2014-147) (8:47:17 PM)
Crawford reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

Brenner stated she is against the ordinance because it removes money that is supposed to be in the conservation futures fund and puts it into this fund, which is against the voters wishes. Even though it is legal, it isn’t right. It’s about public trust to not change something that was approved by ballot.

The motion carried by the following vote:
Ayes: Mann, Crawford, Buchanan, Weimer and Kremen (5)
Nays: Brenner (1)
Absent: Browne (out of the room) (1)

(Clerk’s Note: The Council reconsidered this item, see below.)

3. ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, NINTH REQUEST, IN THE AMOUNT OF $1,958,575 (AB2014-148) (8:49:08 PM)

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

Brenner stated she will not support this ordinance for the same reason as the previous item. The money will be allowed to purchase capital equipment, which the conservation futures fund doesn’t allow. Equipment should be purchased from the general fund, not from funds that should be in the conservation futures fund.

(Clerk’s Note: Discussion continued after the following vote.)

2. ORDINANCE ESTABLISHING THE PARKS SPECIAL REVENUE FUND (AB2014-147)

Kremen moved to reconsider the vote to adopt this ordinance.

The motion to reconsider carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)

The motion to adopt carried by the following vote:
Ayes: Mann, Crawford, Browne, Buchanan, Weimer and Kremen (6)
Nays: Brenner (1)

(Clerk’s Note: Discussion continued from above.)

3. ORDINANCE AMENDING THE 2014 WHATCOM COUNTY BUDGET, NINTH REQUEST, IN THE AMOUNT OF $1,958,575 (AB2014-148)

The motion to adopt carried by the following vote:
Ayes: Mann, Crawford, Browne, Buchanan, Weimer and Kremen (6)
Nays: Brenner (1)
4. **RESOLUTION AMENDING THE 2014 WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BUDGET, THIRD REQUEST, IN THE AMOUNT OF $647,500** (AB2014-149) *(8:52:00 PM)*

(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 resolution.

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

5. **REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND LAND DEVELOPMENT ENGINEERING FOR DESIGN ASSISTANCE FOR HARBORVIEW ROAD DRAINAGE IMPROVEMENTS, IN THE AMOUNT OF $76,355** (AB2014-161) *(8:53:26 PM)*

(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)

6. **REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND THE LUMMI NATION FOR CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF HAXTON WAY ROUNDABOUT AND ASSOCIATED PUBLIC APPURTENANCES** (AB2014-167) *(8:53:58 PM)*

*Brenner* reported for the Public Works, Health, and Safety Committee and stated the whole thing is being paid for by the Lummi Nation. She **moved** to approve the request.

Kremen stated this project is an example of how Whatcom County and the Lummi Nation can collaborate well for the good of all. They all pay for this roundabout. It’s being paid for by the federal government, in which Whatcom County citizens pay. He credits the Lummi Nation for obtaining the money for construction.

Crawford stated this roundabout will be a nice transition from the 55 mile per hour speed limit zone to the 25 miles per hour zone.

The motion carried by the following vote:
Ayes: Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)
7. ORDINANCE AMENDING THE WHATCOM COUNTY CODE REGARDING CORNER LOT AND THROUGH LOT BUILDING SETBACKS (AB2014-146) (8:57:10 PM)

Mann reported for the Planning and Development Committee and moved to adopt the ordinance.

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

8. REQUEST APPROVAL OF THE DRAFT PUBLIC PARTICIPATION PLAN (AB2014-168) (8:57:48 PM)

Mann reported for the Planning and Development 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)

9. NOMINATION AND APPOINTMENT TO FILL ONE VACANCY ON THE LUMMI ISLAND FERRY ADVISORY COMMITTEE - APPLICANT(S): JIM DICKINSON AND RAYMA BLAKE (AB2014-063A) (8:58:15 PM)

Weimer stated applicant Rhayma Blake withdrew her name from consideration earlier in the meeting.

Brenner nominated Jim Dickinson and Byron Moye.

Crawford voted for Dickinson.

Brenner voted for Dickinson.

Weimer voted for Moye.

Mann voted for Moye.

Buchanan voted for Moye.

Browne voted for Moye.

Kremen voted for Dickinson.

Weimer stated the Council appointed Byron Moye.

10. NOMINATION AND APPOINTMENT TO FILL ONE VACANCY ON DIKING DISTRICT #3 POSITION 3 – APPLICANT: ROGER BAJEMA (AB2014-100) (9:01:02 PM)
Brenner moved to nominate and appoint Roger Bajema. She talked to Roger Bajema, who has no financial ties with the County.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

**INTRODUCTION ITEMS**

1. ORDINANCE AMENDING THE WHATCOM COUNTY CODE TO ALLOW PACKINGHOUSES AND SLAUGHTERHOUSES IN THE AGRICULTURE ZONING DISTRICT AS ADMINISTRATIVE APPROVAL USES (AB2014-060B) (9:02:19 PM)

Mann moved to accept the substitute Introduction Item.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

**Nays:** None (0)

**COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

(9:02:33 PM)

Buchanan reported for the Natural Resources Committee and stated there was a presentation to introduce the Washington Conservation Corps crew and presentation of project activities and accomplishments (AB2014-051A) and a discussion of Whatcom County landslide hazard areas and risk management (AB2014-169). BTV10 will broadcast the committee meeting on several dates and times.

**RESOLUTION IN SUPPORT OF REDUCING THE SPEED LIMIT FOR A PORTION OF KENDALL ROAD (AB2014-171)**

Brenner moved to approve the resolution. Local residents asked the Council to support their application to the State Department of Transportation to reduce the speed limit in front of the school. She read the resolution.

Crawford stated he will support the resolution, but the resolution makes certain statements that are unclear. There’s no explanation for the reason to reduce the area from Limestone to South Pass. There are no houses there. The real problem is where kids come out south of Paradise and walk along the road. The County’s engineer has indicated in the past that when trying to make a speed limit too slow in an area that has visual cues for the drivers, it can become more of a hazard. However, he will support the letter because it is well-intentioned. In the future, he would appreciate it if the Council had more time to vet things like this.
Browne stated he agrees with Councilmember Crawford. It doesn’t seem like a pressing issue. It should have gone through the normal process to ask the Public Works Department to make a recommendation.

Crawford stated it’s a State highway. The County staff doesn’t do analysis. If asked, the staff would say the Council has to ask the State. He would like to know why the reduction goes so far north of Limestone.

Brenner stated the Coalition felt that’s where it needs to be. She trusts the Coalition. The road is dangerous. This resolution has no force of law.

Kremen stated he thanks Councilmember Brenner for discussing this with him. He asked her why they need the reduction past South Pass Road. He is a proud sponsor of the resolution. It’s likely they’ll get a report from the State Department of Transportation about the speed limit, which should be lowered. The DOT may not extend the reduction as far as asked. The underlying intent of the resolution is good. The Council will try to respond to the wishes of the people in the greater Kendall area.

Weimer stated he appreciates Councilmember Brenner for bringing this forward. It’s not appropriate to have a 55 mile per hour speed limit through an urban growth area where people walk.

Browne referenced the second whereas statement and stated he agrees with Councilmember Crawford. Roundabouts are a traffic calming device.

The motion carried by the following vote:

Ayes:  Brenner, Mann, Crawford, Browne, Buchanan, Weimer and Kremen (7)

Nays:  None (0)

Mann reported for the Planning and Development Committee and stated there was presentation of the 2014 County-wide Population Growth Monitoring Report (AB2014-097A) on population growth.

Kremen reported that first half property taxes are due soon on April 30. Only about 10 percent goes to Whatcom County. Ninety percent goes to other taxing districts, including the State of Washington.

Browne stated he recognizes Council staff person Martha Blakely for retiring on April 30 and wished her well.

ADJOURN

The meeting adjourned at 9:18 p.m.

The Council approved these minutes on ______________, 2014.

ATTEST:  WHATCOM COUNTY COUNCIL
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**TITLE 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

**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.

**COMMITTEE ACTION:**
4/22/2014: Amended. Staff will present substitute with amendments before the evening Council meeting for introduction

**COUNCIL ACTION:**
4/22/2014: Substitute 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](http://www.co.whatcom.wa.us/council).
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-
ALLOWING 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 and value added 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 and value added 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 and value added 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 Nonsignificance (DNS) is still applicable.

17. The Rural Industrial Manufacturing (RIM) zone is the only zone presently in Whatcom County that specifically provides a permitting pathway to allow for slaughtering facilities. Applicability of land within the RIM zone to a new
agricultural slaughterhouseing facility is presently 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.

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 proposed subject amendments 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:**

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<th>Carl Weimer, Council Chair</th>
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**APPROVED AS TO FORM:**

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( ) 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 and no more than three (3) slaughterhouses 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. If required by the Washington State Department of Ecology, the following permits shall be obtained:
   a. State waste discharge permit (WCC 173-216)
   b. Industrial stormwater permit – general permit (WAC 173-226)
   c. An NPDES Permit (RCW 90.48 and WAC 173-220)
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 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 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.
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 and
slaughterhouses, 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/slaughterhouses and schools
shall be 500 feet.
(4) The minimum separation between packinghouses/slaughterhouses 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.
**TITe OF DOCUMENT:**
Appointment to Lynden/Everson Flood Subzone Advisory Committee-Hank Roorda

**ATTACHMENTS:**
Application

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

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


**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).*
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Hank Roorda

Street Address: 850 Hampton Rd

City: Lynden

Zip Code: 98264

Mailing Address (if different from street address):

Day Telephone: 354-5928 Evening Telephone: 354-5928 Cell Phone: 915-4360

E-mail address: roordah2@frontier.com

1. Name of board or committee—please see reverse: Lynden/Foo-foo Flood Control Sub Zone A, etc.

2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) ( ) yes ( ) no

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three

5. Are you a US citizen? ( ) yes ( ) no

6. Are you registered to vote in Whatcom County? ( ) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes ( ) no

If yes, dates: 1999 - 2009

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes ( ) no

If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education,

Retired - Salesman - 9 years on board before I was President, 10 years college lived in Whatcom County for 63 years. FSU board for 9 years, lyder Park Park & Recreation Board member, Peace Pit 1st CEC, ag preservation board member 9 years.

10. Please describe why you’re interested in serving on this board or commission:

Live in flood plain & very into the weather spotter, NWS

References (please include daytime telephone number):

Rex Brown 354-2972

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.
Name: Lynden/Everson Flood Control Sub-Zone Advisory Committee

Membership: 5 members

Purpose: Duties include being an integral part of the program reviewing the comprehensive plan for flood control; discussing and recommending budget appropriation; and being the liaison with the public by holding public meetings.

Enabling Statute(s):

Term Information: 4 years, 2 term limit, 1 year separation required

Meeting Information:

Staff Contact: Paula Cooper 676-6876

<table>
<thead>
<tr>
<th>Position #</th>
<th>Name</th>
<th>Term Information</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Jeff DeJong</td>
<td>2\textsuperscript{ND} Term Expires 1/31/2016</td>
</tr>
<tr>
<td>B</td>
<td>Ron Bronsema</td>
<td>1\textsuperscript{st} Term Expires 1/31/2016</td>
</tr>
<tr>
<td>C</td>
<td>Nathan Kleindel</td>
<td>2\textsuperscript{nd} term ending 1/31/2018</td>
</tr>
<tr>
<td>D</td>
<td>Vacant</td>
<td>term ended 1/31/2014</td>
</tr>
<tr>
<td>E</td>
<td>John Courtney</td>
<td>2\textsuperscript{nd} term ending 1/31/2018</td>
</tr>
</tbody>
</table>

Updated: 1/30/2014
**WHATCOM COUNTY COUNCIL AGENDA BILL**

**Title: 2014 Supplemental Budget Request #10**

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

**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 #10 requests funding from the General Fund:

1. To appropriate $133,615 in the General Fund to fund Master Collective Bargaining Unit health benefits increase.
2. To decrease appropriation by ($1,743) in the Health Department to redistribute health increase to other funds.
3. To appropriate $493,771 in Sheriff’s Office to fund various grant-funded projects.
4. To appropriate $9,500 in Sheriff’s Office to fund Boating Safety Program patrols.

