## CLEARANCES

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**Division Head:**

**Dept. Head:**

**Prosecutor:**

**Purchasing/Budget:**

**Executive:**

### TITLE OF DOCUMENT:
Resolution designating Portage Bay as a Marine Recovery Area

### ATTACHMENTS:

### SEPA review required?

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<th>Yes</th>
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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.)

Resolution designating Portage Bay as a Marine Recovery Area

### 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).
RESOLUTION NO. 2015- _____

DESIGNATING PORTAGE BAY AS A MARINE RECOVERY AREA

WHEREAS, on March 24, 1998, the Whatcom County Council adopted Ordinance 98-019, creating the Portage Bay Shellfish Protection District; and

WHEREAS, Ordinance 98-019 also created the Portage Bay Shellfish Protection District Advisory Committee and adopted the Initial Closure Response Strategy; and

WHEREAS, implementation of the Initial Closure Response Strategy, Total Maximum Daily Load Detailed Implementation Plan, and Dairy Nutrient Management Act led to water quality improvements and upgrade of the shellfish growing areas by the Washington State Department of Health in 2003 and 2006; and

WHEREAS, water quality in the Nooksack River and Portage Bay have again deteriorated; and

WHEREAS, the Portage Bay Shellfish Protection District Advisory Committee reviewed and updated the Initial Closure Response Strategy; and

WHEREAS, on June 3, 2014, the Whatcom County Council adopted Resolution 2014-027 approving the updated Shellfish Recovery Plan to the Whatcom County Council Natural Resources Committee on May 20, 2014; and

WHEREAS, in September 2014 the Lummi Nation voluntarily closed shellfish harvesting in portion of Portage Bay due to degraded water quality; and

WHEREAS, on January 27, 2015 the (SDOH) Washington State Department of Health has downgraded portions of Portage Bay for shellfish harvesting; and

WHEREAS, the County has invested resources to implement a (PIC) Pollution, Identification and Correction program to address deteriorating water quality; and

WHEREAS, the On-Site Sewage Local Management Plan requires the local health officer to propose land areas where existing on-site sewage disposal systems are a significant factor contributing to shellfish growing areas that have been threatened or downgraded by the Department of Health; and

WHEREAS, the local health officer has designated Portage Bay as a (MRA) Marine Recovery Area;
NOW THEREFORE, BE IT RESOLVED that the Whatcom County Council acknowledges Portage Bay as a Marine Recovery Area as indicated in Exhibit A to this resolution.

ADOPTED this _____ day of ___________ 2015.

ATTEST:

__________________________
Dana Brown-Davis, Clerk of the Council

APPROVED AS TO FORM:

__________________________
Civil Deputy Prosecutor

__________________________
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

__________________________
Carl Weimer, Council Chair
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**TITLE OF DOCUMENT:**
Presentation by Gerald Craft, McNott Corporation

**ATTACHMENTS:**

**SEPA review required?**
- [ ] Yes
- [X] No

**SEPA review completed?**
- [X] Yes
- [ ] No

**Should Clerk schedule a hearing?**
- [ ] Yes
- [X] No

**Requested Date:**

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

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

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**TITLE OF DOCUMENT:** Presentation of “Economic Contribution of Outdoor Recreation to Whatcom County”

**ATTACHMENTS:** Press release

**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.)

Recreation Northwest respectfully requests the opportunity to present the findings from their Economic Contribution of Outdoor Recreation to 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.
FOR IMMEDIATE RELEASE:

Report: Outdoor Recreation Generates $705 Million in Annual Spending in Whatcom County

Study of outdoor recreation’s economic impact in Whatcom County also reveals creation of over 6,500 jobs.

BELLINGHAM, WA, April 21, 2015—Recreation Northwest, Whatcom County, City of Bellingham, Port of Bellingham and Bellingham Whatcom County Tourism announce the findings of a groundbreaking new study: The Economic Impact of Outdoor Recreation in Whatcom County, Washington.

The study, conducted by Earth Economics, builds on a statewide Recreation Economic Impact study commissioned by the Washington Recreation and Conservation Office. For Whatcom County, Earth Economics studied economic contributions in three areas: outdoor recreation expenditures, recreation businesses and ecosystems services in recreational lands.

The study revealed that each year, residents and visitors spend $705 million on outdoor recreation in Whatcom County, ranking it eighth-highest in the state for such expenditures. This spending supports a total of 6,502 jobs. Whatcom County boasts a total of 14 million participant days in outdoor recreation, with residents averaging 71.8 participant days—well above the state average of 59 days per year.

“Recreation is critical to Bellingham and Whatcom County,” said Bellingham Mayor Kelli Linville. “Recreational opportunities not only highlight our beautiful region, but they also help create jobs, attract talented professionals and build our regional reputation as a healthy place to live, work and play.”

Total Whatcom County expenditures were highest for recreation in public waters, with approximately $132 million in annual spending throughout the county. “Whatcom County provides easy access to some of the best cruising waters in the world,” said Rob Fix, Executive Director at the Port of Bellingham. “The Port continues to have strong demand for marina slips, and the marine-trades businesses that support recreational boaters are thriving.”
Two hundred seventy-nine recreation-related business were identified in Whatcom County, including retailers, manufacturers, service providers and more, with total 2014 revenue of $508 million, supporting 3,728 jobs. Gear wholesalers, recreational boat builders and boat dealers are the top three sectors, according to annual sales. Between direct, indirect and induced effects of employment, labor income, value added and output, Whatcom County recreation businesses have a $389 million total impact.

Added Whatcom County Executive Jack Louws, "Whatcom County’s abundant natural beauty is a huge draw for outdoor recreation enthusiasts. This study draws the positive correlation between our scenic landscape and its impact on local businesses and our overall economy."

"Bellingham and Whatcom County have long enjoyed a strong reputation as an outdoor recreation destination," said April Claxton, Executive Manager of Recreation Northwest. "The findings of this study confirm recreation’s economic impact, and will hopefully inspire us all to protect our beautiful mountains, waters and forests."

**The Economic Impact of Outdoor Recreation in Whatcom County:**
(links to be added)
Executive Summary & Fact Sheet
Full Report

**About Recreation Northwest**
**Recreation Northwest** is a Bellingham, Washington based non-profit organization dedicated to promoting outdoor recreation, and bringing people together to enjoy, preserve and improve the places where we play. Through partnerships with local businesses and organizations, we work to raise awareness of our public green spaces and their inhabitants, including one of the Northwest’s most revered symbols—the salmon. Recreation Northwest produces Bellingham Traverse; the Quest Adventure Races; the Race Directors Summit; and the Recreation Northwest EXPO. Learn more at recreationnorthwest.org.

**About Earth Economics**
**Earth Economics**, located in Tacoma, Washington, is dedicated to researching and applying the economic solutions of tomorrow, today. Earth Economics provides robust, science-based, ecologically sound economic analysis, policy recommendations and tools to positively transform regional, national and international economics, and asset accounting systems. Working with leading ecologists, economists and modelers, we serve a large circle of businesses, non-profits, government agencies, policy makers and media channels with research, reports, presentations, workshops and investigations.

**Washington Recreation and Conservation Office Study, 2015:**
Economic Benefits of Outdoor Recreation in Washington Fact Sheet
Economic Benefits of Outdoor Recreation in Washington full Report
Recreation Economy in Whatcom County

RECREATIONAL EXPENDITURES

8th IN THE STATE WHATCOM COUNTY

$705 MILLION IN SPENDING

RECREATIONAL BUSINESSES

279 RECREATION BUSINESSES

3,728 jobs

$508 MILLION IN REVENUE

ECOSYSTEM SERVICES

$6-10 BILLION

Value: Aesthetic beauty, quality of life, healthy native habitats for wildlife, naturally supported water and air quality and more.

Recreation Days

WHATCOM COUNTY 78.1 Days/Year

STATE AVERAGE 59 Days/Year

Economic Contribution of Outdoor Recreation to Whatcom County, 2015. Prepared by Earth Economics for Recreation Northwest. Funding provided by: Whatcom County, City of Bellingham, Port of Bellingham and Bellingham Whatcom County Tourism.
**TITLE OF DOCUMENT:** Resolution authorizing the County Executive to enter into a Jail Use Agreement with all of the cities of Whatcom County.

**ATTACHMENTS:**
- Memo
- Resolution
- Attachment ‘A’ (Jail Facility Use Agreement)

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

Executive Louws respectfully requests Council approval to enter into a Jail Facility Use Agreement with all of the cities that includes the commitment to establish Criminal Justice Diversion Task Force.

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

TO: Whatcom County Council

DATE: May 5, 2015

FROM: Jack Louws, County Executive

RE: Resolution to enter into Jail Facility Use Agreement that includes the commitment for a Criminal Justice Diversion Task Force, Resolution authorizing the establishing of a Criminal Justice Diversion Task Force and a Resolution to submit a ballot proposition to qualified voters of the County.

Background and Purpose:
1) Over the last few weeks my leadership team and I have responded to several critical questions regarding the progress of the new jail facility use agreement. Specifically, those questions have centered on our efforts to provide jail and hospital diversion programs and the expansion of a crisis triage facility. As the discussion with the Whatcom council continues, five of the small cities have approved the Jail Facility Use Agreement while Bellingham and Ferndale are awaiting action by the Whatcom Council on the agreement prior to approving the agreement.

2) A resolution to establish a Criminal Justice Diversion Task Force was developed in partnership with the Whatcom County Council Chair, Human Services Manager, and the Sheriff. The Criminal Justice Diversion Task Force will provide recommendations, oversight, and specific timeframes on the construction and operation of a new or expanded multi-purpose crisis triage facility to assist with jail and hospital diversion, and new development or enhancement of programs designed along a continuum that effectively reduce criminal justice involvement for individuals struggling with mental illness and chemical dependency.

3) The resolution to authorize the proposed ballot measure allows for submission to the qualified voters of the county, a proposition authorizing a local sales and use tax of two tenths of one percent for the purpose of providing funds for the construction of a new jail and its operations.
Requested Action:
Seeking Council approval of the three (3) resolutions developed for the provision of a new Whatcom County Jail and commitment to criminal justice diversion programs:

1. Resolution to authorize County Executive to enter into Jail Facility Use Agreement that includes a commitment to establish a Criminal Justice Diversion Task Force.
2. Resolution authorizing the establishment of a Criminal Justice Diversion Task Force
3. Resolution authorizing the ballot proposition for a sales and use tax, subject to approval of the Jail Facility Use Agreement by all cities.

I thank you in advance for your consideration of this important work completed to establish funding for the new regional jail.
Resolution 2015-________________

RESOLUTION APPROVING THE JAIL FACILITY USE INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND THE CITIES OF BELLINGHAM, BLAINE, EVERSON, FERNDALE, LYNDEN, NOOKSACK, AND SUMAS AND INCLUDING A COMMITMENT TO ENHANCE MENTAL HEALTH AND SUBSTANCE ADDICTION PROGRAMS TO REDUCE JAIL POPULATION AND RECIDIVISM INCLUDING THE ESTABLISHMENT OF A CRIMINAL JUSTICE DIVERSION TASK FORCE

WHEREAS, this Jail Facility Use Agreement ("Agreement") is intended for agreement by and between Whatcom County ("County"); the City of Bellingham ("Bellingham"); the City of Blaine ("Blaine"); the City of Everson ("Everson"); the City of Ferndale ("Ferndale"); the City of Lynden ("Lynden"); the City of Nooksack ("Nooksack"); and the City of Sumas ("Sumas") pursuant to RCW Chapters 70.48 and 39.34, and upon agreement by all of the parties will be administered by the County Executive, or designee, pursuant to RCW 39.34; and

WHEREAS, contingent upon approval of the Jail Facility Use Agreement by all of the parties, and approval by the voters of the ballot measure for .2% sales and use tax, the County intends to build, own and operate a new jail facility located on Labounty Road in Ferndale consisting initially of approximately 521 beds in phase 1, with an additional 128 available in phase 2, along with demolition of the existing jail at Prospect Street, and the construction of holding space and a sally port for inmate transfer at the Whatcom County Courthouse (hereinafter, the "New Jail"), to service the needs of the community for the foreseeable future; and

WHEREAS, the parties agree that the community and its taxpayers are best served by a cooperative, collective approach to public infrastructure, including the New Jail, through joint planning and financing, to maximize efficiency and promote economies of scale, and the Whatcom County Council finds that the existing jail cannot meet the demand of the combined volume of City and County inmates; and

WHEREAS, the parties to the Agreement are willing to make a long-term commitment and provide financial concessions in order to obtain access to the existing and New Jail. Subject to the terms and conditions herein, the County agrees to make the existing jail and New Jail and jail-related programs available for City inmates; and
WHEREAS, a separate Resolution will authorize the placement of a proposition before Whatcom County voters that, if passed, would provide additional sales and use tax at the rate of 0.2% (two-tenths of one percent) to be used for the financing, construction, equipping, maintenance, repairing and operation of jail facilities that house inmates being held, charged, or convicted of misdemeanor and felony acts, and for adult corrections programs including medical and behavioral health facilities and programs, all pursuant to RCW 82.14.450, and for other legal purposes; and

WHEREAS, following repayment of the Bonds, or no longer than 30 years following their initial issuance, the provisions in this agreement regarding distribution of sales tax proceeds from the cities to the County shall no longer have any effect and imposition of half of the .2% sales tax will end. At that time, the Cities collectively shall be entitled by law to retain 40% of the .1% of Sales Tax Revenue that remains in effect; and

WHEREAS, as part of the existing jail, the County owns and operates an interim adult correctional facility and behavioral health triage center on Division Street in Bellingham, which property the County may sell or transfer when the new jail is completed and operational. If sold or transferred, the resulting value and proceeds from this transaction will be applied by the County to facilities and programs that support the goals of treating adults with behavioral health problems. Further, the goals of these programs are to reduce incarceration rates of people with behavioral health problems; and

WHEREAS, the County currently provides behavioral health programs funded through the Behavioral Health Tax that include jail behavioral health services, jail psychiatric medical care, juvenile court detention behavioral health services, district court probation specialized behavioral health unit, drug, family treatment and mental health courts, specialized training for law enforcement crisis intervention team, triage center, supportive housing programs, opiate addiction outreach services, community mental health and substance use treatment, intensive case management programs, school intervention programs, approximating $4.1 million per year in expense, and has earmarked $3 million in Behavioral Health Tax revenue reserves for the expansion and/or relocation of a triage center to serve our community; and

WHEREAS, these programs supported with these funds shall be designed to achieve the following policy goals: 1) a reduction of the number of mentally ill and chemically dependent using costly interventions like jail, emergency rooms, and hospitals; 2) a reduction of the number of people who recycle through the jail, returning repeatedly as a result of their mental illness or chemical dependency; 3) a reduction of the incidence and severity of chemical dependency and mental and emotional disorders in youth and adults; and 4) diversion of mentally ill and chemically dependent youth and adults from initial or further justice system involvement; and
WHEREAS, the County and the cities have a need now and into the future to modify and augment programs related to behavioral health issues and share the commitment to reduce jail populations and reduce recidivism through jail alternative programs; and

WHEREAS, the County and the cities, including all law enforcement and health treatment providers employed by our jurisdictions, agree to work together to augment behavioral health and substance abuse programs that will lead to a reduction in jail populations and reduce recidivism, in parallel with the construction of the new countywide jail facility; and

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council will by resolution establish a Criminal Justice Diversion Task Force, to which shall be appointed citizens and officials, charged with providing the County Council and County Executive with recommendations and advice on the construction and operation of a new or expanded multipurpose crisis triage facility, to be planned and developed in parallel with the construction of the new countywide jail facility and intended to reduce long-term jail populations and reduce recidivism, by providing safe and effective care for medical, mental health and substance abuse services; and

BE IT FURTHER RESOLVED that the Whatcom County Council authorizes the County Executive to enter into a jail facility use agreement with the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas for the purposes of construction and long-term operation of the Whatcom County countywide jail facility.

APPROVED this ______ day of ________________, 2015

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

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

APPROVED AS TO FORM:

__________________________
Daniel L. Gibson
Civil Deputy Prosecutor
ATTACHMENT ‘A’

WHATCOM COUNTY
Contract #

JAIL FACILITY USE AGREEMENT

This Jail Facility Use Agreement ("Agreement") is by and between Whatcom County ("County"); the City of Bellingham ("Bellingham"); the City of Blaine ("Blaine"); the City of Everson ("Everson"); the City of Ferndale ("Ferndale"); the City of Lynden ("Lynden"); the City of Nooksack ("Nooksack"); and the City of Sumas ("Sumas") pursuant to RCW Chapters 70.48 and 39.34. The County Executive, or designee, will serve as the administrator of the Agreement pursuant to RCW 39.34.

RECITALS

A. The County is charged by State law with the operation and maintenance of the Whatcom County Jail and related correctional facilities ("Jail"), presently located on Prospect and Division Streets in Bellingham, (hereinafter, the "Existing Jail").

B. The Existing Jail requires additional capacity and improved infrastructure in order to safely incarcerate the combined volume of city and county inmates currently and in the future. The city governments party to this Agreement (hereinafter, collectively, the "Cities") desire to continue use of the Jail for the detention of city inmates.

C. The County intends to build, own and operate a new Jail located on LaBounty Road in Ferndale consisting initially of approximately 521 beds in phase 1, with an additional 128 available in phase 2, along with demolition of the existing jail at Prospect Street, and the construction of holding space and a sally port for inmate transfer at the Whatcom County Courthouse (hereinafter, the "New Jail"), to serve the needs of the community for the foreseeable future.

D. The parties agree that the community and its taxpayers are best served by a cooperative, collective approach to public infrastructure, including the New Jail, through joint planning and financing, to maximize efficiency and promote economies of scale.

E. In April 2015, the Whatcom County Council will consider a Resolution which finds that the Existing Jail cannot meet the demand of the combined volume of City and County inmates. The Resolution will place a proposition before Whatcom County voters that, if passed, would authorize additional sales and use tax at the rate of 0.2% to be used for the construction, maintenance, and operation of jail facilities, and for adult corrections programs including medical and behavioral health facilities and programs, all pursuant to RCW 82.14.450, and for other legal purposes (hereinafter, the "Sales Tax Measure").
ATTACHMENT ‘A’

F. The parties intend to enter into this agreement in 2015, and Whatcom County will propose the Sales Tax Measure to the voters to authorize a 0.2% sales tax pursuant to RCW 82.14.450 (a copy of which statute, in its form as of the date of this Agreement, is attached hereto as Exhibit A), that will provide for jail construction funds and will service limited tax general obligation bonds to be issued by the County for the construction of the New Jail, together with any refunding bonds which may be issued by the County to refund the original bonds (hereinafter, the "Bonds"), and fund jail operations and related public safety requirements as permitted by law and consistent with this Agreement. The negotiation and execution of this Agreement is intended to yield a definitive, long-term agreement to globally address jail financing and certain operational matters related to the Jail.

G. The parties to this Agreement are willing to make a long-term commitment and provide financial concessions in order to obtain access to the Existing and New Jail. Subject to the terms and conditions herein, the County agrees to make the Existing Jail and New Jail and jail-related programs available for City inmates.

H. The parties hereto also desire to include within this Agreement the procedures for determining the costs associated with housing inmates within the Existing Jail and New Jail, the scope and level of service to be provided by the County, procedures for billing of the cost of services, the methodology for payment by the Cities to the County for the actual maintenance and operating costs of the Existing Jail and New Jail, as set forth in Exhibit B, and consistent with the Cities' usage rate of the Existing Jail and New Jail, and the County's contribution to the maintenance and operating cost of the Existing Jail and New Jail consistent with the County's usage rate of the Existing Jail and New Jail.

I. As part of the Existing Jail, the County owns and operates an interim adult correctional facility and behavioral health triage center on Division Street in Bellingham. The County may sell or transfer the Division Street property when the New Jail is completed and operational. If sold or transferred, the resulting value and proceeds from this transaction will be applied by the County to facilities and programs that support the goals of treating adults with behavioral health problems. Further, the goals of these programs are to reduce incarceration rates of people with behavioral health problems.

