**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>CLEARANCES</th>
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**TITLE OF DOCUMENT:**
Ordinance establishing the Wildlife Advisory Committee

**ATTACHMENTS:**

**SEPA review required?** ( ) Yes ( ) NO
**SEPA review completed?** ( ) Yes ( ) NO
**Should Clerk schedule a hearing?** ( ) Yes ( ) NO

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

**COMMITTEE ACTION:**
5/26/2015: Amended, discussed and held in Committee

**COUNCIL ACTION:**
5/26/2015: Held in Committee

<table>
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<th>Related County Contract #:</th>
<th>Related File Numbers</th>
<th>Ordinance or Resolution Number</th>
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Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
ORDINANCE NO. ________

ESTABLISHING WHATCOM COUNTY CODE 2.118, CREATING THE WHATCOM COUNTY WILDLIFE ADVISORY COMMITTEE

WHEREAS, the Washington State Growth Management Act (GMA) requires Whatcom County to engage in comprehensive land use planning; and

WHEREAS, the GMA indicates that Whatcom County’s comprehensive land use planning efforts should foster land use patterns and develop a local vision of rural character that will be compatible with the use of the land by wildlife and for fish and wildlife habitat; and

WHEREAS, goal nine (9) of the GMA, in Revised Code of Washington (RCW) 36.70A.020, is to retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities; and

WHEREAS, in RCW 36.70A.160, the GMA directs local governments to identify open space corridors within and between urban growth areas useful for recreation, wildlife habitat, trails and connections between critical areas; and

WHEREAS, habitat conservation areas must be identified, designated and protected through the use of best available science, according to RCW 36.70A.172; and

WHEREAS, goal eleven (11) of the GMA is to encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts; and

WHEREAS, Whatcom County is required by RCW 36.70A.130(1) to regularly review and update the comprehensive plan, with the latest update due by June 30, 2016; and

WHEREAS, Whatcom County staff recommends revisions and amendments based on several elements and objectives, including updating the narrative and policies to address current issues and planning initiatives or to reflect new policy direction; and
WHEREAS, Whatcom County citizens have expressed to the County Council their desire for the County to incorporate wildlife management and conservation planning for fish and wildlife habitat into the Whatcom County land use planning process; and

WHEREAS, the Whatcom County Council would benefit from the advice and recommendations of those with background and technical expertise, including but not limited to, in wildlife management, conservation science, and wildlife biology and citizen science, when making land use policy decisions.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 2.118, creating the Whatcom County Wildlife Advisory Committee, is hereby established as outlined in Exhibit A of this ordinance.

ADOPTED this ___ day of __________, 2015.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved       ( ) Denied

Date Signed: __________________________
EXHIBIT A

Chapter 2.118
WILDLIFE ADVISORY COMMITTEE

Sections:
2.118.010 Established
2.118.020 Purpose
2.118.030 Function
2.118.040 Qualifications
2.118.050 Membership
2.118.060 Term of Office
2.118.070 Organization – Meetings
2.118.080 Committee Staffing

2.118.010 Established.
The Wildlife Advisory Committee is hereby established.

2.118.020 Purpose.
The committee will advise the Whatcom County Planning and
Development Services Department staff and the Whatcom County Council
on the value of wildlife and habitat management issues as they relate to
the Whatcom County Comprehensive Plan, with the goal of integrating
wildlife management and protection into the community planning process.

2.118.030 Function.

A. The committee will provide recommendations on integrating wildlife
management and protection issues relative to fulfilling goal nine (9) of
the Washington State Growth Management Act (GMA): to retain open
space, enhance recreational opportunities, conserve fish and wildlife
habitat, increase access to natural resource lands and water, and
develop parks and recreation facilities. The full committee shall provide
an annual report once each calendar year beginning in 2016.

B. It is understood that the community has limited resources, it is unlikely
that it will be possible to treat all species equally, competing interests
exist between humans and the natural environment, and competing
interests exist between one local native species and another.
Therefore, the committee will make recommendation as how best to
balance these competing interests and ideally will provide a cost benefit
analysis associated with each recommendation.

BC. The Technical Advisory sub-committee, as defined in Section
2.118.050(B), will:

i. Prior to the end of 2015, develop the initial inventory,
characterization, and assessment, which includes an analysis of
risk, of existing ecosystem conditions (Existing Condition Report), and to make management recommendations using best available science that will provide appropriate habitat conditions for local species, with an emphasis on biodiversity and healthy ecosystem processes and functions. This may include recommendations regarding wildlife corridors, landscape ecological planning, wildlife management, avoiding human/wildlife conflict.

ii. Continue to provide periodic updates to the Existing Condition Report or to address technical questions from the Whatcom County Council, Whatcom County staff, or the Wildlife Management Committee.

2.118.040 Qualifications.
To qualify for County Council appointment to fill any vacancy on a board, committee, or commission, a person shall be a qualified registered voter and be a resident of the district or a member or employee of the agency or group he or she is appointed to represent.

2.118.050 Membership.
A. The committee shall consist of 11 members.
B. The County Council will appoint seven of the 11 members following the adoption of this ordinance to serve as a Wildlife Technical Advisory sub-committee of the full Wildlife Advisory Committee. These seven members will have technical expertise in wildlife and habitat management or current or past professional experience such as, but not limited to, at least one of the following: wetlands manager, wildlife biologist, population biologist, natural resources manager, watershed scientist, conservation specialist, urban forestry protection, and citizen science. Two of these seven members may be tribal representative.
C. The Whatcom County Council will appoint the remaining four members during its annual board and committee appointment process in January 2016.
D. The committee members shall serve without compensation.

2.118.060 Term of Office.
A. Initial Staggered Terms:
   i. Three of the initial seven Technical Members shall initially serve a term ending on January 31, 2018.
   ii. Four of the initial seven Technical Members shall initially serve a term ending on January 31, 2019.
B. Thereafter, all eleven (11) member terms will be four years.
2.118.070 Organization – Meetings.

A. Meetings of the committee shall be open and accessible to the public and shall be subject to the Open Public Meetings Act.

B. The committee shall determine its own meeting schedule, but shall meet at least monthly.

C. The committee shall be responsible for taking complete and accurate written records.

D. Whatcom County staff shall be responsible for assuring the meetings are audio recorded.

E. Written and audio recordings of meetings, resolutions, findings, and recommendations shall be kept, and such records shall be public.

F. The committee shall comply with Whatcom County Code 2.03 – Boards and Commissions.

G. The committee shall adopt its own rules and procedures for the conduct of business.

H. The committee shall elect a chairperson from among its members who shall preside at its meetings.

2.118.080 Committee Staffing.

A. The Whatcom County Planning and Development Services Department and Whatcom County Public Works Department shall provide geographic information system (GIS) data and other information to the committee as requested.

B. The Whatcom County Planning and Development Services Department and the Whatcom County Public Works Department shall provide technical assistance and assist with meeting coordination.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Annual update from the Commission Against Domestic Violence

**ATTACHMENTS:**

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<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
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<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
Annual update from the Commission Against Domestic Violence

**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.
June 2015

The Commission consists of 14 government and 14 community members. Government officials are designated by government position. Community members are selected by the Mayor and the County Executive from among members of the community who have an interest in, or are impacted by, domestic violence.

(14) Designated Government Representatives

<table>
<thead>
<tr>
<th>Term Exp.</th>
<th>Name</th>
<th>Community Position</th>
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<tbody>
<tr>
<td>January 31, 2016</td>
<td>Michael Knapp</td>
<td>Selected Police Chief-Whatcom County Cities</td>
</tr>
<tr>
<td>January 31, 2016</td>
<td>Linda Quinn</td>
<td>Selected Superintendent-Whatcom Co. School Districts</td>
</tr>
<tr>
<td>January 31, 2017</td>
<td>Laurie Alexander</td>
<td>Designated Representative of DSHS/DCFS</td>
</tr>
<tr>
<td>January 31, 2018</td>
<td>Mike Riber</td>
<td>Designated Representative of DSHS/CSO</td>
</tr>
<tr>
<td>January 31, 2019</td>
<td>Mayor Gary Jensen</td>
<td>Designated Representative-Whatcom County Cities</td>
</tr>
<tr>
<td>N/A</td>
<td>Bruce Van Glubit</td>
<td>Whatcom County Probation Administrator</td>
</tr>
<tr>
<td>N/A</td>
<td>Dave Reynolds</td>
<td>Whatcom County Superior Court Administrator</td>
</tr>
<tr>
<td>N/A</td>
<td>Regina Delahunt</td>
<td>Whatcom County Health Department Director</td>
</tr>
<tr>
<td>N/A</td>
<td>William Elfo</td>
<td>Whatcom County Sheriff</td>
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<tr>
<td>N/A</td>
<td>Clifford Cook</td>
<td>Bellingham Police Chief</td>
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<tr>
<td>N/A</td>
<td>Dave McEachran</td>
<td>Whatcom County Prosecutor</td>
</tr>
<tr>
<td>N/A</td>
<td>Jon Komorowski</td>
<td>Whatcom County Public Defender</td>
</tr>
<tr>
<td>N/A</td>
<td>Darlene Peterson</td>
<td>Bellingham Municipal Court Administrator</td>
</tr>
<tr>
<td>N/A</td>
<td>Peter Ruffatto</td>
<td>Bellingham City Attorney</td>
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(7) County Community Appointments

<table>
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<tr>
<th>Term Exp.</th>
<th>Name</th>
<th>Community Position</th>
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<tr>
<td>January 31, 2016</td>
<td>Jolie Rhinehart</td>
<td>Major Employer</td>
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<tr>
<td>January 31, 2016</td>
<td>Karen Burke</td>
<td>Domestic Violence Victim Service Provider</td>
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<td>January 31, 2017</td>
<td>Mary Dumas</td>
<td>Community at Large</td>
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<td>January 31, 2018</td>
<td>Christina Kobdish</td>
<td>Health Care Provider</td>
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<tr>
<td>January 31, 2018</td>
<td>Kathy McNaughton</td>
<td>Human Service Provider</td>
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<td>January 31, 2019</td>
<td>Vacant</td>
<td>Community at Large</td>
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<tr>
<td>January 31, 2019</td>
<td>Beth Boyd</td>
<td>Human Service Provider</td>
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(7) City Community Appointments

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<tr>
<td>January 31, 2017</td>
<td>Katie Plewa</td>
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<td>January 31, 2018</td>
<td>Greg Winter</td>
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<tr>
<td>January 31, 2018</td>
<td>Rick Qualis</td>
<td>Community at Large</td>
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<tr>
<td>January 31, 2019</td>
<td>Darla Woolman</td>
<td>Health Care Provider</td>
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<tr>
<td>January 31, 2019</td>
<td>Alan Artman</td>
<td>Major Employer</td>
</tr>
</tbody>
</table>
Domestic Violence is not acceptable in Whatcom County

OUR MISSION
Providing leadership in our community’s efforts to reduce and prevent domestic violence

OUR VISION AND VALUES
a community safe from physical, emotional, and sexual violence
victim safety and offender accountability
holistic, community-based solutions
cultural competency and relevance

OUR CORE ACTIVITIES
cultivate strong partnerships
host trainings and conferences for community professionals
utilize research and data to identify new, effective approaches and to evaluate project outcomes

Strategic Goals 2015-2018

Engage the community

to prevent domestic violence through increasing public consciousness of its impact, local resources, and effective interventions

Promote best practices

in the community response, with a focus on high risk and high lethality domestic violence

Increase capacity

in the community to address domestic violence as it impacts children and youth

Explore an expansion

of our mission to include sexual violence that occurs outside of an intimate partner relationship

Bellingham - Whatcom County Commission Against Domestic Violence

1407 Commercial Street, Bellingham, WA 98225
360.312.5700 | www.dvcommission.org

Learn More: www.dvcommission.org
DV Commission Strategic Plan

Strategic Goal:
Engage the community to prevent domestic violence through increasing public consciousness of its impact, local resources, and effective interventions

Example: Responding to Domestic Violence: A Toolkit for Faith Communities in Whatcom County
Each year, more abuse victims, perpetrators, and family members seek help from clergy and religious leaders than all other helping professionals combined.

Strategic Goal:
Promote best practices in the community response, with a focus on high risk and high lethality domestic violence

Example: DV High Risk Team (DVHRT)
Currently, the DVHRT is monitoring 19 high risk offenders in Whatcom County. Formed in 2014, the DV High Risk Team is the only one of its kind in the State of Washington.

Strategic Goal:
Increase capacity in the community to address domestic violence as it impacts children and youth

Example: Our Gender Revolution Summit
SEPTEMBER 29th, 2015! This teen summit will connect students to talk about what we can do to END gender-based violence, promote gender equality, and build a more just world. Teams of students from every middle and high school in Whatcom County will convene at Western Washington University for this full day of activities, games, food, discussion, and fun. Topics will include: Healthy Relationships, Consent, Dating Violence, Bystander Intervention, and more.
WHATCOM COUNTY COUNCIL AGENDA BILL

Clearances

Originator: Browne

Division Head: 

Dept. Head: 10.2.15

Prosecutor: 

Purchasing/Budget: 

Executive:

Title of Document:
Presentation by Mike Morse, President of Morse Steel Service

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.)
The Council's Finance and Administrative Services Committee is hosting several business presentations throughout the year to gain greater awareness and understanding of a variety of Whatcom County businesses and their impact on our local economy. Presentations are 10-15 minutes in length and have been scheduled and facilitated with the assistance of the Port of Bellingham Economic Development Division.

Committee Action:

Council Action:

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

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WHATCOM COUNTY COUNCIL AGENDA BILL

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| Originator: | MD   | 5/15/15 |                         | 5/26/15     | Introduction |
| Division Head: |      |         |                         | 6/9/15      | Finance Com/ Council |
| Prosecutor: | KAF  | 5/15/15 |                         |             |              |
| Purchasing/Budget: | NDA | 5/15/15 |                         |             |              |
| Executive: |      | 5/18/15 |                         |             |              |

TITLED OF DOCUMENT:
AN ORDINANCE AUTHORIZING AN INTERFUND LOAN TO CONTINUE FINANCING OF CENTRAL PLAZA BUILDING

ATTACHMENTS:
Proposed Ordinance
Memo

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

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

This ordinance authorizes an $895,317 loan at 1% from the Whatcom County Equipment Rental and Revolving Fund (ER&R) to the General Fund. The loan continues financing of the Central Plaza Building from ER&R for an additional three years.

COMMITTEE ACTION:

COUNCIL ACTION:
5/26/2015: 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: Jack Louws, County Executive
FROM: Brad Bennett, Finance Manager
DATE: May 15, 2015

SUBJECT: Interfund Loan Ordinance to Continue Financing of Central Plaza Building

Attached is a proposed interfund loan ordinance that will continue Equipment Rental and Revolving Fund financing of the Central Plaza Building for an additional three years. The original three year interfund loan was authorized with ordinance 2009-49. It was renewed for three more years with ordinance 2012-026. The proposed ordinance provides for an $895,317 loan at 1% interest. The maturing loan has been earning interest at 1%; our county investments are continuing to earn less than 1% interest. Annual payments of $124,000 including interest and principal will be made from the REET I Fund.

Thank you.
ORDINANCE NO. __________
AN ORDINANCE AUTHORIZING AN INTERFUND LOAN
TO CONTINUE FINANCING OF CENTRAL PLAZA BUILDING

WHEREAS, the Whatcom County purchased the Central Plaza Building, 215 North Commercial Street, Bellingham, Washington in 2009; and

WHEREAS, the Whatcom County Council authorized an interfund loan from the Whatcom County Equipment Rental and Replacement Fund (ER&R Fund) to finance the purchase with ordinance 2009-049; and

WHEREAS, the original loan was renewed on July 1, 2012 with ordinance 2012-026, and

WHEREAS, the renewed interfund loan becomes due July 1, 2015; and

WHEREAS, the ER&R Fund has sufficient cash reserves to extend the loan through July 1, 2018; and

WHEREAS, the county wishes to delay issuing bonds until interest rates available for county investments return to traditional levels; and

WHEREAS, Whatcom County’s average rate of return on investments in the first quarter of 2015 was 0.61%; and

WHEREAS, the balance of the interfund loan on July 1, 2015 will be $895,317, and

WHEREAS, on an interim basis, it is in the best interest of Whatcom County to continue to finance the Central Plaza debt utilizing an interfund loan from the ER&R Fund.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a loan shall be made from the ER&R Fund (fund #501) to the General Fund (fund #001) in the amount of $895,317 at a rate of 1% annual interest. Payments of $124,000 including interest and principal shall be made annually on July 1st. Repayment in full shall be made from the issue of general obligation bonds or other financing sources and/or funds available for capital purposes on or before July 1, 2018.
ADOPTED this _____ day of __________________, 2015.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Council Chair

APPROVED as to form:

( ) Approved ( ) Denied

Karen Frakes

Jack Louws, Executive

Senior Deputy II
## TITLE OF DOCUMENT:
AN ORDINANCE AUTHORIZING AN INTERFUND LOAN TO CONTINUE FINANCING OF ASSESSOR TREASURER SYSTEM

### ATTACHMENTS:
- Proposed Ordinance
- Memo

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**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 ordinance authorizes a $541,760 loan at 1% from the Whatcom County Equipment Rental and Revolving Fund (ER&R) to the General Fund. The loan continues financing of the new Assessor Treasurer system from ER&R for an additional four years.

### COMMITTEE ACTION:

### COUNCIL ACTION:
5/26/2015: 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](http://www.co.whatcom.wa.us/council).*
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Brad Bennett, Finance Manager
DATE: May 15, 2015

SUBJECT: Interfund Loan Ordinance to Continue Financing of Assessor Treasurer System

Attached is a proposed interfund loan ordinance that will continue Equipment Rental and Revolving Fund financing of the new Assessor Treasurer System for an additional four years. The loan will be paid in full at the end of four years. The original three year interfund loan was authorized with ordinance 2009-48. It was renewed for three more years with ordinance 2012-027. The proposed ordinance provides for a $541,760 loan at 1% interest. The maturing loan has been earning interest at 1%; our county investments are continuing to earn less than 1% interest. Annual payments of $129,000 including interest and principal will continue to be made from the General Fund.

Thank you.
ORDINANCE NO. ______
AN ORDINANCE AUTHORIZING AN INTERFUND LOAN
TO CONTINUE FINANCING OF ASSESSOR TREASURER SYSTEM

WHEREAS, Whatcom County replaced the county’s Assessor Treasurer Software System in 2009; and

WHEREAS, the Whatcom County Council authorized an interfund loan from Whatcom County Equipment Rental and Revolving Fund (ER&R Fund) to finance the new system with ordinance 2009-048; and

WHEREAS, the original loan was renewed on July 1, 2012 with ordinance 2012-027, and

WHEREAS, the renewed interfund loan becomes due July 1, 2015; and

WHEREAS, the ER&R Fund has sufficient cash reserves to extend the loan through July 1, 2019; and

WHEREAS, the county wishes to delay issuing bonds until interest rates available for county investments return to traditional levels; and

WHEREAS, Whatcom County’s average rate of return on investments in the first quarter of 2015 was 0.61%; and

WHEREAS, the balance of the interfund loan on July 1, 2015 will be $541,760; and

WHEREAS, on an interim basis, it is in the best interest of Whatcom County to continue to finance the new Assessor Treasurer Software utilizing an interfund loan from the ER&R Fund.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a loan shall be made from the ER&R Fund (fund #501) to the General Fund (fund #001) in the amount of $541,760 at a rate of 1% annual interest. Payments of $129,000 including interest and principal shall be made annually on July 1st. Repayment in full shall be made from the issue of general obligation bonds or other financing sources and/or funds available for capital purposes on or before July 1, 2019.
ADOPTED this _____ day of ____________________, 2015.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Council Chair

APPROVED as to form:

( ) Approved  ( ) Denied

Karen Frakes
Senior Deputy II

Jack Louws, Executive
Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2015 Local Solicitation

As required by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, the Edward Byrne Memorial Justice Assistance Program FY2015 Local Solicitation is made available to the Whatcom County Council for its review and comment and to citizens for public review and comment.

Total grant application of $14,655.00 is requested by the Whatcom County Sheriff’s Office to provide enhanced ballistic protection and increase officer safety. Ballistic vests are essential personal protective gear required to be worn by members of the Sheriff’s Office.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
DATE: June 1, 2015
RE: Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2015 Local Solicitation

Enclosed for your review and council review is one original application for Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2015 Local Solicitation.

Total grant application of $14,655 is requested by Whatcom County to provide enhanced ballistic protection and increase officer safety. Ballistic vests are essential personal protective gear required to be worn by members of the Sheriff’s Office.

Grant agreement will be routed for signatures upon award.

Please contact Undersheriff Parks at extension 50418 if you have any questions regarding the terms of this agreement.

Thank you.

enclosure
Whatcom County Sheriff's Office
2015 Edward Bryne Memorial JAG Program
FY 2015 Local Solicitation

Review Narrative

The Whatcom County Sheriff's Office intends to make its Fiscal Year 2015 JAG application available to the Whatcom County Council for its review and comment on June 9, 2015.

The application has not yet been made available for public review and comment. The Whatcom County Sheriff's Office will make its Fiscal Year 2015 JAG application available to citizens for comment at the Whatcom County Council meeting on June 9, 2015.

Applicant Disclosure of Pending Applications

The Whatcom County Sheriff's Office does not have any pending applications for federal funding to cover the same costs of the proposed program.
Whatcom County Sheriff's Office
Program Abstract

Abstract

Enhanced officer safety and ballistic protection for first responders – In response to continued violent critical incidents at schools and public venues, the Whatcom County Sheriff’s Office has developed enhanced training for Active Shooter scenarios. In an effort to prepare for and provide an enhanced response to critical violent incidents, the Whatcom County Sheriff’s Office conducts ongoing training to deal with these threats and unusual situations that require an expedited response in order to save lives.

In addition to training, law enforcement must be prepared and equipped to deal with armed suspects in order to effectively mitigate the threat posed to the public. It is essential that all members of the Sheriff’s Office have sufficient ballistic resistant vests to protect them from gunfire. The Sheriff’s Office objective is to utilize allocated funds to purchase and replace current ballistic vests and improve officer safety.

Project identifiers – Equipment – Tactical, Body Armor – Ballistic Resistant, Counter Terrorism and Officer Safety.
Whatcom County Sheriff’s Office
2015 Bryne JAG grant
Program Narrative

The continued trend of violent attacks on innocent citizens at schools and public venues has reaffirmed why it is imperative that responders be trained and prepared to respond to incidents of active violence in an efficient and effective manner. The Sheriff’s Office is uniquely positioned on the international border between the US and Canada, and is subject to both domestic and international threats. This includes not only schools and public venues, but multiple federal facilities and critical infrastructure that may be the targets of violent attacks and/or terrorism. The Sheriff’s Office continues to train all deputies to deal with critical incidents, to include terrorist attacks and active shooter scenarios.

In addition to training, law enforcement officers must be provided equipment that enhances their officer safety and increases the likelihood that they will be able to carry out their duties without serious injury or loss of life.

The Sheriff’s Office intends to utilize JAG funding to purchase and replace ballistic vests that are exceeded the standard operational life. These vests are NIJ certified and met the current .06 Level IIIA standards of protection.
Whatcom County Sheriff’s Office

2015 Bryne JAG program

Budget and Budget Narrative

BUDGET

Equipment

Ballistic resistant vests $14,655.00

Total $14,655.00

Total project costs $14,655.00

BUDGET NARRATIVE

EQUIPMENT: In order to provide enhanced ballistic protection and increase officer safety, the Whatcom County Sheriff’s Office intends to purchase ballistic vests. Ballistic vests are essential personal protective items that are required to be worn by members of the Whatcom County Sheriff’s Office. The daily wear by deputies allows them to carry out their duties while protecting them from sudden violent attacks from gunfire or edged weapons.

Ballistic armor vests - The intent is to equip deputies with NIJ certified ballistic vests that are rated to stop handgun rounds, as well as some shotgun and rifle rounds. The Whatcom County Sheriff’s Office is looking to purchase the Point Blank Level IIIA ballistic vest, which is made in America. These vests are required to be worn by all deputies while on duty. The daily wear of ballistic vests by all deputies allows them to respond quickly to an active shooter incident, while providing ballistic protection and improving officer safety. The use of ballistic vests serves to increase the likelihood that they can carry out their duties and save lives, while improving the chances that they go home at the end of the day.
The U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department’s mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**  
**FY 2015 Local Solicitation**

**Eligibility**
Applicants are limited to units of local government appearing on the FY 2015 JAG Allocations List. To view this list, go to [www.bja.gov/programs/jag/15jagallocations.html](http://www.bja.gov/programs/jag/15jagallocations.html). For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff.

For additional eligibility information, see section C. Eligibility Information.

**Deadline**
Applicants must register in OJP’s Grants Management System (GMS) prior to submitting an application for this funding opportunity. Registration is required for all applicants, even those previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 8:00 p.m. eastern time on June 26, 2015.

For additional information, see “How to Apply” in Section D. Application and Submission Information.

**Contact Information**
For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 1–888–549–9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov. The GMS Support Hotline hours of operation are Monday–Friday from 8:00 a.m. to midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified
below **within 24 hours after the application deadline** and request approval to submit their application. Additional information on reporting technical issues is found under “Experiencing Unforeseen GMS Technical Issues” in the **How to Apply** section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email responsecenter@ncjrs.gov; fax to 301-240-5830; or web chat at [https://webcontact.ncjrs.gov/ncjchat/chat.jsp](https://webcontact.ncjrs.gov/ncjchat/chat.jsp). The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. You may also contact your **State Policy Advisor**.

Release date: May 12, 2015
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Edward Byrne Memorial Justice Assistance Grant (JAG) 
Program: FY 2015 Local Solicitation 
(CFDA #16.738)

A. Program Description

Overview
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is 
the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG 
Program provides states and units of local governments with critical funding necessary to 
support a range of program areas including law enforcement, prosecution and court programs, 
prevention and education programs, corrections and community corrections, drug treatment and 
enforcement, crime victim and witness initiatives, and planning, evaluation, and technology 
 improvement programs.

Program-Specific Information
JAG funds may be used for state and local initiatives, technical assistance, strategic planning, 
research and evaluation (including forensics), data collection, training, personnel, equipment, 
forensic laboratories, supplies, contractual support, and criminal justice information systems that 
will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

*Please note that JAG funding may be utilized in support of:
- Systems upgrades (hardware/software), including potential upgrades necessary for 
  state, territories, units of local government and/or tribes to come into compliance with the 
  FBI's UCR Redevelopment Project (UCRRP).
- Developing or sustaining state compatible incident based reporting systems.

Goals, Objectives, and Deliverables
The Chief Executive Officer (CEO) of an eligible unit of local government or other officer 
designated by the CEO must submit the application for JAG funds. A unit of local government 
receiving a JAG award will be responsible for the administration of the funds including: 
distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and 
performance metrics reports and semi-annual programmatic reports; and providing ongoing 
oversight and assistance to any subrecipients of the funds.

Evidence-Based Programs or Practices
OJP strongly emphasizes the use of data and evidence in policy making and program 
development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates.
- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP’s CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Crime Policy at George Mason University. In the reentry field, a summary of research-based reentry strategies is available on the National Reentry Resource Center’s What Works in Reentry Clearinghouse. BJA offers a number of program models designed to effectively implement evidence-based strategies including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense and Smart Prosecution. BJA encourages states to use JAG funds to support these "smart on crime" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

**JAG Priority Areas**
BJA recognizes that there are significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level. The following priorities represent key areas where BJA will focus nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership:

**Reducing Gun Violence**
Gun violence has touched nearly every state, county, city, town, and tribal government in America. In an effort to address this continuing need BJA encourages states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the Federal Bureau of Investigation’s (FBI) National Instant Criminal Background Check System (NICS) and provide active shooter response training to law enforcement officers and first responders.

While our nation has made great strides in reducing violent crime over the last decade, some municipalities and regions continue to experience unacceptable levels of violent crime at rates far in excess of the national average. In 2014, as part of BJA’s longstanding commitment to support effective strategies to reduce violent crime, BJA launched the Violence Reduction Network. By the end of FY 2015, 10 VRN sites, working with a broad network of federal, state, and local partners will be implementing data-driven evidence-based strategies to reduce deeply entrenched violent crime in those communities. SAAs and localities with VRN sites are strongly
encouraged to join the VRN and help address funding gaps in violence reduction efforts in those
communities. For information on VRN, see www.bja.gov/Programs/VRN.html.

Body-Worn Cameras, Storage, and Policies
Over the past several years, law enforcement agencies across the country have begun
equipping their officers with body-worn cameras (BWCs). The important benefits of BWCs, and
the challenges in implementing BWC programs, are highlighted in several recent publications:
see the Office of Justice Programs’ Diagnostic Center report Police Officer Body-Worn
Cameras: Assessing the Evidence, and the COPS Office and Police Executive Research Forum
paper, Implementing A Body-Worn Camera Program: Recommendations and Lessons Learned.

JAG funding is an important potential source of funding for law enforcement agencies
implementing new BWC programs or enhancing existing programs. JAG funds may be used to
purchase BWCs and for costs associated with the BWC program, such as storage and policy
development. Similarly, SAAs are encouraged to use either their Variable Pass-Through (VPT)
or their “less than $10,000” funding that is added into the state award to set aside funds to
assist small departments in implementing BWC programs.

Agencies using JAG funds to purchase BWC equipment or to implement or enhance BWC
programs should, as a best practice, have policies and procedures in place related to equipment
usage, data storage, privacy, victims, access, disclosure, training, etc. Officers, prosecutors,
defenders, victims and privacy advocates, and community groups should be consulted early in
the BWC policy development process to guide and inform policy and procurement
decisions. BJA plans to release a BWC Toolkit and web site in spring 2015 that will share model
BWC policies, resources, and best practices to assist departments in implementing BWC
programs.