From the Road Fund:

5. To appropriate $50,664 in Road to fund Master Collective Bargaining Unit health benefits increase.
6. To appropriate $850,000 in Road to fund Gooseberry Point Dolphin Replacement Project.

From the Election Reserve Fund:

7. To appropriate $3,150 to fund Master Collective Bargaining Unit health benefits increase.

From the Veteran’s Relief Fund:

8. To appropriate $630 to fund Master Collective Bargaining Unit health benefits increase.

From the Jail Fund:

9. To appropriate $6,300 to fund Master Collective Bargaining Unit health benefits increase.

** COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:** 198

**Related File Numbers:**

**Ordinance or Resolution Number:**

---

**CLEARANCES**

<table>
<thead>
<tr>
<th>Originator</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to</th>
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<tbody>
<tr>
<td></td>
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<td></td>
<td>05/06/14</td>
<td>Intro</td>
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<tr>
<td><strong>Division Head:</strong></td>
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<td>RE E I V D</td>
<td>05/20/14</td>
<td>Finance Committee; Council</td>
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<td><strong>Dept. Head:</strong></td>
<td></td>
<td>4/24/14</td>
<td>APR 29 2014</td>
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<tr>
<td><strong>Prosecutor:</strong></td>
<td>4/29/14</td>
<td></td>
<td>WHATCOM COUNTY COUNCIL</td>
<td></td>
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<tr>
<td><strong>Purchasing/Budget:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Executive:</strong></td>
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</tbody>
</table>
Continued:

From the Homeless Housing Fund:
10. To appropriate $793 to fund Master Collective Bargaining Unit health benefits increase.

From the Stormwater Fund:
11. To appropriate $2,100 to fund Master Collective Bargaining Unit health benefits increase.

From the Mental Health/Chemical Dependency Fund:
12. To appropriate $2,945 to fund Master Collective Bargaining Unit health benefits increase.

From the Emergency Management Fund:
13. To appropriate $525 to fund Master Collective Bargaining Unit health benefits increase.

From the Solid Waste Fund:
14. To appropriate $525 to fund Master Collective Bargaining Unit health benefits increase.

From the Victim Witness Fund:
15. To appropriate $525 to fund Master Collective Bargaining Unit health benefits increase.

From Real Estate Excise Tax Fund I:
16. To provide additional funding of $23,314 for Central Plaza building HVAC system.
17. To re-appropriate $10,000 for Central Plaza building envelope project.
18. To provide additional funding of $217,857 for Courthouse building envelope survey.

From the Public Utilities Improvement Fund:
19. To appropriate $80,607 for transfer to REET I for Courthouse exterior project.

From the Ferry Fund:
20. To appropriate $525 to fund Master Collective Bargaining Unit health benefits increase.

From the Equipment Rental & Revolving Fund:
21. To appropriate $7,088 to fund Master Collective Bargaining Unit health benefits increase.

From the Administrative Services Fund:
22. To appropriate $18,900 to fund Master Collective Bargaining Unit health benefits increase.
ORDINANCE NO. 10 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>
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<tr>
<td>General Fund</td>
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<tr>
<td>Assessor</td>
<td>12,600</td>
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<td>12,600</td>
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<tr>
<td>Auditor</td>
<td>4,725</td>
<td>-</td>
<td>4,725</td>
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<tr>
<td>County Clerk</td>
<td>10,500</td>
<td>-</td>
<td>10,500</td>
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<tr>
<td>District Court</td>
<td>7,351</td>
<td>-</td>
<td>7,351</td>
</tr>
<tr>
<td>District Court Probation</td>
<td>6,826</td>
<td>-</td>
<td>6,826</td>
</tr>
<tr>
<td>Extension</td>
<td>1,050</td>
<td>-</td>
<td>1,050</td>
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<tr>
<td>Health</td>
<td>11,907</td>
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<td>11,907</td>
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<tr>
<td>Hearing Examiner</td>
<td>525</td>
<td>-</td>
<td>525</td>
</tr>
<tr>
<td>Juvenile</td>
<td>16,800</td>
<td>-</td>
<td>16,800</td>
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<tr>
<td>Parks</td>
<td>9,975</td>
<td>-</td>
<td>9,975</td>
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<tr>
<td>Planning &amp; Development</td>
<td>18,900</td>
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<td>18,900</td>
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<tr>
<td>Prosecuting Attorney</td>
<td>10,500</td>
<td>-</td>
<td>10,500</td>
</tr>
<tr>
<td>Public Defender</td>
<td>5,250</td>
<td>-</td>
<td>5,250</td>
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<tr>
<td>Sheriff</td>
<td>512,196</td>
<td>(493,771)</td>
<td>18,425</td>
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<tr>
<td>Superior Court</td>
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<tr>
<td>Treasurer</td>
<td>4,988</td>
<td>-</td>
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<td><strong>Total General Fund</strong></td>
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<td>Election Reserve Fund</td>
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<tr>
<td>Veteran's Relief Fund</td>
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<tr>
<td>Jail Fund</td>
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<tr>
<td>Homeless Housing Fund</td>
<td>793</td>
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<tr>
<td>Stormwater Fund</td>
<td>2,100</td>
<td>-</td>
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<td>Mental Health/Chemical Dependency Fund</td>
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<td>Emergency Management Fund</td>
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<td>Solid Waste Fund</td>
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<td>Victim Witness Fund</td>
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<tr>
<th>Fund</th>
<th>Amount</th>
<th>Change</th>
<th>Total</th>
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<td>Real Estate Excise Tax Fund I (REET I)</td>
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<td>Public Utilities Improvement Fund</td>
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<tr>
<td>Equipment Rental &amp; Revolving Fund</td>
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<td>Administrative Services Fund</td>
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<tr>
<td><strong>Total Supplemental</strong></td>
<td>1,911,591</td>
<td>(574,378)</td>
<td>1,337,213</td>
</tr>
</tbody>
</table>

ADOLPTED this ___ day of ________________, 2014.

ATTEST:

WHERECOM COUNTY COUNCIL
WHERECOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Jack Louws, County Executive

Date: __________________________
## Summary of the 2014 Supplemental Budget Ordinance No. 10

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased Expenditure (Decrease)</th>
<th>Increased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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<tbody>
<tr>
<td>General Fund</td>
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<tr>
<td>Assessor</td>
<td>To fund Master Collective Bargaining Unit health benefits increase.</td>
<td>12,600</td>
<td>-</td>
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<tr>
<td>Auditor</td>
<td>To fund Master Collective Bargaining Unit health benefits increase.</td>
<td>4,725</td>
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<tr>
<td>County Clerk</td>
<td>To fund Master Collective Bargaining Unit health benefits increase.</td>
<td>10,500</td>
<td>-</td>
<td>10,500</td>
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<tr>
<td>District Court</td>
<td>To fund Master Collective Bargaining Unit health benefits increase.</td>
<td>7,351</td>
<td>-</td>
<td>7,351</td>
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<tr>
<td>District Court Probation</td>
<td>To fund Master Collective Bargaining Unit health benefits increase.</td>
<td>6,826</td>
<td>-</td>
<td>6,826</td>
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<tr>
<td>Extension</td>
<td>To fund Master Collective Bargaining Unit health benefits increase.</td>
<td>1,050</td>
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<td>1,050</td>
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<td>Health</td>
<td>To fund Health Dept Benefit Adjustment.</td>
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<tr>
<td>Hearing Examiner</td>
<td>To fund Master Collective Bargaining Unit health benefits increase.</td>
<td>525</td>
<td>-</td>
<td>525</td>
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<tr>
<td>Juvenile</td>
<td>To fund Master Collective Bargaining Unit health benefits increase.</td>
<td>16,800</td>
<td>-</td>
<td>16,800</td>
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<tr>
<td>Parks</td>
<td>To fund Master Collective Bargaining Unit health benefits increase.</td>
<td>9,975</td>
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<td>Planning &amp; Development</td>
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<td>18,900</td>
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<tr>
<td>Prosecuting Attorney</td>
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<tr>
<td>Public Defender</td>
<td>To fund Master Collective Bargaining Unit health benefits increase.</td>
<td>5,250</td>
<td>-</td>
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<tr>
<td>Sheriff</td>
<td>To fund Master Collective Bargaining Unit health benefits increase.</td>
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<tr>
<td>Sheriff</td>
<td>To fund Crisis Negotiation Team Training.</td>
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<tr>
<td>Sheriff</td>
<td>To fund FFY 2013 Operation Stonegarden program.</td>
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<td>To fund 2014 Recreational Boating Safety Grant Program.</td>
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<td>To provide additional funding for Central Plaza building HVAC system.</td>
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Supplemental Budget Request

Administrative Services

Status: Pending

Fund 1

Cost Center

Originator: Marianne Caldwell

Expenditure Type: One-Time

Year 2 2014

Add'l FTE □ Add'l Space □ Priority 1

Name of Request: 2014 GF Health Benefits Increase - Master

Department Head Signature (Required on Hard Copy Submission)

Date

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1a. Description of request:

Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster’s Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:

Employees

2. Problem to be solved:

This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:

NA

3b. Cost savings:

none

4a. Outcomes:

Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:

n/a

5a. Other Departments/Agencies:

Affects all departments

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

n/a

6. Funding Source:

Fund Balance

Friday, April 11, 2014
### 2014 HEALTH INSURANCE ADJUSTMENTS BY COST CTR MASTER

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1a. Description of request:
Adopt budget authority to provide offsetting entries to charge out health insurance increases through hourly billing rates in the Health Department. See attached cost center listing and related Suppl ID 1841.

1b. Primary customers:
Employees in Master unit.

2. Problem to be solved:
The Health Department uses hourly billing rates for most employees as an accounting mechanism to charge out employee wages and benefits to grant and restricted funding sources. This budget authorization is needed simply to accommodate this accounting mechanism. The entries have the effect of reducing budget authority in the "labor cost pool" cost center and increasing it in the restricted funding cost centers connected with the projects the employees will actually be working on.

3a. Options / Advantages:
none

3b. Cost savings:
none

4a. Outcomes:
n/a

4b. Measures:
n/a

5a. Other Departments/Agencies:
n/a

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

6. Funding Source:
n/a Direct Billing Rate (6190) accounts and Direct Billing Offset (6195) accounts offset each other. $1,743 of the health benefit increases will be funded by a combination of Vets Relief Fund ($105), the Homeless Housing Fund ($793), and the MH/CD Fund ($845). Related supplementals have been prepared (Suppl IDs 1668, 1671, & 1852)
## HEALTH DEPARTMENT DIRECT BILLING OFFSETS MASTER

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<th>1 (General Fund)</th>
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*Supp # 1852*
Memorandum

TO: Jack Louws, County Executive

FROM: Sheriff Bill Elfo

DATE: April 21, 2014

SUBJECT: Supplemental Budget ID# 1831
Crisis Negotiation Team Training 2014

The attached Supplemental Budget requests budget authority for Sheriff's Office Crisis Negotiation Team Training in 2014.