NOW, THEREFORE, in consideration of the foregoing, the parties agree and contract as follows:

AGREEMENT

1. **NEW AGREEMENT.** This Agreement shall become effective when all parties identified above have duly executed this Agreement and the conditions set forth in paragraph 2, below, have occurred. Until this Agreement becomes effective, the existing jail use agreements between and among the parties (or between any of the parties) shall remain in force and effect pursuant to the terms thereof, subject to the stated length of term in each of those agreements. Once this Agreement becomes effective as described in paragraph 2, it shall entirely replace and supersede any and all previous agreements between the parties regarding use of the Existing Jail.
2. **SALES TAX MEASURE AND EFFECTIVE DATE OF AGREEMENT.** The County will place the Sales Tax Measure on the August 4, 2015 Primary Election ballot, or if necessary, the November 3, 2015 General Election ballot. In the event that the Sales Tax Measure fails to pass on either election, this Agreement shall be immediately null and void without further action by the parties. In the event the Sales Tax Measure passes by approval of the voters at either election, this entire Agreement will become fully effective and immediately binding on the parties on the date the election is certified by the Whatcom County Auditor (the "Effective Date"), consistent with its terms, without further action or consent by the parties hereto. Of the two tenths of a percent authorized upon approval of the Sales Tax Measure, one tenth of a percent shall be limited to the life of the bonds, and shall expire thereafter in coordination with Parties of this agreement and the Washington State Department of Revenue ("DOR"), and any ballot measure placed on the ballot shall so indicate. When the bonds are fully repaid or at the conclusion of 30 years from the initial bond issuance, whichever occurs first, all parties shall take the steps necessary to terminate one tenth of a percent of the sales tax levy referenced in this Agreement.

**PART 1-JAIL FINANCING**

3. **JAIL FUNDING SOURCES.** Upon voter approval of the Sales Tax Measure, the parties agree that all funds derived therefrom will be distributed to the County and the various incorporated cities within the County by DOR according to the distribution formula in state law of 60% to the County, and 40% to the cities on a pro rata basis of the population within incorporated cities. For the years 2016, 2017, and 2018, upon receipt of the distribution of this portion of the sales tax from the DOR, each City shall remit to the County Treasurer no later than the twentieth day of the following month, 75% of the distribution it has just received. These remittances will be deposited by the Treasurer, along with the necessary County funds, into the New Jail Project Fund for use as payment toward costs of the construction of the New Jail, payment of the debt service on interim financing, and on debt service on the Bonds sold to construct the New Jail. Each remittance will be accompanied by a copy of the distribution notification from the DOR. For 2019 and the years following, until full repayment of the Bonds that will be sold to finance the New Jail construction, each city shall remit to the County Treasurer monthly an amount to be determined by the following formula: $147,233.08 ($1,766,797, representing the cities' aggregate share of the annual bond payment, divided by 12) times that city's percentage share of the total city jail bed day use over the previous 5 years. Each year, each city's percentage share of the total city share of the jail bond payment will be determined by its corresponding average of the previous 5 years of jail bed day use. The jail bed day use information will be set by the County using jail population data provided through December of the previous year by the County Sheriff's office. The County Treasurer shall deposit the Cities' funds into the New Jail Project Fund, along with County funds necessary to repay and service the Bonds sold to construct the New Jail. The sales tax measure funds the Cities receive by the last business day of every month shall be delivered in the amounts described above to the County Treasurer by the twentieth day of the following month by check or Automated Clearing House (ACH) transaction. The Cities agree that payments required under this Agreement will be made as set forth herein, and are not subject to any claims or disputes relating to jail operations or any other terms of this agreement.

4. **NEW JAIL PROJECT FUND.** Whatcom County agrees to utilize the New Jail Project Fund ("Fund") to construct and pay for the New Jail. The New Jail Project Fund shall consist of "Total Revenues," defined as (1) all bond proceeds and savings from bond
refunding; (2) a portion of revenue received from the countywide Sales Tax Measure necessary to repay and service the Bonds; (3) all contributions and grants provided for the construction of the New Jail.

a. The parties acknowledge that the County intends to issue Bonds not later than 2018 in reliance upon the commitments and agreements of the parties reflected in this Agreement. The Bonds, when issued, will have a term not to exceed thirty (30) years, and may be refinanced by the County, without limitation, other than the limitation regarding the total duration of thirty (30) years. The maximum total duration of the Bonds, including any refunding or refinancing activity, shall be thirty (30) years. All references to Bond payments include any refunding bonds that may be issued to refinance the Bonds initially issued. The estimated amounts of the total Bond proceeds are $97,000,000 and the estimated interest rate is five (5) percent over a period of 30 years. The resulting annual Bond payment amounts are calculated at $6,309,989. If after the issuance of the Bonds the resulting total annual Bond payment is higher than $6,309,989, the City share of the annual Bond payment will be set to a level equal to 28% of the annual Bond payment and the County share will be 72%, however, the total City share of the Annual Bond payment will not exceed $1,850,933. The County will use debt structures that provide for the opportunity for early repayment of the Bonds no later than 10.5 years after issuance.

b. The net proceeds derived by the County from the sale of the Bonds and any savings from future refunding shall be deposited into the New Jail Project Fund and used only for expenses related to the construction of the New Jail, including those pre-construction costs incurred by the County after January 1, 2015, the demolition of the existing jail at Prospect Street, the construction of Courthouse holding space and sally port for inmate transfers and all related soft and hard costs of construction. The total estimated costs of the New Jail project is estimated at $97,000,000. The costs of approximately $7,000,000 incurred by the County for the purchase and analysis of the LaBounty property, expended prior to January 1, 2015, will not be calculated into these total project costs nor used as a basis for determining Bond payments. Once the New Jail building project is complete, any remaining Bond proceeds will be used only as allowed by the bond documents.

c. The County also intends to construct new facilities housing the Sheriff's Office facilities adjacent to the New Jail. The proceeds from the Sales Tax Measure, jail use charges, and other revenue identified in this Agreement will not be used to pay for the design and construction costs of the Sheriff's Office facility anticipated and planned by the County. The County will use other County revenue and resources for the construction and operation of the anticipated Sheriff's Office facilities. If the County issues a single Bond for both the New Jail and Sheriff's Office facilities the County will ensure that there is a clear delineation of issuance costs and debt service allocable to the New Jail and the Sheriff's Office facilities separately.

d. On an annual basis, the County shall provide a detailed revenue and expense report that accounts for the activity of the Existing and New Jail and all related County jail funds.
PART II-JAIL OPERATIONS

5. **CONTROL OF JAIL.** The Cities acknowledge the County’s statutory responsibility for, ownership of, and operational control over the Existing Jail and New Jail. The County shall administer the jail in accordance with the ordinances, policies, procedures, rules, and regulations of the County (including any emergency security rules imposed by the Sheriff), and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county corrections facilities. The Cities hereby consent and agree that inmates committed to the Existing Jail and New Jail by the Cities are subject to all rules and regulations applicable to County inmates incarcerated therein, including but not limited to all terms and conditions of this Agreement. It is further understood by the parties that the County shall be solely responsible for operational decisions regarding the appropriate level of security, inmate management, and housing of all inmates. The Sheriff will reasonably consult with the Chiefs of Police of the parties to this Agreement regarding issues concerning city inmates. The Sheriff, at least once a year, on or around June 30th to coincide with the Parties’ budget processes, will convene a meeting of the parties to this Agreement to discuss the operational and financial performance of the Existing Jail and New Jail, including per diem rates and fees.

6. **AVAILABILITY OF JAIL FACILITIES AND SERVICES PROVIDED.** The County agrees to provide inmate services for gross misdemeanor or misdemeanor cases initiated by the Cities and felony cases referred to the County for those offenses alleged to have been committed by adults within the Cities. The County shall provide inmate services consistent with the standards contained in Exhibit B. If circumstances require the County to reduce services to all jurisdictions, including Whatcom County, such reduction in services shall be made uniformly among the County and all Cities for gross misdemeanants and misdemeanants, and the County shall provide reasonable notice to the Cities of its intention to reduce service levels in any correction program. The uniform reduction in service provided herein shall not apply to felony cases and inmates. Wherever possible, the County will provide a minimum of thirty (30) days’ notice of such reductions unless specific circumstances require more immediate action.

7. **CAPACITY OPERATIONS.** The New Jail will be made available to parties to this Agreement, and if capacity is available, to non-participating entities. The County will not accept non-Party inmates at any times the Sheriff has determined the New Jail is at capacity, except as required by law or for the safety of the Whatcom County community, in which event the Sheriff will seek alternative accommodation for any inmates as soon as is reasonably practicable. In the event the New Jail reaches capacity, the Parties shall in good faith pursue joint contracting for outsourcing or other alternative accommodation.

8. **INMATE CONFINEMENT FEES AND CHARGES FOR SERVICES.** The parties to this Agreement shall pay the County for bed space at the established daily rates and for services provided as set forth in Exhibit B to this Agreement, which is incorporated herein by this reference. Charges for services rendered shall be verified as they accrue, and shall be paid within thirty (30) days of the issuance of each month’s final invoice. The per diem bed rate/booking costs for each correction program shall be established by the County consistent with the adopted budget for each program area during the contract year. All Parties to this agreement, including the County, will pay the same rates and fees. All fees for service charged to the parties to this Agreement shall ultimately be based on the actual cost of service, with subsequent adjustment, if necessary, and limited to the amount necessary to
reimburse the County for services provided. The total amount charged to each city annually shall not exceed the total amount of each city's use based on the city's jail usage divided by total jail usage multiplied by the total actual cost of operating the jail. This formula does not include any non-routine or extraordinary medical costs as referenced in Exhibit B. Disputes as to the appropriate fees for service will be subject to the Venue and Dispute Resolution provision set forth below.

9. **DETERMINATION OF CASE STATUS.** The Prosecuting Attorney shall have the sole authority to determine which felony arrest cases submitted by the Cities shall be charged as felonies and which as gross misdemeanors or misdemeanors. The Cities shall not be responsible for any case charged as a felony, following determination of case status by the Prosecuting Attorney, except Cities will be responsible for the cost of non-routine services provided by outside medical providers administered prior to sentencing for felony offenders arrested by City law enforcement officers as provided in RCW 70.48.130, following the efforts by the County to reduce medical costs as set forth in Exhibit B. If the determination is made by the Prosecuting Attorney that a case should be charged as a gross misdemeanor or misdemeanor, such cases shall be referred to the appropriate City Attorney for filing in the Municipal Court with inmate services charged to the City. Any case originally charged by the Prosecutor as a felony and later plea bargained or adjudicated to a gross misdemeanor or misdemeanor shall not require compensation by the Cities. If a determination is made by the Prosecuting Attorney that a City case originally charged as a gross misdemeanor or misdemeanor will be charged as a felony, then all inmate services will be charged to the County.

10. **INMATES DEFINED**

    a. **City Inmate.** As used herein, "City Inmate" shall mean those inmates charged in municipal courts of the Cities, those inmates arrested by a city law enforcement officer while held prior to charging or to release without charges, or those inmates who are originally arrested for felony offenses and are referred to the appropriate City Attorney for filing in Municipal Court as described above.

    b. **County Inmate.** As used herein, "County Inmate" shall mean those inmates originally charged in Whatcom County District Court on gross misdemeanor and misdemeanor offenses, those inmates arrested by the County Sheriff while held prior to charging or to release without charges, and persons arrested for, or charged with, any felony offense charged in Whatcom County Superior Court or are held by magistrate warrant.

    c. **Third Party Inmates.** For the purposes of this Agreement, County Inmates and City Inmates shall not include those inmates who are committed to the Jail by entities that are not a party to this Agreement, or other inmates arrested by state and federal agencies.

    d. **Material Witnesses Held In Jail.** Inmate days arising from a material witness warrant shall be allocated to the party issuing the material witness warrant.

11. **BILLING INFORMATION.** The County shall provide each City with an itemized monthly billing report for each service area. The monthly billing report shall include the dates used in computing the fees and the initiation and, if available, release date for each
corrections program, with adjustments made for any temporary releases that may occur within the time frame of the specific incarceration. Calculations will also include the application of good time sentence reductions as appropriate.

12. **ASSIGNMENT.** The County shall provide at least 30 days' prior notice to the parties of its intent to assign or delegate duties under this Agreement, specifying which duties it intends to assign or delegate and the name and address of the party to whom it intends to assign or delegate.

13. **ARREST WARRANT OR CITATION.** City law enforcement officers placing inmates in the Jail shall, in every instance, furnish an arrest warrant, probable cause affidavit, citation or other charging document to the County Corrections Deputy on duty at the time.

14. **TRANSFER OF CUSTODY.** When custody of a City Inmate is transferred to the County, the City Inmate shall be subject to all applicable rules, regulations, and standards governing the operation of the Jail, including any emergency security rules imposed by the Jail administrator, subject to applicable law. For the purposes of this Agreement, "Custody" shall be defined as the point in time at which Jail staff accepts physical custody and control of an inmate. Any City law enforcement officer delivering an inmate to the Jail shall comply with all rules and regulations of the County Jail.

15. **TRANSPORTATION.** Each City shall be solely responsible for transportation of its inmates to the Jail for initial booking and to all court appearances in its municipal court. Cities may contract with the Sheriff to provide custody and/or transportation services for court appearances.

16. **MEDICAL CARE AND COSTS.** All inmates shall receive medical, mental health, and dental treatment when medically necessary to safeguard their health while in custody as required by law. Medical costs shall be allocated per state law or by agreement between the City and the County. If there is a difference between state law allocation of such costs and an agreement between the City and the County, the agreement shall control.

17. **CITY ACCESS TO INMATES.** All City law enforcement officers and defense attorneys shall have the right to interview City Inmates at any time inside the confines of the Jail, subject to Jail security rules and regulations. Interview rooms and appropriate communication technology will be made available to City law enforcement officers and defense attorneys as available.

18. **POSTING OF BAIL.** The County agrees to act as agent for Cities with respect to bail and/or bail bonds posted by inmates to secure their appearance and compliance with conditions of release in the various municipal courts. The County will deliver bail bonds or money posted for inmates to the Municipal Court in a timely manner. Performance bonds will not be accepted by the County, but must be posted directly with the Court of Jurisdiction.

19. **JAIL ALTERNATIVE PROGRAMS.** Inmates judged to be eligible for Jail Alternative Programs by the sentencing Judge may be permitted to participate in those programs at the discretion of the Sheriff or designee. Such programs may include but will not be limited to In Custody and Out of Custody Work Crews, Work or School Release and Electronic Home Monitoring/Detention. The County will make jail alternative programs available to City inmates to the same extent they are made available to County inmates.
20. **RELEASE OF CITY INMATE FROM COUNTY JAIL.** No City Inmate confined in the Jail shall be released therefrom, except by order of the court in those matters in which said courts have jurisdiction. The Sheriff may in his or her discretion transfer inmates to another facility as necessary to effectively operate the Jail.

21. **RECORD KEEPING.**

a. **Informational Project Updates.** Prior to and during the construction of the New Jail, the County and its Project Manager will provide reasonably regular updates to the parties to this Agreement.

b. **Form of Records.** The County agrees to maintain a system of record keeping relative to the booking and confinement of each City Inmate in such style and manner as equivalent to County records pertaining to County Inmates.

c. **City Access to Records.** Records of services provided to City Inmates shall be available for review by the applicable City, unless their release is expressly prohibited by applicable law concerning the confidentiality of medical records (including the federal Health Insurance Portability and Accountability Act, "HIPAA"). The parties may enter business associate agreements under the HIPAA as necessary to implement the intent of this Agreement.

d. **Jail Bed-Day Utilization Reporting.** At least quarterly the County shall report to the parties the actual number of inmate days utilized by each party in the previous quarter, and the total number of actual inmate days.

22. **INDEMNIFICATION.**

a. **County Indemnification.** The County shall indemnify and hold harmless the other parties to this Agreement, their officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any intentional or negligent act or omission of the County, its officers, agents and employees, or any of them, relating to or arising out of the performance of services pursuant to this Agreement. In the event that any such claim, action, loss or damages is brought against the other parties to this Agreement, the County shall defend the same at its sole cost and expense, including attorney fees.

b. **City Indemnification.** Each City party to this Agreement shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason or arising out of any intentional or negligent act or omission of the indemnifying City, its officers, agents, and employees, or any of them relating to or arising out of the performance of service pursuant to this Agreement. In the event that any such claims, action, loss or damages is brought against the other parties to this Agreement, the indemnifying City shall defend the same at its sole cost and expense, including attorney fees.
23. **TERM.** The life of the Bonds shall not be more than 30 years in duration from the date of their issuance. Until the bonds have been repaid, this Agreement shall not terminate. Following repayment of the Bonds, the provisions in this agreement regarding distribution of sales tax proceeds from the cities to the County shall no longer have any effect. After the bonds have been repaid, the Cities shall be entitled to receive and keep 40% of the .1% of Sales Tax Revenue that remains in effect. The remainder of this Agreement shall remain in effect and shall only be terminable by any party to this Agreement, as to that Party's participation in the Agreement, on one (1) year's written notice to each of the other parties to this Agreement. This Agreement may be modified in writing by mutual agreement of all the parties.

24. **SURVIVAL.** The provisions of paragraphs 25 and 26 shall survive the termination or expiry of this Agreement.

25. **VENUE AND DISPUTE RESOLUTION.** No party to this Agreement shall have standing to dispute the County's use of sales tax revenues for Bond Payments so long as the County uses the sales tax revenue consistent with this Agreement. This paragraph establishes the sole and exclusive remedy for disputes arising under this Agreement, except as otherwise set forth herein. If a dispute arises as to the administration of this Agreement between any City party to this Agreement and the County, such dispute shall be progressively resolved in the following manner:

   a. Through negotiations between the City and the County's respective contacts.
   b. Through negotiations between the City's Mayor and the County Executive.

In the event that the City and the County do not reach agreement within 90 days of commencing negotiations, the matter will be submitted to binding arbitration. The City and the County may mutually agree to extend the negotiation period. If the City and the County cannot agree upon the selection of an impartial arbitrator within fourteen days of a written request for arbitration by either the City or the County, the arbitrator shall be selected as provided in the Superior Court Mandatory Arbitration Rules by a judge of the Superior Court of Skagit County. The arbitration shall be conducted pursuant to the Superior Court Mandatory Arbitration Rules.

26. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the parties hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other party hereto.
27. **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this extent and purpose the terms and conditions of this Agreement are declared severable.

28. **COMPLIANCE WITH LAWS.** The parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement. The parties shall obtain and comply with any and all necessary permits, approvals, consents and notice from or to all applicable jurisdictions prior to commencing any work or action related to this Agreement. The parties to this Agreement reserve all rights afforded under RCW 39.34.180 in the form enacted as of January 1, 2015.

29. **CAPTIONS AND COUNTERPARTS.** The captions in this Agreement are for convenience and reference only, and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one Agreement.

30. **NO SEPARATE LEGAL ENTITY.** This Agreement establishes a cooperative undertaking, and it is not the intention of the parties to create a new or separate legal entity by this Agreement. This Agreement does not establish or create a joint venture or partnership between the parties, and no party shall be responsible for the liabilities and debts of the other parties hereto.

31. **INTEGRATED AGREEMENT.** This is an integrated Agreement. Neither party has relied on any representation other than those expressly set forth herein in entering this Agreement.

32. **NEUTRAL AUTHORSHIP.** Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the parties hereto, and this Agreement shall not be interpreted for or against any Party hereto based upon authorship. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they and their authorized representatives executing this Agreement have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by all the Parties.
The Parties agree that during the performance of this Agreement no person shall, on the basis of race, creed, national origin, sex, marital status, age, religion, ethnicity, or the presence of any sensory, mental or physical handicap, be excluded from services which are within the scope of this Agreement and within the reasonable ability of the County to provide. The Parties shall not discriminate against any employee or applicant for employment for the above reasons; provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability, with reasonable accommodation, prevents the proper performance of the work involved.

The Parties agree to aid and assist the other in accomplishing the objectives of this Agreement.

This Agreement shall be binding upon the Parties, and their successors and assigns.

33. **FURTHER ACTS.** The Parties agree to take such further actions and to execute documents as in their reasonable judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this Agreement.

34. **AGREEMENT CONTACT.** The County's initial contact for this Agreement shall be the County Executive. The Cities' initial contact shall be the Mayor of each respective city. The Parties to this Agreement may designate new contacts by providing written notice to all the other Parties.

IN WITNESS WHEREOF, the County and the Cities of Whatcom County have executed this Inter-local Agreement as of the date and year last written below.

ENTERED INTO this ________ day of ____________________, 2015.
WHATCOM COUNTY

Approved as to form:

__________________________
Chief Civil Prosecuting Attorney

Executed this ___________ day of ____________________ , 2015 for WHATCOM COUNTY.