Recidivism Reduction, Pretrial Reform, and Justice System Realignment
In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary
incarceration in a manner that promotes public safety is a paramount goal. Effective community
supervision of non-violent offenders coupled with evidence-based program interventions can
result in significant reductions in recidivism. A priority funding area is the implementation of
effective pretrial services programs. The use of validated risk assessment tools to inform pre-
trial release decisions is critical. For a variety of resources, or to request BJA supported
technical assistance from the Pretrial Justice Institute, see www.pretrial.org. Another priority for
JAG funding is to support innovative programs and approaches in probation and parole
supervision that improve services to offenders and increase collaborative efforts among
community supervision agencies with law enforcement and the courts.

Another promising approach to justice systems reform is the Justice Reinvestment Initiative
(JRI), a public-private partnership between BJA and the PEW Public Safety Performance
Project. Currently, 17 states and 17 local governments are working to control spiraling
incarceration costs through JRI and reinvesting in evidence-based criminal justice programs and
strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in
those states and localities can augment federal funds and achieve greater cost savings and
reinvestments in programs to promote public safety. (See the Urban Institute’s Justice
Reinvestment Initiative State Assessment Report.)

Indigent Defense
Another key priority area is support for indigent defense. BJA continues to encourage states and
SAAs to use JAG funds to support the vital needs of the indigent defense community, as
indigent defense reform continues to be a concern that needs to be addressed across the nation. In 2002, the American Bar Association (ABA) published *Ten Principles of a Public Defense Delivery System* which represent fundamental building blocks for implementing quality legal representation for indigent defendants.

**Improving Mental Health Services**
Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. BJA encourages states to utilize JAG funding in support of programs and policy changes aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See *Adults with Behavioral Health Needs under Correctional Supervision*.) BJA provides technical assistance to states with increasing access to health care benefits. Information can be found at: www.bjatraining.org.

**B. Federal Award Information**

BJA estimates that it will make up to 1,100 Local and 56 State/Territory awards totaling an estimated $255.7 million.

Awards of at least $25,000 are 4 years in length, and award periods will be from October 1, 2014 through September 30, 2018. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no less than 30 days prior to the grant end date.

Awards of less than $25,000 are 2 years in length, and award periods will be from October 1, 2014 through September 30, 2016. Extensions of up to 2 years can be requested for these awards via GMS no less than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Eligible allocations under JAG are posted annually on BJA’s JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

**Type of Award**
BJA expects that it will make any award from this solicitation in the form of a grant.

*JAG awards are based on a statutory formula as described below:*

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1 See generally 31 U.S.C. §§ 6301-6305 (defines and describes various forms of federal assistance relationships, including grants and cooperative agreements (a type of grant)).
Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).

2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.

3. Dividing each state’s final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.

4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than $10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is $10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

**Financial Management and System of Internal Controls**

If selected for funding, the award recipient must:

(a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.

(c) Evaluate and monitor the non-federal entity’s compliance with statute, regulations and the terms and conditions of federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
In order to better understand administrative requirements and cost principles, award applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training available here.

**Budget Information**

**Administrative Funds** – A unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

**Disparate Certification** – A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to [www.bja.gov/Funding/JAGMOU.pdf](http://www.bja.gov/Funding/JAGMOU.pdf).

**Supplanting** – Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's JAG web page for examples of supplanting.

**Leveraging of Grant Funds** – Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

**Trust Fund** – Units of Local government may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw-down on a reimbursement basis rather than in advance.

**Prohibited and Controlled Uses** – JAG funds may only be expended within the JAG purpose areas. Within these purpose areas JAG funds may not be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety. In addition, JAG funds may not be used directly or indirectly to purchase items listed at: [www.bja.gov/Funding/JAGControlledPurchaseList.pdf](http://www.bja.gov/Funding/JAGControlledPurchaseList.pdf).
This JAG controlled purchase list represents a combination of BJA controlled items and those controlled under the Executive Order on “Federal Support for Local Law Enforcement Equipment Acquisition” that was signed on January 16, 2015. Pursuant to Executive Order 13688 (Federal Support for Local Law Enforcement Equipment Acquisition), a federal interagency working group has been charged with, among other things, ‘developing a consistent Government-wide list of controlled equipment allowable for acquisition by LEAs, as well as a list of those items that can only be transferred with special authorization and use limitations.’ The working group’s recommendations, which are due to be delivered to the President in mid-May, may alter the BJA controlled items list. Grantees are reminded that they must follow the most current version of the controlled items list in order to purchase the equipment.

No items on this list can be purchased without first submitting a detailed justification that supports the need for this equipment. Applicants must show both extraordinary and exigent circumstances that require the purchase of such equipment. Upon approval from the BJA Director, this equipment may be purchased with JAG funds. Grantees are strongly encouraged to submit this justification at the time of application. In particular, any justification that cannot show the exigent nature of the purchase and why it could not be submitted at time of application will not be approved.

Please note that the Controlled Equipment List also includes items that are strictly prohibited under JAG.

Additional information on JAG controlled and prohibited items, along with the process for requesting a waiver to obtain BJA certification for any controlled item, can be found within the JAG FAQs: www.bja.gov/Funding/JAGFAQ.pdf.

Cost Sharing or Match Requirement
This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

Pre-Agreement Cost Approvals
OJP does not typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. If approved, pre-agreement costs could be paid from grant funds consistent with a grantee’s approved budget, and under applicable cost standards. However, all such costs prior to award and prior to approval of the costs are incurred at the sole risk of an applicant. Generally, no applicant should incur project costs before submitting an application requesting federal funding for those costs. Should there be extenuating circumstances that appear to be appropriate for OJP’s consideration as pre-agreement costs, the applicant should contact the point of contact listed on the title page of this announcement for details on the requirements for submitting a written request for approval. See the section on Costs Requiring Prior Approval in the Financial Guide for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs
OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully – before submitting an application – the OJP policy and guidance on conference approval, planning, and reporting available at www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative
agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)
If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Solicitation Requirements" in the OJP Funding Resource Center.

Other JAG Requirements

Body Armor Certification

- Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.

- The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the BVP web page.

- JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.

- Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2015 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification must be signed by the Authorized Representative and must be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center vests@usdoj.gov or toll free at 1–877–758–3787.
A copy of the certification related to the mandatory wear can be found at:
www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database
If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Interoperable Communications
Grantees (including subgrantees) that are using FY 2015 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) must ensure:

- Compliance with the FY 2015 SAFECOM Guidance on Emergency Communications Grants (including provisions on technical standards that ensure and enhance interoperable communications).

- Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.

- Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state’s interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov.

- All communications equipment purchased with grant award funding (plus the quantity purchased of each item) is identified during quarterly performance metrics reporting.

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
JAG Showcase
The JAG Showcase was designed to identify and highlight JAG projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. BJA has now expanded the concept of the JAG Showcase to other BJA grant programs and created a new BJA Success Story web page. This web page will be a valuable resource for states, localities, territories, tribes and criminal justice professionals who seek to identify and learn about JAG and other successful BJA funded projects linked to innovation, crime reduction, and evidence based practices.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. If you have a JAG Success Story you would like to submit, sign in to your My BJA account to access the Success Story Submission form. If you do not have a My BJA account, please Register. Once you register, one of the available areas on your My BJA page will be "My Success Stories." Within this box, you will see an option to add a Success Story.

Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page.

C. Eligibility Information
For eligibility information, please see the Title Page.

Cost Sharing or Match Requirement
For additional information on cost sharing or match requirement, see Section B. Federal Award Information.

Limit on Number of Application Submissions
If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. For more information on system-validated versions, see How to Apply.

D. Application and Submission Information

What an Application Should Include
Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain both narrative and detail information. Please review the “Note on File Names and File Types” under How to Apply to be sure applications are submitted in permitted formats.

Refer to the BJA Grant Writing and Management Academy and OJP’s Grants 101 for an overview of what should be included in each application requirement. These trainings can be found at bja.ncjrs.gov/gwma/index.html and www.ojp.gov/grants101/.
OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “Budget Detail Worksheet and Budget Narrative,” “Timelines,” “Memoranda of Understanding,” “Resumes”) for all attachments. Also, OJP recommends that applicants include resumes in a single file.

Failure to submit the required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

1. **Information to Complete the Application for Federal Assistance (SF-424)**
   The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant's profile to populate the fields on this form.

   **Intergovernmental Review:** This funding opportunity is subject to Executive Order 12372. Applicants may find the names and addresses of their state's Single Point of Contact (SPOC) at the following web site: [www.whitehouse.gov/omb/grants_sopo](http://www.whitehouse.gov/omb/grants_sopo). Applicants whose state appears on the SPOC list must contact their state's SPOC to find out about, and comply with, the state's process under Executive Order 12372. In completing the SF-424, applicants whose state appears on the SPOC list are to make the appropriate selection in response to question 19 once the applicant has complied with their state's E.O. 12372 process. (Applicants whose state does not appear on the SPOC list are to make the appropriate selection in response to question 19 to indicate that the “Program is subject to E.O. 12372 but has not been selected by the State for review.”)

2. **Project Abstract**
   Applications should include a high-quality project abstract that summarizes the proposed project in 400 words or less. Project abstracts should be—

   - Written for a general public audience and submitted as a separate attachment with “Project Abstract” as part of its file name.
   - Include applicant name, title of the project, a brief description of the problem to be addressed and the targeted area/population, project goals and objectives, and a description of the project strategy, any significant partnerships and anticipated outcomes.
   - Identify up to 5 project identifiers that would be associated with proposed project activities. The list of identifiers can be found at [www.bja.gov/funding/JAGIdentifiers.pdf](http://www.bja.gov/funding/JAGIdentifiers.pdf).

   As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

3. **Program Narrative**
   Applicants **must** submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.
A plan for collecting the data required for this solicitation’s performance measures should also be included. To assist the Department with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111–352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation. Quarterly accountability metrics reports must be submitted through BJA’s PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf.

Submission of accountability measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for accountability measures.

**Note on Project Evaluations**

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP’s performance measure data reporting requirements likely do not constitute “research.” Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, “a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge” 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the “Research and the Protection of Human Subjects” section of the OJP Funding Resource Center Web page (www.ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm). Applicants whose proposals may involve a research or statistical component also should review the “Data Privacy and Confidentiality Requirements” section on that Web page.

4. Budget Detail Worksheet and Budget Narrative

   a. **Budget Detail Worksheet**

   A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf. Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet.

   For questions pertaining to budget and examples of allowable and unallowable costs, see the Financial Guide at www.ojp.gov/financialguide/index.htm.

   b. **Budget Narrative**

   The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project
activities). This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas.

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year.

c. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold
   If an applicant proposes to make one or more non-competitive procurments of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at $150,000, the application should address the considerations outlined in the Financial Guide.

d. Pre-Agreement Costs
   For information on pre-agreement costs, see “Pre-Agreement Cost Approvals” under Section B. Federal Award Information

5. Indirect Cost Rate Agreement (if applicable)
   Indirect costs are allowed only if the applicant has a current federally approved indirect cost rate. (This requirement does not apply to units of local government.) Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant’s accounting system permits, costs may be allocated in the direct cost categories. For the definition of Cognizant Federal Agency, see the “Glossary of Terms” in the Financial Guide. For assistance with identifying your cognizant agency, please contact the Customer Service Center at 1-800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

6. Tribal Authorizing Resolution (if applicable)
   Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action
without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe’s governance structure, should, at a minimum, submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, BJA will make use of and access to funds contingent on receipt of the fully-executed legal documentation.

7. Applicant Disclosure of High Risk Status
Any applicants currently designated as high risk by another federal grant making agency must disclose that status. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated high risk by another federal grant making agency, you must email the following information to OJPCOMPLIANCEREPORTING@USDOJ.GOV at the time of application submission:

- The federal agency that currently designated the applicant as high risk
- Date the applicant was designated high risk
- The high risk point of contact name, phone number, and email address, from that federal agency
- Reasons for the high risk status

OJP seeks this information to ensure appropriate federal oversight of any grant award. Unlike the Excluded Parties List, this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

8. Additional Attachments

a. Review Narrative
Applicants must submit information documenting that the date the JAG application was made available for review by the governing body of the state, or to an organization designated by that governing body, not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens prior to application submission to the extent applicable law or established procedures make such opportunity available.

Below are notification language templates that can be utilized in completing this section of the application.

The (provide name of State/Territory) made its Fiscal Year 2015 JAG application available to the (provide name of governing body) for its review and comment on (provide date); or intends to do so on (provide date).

The (provide name of State/Territory) made its Fiscal Year 2015 JAG application available to citizens for comment prior to application submission by (provide means of
notification); or the application has not yet been made available for public review/comment.

b. Memorandum of Understanding (if applicable)
Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU must be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

c. Applicant Disclosure of Pending Applications
Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to State agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable funding agency.

<table>
<thead>
<tr>
<th>Federal or State Funding Agency</th>
<th>Solicitation Name/Project Name</th>
<th>Name/Phone/E-mail for Point of Contact at Funding Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOJ/COPS</td>
<td>COPS Hiring Program</td>
<td>Jane Doe, 202-000-0080; <a href="mailto:jane.doe@usdoj.gov">jane.doe@usdoj.gov</a></td>
</tr>
<tr>
<td>HHS/ Substance Abuse &amp; Mental Health Services Administration</td>
<td>Drug Free Communities Mentoring Program/ North County Youth Mentoring Program</td>
<td>John Doe, 202-000-0080; <a href="mailto:john.doe@hhs.gov">john.doe@hhs.gov</a></td>
</tr>
</tbody>
</table>

Applicants should include the table as a separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same..."
project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

**d. Research and Evaluation Independence and Integrity**

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity, both in this proposal and as it may relate to the applicant's other current or prior related projects. This documentation may be included as an attachment to the application which addresses BOTH i. and ii. below.

**i.** For purposes of this solicitation, applicants must document research and evaluation independence and integrity by including, at a minimum, one of the following two items:

a. A specific assurance that the applicant has reviewed its proposal to identify any research integrity issues (including all principal investigators and sub-recipients) and it has concluded that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of part of its staff, consultants, and/or sub-recipients responsible for the research and evaluation or on the part of the applicant organization;

OR

b. A specific listing of actual or perceived conflicts of interest that the applicant has identified in relation to this proposal. These conflicts could be either personal (related to specific staff, consultants, and/or sub-recipients) or organizational (related to the applicant or any subgrantee organization). Examples of potential investigator (or other personal) conflict situations may include, but are not limited to, those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

**ii.** In addition, for purposes of this solicitation applicants must address the issue of possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:

a. If an applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative
explanation of how and why it reached that conclusion. Applicants MUST also include an explanation of the specific processes and procedures that the applicant will put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or sub-recipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

OR

b. If the applicant has identified specific personal or organizational conflicts of interest in its proposal during this review, the applicant must propose a specific and robust mitigation plan to address conflicts noted above. At a minimum, the plan must include specific processes and procedures that the applicant will put in place to eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or sub-recipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

Considerations in assessing research and evaluation independence and integrity will include, but are not be limited to, the adequacy of the applicant’s efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant’s existing or proposed remedies to control any such factors.

   In accordance with 2 CFR 200.205, Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. To facilitate part of this risk evaluation, all applicants (other than an individual) are to download, complete, and submit this form.

10. Disclosure of Lobbying Activities
    Any applicant that expends any funds for lobbying activities is to provide the detailed information requested on the form, Disclosure of Lobbying Activities (SF-LLL).

How to Apply
Applicants must submit applications through the Grants Management System (GMS), which provides cradle to grave support for the application, award, and management of awards at OJP. Applicants must register in GMS for each specific funding opportunity. Although the registration and submission deadlines are the same, OJP urges applicants to register promptly, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.gov/gmschb/. Applicants that experience technical difficulties during this process should e-mail GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday – Friday from 6:00 a.m. to midnight, Eastern Time, except federal holidays. OJP recommends that applicants register promptly to prevent delays in submitting an application package by the deadline.

OJP may not make a federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements. If an applicant has not fully complied with the requirements by the time the federal awarding agency is ready to make a federal award, the federal awarding agency may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

All applicants should complete the following steps:

1. **Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. **Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must [update or renew their SAM registration annually](http://www.sam.gov) to maintain an active status.

Information about SAM registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

3. **Acquire a GMS username and password.** New users must create a GMS profile by selecting the "First Time User" link under the sign-in box of the GMS home page. For more information on how to register in GMS, go to [www.ojp.gov/gmscrb](http://www.ojp.gov/gmscrb).

4. **Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the "CCR Claim" link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.

5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the "Funding Opportunities" link on the left side of the page. Select BJA and the [FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program](http://www.ojp.gov/gmscrb).

6. **Register by selecting the "Apply Online" button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title along with the registration and application deadlines for this funding opportunity. Select the "Apply Online" button in the "Action" column to register for this funding opportunity and create an application in the system.
7. Follow the directions in GMS to submit an application consistent with this solicitation. Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application at least 72 hours prior to the application due date.

**Note: Duplicate Applications**
If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. See Note on “File Names and File Types” under How to Apply.

**Experiencing Unforeseen GMS Technical Issues**
Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must contact the GMS Help Desk or the SAM Help Desk to report the technical issue and receive a tracking number. Then the applicant must e-mail the BJA contact identified in the Contact Information section of this solicitation within 24 hours after the application deadline and request approval to submit their application. The e-mail must describe the technical difficulties and include a timeline of the applicant’s submission efforts, the complete grant application, the applicant’s DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant’s request to submit their application.

The following conditions are generally insufficient to justify late submissions:
- Failure to register in SAM or GMS in sufficient time
- Failure to follow GMS instructions on how to register and apply as posted on the GMS website
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant’s computer or information technology environment, including firewalls

**Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding webpage at**
[www.ojp.gov/funding/Explore/CurrentFundingOpportunities.htm](http://www.ojp.gov/funding/Explore/CurrentFundingOpportunities.htm).

**E. Application Review Information**

**Review Process**
OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to ensure statutory requirements have been met.

OJP reviews applications for potential awards to evaluate the risks posed by applicants before they receive an award. This review may include but is not limited to the following:
1. Financial stability and fiscal integrity
2. Quality of management systems and ability to meet the management standards prescribed in the Financial Guide
3. History of performance
4. Reports and findings from audits
5. The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-federal entities

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices
OJP award notification will be sent from GMS. Recipients will be required to login; accept any outstanding assurances and certifications on the award; designate a financial point of contact; and review, sign, and accept the award. The award acceptance process involves physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

Administrative, National Policy, and other Legal Requirements
If selected for funding, in addition to implementing the funded project consistent with the agency-approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements, including but not limited to OMB, DOJ or other federal regulations which will be included in the award, incorporated into the award by reference, or are otherwise applicable to the award. OJP strongly encourages prospective applicants to review the information pertaining to these requirements prior to submitting an application. To assist applicants and recipients in accessing and reviewing this information, OJP has placed pertinent information on its Solicitation Requirements page of the OJP Funding Resource Center webpages.

Please note in particular the following two forms, which applicants must accept in GMS prior to the receipt of any award funds, as each details legal requirements with which applicants must provide specific assurances and certifications of compliance. Applicants may view these forms in the Apply section of the OJP Funding Resource Center and are strongly encouraged to review and consider them carefully prior to making an application for OJP grant funds.

- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Standard Assurances

Upon grant approval, OJP electronically transmits (via GMS) the award document to the prospective award recipient. In addition to other award information, the award document contains award terms and conditions that specify national policy requirements\(^2\) with which recipients of federal funding must comply; uniform administrative requirements, cost principles, cost principles,

\(^2\) See generally 2 C.F.R. 200.300 (provides a general description of national policy requirements typically applicable to recipients of federal awards, including the Federal Funding Accountability and Transparency Act of 2006 (FFATA)).
and audit requirements; and program-specific terms and conditions required based on applicable program (statutory) authority or requirements set forth in OJP solicitations and program announcements, and other requirements which may be attached to appropriated funding. For example, certain efforts may call for special requirements, terms, or conditions relating to intellectual property, data/information-sharing or -access, or information security; or audit requirements, expenditures and milestones, or publications and/or press releases. OJP also may place additional terms and conditions on an award based on its risk assessment of the applicant, or for other reasons it determines necessary to fulfill the goals and objectives of the program.

Prospective applicants may access and review the text of mandatory conditions OJP includes in all OJP awards, as well as the text of certain other conditions, such as administrative conditions, via OJP’s [Mandatory Award Terms and Conditions](#) page of the [OJP Funding Resource Center](#).

**General Information about Post-Federal Award Reporting Requirements**
Recipients must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, an annual audit report in accordance with 2 CFR Part 200, if applicable, and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System (FSRS) as necessary. Future awards and fund drawdowns may be withheld if reports are delinquent.

Special Reporting requirements may be required by OJP depending on the statutory, legislative or administrative requirements of the recipient or the program.

**G. Federal Awarding Agency Contact(s)**
For additional Federal Awarding Agency Contact(s), see Title Page.

For additional contact information for GMS, see the Title page.

**H. Other Information**

**Provide Feedback to OJP**
To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to [OJPSolicitationFeedback@usdoj.gov](mailto:OJPSolicitationFeedback@usdoj.gov).

**IMPORTANT:** This e-mail is for feedback and suggestions only. Replies are not sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, you must directly contact the appropriate number or e-mail listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please e-mail your resume to [ojppeerreview@lnbps.com](mailto:ojppeerreview@lnbps.com). The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.
Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
FY 2015 Local Solicitation

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:
_____ Acquire a DUNS Number (see page 21)
_____ Acquire or renew registration with SAM (see page 21)

To Register with GMS:
_____ For new users, acquire a GMS username and password* (see page 21)
_____ For existing users, check GMS username and password* to ensure account access (see page 21)
_____ Verify SAM registration in GMS (see page 21)
_____ Search for correct funding opportunity in GMS (see page 21)
_____ Select correct funding opportunity in GMS (see page 21)
_____ Register by selecting the “Apply Online” button associated with the funding opportunity title (see page 21)
_____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 22)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

General Requirements:

_____ Review Solicitation Requirements webpage in the OJP Funding Resource Center.

Scope Requirement:

_____ The federal amount requested is within the allowable limit(s) of the FY 2015 JAG Allocations List as listed on BJA’s JAG web page

Eligibility Requirement:
_____ State/Territory listed as the legal name on the application corresponds with the eligible State/Territory listed on BJA’s JAG web page

What an Application Should Include:

_____ Application for Federal Assistance (SF-424) (see page 14)
_____ Project Abstract (see page 14)
_____ Program Narrative (see page 14)
_____ Budget Detail Worksheet (see page 15)
_____ Budget Narrative (see page 15)
______ Read OJP policy and guidance on conference approval, planning, and reporting

BJA-2015-4167

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available at
www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm
(see page 10)

- Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 20)
- Indirect Cost Rate Agreement (if applicable) (see page 16)
- Tribal Authorizing Resolution (if applicable) (see page 16)
- Applicant Disclosure of High Risk Status (see page 16)
- Additional Attachments
  - Review Narrative (see page 17)
  - Strategic Plan (see page 18)
  - Applicant Disclosure of Pending Applications (see page 18)
  - Research and Evaluation Independence and Integrity (see page 19)
- Financial Management and System of Internal Controls Questionnaire (if applicable) (see page 20)
Cooperation Agreement between US Army Corps of Engineers and Flood Control Zone District for Bertrand Creek Left Bank Repair

ATTACHMENTS: Cover memo

This cooperation agreement provides for the US Army Corps of Engineers to repair the left bank of Bertrand Creek under an 80/20 cost-share, with the Flood Control Zone District providing a 20% match. Diking District #4 will be contributing towards this match.
MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Paula J. Cooper, River and Flood Manager
        Gary Stoyka, Natural Resources Manager

RE: Cooperation Agreement for Left Bank Bertrand Creek Rehabilitation

DATE: May 26, 2015

Enclosed are four (4) originals of a Cooperation Agreement between the Flood Control Zone District (FCZD) and the US Army Corps of Engineers for your review and signature.

Requested Action
Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District (FCZD) Board of Supervisors, enter into a cooperative agreement for repairs to the levee along the left bank of Bertrand Creek. The total estimated construction cost is $377,200 of which the USACE covers 80% of the cost and the local sponsor covers 20%.

Background and Purpose
Several high water events over this past winter resulted in overtopping of the Bertrand Creek levee system. The levees are designed for flood protection during the growing season, and for overtopping during flood season. Damage to the left bank levee includes approximately 450 feet of bank protection on the riverward side of the levee and a similar length of slopes repair. The left bank levee provides flood protection during the growing season to approximately 600 acres of prime agricultural lands.

Funding Amount and Source
The total construction cost is estimated at $377,200, of which 80% or $301,760 will be funded by the USACE, and 20% or $75,448 is the responsibility of the local sponsor. The project is within Diking District #4 (DD#4): applying the FCZD Construction Cost-Share Program 70/30 cost-share to the local sponsor contribution results in a FCZD share of $52,814, and a DD#4 share of $22,634. DD#4 is also requesting the Bertrand Creek Watershed Improvement District (WID) consider contributing towards the project to reduce their share, as they have two other repair projects from this winter’s flooding.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding the terms of this agreement.

Encl.
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works</th>
</tr>
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<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Paula Cooper</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>U.S. Army Corps of Engineers</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes ☑ No □</th>
</tr>
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<tbody>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes □ No ☑</td>
</tr>
<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #</td>
<td></td>
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</table>

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<tr>
<th>Does contract require Council Approval?</th>
<th>Yes ☑ No □</th>
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<tbody>
<tr>
<td>If No, include WCC (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
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<table>
<thead>
<tr>
<th>Is this a grant agreement?</th>
<th>Yes ☑ No □</th>
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<tbody>
<tr>
<td>If yes, grantor agency contract number(s)</td>
<td>☑ CFDA #</td>
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</tbody>
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<tr>
<th>Is this contract grant funded?</th>
<th>Yes ☑ No □</th>
</tr>
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<tbody>
<tr>
<td>If yes, associated Whatcom County grant contract number(s)</td>
<td></td>
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<tr>
<th>Is this the result of a RFP or Bid process?</th>
<th>Yes ☑ No □</th>
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</thead>
<tbody>
<tr>
<td>If yes, RFP and Bid number(s)</td>
<td>Contract Cost Center: 715003</td>
</tr>
</tbody>
</table>

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

**If yes, indicate exclusion(s) below:**
- Professional services agreement for certified/licensed professional
- Contract less than $100,000.
- Contract work is for less than 120 days
- Interlocal Agreement (between Govt's)
- Contract for Commercial off the shelf items (COTS)
- Work related subcontract less than $25,000.
- Public Works - Local Agency/Federally Funded FHWA

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

$ 377,200

**This Amendment Amount:**

$ Local Cost-Share $75,488

**Total Amended Amount:**

$ n/a

**Summary of Scope:**

Repair of approximately 365 linear feet of the Bertrand Creek Left Bank Levee embankment, removing sod and topsoil and replacing underlying spall layer, placing erosion protection geogrid, and installing riprap armor rock layer to return the damaged levee reach to the pre-damaged level of protection, as generally described in a report entitled Project Information Report Rehabilitation of Flood Control Works, Whatcom County, Lynden, Washington, prepared by the District Engineer, Seattle District, U.S. Army Corps of Engineers and approved by the Division Deputy Engineer on 05/04/2015

**Term of Contract:**

Expiration Date: n/a

**Contract Routing:**

1. Prepared by: pcouper
2. Attorney signoff: dbrake
3. AS Finance reviewed: dbennett
4. IT reviewed if IT related: 
5. Contractor signed: 
6. Submitted to Exec: ☑
7. Council approved if necessary: 
8. Executive signed: 
9. Original to Council: 

Date: 5-22-15
Date: 05/27/15
Date: 09/26/15
Date: 
Date: 5/28/15
Date: 
Date: 
Date: 

Last Edited 06/17/14
COOPERATION AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT, WASHINGTON

FOR

REHABILITATION OF A NON-FEDERAL FLOOD CONTROL WORK

JOB NO. NSK-01-15 (BERTRAND CREEK LEFT BANK)

THIS AGREEMENT, entered into this ___ day of ____________, 20___, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Seattle District, U.S. Army Corps of Engineers, and Whatcom County Flood Control Zone District, Washington (hereinafter referred to as the "Public Sponsor"), represented by the Executive, Whatcom County Flood Control Zone District.

WITNESSETH THAT:

WHEREAS, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by flood;

WHEREAS, via written correspondence, the Public Sponsor has requested the Government to repair or restore a certain flood control work damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Public Sponsor agree as follows:
ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean repairing approximately 365 linear feet at site 1; 350 linear feet at site 2; 90 linear feet at site 3, and 120 linear feet at site 4 of the Bertrand Creek Left Bank Levee embankment, removing sod and topsoil, replacing underlying spall layer, placing erosion protection geogrid, and installing riprap armor rock layer to return the damaged levee reach to the pre-damage level of protection, as generally described in a report entitled Project Information Report (PIR) Rehabilitation of Flood Control Works, Whatcom County, Washington, prepared by the District Engineer, Seattle District, U.S. Army Corps of Engineers and approved by the Division Deputy Engineer on April 5, 2015.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily limited to, actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIIA. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Public Sponsor, shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.
B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the Project.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to 20 percent of total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program.

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the solicitation of that construction contract.
B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, and performing relocations for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged and excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Total construction costs for the Rehabilitation Effort are currently estimated to be $377,200.00 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be $75,448.00. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be $75,448.00. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED Seattle" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of
contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

ARTICLE V - CREDITING OF IN-KIND SERVICES

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of $0.00 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. Crediting and/or reimbursement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Crediting and/or reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsor’s failure to comply with its obligations under these laws. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

ARTICLE VI - OPERATION AND MAINTENANCE

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the Project, at no
cost to the Government, in accordance with specific directions prescribed by the
Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at
reasonable times and in a reasonable manner, upon land that the Public Sponsor owns
or controls for access to the Project for the purposes of inspection, and, if necessary, for
the purpose of completing, operating, and maintaining the Project. If an inspection
shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor’s
obligations under this Agreement without receiving prior written approval from the
Government, the Government will send a written notice to the Public Sponsor. If, after
30 calendar days from receipt of such notice, the Public Sponsor continues to fail to
perform, then the Government shall have the right to enter, at reasonable times and in a
reasonable manner, upon lands the Public Sponsor owns or controls for access to the
Project for the purposes of completing, operating, and maintaining the Project, or to
deny further assistance under Public Law 84-99. No action by the Government shall
operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor
obligations as set forth in this Agreement, or to preclude the Government from
pursuing any other remedy at law or equity to assure faithful performance pursuant to
this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of the Public Sponsor’s rights and obligations hereunder, the Public
Sponsor agrees to comply with all applicable Federal and state laws and regulations,
including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law
88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant
thereto; Army Regulation 600-7, entitled “Nondiscrimination on the Basis of Handicap in
Programs and Activities Assisted or Conducted by the Department of the Army”; and all
applicable Federal labor standards requirements including, but not limited to, 40 U.S.C.
3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without
substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et
seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et
seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE VIII - RELATIONSHIP OF PARTIES

The Government and the Public Sponsor act in an independent capacity in the
performance of their respective functions under this Agreement, and neither party is to
be considered the officer, agent, nor employee of the other.

ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be
admitted to any share or part of this Agreement, or to any benefit that may arise
therefrom.
ARTICLE X - COVENANT AGAINST CONTINGENT FEES

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI - TERMINATION OR SUSPENSION

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and Project. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government or the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the
Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article XI of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the Project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

**If to the Public Sponsor:**
Paula J. Cooper
Whatcom County
Flood Control Zone District
322 N Commercial Street, Suite 120
Bellingham, WA 98225

**If to the Government:**
District Engineer
4735 E. Marginal Way S, Bldg 1202
Seattle, WA 98134
B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

BY: ____________________________
    JOHN G. BUCK
    Colonel, Corps of Engineers
    District Engineer

DATE: __________________________

WHATCOM COUNTY FLOOD
CONTROL ZONE DISTRICT

BY: ____________________________
    JACK LOUWS
    Whatcom County Executive
    Whatcom County Flood Control
    Zone District

DATE: __________________________

Approved as to form:

Daniel L. Gibson
Chief Civil Deputy Prosecutor
CERTIFICATE OF AUTHORITY

I, Daniel Gibson, do hereby certify that I am the principal legal officer of Whatcom County Flood Control Zone District (FCZD), Washington, that Whatcom County FCZD, Washington is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and Whatcom County FCZD, Washington in connection with the Rehabilitation of non-Federal Flood Control Work, Bertrand Creek Left Bank Levee, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of Whatcom County FCZD, Washington have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this ______ day of ______ 2015.

Daniel Gibson
Chief Civil Deputy Prosecutor
Whatcom County Flood Control Zone District
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DATED this ___ day of __________, 20__.

JACK LOUWS
Whatcom County Executive
Whatcom County Flood Control Zone
District

\[Signature\] 05/27/15
# Cooperation Agreement between US Army Corps of Engineers and Flood Control Zone District for Bertrand Creek Right Bank Repair

**ATTACHMENTS:** Cover memo

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

This cooperation agreement provides for the US Army Corps of Engineers to repair the right bank of Bertrand Creek under an 80/20 cost-share, with the Flood Control Zone District providing a 20% match. Diking District #4 will be contributing towards this match.

---

**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 Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Paula J. Cooper, River and Flood Manager
       Gary Stoyka, Natural Resources Manager

RE: Cooperation Agreement for Right Bank Bertrand Creek Rehabilitation

DATE: May 26, 2015

Enclosed are four (4) originals of a Cooperation Agreement between the Flood Control Zone District (FCZD) and the US Army Corps of Engineers for your review and signature.

Requested Action
Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District (FCZD) Board of Supervisors, enter into a cooperative agreement for repairs to the levee along the right bank of Bertrand Creek. The total estimated construction cost is $89,700 of which the USACE covers 80% of the cost and the local sponsor cover 20%.

Background and Purpose
Several high water events over this past winter resulted in overtopping of the Bertrand Creek levee system. The levees are designed for flood protection during the growing season, and for overtopping during flood season. Damage to the right bank levee includes approximately 575 feet of backslope repair. A geotextile fabric will be installed on the backslope to provide better erosion protection during overtopping. The right bank levee provides flood protection during the growing season to over 1000 acres of prime agricultural lands.

Funding Amount and Source
The total construction cost is estimated at $89,700, of which 80% or $71,760 will be funded by the USACE, and 20% or $17,940 is the responsibility of the local sponsor. The project is within Diking District #4 (DD#4); applying the FCZD Construction Cost-Share Program 70/30 cost-share to the local sponsor contribution results in a FCZD share of $12,558, and a DD#4 share of $3,767. DD#4 is also requesting the Bertrand Creek Watershed Improvement District (WID) consider contributing towards the project to reduce their share, as they have two other repair projects from this winter’s flooding.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Paula Cooper</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>U.S. Army Corps of Engineers</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**  
Yes ☑ No ☐  
If not, is this an Amendment or Renewal to an Existing Contract?  
Yes ☐ No ☑  
If Amendment or Renewal, (per WCC 3.08.100 (a))  
Original Contract # ____________________

**Does contract require Council Approval?**  
Yes ☑ No ☐  
If No, include WCC (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)  
__________________________

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

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

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

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

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

**Contract Amount: (sum of original contract amount and any prior amendments):**  
$89,700

This Amendment Amount:

$ Local Cost-Share $17,940

Total Amended Amount:

$ n/a

**Summary of Scope:**  
Repair approximately 575 linear fee of the Bertrand Creek Right Bank Levee embankment, removing the spall layer and replaced with suitable embankment material to return the damaged levee reach to the pre-damage level of protection, as generally described in a report entitled Project Information Report Rehabilitation of Flood Control Works, Whatcom County, Lynden, Washington, prepared by the District Engineer, Seattle District, U.S. Army Corps of Engineers and approved by the Division Deputy Engineer on 05/04/2015.

**Term of Contract:**  
Expiration Date: n/a

**Contract Routing:**  
1. Prepared by: coop

2. Attorney signoff: bennett

3. AS Finance reviewed:

4. IT reviewed if IT related:

5. Contractor signed:

6. Submitted to Exec:

7. Council approved if necessary:

8. Executive signed:

9. Original to Council:

Date: 5-22-15

Date: 5-27-15

Date: 5-28-15

Date: 5-29-15

Date: 6-20-15

Date: 6-21-15

Date: 6-22-15

Date: 6-23-15

Date: 6-24-15

Date: 6-25-15

Date: 6-26-15

Date: 6-27-15
COOPERATION AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT, WASHINGTON

FOR

REHABILITATION OF A NON-FEDERAL FLOOD CONTROL WORK

JOB NO. NSK-02-15 (BERTRAND CREEK RIGHT BANK)

THIS AGREEMENT, entered into this ____ day of __________, 20____, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Seattle District, U.S. Army Corps of Engineers, and Whatcom County Flood Control Zone District, Lynden, Washington (hereinafter referred to as the "Public Sponsor"), represented by the Executive, Whatcom County Flood Control Zone District.

WITNESSETH THAT:

WHEREAS, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by flood;

WHEREAS, via written correspondence, the Public Sponsor has requested the Government to repair or restore a certain flood control work damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Public Sponsor agree as follows:
ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean repairing approximately 575 linear feet of the Bertrand Creek Right Bank Levee embankment, removing the spall layer and replacing with suitable embankment material to return the damaged levee reach to the pre-damage level of protection, as generally described in a report entitled Project Information Report (PIR) Rehabilitation of Flood Control Works, Whatcom County, Lynden, Washington, prepared by the District Engineer, Seattle District, U.S. Army Corps of Engineers and approved by the Division Deputy Engineer on 05/04/2015.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily limited to, actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIIA. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Public Sponsor, shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.
B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the Project.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to 20 percent of total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, and any related betterments, except for damages due to the fault or negligence of the Government or the Government’s contractors.

F. The Public Sponsor agrees to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program.

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the solicitation of that construction contract.
B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, and performing relocations for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged and excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Total construction costs for the Rehabilitation Effort are currently estimated to be $89,700.00 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be $17,926.00. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be $17,926.00. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED Seattle" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of
contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

ARTICLE V - CREDITING OF IN-KIND SERVICES

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of $0.00 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. Crediting and/or reimbursement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Crediting and/or reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

ARTICLE VI - OPERATION AND MAINTENANCE

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the Project, at no
cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the Project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the Project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE VIII - RELATIONSHIP OF PARTIES

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.
ARTICLE X - COVENANT AGAINST CONTINGENT FEES

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI - TERMINATION OR SUSPENSION

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and Project. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government or the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the
Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor’s responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article XI of this Agreement.

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E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the Project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the Project in a manner that will not cause liability to arise under CERCLA.

**ARTICLE XIII - NOTICES**

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

**If to the Public Sponsor:**
Paula J. Cooper
Whatcom County
Flood Control Zone District
322 N Commercial Street, Suite 120
Bellingham, WA 98225

**If to the Government:**
District Engineer
4735 E. Marginal Way S, Bldg 1202
Seattle, WA 98134
B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

BY: __________________________
   JOHN G. BUCK
   Colonel, Corps of Engineers
   District Engineer

DATE: _________________________

WHATCOM COUNTY FLOOD
CONTROL ZONE DISTRICT

BY: __________________________
   JACK LOUWS
   Whatcom County Executive
   Whatcom County Flood Control
   Zone District

DATE: _________________________

Approved as to form:

Daniel L. Gibson  05/27/15
Chief Civil Deputy Prosecutor
CERTIFICATE OF AUTHORITY

I, Daniel Gibson, do hereby certify that I am the principal legal officer of Whatcom County Flood Control Zone District (FCZD), Washington, that Whatcom County FCZD, Washington is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and Whatcom County FCZD, Washington in connection with the Rehabilitation of non-Federal Flood Control Work, Bertrand Creek Right Bank Levee, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of Whatcom County FCZD, Washington have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 27th day of May 2015.

[Signature]
Daniel Gibson
Chief Civil Deputy Prosecutor
Whatcom County Flood Control Zone District
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DATED this _____ day of ______________, 20__.

______________________________
JACK LOUWS
Whatcom County Executive
Whatcom County Flood Control Zone
District

[Signature]
### WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
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<tbody>
<tr>
<td>Originator:</td>
<td>JNT</td>
<td>5/18/2015</td>
<td></td>
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<td>Division Head:</td>
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<td>5/21/15</td>
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<td>5/27/15</td>
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<tr>
<td>Executive:</td>
<td>[Ink]</td>
<td>6/2/15</td>
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<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Contract with WATERSHED Science & Engineering for High Creek Sediment Management Final Design

**ATTACHMENTS:**
1. Two (2) copies of contract agreement

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

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

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

Under this contract, WATERSHED Science & Engineering will provide final designs, develop bid-ready plans and specifications, assist in bid preparation, and provide construction support for the preferred option identified in the High Creek Management Plan.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive, and
Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Director

FROM: Paula Cooper, P.E., River & Flood Manager
Gary Stoyka, Natural Resource Manager

RE: High Creek Sediment Management Final Design

DATE: May 27, 2015

Enclosed are two (2) contract originals for High Creek Sediment Management Final Design between WATERSHED Science & Engineering and the Whatcom County Flood Control Zone District for your review and signature on behalf of the Whatcom County Flood Control Zone District Board of Supervisors.

- **Background and Purpose**
Watershed Science and Engineering was selected to assist Public Works develop final designs, bid-ready plans and specifications, assist in bid preparation, and provide construction support for the preferred option identified in the High Creek Management Plan completed in March 2015. These products support project construction in 2016 to address chronic sediment accumulation in the channelized lower reach of High Creek. Sediment build-up has reduced channel conveyance and elevated the channel bed above adjacent lands. This has resulted in past flooding of nearby private residences and SR 542, the Mount Baker Highway. Final design and project implementation will help fulfill stipulations under a court settlement driven by landowner flood damages in the early 1990’s and will establish a more systematic management regime that provides greater flood risk reduction while reducing negative impacts to aquatic resources.

- **Funding Amount and Source**
This new contract is for $149,000 and is included in the approved 2015 Flood Fund budget.

Please contact Paula at extension 50625 if you have any questions or concerns regarding the terms of this agreement.

Encl.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

#### Originating Department: Public Works

#### Contract or Grant Administrator: John N. Thompson

#### Contractor's / Agency Name: WATERSHED Science & Engineering

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Does contract require Council Approval?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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

- $149,000 (not to exceed)

**This Amendment Amount:**

- 

**Total Amended Amount:**

- 

### Summary of Scope:

Under this contract, Watershed Science & Engineering will provide final designs, develop bid-ready plans and specifications, assist in bid preparation, and provide construction support for the preferred option identified in the High Creek Management Plan.

### Term of Contract:

- **Expiration Date:** December 31, 2016
- **Date:** May 20, 2015

**Contract Routing:**

1. Prepared by: John N. Thompson  
   Date: May 20, 2015  
2. Attorney signoff: Daniel L. Gibson  
   Date: 05/20/15  
3. AS Finance reviewed: bbennett  
   Date: 5/27/15  
4. IT reviewed (if IT related):  
   Date:  
5. Contractor signed:  
   Date: 5/27/15  
6. Submitted to Exec.:  
   Date: 5/28/15  
7. Council approved (if necessary):  
   Date:  
8. Executive signed:  
   Date:  
9. Original to Council:  
   Date:  

V2.0
WATERSHED Science & Engineering, hereinafter called Contractor, and Whatcom County Flood Control Zone District, hereinafter referred to as WCFCZD, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 8, Exhibit A (Scope of Work), pp. 9 to 14, Exhibit B (Compensation), pp. 15, Exhibit C (Certificate of Insurance), pp. 16 to 17; Exhibit D (Project Schedule), pp 18

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 10th day of June 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of December, 2016.

The general purpose or objective of this Agreement is to: provide final designs, bid-ready plans and specifications, bid preparation assistance, and construction support for the High Creek Management Plan preferred option, 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 $149,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ________________, 20__.

CONTRACTOR:

WATERSHED Science & Engineering

Jeffrey P. Johnson, P.E., President

STATE OF WASHINGTON
   )
   ) ss.
COUNTY OF KING

On this 27 day of May, 2015, before me personally appeared Jeffrey Johnson, to me known to be the President (title) of WATERSHED Science & Engineering (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.


Ben Floyd
NOTARY PUBLIC
STATE OF WASHINGTON
05-03-2017
WHATCOM COUNTY:
Recommended for Approval:

[Signature] 5/27/15
Jon Hutchings
Department Director Date

Approved as to form:

[Signature] 05/21/15
Daniel Gibson
Chief Civil Deputy Prosecuting Attorney Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

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:

WATERSHED Science & Engineering

________________________
Jeffrey P. Johnson, P.E., President

Address:
110 Prefontaine Pl. S., Suite 508
Seattle, WA 98104

Mailing Address: Same

Contact Name: Jeff Johnson

Contact Phone: (206) 521-3000

Contact FAX: N/A

Contact Email: jeff@watershedse.com

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WATERSHED Science & Engineering – High Creek Final Design
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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 WCFCZD 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 WCFCZD, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

11.1 Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the WCFCZD may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the WCFCZD’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 WCFCZD 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 WCFCZD in completing the work, including all increased costs for completing the work, and all damage sustained, which may be sustained by the WCFCZD by reason of such default.

11.2 Termination for Reduction in Funding: Not Applicable

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

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

21.1 Taxes:

Contract for Services
WATERSHED Science & Engineering – High Creek Final Design
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V2.0
The Contractor understands and acknowledges that the WCFCZD will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the WCFCZD to withhold 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 WCFCZD against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The WCFCZD 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 WCFCZD does not hold title. The WCFCZD is exempt from Federal Excise Tax.

22.1 Withholding Payment:
In the event the WCFCZD 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 WCFCZD may withhold from amounts otherwise due and payable to Contractor the amount determined by the WCFCZD 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 WCFCZD 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 WCFCZD 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 WCFCZD under this clause.

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

Series 30-39: Provisions Related to Administration of Agreement

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

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the WCFCZD. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the WCFCZD, 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 WCFCZD, 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: Not Applicable

30.3 No Guarantee of Employment:

Contract for Services
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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 WCFCZD at the present time or in the future.

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

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

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement insurance with the following minimums:

- Commercial General Liability:
- Property Damage - $500,000.00 per occurrence;
- Bodily injury - $1,000,000.00 per occurrence.

A Certificate of insurance that also identifies the WCFCZD as an additional insured is attached hereto as Exhibit "C". This insurance shall be considered as primary and non-contributory and shall waive all rights of subrogation. The WCFCZD insurance shall not serve as a source of contribution.

- Professional Liability - $1,000,000 per occurrence:
- If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

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

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the WCFCZD, 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 WCFCZD, 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 WCFCZD, 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 WCFCZD 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 WCFCZD, 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 WCFCZD 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 WCFCZD’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 WCFCZD’s interest, then Contractor shall immediately notify the WCFCZD of the same. The notification of the WCFCZD shall be made with sufficient specificity to enable the WCFCZD to make an informed judgment as to whether or not the WCFCZD’s interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the WCFCZD may require the Contractor to take reasonable steps to remove the conflict of interest. The WCFCZD 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 WCFCZD hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the WCFCZD’s representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the WCFCZD’s right to receive and act on all reports and documents, and any auditing performed by the WCFCZD related to this Agreement. The Administrative Officer for purposes of this agreement is:

Paula J. Cooper, P.E., River & Flood Manager
322 N. Commercial St., Suite 120
Bellingham, WA 98225
(360) 676-8676
pcooper@co.whatcom.wa.us

37.2 Notice:
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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 WCFCZD'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 WCFCZD 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 WCFCZD, arising under and by virtue of the Contract Documents, shall be brought to the attention of the WCFCZD 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 WCFCZD, or (2) the happening of any event or occurrence, unless the Contractor has given the WCFCZD 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 WCFCZD, the Contractor has given the WCFCZD 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:
Contract for Services
WATERSHED Science & Engineering – High Creek Final Design
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)

High Creek Design, Construction Plans and Specifications, and Construction Support
Scope of Work

INTRODUCTION

Watershed Science & Engineering (WSE) will lead a project team in providing engineering expertise to the Whatcom County Flood Control Zone District (FCZD) to implement the preferred flood hazard reduction alternative identified in the High Creek Sediment Management Plan. The proposed project includes lowering the existing bed of High Creek, creating two sediment collection areas, and modifying the existing berms to provide improved flood protection. The project design team includes Pacific Surveying and Engineering (PSE), Associated Earth Sciences, Inc., and Element Solutions. The anticipated role of each team member is identified in Table 1.

Table 1 - Team Members and their Roles

<table>
<thead>
<tr>
<th>Firm</th>
<th>Role</th>
</tr>
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<tbody>
<tr>
<td>Pacific Surveying &amp; Engineering (PSE)</td>
<td>Civil Design, Specifications, Cost Estimates and Bid Document Support</td>
</tr>
<tr>
<td>Associated Earth Sciences Inc. (AESI)</td>
<td>Geotechnical Engineering and Hydrogeology</td>
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<tr>
<td>Element Solutions (Element)</td>
<td>Sedimentation QA/QC</td>
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PROJECT TASKS

The project tasks listed below identify all of the key tasks and subtasks necessary to implement this project, including tasks to be performed by the FCZD, and by Whatcom County Public Works (County) on behalf of the FCZD, as well as the project team. The party responsible for each subtask is identified at the end of each description.

1. Data Collection and Review

This task includes the collection of any additional data that is critical to the development plans and specifications needed for the recommended alternative. A great deal of data has been collected previously by WSE for this project and we will make full use of this information. Subtasks that only involve work by the County or FCZD are not included in the project budget.

Subtasks associated with Data Collection and Review include:

- Topographic survey (to supplement earlier survey data, most notably near the mouth at Kendall Creek, and to capture wetland delineation flags)
  - PSE, with WSE support
- Wetland reconnaissance and delineation
  - County

Contract for Services
WATERSHED Science & Engineering – High Creek Final Design
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• Cultural resources survey
  o County

Assumptions
• Topographic, wetland and cultural resource mapping will be provided in AutoCAD format.

Deliverables
• Pertinent information will be described in the Project Report
• CAD/GIS maps and data will be used to develop final design

2. Permit-Ready Plans

Using the concept drawings developed for the Sediment Management Plan, a permit-ready plan set will be produced.

Subtasks associated with Permit-Ready Plans:
• Plan view, sections, and limited details
  o PSE, with WSE support
• Conceptual planting plan (areas and typicals)
  o Element and PSE, with County support
• Construction sequencing
  o PSE, with WSE support
• Preliminary cost estimate
  o PSE, with WSE support
• Mitigation and mitigation sequencing
  o County, with WSE support
• Wetland and stream cut and fill estimates
  o PSE

Assumptions
• WSE will work with County staff to ensure that 30% plans provide sufficient detail for permit acquisition

Deliverables
• 30% design drawings
• Technical memo outlining other relevant permitting information (cost estimate, mitigation, etc.)

3. Easement Acquisition Assistance

The existing easement for High Creek is too small to accommodate the channel and the existing berms. The design is likely to widen the corridor in certain areas, and will require accessing the channel from neighboring properties. Therefore, the project will require additional easements from several neighboring property owners, who are likely to benefit from the project through reduced flood risk. The negotiation process may be lengthy, and should be started as soon as feasible.

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WATERSHED Science & Engineering – High Creek Final Design
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Subtasks associated with Easement Acquisition Negotiations:
- Identify required easement areas
  - WSE
- Identify impacted landowners
  - WSE with County support
- Contact and negotiate with landowners
  - County with WSE support
- Finalize agreements with landowners
  - County

Assumptions
- County will provide WSE with updated and accurate parcel maps, including existing easements, for use in GIS or CAD format.
- Some changes in easements may be made between permit-ready plans and 60% plans, based on input from landowners and agencies. Therefore, easements should be finalized only after 60% design plans are completed.

Deliverables
- Map showing existing and additional required easements for each parcel affected, including area calculations.

4. Final Technical Analyses

Additional hydrologic and geotechnical information will be gathered and used to update the analyses performed as part to the Sediment Management Plan. The resulting information will be used in an iterative process to support final design.

Subtasks associated with Final Technical Analysis include:
- Analysis of hydrologic data from gages installed by FCZD in 2015
  - WSE, with support from County
- Geotechnical investigation, including 6-10 exploration pits, lab testing, analysis, and engineering recommendations
  - AESI
- Updated hydraulic modeling
  - WSE
- Sediment transport analysis
  - WSE and Element

Assumptions
- FCZD will provide water level data from recently-installed dataloggers
- FCZD will be the lead to arrange property access for geotechnical investigation

Deliverables
- Technical memos summarizing
  - Hydrologic, hydraulic and sediment transport analysis
  - Geotechnical investigation and findings

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5. 60% Design Plans

A set of complete design plans will be produced showing any changes resulting from review by landowners and local agencies. This set will include most design details and specifications.

Subtasks associated 60% Design Plans include:
- Coordination with agencies
  - County, with WSE support
- Coordination with landowners
  - County, with WSE support
- 60% Design drawings
  - PSE, with WSE support
- Temporary erosion and sedimentation control plan
  - PSE
- Planting plan
  - WSE, with County support
- Dewatering and Fish Removal plan
  - Element, with County support
- Post-Construction Maintenance and Management Plan, providing recommendations on how the sediment collection areas should be monitored and managed
  - WSE, with PSE and County support
- Draft details and specifications
  - PSE
- Draft Engineer’s cost estimate
  - PSE

Assumptions
- FCZD will lead coordination with agencies and landowners.
- FCZD will provide one markup set of the 30% plans plus notes as needed

Deliverables
- 60% design set, draft specifications and cost opinion.

6. Final Design Plans

Once County staff, local landowners, and agencies have reviewed and commented on 60% design plans, a final design set will be completed.

Subtasks associated with Final Design Plans include:
- Final Design drawings
  - PSE
- Final Specifications, using FCZD-recommended template
  - PSE
- Final quantities calculations
  - PSE

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• Engineer’s cost estimate
  o PSE
• Quantities/Bid table
  o PSE
• Basis of Design Report
  o PSE and WSE

Assumptions
• FCZD will lead coordination with agencies and landowners.
• FCZD will provide one markup set of the 60% plans plus notes as needed

Deliverables
• Final, bid-ready design drawings, specifications, and Engineer’s cost estimate.

7. Construction Support

WSE will assist the FCZD with the contractor bidding process, with on-site observations and recommendations during construction, and with other aspects of construction management as may be requested by the FCZD.

Subtasks associated with Construction Support may include:
• Contractor questions and responses
  o County, with PSE and WSE support
• Pre-Bid conference and site tours
  o County, with PSE and WSE support
• Review of contractor bids
  o PSE and WSE
• On-site observations during construction as requested by FCZD at key times (e.g. installation of grade control, verify clearing and grading extents, subgrade preparation and compaction of berms, suitability of construction materials, and conformance with design intent).
  o WSE, PSE, and AESI
• Assistance in responding to contractor Requests for Information
  o WSE and PSE
• Technical Memorandum and As-Built plan documenting any significant plan changes
  o WSE and PSE

Assumptions
• County staff will provide day-to-day construction supervision and serve as primary point of contact for WSE and contractor.
• Work performed by WSE and sub-consultants PSE and AESI in this task will be commensurate with the budget allocated to this task
• Construction support services performed under this contract will be completed in the summer and fall of 2016
• For all on-site observations performed, WSE and PSE will prepare notes using a form agreed upon in advance with the FCZD, and will take digital photos for recordkeeping purposes.
• As-Built will consist of original plan set with notations of significant changes
Deliverables

- As-Built plan set
- Tech Memo
- Observation notes and photos (in format agreed upon in advance with the FCZD)
- Written response to contractor RFI's (in format agreed upon in advance with the FCZD)
# Exhibit B - Compensation

## High Creek Final Design & Construction Support

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### Direct Expense Estimate

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As consideration for the services provided pursuant to Exhibit A - Scope of work, the County agrees to compensate the contractor according to the hourly rates included in Exhibit B. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage will be reimbursed at IRS rate. Other expenditures such as printing and postage shall be reimbursed at actual cost; the cost of subconsultants shall be reimbursed at cost plus 5%.

Contractor will invoice monthly. Invoices will include hours worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Compensation shall not exceed $144,545. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor’s expense.

**Contract for Services**

WATERSHED Science & Engineering – High Creek Final Design

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CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Michael J Hall & Company
Hall & Company
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Michael J Hall & Company
PHONE: 360-598-3700
FAX: 360-598-3703
EMAIL: certificates@hallandcompany.com

INSURER
Watershed Science & Engineering
110 Prefontaine PL S, Suite #508
Seattle WA 98104

INSURED

21156

INSURER A: Sentinel Insurance Company
INSLR A NUM: 11000

INSURER B: CATLIN INSURANCE COMPANY INC
INSLR B NUM: 19518

CERTIFICATE NUMBER: 1827570915
REVISION NUMBER:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if more space is required)
Project: High Creek Sediment Management Final Design Project
Whatcom County Flood Control District, Whatcom County, its elected officials, officers, employees and volunteers are named as additional insured; Whatcom County Flood Control District, its appointed officials, officers, employees and volunteers are named as additional insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. This insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.

CERTIFICATE HOLDER
Whatcom County & Whatcom County Flood Control District
322 N. Commercial St., Suite 120
Bellingham WA 98225

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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### Project Schedule

**High Creek Design, Construction Plans & Specifications, and Construction Support**

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- Indicates Key Benchmark
- Indicates meeting
Design Assistance for Birch Point Collaborative Drainage System Repair Project

ATTACHMENTS:
1. Memo
2. Contract Information Sheet
3. Contract and related exhibits

SEPA review required? \( \times \) Yes \( \_\) NO
SEPA review completed? \( \_\) Yes \( \times \) NO
Should Clerk schedule a hearing? \( \_\) Yes \( \times \) 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 provides for design services to develop the final plans, specifications, and engineer's estimate for the Birch Point Collaborative Drainage System Repair project.

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

TO: The Honorable Jack Louws, County Executive, and Honorable Members of the Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka; LHG, Natural Resources Program Manager
Kirk Christensen, PE, CSM, Stormwater Manager

RE: Contract with GeoEngineers for Design Assistance of the Birch Point Collaborative Drainage System Repair Project

DATE: May 28, 2015

Enclosed for your review and approval are two originals of a contract between Whatcom County and GeoEngineers for design assistance of the Birch Point Collaborative Drainage System Repair project.

- Background and Purpose
The Board of Supervisors of the Countywide Flood Control Zone District approved the request to develop the Birch Point Stormwater Management Study in May 2014 to evaluate potential drainage solutions to address stormwater flooding in the Birch Point area. The study was completed in January 2015 and included a stormwater site plan and a preliminary drainage report.

The preliminary engineering report provided three design options to address the conveyance of stormwater from a discharge point along Semiahmoo Drive to the beach. The preferred solution consists of a tight-line HDPE pipe, anchored at a point well above the beach and dispersion tee outlet down at the beach. The enclosed contract for design services will develop the final plans, specifications, and engineer’s estimate.

GeoEngineers was chosen through a competitive selection process (RFQ 15-01).

- Funding Amount and Source
Budget authority for this design contract in the amount of $63,762 is available through BBWARM and will be reimbursed by the Whatcom County Road Fund.

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

Enclosures
WHATCOM COUNTY CONTRACT INFORMATION SHEET

Originating Department: Public Works-Stormwater
Contract or Grant Administrator: Kraig Olason, Senior Planner
Contractor’s / Agency Name: GeoEngineers, Inc.

Is this a New Contract? Yes ☑ No ☐
If not, is this an Amendment or Renewal to an Existing Contract?
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:

Does contract require Council Approval? Yes ☑ No ☐
If No, include WCC: (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

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

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

Is this the result of a RFP or Bid process? Yes ☑ No ☐
If yes, RFP and Bid number(s): RFQ 15-01 Cost Center: 169250

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

If YES, indicate exclusion(s) below:
☒ Professional services agreement for certified/licensed professional.
☐ Contract work is for less than $100,000.
☐ Contract work is for less than 120 days.
☐ Interlocal Agreement (between Governments).
☐ Contract for Commercial off the shelf items (COTS).
☐ Work related subcontract less than $25,000.
☐ Public Works - Local Agency/Federally Funded FHWA.