Background and Purpose
Members of the Sheriff’s Office Crisis Negotiation Team (CNT) require continued training to keep their skills current. The Sheriff’s Office requests budget authority for 8 CNT members to attend Western States Hostage Negotiators’ Association (WSHNA) training in Bellevue, WA.

Funding Amount and Source
Funding of $5,000 will be provided by the Whatcom County Health Department Behavioral Health Fund as this training relates directly to crisis intervention and responding to mental health issues.

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

Thank you.
Supplemental Budget Request

Status: Pending

Sheriff

Fund 1 Cost Center 2940 Originator: Dawn Pierce

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

Name of Request: Crisis Negotiation Team Training 2014

Department Head Signature (Required on Hard Copy Submission) Date

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1a. Description of request:
The Sheriff's Office Crisis Negotiation Teams (CNT) will receive training at the Western States Hostage Negotiators' Association (WSHNA) Annual Conference May 27-30, 2014. Featured presenters at the training this year will discuss and debrief actual events involving hostage barricade and kidnapping, suicide intervention, and prison escape attempt/hostage taking.

1b. Primary customers:
Sheriff's Office Crisis Negotiation Teams (CNT), citizens of Whatcom County, and individuals in crisis.

2. Problem to be solved:
Continued training for CNT allows team members to receive updates on emerging trends to keep current on their skills and develop a higher degree of proficiency in the performance of their duties.

3a. Options / Advantages:
Training funds are available from the Whatcom County Health Department Behavioral Health Fund.

3b. Cost savings:
Cost savings to the Sheriff's Office of $5,000.

4a. Outcomes:
Members of the Sheriff's Office CNT will receive training at the WSHNA Annual Conference.

4b. Measures:
Positive outcomes for crisis negotiation incidents.

5a. Other Departments/Agencies:
The Whatcom County Health Department administers the Behavioral Health Fund.

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

6. Funding Source:
Operating Transfer In of $5,000 from the Whatcom County Health Department Behavioral Health Fund.

Monday, April 21, 2014
Memorandum

TO: Jack Louws, County Executive

FROM: Sheriff Bill Elfo

DATE: April 21, 2014

SUBJECT: Supplemental Budget ID# 1854
2014 Operation Stonegarden FY2013


Background and Purpose
The U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) awarded FY2013 Operation Stonegarden funds of $447,391 to Whatcom County to enhance law enforcement’s preparedness and operational readiness along the international borders of the United States. Of this amount, the Sheriff’s Office allocation is $147,800 and the allocation for other area law enforcement agencies (sub-recipients) is $299,591. The Sheriff’s Office anticipates using its share of these funds in calendar year 2014 as follows: Overtime Wages & Benefits ($140,000) and Mileage ($7,800).

Formal grant agreement will be received from the State of Washington Military Department Emergency Management Division pending final approval from the Federal Emergency Management Agency.

Funding Amount and Source

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

Thank you.
Supplemental Budget Request

Status: Pending

Sheriff Operations

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Expenditure Type: One-Time

Year 2 2014

Add'l FTE □ Add'l Space □ Priority 1

Name of Request: 2014 Operation Stonegarden FFY2013

Department Head Signature (Required on Hard Copy Submission)

4/21/14

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Request Total: $0

1a. Description of request:

The U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) awarded FY2013 Operation Stonegarden (OPSG) funds in the amount of $447,391 to Whatcom County to enhance the cooperation among federal, state, and local law enforcement agencies in a joint mission to secure the international borders of Whatcom County.

In coordination with U.S. Border Patrol, the Whatcom County Sheriff's Office and other law enforcement agencies will utilize OPSG funding to purchase approved equipment and provide enhanced patrols to increase law enforcement presence in maritime and land based border areas targeting illicit activity in Whatcom County, specifically the cross border smuggling of aliens, weapons, currency, and narcotics.

1b. Primary customers:

Area law enforcement agencies and citizens of Whatcom County.

2. Problem to be solved:

Whatcom County shares over 131 miles of border with Canada (89 miles of land border and 42 miles of maritime border). These borders are open, easily accessible, and vulnerable to incursion by undocumented aliens, contraband smugglers, and potential terrorists.

Whatcom County's land border with Canada is adjacent to the Vancouver metropolitan area which lies immediately north of the international boundary. Intelligence indicates there are multiple terrorist organizations and/or sympathizers located in Canada, many in the Vancouver area. Due to its temerate climate and close proximity to Vancouver, B.C., seaports, international airports, and the I-5 corridor, Whatcom County has been a favored operational area for alien, drug, and weapons smugglers. The vulnerability in border security set against the volume of criminal activity in the region puts Whatcom County borders at risk.

Operation Stonegarden projects will strengthen partnerships among federal, state, and local agencies and improve border security through increased cooperation, enhanced patrols, and additional equipment.

Monday, April 21, 2014

Rpt: Rpt Suppl Regular
3a. Options / Advantages:
OPSG funds are awarded specifically for projects that will enhance law enforcement's preparedness and operational readiness along international borders of the United States, projects that would otherwise have to be funded with local monies or eliminated.

3b. Cost savings:
Total Award $447,391:
Whatcom County Sheriff's Office $147,800; other law enforcement agencies (sub-recipients) $299,591

4a. Outcomes:
Enhanced patrols will be completed and equipment purchased per contract specifications and timelines. Daily Activity Reports will be completed and sent to Border Patrol.

4b. Measures:
The Whatcom County Sheriff’s Office and U.S. Border Patrol will monitor projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:
Agencies participating in FY2013 Operation Stonegarden in Whatcom County are: U.S. Border Patrol, the Whatcom County Sheriff's Office, and the Bellingham, Blaine, Everson, Ferndale, Lynden, and Sumas Police Departments.

Although receiving no OPSG funding, U.S. Border Patrol will provide coordination among participating agencies. Participating agencies receiving OPSG funding will provide enhanced law enforcement presence to reduce criminal activity in border areas.

5b. Name the person in charge of implementation and what they are responsible for:
The following individuals will coordinate projects within their jurisdictions: Undersheriff Jeff Parks, Whatcom County Sheriff's Office; Special Operations Supervisor Russell McCarty, U.S. Border Patrol - Blaine Sector; Lt. Robert VanderYacht, Bellingham PD; Chief Mike Haslip, Blaine PD; Chief Dan MacPhee, Everson PD; Chief Mike Knapp, Ferndale PD; Chief Jack Foster, Lynden PD; and Chief Chris Haugen, Sumas PD.

6. Funding Source:
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: April 17, 2014
SUBJECT: Supplemental Budget ID# 1832
2014 Recreational Boating Safety Grant

The attached Supplemental Budget requests budget authority for the 2014 Recreational Boating Safety Grant.

Background and Purpose
The Sheriff’s Office received a Recreational Boating Safety Grant on March 25, 2014 for the period April 1 through September 30, 2014 from Washington State Parks and Recreation Commission, Whatcom County Contract #201403010. This is an annual grant awarded to the Sheriff’s Office to conduct on the water patrols during the peak boating period.

Funding Amount and Source
$19,180 will be provided by Washington State Parks and Recreation Commission, Recreational Boating Safety Federal Financial Assistance Grant, CFDA No. 97.012.

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

Thank you.
Supplemental Budget Request

Sheriff

Operations

Supp # ID # 1832 Fund 1 Cost Center 1003512006 Originator: Dawn Pierce

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

Name of Request: 2014 Recreational Boating Safety Grant

Department Head Signature (Required on Hard Copy Submission) Date

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1a. Description of request:
The Sheriff's Office will conduct on the water patrols to increase education and enforcement activities encouraging greater compliance with boating safety laws in an effort to reduce boating-related loss of life, personal injury, and property damage.

1b. Primary customers:
Whatcom County citizens and visitors.

2. Problem to be solved:
The Sheriff's Office is currently the only law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-65. The Sheriff's Office provides recreational boating safety patrols and enforcement of both county code and state law.

3a. Options / Advantages:
Awarding agency has requested increase in patrol hours, vessel inspections, and enforcement of regulations to encourage greater compliance by boat operators making waterways safer for all users.

3b. Cost savings:
Cost savings of $19,180.

4a. Outcomes:
Marine patrols will be conducted during the peak boating period from May to September 2014.

4b. Measures:
Written vessel inspections using approved State Parks inspection forms will be completed and submitted.

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:

Thursday, April 17, 2014
Memorandum

TO:         Jack Louws, County Executive
FROM:      Sheriff Bill Elfo
DATE:      April 17, 2014
SUBJECT:  Supplemental Budget ID# 1835
          USFS Baker Lake Recreation Area OT Patrols 2014

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

Background and Purpose
The Forest Service provides funds for extra patrols in the Baker Lake Recreational Area to ensure protection of Government property and the general safety of the public on Forest Service lands during peak periods of public use. The allocation for 2014 also includes funds to purchase Wilson cell phone booster for the Forest Service Deputy.

Services will be provided and supplies purchased in accordance with Cooperative Law Enforcement Agreement between USDA Forest Service and Whatcom County Sheriff’s Office, Whatcom County Contract No. 201104043-3 executed in April 2014.

Funding Amount and Source
USDA Forest Service will provide funding of $22,200 in 2014

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

Status: Pending

Sheriff Operations

Supp' ID # 1935 Fund 1 Cost Center 2993 Originator: Dawn Pierce

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

Name of Request: USFS Baker Lake Recreation Area OT Patrols 2014

[Signature]

Department Head Signature (Required on Hard Copy Submission) Date 4/17/14

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Request Total: $0

1a. Description of request:
Provide extra patrols and equipment for the Forest Patrol Deputy in the Baker Lake Recreation Area. These patrols shall be scheduled and performed as requested by the USDA Forest Service in accordance with existing contract (Whatcom County Contract No. 201104043-3 executed April 2014) to ensure protection of government property and general safety of the public on Forest Service lands during peak periods of public use.

1b. Primary customers:
Whatcom County citizens and visitors.

2. Problem to be solved:
Provides additional staffing hours and patrols in a remote recreation area not normally patrolled unless provided by Cooperative Agreement.

3a. Options / Advantages:
N/A

3b. Cost savings:
Whatcom County will benefit from increased law enforcement presence in remote areas of the county with no support required from the General Fund.

4a. Outcomes:
Overtime patrols will be performed in accordance with existing contract with USDA Forest Service.

4b. Measures:
Daily Activity Reports will be completed and submitted.

5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
USDA Forest Service will provide funding of $22,200.00 in 2014.

Thursday, April 17, 2014
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: April 18, 2014
SUBJECT: Supplemental Budget ID# 1836
2014 Boating Safety Program Patrols

The attached Supplemental Budget requests budget authority for 2014 Boating Safety Program Patrols.

Background and Purpose
The Sheriff's Office is currently the only law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-65. State approved boating safety programs require that certified deputies patrol the waterways during peak recreational boating periods. The Sheriff’s Office provides recreational boating safety patrols and enforcement of both county code and state law, and VRF Reserve Accounts funds are needed for water patrols in 2014.

Funding Amount and Source
$9,500 from the Vessel Registration Fee (VRF) Reserve Account.