_________________________
Jack Louws, County Executive

STATE OF WASHINGTON )
 ) ss
COUNTY OF WHATCOM )

On this ______ day of ____________ 2015, 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 __________________.
CITY OF BELLINGHAM

________________________________________
Kelli Linville, Mayor

Attest:

________________________________________
Finance Director

Approved as to form:

________________________________________
Office of the City Attorney

STATE OF WASHINGTON   
)     ss
)     ss
COUNTY OF WHATCOM   

On this ______ day of ___________ 2015, before me personally appeared Kelli Linville, to me known to be the Mayor of Bellingham, 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 ______________.
ATTACHMENT ‘A’

CITY OF BLAINE

Harry Robinson, Mayor

Attest:

__________________________
Finance Director

Approved as to form:

__________________________
Office of the City Attorney

STATE OF WASHINGTON }

COUNTY OF WHATCOM } ss

On this _____ day of ___________ 2015, before me personally appeared Harry Robinson, to me known to be the Mayor of Blaine, 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 ______________.
CITY OF EVERSON

__________________________
John Perry, Mayor

Attest:

__________________________
Finance Director

Approved as to form:

__________________________
Office of the City Attorney

STATE OF WASHINGTON  )
 ) ss
 ) ss
COUNTY OF WHATCOM  )

On this _____ day of __________ 2015, before me personally appeared John Perry, to me known to
be the Mayor of Everson, 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 __________.
CITY OF FERNDALE

__________________________
Gary Jensen, Mayor

Attest:

__________________________
Finance Director

Approved as to form:

__________________________
Office of the City Attorney

STATE OF WASHINGTON )
 ) ss
COUNTY OF WHATCOM )

On this _____ day of ___________ 2015, before me personally appeared Gary Jensen, to me known to be the Mayor of Ferndale, 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 ______________.
CITY OF NOOKSACK

__________________________
James Ackerman, Mayor

Attest:

__________________________
Finance Director

Approved as to form:

__________________________
Office of the City Attorney

STATE OF WASHINGTON )
COUNTY OF WHATCOM )

) ss

On this ______ day of __________ 2015, before me personally appeared John Ackerman, to me known to be the Mayor of Nooksack, 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 ____________.
CITY OF SUMAS

Bob Bromley, Mayor

Attest:

____________________________
Finance Director

Approved as to form:

Office of the City Attorney

STATE OF WASHINGTON  
) 
COUNTY OF WHATCOM  
) ss

On this _____ day of __________ 2015, before me personally appeared Bob Bromley, to me known to be the Mayor of Sumas, 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 ________________.
EXHIBIT A

RCW 82.14.450
Sales and use tax for counties and cities.

(1) A county legislative authority may submit an authorizing proposition to the county voters at a primary or general election and, if the proposition is approved by a majority of persons voting, impose a sales and use tax in accordance with the terms of this chapter. The title of each ballot measure must clearly state the purposes for which the proposed sales and use tax will be used. The rate of tax under this section may not exceed three-tenths of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

(2) (a) A city legislative authority may submit an authorizing proposition to the city voters at a primary or general election and, if the proposition is approved by a majority of persons voting, impose a sales and use tax in accordance with the terms of this chapter. The title of each ballot measure must clearly state the purposes for which the proposed sales and use tax will be used. The rate of tax under this subsection may not exceed one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. A city may not begin imposing a tax approved by the voters under this subsection prior to January 1, 2011.

(b) If a county adopts an ordinance or resolution to submit a ballot proposition to the voters to impose the sales and use tax under subsection (1) of this section prior to a city within the county adopting an ordinance or resolution to submit a ballot proposition to the voters to impose the tax under this subsection, the rate of tax by the city under this subsection may not exceed an amount that would cause the total county and city tax rate under this section to exceed three-tenths of one percent. This subsection (2)(b) also applies if the county and city adopt an ordinance or resolution to impose sales and use taxes under this section on the same date.

(c) If the city adopts an ordinance or resolution to submit a ballot proposition to the voters to impose the sales and use tax under this subsection prior to the county in which the city is located, the county must provide a credit against its tax under subsection (1) of this section for the city tax under this subsection to the extent the total county and city tax rate under this section would exceed three-tenths of one percent.

(3) The tax authorized in this section is in addition to any other taxes authorized by law and must be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the county.

(4) The retail sale or use of motor vehicles, and the lease of motor vehicles for up to the first thirty-six months of the lease, are exempt from tax imposed under this section.

(5) One-third of all money received under this section must be used solely for criminal justice purposes, fire protection purposes, or both. For the purposes of this subsection, "criminal justice purposes" has the same meaning as provided in RCW 82.14.340.

(6) Money received by a county under subsection (1) of this section must be shared between the county and the cities as follows: Sixty percent must be retained by the county and forty percent must be distributed on a per capita basis to cities in the county.
(7) Tax proceeds received by a city imposing a tax under this section must be shared between the county and city as follows: Fifteen percent must be distributed to the county and eighty-five percent is retained by the city.

[2010 c 127 § 1; 2009 c 551 § 1; 2007 c 380 § 1; 2003 1st sp.s. c 24 § 2]
EXHIBIT B
COST METHODOLOGIES, FORMULAS, AND SERVICE STANDARDS

1. As set forth in Section 8 of this Agreement, the Parties will be notified by the County by June 30 of each year of the estimated rates and fees to be charged in the next year, and of the formula to be used for the calculations.

   a. All parties to this Agreement will pay the same rates and fees. The final rates and fees will be determined following adoption of the County Budget by the County Council, and will be provided to the parties with the first monthly statement in the New Year.

   b. Per diem rates and fees are determined by the allocation of actual costs to the appropriate program area. Once allocated, all appropriate program revenue will be assigned to each respective program area. The resulting net cost, by program area, will be divided by the estimated daily participation or use of the program to determine the per diem rate. The phrase "per diem rates and fees," as used in this Paragraph 1, includes rates and fees for jail per diem (bed day charges) and all alternative jail programs.

   c. All rates will include a capital replacement charge to fund the replacement of component systems of the New Jail. (Communications, major maintenance expense, HVAC, computers, jail controls, plumbing fixtures, etc.) These replacement funds will be kept separate and distinct and regularly accounted for as the Capital Replacement Account. These replacement account funds will be used to acquire, repair or renovate the jail's component systems.

   d. All services provided to entities not a party to this Agreement will be charged the established per diem rates and fees, a capital replacement charge, plus an additional capital construction charge. The capital construction charge will be separately accounted for and used in the year following their collection, or as soon as practical thereafter to reduce the per diem rates of the parties to this Agreement.

   e. The County will allocate all operating costs, including maintenance, utility, and operating costs of facilities shared between the New Jail and other county divisions, bureaus, or departments on a rational and systematic basis open to audit and public inspection in a manner that recognizes that the city parties are not responsible for costs associated with non-jail activities or services. The costs of shared facilities allocated to any non-jail divisions, bureaus, or departments will be funded by non-jail revenues. Additionally, the County will allocate all operating costs, including site maintenance, utility, and site operating costs related to LaBounty Road non-jail facilities in a manner that recognizes that the city parties are not responsible for costs associated with non-jail maintenance and operations. The site costs allocated to non-jail facilities will be funded by non-jail revenues.

   f. At the same time, annual notice of rates and fees are provided to the parties to this agreement, the County shall provide to the parties a detailed revenue and expense
report that accounts for and supports all the rates and fees charged under this Agreement.

2. **Booking Charge** – A booking fee shall be charged to the Cities and to the County, equally, for each person booked into the jail. The booking charge will also apply when other law enforcement agencies arrest and book persons into the jail on City's charges and/or warrants. Persons booked into the County jail and immediately released will only incur the booking fee. Persons who are booked into the jail and held in the facility will incur both the booking charge and a partial or full day per diem charge. If an offender is being booked on charges from multiple local jurisdictions, the booking fee will be split evenly between those jurisdictions.

3. **Jail Per Diem**– Cities cost per diem for all City prisoners incarcerated in County facilities for gross misdemeanor or misdemeanor offenses will include an initial bed day charge, with each day thereafter broken into quarter day charges, based on a full 24-hour charge or a pro rata amount based on quarter day increments.

4. **Criteria for Assessing Per Diem Charges** – In the event that an inmate is booked on multiple charges, the following procedure will apply to determine charges assessed the Cities:

Cities will be charged per diem on a quarter day basis for persons incarcerated in the County jail on City gross misdemeanor or misdemeanor charges or warrants. Persons incarcerated on felony charges will be the responsibility of the County, except nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to sentencing as provided in RCW 70.48.130. Persons originally incarcerated for a felony level violation that is declined by the County Prosecutor and returned to the City Attorney will be the City's responsibility from the date of booking. Any case originally charged by the Prosecutor as a felony and later plea-bargained or adjudicated to a gross misdemeanor or misdemeanor, shall not require compensation by the City.

If a City charge is concurrent to either Superior Court or another jurisdiction's gross misdemeanor or misdemeanor charge, the City shall be billed the proportionate percentage share of the per diem for the shared incarceration period.

5. **Alternative Jail Programs/Per Diem** - The City will be charged for Alternative Jail Programs as follows:

a. If an offender participating in Whatcom County's Work Release Program the parties will be charged a per diem rate per bed day for work release inmates. Billing to the City for these participants will be based on a per diem rate set annually. Any funds collected from the offender will be credited to the cost to the City.
b. If an offender qualifies for **Electronic Home Detention**, billing to the City for these participating offenders will be based on a per diem rate set annually. Any funds collected from the offender will be credited to the City.

c. If an offender is participating in the **Out of Custody Work Crew Program**, billing to the City for these participants will be based on a per diem rate set annually. If the County bills the offenders for participating in this program, the funds collected from the offender will be credited to the City.

d. If an offender is participating in the **In Custody Work Crew Program**, billing to the City for these participants will be based on a per diem rate set annually. If the County bills the offenders for participating in this program, the funds collected from the offender will be credited to the City.

e. All participants must first be authorized by the sentencing judge to apply for alternative jail programs, and the Sheriff or designee must approve the terms and conditions of the program participation.

f. If a City charge is concurrent to either Superior Court or another jurisdiction's gross misdemeanor or misdemeanor charge, the City shall be billed the proportionate percentage share of the current year per diem for the shared incarceration period.

6. **Service Standards**—The County agrees to furnish its facilities and personnel for confinement of City offenders and other services described in this Agreement in the same manner and to the same extent as the County furnishes for the confinement of its own gross misdemeanor or misdemeanor offenders, provided that the County shall meet or exceed all legal requirements.

7. **Operational Control** - Each City acknowledges the County's operational control of the jail and alternate jail programs, and each agrees that City offenders committed to the Whatcom County Jail and alternative jail programs will be subject to the same lawful rules and regulations required of other offenders incarcerated therein.

8. **Health Care** - The County shall be responsible for providing routine health care. Such health care will include those health care services routinely delivered at normal cost by County staff, contracted practitioners, or nursing staff, and delivered within the facility. The County is not responsible for services delivered to City offenders outside of the facility, or for non-routine services provided by outside medical practitioners within the facility. Payment for emergency, exceptional or non-routine necessary health care for City gross misdemeanor or misdemeanor offenders shall be made by the City upon written invoice by the County or upon such other terms as City and the County may agree in writing. The County will additionally bill the City for pre-sentence felony offenders, held on the City's case, who incur emergency, exceptional or non-routine necessary medical costs, as set forth in RCW 70.48.130. The County shall notify the City, as soon as reasonably possible, when the County becomes aware that an inmate being held on the City's charges or awaiting sentencing is in need of emergency, exceptional or non-routine necessary medical care, and work with the City to investigate the possibility of release from custody. The final decision to release a pre-trial City felon will rest with the County
Prosecutor and/or Superior Court Judge. Additionally, the County agrees to utilize all existing agreements with medical practitioners and organizations to mitigate any medical costs, to make its best efforts to negotiate additional favorable agreements, and seek out any and all eligible third party reimbursement for medical costs (including health or auto insurance, DSHS/Medicaid, and/or the State of Washington), in the same manner and to the same extent at the County does for offenders held on its own charges and prior to billing the City. No third party beneficiary contract or contract of insurance is intended by this contract. Non-routine necessary health care shall include all practitioner-ordered health care or medical services delivered to City offenders outside of the facility, specialized care provided by non-contract health care providers in or out of the facility, and emergency treatment, including EMS and the local Hospital Emergency Department.
**CLEARANCES**

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| Division Head: | |
| Dept. Head: | D |
| Prosecutor: | 05/05/15 |
| Purchasing/Budget: | |
| Executive: | 05/05/15 |

**TITLE OF DOCUMENT:** Resolution Authorizing a ballot proposition to be submitted to the qualified voters of the county.

**ATTACHMENTS:** Memo
Resolution

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

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

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

Executive Louws respectfully requests Council approval that a ballot proposition be submitted to the qualified voters of the county to authorize County Council to fix and impose a local sales and use tax of two tenths of one percent to provide funding for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, re-equipping, and improvement of jail facilities, and other public safety purposes, subject to the approval of the 2015 Jail Facility Use Agreement by the County Council and all of the cities 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.
MEMO:

TO: Whatcom County Council

DATE: May 5, 2015

FROM: Jack Louws, County Executive

RE: Resolution to enter into Jail Facility Use Agreement that includes the commitment for a Criminal Justice Diversion Task Force, Resolution authorizing the establishing of a Criminal Justice Diversion Task Force and a Resolution to submit a ballot proposition to qualified voters of the County.

Background and Purpose:

1) Over the last few weeks my leadership team and I have responded to several critical questions regarding the progress of the new jail facility use agreement. Specifically, those questions have centered on our efforts to provide jail and hospital diversion programs and the expansion of a crisis triage facility. As the discussion with the Whatcom council continues, five of the small cities have approved the Jail Facility Use Agreement while Bellingham and Ferndale are awaiting action by the Whatcom Council on the agreement prior to approving the agreement.

2) A resolution to establish a Criminal Justice Diversion Task Force was developed in partnership with the Whatcom County Council Chair, Human Services Manager, and the Sheriff. The Criminal Justice Diversion Task Force will provide recommendations, oversight, and specific timeframes on the construction and operation of a new or expanded multi-purpose crisis triage facility to assist with jail and hospital diversion, and new development or enhancement of programs designed along a continuum that effectively reduce criminal justice involvement for individuals struggling with mental illness and chemical dependency.

3) The resolution to authorize the proposed ballot measure allows for submission to the qualified voters of the county, a proposition authorizing a local sales and use tax of two tenths of one percent for the purpose of providing funds for the construction of a new jail and its operations.
Requested Action:
Seeking Council approval of the three (3) resolutions developed for the provision of a new Whatcom County Jail and commitment to criminal justice diversion programs:

1. Resolution to authorize County Executive to enter into Jail Facility Use Agreement that includes a commitment to establish a Criminal Justice Diversion Task Force.
2. Resolution authorizing the establishment of a Criminal Justice Diversion Task Force
3. Resolution authorizing the ballot proposition for a sales and use tax, subject to approval of the Jail Facility Use Agreement by all cities.

I thank you in advance for your consideration of this important work completed to establish funding for the new regional jail.
Resolution 2015-__________

PROVIDING FOR SUBMISSION TO THE QUALIFIED VOTERS OF THE COUNTY A PROPOSITION AUTHORIZING A LOCAL SALES AND USE TAX OF TWO TENTHS OF ONE PERCENT FOR THE PURPOSE OF PROVIDING FUNDS FOR COSTS ASSOCIATED WITH FINANCING, DESIGNING, ACQUIRING, CONSTRUCTING, EQUIPPING, OPERATING, MAINTAINING, REMODELING, REPAIRING, RE-EQUIPPING, AND IMPROVEMENT OF JAIL FACILITIES AND OTHER PUBLIC SAFETY PURPOSES

WHEREAS, ensuring the protection and safety of the residents of Whatcom County is an essential priority; and

WHEREAS, the Whatcom County Council has determined that the present county-wide jail facilities on Prospect Street and an interim jail on Division Street in Bellingham, which are owned, operated and maintained by Whatcom County, do not meet existing and future County and cities' inmate incarceration needs; and

WHEREAS, the health, welfare and safety of the residents and businesses of Whatcom County necessitate that the County provide additional jail facilities; and

WHEREAS, the health and safety of jail inmates and the safety of the County jail staff necessitate that the County provide consolidated new jail facilities; and

WHEREAS, the Whatcom County Jail Planning Task Force, the County Sheriff and the County Executive have collectively submitted a recommended plan for the building and operation of a new County jail located on LaBounty Road in Ferndale; and

WHEREAS, in order to provide funding for costs associated with financing, designing, acquiring, constructing, equipping, operating, maintaining, remodeling, repairing, re-equipping and improvement of jail facilities, both new and limited inmate holding facilities at the county courthouse, it is deemed necessary and advisable for Whatcom County to impose an additional local sales and use tax of two tenths of one percent (0.2% = 20 cents for every $100) as authorized by RCW 82.14.450; and

WHEREAS, all cities of Whatcom County have jointly agreed to long-term agreements with the County to share in the costs of the construction and ongoing operating costs of a new jail and jail related facilities that serves the future needs of their city and county inmates with the proceeds of a sales and use tax; and
WHEREAS, based on these long term agreements with Whatcom County and following passage of a voter-approved proposition for a sales and use tax, the County will issue general obligation bonds for the construction costs of the new jail; and

WHEREAS, the life of the Bonds will be no more than 30 years and upon the full repayment of the Bonds the Cities and County have agreed that collection of one half of the two tenths of one percent of the sales and use tax shall expire;

NOW, THEREFORE, BE IT RESOLVED that a ballot proposition shall be submitted to the qualified voters of the County pursuant to RCW 82.14.450 to authorize the County Council to fix and impose a local sales and use tax of two tenths of one percent (0.2% -- 20 cents for every $100) to provide funding for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, re-equipping, and improvement of jail facilities, and other public safety purposes, subject to the approval of the 2015 Jail Facility Use Agreement by the County Council and all of the cities in Whatcom County.

BE IT FURTHER RESOLVED, that the County Executive is hereby authorized and requested to initiate the appropriate action necessary to ensure a proposition in substantially the following form, to be submitted to the voters of Whatcom County:

WHATCOM COUNTY, WASHINGTON

PROPOSITION NUMBER __________

JAIL FACILITIES SALES AND USE TAX

The Whatcom County Council passed Resolution __________ concerning a proposition to authorize a sales and use tax for jail facilities. This ballot proposition would authorize the imposition of a sales and use tax of two tenths of one percent (20 cents for every $100) to be used solely for costs associated with constructing and operating jail facilities to house inmates held, charged, or convicted of misdemeanor and felony acts, and for other public safety purposes, as authorized by RCW 82.14.450. Half of this tax (10 cents for every $100) would expire upon repayment of bonds issued to finance the jail facilities, in any event not later than 30 years after issuance. Should this proposition be:

________ Approved

________ Rejected

BE IT NOW FINALLY RESOLVED, that the County Auditor shall cause notice of the proposed proposition to be published in accordance with the state constitution and general law, and shall place the proposed proposition upon the ballot of the county wide general election held on November 3, 2015.
ADOPTED this _____ day of ______________, 2015

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

__________________________  ____________________________
Dana Brown-Davis,          Carl Weimer,
Clerk of the Council        Council Chair

APPROVED AS TO FORM:

__________________________  ____________________________
Daniel L. Gibson            Jack Louws, County Executive
Chief Civil Deputy Prosecutor

Date
Interlocal Agreement between City of Bellingham and Whatcom County for the division of EMS assets and liabilities.

Executive Louws respectfully requests Council approval of the interlocal agreement between the City of Bellingham and Whatcom County for the division of EMS and liabilities resulting from the 2014 system transition.
MEMO:

TO: Whatcom County Council

DATE: May 1, 2015

FROM: Tawni Helms, Administrative Coordinator

RE: EMS Interlocal Agreement for Division of Assets

Background and Purpose:
In December of 2010, a three year notice to terminate the 2006 Interlocal Cooperation Agreement for Emergency Medical Services between the City of Bellingham (City) and Whatcom County (County) was introduced. An alternative contract structure was then initiated and made effective in 2014. Contracts for Advanced Life Support (ALS) services within the City and outside the City were negotiated between the City of Bellingham (Bellingham Fire Department) and Fire Protection District #7.

As envisioned in the 2006 Interlocal, upon the termination, the Parties were to agree to equally divide and distribute the assets and liabilities which were acquired under said agreement. The County and the City have determined that the division of assets and liabilities, distributions, and transfers contemplated in this agreement constitute an exchange of true and full value as required by RCW 43.09.210.