Contract Amount: (sum of original contract amount and any prior amendments): $ 63,762***
This Amendment Amount: $
Total Amended Amount: $ 

Contracts that require Council Approval (incl. agenda bill & memo)
• Professional Services Agreement above $20,000.
• Bid is more than $50,000.
• Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

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

Summary of Scope:
GeoEngineers will provide design services to develop the final plans, specifications, and engineer’s estimate for this project.

Term of Contract: Expiration Date: December 31, 2016

Contract Routing:
1. Prepared by: R. McConnell Date: 5/21/15
2. Attorney signoff: Daniel L. Gibson Date: 05/22/15
3. AS Finance reviewed: bbennett Date: 5/28/15
4. IT reviewed (if IT related):
5. Contractor signed: 
6. Submitted to Exec.:
7. Council approved (if necessary):
8. Executive signed:
9. Original to Council:
CONTRACT FOR SERVICES
DESIGN ASSISTANCE FOR THE BIRCH POINT COLLABORATIVE DRAINAGE SYSTEM REPAIR PROJECT

GEOENGINEERS, INC., hereinafter called Contractor, and Whatcom County Flood Control Zone District, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

1. General Conditions, pp. 3 to 8.
2. Exhibit A (Scope of Work), pp. 9 to 12.
4. 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 10th day of June 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December 2016.

The general purpose or objective of this Agreement is to: provide design assistance for the Birch Point Collaborative Drainage System Repair project, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed SIXTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-TWO AND NO 100/100 ($63,762.00). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

CONTRACTOR:

GeoEngineers, Inc.

J. Robert Gordon, P.E., Principal

STATE OF WASHINGTON

COUNTY OF Whatcom ss.

On this 29th day of May 2015, before me personally appeared J. ROBERT GORDON to me known to be a PRINCIPAL of GEOENGINEERS, INC.; and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

SANDRA L. MOCK
WHATCOM COUNTY:
Recommended for Approval:

Date
Jon Hutchings
Public Works Director

Approved as to form:

Date
Daniel L. Gibson
Chief Civil Deputy Prosecutor

Approved:
Accepted for Whatcom County Flood Control Zone District:

By:
Jack Louws, Whatcom County Executive/
Signatory for Flood Control Zone District Board of Supervisors

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:

GeoEngineers
J. Robert Gordon, P.E., Principal

Address:
600 Dupont Street
Bellingham, WA 98225

Contact: Sean Cool
Phone: 360-647-1510
FAX: 360-647-5044
Email: scool@geoengineers.com
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:
The Contractor’s services shall be furnished by the Contractor as an independent contractor, and nothing 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:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

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

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

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement insurance with the following minimums:

Commercial General Liability -
Property Damage - $500,000.00 per occurrence;
Bodily Injury- $1,000,000.00 per occurrence.

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

Professional Liability - $1,000,000 per occurrence: claim
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.
34.2 **Industrial Insurance Waiver:**
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

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

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

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

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

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

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

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

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

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

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

Jon Hutchings, Director, Whatcom County Public Works, 322 N. Commercial Street, Suite 210, Bellingham, WA 98225

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

38.1 Certification of Public Works Contractor’s Status under State Law: Not Applicable
38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable
38.3 E-Verify: Not Applicable

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

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

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

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

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

42.1 Disputes:
a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

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

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

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. (GeoEngineers) is pleased to present our scope and fee estimate to Whatcom County Public Works (WCPW) for engineering services to design a stormwater outfall replacement for the Birch Point Collaborative Drainage System Repair. With the majority of the work replacing the marine outfall located at 8619 Semiahmoo Drive in Blaine, Washington.

The scope of services presented herein is based on a meeting with Kraig Olason and Kirk Christensen of WCPW and site meeting with Quin Clements and Danny Ochoa of Davido Consulting Group (DCG) and Kraig Olason. GeoEngineers has reviewed the following information provided by WCPW:

Topographic base map;

Stormwater Site Plan Birch Point by 2020 Engineering, January 2015; and


We understand that the existing outfall pipe is undersized and periodically subject to overflow. The existing pipe is also located on a steep unstable beach bluff and has not been designed with any anchoring. Based on review of the 2020 Engineering reports and meetings with WCPW, we understand that a new outfall pipe(s) with new anchor block system is the preferred option for design of the outfall. The pipe will discharge to an energy dissipater at the base of the slope above the ordinary high water mark (OHWM). As part of the project, the existing culvert crossing at Semiahmoo Drive will be replaced with a new structure sized for expected flows and the open channel between Semiahmoo Drive and the top of the beach bluff that is currently an open channel may be replaced with a closed pipe system. Some limited regrading of Semiahmoo Drive is expected to redirect potential overflow to secondary inlet structures.

The following scope of services provides task details regarding our assumptions, deliverables, schedule, and budget. We understand WCPW is responsible for the permits required to perform the work. GeoEngineers has expertise in permitting and can provide assistance to WCPW with preparation of permit applications and associated drawings.

SCOPE OF SERVICES

The scope of services identified is intended to provide WCPW with design of the stormwater outfall replacement identified above. We have included the support of DCG to provide civil engineering and help prepare final plans, specifications and estimates. Specifically, the proposed scope of services includes tasks as described below:

TASK 0100 – Geotechnical Engineering Services

GeoEngineers will provide geotechnical engineering services and geologic hazard evaluation for use in design of the new outfall, anchor block and associated piping. The specifics scope includes:

1. Collect and review available information for the project area including available reports, published papers, geographic information system (GIS) data layers, aerial photographs, LiDAR data, existing topographic survey, WCPW observations, and other data pertinent to the project site.

2. Complete field investigation and collect field data including the following tasks:
   a. Contact the one-call utility locate service and mark locations of planned explorations in the field (as required by regulations).
   b. Perform site explorations including shallow auger bores with small track-mounted equipment, hand-augered borings and Dynamic Cone Penetrometer Tests (DCPT) at accessible locations. We have
budgeted one day for two people to complete this field work for safety reasons and one half day for the subcontracted tracked equipment. We assume that WCPW will coordinate site access with the adjacent property owner(s) if necessary.

c. Complete a geologic reconnaissance of the steep slope during the same site visit as the hand-augered borings and DCPTs.

3. Complete slope stability analysis of selected alternative based on the observed and assumed subsurface soil profile.

4. Prepare a geologic hazard area assessment to meet Whatcom County Critical Areas Ordinance (CAO) and provide recommendations for mitigation as appropriate. The geologic hazard critical areas elements will be included in our geotechnical report for the project.

5. Provide geotechnical soil parameters for anchor block design including passive earth pressures and minimum setback distance to DCG, and recommendations for alternate foundation support if necessary.

6. Provide recommendations for excavation and earthwork, reuse of on-site soils, structural fill and compaction requirements.

Deliverables

a) Draft Geotechnical Engineering Report
b) Final Geotechnical Engineering Report

Assumptions

WCPW will provide any additional available maps, basemaps, previous design documents (roads, culverts, etc.), reports or studies for the project site and adjacent upstream developments or properties.

WCPW will provide permitting documents previously prepared by WCPW.

TASK 0200 - Environmental Permitting Services

GeoEngineers will provide quantities and graphic services in support of permitting:

1) Preparation of exhibit(s) for permit applications.

2) Limited follow up assistance as requested.

Deliverables

a) Permit exhibit(s) and quantities as required up to budgeted amount.

TASK 0300 - Civil Engineering Design Services

Civil engineering design services will be subcontracted to DCG. DCG will complete stormwater system design for the new inlet, culvert and control structures, piping, anchor block and new outfall pipe, as well as roadway regrading details as appropriate, including:

1) Stormwater system design including review of existing basin delineation and hydrologic/hydraulic model and preparation of project Storm Drainage Design Report.

2) Incorporation of additional survey information and certification that base map is adequate for construction design. Civil plan preparation including:

a. Temporary erosion and sediment control plan;

b. 60%, 90%, and Final drainage and outfall plan set; and

c. Project specifications.
3) Plan set which includes, at a minimum:
   a. Title Sheet with Vicinity Map and Index
   b. Legend and Notes
   c. Site Map which includes Demolition and temporary erosion and sedimentation control/Stormwater Pollution Prevention Plan (TESC/SWPPP) and Outfall Diversion/Bypass
   d. Drainage/Outfall Profile
   e. Drainage/Outfall Plan and Sections
   f. Drainage/Outfall Notes and Details
   g. Detour and Traffic Control Plan
   h. County/Washington State Department of Transportation (WSDOT) Standard Plans

4) Attend pre-bid meeting, respond to bidder questions and prepare two addenda, if needed.

Plan drawings will be provided electronically in 11- by 17-inch half-size format and full-size format which will include cover and vicinity map, legend and notes, plan views, profiles, sections, details, erosion control and restoration sheets. Specifications will be developed as Special Provisions following the American Public Works Association (APWA)/WSDOT standards and include standard bid items and the WSDOT 2012 Standard Specifications. The 90% submittal will follow with a comment and response meeting with WCPW. We anticipate our design development services will include the tasks as described in Appendix A.

**Deliverables**

a) Storm Drainage Design Report
b) 11- by 17-inch and full size format electronic 60% Plans in sufficient detail for internal review and permit applications
c) 11- by 17-inch and full size format electronic 90% Plans, Special Provisions
d) 11- by 17-inch and full size format electronic 100% Plans, Special Provisions
e) Bid package including Engineer’s estimate, bid items with descriptions, and bid form and/or schedule
f) Two bid addenda, if needed

**Assumptions**

WCPW to provide previous stormwater modeling data files.

Permit filing will occur at or before 60% design plans.

Final design documents may need to be prepared prior to receipt of all project permits. If project permits contain requirements substantively different from the project as described in the permit documents, additional budget may be required to conform the design to the final permit requirements.

WCPW will prepare “front-end” bid documents (instructions to bidders, bid forms, contracts, general conditions, prevailing wage information, etc.). WCPW will also provide any supplements or modifications to the WSDOT Standard Specifications. WCPW will provide a list of preferred bid item descriptions from past projects.

WCPW will lead all permitting activities and perform all agency coordination.

WCPW will lead the bid process, and host the pre-bid meeting.

Site survey data, including OHWM, will be provided to DCG in AutoCAD format.
TASK 0400 – PROJECT MANAGEMENT

1. GeoEngineers will provide team coordination and communication with WCPW and DCG to advance design and meet required project schedules. We will provide periodic interim reports (via phone or e-mail) and monthly progress memos associated with invoicing in a format as provided by WCPW.

Deliverables

a) Monthly invoices

Monthly progress report with percent complete by task and summary of work completed during previous period, work anticipated during next period, and any required information needs or design issues

Assumptions

The overall project duration is through fall 2016

PROJECT SCHEDULE

We are in a position to begin work after receiving your authorization to proceed. The project schedule below is based on an undefined notice to proceed.

<table>
<thead>
<tr>
<th>Task Description/Project Milestone</th>
<th>Completion</th>
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<tr>
<td><strong>Task 0100 – Geotechnical Services</strong></td>
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<tr>
<td>Field exploration and laboratory testing</td>
<td>3 weeks after NTP</td>
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<tr>
<td>Draft geotechnical report</td>
<td>6 weeks after NTP</td>
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<tr>
<td>Final geotechnical report</td>
<td>1 week after receipt of final comments</td>
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<td><strong>Task 0200 – Environmental Permitting Services</strong></td>
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<td>Preparation of quantity estimates and assist with preparation of permit exhibits</td>
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<td><strong>Task 0300 – Civil Engineering Design</strong></td>
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<td>60% Design</td>
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<td>90% Design and Special Provisions</td>
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<td>100% Design and Special Provisions</td>
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<tr>
<td>Bid Package</td>
<td>3 weeks after receipt of 100% approval from WCPW</td>
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PROJECT BUDGET

The project Task Hours and Budget presented in Exhibit B represents our knowledge of the work already completed, best understanding of the requested project elements, and accompanying assumptions. We will keep you apprised of project status and conditions that may significantly affect our scope and estimate.

*We propose to complete our services on a time-and-expense basis in accordance with the attached Schedules of Charges (Rate Sheets) for GeoEngineers and DCG presented in Exhibit B-1.*
EXHIBIT "B"
(Compensation)

Exhibit B - Task Hours and Budget
Geotechnical Services and Project Management
Birch Point DNR Outfall
Blaine, WA

Estimated Labor:

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<tr>
<td>Task 0300 - Civil Engineering Design Services</td>
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Budget Narrative
Contract amounts shall not exceed the total budget referenced (above). As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the project budget (Exhibit B). Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 10%. Expense reimbursement requests must be accompanied by copies of paid invoices. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.
# EXHIBIT B-1
## PRIME CONSULTANT
### SALARY RATES

<table>
<thead>
<tr>
<th>PRIME Consultant:</th>
<th>Davido Consulting Group, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract No.:</td>
<td></td>
</tr>
<tr>
<td>Contract Title:</td>
<td>Birch Point - DNR Outfall Project</td>
</tr>
</tbody>
</table>

The Hourly Rates used on this Contract are based on all-inclusive, fair and competitive “standard industry rates.”

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly All-Inclusive Billing Rate</th>
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</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$170.00</td>
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<tr>
<td>Engineer Tech IV</td>
<td>$125.00</td>
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<td>Engineer IV</td>
<td>$123.00</td>
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---

### DAVIDO CONSULTING GROUP, INC.
**PROFESSIONAL ENGINEERING SERVICES ESTIMATE - Civil Engineering Services**

**Project:** Birch Point - DNR Outfall  
**Client:** Whatcom County Public Works  
**DCG PM:** Qin Chen

<table>
<thead>
<tr>
<th>TASK NO.</th>
<th>TASK DESCRIPTION</th>
<th>Notes</th>
<th>LABOR CATEGORIES</th>
<th>TOTAL FOR EACH TASK</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management/Admin/Field Reconnaissance/Meetings</td>
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<td>PRINCIPAL ENGINEER 10</td>
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<tr>
<td>2</td>
<td>Stormwater System Design</td>
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<td>ENGINEER CIVIL 08</td>
<td>08</td>
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<tr>
<td>2a</td>
<td>Review Existing Basin Delineation and Hydrologic Model</td>
<td>1</td>
<td>ENGINEER CIVIL 8</td>
<td>08</td>
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<tr>
<td>2b</td>
<td>Prepare Project Storm Drainage Design Report</td>
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<td>ENGINEER CIVIL 16</td>
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<td>3</td>
<td>Civil Plan Preparation</td>
<td>2.3</td>
<td>CIVIL TECH 04</td>
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<tr>
<td>3a</td>
<td>Prepare Temporary Erosion &amp; Sediment Control Plan</td>
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<td>ENGINEER CIVIL 8</td>
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<tr>
<td>3b</td>
<td>Prepare 60% Drainage &amp; Outfall Plan Set</td>
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<td>ENGINEER CIVIL 24</td>
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<td>3c</td>
<td>Prepare 90% Drainage &amp; Outfall Plan Set</td>
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<td>CIVIL TECH 16</td>
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<td>3d</td>
<td>Prepare Final Construction Plan Set</td>
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<td>3e</td>
<td>Prepare Project Specifications</td>
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<td>CIVIL TECH 24</td>
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<td>3f</td>
<td>Prepare Project Bid Packet &amp; Addendum</td>
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<td>CIVIL TECH 02</td>
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<td>4</td>
<td>Construction Cost Estimate</td>
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<td>CIVIL TECH 02</td>
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<td>5</td>
<td>Undefined Design Elements</td>
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<td>CIVIL TECH 22</td>
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**TOTAL ESTIMATED HOURS BY LABOR CATEGORY**

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<tr>
<th>HOURLY RATE</th>
<th>TOTAL ESTIMATED CHARGES BY LABOR CATEGORY</th>
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<tbody>
<tr>
<td>$170.00</td>
<td>$9,350.00</td>
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<tr>
<td>$125.00</td>
<td>$14,760.00</td>
</tr>
<tr>
<td>$123.00</td>
<td>$9,250.00</td>
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</table>

**Notes:**
1. DCG will review the existing basin delineation and hydrologic hydraulic modeling. If additional revisions are required, DCG will discuss alternatives with the County and negotiate additional fees prior to commencing work.
2. A topographic survey will be provided for use in the preparation of the site civil plan. Any additional surveying required will be provided by Whatcom County.
3. Anchor block design & setback recommendations will be provided by project geotechnical engineer.
4. Estimate allows for 2 addendums.

**Estimated Total Labor:** $33,360.00
**Estimated Expenses & Mileage:** $100.00
**Estimated Total Fees & Expenses:** $33,460.00
Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925

CERTIFICATE OF INSURANCE

DATE
04/06/15

NAME AND ADDRESS OF INSURED
GeoEngineers, Inc.
600 Dupont Street
Bellingham, WA 98225

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>Professional Liability</th>
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<table>
<thead>
<tr>
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<th>EFFECTIVE DATE</th>
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<td>215019</td>
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<th>LIMITS OF LIABILITY</th>
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<td>EACH CLAIM</td>
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<td>ANNUAL AGGREGATE</td>
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PROJECT DESCRIPTION
Birch Point DNR Outfall

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

CERTIFICATE HOLDER
Whatcom County Public Works
Attn: Kirk Christensen, PE
322 North Commercial Street, Suite 301
Bellingham, Washington 98226

ISSUING COMPANY:
TERRA INSURANCE COMPANY
(A Risk Retention Group)

[Signature]
President

117
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Willis of Seattle, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: certificates@willis.com
PHONE (A/C, No, Ext): (877) 945-7376
FAX (A/C, No, Ext): (888) 467-2378
E-MAIL ADDRESS:

ININSURER(S) AFFORDING COVERAGE:

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<td>Travelers Property Casualty Company of America</td>
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<tr>
<td>25658</td>
<td>Travelers Indemnity Company</td>
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<tr>
<td>23035</td>
<td>Liberty Mutual Fire Insurance Company</td>
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INSURED
GeoEngineers, Inc.
8410 154th Ave. NE
Redmond, WA 98052

COVERAGES

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<td>OCCUR</td>
<td>03/31/2015</td>
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<td>NON-OWNED AUTOS</td>
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<td>UMBRELLA LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td>DESCRIPTION OF OPERATIONS below</td>
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<td>PER STATUTE OTH-</td>
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<tr>
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<td>ER</td>
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LIMITS

- EACH OCCURRENCE: $1,000,000
- DAMAGE TO RENTED PREMISES (Ea occurrence): $100,000
- MED EXP (Any one person): $5,000
- PERSONAL & ADV INJURY: $1,000,000
- GENERAL AGGREGATE: $2,000,000
- PRODUCTS - COMPO/POLL ACG: $2,000,000
- $1,000,000

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

This certificate is void and replaces the previously issued certificate dated: 4/8/2015

Re: Birch Point DNR Outfall

Whatcom County Public Works and The County of Whatcom are included as an Additional Insured as respects to General Liability as required by written contract.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insuredas.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Whatcom County Public Works
322 North Commercial Street, Suite 301
Bellingham, WA 98225

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
Description of Operations/Locations/Vehicles:
required by written contract.

WA Stop Gap, USL&H and Maritime Employers Liability coverage is included under Workers' Compensation coverage evidenced above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-participatory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
TITLE OF DOCUMENT: Resolution authorizing Executive and Council support of the National Stepping Up Initiative designed to reduce the number of people with mental illness in jail.

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 support and approval to sign on to the Call to Action to reduce the number of people with mental illnesses in our county jail and to commit to sharing lessons learned with other counties in our state and across the country to support a national initiative and encourage all county officials, employees and residents to participate in Stepping Up.

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 28, 2015

FROM: Jack Louws, County Executive

RE: Resolution to sign on to the national Call to Action to reduce the number of people with mental illnesses in our county jail.

Background and Purpose:
The Whatcom County Council and Whatcom County Executive share a commitment to reduce jail populations and reduce recidivism through jail alternative programs. 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.

Whatcom County has also proposed the formation of an Incarceration and Reduction Task Force intended to provide the County council and County Executive recommendations, oversight, and specific timeframes on the development of new, or enhancement of existing programs designed along a continuum that effectively reduces incarceration of individuals struggling with mental illness and chemical dependency, and minimizes jail utilization by pretrial defendants who can safely be released. These efforts demonstrate the County’s commitment to reduce the number of people with mental illnesses in our county jail consistent with the national Stepping Up initiative.

Requested Action: Request Council support to sign on to the national Call to Action to reduce the number of people with mental illnesses in our county jail and commit to sharing lessons learned with other counties in our state and across the country.

I thank you in advance for your support of this important national initiative.
Resolution 2015-______________

Resolution to Support the National “Stepping Up” Initiative Designed to Reduce the Number of People with Mental Illnesses in Jails

WHEREAS, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and

WHEREAS, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general public; and

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and

WHEREAS, adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and

WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and

WHEREAS, Whatcom County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

WHEREAS, Whatcom County has developed a continuum of behavioral health programs funded through the Behavioral Health Sales Tax Fund, which helps people stay out of jail by offering mental health and substance use disorder treatment and support; and

WHEREAS, the continuum of behavioral health programs address four primary goals, one of which is to provide interventions that divert mentally ill and chemically dependent citizens from the criminal justice system to more appropriate options of care; and

WHEREAS, Whatcom County has established an Incarceration Prevention and Reduction Task Force intended to provide the County Council and County Executive recommendations, oversight, and specific timeframes on the development of new, or enhancement of existing programs designed along a continuum that effectively reduces incarceration of individuals struggling with mental illness and chemical dependency, and minimizes jail utilization by pretrial defendants who can safely be released; and

WHEREAS, through the Stepping Up Initiative, the National Association of Counties, the Council of State Governments Justice Center and the American Psychiatric Foundation, are encouraging public, private and nonprofit partners to reduce the number of people with mental illnesses in jails; and
NOW, THEREFORE, LET IT BE RESOLVED, that I, Jack Louws, County Executive, with the support of the County Council, do hereby sign on to the Call to Action to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in my state and across the country to support a national initiative and encourage all county officials, employees and residents to participate in Stepping Up. We resolve to utilize the comprehensive resources available through Stepping Up to:

- Convene or draw on a diverse team of leaders and decision makers from multiple agencies committed to safely reducing the number of people with mental illnesses in jails.
- Collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk, and use that baseline information to guide decision making at the system, program and case levels.
- Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders, and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and supports in the community.
- Develop a plan with measurable outcomes that draws on the jail assessment and prevalence data and the examination of available treatment and service capacity, while considering identified barriers.
- Implement research-based approaches that advance the plan.
- Create a process to track progress using data and information systems, and to report on successes.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

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

APPROVED AS TO FORM:

_________________________
Chief Civil Deputy Prosecutor
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>MT</td>
<td>5/12/15</td>
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<td></td>
<td>Finance</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td>JUN 0 2 2015 WHATCOM COUNTY COUNCIL</td>
<td></td>
<td>Council</td>
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<td>Prosecutor:</td>
<td>KJF</td>
<td>5/29/15</td>
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<td>Purchasing/Budget:</td>
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<td>5/28/15</td>
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<tr>
<td>Executive:</td>
<td>TPS</td>
<td>6/2/15</td>
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</tbody>
</table>

**TITLE OF DOCUMENT:**
WEST ONLINE SUBSCRIPTION CONTRACT

**ATTACHMENTS:**
Contract, sole source approval letter, contract information sheet and explanatory memo.

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

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

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

Request approval for the County to enter into a three year contract with WEST for on-line access to legal research databases and print service subscriptions for the Whatcom County Law Library.

**COMMITTEE ACTION:**

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

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
TO: Jack Louws, County Executive
FROM: Virginia Tucker, Law Librarian
RE: West subscription contract for Law Library
DATE: May 19, 2015

Enclosed is the renewal contract between Whatcom County Law Library and West Publishing for your review and approval.

Background and Purpose

This is a three-year sole source subscription contract with West for online databases and print subscriptions and Sole Source Approval letter is attached. The contract expires three years from the date of signing. The current three-year contract expires May 31, 2015.

Funding Amount and Source

The funding amount is $2,144.00 per month or $25,728 annually, with a 2 percent increase cap in Year 2 and Year 3, plus the cost of individual hardcopy volumes at a 50% discount. The source of funding is generated by the Law Library’s statutory allotment from the number of Civil Court filings in Superior Court and District Court and the local Bar Association donations via the general fund.

Differences from Previous Contract

Due to price hikes for hardcopy sources the contract includes discontinuing the American Jurisprudence 2d (legal encyclopedia) print subscription in order to stay within budget; this is an annual savings of $6,442. The contract carries a 50% discount for the five of the remaining hardcopy subscriptions (listed on page 1 of contract).

Thank you.

Approved: 
Jack Louws, County Executive
TO: Brad Bennett, Finance Manager

FROM: Virginia Tucker, Law Librarian

RE: Sole source designation for West subscription

DATE: May 19, 2015

Attached please find a three-year renewal contract for the Law Library’s West subscription, along with a cover letter for Executive Louws with details on funding sources and differences from the previous contract (this is an updated letter from the previous letter when the last contract was signed).

West was previously designated a sole source provider at the time of our contract renewal in 2012. We request that West again be designated a sole source provider because these databases and hardcopy sources are only available from West.

Thank you.

Approved: Brad Bennett, Finance Manager
<table>
<thead>
<tr>
<th><strong>WHATCOM COUNTY CONTRACT INFORMATION SHEET</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Originating Department:</strong> Law Library</td>
</tr>
<tr>
<td><strong>Contract or Grant Administrator:</strong> Virginia Tucker</td>
</tr>
<tr>
<td><strong>Contractor's / Agency Name:</strong> West</td>
</tr>
<tr>
<td><strong>Is this a New Contract?</strong> Yes ☑ No ☐</td>
</tr>
<tr>
<td><strong>Does contract require Council Approval?</strong> Yes ☑ No ☐</td>
</tr>
<tr>
<td><strong>Is this a grant agreement?</strong> Yes ☑ No ☐</td>
</tr>
<tr>
<td><strong>Is this contract grant funded?</strong> Yes ☑ No ☐</td>
</tr>
<tr>
<td><strong>Is this the result of a RFP or Bid process?</strong> Yes ☑ No ☐</td>
</tr>
<tr>
<td><strong>Source Approved</strong></td>
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<tr>
<td><strong>If YES, indicate exclusion(s) below:</strong></td>
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<tr>
<td>☑ Professional services agreement for certified/licensed professional.</td>
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<tr>
<td>☑ Contract work is for less than $100,000.</td>
</tr>
<tr>
<td>☑ Contract work is for less than 120 days.</td>
</tr>
<tr>
<td>☑ Interlocal Agreement (between Governments).</td>
</tr>
<tr>
<td>☑ Contract for Commercial off the shelf items (COTS).</td>
</tr>
<tr>
<td>☑ Work related subcontract less than $25,000.</td>
</tr>
<tr>
<td>☑ Public Works - Local Agency/Federally Funded FHWA.</td>
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<tr>
<td><strong>Contract Amount:(sum of original contract amount and any prior amendments):</strong>  $ 78,738 (over 3 years)</td>
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<td><strong>This Amendment Amount:</strong>  $</td>
</tr>
<tr>
<td><strong>Total Amended Amount:</strong>  $</td>
</tr>
<tr>
<td><strong>Summary of Scope:</strong> This is a 3-year, sole source, subscription with West for legal research databases and print subscriptions.</td>
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<td><strong>Term of Contract:</strong> Three years</td>
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<td><strong>Expiration Date:</strong> 3 years from date of execution</td>
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<td><strong>Contract Routing:</strong></td>
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<tr>
<td>1. Prepared by: Law Librarian</td>
</tr>
<tr>
<td>Date: 5/22/2015</td>
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<tr>
<td>2. Attorney signoff:</td>
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<tr>
<td>Date: 5/28/15</td>
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<tr>
<td>3. AS Finance reviewed:</td>
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<tr>
<td>Date: 5/28/15</td>
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<td>4. IT reviewed (if IT related):</td>
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<tr>
<td>Date:</td>
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<tr>
<td>5. Contractor signed:</td>
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<tr>
<td>Date:</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
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<tr>
<td>Date: 5/28/15</td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>8. Executive signed:</td>
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<tr>
<td>Date:</td>
</tr>
<tr>
<td>9. Original to Council:</td>
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<tr>
<td>Date:</td>
</tr>
<tr>
<td><strong>Last Edited:</strong> 060414</td>
</tr>
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</table>
**WEST ORDER FORM - For WestPack Products**
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

---

**Check West account status below as applicable:**

<table>
<thead>
<tr>
<th>New</th>
<th>Existing with Increase Credit Limit</th>
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</thead>
<tbody>
<tr>
<td>(NACI Form attached)</td>
<td>(NACI Form attached)</td>
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**Existing with no changes**

**Existing with changes**

(Permanent name change must attach a Customer Name Change Form)

---

**Acct #** 1003199172  
**Quote #**   
**PO #**   
**Date** 5-15-15

**Name/Subscriber** WHATCOM COUNTY LAW LIBRARY  
**PO Box**  
**Bill To Acct #**

**Order Confirmation Contact Name** Virginia Tucker

**E-Mail** vtucker@co.whatcom.wa.us

**Password Contact Name** (for password delivery) Virginia Tucker

**E-Mail** vtucker@co.whatcom.wa.us

**Time and Billing Contact Name** Virginia Tucker

**E-Mail** vtucker@co.whatcom.wa.us

---

**Permanent Address Change**

**One-Time Ship To**

**Additional Ship To**

**Additional Bill To**

**Name**

**Attn:**

**Address**

**Suite/Floor**

**City**

**State**

**County**

**Zip**

---

**WestPack Principal Product**

**WestPack Promotion Code:** WPK3

---

**FullSvc#**

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**Notes:**

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc Patron Users.

---

**WestPack Secondary Products**

**-Quantity of WestPack Titles-**

**FullSvc#**

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† Total Charges includes charges from Attachment (500.dat), if applicable, which is incorporated by reference.

* This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) — ship and enter subscription(s) for the requested title.

** Subscriber maintains existing subscription(s) to this WestPack title — do not ship.
Subscription Terms for WestPack Products

Monthly charges ("Monthly Charges") for the WestPack Principal Product are billed on the date West processes Subscriber’s order and continue for the minimum term of complete calendar months elected by Subscriber with his/her initials below ("Minimum Term"). Subscriber also requests to enter and/or maintain all subscriptions to the WestPack Secondary Products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber’s WestPack Secondary Products (both initial charges and subscription charges) shall be billed separately at then current rates with the discount as set forth below. Any additional users added to any existing Per User CD-ROM product licensed by Subscriber from West shall be billed to the Minimum Term of the underlying Order Form for such product(s).