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

Thank you.
**Supplemental Budget Request**

**Sheriff**

**Operations**

| Supp'1 ID # | 1836 | Fund | 1 | Cost Center | 2960 | Originator: | Dawn Pierce |

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

**Name of Request:** 2014 Boating Safety Program Patrols

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

![Signature]

**Date:** 4/18/14

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**1a. Description of request:**

The Sheriff’s Office is currently the only law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-65. The Sheriff’s Office provides recreational boating safety patrols and enforcement of both county code and state law.

Vessel Registration Fees (VRF) are collected by WA State and allocated to counties by the State Treasurer for approved boating safety/education and law enforcement programs. In accordance with state law, these funds are deposited into an account dedicated solely for supporting the jurisdiction’s boating safety programs.

**1b. Primary customers:**

Whatcom County citizens and visitors.

**2. Problem to be solved:**

State approved boating safety programs require that certified officers patrol the waterways during peak recreational boating periods. The Sheriff’s Office schedules water patrols during the boating season from Memorial Day weekend through Labor Day weekend on an off-duty overtime basis so as not to adversely impact the regular on-duty patrol schedule, and VRF Reserve Account funds are needed for water patrols in 2014.

**3a. Options / Advantages:**

**3b. Cost savings:**

**4a. Outcomes:**

Water patrols will be conducted as required by state approved Boating Safety Program.

**4b. Measures:**

The Sheriff’s Office will provide recreational boating safety patrols and enforcement of both county code and state law.

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

N/A

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

Friday, April 18, 2014

Rpt: Rpt Suppl Regular
### Supplemental Budget Request

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6. **Funding Source:**

$9,500 from the Vessel Registration Fee (VRF) Reserve Account.
Supplemental Budget Request

Status: Pending

Administrative Services

Suppl' ID #: 1842

Finance

Fund: 108

Cost Center: 

Originator: Marianne Caldwell

Expenditure Type: One-Time

Year: 2014

Add'l FTE: No

Add'l Space: No

Priority: 1

Name of Request: 2014 Road Health Benefits Increase - Master

Department Head Signature (Required on Hard Copy Submission)

Date

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1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster's Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Increases budget for all Road Fund divisions

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

6. Funding Source:
Fund Balance

Friday, April 11, 2014
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<td>PW - Road Admin</td>
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<td>PW - Road Noxious Weed</td>
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</tr>
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</table>

2014 HEALTH INSURANCE ADJUSTMENTS BY COST CTR

MASTER
MEMORANDUM

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

Through: Frank M. Abart, Director

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

Date: April 21, 2014

Subject: 2014 Supplemental Budget Request
Gooseberry Point Dolphin Replacement Project – CRP #914004

Requested Action
Enclosed for your review and consideration is a supplemental budget request for 2014 (see attached Supplemental Budget Request #1855).

Background and Purpose
This supplemental budget request authorizes $850,000 for replacement of the four (4) existing timber dolphins at the Gooseberry Point terminal this summer/fall. Construction of this project was originally scheduled for the summer of 2015 with the design and permitting work to be completed in 2014. Design and permitting have been completed ahead of schedule, allowing for this project to be constructed in 2014.

Funding Amount and Source
Funding is from the Road Fund balance.

Please contact James Lee at extension 50617 if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

Fund 108  Cost Center 914004

Expenditure Type: One-Time  Year: 2014  Priority: 1

Name of Request: Gooseberry Pt. Dolphin Replacement

Department Head Signature: [Signature]

Date: 4/21/14

Costs:

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

1a. Description of request:
This project proposes to replace four (4) deteriorated timber dolphins at the Gooseberry Point Ferry Terminal with steel pile-supported dolphins. The dolphins serve to safely absorb the berthing energy of the vehicle ferry, the Whatcom Chief. The existing dolphins are over twenty-five (25) years old and have extensive damage attributed to marine borers, wind and wave action, and ferry impact.

This project is shown in the 2014 Annual Construction Program as line item 22, CRP #914004 Ferry Dock Improvements. Construction of this project was originally schedule for the summer of 2015 with the design and permitting work to be completed in 2014. Design and permitting have been completed ahead of schedule, allowing for this project to be constructed during this summer/fall. This request is to provide additional funding for construction.

1b. Primary customers:
The general public and Lummi Island community.

2. Problem to be solved:
This project will proactively replace the Gooseberry Point timber dolphins with stronger, safer structures to mitigate the potential for a major service disruption.

3a. Options / Advantages:
The other option is to replace the Gooseberry Point timber dolphins during the summer/fall of 2015. This would result in the existing timber dolphins remaining in service for another year with the increased potential for damage and/or failure of these structures that may result in a major service disruption.

3b. Cost savings:
N/A.

4a. Outcomes:
The project will be constructed this summer/fall - one year earlier than originally planned.

4b. Measures:
The project will be constructed and the Whatcom Chief will continue to have a reliable berthing system at the Gooseberry Point terminal.

5a. Other Departments/Agencies:
N/A.

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

Thursday, April 17, 2014

224
### Supplemental Budget Request

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Engineering Bridge &amp; Hydraulic</th>
</tr>
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<tbody>
<tr>
<td>Suppl ID # 1855</td>
<td>Fund 108 Cost Center 914004</td>
</tr>
<tr>
<td></td>
<td>Originator: James Lee</td>
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</table>

**N/A.**

**6. Funding Source:**

The Road Fund balance.
Supplemental Budget Request

Administrative Services       Finance

Status: Pending

Suppl'l ID #: 1843  Fund: 109  Cost Center: 10904  Originator: Marianne Caldwell

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

Name of Request: 2014 Election Res Health Benefits Incr - Master

X

Department Head Signature (Required on Hard Copy Submission)  Date

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

1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster’s Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Increases budget for Elections Reserve Fund

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

6. Funding Source:
Fund Balance

Friday, April 11, 2014

Rpt: Rpt Suppl Regular
Supplemental Budget Request

Status: Pending

Administrative Services
Suppl' ID # 1668

Finance
Fund 114  Cost Center 114  Originator: Marianne Caldwell

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

Name of Request: 2014 Health Insurance Increase - Veterans Relief

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
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</tr>
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<tbody>
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<td>Direct Billing Rate</td>
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<tr>
<td>6245</td>
<td>Medical Insurance</td>
<td>$525</td>
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<td>Request Total</td>
<td></td>
<td>$0</td>
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</tbody>
</table>

1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster’s Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Health Department - Veterans Relief budget will be increased

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

6. Funding Source:
Fund Balance
Supplemental Budget Request

Administrative Services  Finance

Suppl ID # 1844  Fund 118  Cost Center  Originator: Marianne Caldwell

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

Name of Request: 2014 Jail Health Benefits Increase - Master

X

Department Head Signature (Required on Hard Copy Submission)  Date

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

1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster’s Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Increases budget for support staff in Jail Fund

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

6. Funding Source:
Fund Balance
## 2014 Health Insurance Adjustments by Cost CTR Master

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<th>Dept/Div</th>
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<td>Jail - Main Jail</td>
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<td>Jail</td>
<td>Jail - Division Street</td>
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<td>Jail</td>
<td>Jail Admin</td>
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<td>Jail Work Crews</td>
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<td>Jail USFS Crew</td>
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<td>Jail</td>
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Supplemental Budget Request

Administrative Services

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Finance

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<th>Add'l Space</th>
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Name of Request: 2014 Homeless Hsg Fund Health Benefit Incr-Master

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:

<table>
<thead>
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Request Total $0

1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster's Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
one

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
na

5a. Other Departments/Agencies:
Health Department - Homeless Housing budget will be increased

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

6. Funding Source:
Fund Balance

Friday, April 11, 2014
Rpt: Rpt Suppl Regular
Supplemental Budget Request

Status: Pending

Administrative Services

Supp# ID #: 1845
Fund: 123
Cost Center: 123101
Originator: Marianne Caldwell

Finance

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

Name of Request: 2014 Stormwater Fund Health Benefits Incr - Master

X

Department Head Signature (Required on Hard Copy Submission)

Date

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
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1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster’s Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Increases budget for Stormwater Fund positions

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

6. Funding Source:
Fund Balance

Friday, April 11, 2014
Supplemental Budget Request

Administrative Services

Fund: 124  
Cost Center: See Below

Finance

Originator: Marianne Caldwell

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

Name of Request: 2014 Health insurance Increase - MH/CD Fund

X

Department Head Signature (Required on Hard Copy Submission)  
Date

Costs:

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1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster's Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
This supplemental will effect Health Dept and Superior Court - Drug Court & Family Treatment Court budgets.

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

6. Funding Source:
Fund Balance

Friday, April 11, 2014
Supplemental Budget Request

Status: Pending

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Finance</th>
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</thead>
<tbody>
<tr>
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<td>Fund 167</td>
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<td>Cost Center 16774</td>
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Expenditure Type: One-Time  Year 2  2014  Add'l FTE ☐  Add'l Space ☐  Priority 1

Name of Request: 2014 Emergency Mgmt Health Benefits Incr - Master

X

Department Head Signature (Required on Hard Copy Submission)  Date

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

1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster’s Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Increases budget for Emergency Management support staff

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

6. Funding Source:
Fund Balance

Friday, April 11, 2014
**Supplemental Budget Request**

**Administrative Services**

<table>
<thead>
<tr>
<th>Supp# ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
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<tbody>
<tr>
<td>1672</td>
<td>140</td>
<td>140100</td>
<td>Marianne Caldwell</td>
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**Finance**

Expenditure Type: Ongoing  
Year: 2014  
Add'l FTE: No  
Add'l Space: No  
Priority: 1

**Name of Request:** 2014 Health Insurance Increase - Solid Waste Fund

---

**X**

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

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td>Fund Balance</td>
<td>($525)</td>
</tr>
<tr>
<td></td>
<td>6245</td>
<td>Medical Insurance</td>
<td>$525</td>
</tr>
<tr>
<td></td>
<td>Request Total</td>
<td></td>
<td>$0</td>
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</tbody>
</table>

1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster's Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Public Works - Solid Waste Division's budget will be increased

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

6. Funding Source:
Fund Balance

---

Friday, April 11, 2014
Supplemental Budget Request

Status: Pending

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Finance</th>
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<tr>
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<td>Fund 142</td>
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<td>Expenditure Type: Ongoing</td>
<td>Year 2 2014</td>
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</table>

Name of Request: 2014 Health Insurance Increase - Victim Witness

X

Department Head Signature (Required on Hard Copy Submission) Date

Costs: | Object | Object Description | Amount Requested |
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<tr>
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<td>Request Total</td>
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<td>$0</td>
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</table>

1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster's Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Prosecuting Attorney's Office - Victim Witness budget be increased

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

6. Funding Source:
Fund Balance

Friday, April 11, 2014
Rpt: Rpt Suppl Regular
MEMO TO: Jack Louws, County Executive
FROM: Michael Russell, Facilities Manager
DATE: April 17, 2014
RE: Supplemental Budget Request

Background and Purpose

AS-Facilities Management is requesting a supplemental budget of $23,314 to complete the HVAC replacement project at the Central Plaza Building. The project was originally budgeted in 2012 and new codes requirements for fresh air and the three year delay have increased the base cost of the project.

Funding and Source

The Funding request is for $23,314 from the REET Fund.
The account is #3260513004 – Central Plaza Building HVAC Replacement

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

Thank you,

Enclosures (1)
Supplemental Budget Request

Status: Pending

Administrative Services

Fund | 326 | Cost Center | Originator: Michael Russell

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

Name of Request: Additional Funding Central Plaza HVAC System

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

4-15-2014

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
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<tbody>
<tr>
<td>2910.1000</td>
<td>Fund Balance</td>
<td>($23,314)</td>
</tr>
<tr>
<td>7060</td>
<td>Repairs &amp; Maintenance</td>
<td>$23,314</td>
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<tr>
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</tbody>
</table>

1a. Description of request:

This request is for additional funding to complete the HVAC replacement project for the Central Plaza Building.