The assets and liabilities of the Medic One operation as of December 31, 2013 were held by the city but both the city and county maintained a 50% interest in such assets and liabilities. For the past several months, County and City staff have met and negotiated a fair and equitable division of assets and liabilities. The assets (and the method for valuation) include cash and investments (based on audited financial statements); accounts receivable and accounts payable (based on audited financial statements); personal property (based on net book value); apparatus (based on appraisal); and real property (based on appraisal). The division is detailed in Exhibit A of the Interlocal Agreement for Division of Assets and is summarized as follows:

- The Final Division/Allocation for the County and City is: $903,430.97 each.
- The County will receive accounts receivable balances valued at $425,353.00
- The County will receive real and personal property valued at $114,652.67
- The City will make an equalizing payment to the County in the amount of $363,425.30
• The City will keep cash and investments valued at $500,856.70, but will make an equalizing payment to the County as noted below.
• The City will keep real and personal property valued at $534,555.26
• The City is responsible for accounts payable in the amount of $131,981.00

Requested Action:
The County Executive is seeking Council approval to enter into this asset settlement agreement which allows for the equitable distribution of assets and liabilities acquired through the EMS Fund and approval to place the collection of any receivables and cash payment from the City of Bellingham for our assets into the countywide Emergency Medical Services Fund (130).
Interlocal Agreement Between
City of Bellingham and Whatcom County

Regarding Division of Whatcom Medic One Assets and Liabilities

This Agreement Regarding Disposition of Assets and Liabilities (the “Agreement”) is made and entered by and between the City of Bellingham (the “City”) and Whatcom County, Washington (the “County”) (collectively referred to as "the Parties") for the disposition of Whatcom Medic One assets and liabilities following a notice of termination of the 2006 Interlocal.

Whereas, the County provided notice in December 2010 of its intent to terminate the Interlocal Cooperation Agreement for Emergency Medical Services between the City of Bellingham and Whatcom County executed in December 2006 ("2006 Interlocal");

Whereas, the County has decided to implement an alternative contract structure under which the City will provide Advanced Life Support ("ALS") services within the City and outside of the City;

Whereas, the County and City have negotiated an interlocal agreement under which the City will provide such ALS services;

Whereas, the 2006 Interlocal provided that:

In the event that the City no longer contracts with the County for the provision of emergency medical services, the parties shall cause a final accounting to be made, taking into account existing funds, property, outstanding accounts receivable and other liabilities; that all equipment and other property shall be appraised and assigned a value; and that the net assets and liabilities of Medic One shall then be divided equally between the parties, unless otherwise agreed to by the Joint Board;

and

Whereas, the former Joint Board has agreed to a division of assets and liabilities as provided below to distribute assets and liabilities equitably and in a manner that supports the structure for the provision of county-wide ALS service as established by the County; and

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

As envisioned in the 2006 Interlocal, the Parties agree to equally divide and distribute the assets and liabilities, which were acquired under the 2006 Interlocal and predecessor agreements, as set forth below and in the exhibits to this Agreement,
which are incorporated herein by reference. The Whatcom Medic One Asset Distribution Table, Exhibit A, sets forth the agreed values, charges, and credits in order to account for the agreed distribution of assets. The County and City have determined that the division of assets and liabilities, distributions, and transfers contemplated in this Agreement constitute an exchange of true and full value as required by RCW 43.09.210.

A. **Cash, Cash Equivalents, and Investments.**

The amounts of cash, cash equivalents, and investments, as of December 31, 2013, are those amounts reported in the City's audited Comprehensive Annual Financial Report for the fiscal year ended December 31, 2013. Whatcom Medic One cash, cash equivalents, and investments shall be distributed as set forth in Section I of Exhibit A, the amount of distribution to the City being the amount designated under "Distribution" in Exhibit A. Notwithstanding the foregoing, the City will be required to make a payment to the County as an equalizing payment as set forth in Section G of this Agreement and as set forth as the "Final equalizing payment the City owes the County" in Section VII of Exhibit A.

B. **Accounts Receivable and Accounts Payable.**

The balances of accounts receivable and accounts payable in Section II of Exhibit A are those balances reported in the City's audited Comprehensive Annual Financial Report (CAFR) for the fiscal year ended December 31, 2013. The audited accounts receivable balances taken from the CAFR have been adjusted down by the estimated allowance for doubtful accounts. Section III of Exhibit A also includes the value of the accounts receivable balances turned over to AllianceOne, a collection agency which collects accounts on the City's behalf ("Collection Agency Accounts"). The value assigned to Collection Agency accounts as shown on Exhibit A is based on a historical analysis indicating that the City typically receives a 1.5% return on Collection Agency Accounts. As shown in Exhibit A, all actual funds received based on such accounts receivable, including those reflected on the CAFR at year end and Collection Accounts, will all be paid to the County by the City. The City and County recognize that the amount actually received as revenue by the City and paid to the County may be more or less than the value set forth in Exhibit A depending on actual collections. The City will be responsible for payment of all accounts payable for those expenses accrued by Whatcom Medic One as of December 31, 2013, up to the amount set forth in Section II of Exhibit A as "AP balance outstanding and accrued wages and payables."

C. **Personal Property -- Capital.**

1. The Parties acknowledge that the list of items in Section IV(a) of Exhibit A identifies the personal property acquired as Whatcom Medic One property and held by
Whatcom Medic One as of December 31, 2013 ("Personal Property"). For purposes of Subsections C.1-2 of this Agreement, the term "personal property" does not include the double wide manufactured home located at 1886 Grandview Road, addressed in Section D of this Agreement or the improvements located at Smith Road, addressed in Section E of this Agreement.

2. Full ownership of all Personal Property, with the exception of the personal property identified below in Subsection C.3., shall be transferred to the City. The parties agree to the values assigned to Personal Property as set forth in Exhibit A.

3. Full ownership of the ambulance apparatus identified in Exhibit A as the 2007 Ford E450 Ambulance #4508 VIN 1FDXE45P57DA55152 ("Ambulance #4508") shall be transferred to the County equipped with the items listed in Exhibit B. Ambulance #4508 including such equipment is hereby valued at $10,000 based on an estimate of value from Braun Northwest, Inc. Ambulance #4508 will also include the following two items of capital property as standard operating equipment which are valued separately at the amount set forth in Exhibit A: (1) LifePak 15 Defibrillator, Asset ID #1136 and (2) Hydraulic Rescue Unit, Asset ID #97289.

D. **Grandview Manufactured Home.**

Whatcom Medic One assets include a 2003 double-wide manufactured home located at 1886 Grandview Road, Ferndale, WA, 98248 ("Grandview Road Facility"). The Grandview Road Facility is hereby valued at $87,000 based on an appraisal dated December 2, 2013. Full ownership of the Grandview Road Facility shall be transferred to the County, in as-is condition, under a standard, industry recognized conveyance document as necessary to carry out the intent of this Agreement. To the extent the Grandview Road Facility is legally categorized as personal property, this Agreement shall serve as a valid and binding Bill of Sale for such facility.

E. **Smith Road Property.**

Whatcom Medic One assets include the Smith Road Medic Station located at 858 East Smith Road, Bellingham, WA, 98226 (including fee interest) ("Smith Road Station"). The Smith Road Station is hereby valued at $323,900 based on an appraisal dated December 2, 2013. Full ownership of the Smith Road Station shall be transferred to the City, in as-is condition, under a standard, industry recognized conveyance document as necessary to carry out the intent of this Agreement.

F. **Third Party Claims and Expenses and Dispatch Fees.**

1. As set forth in the 2006 Interlocal, any contingent legal liability based on claims by a third party arising prior to January 1, 2014, or based on an occurrence prior to January
1, 2014, that falls within the insurance deductible, exceeds the limits of Medic One Liability Insurance, or is outside the scope of such insurance will be shared equally by the City and the County ("Contingent Legal Liability"). The phrase "Medic One Liability Insurance," as used in this Subsection, has the same meaning as set forth in the 2006 Interlocal. The County shall indemnify the City and pay its equal share of Contingent Legal Liability for the purpose of effectuating the intent of this Subsection F.

2. The City represents that to the best of its knowledge, all expenses accrued by Whatcom Medic One prior to January 1, 2014, have been paid or accounted for in the accounts payable line in Exhibit A. However, to the extent any additional expense has not been paid and the City has paid the full amount of the AP balance set forth in Exhibit A ($131,981) the County shall indemnify the City and pay to the City its 50% share of such additional expense following notice to the County that the City has paid such additional expense.

3. The Parties acknowledge that Whatcom Medic One served as the pass through for dispatch fees for BLS service. Any fees received by Whatcom Medic One from BLS service providers for fees incurred prior to January 1, 2014 will be distributed to the City and the County in equal amounts. These fees are not reflected in Exhibit A.

G. Equalizing Amount to be paid by City to County.

In consideration of the distributions and transfers set forth above and in Exhibit A, the City shall pay to the County the amount of $363,425.30 in order to equalize the division and distribution of assets and liabilities.

H. Further Documents and Action.

Following execution of this Agreement, the parties shall, at the request of the other party, and without further consideration, execute and deliver such other documents and take such other actions as may be reasonably required to carry out the distributions and transfers contemplated by this Agreement, including but not limited to property conveyance documents.

I. Effective Date and Duration of Agreement.

This Agreement shall be effective only upon its execution and only following an affirmative vote of both the City Council and the County Council approving this Agreement, which affirmative vote shall represent full consideration and satisfaction of all applicable rules and code provisions regarding the disposition of public property. This Agreement shall remain in effect until the obligations and terms set forth above are satisfied.
EXECUTED this ____ day of ________________, 2015, for the CITY OF BELLINGHAM:

By: __________________________
Kelli Linville, Mayor

Attest:

______________________________
Finance Director

Approved as to form:              Departmental Approval:

______________________________
Office of the City Attorney

EXECUTED for WHATCOM COUNTY, this ____ day of __________, 2015.

By: __________________________
Jack Louws, County Executive

Approved as to Form:

______________________________
Daniel L. Gibson, Chief Civil Deputy
Prosecuting Attorney For Whatcom County
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Exhibit A: Whatcom Med One Asset Distribution Table
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City of Bellingham

Notes:
- The data provided is not comprehensive or up-to-date. The City and County agreed to use the current data as a sample of assessing a value to these assets.
- The values above reflect the net book value as reported in the most recent annual expenses report (CARRF) as of 12/31/2020.

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Notes:
- The data provided is not comprehensive or up-to-date. The City and County agreed to use the current data as a sample of assessing a value to these assets.
- The values above reflect the net book value as reported in the most recent annual expenses report (CARRF) as of 12/31/2020.
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Note: Depreciation calculations are based on a straight-line method over the estimated useful life of the asset.
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Year</th>
<th>Value</th>
<th>Life Service Date</th>
<th>Acquisition Cost</th>
<th>Disposal Date</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bellingham</td>
<td>57</td>
<td>7/00</td>
<td>322.99</td>
<td>2002/06/19</td>
<td>69002/06/19</td>
<td>7/00</td>
<td>Notes</td>
</tr>
<tr>
<td>City of Bellingham</td>
<td>57</td>
<td>7/00</td>
<td>322.99</td>
<td>2000/06/19</td>
<td>69002/06/19</td>
<td>7/00</td>
<td>Notes</td>
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<td>City of Bellingham</td>
<td>57</td>
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<tr>
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<td>2000/06/19</td>
<td>69002/06/19</td>
<td>7/00</td>
<td>Notes</td>
</tr>
</tbody>
</table>
### Final Division/Allocation

<table>
<thead>
<tr>
<th>Final Adjusting Payment</th>
<th>City of Belmont</th>
<th>Wyandot County</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 503,450.75</td>
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<td></td>
</tr>
<tr>
<td>$ 430,450.75</td>
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</table>

#### VI. Reconciliation

<table>
<thead>
<tr>
<th></th>
<th>City of Belmont</th>
<th>Wyandot County</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 765,950.57</td>
<td></td>
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</tr>
<tr>
<td>$ 725,335.00</td>
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</table>

#### VII. Total

<table>
<thead>
<tr>
<th></th>
<th>City of Belmont</th>
<th>Wyandot County</th>
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</thead>
<tbody>
<tr>
<td>$ 652,850.57</td>
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<td></td>
</tr>
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</table>

### Special Sections

<table>
<thead>
<tr>
<th>Special Section</th>
<th>City of Belmont</th>
<th>Wyandot County</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 323,900.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes

- **Value** in Sections V, VI, and VII represent average between single comparison appraisals and cost approach in Real Estate Appraisal Reports for the property.
- **Acquisition Date** and **Life in Service** refer to the acquisition date and life in service of the property.
Award of bid to the Bellingham Herald for Whatcom County’s Official Newspaper and authorize executive to sign the three year contract with the Bellingham Herald as Whatcom County’s Official Newspaper

**ATTACHMENTS:**

**SUMMARY STATEMENT:**
Authorize the County Executive to sign the contract with the Bellingham Herald for three years beginning July 1, 2015 and ending June 30, 2018, all dates inclusive, for 21 free newspapers to Whatcom County and in consideration for the services provided, the county agrees to reimburse the Herald for printing services in the amount of $11.34 for a single column, per column one-inch first insertion and $10.50 per column inch for the second and all subsequent insertions in 7 pt type, 10 lines to an inch, .925” column width.
MEMORANDUM

To: Jack Louws, County Executive
From: Debbie Adelstein, County Auditor
Re: Official Printing Services Agreement
Date: April 16, 2015

Enclosed are two (2) originals of the Official Printing Services Agreement between The Bellingham Herald and Whatcom County. Also enclosed is an Agenda Bill, approval from Finance of The Bellingham Herald as a single source and information from The Bellingham Herald containing their pricing plan. Please forward these documents to the County Council for the May 12, 2015 meeting.

• Background and Purpose
The Bellingham Herald prints Whatcom County publications of every kind and nature that the County, as a municipal body, may be required by the laws of Washington State to have published in the County’s Official Newspaper. Since the Bellingham Herald is the only daily publication paper in the county, the AS-Finance Manager has designated the paper as a sole source for this service.

• Funding Amount and Source
Departmental Budgets

• Differences from Previous Contract
This contract is being submitted as a 3-year term rather than annual renewals since it is a sole source and there are no other potential providers. We have also provided that either party can discontinue the contract or recommend any change to the contract by giving 90 days’ notice to the other party and a signed amendment required.

Please contact Debbie Adelstein at extension 57474, if you have any questions or concerns regarding the terms of this agreement.

Enclosures
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Auditor  
**Contract Administrator:** Debbie Adelstein  
**Contractor's / Agency Name:** Bellingham Herald

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

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

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

**Is this contract the result of a RFP or Bid process?**  
Yes ___ No __ X  
If yes, RFP and Bid number(s) ____________________________

**Contract Amount:** (sum of orig contract amt and any prior amendments)  
$ 11.34 for a single column inch for first insertion; $10.50 per column inch for second and all subsequent insertions  
This Amendment Amount: ____________________________

**Total Amended Amount:** ____________________________

**Scope of Services**  
The Herald agrees to print and the County agrees to submit all of the publications of the County of every kind and nature whatsoever that said County as a municipal body may be required by the laws of Washington State to have published in its official newspaper. Beginning July 1, 2015 and ending June 30, 2018, all dates inclusive, The Herald will provide for 21 free newspapers to Whatcom County and in consideration for the services provided, the county agrees to reimburse the Herald for printing services in the amount of $11.34 for a single column, one-inch insertion and $10.50 for the second and subsequent insertions in 7 pt type, 10.50 lines to an inch, .925" column width.

**Term of Contract:** 3 years  
**Expiration Date:** June 30, 2018

---

**Contract Routing Steps & Signoff:**  
<table>
<thead>
<tr>
<th>Step</th>
<th>Signoff</th>
<th>Date</th>
<th>Indication of Date Transmitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td>[initial]</td>
<td>4/14/15</td>
<td>[electronic]</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td>[initial]</td>
<td>4/14/15</td>
<td>[electronic]</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>[initial]</td>
<td>4/14/15</td>
<td>[electronic]</td>
</tr>
<tr>
<td>4. IT reviewed if IT related:</td>
<td></td>
<td>4/14/15</td>
<td>[electronic]</td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
<td>4/14/15</td>
<td>[electronic]</td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td>[initial]</td>
<td></td>
<td>[summary via electronic; hardcopies]</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
<td>4/14/15</td>
<td></td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>4/14/15</td>
<td></td>
</tr>
<tr>
<td>9. Reviewed by DCA:</td>
<td></td>
<td>4/14/15</td>
<td></td>
</tr>
<tr>
<td>10. Council approved (if necessary):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Executive signed:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Contractor Original</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Returned to dept:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. County Original</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

This form may need to expand to more than one page.
THIS AGREEMENT is between Whatcom County, a municipal corporation, hereinafter referred to as the COUNTY, and The Bellingham Herald, a division of Federated Publications, a Delaware Corporation, hereinafter referred to as the HERALD, for the purpose of providing printing services as the official newspaper of Whatcom County, Washington.

WITNESSETH:

WHEREAS, RCW Chapter 36.72 requires all county officers to cause all legal notices and delinquent tax lists to be advertised in the official county newspaper designated by the county legislative authority; and,

WHEREAS, the aforesaid chapter requires the county legislative authority to let a contract to a legal newspaper to serve as the official county newspaper; and

WHEREAS, the Bellingham Herald is the only daily newspaper in Whatcom County and has been designated as a sole source provider of this service; and

WHEREAS, the County desires to let the contract for the term of THREE (3) years;

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD that for the purpose of providing printing services as the official newspaper within the County for the term hereinafter set out, the County and the Herald agree to the terms and conditions incorporated herein.

The Bellingham Herald, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

| General Conditions, pp. 1 to 8 |
| Exhibit A (Scope of Work), pp. 9 to 9 |
| Exhibit B (Compensation), pp. 9 to 9 |
| Exhibit C (Certificate of Insurance) |

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

The term of this Agreement shall commence on the 1st day of July, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, to and including the 30th day of June, 2018.

The general purpose or objective of this Agreement is to: provide printing services as the official county newspaper of Whatcom County, Washington, 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 $ N/A .

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 ______________, 2015.
CONTRACTOR:
The Bellingham Herald

Mark Owings, Publisher

STATE OF WASHINGTON )
COUNTY OF Whatcom ) ss.

On this 11th day of April, 2015, before me personally appeared Mark Owings to me known to be the Publisher (title) of The Bellingham Herald (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Karen Gerhardt
NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham. My commission expires 6/11/16.

WHATCOM COUNTY:
Recommended for Approval:

Debbie Adelstein, Whatcom County Auditor

Approved as to form:
Prosecuting Attorney

Approved:
Accepted for Whatcom County:

By: ________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this ______ day of __________, 2015, 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:

The Bellingham Herald

Mark Owings, Publisher

Karen Gebhardt
Contract Administrator

Address:
1155 N. State Street
Bellingham WA 98225

Mailing Address:
P. O. Box 1277
Bellingham WA 98227-1277

Contact Name: Karen Gebhardt

Contact Phone: 360-676-2660

Contact FAX: 360-756-2819

Contact Email: legals@bellinghamherald.com
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:
Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties. Because this contract is based on the fact that the Contractor is a sole source provider and there is no need to have the contract limited to one year only, this contract term is for three years.

10.2 Extension: The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to three years at a time.

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

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience: Not Applicable

11.4 Termination (Other): Any other termination may be made upon request of either party by giving 90 days’ notice. Changes shall be executed by mutual written agreement.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Orders from the County will be accompanied by a purchase order number and a customer account number. The Bellingham Herald shall submit written claims for reimbursement for services provided on a monthly basis directly to the County department which ordered the publication. All billings (invoices) shall include the purchase order number and the customer account number. All payments shall be based upon services provided unless otherwise approved in writing by the County. Each request for payment shall be submitted and supported by documentation of the services actually performed, in the form of an electronic tearsheet, e-mailed daily, at no charge. Affidavits can be purchased at a cost of $25 per affidavit.

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 applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor’s performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor’s failure to pay
taxes on compensation earned pursuant to this Agreement.

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable
32.1 **Confidentiality:** Not Applicable

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

34.1 **Proof of Insurance:**
The Bellingham Herald, prior to commencement of this agreement, hereby agrees to file a bond in the principal sum of $10,000 to faithfully and accurately perform the requirements of this agreement.