Subscriber’s Initials for 12, 24 or 36 Month Minimum Term

12 Month Minimum Term for WestPack Products – Subscriber agrees to commit to a 12 month Minimum Term for the Principal Product and Secondary Products. The Monthly Charges for the Principal Product during the Minimum Term shall be as set forth herein. A WestPack Secondary Product discount of 20% shall apply to both new and existing Secondary Product(s) during the Minimum Term.

24 Month Minimum Term for WestPack Products – Subscriber agrees to commit to a 24 month Minimum Term for the Principal Product and Secondary Products. The Monthly Charges for the Principal Product for the first 12 months shall be as set forth herein. Monthly Charges for the second 12 months shall be % more than the Monthly Charges for the first 12 months. A WestPack Secondary Product discount of 30% shall apply to both new and existing Secondary Product(s) during the Minimum Term.

36 Month Minimum Term for WestPack Products – Subscriber agrees to commit to a 36 month Minimum Term for the Principal Product and Secondary Products. The Monthly Charges for the Principal Product for the first 12 months shall be as set forth herein. The Monthly Charges for the second 12 months shall be % more than the Monthly Charges for the first 12 months. The Monthly Charges for the third 12 months shall be % more than the Monthly Charges for the second 12 months. A WestPack Secondary Product discount of 50% shall apply to both new and existing Secondary Product(s) during the Minimum Term.

Subscriber’s Initials for Subscription Term after the Minimum Term for WestPack Principal Product. Upon conclusion of the Minimum Term, Subscriber’s Monthly Charges shall be billed at up to then-current rates. Excluded Charges (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Monthly Charges may be modified upon 30 days notice to Subscriber. Either party may provide the other party with 30 days prior written notice of cancellation to the WestPack Principal Product above. In such event, all discounts associated with WestPack Secondary Products shall also terminate and the terms set forth below for WestPack Secondary Products shall apply. Subscriber’s notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

Subscriber’s Initials for WestPack Secondary Products after the Minimum Term. Upon conclusion of the Minimum Term Subscriber hereby requests that West continue to provide subscription services for the Secondary WestPack Products associated with the WestPack agreement. Subscription services consist of automatic shipments: a) for print products: updates and/or supplements to the service, including but not limited to, pocket parts, pamphlets, replacement volumes or loose-leaf pages, b) for CD-ROM products: updates and/or supplements to the service, including but not limited to, updated, replacement or supplemental CD-ROMs and online updates; and c) for eBook products that are updated: updates to the most current version of each edition of the eBooks set forth on this Order Form which are available during Subscriber’s subscription term (with browser-based online access to the most current version of the eBook), all of which will be billed separately at then-current rates with the discounts as set forth above unless Subscriber’s subscription to the Principal WestPack Product is terminated in which case the discounts shall terminate. West’s sales representatives will provide additional information regarding frequency and updates upon request. Subscription services for WestPack Secondary Products will continue until cancelled and may be cancelled at any time by West or cancelled upon written request by Subscriber to the attention of Customer Service at the address set forth herein.

For Transportation Charges and Returns and Refunds see “Additional Terms” herein.

Subscriber Initials for Banded Products

Subscriber has % attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTE’s (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or LegalEdCenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber’s charges as applicable.

Technical Contacts for Westlaw Patron Access and Campus Research and Thomson Innovation Administrator

Technical Contact Name (please print): Virginia Tucker
Phone: 360-676-6556
E-Mail Address: vtucker@co.wash.wa.us
Current Account #: PA 1003199172 / print 1000718985
Patron Access: IP Address:

Campus Research: IP Address Range

Orders submitted without IP Address information may delay set up and access

Subscriber Initials 2 Terminals will be used for Patron Access (not required for Campus Research).

Subscriber Initials Concurrent users will be used for Patron Access (not required for Campus Research).

In the event Subscriber desires to increase the number of publicly accessible terminals or concurrent users, Subscriber must contact West. If West learns that Subscriber has increased the number of publicly accessible terminals, West reserves the right to increase Subscriber’s charges as applicable.

For Internal Use Only

OF Instructions: Max Concu = # of terms/Enml to WTC/Bk Ancil1 term = 5 atty = 1 pw/Tech cont = 59

Thomson Innovation Administrator Name (please print):
E-Mail Address: 

2/1/15  SAMInet 490.doc
### Passwords and QuickView+

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<th>Atty</th>
<th>Lib</th>
<th>Para</th>
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Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to the accuracy of charges or other information on QuickView+.

**Authorized Westlaw Password Holder for Westlaw QuickView+**

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<tr>
<th>Last Name</th>
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<th>E-mail</th>
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**ProView eBook Users**

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<th>ProView eBook Product(s)</th>
<th>*Optional E-Mail Address</th>
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<tbody>
<tr>
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</table>

*Only required if individual users prefer registration key(s) to be sent to a personal e-mail address. Insert additional page(s) containing other users. Additional page(s) must contain same information as above.

### WestlawPRO+CD-ROM/Practice Solutions/Software/LegalEdcenter Products

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<th>WestlawPRO/CD-ROM/Practice Solutions/Software/LEd Products</th>
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<th>Per User/Conc. User Rate</th>
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<th>Total Monthly Charges</th>
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</tbody>
</table>

Notes:

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, Quantity of Additional Storage.

**Total Monthly Charges $**

Monthly charges ("Monthly Charges") are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). If Subscriber elects a longer Minimum Term the Monthly Charges will be billed as set forth herein.

### Subscription Terms for WestlawPRO+Practice Solutions/Software Products

- **Subscriber's Initials for 24 Month Minimum Term.** Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Charges for the second 12 months not to increase by more than $ per month over the Monthly Charges for the initial 12 months.

- **Subscriber's Initials for 36 Month Minimum Term.** Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Charges for the second 12 months not to increase by more than $ per month over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than $ per month over the Monthly Charges for the second 12 months.

**Automatic Renewal Terms for Non-Government Subscribers Only.** Upon conclusion of the Minimum Term, including LegalEdcenter product(s) that are part of a WestlawPRO Select, the respective Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of the expiration of the then-current term. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

**Government Subscribers Post Minimum Term.** Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Monthly Charges may be modified upon 30 days notice to Subscriber. Subscriber is responsible for all Excluded Charges as incurred. Either party may provide the other party with 30 days prior written notice of cancellation. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

2/1/15  SAMinet  490.dot
Subscription Terms and Additional Terms for LegalEdcenter Products

Subscriber's Initials for 24 Month Minimum Term. Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Charges for the second 12 months not to increase by more than 5% over the Monthly Charges for the initial 12 months.

Subscriber's Initials for 36 Month Minimum Term. Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Charges for the second 12 months not to increase by more than 5% over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than 5% over the Monthly Charges for the second 12 months.

Automatic Renewal Term(s). Upon conclusion of the Minimum Term, as applicable solely to LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for LegalEdcenter products are billed thereafter at up to then-current rates. Either party may provide the other party with 30 days prior written notice of cancellation. Subscriber’s notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

LegalEdcenter annual billing (please check if requested)

LegalEdcenter Online Features and Services:

Subscriber’s Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber’s users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pack shall be billed at then-current rates via credit card billing.

Subscription Terms and Additional Terms for CD-ROM Products

Subscriber's Initials for Subscription Services for CD-ROM Products. Upon conclusion of the Minimum Term, Subscriber requests that West provide subscription services for the above designated CD-ROM products which shall be at then-current rates. Any additional users added to any existing Per User CD-ROM product licensed by Subscriber from West shall be billed at the Minimum Term of the underlying Order Form for such product(s). Either party may provide the other party with 30 days prior written notice of cancellation. Subscriber’s notice of cancellation should be sent to the attention of Customer Service at the address set forth herein. Subscription services consist of automatic shipments of updates and/or supplements to the service, including but not limited to, updated, replacement or supplemental CD-ROMS and online updates. West’s sales representatives will provide additional information regarding frequency and updates upon request. For Transportation Charges and Returns and Refunds see “Additional Terms” herein.

CD-ROM/DVD annual billing (please check if requested)

Subscriber's Initials for Banded Products

Subscriber's Initials for Banded Products. Subscriber has ______ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTE’s (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or LegalEdcenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber’s charges as applicable.

Print/CD-ROM Products

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<tr>
<th>Full Svc #</th>
<th>Print/CD-ROM Products</th>
<th>Quantity</th>
<th>List Charges</th>
<th>Other Charges</th>
<th>Print Subscription Service (y/n)</th>
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Notes:

Total Charges $ __________

Subscriber’s Initials for Subscription Service. Subscriber hereby requests that West provide subscription services for the above designated products. Subscription services consist of automatic shipments: a) for print products, updates and/or supplements to the service, including but not limited to pocket parts, pamphlets, replacement volumes or loose-leaf pages; b) for CD-ROM products, updates and/or supplements to the service, including but not limited to, updated, replacement or supplemental CD-ROMS and online updates; all of which will be billed separately at then-current rates. West’s sales representatives will provide additional information regarding frequency and updates upon request. Products billed annually are billed in advance at then-current rates. Subscription services will continue until cancelled and may be cancelled at any time by West or cancelled upon written request by Subscriber to the attention of Customer Service at the address set forth herein. For Transportation Charges and Returns and Refunds see “Additional Terms” herein.

Additional Terms

Subscriber Auto Charge Credit Card / Electronic Funds Transfer Election Payment Terms. Subscriber may separately authorize West to automatically charge a credit card ("Auto Charge") or electronic fund transfer ("EFT"), to pay charges for charges due on Subscriber’s account. If Subscriber currently subscribes to Auto Charge or EFT, subscription charges incurred from this order will be Auto Charged or debited through EFT (as elected) in accordance with existing terms and conditions.

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Returns and Refunds. If Subscriber is not completely satisfied with any print product received from West as part of a subscription or as a one-time purchase, and not as part of a multi-year contract or a CD-ROM/DVD product received after the Minimum Term, the product may be returned within 45 days of the original shipment date for a full refund or credit, in accordance with West’s then-current returns policies. Different rules (http://static.legalolutions.thomsonreuters.com/static/returns-refunds.pdf) apply for print products received as part of multi-year contracts such as, but not limited to, Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements and ePack and to WestPack contracts as well. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are non-refundable. Please see http://static.legalolutions.thomsonreuters.com/static/returns-refunds.pdf or contact West Customer Service at 1-800-328-4880 for additional details regarding West’s current policies on returns and refunds.

Transportation Charges. Print and CD-ROM/DVD products are shipped FOB origin. Transportation Charges will only be added to expedited shipments at Subscriber’s request and for international products or shipments at then-current carrier rates.

Other Terms and Conditions. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber’s expense, and such server must be accessible to all of Subscriber’s authorized users. Subscriber’s Westlaw Doc & Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. Thereafter, West will delete such Westlaw Doc & Form Builder Data. West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber and Subscriber must remove all Time & Billing content prior to termination of this Order Form and Subscriber Agreement.

General Provisions for Non-Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. All payments are due 30 days from date of invoice. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue charges. If any charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber’s Subscription Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-current rate allowable on Minnesota contracts. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West’s prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned’s consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West, and is governed by the laws of Subscriber’s state. The courts sitting in Subscriber’s state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West’s prior written consent.

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<tr>
<th>Full Svc #</th>
<th>Online/CD-ROM Products to be Lapsed</th>
<th>Online/CD-ROM Products</th>
<th># of Passwords</th>
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<td>40988758</td>
<td>win Patron Access</td>
<td>1</td>
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Notes: customer is upgrading to 2 terminals.

The Research Subscriber Agreement (located at http://legalolutions.com/research-subscriber-agreement), the terms and conditions applicable to CD-ROM Libraries with Westlaw access (located at http://legalolutions.com/cd-rom-prod-addendum), the applicable Schedule A (located at http://legalolutions.com/schedule-a-westlaw) for WestlawPRO and/or CD-ROM Libraries products, and/or the LegalEdcenter Subscriber Agreement (located at http://static.legalolutions.thomsonreuters.com/static/agreement/legaledcenter-subscriber-agreement.pdf) for LegalEdcenter products, and/or the Hosted Practice Solutions Subscriber Agreement (located at http://legalolutions.com/hosted-practice-solutions-subscriber-agreement) and the applicable Schedule A (located at http://legalolutions.com/schedule-a-concourse-firm-central-caselogoistis) for ProView eBook License Terms (located at http://legalolutions.com/proview-ebook-license-terms) individually or jointly, as applicable, ("Subscriber Agreement and Schedule") is hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule and this Order Form.

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name: Charles R. Snyder
Title: Judge
Date: May 21, 2015
Signature: [signature]

For Credit Card Transactions only: Visa Master Card AmEx
Card # Expir. Date Total Amt. to Charge AmEx
for this Order

Subscription charges for this order will be billed to Subscriber's West account unless automatic credit card or electronic funds transfers have been separately authorized.

Internal Use Only: Internal Use:ck out cl ind

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Government Accounts Only

Addendum to West Order Form/Order Notification for Orders for the Following Products:

WestlawPRO/WestPack Print & ProView eBook/CLEAR/CD-ROM/Practice Solutions/Software/LegalEdcenter

Subscriber: Whatcom County Law Library

Account #: patron access #100319972

Date of Order Form: 5-15-15

1. **Effect of Addendum.** The underlying West Order Form/Order Notification together with the applicable Subscriber Agreement and applicable Schedule A (collectively the "Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Non Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Agreement, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Agreement that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service and/or the Agreement, as permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West’s receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of WestPack print or CD-ROM products, return all unpaid WestPack print or CD-ROM products and updates).

Except as expressly provided herein, all other terms and conditions of the Agreement remain unchanged. Please have this document executed by an authorized representative of Subscriber and returned to West along with the executed Order Form/Order Notification.

**West, a Thomson Reuters business**

Accepted by: 

Title: 

Date: 

**Subscriber**

Signed: 

Name (please print): Charles R. Snyder

Title: Judge/Law Library Board Member

Date: May 21, 2015
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 Whatcom County Executive who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he is authorized to executed said instrument.

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

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

APPROVED AS TO FORM:

KAREN N. FRAKES
Deputy Prosecuting Attorney
Agreement between Whatcom County and Catholic Community Services

Catholic Housing Services has constructed a forty two unit apartment building to supply affordable permanent supportive housing to homeless individuals suffering from behavioral health problems and other homeless individuals who require supportive services to remain stably housed. The purpose of this contract is to provide 24/7/365 facility-based staffing to ensure a safe, supportive living environment conducive to housing stability and a recovery oriented life for its tenants and a positive relationship with neighborhood residents and businesses.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt
RE: Catholic Community Services, Permanent Supportive Housing Services
DATE: May 26, 2015

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

- **Background and Purpose**
The 2015 point in time census counted 652 homeless people in Whatcom County. The causes of homelessness include economic reasons, family break up, mental illness, drug or alcohol abuse, domestic violence, and a lack of safe, affordable housing. Of those counted, many had characteristics of chronically homeless including those who had been homeless for over a year, had four or more episodes of homelessness in the last three years, and who are frequent users of community emergency services. Catholic Housing Services has constructed a forty two unit apartment building to supply affordable permanent supportive housing to homeless individuals suffering from behavioral health problems and other homeless individuals who require supportive services to remain stably housed. The purpose of this contract is to provide 24/7/365 facility-based staffing to ensure a safe, supportive living environment conducive to housing stability and a recovery oriented life for its tenants and a positive relationship with neighborhood residents and businesses.

- **Funding Amount and Source**
Funding for this contract, in an amount not to exceed $231,383 per year, is from document recording fees and the Chemical Dependency/Mental Health Program Fund. These funds are included in the 2015 budget. County Council approval is required and an agenda bill is attached.

- **Differences from Previous Contract**
This is a new contract.

Please contact Gail de Hoog at extension 30693, if you have any questions or concerns regarding the terms of this agreement.

Encl.
WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County
Contract No. 201505038

Originating Department: Health
Contract or Grant Administrator: Gail de Hoog
Contractor's / Agency Name: Catholic Community Services

Is this a New Contract? Yes ___ No ___
If not, is this an Amendment or Renewal to an Existing Contract? Yes ___ No ___
If Amendment or Renewal, Original Contract # __________

Does contract require Council Approval? Yes ___ No ___
If No, include WCC __________

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

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

Is this contract the result of a RFP or Bid process? Yes ___ No ___
If yes, RFP and Bid number(s) __________ sole source Cost Center: __________

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

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

Contract Amount:(sum of original contract amount and any prior amendments)
$ 231,383 __________

This Amendment Amount:
$

Total Amended Amount:
$

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

Summary of Scope:
The 2015 point in time census counted 652 homeless people in Whatcom County. The causes of homelessness include economic reasons, family breakup, mental illness, drug or alcohol abuse, domestic violence, and a lack of safe, affordable housing. Of those counted, many had characteristics of chronically homeless including those who had been homeless for over a year, had four or more episodes of homelessness in the last three years, and who are frequent users of community emergency services. Catholic Housing Services has constructed a forty two unit apartment building to supply affordable permanent supportive housing to homeless individuals suffering from behavioral health problems and other homeless individuals who require supportive services to remain stably housed. The purpose of this contract is to provide 24/7/365 facility-based staffing to ensure a safe, supportive living environment conducive to housing stability and a recovery oriented life for its tenants and a safe and a positive relationship with neighborhood residents and businesses.

Term of Contract: 1 Year
Expiration Date: 6/30/2016

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]
1. Prepared by: pj Date 5/5/15
2. Attorney reviewed: rb Date 5/26/15
3. AS Finance reviewed: bbennett BB Date 5/21/15
4. IT reviewed if IT related: Date 5/27/15
5. Attorney signoff: Date 5/26/15
6. Contractor signed: Date
7. Submitted to Exec Office: Date
8. Council approved (if necessary): Date
9. Executive signed: Date
10. Original to Council ____________________________ Date
11. Original to Council ____________________________ Date
CONTRACT FOR SERVICES AGREEMENT
Resident Behavioral Support Services

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

- General Conditions, pp. 3 to 8
- Exhibit A (Scope of Work), pp. 9 to 10
- Exhibit B (Compensation), pp. 11 to 12
- Exhibit C (Certificate of Insurance), p. 13

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

The term of this Agreement shall commence on the 15th day of June, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 14th day of June, 2016.

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

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $231,383. 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 26th day of May, 2015.

CONTRACTOR:

Catholic Community Services

[Signature]

Will Rice, Associate Regional Chief of Operations

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this 26th day of May, 2015, before me personally appeared Will Rice to me known to be of Catholic Community Services and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

Lona S. Dennis
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager  Date

Regina A. Delahunt, Director  Date

Approved as to form:

Royce Buckingham, Deputy Prosecuting Attorney  Date

Approved:
Accepted for Whatcom County:

By: ________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
ss
COUNTY OF WHATCOM  )

On this _____ day of _________________________, 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:

Catholic Community Services
Michael Parker
1133 Railroad Ave.
Bellingham, WA 98225
360-676-2178 Ext. 4085
MichaelP@ccsww.org
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.
Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.
30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

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

31.2 Patent/Copyright Infringement: Not Applicable

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

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

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

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

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

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys’ fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.
It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

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

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

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

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

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Gail de Hoog, Housing Program Manager
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225
360-676-6724 Ext. #30893
GDeHoog@co.whatcom.wa.us

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

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

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

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner 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

I. Background

The 2015 point in time census counted 652 homeless people in Whatcom County. The causes of homelessness include economic reasons, family break up, mental illness, drug or alcohol abuse, and domestic violence, and a lack of safe, affordable housing. Of those counted, many had characteristics of chronically homeless including those who had been homeless for over a year, had four or more episodes of homelessness in the last three years, and who are frequent users of community emergency services. Catholic Housing Services (CHS) has constructed a forty two unit apartment building, known as Francis Place, to supply affordable permanent supportive housing to homeless individuals, including homeless youth (18-24 year olds), homeless persons suffering from behavioral health problems, and other homeless individuals who require supportive services to remain stably housed. Catholic Community Services (CCS), a sister organization to CHS, will provide residential services to tenants at Frances Place while CHS will continue in a property management role. The purpose of this contract is to provide 24/7/365 facility-based staffing to ensure a safe, supportive living environment conducive to housing stability and a recovery oriented life for its tenants and a positive relationship with neighborhood tenants and businesses.

II. Definitions

Permanent Supportive Housing (PSH) - Housing for a person with multiple barriers to employment and housing stability, which might include mental illness, chemical dependency, and/or other disabling or chronic conditions. A comprehensive array of supportive services are available to the resident.

III. Statement of Work

The Contractor will be responsible to provide 24/7/365 facility-based staffing and for the overall management of a positive and healthy living environment at Francis Place. The Contractor will also be responsible to work proactively with neighboring residents and business owners to build and maintain positive relationships.

The Contractor will be responsible for meeting the following obligations deemed necessary to meet the program objectives of increased housing stability for homeless individuals housed at Francis Place, as well as good neighbor behavior:

1. Create a positive community among residents by actively engaging residents in on-site recreational and social activities. Create opportunities for resident involvement in internal and external neighborhood volunteer activities. Operate all functions in lobby office, including checking visitors in and out, answering phones, and monitoring the security system.

2. Maintain safety and security of all staff, residents and visitors by monitoring all general access areas and enforcing building rules including street front.

3. Work collaboratively with other CCS/CHS, Northwest Youth Services, Veterans Affairs staff, and other outside service providers to ensure provision of coordinated services to residents. Assist case management staff by encouraging service-resistant residents to engage in treatment.

4. Proactively establish positive relationships with neighborhood residents and businesses and respond to neighborhood complaints promptly and professionally. Establish a policy that outlines expectations of good neighbor behaviors and ensure on-site staff receive training on policy and procedures.
5. Establish a single phone number accessible 24/7 to residents and neighboring businesses where immediate concerns can be reported to a live person.

6. Provide behavioral management support by helping residents and guests make pro-social choices. Assist residents to remain in compliance with all components of their lease, including the House Rules addendum and Non-tolerance for Criminal Activity addendum. Respond to resident complaints in a timely manner.

7. Address issues that threaten continued program participation and the safety of other residents or the immediate neighborhood. Respond to crises in a supportive way; keeping the residents and contributing to a safe community. Initiate action as required, including contact with the emergency response system.

8. Work closely with Whatcom Homeless Service Center and other community stakeholders to determine the referrals of potential residents into the program. Follow the Homeless Service Center policy for prioritizing individuals identified for PSH at Francis Place.

9. Provide initial and thereafter, annual training to on-site staff on Substance Use Disorders, Serious Mental Illness, Milieu Management, and Good Neighbor Policies and Procedures.

10. Comply with state and federal confidentiality laws and regulations.

IV. Reporting Requirements

Quarterly reports describing occupancy, discharge disposition of people who leave Francis Place and reason for leaving, the type and frequency of known neighborhood encounters, the number of residents engaged in mental health treatment, and the types of on-site activities and level of participation by residents in a format acceptable to the County. Reports will be due as follows:

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Due By</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 – Sept 30</td>
<td>Oct 15th</td>
</tr>
<tr>
<td>Oct 1 – Dec 31</td>
<td>Jan 15th</td>
</tr>
<tr>
<td>Jan 1 – Mar 31</td>
<td>Apr 15th</td>
</tr>
<tr>
<td>Apr 1 – June 30</td>
<td>July 15th</td>
</tr>
</tbody>
</table>
EXHIBIT “B”
COMPENSATION

I. Budget and Source of Funding: The source of funding for this contract, in the amount not to exceed $231,383, is document recording fees and the Chemical Dependency/Mental Health Program Fund.

II. Budget

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Documents Required Each Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel – Salary &amp; benefits</td>
<td>GL detail</td>
<td>$ 201,509</td>
</tr>
<tr>
<td>Supplies</td>
<td>GL detail</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>Data/IT Support</td>
<td>GL detail</td>
<td>$ 1,100</td>
</tr>
<tr>
<td>Cell phone expenses</td>
<td>GL detail</td>
<td>$ 1,980</td>
</tr>
<tr>
<td>Occupancy</td>
<td>GL detail</td>
<td>$ 2,400</td>
</tr>
</tbody>
</table>

Mileage

Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled and a brief description of the purpose of travel. Mileage will be reimbursed at a rate not to exceed the GSA’s rate (per www.gsa.gov).

| Staff training           | GL Detail – registration fees of professional training events, lodging and meal costs not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. | $ 3,500 |

| Indirect Costs (9.2%)    | GL detail                       | $ 19,494 |

| SUBTOTAL                 |                                 | $ 211,889 |
| TOTAL                    |                                 | $ 231,383 |

Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. Indirect costs shall not exceed the percentage identified above. The contract value will not exceed $231,383.

III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above. Invoices and all correspondence related to invoices should be sent to HL-BusinessOffice@co.whatcom.wa.us

2. The Contractor shall submit invoices to (include contract/PO #):

   Attention: Business Office
   Whatcom County Health Department
   509 Girard Street
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

4. Invoices must include the following statement, with an authorized signature and date:

   I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. **Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
### Certificate of Liability Insurance

**Producer:**
Arthur J. Gallagher Risk Management Services, Inc.  
777 108th Ave NE, #200  
Bellevue WA 98004

**Contact Person:**
Stephen Erni  
PHONE: 425-454-3336  
FAX: 425-451-3716  
E-MAIL: Stephen_Erni@aig.com

**Insured:**
Corporation of the Catholic Archbishop of Seattle  
Catholic Community Services LP 310;  
100 23rd Ave. S  
Seattle WA 98144

**Certificate Number:**
1036791552

**Revision Number:**

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**Coverages**

<table>
<thead>
<tr>
<th>Layer</th>
<th>Type of Insurance</th>
<th>Additional Insured</th>
<th>Policy Number</th>
<th>Policy Start Date</th>
<th>Policy End Date</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
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<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>X</td>
<td>CLAIMS-MADE</td>
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<td>7/1/2014</td>
<td>7/1/2015</td>
<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td></td>
<td>X</td>
<td>OCCUR</td>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence)</td>
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<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS - COMPRO PROP AGG</td>
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<tr>
<th>Layer</th>
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<th>Additional Insured</th>
<th>Policy Number</th>
<th>Policy Start Date</th>
<th>Policy End Date</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
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<tr>
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<td>7/1/2015</td>
<td>COMBINED SINGLE LIMIT (EA accident)</td>
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<td></td>
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<td>X</td>
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<td></td>
<td>BODILY INJURY (Per person)</td>
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<td>X</td>
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<td>BODILY INJURY (Per accident)</td>
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<th>Policy Start Date</th>
<th>Policy End Date</th>
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<td>E.L. EACH ACCIDENT</td>
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<td>E.L. DISEASE - EA EMPLOYEE</td>
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<td>E.L. DISEASE - POLICY LIMIT</td>
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<th>Policy Start Date</th>
<th>Policy End Date</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
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<td></td>
<td>BP1023014 R2A3FF000005200</td>
<td>7/1/2014</td>
<td>7/1/2015</td>
<td>Limit</td>
</tr>
</tbody>
</table>

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**Description of Operations/Locations/Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

Limits shown for insurer A & B are inclusive of defense and insured retention. Coverage only extends to Whatcom County for claims directly arising from an act or omission of Catholic Community Services (CCS) provided such claim occurs from CCS's performance of a contractual service for or on behalf of Whatcom County. This extension of coverage applies to all contracts between CCS & Whatcom County. This coverage does not include Professional Liability, specifically excludes any action, error or omission of psychiatrists. This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

**Certificate Holder:**
Whatcom County

**Cancellation:**

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

**Authorized Representative:**

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WHATCOM COUNTY COUNCIL AGENDA BILL NO. 2015-185

CLEARANCES

<table>
<thead>
<tr>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Originator: SW  5/19/15
Division Head:
Dept. Head:
Prosecutor:
Purchasing/Budget: 
Executive:

RECEIVED
JUN 02 2015
WHATCOM COUNTY COUNCIL

TITLE OF DOCUMENT: Approval to Award Bid #15-43, Street Sweeping and Cleaning Service

ATTACHMENTS: Memos from Finance and Public Works

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.)

Public Works is requesting approval to award bid 15-43, and approval for the Executive to enter into a contract for street sweeping and cleaning services in the Lake Whatcom and Lake Samish watersheds. The bid allows for up to three annual renewals. Three bids were received and the recommendation is for award to the low bidder, Herron Valley, Inc. (dba, Bayside Services). This is a planned expenditure, and funds are in the current Maintenance and Operations budget.

COMMITTEE ACTION: 

COUNCIL ACTION:

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
DATE: May 19, 2015
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Award of Bid 15-43, Street Sweeping and Cleaning Service

* Background & Purpose
Bids were duly advertised for the street sweeping and cleaning service of the Lake Whatcom and Lake Samish watersheds. Three bids were received on Tuesday, May 12, 2015, and are noted below.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Bid</th>
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<tr>
<td>Herron Valley Inc (dba, Bayside Services)</td>
<td>$75,000.00</td>
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<tr>
<td>Ram Construction</td>
<td>$94,000.00</td>
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<tr>
<td>Western Refinery Services</td>
<td>$96,900.00</td>
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</table>

Public Works is requesting approval to award the bid and subsequent contract with the lowest responsive and responsible bidder, Bayside Services for a total of $75,000.00. This bid allows for up to three additional renewals for the same annual amount.

**Funding**
This is a planned expenditure, and funds for this purchase are included in the Road Maintenance & Operations budget. I concur with this recommendation.

Signed: Brad Bennett
AS Finance Manager

Approved as recommended:

County Executive

Date of Council Action ____________________________
MEMORANDUM

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

Through: Jon Hutchings, Public Works Director

From: Jeff Gollen, Public Works Maintenance and Operations Superintendent

Date: May 13, 2015

Re: Bid #15-43, Street Sweeping and Cleaning Service

Requested Action
I am requesting Executive and Council approval to award the bid and subsequent contract for the period of July 1, 2015 through June 30, 2016 for Street Sweeping and Cleaning Services to Herron Valley, Inc. (DBA, and hereafter referred to as, Bayside Services), in the total estimated amount of $75,000.00.