*Existing 2014 funding from REET $65,000
*Engineering Cost $12,220
*Fund Balance $52,780
*Additional Fund needed for contract $16,396.68
*Contingency $6,917.67
*Funds needed to complete project $23,314.35

The total amount of additional funding being requested is $23,314.35

1b. Primary customers:

Public Defender Staff and Clients

2. Problem to be solved:

This project was budgeted in 2012 before the implementation of the new energy codes. The new codes require more stringent systems to be installed using less energy and requiring more fresh air to the building. Basically using the ambient air as a pre-conditioned air system while supplying fresh air and saving energy in the long run. These changes and three year escalation have increased the base cost of the 4 roof-top units for this project.

3a. Options / Advantages:

There are no options at this time. The advantages are a better operational HVAC system with energy conservation in mind.

3b. Cost savings:

The cost saving will be achieved by having more efficient HVAC units and reducing energy cost.

4a. Outcomes:

The HVAC systems are in dire need of replacement. The new systems will give this building an additional 20 plus years of use.

4b. Measures:

When completed the Central Plaza Building will supply clean, fresh and energy efficient conditioned air to the staff and its clientele for this building.

5a. Other Departments/Agencies:

This project will be managed by Whatcom County Facilities Management

Tuesday, April 15, 2014

Rpt: Rpt Suppl Regular
<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supp'l ID # 1839</td>
<td>Fund 326</td>
</tr>
</tbody>
</table>

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

6. **Funding Source:**
REET Funding
MEMO TO: Jack Louws, County Executive
FROM: Michael Russell, Facilities Manager
DATE: April 17, 2014
RE: Supplemental Budget Request

Background and Purpose

AS-Facilities Management is requesting a supplemental budget of $10,000 to re-appropriate funds not utilized in 2013. This $10,000 is for the Engineering portion of the project, we currently has $40,000 budgeted for the repairs. This project and the Courthouse project were combined to address both issues at the same time. The Courthouse became more complicated and the Central Plaza didn’t get completed by the end of the year. We would like to utilize these funds to continue the Central Plaza building.

Funding and Source

The Funding request is for $10,000 from the REET Fund.
The account is #3260513002 – Central Plaza Building Envelope

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

Thank you,

Enclosures (1)
1a. Description of request:
This request is to re-appropriate the $10,000 funding that lapsed in the 2013 budget. The $10,000 was for the Engineering portion of this project, and we have $40,000 already funded in the 2014 budget for the repairs.

1b. Primary customers:
Central Plaza Building

2. Problem to be solved:
Facilities was developing the Courthouse envelope project and was working on a combined approach to both projects. Because of the complicated nature of the Courthouse project the Central Plaza project did not get put together in time. This is why we are asking for the funding to be re-appropriated.

3a. Options / Advantages:
This building is in need of patching and painting, this work will prolong the life cycle of the building

3b. Cost savings:
Doing this work will save the building from further deterioration. The longer this work is prolonged the more expansive the work becomes.

4a. Outcomes:
This work will prolong the life of the building

4b. Measures:
When the work is completed, it will bring a fresh look to the building and help to protect it from the elements.

5a. Other Departments/Agencies:
This work will be managed by Whatcom County Facilities Maintenance

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

6. Funding Source:
REET
Supplemental Budget Request

Status: Pending

Administrative Services

Supp ID # 1851  Fund 326  Cost Center

Facilities Management

 Originator: Michael Russell

Expenditure Type: One-Time  Year 1  2013

Add'l FTE  Add'l Space  Priority 1

Name of Request: Courthouse Building Envelope Survey

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:

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<thead>
<tr>
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<th>Object Description</th>
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<td>Professional Services</td>
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<tr>
<td>8301.332</td>
<td>Operating Transfer In</td>
<td>($80,607)</td>
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<td><strong>Request Total</strong></td>
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</tr>
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</table>

1a. Description of request:
This request is for additional funding to properly initiate and complete a Courthouse Building Envelope Survey.
Existing Budget $300,000
Cost for Building Envelope 507,857
Additional Funds needed for Contract 207,857
Contingency $10,000
Total amount of additional funding being requested $217,857

1b. Primary customers:
Everyone that utilizes the Courthouse, both staff and public

2. Problem to be solved:
This investigation will give the County the true nature of the stability of the Courthouse building envelope. There are two parts to this investigation process. The first part will be to gather as much information as possible. When the investigative survey is 60% complete a draft report will be produced with recommendations on the best manner to proceed with additional survey work as described in the scope of work.

3a. Options / Advantages:
There are no options at this time. We know that there are issues with the Courthouse building envelope. This investigation process will give us established details for the approach and solid direction for the detail of work needed to be done to ensure that our Courthouse continues to serve the community for decades to come.

3b. Cost savings:
The cost savings can be measured in the two phases of this investigation project. The longer that this process is postponed the more potential that damage occurs to the envelope of the courthouse. With decreased delays the damages increase, costing the County more funds to correct these known issues.

4a. Outcomes:
This work will ensure that our Courthouse continues to serve us for years to come

4b. Measures:
When this study is completed and the corrections are documented. The County will be able to advance to the next stage of repair and correcting the issues with the Courthouse building envelope.

5a. Other Departments/Agencies:

Wednesday, April 23, 2014
Supplemental Budget Request

This project will be managed by Whatcom County Facilities Management

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

6. Funding Source:
REET I - 63%
Public Utilities Improvement Fund - 37%
Based on square footage utilization of Courthouse
Supplemental Budget Request

Non-Departmental

Suppl ID # 1859 | Fund 332 | Cost Center 332100 | Originator: M Caldwell

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

Name of Request: Trf to REET I for CH Exterior Project

X

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

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</table>

1a. Description of request:
Transfer to support Courthouse Building Envelope Survey (See Suppl ID #1851).

1b. Primary customers:

2. Problem to be solved:
Public Utilities Improvement Fund will contribute funding in proportion to the amount of square footage in the Courthouse occupied by non-criminal justice activities (37%). EDI funding cannot be used for criminal justice purposes.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
EDI Fund Balance
Supplemental Budget Request

Status: Pending

Administrative Services

Suppl ID # 1848  Fund 444  Cost Center 444100  Originator: Marianne Caldwell

Finance

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

Name of Request: 2014 Ferry Fund Health Benefit Increase - Master

X

Department Head Signature (Required on Hard Copy Submission)

Date

<table>
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<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</table>

1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster's Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Increases budget for Ferry Admin

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

6. Funding Source:
Fund Balance

Friday, April 11, 2014
Supplemental Budget Request

Status: Pending

Administrative Services

Cost Center: SEE BELOW

Originator: Marianne Caldwell

Expenditure Type: One-Time

Year: 2014

Add'l FTE: □

Add'l Space: □

Priority: 1

Name of Request: 2014 ER&R Fund Health Benefit Incr - Master

X

Department Head Signature (Required on Hard Copy Submission)

Date

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1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster's Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Increases budget for ER&R

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

6. Funding Source:
Fund Balance

Friday, April 11, 2014
Supplemental Budget Request

Status: Pending

Administrative Services

Suppl ID #: 1850

Finance

Fund 507 Cost Center Originator: Marianne Caldwell

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

Name of Request: 2014 Admin Svcs Fund Health Benefit Incr - Master

X

Department Head Signature (Required on Hard Copy Submission) Date

<table>
<thead>
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<td></td>
<td>$0</td>
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</table>

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Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster’s Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
none

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Increases budget for all Admin Services divisions

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

6. Funding Source:
Fund Balance

Friday, April 11, 2014

Rpt: Rpt Suppl Regular
<table>
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<th>Fund</th>
<th>Dept/Div</th>
<th>C.C. #</th>
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WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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<th>Initial</th>
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<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tr>
<td></td>
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<td></td>
<td>4/29/14</td>
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</table>

TITLE OF DOCUMENT: Flood Control Zone District 2014 Supplemental Budget Request #4

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 #4 requests funding from the Flood Control Zone District Fund:

1. To appropriate $4,200 to fund Master Collective Bargaining Unit health benefits increase.

   From the Birch Bay Watershed & Aquatic Resources Management Fund:

2. To appropriate $525 to fund Master Collective Bargaining Unit health benefits increase.

COMMITTEE ACTION:

BOARD OF SUPERVISORS ACTION:

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
RESOLUTION NO. 4

(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

AMENDMENT NO. 4 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>
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<td>4,200</td>
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<tr>
<td>Birch Bay Watershed &amp; Aquatic Resources Management District</td>
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<td>-</td>
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<tr>
<td>Total Supplemental</td>
<td>4,725</td>
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<td>4,725</td>
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</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:

Civil Deputy Prosecutor

I:\BUDGET\SUPPLS\2014_Suppl\FCZDRes#4.doc
<table>
<thead>
<tr>
<th>Flood Control Zone District and Subzones Supplemental #4</th>
<th>Expenditures</th>
<th>Revenues</th>
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<td>-</td>
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<tr>
<td>To fund Master Collective Bargaining Unit health benefits increase.</td>
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<td></td>
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<td>Birch Bay Watershed &amp; Aquatic Resources Management District</td>
<td>525</td>
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<td>Total Supplemental</td>
<td>4,725</td>
<td>-</td>
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</table>
Supplemental Budget Request

Status: Pending

Administrative Services

Supp ID # 1847  Fund 169  Cost Center see below  Originator: Marianne Caldwell

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

Name of Request: 2014 Flood Fund Health Benefit Incr - Master

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
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<td>Applied Benefits</td>
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<td><strong>Request Total</strong></td>
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</table>

1a. Description of request:
Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster's Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. Primary customers:
Employees

2. Problem to be solved:
This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. Options / Advantages:
NA

3b. Cost savings:
one

4a. Outcomes:
Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. Measures:
n/a

5a. Other Departments/Agencies:
Increases budget for River & Flood and Natural Resources

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

6. Funding Source:
Fund Balance
# Supplemental Budget Request

**Status:** Pending

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<th>Add'l Space</th>
<th>Priority 1</th>
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**Name of Request:** 2014 Health Insurance Increase - BBWARM

**X**

Department Head Signature (Required on Hard Copy Submission)  

<table>
<thead>
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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
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<td></td>
<td>6290</td>
<td>Applied Benefits</td>
<td>$525</td>
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**Request Total:** $0

1a. **Description of request:**

Increase departmental budgets to allow for Master Bargaining Unit settlement of a $600 per year health insurance premium increase per regular employee. In addition, Teamster's Trust has discontinued their long-term disability plan for a decrease of $75 per year which results in a net increase of $525 per employee for 2014.

1b. **Primary customers:**

Employees

2. **Problem to be solved:**

This supplemental addresses amounts required by the Master settlement for health and welfare benefits. Departmental budgets have previously been increased in consideration of health benefit increases for all other bargaining units.

3a. **Options / Advantages:**

NA

3b. **Cost savings:**

none

4a. **Outcomes:**

Outcome will be delivered when Council adopts supplemental and amounts are recorded in 2014 budget.

4b. **Measures:**

n/a

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

BBWARM 2014 budget will be increased

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

n/a

6. **Funding Source:**

Fund Balance
<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>5-6-14</td>
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**TITLE OF DOCUMENT:** Granting Public Utility District No. 1 of Whatcom County, a Washington Municipal Corporation, a franchise and the right, privilege, and authority thereunder to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services.