34.2 **Industrial Insurance Waiver:** Not Applicable

34.3 **Defense & Indemnity Agreement:**
The Herald shall protect, defend, hold harmless and indemnify the County from and against all claims, suits, actions and judgments arising from negligent acts or omissions of the Herald or approved subcontractors, and the agents or employees of either in the performance of this Agreement. In the event the County is required to institute legal action and/or to participate in legal action to enforce this clause, the Contractor agrees to pay the County’s legal fees, costs and disbursement incurred.

This Agreement cannot be invalidated for typographical errors, incorrect insertions or omission in advertising published. The Herald is in no way responsible for errors in copy furnished by the County. If errors caused by the Herald occur in advertisements which are not proofed by the County, the Herald will, at the County’s election make an adjustment in charges for the advertisement or will republish the advertisement in the next available issue. If republication is required, the entire ad will be republished. If the County requires a proof for checking before publication, any errors must be brought to the attention of the Herald no later than 6 p.m. the day prior to publication.

For ads to run on either Saturday or Sunday, the proof must be returned by 6 p.m. on the Friday preceding the weekend. In the event errors are found after first publication, the County will notify the Herald of errors in time for correction before the second insertion, for advertisements that must have two insertions. The County agrees to furnish all advertising copy, complete to the Herald by the deadline schedule as now or hereafter established by mutual agreement of the Herald and the County; and in case of copy furnished after such hour and accepted by the Herald, to waive the right to have proof submitted and to assume responsibility for all errors in such late copy. The County agrees to assume responsibility for all errors in copy proof read by the County where the advertisement printed corresponds to the returned proof. A composition charge will be made when the County cancels any advertisement that has been set for publication.

The County agrees to indemnify, defend and hold the Herald, any approved subcontractors and assigns and their respective affiliates, agents, employees and officers, harmless from and against all actions, suits, proceedings, judgments, demands or claims (whether valid or invalid), liabilities, losses or expenses whatsoever (including reasonable attorneys’ fees) arising out of or in connection with the publication of the County’s advertising to the extent the same is not due to the Herald’s negligence in view of the duties of the parties set forth herein.

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

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

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest: Not Applicable

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

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Auditor and 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:

Debbie Adelstein, Whatcom County Auditor
311 Grand Avenue, Suite 103
Bellingham WA 98225

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

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

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

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

d. Arbitration: Not Applicable

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

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

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

Services

The Herald agrees to print and the County agrees to submit all of the publications of the County of every kind and nature whatsoever that said County as a municipal body may be required by the laws of Washington State to have published in its official newspaper, except when publications are required by law to be published in both the official newspaper of the County and in one or more other newspapers of general circulation. The publication of any such notices made in the official newspaper shall be made at the rate hereinafter specified.

Publications for which said rate is provided are to include: All summons and suits to which the County, or any of its officials are parties; all legal notices, tax lists, tax sales, Sheriff's sales, estate notices, sales of County property, calls for bids, notices of nominations, notices of election including primary, general and special elections, and all other matters of every kind and nature whatsoever, as may legally and properly devolve upon the County to have published, or which its officials may desire or be required by law in their official capacity to publish in the official newspaper.

All publications called for under this Agreement shall be printed in the classified sections of the Herald, set in a concise block which will be easy to read and locate in the paper.

Distribution of Newspapers

The Herald hereby agrees to furnish twenty-one (21) copies of each issue of each publication to Whatcom County, at no cost, eighteen (18) which shall be delivered in a timely manner (prior to 7:00 a.m. on the day of publication) to the Whatcom County Courthouse, 311 Grand Avenue, Bellingham and deposited in the designated newspaper depository except on a Saturday, Sunday or Holiday, the papers will be delivered prior to 7:00 a.m. to the Juvenile Detention Sally Port. The copies will be distributed by Information Services Records to the following departments: Administrative Services, Assessor, Auditor, Superior Court Clerk, Council, Division of Emergency Management, Executive, Facilities Management, Hearing Examiner, Human Resources, Information Services, Prosecutor, Public Defender, Purchasing, Sheriff, Treasurer, and two (2) copies to Public Works. Two (2) copies will be distributed to the County offices located at the Northwest Annex, 5280 Northwest Road, Bellingham for the Planning and Development Services and the Engineering Department of Public Works. The remaining one (1) copy will be distributed to the County Parks Department office located at 3373 Mt. Baker Highway, Bellingham. An additional delivery fee may be charged by the Herald to cover delivery charges for newspapers delivered to locations other than the courthouse.

EXHIBIT "B"
(COMPENSATION)

Consideration

In consideration for the services provided, the County agrees to reimburse the Herald for printing services in the amount of $11.34 for a single column, per column one-inch first insertion, and $10.50 per column inch for the second and all subsequent insertions, in 7 point type, 10 lines to the inch, .925" column width. Deadline for submittal of copy by the County to the Herald shall be no later than 12:00 p.m. two days prior to desired date of publication for legal copy (by fax, e-mail or by mail). Changes in consideration may be proposed by giving notice to the other party of ninety (90) days. Changes shall be executed by mutual written agreement.
Verification Certificate

This is to certify that Bond No. 83BSBDY4355

issuing this certificate, dated July 1, 2014

in the amount of Ten Thousand

Dollars $10,000.00

on behalf of The Bellingham Herald

and in favor of Whatcom County

covers an indefinite term which began on July 1, 2014

and ends with the cancellation of

described bond; that said bond is now in full force and effect and will continue in full force and effect until cancelled.

ANNIVERSARY PREMIUM PERIOD: July 1, 2014 - July 1, 2015

Signed, Sealed, and Dated April 2, 2014

Attest or Witness

Surety

Hartford Fire Insurance Company

By: (Seal)

Joelle L LaPierre, Attorney in fact

CC:

CC:
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

[Check the appropriate boxes]

☐ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,

up to the amount of UNLIMITED

JOELLE L. LAFERRERE, TERUKO REINERTSEN, VL. WHEELER, SUZAN TURNER, GLORIA DIAZ, SANDI SMITH, SUANNE COX, LISA E. BARRONS, SALLY P. GALLAND, FRANTZ GEBARA, JULIO DELVALLE, KATHLEEN ADAMS, EMILY OLAN, GEOFFREY RAMPSAD, SHELBY WIGGINS, NANCY DUDLEY, EUGENE HERRERA, CHRISTINA HEATLEY, LORI S. DAMRON, SLOBODANKA BILIC, SHARI RUFF, TANYA RIOS, SHANTA MAHADEO, AMY JO MILLER, ALPAA D. LAUREANO, REINA DAIL, JUDY BURTON, LILIANA JOHNSON, TAMMY BROWN, SANDY HEAD, MICHELE CONLEY, JENNIFER MORALES, JESSICA CICCHONE, GREGORY MARKHAM, SARA DIPIRE, BRIAND JENSEN, HEMESIS HASKINS, BRADY WORJARYC OF LAKE MARY, FLORIDA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☐, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

[Signatures]

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by authority.

[Signature]

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 2, 2014.

Signed and sealed at the City of Hartford.

[Signature]

Gary W. Stumper, Vice President

POA 2012

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**Title of Document:**

Contract for Services Covenant Consultants, Inc.

**Attachments:**

1. Memo
2. Contract Information Sheet
3. Contract and Exhibits

**SEPA Review Required?**  ( ) Yes  ( ) No

**SEPA Review Completed?**  ( ) Yes  ( ) No

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

**Requested Date:**

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

This contract is for the provision of continuing consultant services regarding the research and valuation defense of the recent property appraisal appeals by BP Oil Refinery.

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

**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](http://www.co.whatcom.wa.us/council).
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Keith Willnauer, County Assessor
RE: Covenant Consultants, Inc.
DATE: April 21, 2015

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

- Background and Purpose
In 2014 Covenant consulting was selected based on its expertise in industrial appraisals to do preliminary research regarding the BP Oil Refinery's appeal of its valuation. This contract is for the provision of continuing consultant services for valuation defense of the property appraisal of BP Oil Refinery.

- Funding Amount and Source
Funding for this contract is included in the 2015 Assessor's budget. Funding was approved in ASR 2015-5235 High Value Appeal Defense Refineries.

Please contact Keith Willnauer at extension 50370, if you have any questions or concerns regarding the terms of this agreement.

Encl.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Assessor’s Office/Executive Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Keith Willnauer</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Covenant Consultants, Inc.</td>
</tr>
</tbody>
</table>

#### Is this a New Contract? Yes [X] No 
If not, is this an Amendment or Renewal to an Existing Contract? Yes ___ No ___  
If Amendment or Renewal, Original Contract #:  
Does contract require Council Approval? Yes ___ No ___  
Is this a grant agreement? Yes ___ No [X]  
If yes, grantor agency contract number(s)  
CFDA #:  
Is this contract grant funded? Yes ___ No [X]  
If yes, associated Whatcom County grant contract number(s)  
Is this contract the result of a RFP or Bid process? Yes ___ No [X]  
If yes, RFP and Bid number(s)  
Cost Center:  

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

**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)  
$41,500.  
This Amendment Amount:  
$  
Total Amended Amount:  
$  

### Summary of Scope:  
This contract is for the provision of review and consultation regarding the appraisal reports and appeal valuation defense.  

### Term of Contract:  
1 year  
Expiration Date:  

**Contract Routing Steps & Signoff:** [sign or initial][indicate date transmitted]  
1. Prepared by:  
   Date:  
2. Attorney reviewed:  
   Date:  
3. AS Finance reviewed:  
   Date:  
4. IT reviewed if IT related:  
   Date:  
5. Corrections made:  
   Date:  
6. Attorney signoff:  
   Date:  
7. Contractor signed:  
   Date:  
8. Submitted to Exec Office:  
   Date:  
9. Council approved (if necessary):  
   Date:  
10. Executive signed:  
    Date:  
11. Contractor Original Returned to dept:  
    Date:  
12. County Original to Council:  
    Date:  

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

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.
Covenant Consultants, 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 7.
Exhibit A (Scope of Work), p. 8.
Exhibit B (Compensation), p. 9.
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of MAY, 2015, regardless the date of signature and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of April, 2016.

The general purpose or objective of this Agreement is to: provide analysis and opinion of the Department of Revenue reports pertaining to the appraisal appeals for consideration and advice regarding County's next course of action, 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 $41,500. 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:

Covenant Consultants, Inc.

_________________________
John Lifflander, President
WHATCOM COUNTY:
Recommended for Approval:

<table>
<thead>
<tr>
<th>Department Director</th>
<th>Date</th>
</tr>
</thead>
</table>

Approved as to form:

<table>
<thead>
<tr>
<th>Prosecuting Attorney</th>
<th>Date</th>
</tr>
</thead>
</table>

Approved:
Accepted for Whatcom County:

By: ______________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

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

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

CONTRACTOR INFORMATION:

Covenant Consultants, Inc.

John Liflander, President

Address:
4702 NE 248th Circle
Ridgefield, WA 98642

Mailing Address:

<table>
<thead>
<tr>
<th>Contact Name: John Liflander</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 360-687-1602</td>
</tr>
</tbody>
</table>

Contact Email: john@ccitax.com

Contract for Services
Covenant Consultants, Inc.
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: Not Applicable

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience: Not Applicable

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

22.1 Withholding Payment: Not Applicable

23.1 Labor Standards: Not Applicable

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

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

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

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable

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

33.1 Right to Review:
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: Not Applicable

34.2 Industrial Insurance Waiver: Not Applicable

Contract for Services
Covenant Consultants, Inc.  Page 4

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

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

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

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

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

35.2 **Non-Discrimination in Client Services:** Not Applicable

36.1 **Waiver of Noncompetition:** Not Applicable

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

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

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

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

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

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

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

OBJECTIVE:

Assist and advise Whatcom County with its review of appraisal services in the valuation of the BP Oil Refinery at Cherry Point, Washington. This review will provide for consideration of County’s next course of action regarding the recent appraisal appeal by property owner.

TASKS AND DELIVERABLES:

a. Meet with assessor, taxpayer, county attorney, and others
b. Review and research appraisal reports, back up files, property tax returns, and spreadsheets.
c. Research sales of refineries.
d. In preparation for the hearing, write formal review appraisals that comply with USPAP for both reports for submission to the BTA. Provide PDF copies.
e. Write discovery and deposition questions and accompany the county attorney in deposing the appraisers and other parties involved.
f. Read the critique of the assessor’s appraisal by the appellant, and prepare answers for the critique.
g. Attend the BTA hearing(s) and make notes on all the testimony to help the attorney in direct and cross examination questions.
h. Testify in the hearing regarding review appraisals.
Total fee for services described in Exhibit A will not exceed $41,500. The County will pay Covenant Consultants, Inc. at the hourly rate of $350 for work performed as outlined in Exhibit A – Scope of Work. Rate to the appellant will be at the hourly rate of $400 for depositions.

The contractor shall be entitled to 6 hours administrative time per onsite visit to Whatcom County. Expenses will be reimbursed at cost; mileage will be reimbursed at the $.60 per mile, copies at 10 cents/page and per diem is $80 (no receipts furnished). Hotels, rental cars, air travel, etc. are reimbursed at actual cost and receipts must be furnished. Invoices will include hours worked by task identified in Exhibit A – Scope of Work. Copies of paid invoices will be provided for reimbursement of expenses other than mileage and per diem.

Contractor will be compensated after completion of services and deliverables and acceptance of those services and deliverables by the County. Contractor will be paid within 30 days after such acceptance and presentation of an invoice.

Once the Contractor has begun providing services, the Contractor shall be entitled to compensation of no less than $5,000 in the event the county terminates this agreement.
TITLE OF DOCUMENT: Resolution establishing a Whatcom County Criminal Justice Diversion Task Force.

ATTACHMENTS: Memo
Resolution including Attachment “A” (Criminal Justice Diversion Initiative outline)

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’s resolve to establish a long term and ongoing Whatcom County Criminal Justice Diversion Task Force intended to provide recommendations, oversight, and specific timeframes on the construction and operation of a new or expanded multi-purpose crisis triage facility to assist with jail and hospital diversion, and new development or enhancement of programs designed along a continuum that effectively reduce criminal justice involvement for individuals struggling with mental illness and chemical dependency.

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

TO: Whatcom County Council

DATE: May 5, 2015

FROM: Jack Louws, County Executive

RE: Resolution to enter into Jail Facility Use Agreement that includes the commitment for a Criminal Justice Diversion Task Force, Resolution authorizing the establishing of a Criminal Justice Diversion Task Force and a Resolution to submit a ballot proposition to qualified voters of the County.

Background and Purpose:

1) Over the last few weeks my leadership team and I have responded to several critical questions regarding the progress of the new jail facility use agreement. Specifically, those questions have centered on our efforts to provide jail and hospital diversion programs and the expansion of a crisis triage facility. As the discussion with the Whatcom council continues, five of the small cities have approved the Jail Facility Use Agreement while Bellingham and Ferndale are awaiting action by the Whatcom Council on the agreement prior to approving the agreement.

2) A resolution to establish a Criminal Justice Diversion Task Force was developed in partnership with the Whatcom County Council Chair, Human Services Manager, and the Sheriff. The Criminal Justice Diversion Task Force will provide recommendations, oversight, and specific timeframes on the construction and operation of a new or expanded multi-purpose crisis triage facility to assist with jail and hospital diversion, and new development or enhancement of programs designed along a continuum that effectively reduce criminal justice involvement for individuals struggling with mental illness and chemical dependency.

3) The resolution to authorize the proposed ballot measure allows for submission to the qualified voters of the county, a proposition authorizing a local sales and use tax of two tenths of one percent for the purpose of providing funds for the construction of a new jail and its operations.
Requested Action:
Seeking Council approval of the three (3) resolutions developed for the provision of a new Whatcom County Jail and commitment to criminal justice diversion programs:

1. Resolution to authorize County Executive to enter into Jail Facility Use Agreement that includes a commitment to establish a Criminal Justice Diversion Task Force.

2. Resolution authorizing the establishment of a Criminal Justice Diversion Task Force

3. Resolution authorizing the ballot proposition for a sales and use tax, subject to approval of the Jail Facility Use Agreement by all cities.

I thank you in advance for your consideration of this important work completed to establish funding for the new regional jail.
Resolution 2015-________________________

RESOLUTION ESTABLISHING A WHATCOM COUNTY CRIMINAL JUSTICE DIVERSION TASK FORCE INTENDED TO PROVIDE RECOMMENDATIONS, OVERSIGHT, AND SPECIFIC TIMEFRAMES ON THE CONSTRUCTION AND OPERATION OF A NEW OR EXPANDED MULTI-PURPOSE CRISIS TRIAGE FACILITY TO ASSIST WITH JAIL AND HOSPITAL DIVERSION, AND NEW DEVELOPMENT OR ENHANCEMENT OF PROGRAMS DESIGNED ALONG A CONTINUUM THAT EFFECTIVELY REDUCE CRIMINAL JUSTICE INVOLVEMENT FOR INDIVIDUALS STRUGGLING WITH MENTAL ILLNESS AND CHEMICAL DEPENDENCY

WHEREAS, in 2012 the Jail Planning Task Force recommended that space be found for a behavioral health triage facility with sufficient capacity and capability to offer pre-booking diversion from jail; and

WHEREAS, the New Countywide Jail is currently designed to include needed space for expanded medical and mental health program space in that facility; and

WHEREAS, the Whatcom County Health Department has been planning toward an expanded and new crisis triage facility to provide, in appropriate cases, an alternative to the jail or the hospital emergency room; and

WHEREAS, the Whatcom County Council and Whatcom County Executive are committed to these facilities and programs related to behavioral health issues and share the commitment to reduce jail populations and reduce recidivism through jail alternative programs and the County has the financial capacity and is committed to providing the capital necessary for a new or expanded crisis triage center; and

WHEREAS, the County currently provides behavioral health programs funded through the Behavioral Health Tax, at approximately $4.1 million annually, which include a continuum of behavioral health services designed to reduce criminal justice involvement of people struggling with mental illness and chemical dependency and has earmarked $3 million in Behavioral Health Tax revenue reserves for the expansion and/or relocation of a new triage center; and
WHEREAS, the County currently owns and operates a behavioral health crisis triage center on Division Street in Bellingham, which property the County may sell or transfer when the new countywide jail is completed and the County has agreed and resolved that if that property is sold or transferred, the resulting net value and proceeds from the transaction will be applied by the County to facilities and programs that support the goals of treating and diverting individuals with behavioral health problems from the criminal justice system, such as a new or expanded multi-purpose triage center; and

WHEREAS, these behavioral health facilities and programs are designed to achieve the following policy goals: 1) a reduction of the number of mentally ill and chemically dependent people using costly interventions like jail, emergency rooms, and hospitals; 2) a reduction of the number of people who recycle through the jail, returning repeatedly as a result of their mental illness or chemical dependency; 3) a reduction of the incidence and severity of chemical dependency and mental and emotional disorders in youth and adults; and 4) diversion of mentally ill and chemically dependent youth and adults from initial or further justice system involvement; and

WHEREAS, the County intends to construct and operate a new or expanded multi-purpose diversion crisis triage center, in parallel with the construction of the new county-wide jail facility and intends to reduce long-term jail populations and reduce recidivism, by providing safe and effective medical, mental health and substance abuse services to individuals in need of such services; and

WHEREAS, the Whatcom County Executive will recommend and the Whatcom County Council shall appoint a Criminal Justice Diversion Task Force of citizens and officials, charged with providing the County Council and County Executive advice on the location, construction, funding, and operation of a new or expanded multi-purpose diversion crisis and triage center, which is intended to reduce unnecessary jail utilization and reduce recidivism, by providing safe and effective medical, mental health and substance abuse services; and

WHEREAS, the Criminal Justice Diversion Task Force will also provide recommendations on effective strategies to maintain public safety, reduce recidivism, reduce future demand for limited jail space and assure healthy productive citizens by establishing pre-arrest and pretrial service programs and programs that result in successful post-jail and triage center release including intensive case management and transitional housing alternatives for people with mental health and substance abuse disorders; and

WHEREAS, the membership for the Criminal Justice Diversion Task Force, which will be chaired by the Whatcom County Executive, shall consist of representatives from community organizations and persons focused on health care, mental health and chemical dependency issues, including the North Sound Mental Health Administration, Whatcom Alliance for Health Care Access, Peace Health St. Joseph's Medical Center, Community Health Centers,
EMS representative and the Whatcom County Health Department. Other key representatives will include officials from city governments and law enforcement, the Whatcom County Council, Administration and the criminal justice system, including court representatives, the Sheriff, Prosecuting Attorney, and Public Defender or their designees; and

NOW, THEREFORE, BE IT RESOLVED that the Criminal Justice Diversion Task Force shall specifically examine and consider:

- Substantive programming and specific timeframes for a new or expanded crisis triage center
- Location and space needs criteria for a new or expanded crisis triage center
- Funding recommendations for both construction and operations
- Other related enhancements to the continuum of criminal justice diversion programs that address both pre-arrest and post-incarceration interventions;
- On a continuing basis review the performance of diversion programs of the County and all cities; and

BE IT FURTHER RESOLVED that the Criminal Justice Diversion Task Force shall produce a report to the County Council, the County Executive and the general public on behavioral health diversion programs and on a new or expanded crisis triage center which shall:

- Review current practices, programs, assigned resources, (facilities, programs, funding sources) development of goals, new or modified programs, and projected operational objectives. Determine licensing requirements and program components. Provide general information on expenditures and sustainable revenue projections.
- As service facilities are identified- develop facility specifications, identify possible facility options (either new or existing locations), analyze and recommend 1 or 2 options with projected timelines and short and medium term costs.
- Develop specific operational plans and budgets, in cooperation with the cities, leading to implementation of appropriate crisis intervention and triage services. Include details on schedules, assignment of responsibilities, cost allocations between the County and the cities, projected outcomes anticipated and a basic business plan for each selected initiative; and

BE IT FURTHER RESOLVED the Jail Diversion Task Force will consider and make recommendations to the Council, Executive and other appropriate officials regarding effective pretrial services programs that assure that defendants appear for court proceedings and without unnecessary jail utilization by defendants who can safely be released.