Background and Purpose
Bids were duly advertised and submitted for the purposes of providing for the annual street sweeping and cleaning service of the Lake Whatcom and Lake Samish watershed area. Public Works Maintenance and Operations Division contracts out this service using a regenerative air sweeper for roads located in the Lake Whatcom and Lake Samish watershed area. Additionally, street sweeping and cleaning services of certain roads designated in the Lake Whatcom watershed are to be conducted twice-a-month during the months of October and November. Three bid responses were received Tuesday, May 12, 2015. The subsequent original contract agreement provides the option of extending the street sweeping and cleaning service for up to three (3) annual renewals (for a period of one year each) for a total of four years on this contract. This, if approved, is the first year on these contracts.

Funding Amount and Source
The subsequent contract will be in the estimated amount of $75,000.00. This amount was budgeted during the 2015-2016 Budget process. These are regularly budgeted expenditures for service, which is used on an annual basis along with estimated costs associated with on-call emergency services as needed and has been budgeted during the 2015-2016 Budget process.
Based on prior and estimated usage it is anticipated total expenditures will be approximately $75,000.00 and therefore requires Whatcom County Council approval.

Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the June 9, 2015 Whatcom County Council Meeting. Please contact Jeff Gollen at extension 50660, if you have any questions or concerns.

Enclosures
**Title of Document:** Award of Bid 15-44 Annual Supply of Rock, Gravel & Soil

**Attachments:** Memos from Finance and the Public Works

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

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

Public Works Maintenance & Operations requested bids for the annual supply of rock, gravel & soil for use as needed in various county road maintenance, and Parks department projects. They would like approval to accept all bids and select the appropriate vendor as dictated by the special circumstances of the particular job. This is a regularly budgeted expenditure and funds have been approved in the 2015 budget. Product is purchased on an as need basis and expenditures will exceed $50,000.

**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).
DATE: May 29, 2015
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Award of Bid 15-44 - Annual Supply of Rock, Gravel & Soil

BACKGROUND & PURPOSE
Bids were advertised for the annual supply of rock, gravel and soil for various Public Works Maintenance & Operations and Parks & Recreation projects as needed from July 1, 2015 through June 30, 2016. Five firms submitted bids on Tuesday, May 12, 2015. A tabulation of the prices is attached.

Generally the County will select the supplier submitting the lowest bid price for the specific material needed. However, under special circumstances, the County may select the supplier or suppliers that best meet the requirements for that particular job based on criteria other than lowest bid price.

Special circumstances which may be considered include:

- Differences in ability to deliver
- Delivery time
- Availability of material
- Special loading or unloading conditions
- Total cost including transport and or labor, if not included with bid item
- Performance of the delivered material
- Location of the source
- Proximity to the delivery point

If the materials of the lowest priced vendor do not meet specifications for a particular job, or if a pattern of failing to meet specifications is apparent to the County, the County reserves the right to use the next lowest qualifying bidder, in light of the special circumstances noted above. All gravel must be obtained from pits that are in compliance with all applicable laws and regulations. Public Works recommends accepting all bids received.

FUNDING
This is a regularly budgeted item and funds have been approved in the 2015-2016 budget. Product is purchased on an as needed basis and more than $50,000.00 will be spent on this commodity annually. I concur with this recommendation.

[Signature]
Administrative Services Finance Manager

Approved As Recommended:

County Executive ___________________________ Date of Council Action ___________________________
MEMORANDUM

To: Brad Bennett, AS Finance Manager
Through: Jon Hutchings, Public Works Director
From: Eric L. Schlehuber, PW Equipment Services Manager
Jeff Gollen, PW Maintenance & Operations Superintendent
Date: May 19, 2015
Re: Bid #15-44, 2015-2016 Annual Supply of Rock, Gravel, and Soil

Requested Action
I am requesting Executive and Council approval to purchase rock, gravel, and soil as needed during 2015-2016 from any of the following vendors: Concrete Nor'West, Cowden Gravel and Ready Mix, Ferndale Ready Mix and Gravel, Granite Construction Company, Stremler Gravel, and Whatcom Builders. Consideration will be given as to the differences in ability to deliver, delivery time, availability of material, special loading or unloading conditions, total cost including transport if not included with bid item, performance of the delivered material, location of the source, and proximity to the delivery point.

Background and Purpose
Bids were duly advertised for the supply of rock, gravel, and soil. The purpose of this bid is to establish firm prices for the purchase of rock, gravel, and soil for use on various Public Works and Parks & Recreation projects from July 1, 2015 through June 30, 2016. The Maintenance & Operations Division of the Public Works Department and the Parks & Recreation Department uses these materials regularly for annual maintenance on county roads, beaches, county road projects, and parks. Bid responses were received Tuesday, May 12, 2015. We received good responses from six vendors (total of eleven locations). Attached is a copy of the Whatcom County Bid Opening Results which lists the price for each category type of rock, gravel, and soil.

Funding Amount and Source
These are regularly budgeted expenditures for material, which are used on an annual basis as needed and have been budgeted during the 2015-2016 Budget process. Based on prior and estimated usage it is anticipated total expenditures will exceed $50,000 and therefore requires Whatcom County Council approval.

Recommendation
Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the June 9, 2015 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 50607, if you have any questions or concerns.

Enclosures
## WHATCOM COUNTY BID OPENING RESULTS

The following information is a record of bidders and their bid totals as received at the time of the bid opening.

All bids are subject to review by the requesting department and approval by the County Executive and the County Council. A formal award or rejection notice and tabulation will be issued to all participants or to any interested people once the bid has been awarded.

### BID 15-44 2015-2016 Annual Supply of Rock, Gravel & Soil

**Public Works – Maintenance & Operations**

**2:30 PM Tuesday, May 12, 2015**

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<th>BIDDER</th>
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<th>4&quot; Minus Crushed</th>
<th>8&quot; Minus Quarry Spalls</th>
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<td>Siper Quarry</td>
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<td>½ Man – 38.00/ton – product code 121</td>
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<td>6” Minus – 8.50/ton – product code 114</td>
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<td>2x8 Quarry Spalls – 13.00/ton – product code 117</td>
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<td>¾” Clear Crushed Limestone – 17.50/ton – product code 103</td>
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<td>½ Man – 35.00/ton – product code 121</td>
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<td>6” Minus – 7.50/ton – product code 114</td>
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<td>¾” Concrete Rock #57 – 9.00/ton – product code 17</td>
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<td>Streambed Cobbles – 10.00/ton – product code 61</td>
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<td>Streambed Boulders – 50.00/ton – product code 62</td>
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<td>Habitat Boulders – 50.00/ton – product code 63</td>
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<td>2x8 Quarry Spalls – 28.75/ton – product code 117</td>
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<td>Permeable Ballast – 25.75/ton – product code 111</td>
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<td>2” Railroad Ballast – 29.75/ton – product code 127</td>
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<td>Kendall Pit</td>
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<td>Pea Gravel – 23.00/ton</td>
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<td>1 ½” Drain Rock – 23.00/ton</td>
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<td>1 ¼” or 5/8” Crushed – 25.00/ton</td>
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WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES | Initial | Date       | Date Received in Council Office | Agenda Date | Assigned to:
-------------|---------|------------|---------------------------------|-------------|------------------
Originator:  | Rutan   | 6/2/2015   |                                 | 6/9/2015    | Public Wks / Counc
Division Head: |         |            |                                 |             |                  
Dept. Head:   |         |            |                                 |             |                  
Prosecutor:   |         |            |                                 |             |                  
Purchasing/Budget: |         |            |                                 |             |                  
Executive:    |         |            |                                 |             |                  

TITLE OF DOCUMENT:
Approval of joint request for temporary closure of Loomis Trail Rd

ATTACHMENTS:
Letter from WA Dept of Transporation and letter from Joe Rutan, WC Road Engineer

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.)

This summer the WSDOT will be constructing safety and roadway improvements at the Loomis Trail railroad crossing in conjunction with a Burlington Northern Santa Fe (BNSF) project to add additional rail and siding in the vicinity of Loomis Trail and Portal Way Roads south of Blaine to enhance passenger rail traffic. The Loomis Trail roadway work will include a slight horizontal realignment to the north and revisions to the roadway profile to properly match with the proposed track addition at the existing crossing.

WSDOT and BNSF have stated it will be necessary to temporarily close Loomis Trail Road in order to construct the improvements. WSDOT and BNSF have estimated one 14 calendar day closure will be sufficient for both organizations to complete the necessary work and reopen the roadway. During the temporary closure traffic will be detoured onto Birch Bay-Lynden and Kickerville Roads and local access will be maintained for all effected residences.

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.
May 29, 2015

Dana Brown-Davis  
Whatcom County Council  
311 Grand Avenue, Suite 105  
Bellingham, WA 98225

Subject: WSDOT/BNSF Joint Request for Temporary Closure of Loomis Trail Rd  
County Engineer Letter of Support Regarding ARRA Task 15

Dear Ms. Brown-Davis,

This coming summer (2015), the Washington State Department of Transportation (WSDOT) will be constructing safety and roadway improvements at the Loomis Trail railroad crossing in conjunction with a Burlington Northern Santa Fe (BNSF) project to add additional rail and sidings in the vicinity of Loomis Trail and Portal Way Roads south of Blaine to enhance passenger rail traffic. The Loomis Trail roadway work will include a slight horizontal realignment to the north and revisions to the roadway profile to properly match with the proposed track addition at the existing crossing.

WSDOT and BNSF have stated it will be necessary to temporarily close Loomis Trail Road in order to construct the improvements. WSDOT and BNSF have estimated one 14 calendar day closure will be sufficient for both organizations to complete the necessary work and reopen the roadway. During the temporary closure traffic will be detoured onto Birch Bay – Lynden and Kickerville Roads and local access will be maintained for all affected residences.

Based on my review of this request I concur with the determination that a temporary two week road closure is necessary to complete the work. I also find the temporary closure and detour plan submitted by the applicants and included with this letter to be acceptable for the duration of the closure.

It should be noted that County staff is working closely with the applicants for this proposed closure due to the facts that the area covered in this request is over a portion of the existing detour plan for the Seismic Retrofit of County Bridge #500 on Portal Way and is in the near vicinity of the Birch Bay-Lynden Road overpass above I-5 which may have reconstruction activities ongoing due to a recent bridge strike. With this cooperative approach, we believe that all affected traffic and motorists will be kept informed at all times.

Sincerely,

Joe Rutan, P.E.  
Whatcom County Road Engineer

Enclosure: Detour Plan
May 14, 2015

Dana Brown-Davis
Whatcom County Council
311 Grand Avenue
Suite 105
Bellingham, WA 98225

Subject: Loomis Trail Road and Portal Way Road Improvements
WSDOT/BNSF Joint Request for Temporary Closure of Loomis Trail Rd

Dear Ms. Brown-Davis,

This coming summer (2015), the Washington State Department of Transportation (WSDOT) will be constructing safety and roadway improvements at the Loomis Trail railroad crossing in conjunction with a Burlington Northern Santa Fe (BNSF) project to add additional rail and sidings in the vicinity south of Blaine to enhance passenger rail traffic. The roadway work will include a slight horizontal realignment to the north and revisions to the roadway profile to properly match in with the proposed tracks.

In order to complete the roadway and track work it will be necessary to temporarily close Loomis Trail Road. WSDOT and BNSF collaboratively have estimated one 14 calendar day closure will be sufficient for both organizations to complete the necessary work and reopen the roadway. During the temporary closure traffic will be detoured onto Birch Bay – Lynden Road and local access will be maintained for all affected residences.

WSDOT and BNSF are seeking Council approval that the two projects be granted one 14 calendar day closure of Loomis Trail Road. Project construction is anticipated to begin in early August and should be completed within 20 working days.

As part of the project permitting and review process performed by Whatcom County Public Works, we have received County Engineer support for the requested closure. Whatcom County Public works is in the process of submitting a letter of support to the Council.
WSDOT and BNSF have addressed all of the comments received from Whatcom County Public Works and incorporated our responses into the enclosed plan set.

If you need any additional information to advance this request to the Council for approval please coordinate through Chris Damitio at 360-788-7403.

Sincerely,

[Signature]
Chris Damitio, PE
Project Engineer
WSDOT - Mt. Baker Area

[Signature]
Megan Reagan
Manager Engineering
BNSF Railway Co.

Enclosure: Contract Plans

Cc: HQ Rail Division, Chris Dunster
Project File
NOT TO SCALE

BUILT JOINT DETAIL (SAY CUT)

MATCHES EXISTING PAVEMENT ELEVATION AT SAY CUT

USE THIS DETAIL WHERE NEW HMA ROADWAY SURFACE ELEVATION

SEE FOOTNOTES FOR DETAIL

SECTION A-A

SECTION B-B

NOT TO SCALE

HMA DRIVEWAY

NOTE: ALL DIMENSIONS ARE IN FEET AND TENTHS OF FEET
NOTE: ALLOWS FOR PIPE IN LAYERS AT ROADWAY CROSS SECTION
NOTE: HMA ROADWAY CROSS SECTION SHOWN IN ROADWAY SECTION
Presentation and discussion regarding consultant report (Geneva Consulting) on no-spray or restricted spray roadside vegetation management programs. Approval of the 2015 Whatcom County Integrated Vegetation Management Plan.

ATTACHMENTS:

1. Transmittal
2. Report on no-spray or restricted spray roadside vegetation management programs.
3. 2015 Whatcom County Integrated Vegetation Management Plan

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 and discussion regarding consultant report (Geneva Consulting) on no-spray or restricted spray roadside vegetation management programs.

Consideration and approval of the 2015 Whatcom County Integrated Vegetation Management Plan.

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
TO: The Honorable Jack Louws, County Executive  
Whatcom County Council

THROUGH: Jon J. Hutchings, Director

FROM: Laurel Baldwin, Noxious Weed Program Coordinator

RE: 2015 Integrated Vegetation Management Plan and County Research Study

DATE: May 13, 2015

Background and Purpose:

The Whatcom County Public Works Department maintains an Integrated Vegetation Management (IVM) Plan in compliance with Chapter 12.48 of the Whatcom County Code "Roadside Vegetation Management Program" and consistent with RCW 17.10 regarding the County's responsibility to control the spread of Noxious Weeds. This plan defines the policies and practices for maintaining roadside vegetation throughout Whatcom County. Public Works has revised and updated the IVM Plan for 2015 for Council review and approval. The Plan includes the following changes:

- Consolidated vegetation management practices descriptions into 4 main categories
- Added a "No-Spray Areas" map graphic
- Added a general guidelines treatment schedule for 13 noxious weed species
- Updated herbicides list
- Updated workload descriptions and practices in the 4 vegetation management categories
- Updated equipment resources and staff requirements in the 4 vegetation management categories

Also, at the Council's request, a study regarding the restricted or no-spray policies of various county roadside programs in western Washington has been completed and is attached for review and discussion.

Requested Action:

WHATCOM COUNTY
INTEGRATED
VEGETATION
MANAGEMENT
PLAN

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT
MAINTENANCE AND OPERATIONS DIVISION

Jon Hutchings, Public Works Director
Joseph P. Rutan, P.E., County Road Engineer
Jeff Gollen, Maintenance and Operations Superintendent
Kelly Mankle, Vegetation Crew Leader
Laurel Baldwin, Noxious Weed Program Coordinator
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# APPENDIX

**Whatcom County Code Chapter 12.48 “Roadside Vegetation Management Program”**

- No-Spray Areas Map
- Sample Press Release
- Forms and Records
  - Storm Water Facility Maintenance and Inspection Form
  - Daily Chemical Application Record
  - Roadside Spray Sign Posting
  - Public Notice
  - Owner Will Maintain Packet including:
    - Letter to Prior Owner Will Maintain Signatories
    - Road Right-Of-Way Maintenance Agreement
    - Indemnification and Hold Harmless Agreement
    - Owner Will Maintain Spray Options with Explanations
    - Owner Will Maintain Default Letter
    - Owner Will Maintain Sign Posting Instructions
    - Owner Will Maintain Sign
PLAN SUMMARY

The 2015 Whatcom County Roadside Integrated Vegetation Management (IVM) Plan defines the Whatcom County Public Works policies and practices for maintenance of roadside vegetation within the approximately 2000 lane miles of county right-of-way throughout Whatcom County. Whatcom County also manages the vegetation in the storm water treatment areas, solid waste facilities, gravel pits, Maintenance and Operation facilities, and other special maintenance areas. Because many different tools and approaches are needed in order to address the multitude of site considerations, we refer to this as an “Integrated” plan. The intent of the Integrated Vegetation Management Program is to plan and conduct activities in a way that manages or removes unwanted vegetation and promotes desirable plants and trees efficiently and effectively.

The primary objectives in maintenance of roadside vegetation within Whatcom County’s Maintenance Area are:

- safety of the traveling public
- preservation of the road infrastructure
- control of legally designated noxious weeds where they occur on the right of way
- protection and preservation of natural environment
- preserving and enhancing the natural scenic quality of the roadside
- being a good neighbor to the many adjoining property owners

This document serves as the primary reference tool for the management of roadside vegetation maintenance in Whatcom County. It contains information on policies and locations for planned routine maintenance practices, reoccurring weed infestations, sensitive areas, and other areas with special management considerations. Also included are guidelines and procedures for best management practices in vegetation maintenance. This plan is developed in compliance with Washington State Noxious Weed Law, Chapter 17.10 of the Revised Code of Washington and modeled on the State of Washington’s Integrated Pest Management program as codified in Chapter 17.15 of the Revised Code of Washington. Specific County legislative direction upon which this program is based is codified in Chapter 12.48 “Roadside Vegetation Management Program” of the Whatcom County Code (Appendix I). It also supports Whatcom County’s long-range goals for roadside maintenance to:

- Improve effectiveness and efficiency in the control of weeds and unwanted trees and brush
- Reduce road maintenance costs and limit herbicide use over time
- Create a naturally stable, sustainable plant community

The plan is organized around four main categories of roadside vegetation maintenance work. These categories include:

- Tree and Brush Management – hazard trees, trimming, tree removal
- Mechanical Maintenance Program - long arm mowing, shoulder mowing, ditch maintenance
- Herbicide Program – bare ground shoulders, noxious weeds, guardrails, sign posts
- Specialized Maintenance Activities - storm water facilities, hydro-seeding, traffic islands

Roadside vegetation management is an evolving process and it is intended that this plan be continuously evaluated and adapted over time based on input and technical updates from various sources. It is essential that the results of maintenance activities are evaluated and adjusted as necessary to maximize efficiency and effectiveness. Best Management Practices (BMP) for each vegetation program element with continued research and education will provide important information for ongoing IVM treatments.
ROAD MAINTENANCE ZONES

Whatcom County roadsides are divided into several zones for the purposes of assigning management objectives, maintenance needs, and thresholds for triggering vegetation maintenance actions. Noxious weed species designated for control by state and county laws are controlled throughout all zones.

Zone 1 – A vegetation free gravel shoulder, where needed, is maintained as a one to three-foot wide strip to provide for key maintenance, operational, safety, pavement and guardrail preservation needs.

Zone 2 – This operational zone extends from the edge of Zone 1 or the pavement edge to a width necessary to maintain sight distance at corners and intersections, and provide for other operational, safety, and environmental function.

Zone 3 – In areas with sufficient right-of-way width, a buffer or transition zone extends from Zone 2 to the right-of-way line. This area is maintained selectively to minimize erosion as well as the growth of weeds and undesirable or hazard trees and brush.
WHY DO WE MAINTAIN VEGETATION ALONG OUR ROADS?

There are many benefits to be gained by roadside vegetation maintenance activities, both in immediate circumstances as well as with long term improvements. A primary and daily concern is for the safety of the driving public. If roadside vegetation is managed properly over time, the overall maintenance and costs can be reduced, herbicide treatments can be reduced, and the life of road infrastructure and integrity will be extended. Some of the most obvious benefits are listed below:

- Improved visibility at intersections, curves, and for sight distance of county road signs
- Minimized weather effects of rain, snow and ice
- Improved ditch maintenance with long-arm mowing for drainage; ditching or culvert repairs, and reduces snow build up
- Prevention of sod build up that causes water to pool, reduces bio-filtration off the pavement and damages the road infrastructure
- Hazard tree removal and trimming encroaching limbs
- Reduce negative effects and spread of invasive plants and increase biodiversity through the promotion of native plant species
- Improve safety for wildlife
- Provide aesthetic value to the roadway
VEGETATION MANAGEMENT PROGRAMS
STAFF
The Tree and Brush Management Program is currently staffed with a specialized Senior Road Maintenance Worker who operates the Basket Truck. In addition, the Vegetation Crew Leader and/or Basket Truck Operator are Certified Arborists. Depending on availability, there are four Road Maintenance Workers. These include the chip truck operator and three Road Maintenance Workers to pull brush and flag traffic. During chip sealing (typically July-August), the Road Maintenance Workers are re-assigned and the Basket Truck Operator does tree inspections, service requests, and intersection maintenance for site distance. The Vegetation Crew Leader provides immediate supervision. The tree program is utilized 90% of the year.

EQUIPMENT
The equipment typically used in this program includes the basket truck, chipper, chipper truck with knuckle boom and miscellaneous handheld tree cutting equipment. Chainsaws utilizing bio-degradable bar oil are used in all areas to limit the use of petroleum products. The chipper truck with mounted knuckle-boom lifts logs out of ditches thereby minimizing erosion problems due to dragging the logs and eliminating sawdust in the ditch.

TRAINING AND LICENSING
Provide ongoing training for Basket Truck Operator/Certified Arborists. The education and experience this license represents assists the Vegetation Crew Leader and crew in identifying hazard trees (i.e., potential danger to traveling public, etc.) and developing a course of action to deal with trees that may pose a danger.

TASKS
The typical tasks include tree trimming in right-of-way, tree inspections, problem tree removal, storm damage cleanup, and property owner notification and education. Also, with the use of temporary help and the Corrections Crew, manual maintenance of detention ponds, guardrails, intersections, road signs and site distance problems are maintained throughout the year. The Tree Crew supports all bridge, culvert and engineering projects.

PERFORMANCE MEASUREMENT
Tree Trimming –shoulder miles of roadway cleared
Hazard Tree Removal – number of hazard trees removed, number of trees identified
Tree Chipping – number of yards of chips produced
Storm Water Facilities Maintenance – number of sites maintained, frequency of maintenance and inspections

GENERAL
The Vegetation Crew Leader and the Tree Crew work closely with the Public Works Biologist, especially in critical areas, to ensure all work is performed in accordance with ESA permit requirements. As an example, staff leaves shade cover for streams where possible as well as other wildlife enhancements.
TREES TRIMMING

**Description:**
Tree trimming in the right-of-way involves properly removing limbs and decayed trees that hang over the road surface. Limbs are trimmed using a basket truck and a hydraulic chain saw and fuel-powered chain saws. The certified arborist trains workers on proper pruning and safety. Limbs are trimmed and fed into a wood chipper. The chip truck operator removes larger logs from right-of-way for road safety with the knuckle boom crane.

**Purpose:**
Proper trimming of the tree canopy allows the road to warm and dry because of improved air circulation. Clearing the overhanging canopy allows the sun to warm and dry the road surface. Keeping the road drier makes the road safer for the public, helping to reduce water retention and frost. Moisture on the road also causes deterioration of the road surface and the road base.

**Application:**
This may be applied any time of year. It may be used in conjunction with other Best Management Practices (BMP).

**Limitation:**
In critical areas, special precautions will be taken to minimize or eliminate any negative environmental impact.

**Application Guidelines:**
- Identify critical areas and setbacks following state, local, and federal guidelines.
- Site evaluations prior to maintenance. This would include on-site visual inspections and the use of maps.
- Use of biodegradable bar oil in chainsaws.
- Crew will be familiar with a spill prevention plan and carry spill kits on-site.
- Fueling of equipment will be done using a spill prevention pump and spill guard.
- Properly trim trees to provide a safe roadway (arborist approved pruning techniques).

**Maintenance:**
- Regularly inspect all tools and equipment for leaks prior to operating.
- Ongoing training for staff.
- Ongoing updates and enhancements of equipment.
RIGHT-OF-WAY TREE REMOVAL

**DESCRIPTION:**
When trees are identified as possibly posing a potential threat to the public, utilities, or the roadway the Tree Crew removes them. Trees are limbed using the basket truck and the hydraulic saw. Then the tree is felled to the ground using fuel-powered chain saws. Limbs are chipped and the wood chips are used in other locations.

**PURPOSE:**
Public safety, road drainage, visibility, and the elimination of potential hazard trees before they cause injuries or damage are all considerations in the removal of trees from the right-of-way.

**APPLICATION:**
This may be used in all areas at any time of year.

**LIMITATION:**
In critical areas, special precautions will be taken to minimize or eliminate any negative environmental impact.

**APPLICATION GUIDELINES:**
- Identify and mark critical areas and setbacks.
- Site evaluations prior to maintenance; this would include on site visual inspections and the use of maps.
- Use of biodegradable bar oil in chainsaws.
- Crew will be familiar with a spill prevention plan and carry spill kits on site.
- Fueling of equipment will be done using a spill prevention pump and spill guard.
- Trim only what is necessary to provide a safe roadway.
- Use log removal equipment to minimize wood chips, sawdust and soil disturbance. Repair any disturbed soils using approved methods.

**MAINTENANCE:**
- Regularly inspect all tools and equipment for leaks prior to operating.
- Ongoing training for staff.
- Ongoing updates and improvement of equipment
HAZARD TREE IDENTIFICATION AND REMOVAL

◆ **DESCRIPTION:**
Hazard trees are those trees that pose an immediate danger to people, public or private property, or utilities. Dead trees and trees damaged by weather, disease or wildlife may be considered hazard trees. The Vegetation Crew Leader (Certified Arborist) or the Basket Truck Operator may identify these trees. Reports of hazard trees may be received from other crew members or the public. Once a tree has been determined to be a hazard, removal becomes priority. Whatcom County is not responsible for the removal of any trees located on unmaintained right-of-way per RCW 36.75.080. Requests for removal of trees will be received by Public Works. If determined to be a hazard to the public and the right-of-way, they may be trimmed or removed. Equipment used includes the basket truck, hydraulic saw, fuel-powered saws, and a chipper and chip truck. Limbs are chipped and used in other locations.

◆ **PURPOSE:**
The purpose of this action is to identify and remove hazard trees.

◆ **APPLICATION:**
This may be used in all areas at any time of year.

◆ **LIMITATION:**
In critical areas, special precautions will be taken to minimize or eliminate any negative environmental impact.

◆ **APPLICATION GUIDELINES:**
- Respond as quickly as possible when notified of a potential hazard tree.
- Locate and determine if the tree is a hazard tree as defined by guidelines.
- Dispatch brush crew as soon as possible for the removal of the tree.
- Use a spill prevention plan and have a spill kit on-site
- In critical areas these precautions will be taken:
  1. Use of biodegradable bar oil for chain saws.
  2. Fueling of equipment will be done using a spill prevention pump and spill guard.
  3. Trim or remove only what is necessary to protect the public and threatened property.
  4. Use log removal equipment to minimize sawdust and soil disturbance. Repair any disturbed soils using approved methods.
Whenever possible, the Certified Arborist will determine if the tree is a hazard. The Vegetation Crew Leader will use all available resources to remove any immediate problem tree within right-of-way. Several licensed and bonded tree removal companies are available to assist with unusually hazardous tree removal situations.

◆ **MAINTENANCE:**
- Regular inspection of all tools and equipment before operating
- Ongoing training for staff and ongoing updates and improvements of equipment
MECHANICAL MAINTENANCE PROGRAM

STAFF
The mowing program is currently staffed with six Senior Road Maintenance Workers. During the summer one Road Maintenance Worker may be added to the crew for shoulder mowing. The Vegetation Crew Leader provides immediate supervision. The mowing program is utilized the entire year.

EQUIPMENT
Each mowing crew member operates a tractor with mowing attachments. Each tractor has a spill prevention kit.

TRAINING AND LICENSING
On-the-job training
Monthly safety trainings

TASKS
Long-Arm Mowing, Shoulder Mowing, Ditch Mowing

PERFORMANCE MEASUREMENT
Long-Arm Mowing – pass miles of roadside mowed
Shoulder Mowing – pass miles of roadside mowed
Ditch Mowing – pass miles of ditch mowed

GENERAL
The Vegetation Crew Leader works closely with the Public Works Biologist and coordinates with the mowing crew members to ensure that all work is performed in accordance with ESA requirements. Critical areas have been identified and fish culverts are being physically marked with green delineators with a picture of a fish on them. This ensures that mowers will know which areas and locations require special consideration. Appropriate guidelines have been developed for these locations. Changes and updates are done as necessary.
LONG ARM MOWING

♦ DESCRIPTION:
Long-arm mowing is the practice of clearing vegetation, primarily brush and small trees, from the right-of-way. Work is accomplished with a rotary or flail mowing head attached to an extendable boom mounted to a tractor. This practice would include ditches and intersections.

♦ PURPOSE:
Long-arm mowing improves visibility, promotes drainage, removes small trees before they can become a hazard, and reduces brush that can be a fire hazard in hot dry weather. Long-arm mowing helps reduce snow drifting in the northeast area of Whatcom County.

♦ APPLICATION:
This can be applied in the fall and winter when road shoulder vegetation is not actively growing and does not need to be mowed. It may be used in conjunction with other BMP’s.

♦ LIMITATION:
In critical areas, special precautions will be taken to minimize or eliminate any negative environmental impact.

♦ APPLICATION GUIDELINES:
- Identify and mark setbacks in critical areas.
- Mow the front of the ditch slope only, not the back slope in critical areas.
- Mower operators will be assigned areas. They will be familiar with their area and carry maps indicating any critical area of concern to their operation.
- Ditches in non-critical areas may be brushed as needed.

♦ MAINTENANCE:
- Regular maintenance and inspection of mower and mower head to minimize leaks or potential spills.
- Operators will be familiar with a spill prevention plan and carry spill kits.
- Ongoing training in critical areas issues for operators.
- Ongoing improvements in equipment.
SHOULDER MOWING

♦ **DESCRIPTION:**
Road shoulders, the area from the pavement edge to the ditch, are mowed using rotary or flail mowers.