**ATTACHMENTS:**
1. Cover Memo
2. Ordinance

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

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

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for use and presence in County Rights-of-Way to allow for the provision of water services.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

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

THROUGH: Frank M. Abart, Public Works Director

FROM: Andrew Hester, Public Works Real Estate Coordinator

RE: Franchise for Public Utility District No. 1 of Whatcom County

DATE: April 22, 2014

- Requested Action
  Adopt an ordinance that grants a franchise to Public Utility District No. 1 of Whatcom County allowing it to use and be present in County Rights of Way in order to provide water services, per the terms of the franchise Agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

- Background and Purpose
  Public Utility District No. 1 of Whatcom County has existing franchises for its water lines and facilities within County Rights-of-Way. Those franchises are nearing the end of their terms. This proposed franchise will terminate and replace those existing agreements.

Please contact Dan Gibson at extension 50703 if you have any questions or concerns regarding the terms of this agreement.

Encl.
ORDINANCE NO. ______

GRANTING PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY, A WASHINGTON MUNICIPAL CORPORATION, A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF WATER SERVICES.

WHEREAS, Public Utility District No. 1 of Whatcom County (hereinafter referred to as "Whatcom PUD"), a Washington municipal corporation, has applied for a twenty-five (25) year franchise; and

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, Whatcom PUD desires a non-exclusive franchise to construct, erect, alter, lay, support, connect, improve, renew, replace, repair, operate and maintain water transmission and distribution facilities upon, under, over, across and along certain roads and other areas in Whatcom County, Washington; and

WHEREAS, said application has come on regularly to be heard by the County Council on the ___ day of ________, 2014, and notice of this hearing having been duly published on the ___ day of ________, 2014, and the ___ day of ________, 2014, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, it appears to the Council that notice of said application and hearing thereon has been given as required by law in RCW 36.55.040; and

WHEREAS, this Council finds, after having considered said application and being otherwise fully advised in the premises, that it is in the public interest for this Council to grant the franchise; and

WHEREAS, Whatcom County and PUD #1 intend that the previous franchises granted to Whatcom PUD that pertain to water lines for the provision of water services shall be terminated and be replaced by this Franchise;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the language set forth hereinbelow, Sections 1 through 20, shall constitute the franchise agreement between Whatcom County and Whatcom PUD, which shall be and become effective as set forth in Section 13 thereof:
Section 1. Definitions.

1.1 Where used in this franchise agreement ("Franchise"), the following terms shall mean:

1.1.1 "County" means the County of Whatcom, a political subdivision of the State of Washington, and its successors and assigns.

1.1.2 "Whatcom PUD" means Public Utility District No. 1 of Whatcom County, a Washington municipal corporation, and its successors and assigns.

1.1.3 "Franchise Area" means any, every and all of the public roads, streets, avenues, alleys, highways, grounds, and other public places of the County as now laid out, platted, dedicated, or improved; and any, every and all of the public roads, streets, avenues, alleys, highways, grounds and other public places that may hereafter be laid out, platted, dedicated or improved within the present limits of the County and as such limits may be hereafter extended.

1.1.4 "Facilities" means, collectively, any and all water transmission and distribution systems, including but not limited to tanks, meters, pipes, mains, services, valves, manholes, pressure reducing valves ("PRVs"), pump stations, meter stations and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.5 "Ordinance" means Ordinance No. ______, which sets forth the terms and conditions of this Franchise.

Section 2. Facilities Within Franchise Area.

2.1 The County does hereby grant to Whatcom PUD the Franchise, and the right, privilege, and authority thereunder, to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of water for agricultural, municipal, domestic, commercial, industrial and any other lawful purpose for which water may be used.

Section 3. County Authority.

3.1 The County, in granting this Franchise, does not waive any rights which it now has or may hereafter acquire with respect to the Franchise Area, and this Franchise shall not be construed to deprive the County of any powers, rights, or privileges which it now has, or may hereafter acquire, to regulate the use of and to control the Franchise Area.

Section 4. Noninterference of Facilities.

4.1 As to new Facilities, Whatcom PUD's Facilities shall be placed and maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Prior to the installation of new
Facilities within the Franchise Area, Whatcom PUD may request that the County determine whether the proposed placement of the Facilities will unreasonably interfere with the free and safe passage of traffic, and the County shall make such determination in writing within a reasonable period of time. If the proposed location is not approved by the County Engineer, the County Engineer shall advise in writing what reasonable modifications to the proposed location of the Facilities are necessary for the County Engineer to issue a determination that the proposed location of the Facilities will not unreasonably interfere with the free and safe passage of traffic.

If Whatcom PUD proceeds to install new Facilities without first obtaining the County Engineer’s determination that the proposed location of the Facilities will then unreasonably interfere with the free and safe passage of traffic then, upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Whatcom PUD which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Whatcom PUD shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Whatcom PUD by such County codes and ordinances.

4.2 Except as provided in Section 6 below, Whatcom PUD’s existing Facilities shall be maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Except as provided in Section 6 below, upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Whatcom PUD which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Whatcom PUD shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Whatcom PUD by such County codes and ordinances.

4.3 All construction or installation of such Facilities, service, repair, or relocation of the same, performed over, above, along or under the Franchise Area shall be done in such a manner as not to interfere unreasonably with the construction and maintenance of other existing utilities, lines, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of the Franchise Area. The owners of all utilities, public or private, installed in the Franchise Area prior in time to the Facilities of Whatcom PUD shall have preference as to the positioning and location of such utilities so installed with respect to Whatcom PUD. Such preference shall continue in the event of the necessity of relocating or changing the grade of the Franchise Area. Whatcom PUD shall have such preference as to owners of all utilities, public or private, initially installed in the Franchise Area subsequent in time to Whatcom PUD’s Facilities.
4.4 The locating, laying, construction, operation and maintenance of Whatcom PUD's Facilities authorized by this Franchise shall not preclude the County, its agents or its contractors from blasting, grading, excavating, or doing other necessary road work contiguous to Whatcom PUD's Facilities, provided that Whatcom PUD and the County shall first check with the locator service to determine whether or not any of Whatcom PUD's lines are located in the proposed work area. Upon finding from the locator service that Whatcom PUD does have lines located within the proposed work area, the County shall provide Whatcom PUD with seventy-two (72) hours notice of proposed work, except if a lesser time for notice is warranted by emergency, in order that the Whatcom PUD may protect its Facilities. Failure of Whatcom PUD to properly notify the locator service of the location of its lines and Facilities shall relieve County of its duty to provide Whatcom PUD the otherwise-required advance notice of proposed work. The County acknowledges that the Facilities may include high pressure water lines. As such, the County acknowledges that any work in, around or near such Facilities require the exercise of reasonable standard professional engineering and construction caution and practices in, around or near such Facilities. Accordingly, the County acknowledges that upon receipt of notice of the location of such Facilities the County shall undertake all reasonable standard professional engineering and construction caution practices and/or requirements when conducting or permitting any work in, around or near such Facilities.

4.5 Whatcom PUD shall maintain all above-ground Facilities that it places in the Franchise Area. In order to avoid interference with the County's ability to maintain the Franchise Area, Whatcom PUD shall provide a clear zone of five (5) feet on all sides of such above-ground Facilities. If Whatcom PUD fails to comply with this provision, and by its failure, property is damaged, then Whatcom PUD shall be deemed responsible for all damages caused thereby and the County shall be released from any responsibility therefore. For these purposes, "clear zone" means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations.

Section 5. Construction Within the Franchise Area.

5.1 All construction and installation work within the Franchise Area shall be subject to the approval and pass the inspection of the County Engineer, and shall conform to all applicable local, state and federal standards, codes or regulations, and the County expressly reserves the right to prescribe standards as to how and where Facilities shall be installed. The standards shall be consistent with reasonable standards and standard engineering practices in the applicable industries.

5.2 Prior to commencement of construction of any new Facilities, Whatcom PUD shall first file with the County Engineer its application for permits to do such work, together with plans and specifications in duplicate showing the position and location of all such Facilities sought to be constructed, laid, installed or erected at that time showing their position relative to existing County roads, rights-of-way, or other County property within the Franchise Area upon plans drawn to scale. The Facilities shall be laid in conformity with said plans and specifications of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. No such construction shall be commenced without Whatcom PUD first
securing a written permit from the County Engineer, including approval endorsed on one set of plans and specifications returned to Whatcom PUD. All such work shall be subject to the approval of and shall pass the inspection of the County Engineer. Whatcom PUD shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

5.3 In any work which requires breaking of soil within the Franchise Area for the purpose of laying, relaying, connecting, disconnecting, constructing, maintaining and repairing Whatcom PUD's Facilities, and making connections between the same to structures and buildings of consumers or making connections to other Facilities now in existence or hereafter constructed, Whatcom PUD shall be governed by and conform to the general rules adopted by the County Engineer; and Whatcom PUD at its own expense and with due diligence shall complete the work for which the soil has been broken and forthwith replace the work and make good the Franchise Area and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the soil within the Franchise Area shall be done prior to the obtaining of a permit issued by the County Engineer. Applications for such a permit shall be accompanied by specifications for the restoration of the Franchise Area to the same condition as it was in prior to such breaking, and such specifications must be approved by the County Engineer before such breaking of the soil is commenced; provided further, that the County Engineer may require a performance bond in a reasonable sum sufficient to guarantee that such Franchise Area shall be restored to the same condition as it was in prior to such breaking of the soil, the amount of said bond to be fixed by the County Engineer. Whatcom PUD shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The County Engineer may at any time do, order, or have done, any and all work that the County Engineer considers necessary to restore to a safe condition any Franchise Area left by Whatcom PUD or its agents in a condition dangerous to life or property, and Whatcom PUD upon demand shall pay to the County all costs of such work, the County having first provided notice of such condition to Whatcom PUD and a reasonable time to cure such unsafe condition, provided however, in the event of damage to the Franchise Area caused by Whatcom PUD that necessitates immediate repair by the County or its agents on an emergency basis where notice to Whatcom PUD or providing an opportunity to cure is not feasible considering nature of the emergency and necessary repair, as determined by the County Engineer using professional engineering standards, no such notice and reasonable time to cure shall be required as a condition of repayment by the PUD.

5.4 In preparing plans and specifications for the installation of Facilities within the Franchise Area, Whatcom PUD shall reasonably conform to the standards and specifications established by the County Engineer. Whatcom PUD shall consult with the County Engineer in case it plans to deviate from the established standards and specifications in the course of installing Facilities within the Franchise Area and must demonstrate to the satisfaction of the County Engineer that its plans will achieve a legal and functionally equivalent result.

5.5 All work done by and for Whatcom PUD under this Franchise shall be done in a thorough and workmanlike manner. In the construction of Facilities and the opening of trenches within and the tunneling under the Franchise Area, Whatcom PUD shall leave such trenches and tunnels in such a way as to interfere as little as possible with public travel, and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work. Where any of such trenches, ditches, or tunnels are left open at
night, the Whatcom PUD shall place warning lights and barricades at such a position as to give adequate warning of such work, per the MUTCD (Manual on Uniform Traffic Control Devices). Whatcom PUD shall be liable for any injury to person or persons or damage to property to the extent proximately caused by its carelessness or neglect, or to the extent proximately caused by any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by Whatcom PUD.

5.6 Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, Whatcom PUD shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during Whatcom PUD’s operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by Whatcom PUD. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer’s Office.