BE IT FURTHER RESOLVED the Task Force will make recommendations to the Council, Executive and other appropriate officials regarding necessary and effective programs and
services that can assist offenders with the successful transition from both the jail and triage center back to the community especially for persons with mental illness, chemical dependency and those individuals with co-occurring disorders. The ultimate aim of these services and programs is to reduce rates of recidivism and improve public health and safety by ending the unnecessary incarceration of individuals dealing with the disabling conditions associated with mental illness and chemical dependency.

**BE IT FURTHER RESOLVED** that the County Council, with the full support of the County Administration, will implement both a new countywide jail and a continuum of alternatives to incarceration and jail diversion programs with the following expectations and commitments for the Criminal Justice Diversion Task Force:

- Complete a preliminary plan for the new or expanded crisis triage center and alternatives to incarceration and diversion programs as soon as reasonably possible and provide quarterly reports to the Council and Administration on Task Force progress
- Complete detailed planning sufficient to proceed with construction and programming of a new or expanded crisis triage center no later than December 2016
- Fund the support activities of the Task Force, including a robust and detailed planning process for the new or expanded crisis triage center and other recommended diversion programs
- Assist the Task Force in identifying the appropriate funding necessary for the construction the new crisis triage center
- Commit to opening the new crisis triage center no later than the scheduled opening of the new countywide jail.