♦ **PURPOSE:**
The purpose of shoulder mowing is to provide visibility, improve drainage, and reduce fire hazard.

♦ **APPLICATION:**
This practice can be applied from spring to early fall when shoulder vegetation is actively growing and ongoing shoulder maintenance is required. It may be used in conjunction with other practices.

♦ **LIMITATION:**
In critical areas, special precautions will be taken to minimize or eliminate any negative environmental impact.

♦ **APPLICATION GUIDELINES:**
- Identify and mark areas of concern in critical areas.
- Mower operators will be assigned areas. They will be familiar with their area and carry maps indicating any critical area of concern to their operation.

♦ **MAINTENANCE:**
- Regular maintenance and inspection of mower and mower head to minimize leaks or potential spills.
- Operators will be familiar with a spill prevention plan and carry spill kits.
- Ongoing training in critical areas issues for operators.
- Ongoing improvements in equipment.
DITCH MAINTENANCE

- **DESCRIPTION:**
  Ditch maintenance is the practice of mowing ditches with a long-arm mower. Using a tractor mounted extendable boom and rotary mowing head, ditches will be cleared of undesirable vegetation.

- **PURPOSE:**
  Clearing undesirable brush and trees from ditches encourages the growth of desirable grasses. This helps maintain the bio-filtration function of grass, making for cleaner water runoff. In addition, mowing insures positive drainage and reduces the breeding habitat of mosquitoes. Because they can potentially carry West Nile Virus, mosquitoes are of particular concern to the public.

- **APPLICATION:**
  Long arm mowing is an important tool for maintaining critical drainages and minimizes mechanical ditching practices.

- **LIMITATION:**
  In critical areas, special precautions will be taken to minimize or eliminate any negative environmental impact.

- **APPLICATION GUIDELINES:**
  - Identify and mark setbacks in critical areas.
  - Mow the front of the ditch slope only, not the back slope in critical areas.
  - Ditches in non-critical areas may be brushed as needed.

- **MAINTENANCE:**
  - Regular maintenance and inspection of mower and mowing head to minimize leaks and spills.
  - Operators will be familiar with a spill prevention plan and carry spill kits.
  - Ongoing training for operators in critical areas issues.
  - Ongoing improvements in equipment.
HERBICIDE PROGRAM

It is the explicit goal of the 2015 Integrated Roadside Vegetation Management Program to minimize the use of herbicides whenever practicable. Considerations include level of vegetation infestation, economic impacts, and ecologic consequences. When a chemical measure is chosen, minimization is achieved through proper herbicide selection, timely application, and the use of the lowest effective rate of herbicide.

The practices within this program require the most careful consideration. All herbicides used are currently registered by the Environmental Protection Agency and the Washington State Department of Agriculture. Application of herbicides is in accordance with State Department of Agriculture standards and chemical labels. Public Works Maintenance and Operations employees who apply the herbicides are licensed by the Washington State Department of Agriculture. In addition, these employees undergo continuous training to upgrade their expertise in the selection and safe application of herbicides. To ensure the herbicide program is properly implemented, there is a written policy and procedure manual covering storage, transportation, application, disposal of herbicides, as well as the safety of those who come in contact with herbicides. Herbicide labels and Material Safety Data Sheets (MSDS) are kept in the office and in the herbicide truck.

STAFF
The herbicide program is currently staffed with a licensed Road Maintenance Worker (Driver) and a licensed Senior Maintenance Worker (Applicator). Immediate supervision is provided by the Vegetation Crew Leader, who is also licensed.

EQUIPMENT
List of equipment used: herbicide spray truck with a computerized delivery system, a portable 25-gallon spray tank, back pack sprayers for smaller applications, and injection guns for selected noxious weeds.

TRAINING AND LICENSING
Washington State Department of Agriculture Pesticide License “Public Operator”
Washington State University IPM Program Certification (Continuing Education)

TASKS
Bare ground application, dormant brush application, noxious weed/selective weed control, signpost treatment, guardrail treatment, and miscellaneous projects.

PERFORMANCE MEASUREMENTS
Bare Ground Application – number of miles of treatment
Dormant Brush Application – number of miles of treatment
Noxious Weed Control – number of square feet of treatment
Signpost Treatment – number of sign posts treated
Guardrail Treatment – number of lineal feet treated
GENERAL
Maintenance and Operations is actively working to reduce the amount of herbicide utilized. Emphasis is placed on careful selection of product and using the lowest effective application rate with proper timing. Federal and State law requires the County to use the product according to its label.

HERBICIDE PRODUCT LIST
Whatcom County uses the following products for limited herbicide applications: Aquatic formulation Glyphosate, Escort® (Metsulfuron), Telar® (Chlorsulfuron), Polaris® (aquatic formulation Imazapyr), Garlon® 3A (aquatic formulation Triclopyr), Garlon® 4 (Triclopyr), Esplanade™ (Indaziflam). Surfactants include Liberate®, Induce®, MSO®, Insist® 90, Agri-Dex®. Products being rotated out in 2015 include Perspective™(Aminocyclopyraclo), Veteran® 720(2,4-D/Dicamba), Landmark® (Chlorsulfuron/Sulfometuron).

PETITIONED NO SPRAY AREAS
Areas that have been designated as "No Spray" per Chapter 12.48.030 of the Whatcom County Code currently include the following general areas: Lummi Reservation, Lummi Island, Point Roberts, Deming and Acme Valley area, watersheds of Lake Whatcom, Lake Samish, and Lake Padden, Cain/Reed Lake Areas, and all areas within the jurisdiction of the Whatcom County Shorelines Management Program. The County’s Vegetation Management Program and the Noxious Weed Program utilize Work Release crews from the Sheriff’s Department for manual work when herbicide use is not possible. A map illustrating the No-Spray areas can be found in Appendix II.

Three areas have Executive Exemptions (per WCC 12.48.030) for specific aquatic approved herbicide treatments for noxious weeds: Acme Valley, Lake Samish Watershed, and Lake Whatcom Watershed. Targeted noxious weeds are Knotweed and Yellow Floating Heart. Exemptions are also permitted in sensitive areas for extreme safety concerns. Only aquatic formulations and surfactants are permitted in the exempted sensitive areas.

OWNER WILL MAINTAIN AGREEMENT
Property owners have the option to maintain the road right-of-way abutting their property without herbicides. To do so, the property owner must enter into an Owner Will Maintain Agreement with the County and perform vegetation control/maintenance as outlined in the Agreement. An example Owner Will Maintain Packet is included in Appendix III.

HERBICIDE NOTIFICATION PROCESS
General public notice is provided annually in early spring and includes a Press Release and Public Notice (Appendix III). The Press Release is provided to the local news media. Public Notice is posted at various public places throughout the County and on the County website. The Press Release and Public Notice include the number of miles to be treated and information for entering into an Owner Will Maintain Agreement with Whatcom County.

Additionally, at least one week prior to road shoulder application, an Herbicide Notice (Appendix III) is posted at intersections and not less than every two miles. Information in the Herbicide Notice includes the names of the herbicides to be used, approximate date of application, and the telephone number to contact for further information. Notices are re-dated as to the actual date of application.

RECORD KEEPING
Thorough record keeping is maintained on a Daily Chemical Application Record (Appendix III), per State requirement for all herbicide applications. The record includes information about the treatment including location, chemical used, weather conditions, and applicator comments. Citizen inquiries pertaining to herbicide applications are recorded and addressed.
BARE GROUND APPLICATION

♦ **DESCRIPTION:**
A bare ground application is a vegetation free strip next to the edge of the road pavement. Selected herbicides are applied to this zone using a roadside spray truck. This zone is usually a minimum of 12 inches, but the actual width varies according to the specific road shoulder.

♦ **PURPOSE:**
The purpose of the bare ground application is to prevent vegetation from damaging the road surface and to promote drainage. It also improves visibility and reduces fire hazard. In addition, this vegetation free zone provides pedestrian access and a refuge for vehicles.

♦ **APPLICATION:**
This may be applied when vegetation is actively growing, as weather allows, from mid-March through early October. It may be used in conjunction with other practices.

♦ **LIMITATION:**
This application should not be used:
- When weather conditions do not permit including heavy rainfall, inversions, freezing temperatures, or wind velocity exceeding label recommendations.
- Within 24 hours of forecasted rainfall (via WeatherNet)
- In critical areas and in designated no-spray areas.
- When the shoulder composition is not adequate to prevent erosion, bio-filtration function, or off-target application.

♦ **APPLICATION GUIDELINES:**
  - Observe strict compliance to product labels, and State and local regulations.
  - Careful selection of products, rates, and timing of application.
  - Careful site evaluation prior to applications

♦ **MAINTENANCE:**
  - Regular maintenance and calibration of all spray equipment.
  - Ongoing site evaluations throughout the season.
  - Ongoing training of staff including yearly re-certification.
  - Ongoing improvement and updates of equipment and facilities.
NOXIOUS/SELECTIVE WEED CONTROL

**Description:**
A noxious weed application targets specific weed species that have been identified by the County Noxious Weed Board to be non-native and invasive to our area. These weed pests may pose a significant hazard to animal or human health, the economy, or to the environment. Examples of noxious weeds include knotweed, tansy ragwort, knapweed, poison hemlock, butterflybush, and wild chervil. Applications are made with selected herbicides chosen for their effectiveness on the weed being targeted and may be made with application equipment as determined appropriate by the site conditions and/or the target weed.

**Purpose:**
The purpose of this action is to control undesirable non-native weed species on County right-of-way and to prevent them from spreading. Left uncontrolled, these species spread rapidly, choking out desirable species and spreading onto adjacent properties. As infestations grow exponentially larger, these noxious weeds cause more damage and are more difficult and costly to control. In addition, State Law (Chapter 17.10 RCW) requires their management.

**Application:**
Each species will have a Best Management Practice (BMP) specific to that species, developed and provided by the Whatcom County Noxious Weed Program. Product label guidelines for timing and rates will be observed for best results. It may be used in conjunction with other practices, including biological and manual.

**Limitation:**
This practice should not be used:
- When weather conditions do not permit
- In critical areas and in designated no-spray areas.
- Within 24 hours of forecasted rainfall (via Weathernet)

**Application Guidelines:**
- Observe strict compliance to product labels, and to State and local regulations.
- Careful selection of products, rates, timing of application, and equipment to be used.
- Site evaluation, weed population to be controlled and consideration of other practices.

**Maintenance:**
- Regular maintenance and calibration of all spray equipment.
- Early detection of targeted weed infestations and ongoing site evaluations.
- Ongoing training of staff including yearly recertification.
- Ongoing improvement and updates of equipment and facilities.
SIGN POST TREATMENTS

**DESCRIPTION:**
Signpost treatments are the application of non-selective and residual herbicides around the base of road signs. The size of the area depends on the location of the sign and the width of the shoulder. Applications are made with portable spray tanks.

**PURPOSE:**
The purpose of the signpost treatment is for public safety by improving visibility and to assist mower operators who cannot mow close to or behind signposts. This reduces mower damage to signs. Signpost treatment also helps the sign crew to locate the position of missing signs and aids them in sign maintenance. Public safety is enhanced through improved visibility at intersections and other areas where warning signs are located. We currently maintain more than 9,000 signs on County Roadways.

**APPLICATION:**
This may be applied at all times of the year, depending on the products being used. It is often used in conjunction with manual clearing of weeds and grasses.

**LIMITATION:**
This should not be used:
- When weather conditions do not permit. With granular products only freezing, snow, or very heavy rainfall would limit applications.
- Within 24 hours of forecasted rainfall (via WeatherNet)
- In critical areas and in designated no-spray-areas.
- Where the condition of the shoulder or the location of the sign might cause herbicide to contaminate the water.

**APPLICATION GUIDELINES:**
- Observe strict compliance to product labels, and State and local regulations
- Careful site evaluation at time of application.

**MAINTENANCE:**
- Regular maintenance and calibration of spray equipment.
- Site evaluation prior to treatment.
- Ongoing training of staff including yearly re-certification.
- Ongoing improvement and updates of equipment and facilities.
GUARDRAIL TREATMENTS

♦ **DESCRIPTION:**
Methods of guardrail treatments include the application of herbicides in front of, under, and in some cases, behind guardrails. These herbicides are applied to this zone using a portable spray tank. Guardrails cannot be effectively maintained by County mowers. In some cases, seasonal crews maintain guardrails using manual methods.

♦ **PURPOSE:**
The purpose of this application is to aid in guardrail maintenance and enhance public safety through improved visibility.

♦ **APPLICATION:**
This may be applied when vegetation is actively growing. It may be used in conjunction with other manual practices.

♦ **LIMITATION:**
This should not be used:
- When weather conditions do not permit.
- Within 24 hours of forecasted rainfall (via Weathernet)
- In critical areas and in designated no-spray-areas.
- When the composition of the shoulder under or behind the guardrail is not adequate to prevent erosion or off-target application.

♦ **APPLICATION GUIDELINES:**
- Observe strict compliance to product labels, and State and local regulations.
- Careful product selection to include the use of the aquatic herbicide Rodeo when appropriate.
- Careful site evaluation prior to and following applications.

♦ **MAINTENANCE:**
- Regular maintenance and calibration of all spray equipment.
- Ongoing site evaluations.
- Ongoing training of staff including yearly re-certification.
- Ongoing updates of equipment and facilities.
MISCELLANEOUS PROJECTS

♦ **DESCRIPTION:**
Miscellaneous Projects is the application of selected herbicides to a variety of County facilities. Included are Central Shop, gravel pits, and in preparation for new road construction. Products are chosen to best suit the needs of the specific area or the weed(s) to be controlled. Application is made using a spray truck, portable spray tanks, or calibrated granular spreaders.

♦ **PURPOSE:**
The purpose of these various applications is to control undesirable weeds in County facilities, to control or eliminate noxious weeds in these locations, or to prepare traffic islands for planting.

♦ **APPLICATION:**
This may be applied when the vegetation is actively growing, or in the case of granular pre-emergent products, any time of year as weather permits. It may be used in conjunction with other BMP’s.

♦ **LIMITATION:**
This should not be used:
• When weather conditions do not permit.
• Within 24 hours of forecasted rainfall (via WeatherNet)
• In critical areas and in designated no-spray-areas.

♦ **APPLICATION GUIDELINES:**
• Observe strict compliance to product labels, and to State and local regulations.
• Careful selection of products, rates, and timing of applications.
• Careful site evaluation prior to applications.

♦ **MAINTENANCE:**
• Regular maintenance and calibration of spray equipment.
• Ongoing site evaluations.
• Ongoing training of staff including yearly re-certification.
• Ongoing improvement and updates of equipment and facilities.
**HERBICIDE TREATMENT CALENDAR**

This treatment calendar shows general guidelines for treatments of listed noxious and invasive weed species. It is intended as a basic reference framework from which decisions are made for weed treatments. Seasonal variables are considered and addressed as they become evident (weather, staff availability, etc.). Additionally, changes to the Whatcom County Noxious Weed List may make it necessary to adjust the current calendar and the target species.

<table>
<thead>
<tr>
<th>Noxious Weed</th>
<th>FALL</th>
<th>WINTER</th>
<th>SPRING</th>
<th>SUMMER</th>
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<tbody>
<tr>
<td></td>
<td>Foliar herbicide treatment for fall regrowth</td>
<td></td>
<td>Foliar herbicide treatment (rossette stage)</td>
<td>Foliar herbicide treatment (rossette stage)</td>
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<td>Clip flowerheads</td>
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<td>Biological control</td>
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<td>Foliar herbicide treatment for fall regrowth</td>
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<td>Foliar herbicide treatment (rossette stage)</td>
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<td>Clip flowerheads</td>
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<td>Biological control</td>
<td>Biological control</td>
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<tr>
<td>KNOTWEED SPECIES</td>
<td>Foliar herbicide treatment or injection</td>
<td>Plants die back - no action</td>
<td>Mowing for sight distance issues</td>
<td>Foliar herbicide treatment or injection (late summer)</td>
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<tr>
<td>KNAPWEED SPECIES</td>
<td>Manual removal/digging</td>
<td>Manual removal/digging</td>
<td>Foliar herbicide treatment (rossette stage)</td>
<td>Foliar herbicide treatment</td>
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<td>Foliar herbicide treatment (rossette stage)</td>
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<td>Manual removal/digging</td>
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<td>Foliar herbicide treatment</td>
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<td>Biological control</td>
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<td>Mowing for sight distance issues</td>
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<td>Foliar herbicide treatment (rossette stage)</td>
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<td>Mowing</td>
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<td>Clip flowerheads</td>
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<td>Foliar herbicide treatment (rossette stage)</td>
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<td>Biological control</td>
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<td>WILD CHERVIL</td>
<td>Manual removal/digging</td>
<td>Plants die back - no action</td>
<td>Manual removal/digging</td>
<td>Foliar herbicide treatment (late summer)</td>
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<td>Foliar herbicide treatment</td>
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<td>Foliar herbicide Treatment</td>
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<tr>
<td>ORANGE HAWKWEED</td>
<td>Foliar herbicide treatment</td>
<td>Plants die back - no action</td>
<td>Foliar herbicide treatment (rossette stage)</td>
<td>Foliar herbicide treatment</td>
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<td>Foliar herbicide treatment</td>
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<td>Foliar herbicide treatment (late summer)</td>
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<td>GIANT HOGWEED</td>
<td>Manual removal/digging</td>
<td>Plants die back - no action</td>
<td>Manual removal/digging</td>
<td>Foliar herbicide treatment (rossette stage)</td>
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<td>Foliar herbicide treatment</td>
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<td>Foliar herbicide treatment</td>
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<td>Clip flowerheads</td>
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<td>PURPLE LOOSESTRIFE</td>
<td>Manual removal/digging</td>
<td>Plants die back - no action</td>
<td>Manual removal/digging</td>
<td>Foliar herbicide treatment (rossette stage)</td>
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<td>Foliar herbicide treatment</td>
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<td>Foliar herbicide treatment</td>
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<td>Foliar herbicide treatment (rossette stage)</td>
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<td>Mowing</td>
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<td>Foliar herbicide treatment (rossette stage)</td>
<td>Foliar herbicide treatment (rossette stage)</td>
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<td>Herbicide treatment - cut stump or foliar</td>
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<td>Foliar herbicide treatment (rossette stage)</td>
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<td>Foliar herbicide treatment (rossette stage)</td>
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<td>EUROPEAN HAWKWEED</td>
<td>Foliar herbicide treatment</td>
<td>Plants die back - no action</td>
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SPECIALIZED MAINTENANCE ACTIVITIES

The Vegetation Program supports several specialized maintenance activities which include hydro-seeding, storm water facilities, sidewalks, and traffic islands. This is a combined effort between the vegetation crew, temporary summer help, and corrections crews. These activities include some of our smaller maintenance activities but are very important for safety and water quality.

STAFF
This program is staffed with a Road Maintenance Workers and Senior Maintenance Workers and (2) flagger support with the main crew. Immediate supervision is provided by the Vegetation Crew Leader. The hydro-seeding program began in 2003. Stormwater facility installations have increased and now include 12 ponds and 19 bio-swales.

EQUIPMENT
800-gallon “Bowie Hydro Mulcher” Hydro-Seeder, single axle dump truck, reader board pick-up truck.

TRAINING AND LICENSING
State Erosion and Sediment Control Certification
Washington State Department of Agriculture
Pesticide License “Public Operator”

TASKS
Hydro-seed application
Sidewalk vegetation maintenance
Traffic island maintenance
Storm water facility maintenance

PERFORMANCE MEASUREMENT
Hydro-Seed Application – number of square feet of area treated
Hydro-Seed Application – number of sites treated
Sidewalks – miles managed
Traffic Islands – number of lineal feet treated
Stormwater Facilities – number of labor hours utilized

GENERAL
Hydro-seeding is necessary to prevent erosion for land disturbance activities in sensitive areas performed by M&O (i.e. ditching, culvert replacement, bridge replacement, etc.) that would otherwise result in erosion and sedimentation. Sidewalks are maintained for safety and maintenance of traffic islands is important for sight distance for drivers and are part of the aesthetics of county right-of-ways.
STORM WATER FACILITY MAINTENANCE

♦ **DESCRIPTION:**
Road construction in the County includes the construction of storm water facilities that are designed to provide bio-filtration for clean water runoff and meet the NPDES Phase II requirements. Maintenance of these ponds is currently assigned to the Vegetation Program. Maintenance includes mowing bio-swales, bagging and properly disposing of grass clippings, picking up woody debris, and removing undesirable vegetation and noxious weeds. This is generally done manually with brush saws and hand pulling; Temporary Help and the Corrections Crew perform most of the work. There are currently 12 ponds and 19 bio-swales maintained throughout Whatcom County.

♦ **PURPOSE:**
The purpose is to maintain storm water facilities so that they may continue to perform the bio-filtration function as designed.

♦ **APPLICATION:**
This may be applied any time of year, but most work is generally done during the summer when vegetation is actively growing.

♦ **LIMITATION:**
There is no limitation for this maintenance.

♦ **APPLICATION GUIDELINES:**
  - Check facility and perform maintenance on a regularly scheduled basis and as needed.
  - Maintenance performed will be specific to the guidelines established for each individual facility.
  - Care will be taken to protect desirable vegetation when removing unwanted vegetation.
  - Grasses in the bio-swales should be maintained at a height of 4 to 6 inches and cut material be hauled to an approved disposal site.
  - Noxious plants will be documented and removed according to state and local guidelines.
HYDRO-SEEDING

**DESCRIPTION:**
Hydro-seeding uses a machine that broadcasts grass seed, tackifier, wood fiber mulch and water on soils that have been disturbed by road maintenance functions such as road construction, shoulder rehabilitation ditching, or in areas that require erosion control. This practice minimizes potential soil movement either by becoming airborne or in water runoff. Establishing grass stands in these disturbed areas reduces water velocity and aids in establishing and maintaining natural habitat.

**PURPOSE:**
The purpose of this function includes, but is not limited to:
- Establishing vegetation in sparse, bare and/or exposed soil areas over a large site.

**APPLICATION:**
This application may be used after any soil disturbance due to road maintenance to include shoulder picking, ditching, bridge repair and construction, guardrail maintenance, or any project causing land disturbance. It may be used in conjunction with other practices.

**LIMITATION:**
This function should not be used:
- When weather conditions would prevent seed from germinating.
- No tackifiers or fertilizers should be used in critical areas unless it is an aquatic approved material.

**APPLICATION GUIDELINES:**
- Seed selection should be based on the intended use and the area in which it will be used.
- Spread seed uniformly and follow manufacturer's recommendations.
- Cover hydro-seeded areas with other methods as needed.
- Hydro-seeding should be applied after finish grading and/or surface roughening. Applications may depend on slope, soil, exposure and time of year.
- Tackifier and/or moisture retention agent may be added per state standard and in accordance with guidelines involving critical areas.

**MAINTENANCE:**
- Inspect during seed establishment period. Re-seed as necessary.
- Check during storm events. Monitor for scour and sloughing and repair as needed.
TRAFFIC ISLANDS

◆ **DESCRIPTION:**
Traffic islands are currently planted and maintained by Maintenance and Operations in many locations in the county. Maintenance on these islands is done by the herbicide crew and is part of their budget. Desirable plants and groundcovers provide competition to undesirable weeds and grasses, forage for pollinators, and an aesthetically pleasing right-of-way.

◆ **PURPOSE:**
The purpose of this practice is to create an aesthetically pleasing right of way, improve site distance for motorists, and discourage the invasion of undesirable weeds and grasses.

◆ **APPLICATION:**
This practice may be applied during the growing season.

◆ **LIMITATION:**
This function should not be used when weather conditions do not permit.

◆ **APPLICATION GUIDELINES:**
- In spring, as soon as weather permits, islands are cleared of debris and any undesirable weeds and grasses.
- When weeds and grasses have been cleared from islands, they are tilled.
- After tilling, selected desirable plants/groundcovers are planted.
- During the growing season islands are monitored. If rain is insufficient, islands are watered using the separate water tank from the herbicide truck.
- Traffic islands are mowed or cut as needed, typically in mid-summer.

◆ **MAINTENANCE:**
- Carefully select desirable and non-invasive plants/groundcovers and evaluate during season
- Monitor islands regularly during growing season
- Water as necessary when there is insufficient rainfall
- Remove any undesirable weeds from the islands, especially noxious weeds
SIDEWALKS

◆ **DESCRIPTION:**
Sidewalk maintenance includes following state and federal guidelines for inspections, rating, repairs, trimming vegetation, and sod removal. Traffic islands involve noxious weed control and mowing for safety and aesthetics.

◆ **PURPOSE:**
The purpose of this practice is to provide safe sidewalks and right of way for the public.

◆ **APPLICATION:**
This practice can be applied year round, but mostly during the dryer months.

◆ **LIMITATION:**
In critical areas, special precautions will be taken to minimize or eliminate any negative environmental impact.

◆ **APPLICATION GUIDELINES:**
- Regular inspection and rating of sidewalks and islands
- Trim vegetation when needed
- Repair sidewalks when deemed necessary

◆ **MAINTENANCE:**
- Regular maintenance of all tools and equipment
- Ongoing training in critical areas and sidewalk inspection
- Water as necessary when there is insufficient rainfall
APPENDIX

Appendix I
Whatcom County Code Chapter 12.48 "Roadside Vegetation Management Program"

Appendix II
No Spray Areas Map

Appendix III
Forms and Records:

Storm Water Facility Maintenance and Inspection Form
Daily Chemical Application Record
Roadside Spray Sign Posting
Public Notice
Owner Will Maintain Packet including:
   Letter to Prior Owner Will Maintain Signatories
   Road Right-Of-Way Maintenance Agreement
   Indemnification and Hold Harmless Agreement
   Owner Will Maintain Spray Options with Explanations
   Owner Will Maintain Default Letter
   Owner Will Maintain Sign Posting Instructions
   Owner Will Maintain Sign
Chapter 12.48
ROADSIDE VEGETATION MANAGEMENT PROGRAM

Sections:

12.48.010 Minimization of herbicide use – Goals and timetables.
12.48.020 Use of certain herbicides approved – Conditions.
12.48.030 Long-range integrated vegetation management plan.
12.48.040 Additional conditions.
12.48.050 Violation – Penalty.
12.48.060 Severability.

12.48.010 Minimization of herbicide use – Goals and timetables.

Whatcom County shall minimize the use of herbicides for vegetation control along maintained road rights-of-way, and shall set specific goals and timetables for minimizing the use of herbicides. (Ord. 2012-031 (Exh. A); Ord. 94-044).

12.48.020 Use of certain herbicides approved – Conditions.

The Whatcom County council approves the use of certain herbicides to be utilized in the public works annual integrated roadside vegetation management program in accordance with Chapter 17.21 RCW under the following conditions:

A. The only herbicides authorized for use by an applicator shall be those currently registered by the Environmental Protection Agency and the Washington State Department of Agriculture.

B. All herbicides shall be applied in accordance with the standards set forth by the State Department of Agriculture and chemical labels.

C. Anyone responsible for and applying the herbicides shall be licensed by the Washington State Department of Agriculture. Further, the public works department, maintenance and operations division, shall engage in an ongoing program to upgrade the expertise of its personnel in integrated vegetation management alternatives and in the selection and safe application of herbicides. The public works department, in consultation with the county industrial safety officer, shall develop a program to protect the safety of employees and others who work or come in contact with the county’s herbicides, and shall develop a written procedures manual covering the selection, storage, transportation, application and disposal of herbicides used by the program.

D. (Applies to all persons applying herbicides on maintained county road rights-of-way.) At least one week prior to actual chemical treatment, the public works department, roads division of maintenance
A. Any person, firm or corporation who fails to comply with any of the conditions herein shall be guilty of a civil offense and shall be fined a sum not to exceed $1,000.

B. The penalty provided in the above section shall be imposed by a written notice delivered, either by certified mail with return receipt requested or by personal service, to the person, firm or corporation involved in the activity. Said notice shall originate at the Whatcom County public works department. The notice shall include the amount of the penalty imposed and shall describe the violation with reasonable particularity. It shall also order the act or acts constituting the violation or violations to cease and desist or, in appropriate cases, require necessary corrective action to be taken within a specific and reasonable time.

C. After the notice is postmarked, the recipient has 30 days to either pay the amount designated or to make written application to the public works department for remission or mitigation of such penalty. Upon receipt of the application, said department shall review the penalty and make a written decision of that review. The public works department’s decision shall be reviewed by the county council if the aggrieved party files a written appeal with the clerk of the county council within 10 days of its issuance. The decision of the county council regarding the penalty imposed shall be final. In calculating the time limits mentioned in this chapter, begin calculating the time the day after the decision is issued and include the last day. If the last day falls on a Saturday, Sunday or a legal holiday, then the time limit is extended to the next regular business day.

D. The prosecuting attorney may in his discretion bring such injunctive, declaratory or other actions as deemed necessary to ensure that violations of this chapter are prevented or cease, and to otherwise enforce the provisions of this chapter.

E. In the event any person, firm or corporation violates any of the provisions of this chapter, the public works department shall cause a notice of violation to be delivered to a person of suitable age at the site or place of business and order all work to cease until authorized to proceed. Failure to comply with the order to stop work shall be a gross misdemeanor punishable upon conviction by a minimum fine of $500.00 up to a maximum fine of $1,000 or one year in jail, or both. Under no circumstance may the court defer or suspend any portion of the minimum $500.00 fine for any conviction under this section. Each day or part thereof of noncompliance with said order to stop work shall constitute a separate offense. (Ord. 2012-031 (Exh. A); Ord. 94-044).