Section 6. Relocation of Facilities.

6.1 Whatcom PUD shall, at its sole expense and with due diligence, relocate or adjust the elevation of any of its Facilities upon receipt of written request from the County Engineer when determined reasonably necessary based upon sound engineering principles by the County Engineer for improvement to the County facilities in the Franchise Area, provided that the elevations required by the County are not in violation of local, state or federal law and are reasonable necessary for safety purposes. Whatcom PUD shall coordinate such relocation or adjustment of its Facilities with the County and shall perform the same in a timely fashion so that, absent conditions beyond the control of Whatcom PUD, such relocation or adjustment of Whatcom PUD’s Facilities will not impede or delay pending changes to the Franchise Area.

6.1.1 Notwithstanding the foregoing, except where no other reasonable engineering alternative exists, the County shall not require Whatcom PUD to relocate or adjust the elevations of any water lines measuring twelve inches (12") or larger in diameter located in the following areas with pressure of at least 100 psi (referred to herein as the "High Pressure Water Lines") (copies of the as-built drawings were provided by Whatcom PUD to the County on May 29, 2013 and August 22, 2013 with said copies to be retained in the Whatcom County Public Works Engineering Services Records Vault):

A. Along, under or within the Douglas Road right of way
B. Along, under or within the Aldergrove Road Right of Way
C. Along, under or within the Rainbow Road Right of Way.
D. Along, under, or within the Lake Terrell Road Right of Way
E. Along, under, or within the Trigg Road Right of Way

6.1.2 In the event the County constructs or extends any roadway over any High Pressure Water Lines, the County does so at its own risk and expense. Pursuant to the terms and conditions set forth in Section 7, below and to the extent permitted by law, and to the extent consistent with all reasonable standard professional engineering and construction practices
and/or requirements when conducting or permitting any work in, around or near such Facilities the County shall defend, indemnify and hold Whatcom PUD harmless from any and all claims arising out of or resulting from the County's or its employees, agents and/or contractor's negligent acts or omissions that proximately cause damage to or interruption to the operation of the High Pressure Water Lines..

6.1.3 The County may, at its sole cost and risk, and with Whatcom PUD's prior written consent, which consent shall not be unreasonably conditioned nor withheld, relocate or adjust the elevations of the High Pressure Water Lines, provided that service to Whatcom PUD's customers is not interrupted.

6.2 Whatcom PUD may propose to the County alternatives to reduce or eliminate the need for relocation of its Facilities pursuant to Section 6.1. Upon the County's receipt from Whatcom PUD of such alternatives in writing, the County shall evaluate such alternatives and shall advise Whatcom PUD in writing if one or more of such alternatives are suitable to accommodate the work that would otherwise necessitate relocation of Whatcom PUD's Facilities. In evaluating such alternatives, the County shall give each alternative proposed by Whatcom PUD full and fair consideration with due regard to all the facts and circumstances which bear upon the practicability of relocation and alternatives to relocation. In the event the County reasonably determines that such alternatives are not appropriate, Whatcom PUD shall relocate its Facilities as otherwise provided in Section 6.1. Any acceptance by the County of such alternatives shall not excuse (nor shall be construed to excuse) Whatcom PUD from future relocation or adjustment of Whatcom PUD's Facilities pursuant to this Section 6.

6.3 As qualified in Sections 6.1 and 6.2 above, and in Section 6.4 below, whenever any person or entity, other than the County, requires the relocation of Whatcom PUD's Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the County requires the relocation of Whatcom PUD's Facilities within the Franchise Area for the benefit of any person or entity other than the County, then Whatcom PUD shall have the right as a condition of such relocation to require such person or entity to:

6.3.1 Make payment to Whatcom PUD, at a time and upon terms acceptable to Whatcom PUD, which acceptance shall not be unreasonably withheld, for any and all costs and expenses incurred by Whatcom PUD in the relocation of Whatcom PUD's Facilities; and

6.3.2 Indemnify and save Whatcom PUD harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Whatcom PUD's Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Whatcom PUD's Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Whatcom PUD's Facilities.

6.4 Any condition or requirement imposed by the County upon any person or entity, other than Whatcom PUD or the County (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Whatcom PUD's Facilities shall be a required relocation for purposes of Section 6.3; provided, however:

6.4.1 If the County notifies Whatcom PUD in writing that the primary purpose of
imposing such condition or requirement upon such person or entity is to cause the grading or widening of the Franchise Area on the County's behalf consistent with the County's Six-Year Road Construction Program, then Whatcom PUD shall relocate its Facilities within the Franchise Area in accordance with Section 6.1 unless such Facility is otherwise exempt from relocation pursuant to Section 6.1.1 through 6.1.3.

6.4.2 Unless the relevant Facility is exempt from relocation pursuant to Section 6.1.1 through 6.1.3, if the County notifies Whatcom PUD in writing that the County will bear a portion of the costs of, or will provide funding towards, a project that includes grading or widening of the Franchise Area resulting from the imposition of such condition or requirement upon such person or entity, then Whatcom PUD agrees to bear a portion of its costs and expenses to relocate its Facilities to accommodate such grading or widening, such portion borne by Whatcom PUD being a percentage equal to that percentage of such project's costs borne or funded by the County (the "County Contribution"); provided, however, in no event shall such portion borne by Whatcom PUD exceed the dollar amount of such County Contribution. "Project" shall mean that work directly bearing on the area that necessitates relocation by Whatcom PUD, and shall not include other off-site improvements that may be performed at the same time. In all other respects such relocation shall be a required relocation for the purposes of Section 6.3 and without limiting the foregoing, Whatcom PUD shall have the right as a condition of such relocation to require such person or entity to pay to Whatcom PUD all relocation costs and expenses in excess of the portion borne by Whatcom PUD under this Section 6.4.2.

6.4.3 If the Facilities to be relocated pursuant to this subsection 6.4 have been located at or relocated within the preceding five (5) years to a location upon which the County had agreed at the time without reservation, then Whatcom PUD shall be entitled to recovery of all its costs and expenses incurred in the relocation of its Facilities from the party on whom the condition for road improvements was placed. Documentation of any such agreement between the County and Whatcom PUD shall be kept in conjunction with the encroachment permit issued by the County for the work of relocation.

6.5 Nothing in this Section 6 shall require Whatcom PUD to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from or addressed by this Franchise.

Section 7. Indemnification.

7.1 To the extent permitted by law, Whatcom PUD shall defend, indemnify and hold the County harmless from any and all claims, demands, suits, actions, costs and expenses, including but not limited to attorney's fees, made against it on account of injury or damage to the person or property of another; but only to the extent such injury or damage is caused by the actions or failure to act of Whatcom PUD, its agents, servants or employees in exercising the rights granted to Whatcom PUD in this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the County, the County shall promptly notify Whatcom PUD thereof, and Whatcom PUD shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the County based upon any such claim or demand, the County shall likewise promptly notify Whatcom PUD thereof, and Whatcom PUD shall have the
right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. Notwithstanding the foregoing, if damages to another or others result from concurrent negligence of Whatcom PUD and the County, Whatcom PUD and the County shall each be responsible for, and this indemnification provision shall be operative so that each party bears, the proportionate share attributable to its own negligence. In case judgment which is not appealed shall be rendered against the County in such suit or action, Whatcom PUD shall fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined. Upon Whatcom PUD's failure to satisfy said judgment within ninety (90) days, the County may elect to terminate this Franchise pursuant to the terms of Section 19 herein. The provision for reimbursement of the County shall survive the termination of this Franchise.

7. 2 Acceptance by the County of any work performed by Whatcom PUD at the time of completion shall not be grounds for avoidance of the covenant in Section 7.1 above.

Section 8. Acquisition of Right-of-Way.

8.1 In the event that Whatcom PUD proposes to acquire easements for the location or relocation of its Facilities outside of, and adjacent to the Franchise Area, Whatcom PUD shall notify the County of the same and the County shall have the option, with the concurrence of Whatcom PUD, to acquire in place of such Whatcom PUD proposed easements, additional public rights-of-way or equivalent public utility easements for use by Whatcom PUD. Any such public rights-of-way acquired by the County shall become Franchise Area. Any such public utility easements so acquired by the County shall not be Franchise Area (and shall not be subject to the terms and conditions of this Franchise) and Whatcom PUD's use of such public utility easements shall be subject to the terms and conditions of such public utility easements.

Section 9. Vacation of the Franchise Area.

9.1 If at any time the County shall seek to vacate any portion of the Franchise Area and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area for the use of the County, in either its proprietary or governmental capacity, and there are no Facilities located in the Franchise Area, then the County Engineer may at his option and by giving thirty (30) days written notice to Whatcom PUD, terminate this franchise with reference to such portion of the Franchise Area so vacated, and the County shall not be liable for any damages or loss to Whatcom PUD allegedly incurred by reason of such termination. Nothing herein shall limit or prevent Whatcom PUD from exercising its powers of eminent domain. Should Whatcom PUD notify the County of its intent to consider exercising its power of eminent domain to obtain an easement for the Facilities located within the area of the Franchise to be terminated, the termination of the Franchise shall be tolled for a period of no less than one hundred and twenty (120) days from the date of notice.

9.2 If at any time the County shall vacate any portion of the Franchise Area in which

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1 A distinction is drawn here between public rights-of-way which are or shall become Franchise Area and thus governed by the terms of the franchise ordinance, and public utility easements which shall not become Franchise Area, the use of which shall be governed by the terms and conditions of the easements themselves and not by the franchise ordinance.
Facilities are installed at the time of said vacation, and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area by other than the County, then the County shall, in its vacation procedure, unless otherwise waived in writing by Whatcom PUD, reserve an easement to Whatcom PUD for Whatcom PUD's Facilities as reasonably necessary for the continued use, operation, maintenance and repair of the Facilities as located in the portion of the Franchise Area to be vacated.

Section 10. Moving Buildings within the Franchise Area.

10.1 If any person or entity obtains permission from the County to use the Franchise Area for the moving or removal of any building or other object, the County shall, prior to granting such permission, direct such person or entity to arrange with Whatcom PUD for the temporary adjustment of Whatcom PUD's Facilities necessary to accommodate the moving or removal of such building or other object. Such person or entity shall make such arrangements, upon terms and conditions acceptable to Whatcom PUD, not less than fourteen (14) days prior to the moving or removal of such building or other object. In such event, Whatcom PUD shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its Facilities which may obstruct the moving or removal of such building or object.

Section 11. Locating Facilities.

11.1 Whatcom PUD and the County acknowledge and commit to fully comply with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities.

Section 12. Nonexclusive Franchise.

12.1 This Franchise is not and shall not be deemed to be an exclusive franchise. It shall not in any manner prohibit the County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over, and upon any part of the Franchise Area, and shall in no way prevent or prohibit the County from constructing, altering, maintaining, using, or vacating any part thereof, or affect its jurisdiction over any part thereof with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the County may deem fit.

Section 13. Franchise Term; Effect on Existing Franchises for Same Purpose.

13.1 This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from and after the effective date of the Ordinance; provided, however, Whatcom PUD shall have no rights under this Franchise nor shall Whatcom PUD be bound by the terms and conditions of this Franchise unless Whatcom PUD shall, within thirty (30) days after the effective date of the Ordinance, file with the County its written acceptance of the franchise agreement contained within the Ordinance.