**APPROVED** this ______ day of _____________________, 2015

**ATTEST:**

```
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
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______________________________
Dana Brown-Davis,
Clerk of the Council

______________________________
Carl Weimer,
Council Chair

**APPROVED AS TO FORM:**

______________________________
Civil Deputy Prosecutor
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Ordinance amending Whatcom County Code Title 20 to allow vacation rental units as an accessory use.

**ATTACHMENTS:**
1. Staff Memorandum
2. Proposed Ordinance and Exhibit
3. Findings of the Planning Commission
4. Staff Report
5. Public Comments
6. Newspaper Articles
7. Planning Commission Minutes

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

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

"The Council must hold a hearing if they want to change the Planning Commission's recommendation (WCC 2.160.100(B))."

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

Ordinance amending Whatcom County Code Title 20 Zoning to allow vacation rental units as an accessory use.

**COMMITTEE ACTION:**
4/28/2015: Held in Committee

**COUNCIL ACTION:**
4/28/2015: Held in Committee

**Related County Contract #:**
AB2014-295, AB2015-072
PLN2014-00020

**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: County Council
   Jack Louws, County Executive

THROUGH: Mark Personius, AICP, Long Range Planning Manager

FROM: Gary Davis, AICP, Senior Planner

DATE: April 14, 2015

SUBJECT: Vacation Rental Units Code Amendment

This memorandum is to brief the County Council on the status of vacation rental regulation in advance of the scheduled discussion at the April 28 Planning and Development Committee meeting.

Background
Currently Whatcom County does not distinguish between long-term and short-term rentals of residences, and therefore interprets that rentals of any duration – including vacation rentals – are permitted in rural and residential zones. Following some complaints related to existing vacation rentals, Planning and Development Services (PDS) staff presented on September 16, 2014 the County Council Planning and Development Committee discussed possible approaches to regulating vacation rentals. PDS staff compiled information on other jurisdictions’ various approaches to the issue, including an outright ban, special use permits with inspection programs, or allowing vacation rentals subject to performance standards but without special use permits and inspections (see options listed on the attached staff report). The committee expressed a preference for pursuing a code amendment using the latter approach.

Staff drafted a proposed zoning code text amendment based on that approach and presented it to the Planning Commission at a work session on December 11. The draft added a definition for “vacation rental” and allowed it as an accessory use in most zones, subject to a list of standards borrowed from other jurisdictions’ codes. Following a public hearing on January 8, 2015 the Planning Commission recommended approval of a code amendment, but without the proposed list of standards.
Currently there are hundreds of vacation rental units available in Whatcom County on such online “platforms” as VRBO.com and Airbnb.com. Some units are unoccupied homes, while others are guest rooms in an owner-occupied house. Examples of non-owner-occupied units are cabins in the Birch Bay and Glacier areas, which have historically been recreational or second homes.

The Airbnb and VRBO terms of service agreements require hosts to follow local laws and regulations. However, with many jurisdictions, including Whatcom County, local regulations are not always clear. This draft amendment – with or without the list of standards – would resolve the question of whether vacation rentals are an allowed use under the Whatcom County zoning code. It is also clear that vacation rentals are subject to Transient Occupancy Tax (WCC Chapter 3.36). The State Department of Revenue collects this tax and returns a portion to the County. According to public testimony, many vacation rental unit owners are already paying this tax.

An issue that remains unresolved at present is the question of which building code standards vacation rentals will be required to meet in Whatcom County. As with the land use (zoning code) issue, other jurisdictions are struggling to catch up with the new vacation rental trend from a building safety standpoint. Should the units remain subject to the same building and fire code requirements as other single family residences, or does the new use require greater standards to protect the safety of occupants? A Whatcom County Building Services Code Interpretation (PL573-001C) requires additional safety features for bed and breakfast businesses – including automatic sprinklers for B&B’s with three to five guestrooms. The International Building Code does not address vacation rentals or B&B’s specifically, but states “Where a structure is proposed for a purpose that is not specifically provided for in this code, such structure shall be classified in the group that the occupancy most nearly resembles, according to the fire safety and relative hazard involved.” Whatcom County’s Building Official will need to determine how to apply the building code to vacation rental units.

Other Jurisdictions
Earlier this year San Francisco adopted a vacation rental ordinance similar to the one Portland adopted in 2014. Both cities now allow vacation rentals only in portions of residences that are resident-occupied at least nine months out of the year, and require that all units are registered and inspected. Lack of affordable housing is a concern in both cities and the prohibition of vacation rentals in non-resident-occupied units seen as a way to prevent the available stock of long-term rental units from being converted to potentially more profitable short-term rental units. However, San Francisco staff has recently informed their elected officials that enforcing nine-month resident-occupancy requirement would be difficult.

Bend, Oregon has permitted vacation rentals in residential neighborhoods since 2006, but has recently enacted a spacing requirement in response to concentration of vacation rentals that have occurred in some neighborhoods.
When this provision takes effect, no new vacation rental will be permitted within 250 feet of another.

Neither Portland’s resident-occupancy requirement nor Bend’s spacing requirement were included as options in PDS’ August 27, 2014 memorandum. Both measures would require significant resources to administer a license/registration system in addition to verifying residency or spacing.

Some jurisdictions in tourism-oriented areas of Washington State have dealt with vacation rentals in different ways. For example, San Juan County (SJCC 18.40.270) allows vacation rentals subject to a series of performance standards, including operating in a way that prevents disturbances to area residents, additional off-street parking, no outdoor signs, provide notice on rules of conduct. On the other hand, Ocean Shores (OSMC 17.50.055) prohibits vacation ("transient") rentals except to allow for continued use of existing units through a conditional use permit process.

The City of Bellingham zoning code does not specifically address vacation rentals but their staff and Hearing Examiner interpret the code as prohibiting transient accommodations in residential zones – except bed and breakfast facilities, which are allowed through a conditional use permit. Blaine similarly prohibits transient accommodations in most (but not all) residential zones.

Please contact Gary Davis, Senior Planner, at extension 50246 if you have questions on this topic.

Attachments:
  Draft Ordinance and Zoning Code Amendment
  Findings of the Planning Commission
  Staff Report
  Public Comments
  March 22, 2015 article from the San Francisco Chronicle
  April 2, 2015 article from the Bend Bulletin
  Planning Commission Minutes: January 8, 2015 and December 11, 2014
**TITLE OF DOCUMENT:**

Update on TMDL Dispute Resolution

**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/Update on the TMDL Dispute Resolution.

**Related County Contract #:** 2015-106 and 2015-037

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
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**TITLE OF DOCUMENT:** Executive Louws to present “State of the County”

**ATTACHMENTS:** No attachments

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

County Executive Jack Louws to present the “State of the County” address

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
WHATCOM COUNTY COUNCIL AGENDA BILL  
NO. 2015-017

CLEARANCES  
Initial  Date  Date Received in Council Office  Agenda Date  Assigned to:
Originator:  
Division Head:  
Dept. Head:  
Prosecutor:  
Purchasing/Budget:  
Executive:  

TITILE OF DOCUMENT:
Whatcom County Sheriff Bill Elfo to read a proclamation recognizing Police Week (May 11-15) and Corrections Week (May 4-10)

ATTACHMENTS:

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

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

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.
TITLE OF DOCUMENT: A Resolution Approving an Agreement for Sale of a License

ATTACHMENTS: 1. Cover Memo  
2. Resolution  
3. License Agreement  
4. Map of Site

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

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

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

Brian Kerkvliet and Alexandra King, owners of property adjacent to a Whatcom County owned gravel pit known as Abel Pit, have requested formal access over the County owned property to access their property. Whatcom County Public Works recommends selling them a license to provide them with legal access to their property.

COMMITTEE ACTION:

COUNCIL ACTION:  
4/28/2015: Introduced 7-0

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 County Executive Jack Louws and Honorable Members of the County Council

Through: Joseph P. Rutan, P.E., Interim Director

From: Andrew Hester, Real Estate Coordinator

Date: April 10, 2015

Re: A Resolution Approving the Sale of a License Agreement

Enclosed is a resolution requesting the approval of a license agreement allowing access across Whatcom County property.

Requested Action
Public Works respectfully requests that the Whatcom County Council hold a public hearing and take action on the proposed resolution to approve a license agreement allowing access across Whatcom County property.

Background and Purpose
Brian Kerkvliet and Alexandra King own property adjacent to County property known as “Abel Pit”. There is a paved access road used by Public Works to access the gravel pit from East Laurel Road. The access road is part of the “Abel Pit” property and is not a County road. According to the property owners the access road has been used by the former owners of their property to access their property since the 1970’s. Aerial photos from 1976 show driveways existing off of the gravel pit access road. Public Works was unable to find a formal or informal access agreement in property records. Public Works is supportive of granting a license allowing access over the access road.

Funding Amount and Source
No County funds have been expended to secure this agreement. The property owners will be responsible for paying for and obtaining a legal description and exhibit for the license agreement. As part of compensation for this license agreement, the property owners are required to pay for survey work on “Abel Pit” that will be beneficially to Public Works.

Please contact me at extension 50571 if you have any questions or concerns regarding this resolution.

Encl.
RESOLUTION NO. ________

A RESOLUTION APPROVING AN AGREEMENT FOR SALE OF A LICENSE

WHEREAS, Whatcom County owns a gravel pit known as "Abel Pit", tax parcel number 390320 186151 0000, that has a paved road on it that is used by Public Works to access the property from East Laurel Road; and

WHEREAS, said paved road is part of the "Abel Pit" property and is not part of the County Road System; and

WHEREAS, Brian Kerkvliet and Alexandra King ("Grantee"), own property identified as tax parcel number 390320 183218 0000, that is adjacent to "Abel Pit" and use said paved road to access their property; and

WHEREAS, the Grantee and the former owners of the Grantee's property have used said paved road to access their property since the 1970's; and

WHEREAS, the Grantee wish to have formal legal access to their property; and

WHEREAS, while the County Code does not specifically address the procedure for conveying a limited interest in County property, this matter has been reviewed by the Property Management Committee with a recommendation to present to the County Council for approval; and

WHEREAS, Public Works is supportive of granting a License Agreement to the Grantee to provide them with formal legal access to their property; and

WHEREAS, the Grantee would be required to obtain a legal description for the License Agreement; and

WHEREAS, as compensation for the License Agreement the Grantee will be required to pay for "Abel Pit" survey work as approved by Public Works; and

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Executive is authorized to conclude the sale of the License as set forth in Exhibit A to the Grantee subject to full payment and to the terms and conditions of the License Agreement.

APPROVED this _____ day of ____________, 2015

ATTEST: WHATCOM COUNTY COUNCIL

Dana Brown-Davis, County Clerk WHATCOM COUNTY, WASHINGTON

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Daniel J. Gibson

Chief Civil Deputy Prosecutor
After recording return document to:

Whatcom County Public Works
Real Estate Coordinator
322 N. Commercial, Suite 210
Bellingham, WA 98225

Document Title: LICENSE AGREEMENT
Reference Number of Related Documents: None
Grantor: Whatcom County
Grantee: Brian Kerkvliet and Alexandra King, as Trustees of the Able Trust, U/T/D March 14, 2006
Legal Description: Ptn of W 10 Ac of E 35 Ac of E ½ SW Less Rd, S20, T39N, R3E
Additional Legal Description is on Page 10
Assessor’s Tax Parcel Number: 390320 186151 0000

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ______________ day of ____________________, 2015, by and between WHATCOM COUNTY, A WASHINGTON MUNICIPAL CORPORATION, hereinafter referred to as “Grantor” and BRIAN KERKVLIET AND ALEXANDRA KING, AS TRUSTEES OF THE ABLE TRUST, U/T/D MARCH 14, 2006, hereinafter referred to as “Grantees.”

RECITALS

WHEREAS, the Grantees own real property located in Whatcom County, Washington, legally described as follows: See Exhibit A attached hereto and made a part hereof. Situate in Whatcom County, Washington; and

WHEREAS, the Grantor owns real property located in Whatcom County, Washington, legally described as follows: See Exhibit B attached hereto and made a part hereof. Situate in Whatcom County, Washington; and

WHEREAS, the Grantees desire legal access to and from their property; and

WHEREAS, the Grantees and previous owners of the Grantees’ property have been using portions of the Grantor’s property to access their property without permission;
LICENSE AGREEMENT

NOW, THEREFORE, Grantor, in consideration of ten dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in consideration of the performance by the Grantees of the covenants, terms and conditions hereinafter set forth, hereby conveys and grants to Grantees a nonexclusive license over, across, along, in and upon that portion of the Grantor’s property described in Exhibit C ("License Area") attached hereto for the purposes of ingress and egress.

1. Grantees’ Use/Restrictions: Grantees agree to use the areas subject to license granted by Grantor for ingress and egress. Grantees shall exercise their rights under this license so as to minimize and avoid, insofar as possible, interference with the use by the Grantor of the Grantor’s property and shall at all times conduct their activities in the License Area so as not to interfere with, obstruct or endanger the Grantor’s operations or facilities. Grantees agree not to damage the License Area beyond normal wear and tear associated with residential access. In the event the Grantees damage the License Area the cost of repairing such damage shall be borne by the Grantees.

2. Use of Grantor’s Property by Grantor. Grantees’ rights herein shall at all times be subordinate to such rights of Grantor as are necessary to preserve and maintain the capabilities of the use of the Grantor’s Property by the Grantor.

3. License Area Legal Description: Grantees prepared Exhibit C, which describes the License Area. Grantees represent that Exhibit C is a true and accurate description of the License Area. Grantees’ obligation to provide a true and accurate description of the License Area is a material term of this license.

Grantor’s acceptance of Exhibit C does not constitute agreement that Grantees’ property description accurately reflects the License Area.

4. Third Party Rights. Grantor reserves all rights with respect to its property including, without limitation, the right to grant easements, licenses and permits to others subject to the rights granted in this Agreement.
LICENS AGREEMENT

5. Termination for Breach. In the event Grantees breach or fail to perform or observe any of the terms and conditions herein, and fail to cure such breach or default within ninety (90) days of Grantor giving Grantees written notice thereof, or within such other period of time as may be reasonable in the circumstances, Grantor may terminate Grantees’ rights under this agreement in addition to and not in limitation of any other remedy of Grantor at law or in equity, and the failure of Grantor to exercise such right at any time shall not waive Grantor’s right to terminate for any future breach or default.

6. Termination for Cessation of Use. In the event Grantees cease to use the license area for a period of five (5) successive years, this agreement and all Grantees’ rights hereunder shall automatically terminate and revert to Grantor.

7. Release and Indemnity. Grantees do hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, cost, damage, expense, actions and claims, including costs and reasonable attorney’s fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of (1) acts or omissions of Grantees and Grantees’ agents, employees, and contractors in the exercise of the rights granted herein, or (2) acts and omissions of Grantor in its use of Grantor’s property which affect Grantees and Grantees’ employees, agents, contractors, and other parties benefiting from said license; provided however, this paragraph does not purport to indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property cause by or resulting from the sole negligence of Grantor or Grantor’s agents or employees. If liability arises out of bodily injury or death to persons or damage to property as a result of the concurrent negligence of Grantees, their agents or their employees, and of Grantor, its agents or its employees, Grantees are responsible for indemnification only to the degree and extent of the negligence of Grantees, their agents, or their employees. However, this paragraph does not purport to indemnify Grantor against liability caused by or resulting from the negligence of Grantor or Grantor’s agents or employees.
LICENS E AGREEMENT

8. Notices: Any and all notices given under this license agreement shall be made in writing and shall be hand delivered or sent by certified or overnight mail addressed to the parties at the address listed below, unless a different address has been designated in writing and delivered to the other party.

Brian Kerkvliet and Alexandra King
617 E. Laurel Road
Bellingham, WA 98226

Whatcom County Public Works
ATTN: Eric Schlehuber
901 W. Smith Rd
Bellingham, WA 98226

9. Title. The rights granted herein are subject to permits, leases, licenses, and easements, if any, heretofore granted by Grantor affecting Grantor’s property subject to this agreement. Grantor does not warrant title to Grantor’s property and shall not be liable for defects thereto or failure thereof.

10. Assignment of Interest. Grantees shall not assign any part of Grantees’ interest in this license agreement without the Grantor’s express written consent, which Grantor shall not unreasonably condition or withhold. Grantor reserves the right to reasonably change the terms and conditions of this license upon consent to assignment. Notwithstanding any of the foregoing, Grantor hereby consents to any assignment or transfer of Grantees’ interest in the License to one or more of the beneficiaries of Grantees’ trust without any need to re-apply for consent or approval of such assignment or transfer.

11. Successors. The rights and obligations of the parties shall inure to the benefits of and be binding upon their respective successors and assigns.

12. Binding Effect. In all respects, the provisions of this agreement shall be construed and interpreted as covenants which are personal to the parties above described, and shall be binding upon and inure to the benefit of the parties hereto, and their successors in interest in accordance with the provisions of paragraph 11, above.

13. Unlawful Conduct. The parties to this agreement covenant that they will not use or cause to be used any part of the granted accesses for any unlawful conduct or purpose. Unlawful use may be grounds for immediate termination of this agreement.

14. No Waiver. Failure to enforce any provision of this document shall not operate as a waiver of any such provision.
LICENSE AGREEMENT

15. Dispute Resolution—Binding Arbitration. The parties agree to resolve any dispute related hereto through binding non-appealable arbitration pursuant to RCW 7.04A. In such action, the arbitrator shall be an individual licensed to practice law in the state of Washington and jointly selected by the parties within fifteen (15) days from the written demand for arbitration. If the parties cannot agree to an arbitrator, the presiding judge of the Whatcom County Superior Court shall select the arbitrator. The rules for Mandatory Arbitration for Whatcom County shall control the procedures for the arbitration. The parties agree to cooperate in good faith to ensure that the arbitration occurs as quickly as practicable. The arbitrator has the authority to enter any award reasonable and necessary to resolve the dispute, including but not limited to award of damages, foreclosure of liens, enter an injunction, and require specific performance and/or any other remedy in law or equity. The decision of the arbitrator shall be binding and non-appealable. Consistent with the foregoing provisions for dispute resolution, venue of any action arising from this agreement shall be in the Superior Court of the State of Washington in and for the County of Whatcom.

16. Severability. Invalidation of any of the provisions of this agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

17. Entire Agreement. This agreement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this document as of the date first above written.

Whatcom County

Joe Rutan, Interim Director of Public Works

Approved as to form:
Prosecuting Attorney’s Office

Daniel Gibson, Chief Civil Deputy Prosecutor

Accepted and Approved for Whatcom County:

Jack Louws, County Executive

Page 5 of 10 Pages

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.
LICENSE AGREEMENT

STATE OF WASHINGTON  )
COUNTY OF WHATCOM  )

On this ______ day of ________________, 2015, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, a municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Whatcom County, for the uses and purposes herein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of Whatcom County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

________________________________________
Notary Public in and for the State of Washington
Residing at ______________________________
My commission expires ____________________

Page 6 of 10 Pages
LICENSE AGREEMENT

Accepted and approved by Brian Kerkvliet and Alexandra King, as Trustees of the Able Trust, U/T/D March 14, 2006

__________________________
Brian Kerkvliet, Trustee

__________________________
Alexandra King, Trustee

STATE OF WASHINGTON )
County of WHATCOM )

On this __________ day of __________ 2015, before me personally appeared Brian Kerkvliet and Alexandra King, as Trustees of the Able Trust, U/T/D March 14, 2006, to me known to be the individuals described herein and who executed the foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

__________________________
Notary Public in and for the State of Washington, residing at ________________

My commission expires ________________
LICENSE AGREEMENT

EXHIBIT A

Legal Description of Grantee’s property (parcel number 390320 183218 0000)

The South 370 feet of the following described property:

The North 650 feet lying west of a line drawn 30 feet west of and parallel with the east line of the following described tract:

That portion of the West 10 acres of the East 35 acres of the two following described tracts of land, to-wit:

The Northeast Quarter of the Southwest Quarter less the North 30 feet; and the North 20 rods of the Southeast Quarter of the Southwest Quarter, all of said land being in Section 20, Township 39 North, Range 3 East of W.M., more particularly described as follows:

Beginning at a point on the north line on the Southwest Quarter of Section 20, Township 39 North, Range 3 East of W.M., said point being North 88°42’30” West 676.00 feet from the center of said Section 20; thence South 1°00’ West, 1,671 feet; thence North 88°45’ West 271.4 feet; thence North 1°09’ East 1,671.2 feet; thence South 88°42’30” East,267 feet to the Point of Beginning, less County Road No. 101 (East Laurel Road).

Situate in Whatcom County, Washington.
LICENSE AGREEMENT

EXHIBIT B

Legal Description of Grantor’s property (parcel number 390320 186151)

The portion of the West 10 acres of the East 35 acres of the two following described tracts of land, to-wit; The Northeast quarter of the Southwest quarter, less the North 30 feet; and the North 20 rods of the Southeast quarter of the Southwest quarter. All of said land being in Section 20, Township 39 North, Range 3 East of the Willamette Meridian;

More particularly described as follows: Beginning at a point on the North line of the Southwest quarter of Section 20, Township 39 North, Range 3 East of the Willamette Meridian. Said point being North 88°42’30” West, 676.00 feet from the center of said Section 20; thence South 1°0’ West, 1,671.00 feet; thence North 88°45’ West, 271.4 feet; thence North 1°09’ East, 1,671.2 feet; thence South 88°42’30” East, 267 feet to the point of beginning;

Excepting there from that portion of the North 650 feet, lying West of a line drawn 30 feet West of and parallel with the East line of the above described tract. Also less County road and containing 6.75 acres.
LICENSE AGREEMENT

EXHIBIT C

License Legal Description:
### WHATCOM COUNTY COUNCIL AGENDA BILL

**No.** 2015-136

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
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<tr>
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<td>County Cou</td>
<td>4/10/2015</td>
<td></td>
<td>4/28/2015</td>
<td>Introduction</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td>5/12/15</td>
<td>Council</td>
</tr>
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<td>Dept. Head:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
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</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
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</tbody>
</table>

**TITLE OF DOCUMENT:**
Appointment to Surface Mining Advisory Committee: Lynni Bennet

**ATTACHMENTS:**
Application

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

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

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (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.)
Surface Mining Advisory Committee, geologist position is vacant. Term is 2 years, Expires 1/31/2017. Applicant is Lynni Bennett. Applications due at 10:00 a.m. on Tuesday, May 5, 2015

---

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
4/28/2015: Received 7-0

**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: Lynni Bennett
Street Address: 5385 Homesteader rd.
City: Deming
Mailing Address (if different from street address): N/A
Day Telephone: 
Evening Telephone: 
Cell Phone: 360.910.0089
E-mail address: lynni.bennett@gmail.com

1. Name of board or committee-please see reverse: Surface mining Advisory Comm.
   geologist

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:

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:

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Employed as a Staff Geologist at Merit Engineering. I hold a B.S. in Geology from WWU.

10. Please describe why you’re interested in serving on this board or commission: I thought it would be away to give back to my community, as well as get involved in local government.

References (please include daytime telephone number):
   Brett Boulton 410.0137,
   Bill Boulton 734.0927

Signature of applicant: Lynni Bennett

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.
TITLE OF DOCUMENT:
Appointment to Flood Control Zone District Advisory Committee: Schonveld

ATTACHMENTS:
Current member list. Schonveld application

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
The Flood Control Zone District Advisory Committee has a vacant position representing a geographic area, due to a resignation. The current alternate is Michael Schonveld. According to Whatcom County Code:

100.02.080 Vacancies.

When a vacancy occurs as the result of a completed term, or due to the death, resignation, or unexcused absence from two consecutive regular meetings of the advisory committee, or if for any other reason a member is unable to fulfill the duties of membership, the vacancy will be filled by appointment of the Whatcom County flood control zone district board of supervisors.

When a mid-term vacancy occurs, the board may choose to solicit additional applications, or it may decide to fill the vacancy from the alternate list without soliciting additional applications if it determines that an alternate can fill the vacancy while maintaining the desired geographic and stakeholder diversity or the appropriate governmental representation on the committee.

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.
Flood Control Zone District Advisory Committee

Membership: 15 members. Nine representing Geographic Areas, two representing Special Districts, two representing Impacted Cities, 2 appointed tribal. Unlimited alternates

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): RCW 86.15.070, WCC 100.02

Term Information: Geographic area; 4 years, two term limit, 1 year separation required. All others, 1 year, no term limit. Alternates appointed for six years

Meeting Information: Meets the second Thursday of the month or as needed.

<table>
<thead>
<tr>
<th>Position #</th>
<th>Name</th>
<th>Term Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Councilmember Ex Officio Member for 2014 is Rud Browne</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Geographic Area Representatives: 4 years, two term limit, 1 year separation required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Scott Bedlington</td>
<td>1st Term Expires 1/31/2016</td>
</tr>
<tr>
<td>B</td>
<td>Dan McShane</td>
<td>2nd Term Expires 1/31/2016</td>
</tr>
<tr>
<td>C</td>
<td>Steve Seymour</td>
<td>1st Term Expires 1/31/2016</td>
</tr>
<tr>
<td>D</td>
<td>John Appel</td>
<td>2nd Term Expires 1/31/2019</td>
</tr>
<tr>
<td>E</td>
<td>Jeff De Jong</td>
<td>2nd Term Expires 1/31/2019</td>
</tr>
<tr>
<td>F</td>
<td>John Heystek</td>
<td>1st Term Expires 1/31/2019</td>
</tr>
<tr>
<td>G</td>
<td>Vacant</td>
<td>Partial term expires 1/31/2018</td>
</tr>
<tr>
<td>H</td>
<td>Ian Smith</td>
<td>1st term expires 1/31/2018</td>
</tr>
<tr>
<td>I</td>
<td>Rodney VandeHeof</td>
<td>2nd term expires 1/31/2018</td>
</tr>
<tr>
<td>Special District: 1 year, no term limit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ron Bronsema</td>
<td></td>
<td>4th Term Expires 1/31/2016</td>
</tr>
<tr>
<td>Scott Hulse</td>
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<td>1st Term Expires 1/31/2016</td>
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<tr>
<td>Impacted Cities: 1 year, no term limit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Perry</td>
<td></td>
<td>7th Term Expires 1/31/2016</td>
</tr>
<tr>
<td>Robert J. Bromley</td>
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<td>10th Term Expires 1/31/2016</td>
</tr>
<tr>
<td>Alternates: 6 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Michael Schoneveld</td>
<td></td>
<td>1st Term Expires 1/31/2021</td>
</tr>
</tbody>
</table>

Updated: 4/27/2015
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Michael Schonewald

Street Address: 271 Parkly Way

City: Ferndale

Mailing Address (if different from street address):

Day Telephone: 360.410.8998

Evening Telephone: (360) 354.8998

Cell Phone:

E-mail address: M.Schonewald@comcast.net

Date: 1/4/14

Zip Code: 98248

1. Name of board or committee—please see reverse: Flood Control Zone DAC

2. You must specify which position you are applying for.
   Please refer to vacancy list. Alternate

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:

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.
   Farmer

10. Please describe why you’re interested in serving on this board or commission:
    To help bring good ideas to Whatcom County flood issues

References (please include daytime telephone number):

Signature of applicant: Michael Schonewald

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.
**TITLE OF DOCUMENT:** 2015 Supplemental Budget Request #6

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

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>Yes</th>
<th>No</th>
<th>Should Clerk schedule a hearing?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>Yes</td>
<td>No</td>
<td>Requested Date:</td>
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<td></td>
</tr>
</tbody>
</table>

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

Supplemental #6 requests funding from the General Fund:

1. To appropriate $11,447 in the Sheriff’s Office to fund 2015 Boating Safety Program patrols from Vessel Registration Reserves.
2. To appropriate $18,336 in the Sheriff’s Office to fund 2015 Recreational Boating Safety Program from grant proceeds.
3. To appropriate $6,000 to fund bobcat repair from Federal Forest Title II contract.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**
ORDINANCE NO.
AMENDMENT NO. 6 OF THE 2015 BUDGET

WHEREAS, the 2015-2016 budget was adopted November 25, 2014; and,
WHEREAS, changing circumstances require modifications to the approved 2015-2016
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 2015-2016
Whatcom County Budget Ordinance #2014-065 is hereby amended by adding the following
additional amounts to the 2015 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>29,783</td>
<td>(18,336)</td>
<td>11,447</td>
</tr>
<tr>
<td>Sheriff</td>
<td></td>
<td>29,783</td>
<td>(18,336)</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>29,783</td>
<td>(18,336)</td>
<td>11,447</td>
</tr>
<tr>
<td>Jail Fund</td>
<td>6,000</td>
<td>(6,000)</td>
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<tr>
<td>Total Supplemental</td>
<td>35,783</td>
<td>(24,336)</td>
<td>11,447</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of __________________, 2015.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Carl Weimer, Chair of the Council

( ) Approved    ( ) Denied

Jack Louws, County Executive

Date: ___________________________

APPROVED AS TO FORM:
<table>
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<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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<tbody>
<tr>
<td>General Fund</td>
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<td></td>
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</tr>
<tr>
<td>Sheriff</td>
<td>To fund 2015 Boating Safety Program patrols from Vessel Registration Reserves</td>
<td>11,447</td>
<td>-</td>
<td>11,447</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund 2015 Recreational Boating Safety Program from grant proceeds.</td>
<td>18,336</td>
<td>(18,336)</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total General Fund</strong></td>
<td><strong>29,783</strong></td>
<td><strong>(18,336)</strong></td>
<td><strong>11,447</strong></td>
</tr>
<tr>
<td>Jail Fund</td>
<td>To fund bobcat repair from Federal Forest Title II contract</td>
<td>6,000</td>
<td>(6,000)</td>
<td>-</td>
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<tr>
<td></td>
<td><strong>Total Supplemental</strong></td>
<td><strong>35,783</strong></td>
<td><strong>(24,336)</strong></td>
<td><strong>11,447</strong></td>
</tr>
</tbody>
</table>
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: April 23, 2015

SUBJECT: Supplemental Budget ID# 1967
2015 Boating Safety Program Patrols

The attached Supplemental Budget requests budget authority for 2015 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 2015.

Funding Amount and Source
$11,447 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

Suppl ID # 1967  Fund 1  Cost Center 2960  Originator: Dawn Pierce

Expenditure Type: One-Time  Year 1 2015  Add'l FTE □  Add'l Space □  Priority 1

Name of Request: 2015 Boating Safety Program Patrols

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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<tr>
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<td>$9,878</td>
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<tr>
<td>6210</td>
<td>Retirement</td>
<td></td>
<td>$517</td>
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<td>6230</td>
<td>Social Security</td>
<td></td>
<td>$756</td>
</tr>
<tr>
<td>6259</td>
<td>Worker's Comp-Interfund</td>
<td></td>
<td>$296</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$11,447</td>
</tr>
</tbody>
</table>

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 extra-duty overtime basis so as not to adversely impact the regular patrol schedule, and VRF Reserve Account funds are needed for water patrols in 2015.

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:

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

Sheriff Operations

<table>
<thead>
<tr>
<th>Supp'T ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
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</thead>
<tbody>
<tr>
<td>1967</td>
<td>1</td>
<td>2960</td>
<td>Dawn Pierce</td>
</tr>
</tbody>
</table>

Status: Pending

6. Funding Source:

$ from the Vessel Registration Fee (VRF) Reserve Account.
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: April 3, 2015
SUBJECT: Supplemental Budget ID# 1965
         2015 Recreational Boating Safety Grant

The attached Supplemental Budget requests budget authority for the 2015 Recreational Boating Safety Grant.

Background and Purpose
The Sheriff’s Office received a Recreational Boating Safety Grant Letter of Award from Washington State Parks and Recreation Commission on March 30, 2015 for the period April 1 through September 30, 2015. 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

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

Thank you.
Supplemental Budget Request

Status: Pending

Sheriff

Operations

Sup ID # 1965  Fund 1  Cost Center 1003512006  Originator: Dawn Pierce

Expenditure Type: One-Time  Year 1 2015  Add'I FTE □  Add'I Space □  Priority 1

Name of Request: 2015 Recreational Boating Safety Grant

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
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<td>Boating Safety</td>
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<tr>
<td>6140</td>
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<td></td>
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<td>$0</td>
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</table>

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:
Grant funds are awarded specifically for boating safety education, assistance, and enforcement activities.

3b. Cost savings:
Cost savings of $18,336.00

4a. Outcomes:
Marine patrols will be conducted during the peak boating period from May to September 2015.

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:
March 30, 2015

Whatcom County Sheriff's Office  
Mr. Jack Louws  
311 Grand Avenue  
Bellingham, Washington  98225

Re:  Recreational Boating Safety Federal Financial Assistance Grant Letter of Award

Dear Mr. Louws:

The Washington State Parks and Recreation Commission has reviewed and accepted your application for a Recreational Boating Safety (RBS) Federal Financial Assistance Grant and is awarding $18,336 to your agency. The grant is for the period April 1 to September 30, 2015.

**Award Information:**
Federal Award Identification: 3314FAS140153  
Federal Award Date: 2/3/15  
CFDA Number: 97.012

**Terms of Acceptance:** Acceptance of a Federal Financial Assistance award carries with it the responsibility to comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application form, as approved by State Parks. The signed grant application contains the terms and conditions to which your agency has agreed. I urge you to carefully review your application (enclosed) so you are familiar with each requirement.

**Specifically You Have Agreed To:**
- Provide your agreed upon Local Funding Match as submitted in your A-300 form.
- Carry out your approved Prevention Plan and reach the Measureable Prevention Goals as submitted in your A-300 form.
- Execute the Patrol Plans / Emphasis Patrols / Enforcement Policies by doing the Activity / Product during the Time Frame / Target Date to achieve your Purpose / Outcome as submitted in your A-300 form.
- Conduct the number of Vessel Safety Inspections as submitted in your A-300 form.
- Conduct the number and type of Educational Classes and Activities as submitted in your A-300 form.
• Participate and attend the Community Events and Activities as submitted in your A-300 form.
• Conduct the Presentations to Groups & Schools as submitted in your A-300 form.
• Participate and work with Media to conduct Outreach to Boaters and to execute your Media Plan as submitted in your A-300 form.
• Participate and partner with Community Forums as submitted in your A-300 form.
• Send State Parks any updated or improved Local Ordinances that reduce boating accidents.
• Provide the Instructors listed in your A-300 form if requested by State Parks.
• Ensure the “Marine Lead”, at a minimum, attends all meetings required / requested by State Parks.
• Attend Advanced Training (when offered) and maintain Currency requirements, once they are posted and announced, to ensure compliance with NASBLA Training Standards.
• Emphasize enforcement of:
  o Life jacket requirements;
  o Mandatory boater education (required to be carried by operators born after January 1, 1955 when operating a motor boat of 15 hp or more and not otherwise exempted);
  o Boating Under the Influence (BUI); and
  o “Rules of the Road” and other operating regulations, especially between paddle / human powered vessels and motorized vessels.
• Participate in Operation Dry Water in June 2015.
• Request reimbursement for approved expenditures only. Refer to your Federal Financial Assistance Grant Application (enclosed) for terms and conditions.

Your signature on each Marine Law Enforcement Grant Invoice Voucher certifies that your agency has completed the work and has retained copies of all the supporting documentation on file for audit purposes per the commitment in the Federal Financial Assistance Grant Application – Calendar Year 2015 – April 1 to September 30, 2015.

If you have questions regarding contract terms, expenditures, or financial invoice billing, please contact Sherri Sweeney at (360) 902-8845 / sherri.sweeney@parks.wa.gov or Tammy Bahr at (360) 902-8843 / tammy.bahr@parks.wa.gov.

Sincerely,

Wade Alonzo, Boating Law Administrator
Washington State Parks and Recreation Commission

Enclosures

cc: Hoyle Hodges, Marine Law Enforcement Coordinator
    Sherri Sweeney
    Tammy Bahr
    Contracts
    Fiscal
Supplemental Budget Request

Jail

Status: Pending

Supp'l ID # 1968 | Fund 118 | Cost Center 118143 | Originator: Wendy Jones

Expenditure Type: One-Time | Year 1 2015 | Add'l FTE □ | Add'l Space □ | Priority 1

Name of Request: Bobcat repair

X

Department Head Signature (Required on Hard Copy Submission) 4/26/15

<table>
<thead>
<tr>
<th>Costs:</th>
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<tr>
<td>7060</td>
<td>Repairs &amp; Maintenance</td>
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</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

1a. Description of request:
Replace the engine of the Bobcat used by the Forest Service Work Crew.

1b. Primary customers:

2. Problem to be solved:
The Forest Service Work Crew uses a Bobcat MT55 to clear land for the creation and maintenance of trails and campsites in the Mt. Baker/Snoqualmie National Forest, utilizing funds from a grant through Title III. The Bobcat was taken in to the local Bobcat dealer and we were informed the engine needed to be replaced. Funding is available in the grant for this purpose, and the Forest Service Liaison has approved pulling the money out of the reserve fund to pay for the repair/replacement. Without the Bobcat, the heavy work that is needed to perform the work cannot be done in a safe manner.

Cost breakdown:
Replacement engine $5000.00
Labor and other supplies: $1000.00
Total cost: $6000.00

3a. Options / Advantages:
Discontinue the use of the Bobcat
Replace the equipment completely.

We have determined that replacing the engine on this piece of equipment is the most cost effective option and will allow us to continue providing this service.

3b. Cost savings:
The price of a used or new Bobcat, is estimated to be $15,00 to 25,000.00. The $6000.00 expense for this repair would save between $9000 to $19,000.

4a. Outcomes:
An operational Bobcat. Within 2 weeks of bringing the piece of equipment into the shop for repairs.

4b. Measures:
The equipment will be repaired and operational.

5a. Other Departments/Agencies:
N/A

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

Tuesday, April 28, 2015
<table>
<thead>
<tr>
<th>Suppl ID #</th>
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<tbody>
<tr>
<td>1968</td>
<td>118</td>
<td>118143</td>
<td>Wendy Jones</td>
</tr>
</tbody>
</table>

6. **Funding Source:**
Funds for this project will be taken out of the monies in the Forest Service Work Crew reserves. Net cost to the County will be $0.00
TITLE OF DOCUMENT: Flood Control Zone District and Subzones 2015 Supplemental Budget Request #2

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 #2 requests funding from the Flood Control Zone District Fund:

1. To appropriate $400,000 to fund 2014-2015 winter flood repairs.

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. ___________
(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

AMENDMENT NO. 2 OF THE 2015 BUDGET

WHEREAS, the 2015 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 25, 2014; and,

WHEREAS, changing circumstances require modifications to the approved 2015 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 2015 budget as approved in Resolution 2014-063 is hereby amended by adding the following additional amounts to the budgets included therein:

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>400,000</td>
<td>(120,000)</td>
<td>280,000</td>
</tr>
</tbody>
</table>

Flood Control Zone District

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>400,000</td>
<td>(120,000)</td>
<td>280,000</td>
</tr>
</tbody>
</table>

Total Supplemental

ADOPTED this ____ day of ________________, 2015

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

Carl Weimer, Chair of the Board of Supervisors

APPROVED AS TO FORM:

Civil Deputy Prosecutor

I:\BUDGET\SUPPLS\2015 Suppl\FCZDRes#2015-2.docx
<table>
<thead>
<tr>
<th>Flood Control Zone District and Subzones Supplemental #2</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Fund Balance</th>
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<tr>
<td>Flood Control Zone District</td>
<td>400,000</td>
<td>(120,000)</td>
<td>280,000</td>
</tr>
<tr>
<td>To fund 2014-2015 Winter flood repairs</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>400,000</td>
<td>(120,000)</td>
<td>280,000</td>
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</table>
MEMORANDUM

DATE: April 27, 2015
TO: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors
FROM: Paula J Cooper, P.E., River and Flood Manager
       Gary Stoyka, Natural Resources Manager
RE: 2015 Flood Control Zone District Supplemental Budget Request

The attached Supplemental Budget Request (ID# 1966) proposes to increase the 2015 budget for the Flood Control Zone District (FCZD) to provide for repairs to the flood control system resulting from high water events over the past winter. The FCZD Advisory Committee supported the prioritization of these projects and will review the proposed request at their next meeting on May 14th. An overview of the damages and project sites was presented to the Board of Supervisors at the March 24th Surface Water Work Session.

Specific costs and revenues for each repair site covered under this request are included in narrative of the supplemental budget request. In summary, the supplemental budget request will:

- Add $400,000 in budgeted expenditures for construction of three repairs projects
- Add $120,000 in budgeted revenues associated with local sponsor cost-shares
- Impact the 2015 FCZD budget allocated for flood purposes by $280,000

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

Encl.
Supplemental Budget Request

Public Works
Fund 169  Cost Center 169112  Originator: Paula Cooper

Flood Control Zone District

Expenditure Type: One-Time  Year: 2015  Add'l FTE  Add'l Space  Priority: 1

Name of Request: 2014-2015 Winter Flood Repairs

Department Head Signature (Required on Hard Copy Submission)  Date: 4/27/15

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<td>7210</td>
<td>Construction Contracts</td>
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<td>Intergov Prof Svcs</td>
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<tr>
<td>Request Total</td>
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<td></td>
<td>$280,000</td>
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</table>

1a. Description of request:
Several high water events occurred between November of 2014 and January of 2015 which resulted in damages to the flood control system in three locations: Bertrand Creek levees, de Boer Culvert/tide gate and Marine Drive Levee. This request provides supplemental budget to implement repair projects at each of these sites during the 2015 construction season.

1b. Primary customers:
Diking district #4, floodplain residents, Marietta residents and the general public

2. Problem to be solved:
Several high water events caused the following damages and associated impacts:

The Bertrand Creek Levees sustained damage in several locations on both banks. While neither levee washed out completely, future flood events will result in additional damage to the levee and will likely result in a full levee breach if no action is taken. This would potentially increase the frequency and magnitude of approximately 1000 acres of prime farmland, which could severly impact production in these areas. The Bertrand Creek levees are eligible for repair under the US Army Corps of Engineers PL 84-99 program, so the funding requested is for the FCZD's cost-share towards the project, estimated at $100,000.

The de Boer culvert/tide gate is one of three outlets for floodwaters that overtop the Bertrand levees and flow down the west overflow corridor. The culvert runs through a levee that was washed out during this past winter's high water events, so about 350 acres of farmland and the access road to the PUD's intake are subject to very frequent flooding; we estimate that the area starts to flood when the river is about 10 feet lower than when the levee is in place. The cost estimate for this project is $200,000.

The Marine Drive Levee sustained damage to the crest and backslope; in places the levee crest has been locally lowered resulting in more frequent overtopping and potential flood impacts. This levee provides flood protection to Marietta, Marine Drive and Slater Road during very frequent flood events. The cost estimate for repairs to the levee is $100,000.

3a. Options / Advantages:
The no action alternative has been considered but ruled out as without a reliable flood control system, the impacts to residents, farmers, the local economy and the general public would be unacceptable.

3b. Cost savings:
The Bertrand Creek levees will be constructed by the USACE and they will contribute 80%, so we will be getting a project that is estimated at approximately $500,000, constructed for $100,000.
4a. Outcomes:
The goal is to construct repair projects at all three sites this summer/fall so they are complete before the next construction season.

The USACE is securing funding for the Bertrand repairs, and as long as there are no problems at their end this project should be complete by the fall.

Permitting and design of the de Boer culvert/tide gate is underway and construction is being planned for the fish window (mid-July to September), as long as there are no delays through the permitting process and bids fall within budgeted amount.

Detailed design and permitting for the Marine Drive Levee repair has not yet started due to competing priorities, but our intent is to construct it this fall.

4b. Measures:
Success will be measured by completion of project construction.

5a. Other Departments/Agencies:
Yes, Diking District #4 is the local sponsor for the Bertrand Creek levees and de Boer culvert/tide gate. Consistent with the the FCZD Construction Cost Share Program, local sponsors will contribute 30% of the cost to the FCZD for each of these projects. The Public Utility District will also be contributing $10,000 to the de Boer project, which will reduce the diking districts cost-share accordingly.

The Washington Department of Fish and Wildlife is the property owner for the Marine Drive Levee and will contribute 30% of the cost of this repair.

5b. Name the person in charge of implementation and what they are responsible for:
The USACE is responsible for federal and state permitting and construction of the Bertrand Creek levee repairs.

6. Funding Source:
The Flood Control Zone District fund balance
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES
Originator: SM 4/30/15
Division Head:
Dept. Head: 8/3/15
Prosecutor:
Purchasing/Budget:
Executive:

TITLE OF DOCUMENT: Public Hearing and Resolution regarding Community Development Block Grant application.

ATTACHMENTS: Memorandum, Resolution, Opportunity Council memo dated 4/16/15; Block Grant Program Fact Sheet, and CDBG Public Hearing Handout

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

Should Clerk schedule a hearing? ( X ) Yes ( ) NO
Requested Date: May 26, 2015

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

Resolution in support of an application for a WA Department of Commerce Community Development Block Grant, which funds are to be used for construction of the additional multi-purpose building at the East Whatcom Regional Resource Center. The Opportunity Council, as grant subrecipient, will lead this project.

Public Hearing Notice language:
NOTICE IS HEREBY GIVEN that a public hearing will be held by the Whatcom County Council in the Council Chambers, Whatcom County Courthouse, 311 Grand Avenue, Bellingham, on Tuesday, May 26, 2015 at 7:00 p.m., regarding a Resolution authorizing an application for a Community Development Block Grant. This Resolution would authorize the County Executive to submit an application to the State of Washington Community Development Block Grant program, to request up to $750,000 to be passed through to Opportunity Council for construction of a multi-purpose building at the East Whatcom Regional Resource Center. The purpose of the public hearing is to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities, particularly from low- and moderate-income persons and persons residing in Whatcom County. Grant dollars may be made available to Whatcom County on a statewide basis to fund public facilities, housing, economic development or community facility projects that principally benefit low- and moderate-income persons. The draft application for the CDBG General Purposes grant will be available for review at the Whatcom County Executive’s office, Suite 108, 311 Grand Avenue, Bellingham, after May 14. Comments may also be submitted in writing to the Whatcom County Council until the public hearing has been closed.

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: Whatcom County Executive Jack Louws  
And Whatcom County Council Members

From: Suzanne Mildner, Grant Coordinator

Subject: CDBG Grant Application and Required Resolution for Washington State Department of Commerce, on behalf of Opportunity Council

Date: May 4, 2015

At the County Council’s April 28th Finance Committee meeting, the Opportunity Council, together with leaders from the East Whatcom community, presented and received Council committee support for a project proposal involving the construction of a multi-use building expansion for the East Whatcom Regional Resource Center. This proposal also involves the submission of a grant application to the Washington State Department of Commerce for a CDBG General Purpose grant.

According to the grant requirements, a Resolution authorizing submission of the grant application must be approved by the County Council prior to the application deadline, which is June 1, 2015. Additionally, a public hearing must be conducted in order to allow for community input on the grant application.

Attached is the Resolution for Council review, and if approved, it will allow County Executive Jack Louws to sign and submit a grant application to the Washington State Department of Commerce for a CDBG grant in the amount of up to $750,000.00 for allocation to this project. This is a pass-through grant which will be administered by the Opportunity Council.

Please contact me at extension 50118 should you have any questions.

Thank you.
RESOLUTION NO______
APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

WHEREAS, Whatcom County is authorized to apply to the state Department of Commerce for a Community Development Block Grant (CDBG); and

WHEREAS, Whatcom County has identified a community development and housing priority need for which to seek CDBG funding; and

WHEREAS, it is necessary that certain conditions be met to receive CDBG funds;

NOW, THEREFORE, be it resolved that Whatcom County authorizes submission of this application to the state Department of Commerce to request $750,000 and any amended amounts to fund construction of an additional multi-purpose building at the East Whatcom Regional Resource Center, in coordination with the Opportunity Council, and certifies that, if funded, it:

Will comply with applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable state and federal laws;

Has provided and will provide opportunities for citizen participation that satisfy the CDBG requirements of 24 CFR 570.486;

Will not use assessments against properties owned and occupied by low- and moderate-income persons or charge user fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner-occupants;

Has established or will establish a plan to minimize displacement as a result of activities assisted with CDBG funds; and assist persons actually displaced as a result of such activities, as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

Will provide opportunities for citizens to review and comment on proposed changes in the funded project and program performance;

Has adopted or will adopt a policy(s) to reduce greenhouse gas emissions in accordance with RCW 70.235.070 and certifies this project will adhere to this policy(s);
Will conduct and administer its program in conformance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, will affirmatively further fair housing (Title VIII of the Civil Rights Act of 1968); and

Has adopted and enforces a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and has adopted and implemented a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction, in accordance with Section 104(1) of the Title I of the Housing and Community Development Act or 1974, as amended;

Whatcom County designates Jack Louws, County Executive, as the authorized Chief Administrative Official and the authorized representative to act in all official matters in connection with this application and Whatcom County’s participation in the Washington State CDBG Program.

APPROVED this _____ day of ____________, 2015.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

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

APPROVED AS TO FORM:

Daniel L. Gibson
Civil Deputy Prosecutor
To:          Whatcom County Council and County Executive
From:        Dave Finet, Executive Director
             Opportunity Council
Date:        April 16, 2015
Subject:     Development of a multi-use building at the East Whatcom
             Regional Resource Center

Concept overview: Opportunity Council, in support of the East Whatcom
Community Council, the Foothills Food Bank and the East Whatcom community, would like to
propose that Whatcom County and Opportunity Council collaborate to develop a
multi-use building on the East Whatcom Regional Resource Center site.

Grant opportunity: A grant of $750,000 is available for the capital costs of
construction from the WA State Department of Commerce Community Development
Block Grant (CDBG) General Purpose Grant Program.

Council action requested: Opportunity Council requests Council’s endorsement of
the idea that Whatcom County consider applying for up to $750,000 in CDBG capital
grant funding. If Council approves, Opportunity Council will work with the County
Executive’s Office to prepare a CDBG application in time for the June 1, 2015 submittal
deadline.

Multi-use building concept: The proposed multi-use building would have four
primary functions:
   1. Storage and distribution center for the Foothills Food Bank
   2. Indoor/outdoor recreational area for youth
   3. Expanded area for community events
   4. Columbia Valley farmers market site

Preliminary estimates of need for covered space is 12,000 square feet with a cost
between $1.5 million and $2 million. To develop the proposed project, the following
funding sources have been identified and should be considered:
   • Community Development Block Grant general purpose
   • USDA Rural Communities funding
   • Community facilities fund WA State Dept. of Commerce
   • Capital campaign
   • Community Development Block Grant planning only grant
   • Whatcom Community Foundation

East Whatcom Regional Resource Center background history: In October 2011,
Whatcom County completed the first phase of construction of the East Whatcom
Regional Resource Center, based on a master plan developed during eight years of
community involvement and County leadership. Whatcom County requested that
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Opportunity Council, the local community action agency, manage and operate the center and develop programs and services to meet the needs of the underserved East Whatcom Community and, more specifically, the Columbia Valley. Since October 2011, Opportunity Council has contracted with Whatcom County to operate and manage the center.

Since 2011, Opportunity Council has leveraged the funding necessary to provide a variety of services and coordinate with other nonprofits and community-based organizations to help meet local citizens’ needs in the East Whatcom community.

Three and one-half years later, the East Whatcom Regional Resource Center (EWRRC) has become a busy community center, seeing over 200 families per month, with fifty percent of those families coming to the center for services for the first time. In addition to information and referral provided daily by Opportunity Council, the EWRRC serves as a meeting place for service clubs, local government agencies, faith-based organizations and for other social events.

In addition, on the second Saturday of each month, the Foothills Food Bank, East Whatcom Community Council, Opportunity Council, Bellingham Food Bank and Food Lifeline coordinate with 20 to 30 volunteers to distribute perishable food to an average of 105 households. The “mobile food pantry project’ is targeted to areas of Washington State like the Foothills area that are considered a food desert. The Foothills area also has one of the highest percentages of children who access the free and reduced-price lunch program, 68 percent of Kendall Elementary School students.

Recent strategic planning: The East Whatcom Community Council and Foothills Food Bank boards of directors have recently executed strategic planning processes. The top priorities identified by the East Whatcom Community Council are the need for increased food access and youth recreational opportunities. The Foothills Food Bank collaborated with the Whatcom County Health Department, Whatcom Farm-to-School, Opportunity Council and Bellingham Food Bank to conduct a Foothills Food Summit that helped inform the Foothills Food Bank’s strategic planning process, and the top priorities identified were the need for increased food access and a new storage and distribution center, ideally located at the EWRRC.

Food access, hunger relief and food security: The Foothills Food Bank distributes food one day per week, serving over 600 individuals each week and over 30,000 individuals over the course of the year. Based on focus groups and provider feedback, there is increasing need to expand the number of days the food bank operates and to provide the better access to fresh produce and other perishable foods. The current food bank location at St. Peter’s Church will not allow for expansion of the storage or distribution area, lacks refrigerator/freezer space, and is not located at a Whatcom Transit Authority stop. The current location also lacks the storage capacity for expanding distribution of perishable food such as fruits, vegetables, meat, dairy and frozen food products.
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To accommodate current and future needs, the Foothills Food Bank needs approximately 4,000 square feet that would include the following:

- Walk-in cooler
- Walk-in freezer
- Bulk food storage area
- Food distribution area
- Produce and storage container cleaning station
- Two ADA compliant restrooms

The Foothills Food Bank space would likely be a strong contender during this year's CDBG General Purpose Grant competition administered by WA Department of Commerce.

Youth recreation space: An ongoing theme of East Whatcom Community Council meetings since its inception in 2012 has been the need to expand recreational opportunities for children. Youth activities have been a top priority since the regional resource center concept was birthed back in 2001-2002 but were not accommodated in the first phase of construction of the EWRRC. The current building was not designed to accommodate sports activities such as basketball, volleyball or other indoor sports that necessitate high ceilings and surfaces that can take the punishment many indoor sports require. Another factor that necessitates additional youth activity space is the existing space can be partitioned with some portion of the space scheduled for use by the community between 9:00 am and 10:00 pm.

A covered area approximately 8,000 square feet would accommodate a full size basketball court that could also be used for a variety of other youth and community activities. The space would be an indoor/outdoor space with roll-up doors and radiant heaters to take the chill off for use during inclement weather. This space would double as a community gathering space for a Foothills farmer/vendor market and would expand the possibilities for community events such as concerts, weddings, family reunions and class reunions.

For more information about this opportunity to pursue up to $750,000 from the Washington Department of Commerce CDBG General Purpose Grant program, please see the attached Fact Sheet and more information at:

www.commerce.wa.gov/Programs/Infrastructure/CDGB-Program-Overview/Pages/default.aspx
Community Development Block Grant Program (CDBG)

Helping rural communities with projects that benefit low- and moderate-income persons

The Washington State CDBG Program offers six grant funds:

**General Purpose Grants** $8,500,000
For public infrastructure, community facilities, affordable housing, or economic development

**Economic Opportunity Grants** $9,000,000
For state and local priority economic development and energy related projects that promote vibrant rural communities

**Planning-Only Grants** $240,000
For planning activities that improve community services, public safety or further strategic planning

**Housing Enhancement Grants** $200,000
For off-site infrastructure or the community facility component of a state housing trust fund project

**Imminent Threat Grants** $100,000
For unanticipated emergencies posing a serious immediate threat to public health and safety

**Public Services Grants** $1,500,000
For county and community action agencies to fund new or expanded services to lower income persons

2015 funding levels are contingent upon federal allocation

**Fast Facts**

- Commerce receives an estimated $11 million annual CDBG allocation from the U.S. Department of Housing and Urban Development (HUD)

- Maximum grants are generally $1 million for construction; $500,000 for housing rehabilitation; and $35,000 for planning

- Since 1982 the CDBG program has distributed $456 million to rural cities, towns and counties

- Statutory Authority: Title 1, Housing and Community Development Act of 1974 (Federal)

**Contact Information:**
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Fax: (360) 586-8440
Email: kaaren.roe@commerce.wa.gov
Web: www.commerce.wa.gov/cdbg
**HUD National Objectives**

CDBG project activities must meet one of three HUD National Objectives:

- Principally benefits low-and moderate-income persons
- Aids in the prevention or elimination of slums or blight
- Addresses imminent threat to public health or safety

**CDBG Eligibility Guidelines**

Eligible applicants are Washington State cities/towns with less than 50,000 in population and not participating in a CDBG entitlement urban county consortium; and counties with less than 200,000 in population. Eligible cities/towns and counties are listed on the CDBG website.

Special purpose districts, public housing authorities, community action agencies, economic development councils, other non-profit organizations, and Indian tribes are not eligible to apply directly to the state CDBG Program for funding, but may be a partner in projects and subrecipient of funding with an eligible city/town or county applicant.

Applicants may submit one request per fund each program year. Exception: An eligible city/town or county may apply for a second General Purpose Grant if one application is for a local microenterprise assistance program.

Application materials and due dates are on the CDBG website.
Federal Citizen Participation Requirements
For Local Government Applicants to the State CDBG Program

Federal Regulations 24 CFR 570.486 (a)

(a) Citizen participation requirements of a unit of general local government. Each unit of general local government shall meet the following requirements as required by the state at Sec. 91.115(e) of this title.

(1) Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used;

(2) Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to the unit of local government’s proposed and actual use of CDBG funds;

(3) Furnish citizens information, including but not limited to:

(i) The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income);

(ii) The range of activities that may be undertaken with the CDBG funds;

(iii) The estimated amount of the CDBG funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons; and

(iv) The proposed CDBG activities likely to result in displacement and the unit of general local government’s anti-displacement and relocation plans required under Sec. 570.488.

(4) Provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing proposals in accordance with the procedures developed by the state. Such assistance need not include providing funds to such groups;

(5) Provide for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens’ views and responding to proposals and questions. Together the hearings must cover community development and housing needs, development of proposed activities and a review of program performance. The public hearings to cover community development and housing needs must be held before submission of an application to the state. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate;

(6) Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the unit of general local government’s application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state.

(7) Provide citizens the address, phone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances, within 15 working days where practicable.