13.1.1 No franchise hereunder shall become effective for any purpose unless and until written acceptance therefore shall have been filed with the Whatcom County Council and
County Director of Public Works and such written acceptance shall be in the form and substance as shall be prescribed and approved by the County Prosecuting Attorney and operate as an acceptance of each and every term and condition and limitation contained in this ordinance, and in such franchise; and

13.1.2 Such written acceptance shall be filed by Whatcom PUD not later than the thirtieth (30th) day following the effective date of the Ordinance granting such franchise; and in default of the filing of such written acceptance as herein required, Whatcom PUD shall be deemed to have rejected the same. In case of Whatcom PUD’s tardy acceptance of franchise, the County’s recognition thereof shall be strictly at its discretion.

13.2 The existing franchises between the Parties pertaining to the same subject matter, i.e., PUD #1’s water lines, which were granted by the County and accepted by PUD #1 on June 17, 1965, and January 29, 1970, shall be superseded and replaced by this franchise upon the effective date of this franchise as provided above.

Section 14. Assignment.

14.1 Neither this Franchise nor any interest herein shall be sold, transferred, or assigned without the prior consent in writing of the County Council, which consent shall not be unreasonably withheld, except that the Whatcom PUD may mortgage this Franchise to the trustee for its bond holders. Any approved assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the County, together with its written acceptance of all terms and conditions of this Franchise.

14.2 All the provisions, conditions, and requirements herein contained shall be binding upon the successors and assigns of Whatcom PUD, and all privileges, as well as all obligations and liabilities of the grantee shall inure to its successors and assigns equally as if they were specifically mentioned wherever Whatcom PUD is mentioned.

Section 15. Amendment.

15.1 Except as addressed in and through Section 15.3 below, this Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 5 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the County in conjunction with the exercise (or failure to exercise) by Whatcom PUD any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

15.1.1 References this Franchise; and

15.1.2 States that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise. In the event of any conflict or inconsistency between the provisions
of this Franchise and the provisions of any such permit, approval, license, agreement or other
document, the provisions of this Franchise shall control.

15.2 If, during the term of this Franchise, there becomes effective any change in federal
or state law (including changes approved by the Washington Utilities and Transportation
Commission) which:

15.2.1 Affords either party the opportunity to negotiate in good faith a term or
condition of this Franchise which term or condition would not have, prior to such change, been
consistent with federal or state law; or

15.2.2 Pre-empts or otherwise renders null and void any term or condition of this
Franchise which has there-to-fore been negotiated in good faith;

then, in such event, either party may notify the other party in writing that such party desires to
commence negotiations to amend this Franchise. Such negotiations shall encompass only the
specific term or condition affected by such change in federal or state law and neither party shall
be obligated to re-open negotiation on any other term or condition of this Franchise. Within thirty
(30) days from and after the other party’s receipt of such written notice, the parties shall, at a
mutually agreeable time and place, commence such negotiations. Pending completion of such
negotiations resulting in mutually agreeable amendment of this Franchise, adoption of such
amendment by Ordinance by the County and acceptance of such Ordinance by Whatcom PUD,
and except as to any portion thereof which has been pre-empted or otherwise rendered null and
void by such change in federal or state law, this Franchise shall remain in full force and effect.

15.3 Notwithstanding any language to the contrary contained herein, this Franchise is
subject to the provisions of the Whatcom County Charter, Section 9.30, and all rights belonging
to the County and its people as set forth therein are hereby reserved thereto.

Section 16. Miscellaneous

16.1 If any term, provision, condition, or portion of this Franchise shall be held to be
invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise,
which shall continue in full force and effect. The headings of sections and paragraphs of this
Franchise are for convenience of reference only and are not intended to restrict, affect or be of
any weight in the interpretation or construction of the provisions of such sections or paragraphs.

16.2 This Franchise is subject to the requirements of any and all applicable laws, rules,
and regulations, including the Whatcom County Code, as currently enacted or hereafter
modified. In the event of any actual conflict between the provisions of this Franchise and the
requirements of the Whatcom County Code or County-enacted rules or regulations, the
provisions of this Franchise shall control, to the extent authorized by law.

16.3 All notices, demands, requests, consents and approvals which may, or are required
to be given by any party to any other party hereunder, shall be in writing and shall be deemed to
have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized
overnight delivery service, or if mailed or deposited in the United States mail and sent by
registered or certified mail, return receipt requested, postage prepaid to:
For County: County Executive
Whatcom County Courthouse, Suite 108
311 Grand Ave.
Bellingham, WA 98225

For Whatcom PUD: General Manager
PUD #1 of Whatcom County
1705 Trigg Rd.
Ferndale, WA 98248

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

16.4 No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Franchise or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Franchise, and each and every covenant, agreement, term and condition of this franchise shall continue in full force and effect with respect to other then existing or subsequent breach thereof.

Section 17. Incorporation and Annexation.

17.1 Whenever any part of the Franchise Area, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits, this Franchise shall continue in force and effect as to all of the Franchise Area not so included in city or town limits.

Section 18. Insurance.

18.1 During the term of this Franchise Whatcom PUD shall keep in effect, a liability insurance policy covering all liability of Whatcom PUD to the County, including any assumed by contract between Whatcom PUD and any other party, with limits at least in the amount of $1,000,000. In lieu of the insurance requirement of this Section, Whatcom PUD may self-insure against such risks. At the time of Whatcom PUD’s acceptance of this Franchise and otherwise upon the County’s request, Whatcom PUD shall provide the County with certificate(s) of insurance or evidence of self-insurance reflecting the requirements of this section.

Section 19. Forfeiture and Termination of Franchise.

19.1 If Whatcom PUD shall willfully violate or fail, through willful or unreasonable neglect, to comply with any of the provisions of this Franchise for sixty (60) days after receipt of written notice from the County, then the County shall have the right by ordinance to declare
Whatcom PUD’s forfeiture of all rights hereunder and to declare this Franchise terminated and of no further force or effect thereafter; provided, however, if any failure to comply with this Franchise by Whatcom PUD cannot be corrected with due diligence within said sixty (60) day period (Whatcom PUD’s obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Whatcom PUD may so comply shall be extended for such time as may be reasonably necessary and so long as Whatcom PUD commences promptly and diligently to effect such compliance.

Section 20. Effective Date.

20.1 This Ordinance shall be effective ten (10) days after being signed by the County Executive, with the Franchise granted hereunder finally effective pursuant to the terms of Section 13.1, 13.1.1, and 13.1.2, having been: (i) introduced to the County Council not less than thirteen (13) days before its passage; (ii) brought to public notice by such notice having been posted in three (3) public places in Bellingham at least fifteen (15) days before the day fixed for the public hearing; (iii) published at least twice in the official newspaper for the County and no later than five (5) days prior to the day fixed for the hearing and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the County of Whatcom by a vote of at least __________ members of the County Council on ______________________, 2014.

ADOPTED this ___ day of _______, 2014.

ATTEST: ___________________________ WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Carl Weimer, Council Chair

APPROVED AS TO FORM: ( ) Approved  ( ) Denied

Daniel J. Gibson
Chief Civil Deputy Prosecutor

Jack Louws, County Executive
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<tr>
<th>CLEARANCES</th>
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**TITLE OF DOCUMENT:** Ordinance to add additional EMS ALS Transport fees as recommended and approved by the EMS Oversight Board.

**ATTACHMENTS:** Ordinance, Exhibit A

**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.)

Executive Louws respectfully requests Council approval of the inclusion of 2 ALS Transport Fees as outlined in Attachment A of the Ordinance as recommended by the EMS Oversight Board.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
ORDINANCE NO. _________

Ordinance Establishing charges/fees for providing Advanced Life Support (ALS) Ambulance Transport Services in Whatcom County

WHEREAS, in June 2012, the Whatcom County Council and the Bellingham City Council passed a Joint Resolution of the City of Bellingham and Whatcom County Adopting the Jointly Recommended Business Model for County Wide emergency Medical Services (EMS); and

WHEREAS, the June 2012 Joint Resolution called for establishment of an EMS Oversight Board ("EOB") and a Technical Advisory Board ("TAB"); and

WHEREAS, RCW 52.12.131 conveys the authority for any fire protection district which provides emergency medical services, to establish and collect reasonable charges/fees for these services in order to reimburse the district for its costs of providing emergency medical services; and

WHEREAS, Whatcom County contracts with the City of Bellingham and Fire Protection District No. 7 for the provision of ALS transport and emergency medical services; and

WHEREAS, the Fire Protection District No. 7 had not adjusted their fees since 2008 and the City of Bellingham has not adjusted their rates since 2007; and

WHEREAS, on March 25, 2014 the Whatcom County Council approved Ordinance 2014-021 establishing fees for providing advanced life support (ALS) ambulance Transport Services in Whatcom County; and
WHEREAS, the EOB approved the two additional fees recommended by the TAB for inclusion in the ordinance, as highlighted in Exhibit A, at their April 15, 2014 Board Meeting; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Advanced Life Support (ALS) Ambulance Transport Services Fees to be charged by agencies under contract with Whatcom County include the Unsuccessful Resuscitation and ALS No-Transport fees as shown in Exhibit A; and

BE IT FURTHER ORDAINED these changes will be deemed operative within ten (10) calendar days from the signing of this Ordinance.

ADOPTED this ____ day of __________, 2014.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Daniel L. Gibson

Chief Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved  ( ) Denied

Date Signed: ____________________
Exhibit A
EMS MEDIC TRANSPORT FEES

<table>
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<tr>
<th>Service</th>
<th>District 7 Current Fee (1/1/2014)</th>
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<td>Specialty Care Transport</td>
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<td>Mileage</td>
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Service Definitions

EMS Certifications
EMT-Basic (EMTB) is an individual who is qualified in accordance with State of Washington as an emergency medical technician-basic (EMT-Basic).

Advanced-EMT (AEMT) is defined as an individual who is qualified, in accordance with State and local laws, as an EMT-Basic and who is also qualified in accordance with State and local laws to perform essential advanced procedures and to administer a limited number of medications.

Paramedic is defined as possessing the qualifications of Paramedic, in accordance with the State of Washington and having enhanced skills that includes being able to administer advanced life support interventions and medications.

Service Description

Basic Life Support (BLS) Non-Emergency: Scheduled and/or planned BLS transports that are considered non-emergent.

Basic Life Support (BLS) Emergency: BLS services in the context as an immediate emergency response.

Advanced Life Support 1 (ALS1): An ALS1 level of service is defined as including an ALS assessment OR the provision of at least one ALS intervention. Must be staffed with at least one paramedic or AEMT.

Advanced Life Support 2 (ALS2): An ALS2 level of service is defined to include and ALS assessment AND the administration of at least three medications OR three administrations of the same qualifying medication OR the provision of at least one of the following procedures: manual defib/cardioversion; endotracheal intubation; central venous line; cardiac pacing; chest decompression; surgical airway; intraosseous line.

ALS No-Transport: ALS1 level of service is provided AND the patient is not transported to a medical facility.
**Unsuccessful Resuscitation:** Resuscitation interventions are provided AND patient is pronounced deceased on scene. Ambulance service fee is billed at the highest level of intervention provided, either BLS Emergency, ALS1 or ALS2.

**Specialty Care Transport:** When medically necessary, interfacility transportation of a critically injured or ill patient by ground ambulance, at a level of service beyond the scope of the Paramedic.

**Mileage:** Distance the patient(s) are transported to a medical facility, to the closest tenth (0.1) mile.

Service description and delivery for this document will be concurrent with:
CMS Manual System, Publication 100-02 Medicare Benefit Policy. Effective date: January 1, 2011