12.48.060 Severability.

If any sentence, clause, phrase, or portion of this chapter or the ordinance adopted herein is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. (Ord. 2012-031 (Exh. A).)
STORMWATER FACILITY MAINTENANCE AND INSPECTION

Facility Name ____________________________________________________________

Date ____________________________________________________________________

Reason for inspection __________________________________________________ (annual, storm event, other)

Bio-filtration swale:
  • Remove garbage and other debris and dispose of appropriately.
  • Mow grass to 4-5 inches and remove all clippings.
  • Re-seed any bare spots.
  • Replace or reset riprap at the culvert inlets and outlets.
  • Clean and repair trash rack.
  • Remove brush and tree saplings.
  • Control noxious weeds
    Noxious weed type(s) ____________________________

Detention &/or Wet Ponds:
  • Remove accumulated sediment if more than 10% of the design pond depth.
  • Re-seed any bare spots.
  • Mow grass to 4-5 inches and remove all clippings.
  • Remove garbage and other debris and dispose of appropriately.
  • Replace or reset riprap at the culvert inlets and outlets.
  • Clean and repair trash rack.
  • Replace or reset rock for spillway.
  • Remove vegetation from spillway.
  • Remove brush and tree saplings.
  • Control noxious weeds
    Noxious weed type(s) ____________________________

Control Structures for Detention Ponds and Wet Ponds:
  • Vector control structure manhole, sump, and storm drains
  • Remove garbage or other debris and dispose of appropriately.
  • Repair or replace non-functioning shear gate.
  • Repair or replace any rusted or damaged parts and/or pipes.
  • Mortar any loose or leaking joints.

Comments:

Signature ________________________________________________________________ (inspector)

Print & Sign
**PESTICIDE APPLICATION RECORD**
FORM TO BE COMPLETED SAME DAY AS APPLICATION AND RETAINED FOR 7 YEARS

Applied by and sprayed for: Whatcom County Public Works, Maintenance and Operations Division
901 West Smith Road, Bellingham WA 98226  Phone: 360-676-6759

Bars Code ____________________ Work Order# ____________________ Date ____________________

Applicator (1.): ________________ License # ________________ Hrs Wk __________ Equip.# ______
Applicator (2.): ________________ License# ________________ Hrs Wk __________ Equip. # ______

Apparatus License Plate No. ____________________

Pesticide information including all adjuvants:

Product Name/EPA Reg No/Rate/Concentration

Road Name or Application Site:

<table>
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<th>Road Name</th>
<th>Rd #</th>
<th>From/To</th>
<th>Time Start/Stop</th>
<th>Amt Applied</th>
<th>Temp/F</th>
<th>Wind: Dir/Vel</th>
<th>Miles</th>
<th>Hours</th>
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<td>Start/Stop</td>
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<tr>
<td>Total Acres Sprayed</td>
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HERBICIDE NOTICE

INTENT TO HERBICIDE

ANTICIPATED DATE ______

☐ SHOULDERS
☐ DORMANT BRUSH
☐ NOXIOUS WEEDS

HERBICIDE USED

☐ ____________________
☐ ROUNDUP
☐ OUST
☐ GARLON

DATE SPRAYED__________

FOR FURTHER INFORMATION CALL
WHATCOM COUNTY PUBLIC WORKS
676-6759  380-8111
April 1, 2015

PUBLIC NOTICE

The Whatcom County Public Works Department is beginning the year 2015 Road Shoulder Herbicide Program. Approximately 250 miles of roads are scheduled for seasonal treatment. Lawns and yard areas may have a minimum 12" wide strip treated to aid in drainage and minimize pavement damage.

Property owners who do not wish to have their adjoining right-of-way treated have the option of maintaining the right-of-way abutting their property. Agreements to this effect may be signed and “Owner Will Maintain” signs obtained from Maintenance and Operations, 901 West Smith Road between 8:00 a.m. and 4:00 p.m., Monday through Friday. There is no charge for this service.
April 1, 2015

Dear Resident:

The Whatcom County Public Works Department will begin its annual roadside vegetation herbicide spray program in April. In 2014 you requested that the right-of-way adjacent to your property not be included in the program. In return you signed an "Owner Will Maintain" agreement and agreed to maintain this area yourself.

If you do not want the right of way adjacent to your property to be included in our spray program for year 2015, the enclosed "Owner Will Maintain" agreement needs to be signed and returned to Maintenance and Operations, 901 West Smith Road, as soon as possible. Upon completion of the Agreement signs will be available at the Maintenance and Operations front office between 8:00 a.m. and 4:00 p.m., Monday through Friday.

If Whatcom County does not receive a signed agreement from you, your request may be withdrawn and the right-of-way adjacent to your property reinstated into the spray program.

MAINTENANCE AGREEMENTS FOR LEASED PROPERTY MUST BE SIGNED BY BOTH LESSEE AND LESSOR/LANDOWNER. If you have any questions, please call (360) 676-6759 or (360) 380-8111. Please return this agreement to:

Whatcom County Public Works Department
Maintenance and Operations
901 West Smith Road
Bellingham, WA 98226

Sincerely,

Jeff Gollen
Maintenance and Operations Superintendent
WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT
MAINTENANCE & OPERATIONS

“OWNER WILL MAINTAIN”
ROAD RIGHT-OF-WAY MAINTENANCE AGREEMENT

Pursuant to your request, we are providing you with “Owner Will Maintain” signs based upon your representation that you are the owner of the real property described below. This agreement is in conjunction with the Roadside Herbicide Spray Program ONLY. The terms and conditions of this agreement to maintain the County road right-of-way are as follows:

1. The signs shall be affixed on your property lines, beginning and end, so that they are clearly visible at all times. Refer to the attached diagram for proper installation. You are responsible for their maintenance, repair and replacement if necessary.

2. The right-of-way maintenance shall be conducted along the roadside adjacent to your property as often as necessary to:
   ➢ Ensure that no visual or drainage hazards develop.
   ➢ Ensure no pavement is damaged due to vegetation.

3. The Public Works Department, Maintenance and Operations, may not use chemical herbicides in the posted areas as per your spray option request, which may include shoulders, ditches and County right-of-way behind the ditches. (Refer to “Spray Options”).

4. If at any time the right-of-way is not maintained pursuant to the terms and conditions of this agreement, Whatcom County may give written notice of the failure to maintain to the undersigned. In the event that the undersigned does not remedy the failure to maintain within ten (10) days from the date of the notice sent, the County shall have the right to terminate this agreement forthwith.

5. If Tansy Ragwort, Knapweed or other Noxious Weeds are identified by the Washington State Noxious Weed Control Coordinator on the County right-of-way in this area, you agree to remove them. (Tansy and Knapweed have been identified by the Noxious Weed Control Board as toxic and by law, must be removed. The Noxious Weed Control Coordinator or representative will contact you if your area is identified as containing Noxious Weeds.)
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned hereby accepts responsibility for the installation and maintenance of the "Owner Will Maintain" signs and further to manually maintain that area between these signs in the manner set forth in the Agreement. In the event that a Court of law determines that the undersigned is wholly or partially negligent as a result of any act, action, neglect, omission or default pertaining to road right-of-way maintenance as described in this agreement, the undersigned agrees and covenants to indemnify, defend and save harmless Whatcom County and those persons who were, now are, or shall be duly elected or appointed officials or members or employees thereof, hereinafter referred to as "Whatcom County", against and from any loss, damage, costs, charge, expense, liability, claims demand or judgments of whatsoever kind or nature, whether to persons or property, in the proportion as determined by the Court.

In case any suit or cause of action shall be brought against Whatcom County on account of any act, action, neglect, omission or default pertaining to road right-of-way maintenance on the part of the undersigned, his agents, subcontractors, and/or employees, the undersigned hereby agrees and covenants to appear and defend his/her interests and, subject to the Courts ruling apportioning liability and damages, to pay any and all proportionate costs, charges, attorneys fees, judgements and other expenses that may be incurred or obtained against Whatcom County.

In the event the County is required to institute legal action and/or participate in legal action to enforce this Indemnification and Hold Harmless Clause, the undersigned agrees to pay the County's legal fees, costs and disbursements in establishing the right to indemnification.

Date this ______ day of ___________________, 20_____.

This agreement will remain in effect for a period of one (1) year and must be renewed each and every year to remain in effect. This agreement may be terminated by the property owner upon written notification of its termination within that one (1) year period.

__________________________
Signature

__________________________
Please Print Full Name

City and Zip Code

LAND PARCEL ADDRESS OR LOCATION: ______________________________________

Approved as to form:

Daniel L. Gibson, Senior Civil Deputy Prosecutor

MAINTENANCE AGREEMENTS FOR LEASED PROPERTY MUST BE SIGNED BY BOTH LESSEE AND LESSOR / LANDOWNER. If you have any questions, please call 676-6758 or 380-8111. Please return this agreement to:

Whatcom County Public Works
Maintenance and Operations
901 West Smith Road
Bellingham, WA 98226
Executive Summary

Research on No-Spray and Limited-Spray Counties in Western Washington

Purpose
Gather available information on no-spray and limited spray programs and policies from eight western Washington counties.

Approach
The project approach included:
- Preparing a set of questions to solicit information about the nature of the policy (no-spray, limited/restricted, formal, informal, etc.), techniques, equipment, staffing, budget, and overall effectiveness.
- Phone interviews conducted as first choice. Absent a phone interview, personnel contacted replied to the questions via email. Follow-up email or phone communication as needed for clarifying information, particularly in situations where responses to questions were provided by email.

Observations/Findings
The following observations/findings are based on the responses received; not all counties answered all questions or provided the same level of detail in their responses.
- Three of eight counties are no-spray for county road right-of-ways. Spraying in the three counties may be allowed by other county departments or agencies.
- Two of eight counties are restricted-spray counties. One county has an Integrated Pest Management Program (IPM). One county that was previously no-spray has returned to spraying in select areas. One county is no-spray for nuisance weeds and restricted spray for noxious weeds.
- Three counties are experiencing increasing infestations of noxious weeds. Four counties did not have data. One county indicated populations “wax and wane”.
- Counties with no-spray or restricted spray roadside vegetation policies work in coordination with their county Noxious Weed Control Board to manage noxious weeds in county rights-of-way.
- Counties using road-safety or complaint driven models for managing vegetation are experiencing road maintenance problems.
- Data about costs of moving counties from a spray to no-spray or restricted spray models is limited and inconclusive.
- Budget information for vegetation management programs in counties’ public works departments is prepared differently across counties making a county-by-county comparison of costs for no-spray and restricted spray approaches difficult.
Research on No-Spray and Limited Spray Counties in Western Washington

May 2015

Prepared for:
Whatcom County Public Works
322 N. Commercial
Bellingham, WA 98225

Prepared by:
Geneva Consulting
Box 5989
Bellingham WA 98227
Overview

Purpose
This report is a compilation of information on the no-spray or restricted spray roadside vegetation management programs of eight western Washington and one western Oregon counties. The counties contacted include Clallam, Island, Jefferson, Kitsap, Mason, San Juan, Snohomish, and Thurston in Washington and Lane County in Oregon. Lane County, OR was not originally identified for this project but was included at the recommendation of Mason County personnel.

The goal of this research effort was to gather information related to the referenced counties’ no-spray or restricted use policies including:
- non-herbicide or mechanical methods used,
- costs associated with converting to their current policy,
- costs to implement their policy,
- the process for selecting herbicides where applicable,
- program effectiveness,
- public comments/concerns, and
- operation and maintenance data (e.g., annual budget, centerline miles, population, etc.).

Approach
The methods for gathering the information in this report included phone interviews, email communication, document review and on-line search engines with the preferred approach being phone interviews. The process for initiating the phone interviews included identifying contacts within each of the counties targeted, providing a virtual introduction that included the purpose of the contact, and requesting a specific time for a phone interview. As part of the initial email, a list of questions that was prepared in conjunction with Whatcom County Public Works was provided with an explanation that the questions would be the focus of the interviews. The timeline for gathering the information presented in this report spanned approximately one month (mid-October 2014 through mid-November 2014) and occurred at a time when many counties were engaged in budget preparations, hiring, and other projects resulting in the need for multiple follow-ups to each of the counties and adapting from the preferred approach of a phone interview with a single contact to less efficient means of communication. After a December meeting with Whatcom County Public Works staff, it was agreed to continue efforts to gather information from counties that had not responded to the initial request and to obtain additional budget data from some counties that did respond.

Counties had varying degrees of information available to provide. In some cases, policies had been in place significantly longer than the personnel implementing them or a county’s interest or need for retaining the data was no longer seen as necessary. This longevity of some policies created challenges in obtaining costs of converting from a spray to a no-spray or restricted spray policy. Recognizing the value of this information to Whatcom County Public Works, a few counties have offered to pull data that they were unable to provide during the interview or could not easily access and send when available. Data was entered into a summary table (Table 1) as it was received.
The approach to preparing this report was to prepare a record of each of the interviews conducted with the eight Washington State counties. The record includes the contact names for the county. The contact involved in providing the information is shown in bold. In some cases, a second contact may be identified that was not involved in providing information and was identified through the interview process as other staff that may be able to supplement or enhance the information being gathered.

Upon completing the interviews, a summary table (Table 1) was created that lists the interview questions with the information desired, and below the question, lists summary responses from each of the eight Washington State counties contacted and, for comparison purposes, Whatcom County. The summary table also includes information that was gathered through review of literature provided by counties, obtained from county websites, and/or obtained through online search engines. In these cases, the cell is split with a red line and the information gathered through sources other than the county is shown in italicized font below the red line. The summary table was created so that Whatcom County Public Works personnel can easily compare information across each of the counties contacted. The summary table follows the narrative section of this report.

A bibliography is included and provides a list of the documents and other resources that have been gathered as part of this research effort. A brief statement follows the title of each entry that generally provides a description of the entry. Sources for the documents include the counties’ websites, Municipal Research and Service Center (MRSC) for ordinances and codes, local newspapers, nonprofit organization websites, and journals. Websites are identified as resources where the information is extensive. Specifically, Thurston County’s website includes an extensive database for risk analysis on all of the pesticides and herbicides that may be considered in their Integrated Pest Management (IPM) program.

Research Results and Practices

General Observations

Two counties—Jefferson and San Juan—have had no-spray approaches to roadside vegetation management since the mid 1970s. Three of the counties—Clallam, Snohomish and Thurston—have had no-spray or restricted use programs in place since the early 1990s. One county—Island—has had a restricted use policy since 2002 and the City of Bainbridge Island has had a restricted policy since 2003. Mason County operated under a no-spray policy until 1996 when it returned to a program that includes spraying.

Although each county presents unique situations, there are some general observations and apparent trends that present themselves when reviewing all of the information gathered including the information obtained through online search engines.

- Most counties, including those that are no-spray, work in coordination with their county Noxious Weed Control Board to manage noxious weeds in county rights-of-way. However, in several counties there is an increasing infestation of noxious weeds that are presenting challenges for control because mechanical and manual approaches are not effective for some types of weeds
- In many cases, restrictions on herbicide use appear to be limited to public work road crews.
- Costs associated with converting from a spray to a no-spray or restricted spray county are either unavailable or are no longer part of the record given that the policy may have been in place for two or
three decades. Several counties that have implemented no-spray policies have compensated for the increased work load with seasonal hiring for vegetation management including mowing.

- In many cases, there does not appear to be active monitoring of program effectiveness except in a few cases where it is required and annual reports are prepared.

- Counties with no-spray or restricted spray policies that expressed a perspective on maintenance effectiveness indicated that they often maintain roads based on complaints that raise visibility/safety concerns, rather than managing and implementing a methodical and systematic roadside maintenance program.

**County Information**

Information presented below was collected from November 2014 through January 2015 through interviews with county personnel, noxious weed control board coordinators, email communication with staff, review of county documents and county websites. Some counties had more information available than other counties and some counties were capacity-limited and unable to provide the same level of detail other counties provided because the information requested was not readily available. Additionally, budgets should be viewed with some caution because counties prepare their budgets differently making a direct county-to-county comparison challenging. In some cases, counties broke out the vegetation management component of their budgets. *Table 1. Summary of Information* is formatted to enable Whatcom County Public Works personnel the opportunity to compare information described below across the eight western Washington counties contacted. Also to facilitate comparison of information, Whatcom County is included in the Table 1 summary.

**Clallam County**

*Population: 72,312, total population*

*Centerline Miles: 485 total (District 1-Sequim 200; District 2-Port Angeles189; District 3-West End 96)*

*Annual O&M Budget: $6.5 million*

Clallam County established a no-spray policy in 1990. The policy applies to Public Works crews for county road rights-of-way and does not apply to other departments. The policy also does not have jurisdiction over landowners who have granted right-of-use through their property. Washington State Department of Transportation has retained the use of herbicide along state highway rights-of-way.

Maintenance of Clallam County roadsides is primarily done with mowing. There is also limited hand-pulling done using County correctional facility short-term inmates. Additionally the Clallam County Noxious Weed Control Board has assisted with hand-pulling primarily because the no-spray policy can interfere with the Board’s ability to enforce compliance on neighboring properties.

Information provided by Clallam County personnel is that prior to the County implementing a no-spray policy, the roadsides were maintained with a combination of herbicide and mowing/brushing at a cost of about $100,000 per year. In 1990, the no spray policy was implemented with the understanding that there would need to be increased staffing and equipment to accommodate this change. It is reported that the costs exceeded $600,000 per year. The costs were unsustainable, and increasingly ineffective especially for noxious weed control. The County has repeatedly cut back its mowing program since its peak right after the no-spray policy was enacted. The current O&M budget for public works road crew is approximately $6.5
million per year for the next 6 years. The vegetation management costs for mowing and hand pulling have not been broken out.

As previously mentioned, Clallam County uses crews from the Clallam County Chain Gang program to assist with vegetation management. The Chain Gang program consists of an officer and up to five offenders. The number of crew and availability can be quite variable depending on a number of different factors outside the control of Public Works (e.g., number of offenders that qualify, court appearances, etc.). The cost of the crew exceeds $100,000 per year for the officer alone. The number of Chain Gang teams in the program has declined from three to two and possibly will be down to one by next year. Other volunteer support is provided by two volunteer groups that meet weekly primarily to assist with maintenance of Discovery Trail. The number of hours provided by the volunteers was not available at this time.

With respect to program effectiveness, Clallam County staff responded in a couple of different ways. If the question is whether the no-spray policy is effectively being implemented, the answer is yes because herbicides are not being used by Clallam County personnel on county roadsides. If the question is asking whether the roads are being adequately maintained under the no-spray policy, then most of the road department staff would say no because they can’t keep up.

In terms of noxious weeds populations, there has been an increase on county roadsides since the no-spray policy was implemented. According to Clallam County Noxious Weed Control Board Coordinator, in 1997 when the Clallam County Weed Board was activated, WSDOT and Clallam County had a similar number of regulated noxious weed sites on roadsides (and similar workload in terms of road miles). Since working with WSDOT, who has retained use of herbicides along with mandatory annual training and work plan, the number of highway mandatory noxious weed sites has decreased by over 75%. In contrast, for county roads the only change in the number of regulated roadside weed sites has been brought about by the efforts of the Weed Board. The number of infestations continues to increase every year; mowers have tended to spread weeds rather than control them. This effect has led to complaints by local farms impacted by presence of roadside weeds spreading into adjacent areas. Additionally, road spoils brought to county quarries have rapidly diversified and increased the number and type of weed species now found there. The quarries, therefore, are requiring increased treatment to contain burgeoning weed populations.

The nature of complaints received, in addition to those previously mentioned, relate to complaints about inadequate mowing especially during periods of rapid growth. Given the budget and level of staffing, the road department cannot do much mowing in the summer because they have other required maintenance activities. The Noxious Weed Control Coordinator reflected on complaints she had received from adjacent neighbors that expressed concern about scotch broom or other noxious weeds along roadsides, including one that had a sign “Owner Will Maintain” buried amid scotch broom. This complaint in particular is leading to discussion of the no-spray policy in Clallam County.
Island County

Population: 78,800 total (source: 2013 Census Bureau estimate)
Policy Application: Unincorporated areas
Centerline Miles: 550
Annual O&M Budget: $5 million
Budget Attributable to Weed-Related Chemicals: $18,000 annually

Island County established a restricted herbicide use policy in 2002. Herbicides are used as a ‘last resort’ primarily for noxious weeds and hard to reach areas such as guardrails. The policy applies to all Island County properties maintained by Island County Public Works including parks. In addition to Island County Public Works, Washington State Department of Transportation does not spray on state highway rights-of-way in Island County.

Maintenance of Island County roadsides is done with mowing using both small shoulder mowers and boom mowers and weed eating. Currently mowing is done every couple of weeks. Shoulder pulling occurs in the fall. The initial investment in 2002 involved purchase of mowers. The staff level was not changed in 2002. Costs associated with the conversion were tracked the first few years and found not to be significantly different than when Island County had sprayed as part of their regular maintenance program. Although Island County personnel did not have access to costs associated with the initial conversion from spraying to a restricted spray policy, information gathered through review of a 2003 Whidbey Island News article suggests costs included $180,000 for new mowers in 2002 and a proposed public works 2004 budget increase of $105,000 for the hiring of four seasonal employees for a nine-month period to assist with mowing. According to Island County Public Works personnel, the hiring of temporary personnel continues to be done each year for spring and summer shoulder mowing.

Under the restricted use policy, Island County Public Works does selective spraying in hard to reach areas for safety reasons (e.g., guardrails). When spraying is done, it is in conjunction with the Island County Public Works supervisor and the Noxious Weed Control Program coordinator. The Public Works crews that spray are certified applicators.

There is not active monitoring of the program effectiveness because it is a mandated program.

Island County personnel perspective strictly from a maintenance standpoint, is that because sod grows quickly over the road and affects drainage and deteriorates road edges, there would be benefit to maintaining 12 inches of sprayed shoulder. This would address the issues associated with the rapid sod growth and reduce the frequency of mowing. At times, the crew is maintaining roads based on responding to complaints of visibility. A complaint driven approach can leave vegetation building up on some roads.

The nature of the public comments received since the policy went into effect is related to visibility issues along roadsides. Complaints of spraying are occasionally received when Public Works sprays in limited areas. The crews maintain records of where and why they spray for each situation.
Jefferson County

Population: 29,000 total (source: Jefferson Co. Public Works)
Policy Application: 20,000 unincorporated areas (source: Jefferson Co. Public Works)
Centerline Miles: 400
Annual O&M Budget: $4 Million ($155,000 for mowing; $275,000 for brush cutting)
Budget Attributable to Weed-Related Chemicals: $20,000 Noxious Weed Control Program Budget (2 gallons chemicals/year for spot treatment)

Jefferson County established an informal no-spray policy in 1978. The policy applies to Public Works crews for roadside spraying in the County rights-of-way. The County road department works cooperatively with the Noxious Weed Control Board to address noxious weed populations. As an example, the County tries to support the noxious weed program by mowing before the noxious weeds go to seed. However that approach does not work for all of the weeds. The Noxious Weed Coordinator may selectively spray to manage weeds that cannot be controlled through mechanical or other alternative approaches. A review of the Jefferson County Noxious Weed Control Board program website identifies an integrated approach for managing noxious weeds (Jefferson County Noxious Weed Control Board Policy for Targeted Weed Control on Jefferson County Roads).

Maintenance of Jefferson County roadsides includes shoulder mowers, brush cutters, air saw/aerial bucket, weed eating, and shoulder pulling. Mowing is the most widely used technique with three (3) shoulder mowers that may be in use, depending on the growing season. An average of 2000-2500 shoulder miles are mowed per year. There are two (2) brush cutters available for use; one runs relatively full time. Machine brush cutting averages 250 shoulder miles per year. The air saw/aerial bucket is used to trim lateral limb growth and excessive heights of alder and fir. Some weed-eating occurs around guard rails, and shoulders and ditches are pulled with a grader. The Jefferson County Road Crew Roadside Vegetation Management Procedures outlines management techniques by zone.

The no-spray policy went into effect in 1978 and pre-dates the current Public Works Director tenure with Jefferson County. Therefore, costs associated with the initial conversion from a spray to no-spray maintenance program are not available but it is suspected that there would be less mowers and brush cutters with a spray program. Information provided by Jefferson County personnel also indicates that maintenance costs went from a low cost with annual spraying to greater costs with an aggressive brushing and mowing program. Current costs\(^1\) associated with roadside maintenance are $65 per shoulder mile for mowing and $900-$1300 per shoulder mile for machine brush cutting or $130,000-$162,500 for mowing 2000-2500 shoulder miles annually and $225,000-$325,000 for machine brush cutting of 250 shoulder miles annually. Based on a Power Point presentation provided by Jefferson County, the 1997-2000 averaged costs for manual and machine mowing was $85,714 annually for an averaged 2,965 shoulder miles or $28.91 per shoulder mile, and for machine brush cutting an average annual cost was $171,478 annually for an average of 439 shoulder miles or $390.61 per shoulder mile.

Although Jefferson County Public Works does not spray, the Jefferson County Noxious Weed Control program coordinator selectively sprays as part of an integrated control program for noxious weeds. The approximate use of herbicide is 2 gallons per year.

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\(^1\) Period of information gathering for this report was November 2014 through January 2015.
With regard to program effectiveness, according to Jefferson County personnel there is not active monitoring of the program. The program appears to be working; roads are not deteriorating, signs and intersections are visible, and sight distance is ok. It is unlikely that the informal no-spray policy will change given the public concerns around roadside spraying.

In terms of noxious weeds, based on outcomes of browser searches for news items in Jefferson County, there appear to be some concerns from the Noxious Weed Control Board that control of noxious weeds that do not respond well to non-herbicide control methods. The news articles reviewed indicate that the Jefferson Co. Noxious Weed Control Board is proposing a special assessment for the weed control program for 2015. This appears to have generated/continued a public conversation about noxious weed control in Jefferson County and use of herbicides associated with those controls.

Kitsap County (City of Bainbridge Island)

Population: 23,200 total for City of Bainbridge Island (source: 2013 Census Bureau estimate)
Centerline Miles: 923 (Kitsap County)
Annual O&M Budget: 27,294,079 (Kitsap County)
Budget Attributable to Weed-Related Chemicals: $10,000 Noxious Weed Control Program contract for noxious weed control maintenance along Bainbridge rights-of-way and city-owned lands.

City of Bainbridge Island operates under a 2003 highly restrictive herbicide use ordinance. Kitsap County vegetation management plan includes herbicides in their maintenance program (www.kitsapgov.com/pw/vegetation.htm). The information provided in this narrative includes information on Kitsap County’s vegetation plan but is primarily focused on the City of Bainbridge ordinance since the intent of this effort is to gather information on no-spray and restricted spray programs.

Kitsap County’s vegetation management plan for rights-of-way identifies zones and applications methods for each zone. The City of Bainbridge Island has a highly restrictive ordinance that only allows use of mechanical mowing and cutting with an emergency clause that provides for pesticide or herbicide use. The Bainbridge Island restrictions apply to City Public Works and Park Dept. staff.

According to the Kitsap Co. Noxious Weed Program Coordinator, who works cooperatively with the City of Bainbridge, the Bainbridge policy has opened up over the past five years allowing the noxious weed coordinator to treat knotweed using injection along rights-of-way and other public lands. Most recently (2014) the Coordinator approached the City to allow treatment of all noxious weeds where appropriate. An August 2014 memo from Bainbridge Island Public Works sought authority from the Bainbridge City Council to enter into agreements with the Noxious Weed Control Board to allow treatment under the emergency clause of the City ordinance. A deliverable that is part of the contract with the Noxious Weed Control Board is a full report to the City that will identify noxious weed locations, densities, and amount of herbicide used on each location.

The City of Bainbridge Island Public Work’s vegetation management plan uses a set of four criteria to determine if mowing is necessary. The criteria are outlined on the City’s website (www.bainbridgewa.gov/309/vegetation-management). The Noxious Weed Control Program methods include cut flowers off of plants before any herbicide treatment occurs. Where appropriate, staff removes individual plants through pulling and bags the plants for disposal. If there are still rosettes on site, they are
treated with a foliar herbicide application. The Noxious Weed Program uses backpack sprayers and spot sprays when applying herbicides. The Kitsap County Vegetation Management Plan also outlines different types of controls that may be considered including mowers, chain saws, hand operated cutters, grass trimmers and other common tools. Most vegetation in Zones 2 and 3 are maintained with tractor-mounted boom rotary head mowers.

A cost comparison of staffing needs associated with chemical and non-chemical control of noxious weeds was provided by the Noxious Weed Control Program Coordinator. The cost increase is associated with hand removal of noxious weeds. On average it takes 10-15 minutes to spray a location and pulling the same location would take from 20-30 minutes. Pulling can cause soil disturbance encouraging germination of new seedlings. The hand pulled sites must be visited 3-4 times throughout the summer while the pulled and then sprayed sites can be visited 2-3 times. In the past, the noxious weed program used volunteers on sites. This presented challenges in the consistency of the work performed resulting in more staff time allocated to returning to the site to complete the work. The noxious weed control program has not used work release crews for control due to the high cost of transportation to and from infestation sites.

Based on tracking that started in 2006, the Noxious Weed Control Program coordinator provided some information on program effectiveness without use of herbicides. When tracking began, noxious weed sites were increasing on average by 10% each year with the mowing practices. Knotweed in particular was expanding at a rate of 15%-30% growth along roadways. Expansion was attributed to the removal of herbicide use and the increased mowing and spreading of fragments. Tansy ragwort and poison hemlock infestations were also on the rise between 2006 and 2008. In 2008 Bainbridge allowed for injection of herbicide to control knotweed along rights-of-way and in parks\(^2\). Data on knotweed reduction on Bainbridge Island from 2008 and 2013 is not readily available but can be extracted\(^3\).

The Kitsap Co. Noxious Weed Control Program coordinator noted that the Kitsap County Vegetation Management Program and the Noxious Weed Control Program have outreach elements that provide transparency of the process. Everything relating to spraying is posted in advance and identifies what will be sprayed, when, and where, which provides the public with an opportunity to call for information. There is also an opt-out program available for property owners that do not want spraying. The approaches outlined by Kitsap County for notification of spraying are similar to what other counties use including Whatcom County.

**Mason County**

*Population: 60,497 total county population (source: 2013 Census Bureau estimate)*

*Centerline Miles: 617*

*Annual O&M Budget: $5,791,264*

*Budget Attributable to Weed-Related Chemicals: $57,209 spent on spray program of which $20,463 was spent on herbicide supplies*

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\(^2\) Injection application is a method for applying herbicides. The application method used to manage weeds or vegetation is dependent on a number of factors including on the type and extent of an infestation.

\(^3\) This is a pending data item. The Kitsap County Noxious Weed Control Board coordinator has indicated that she will forward the data at her first opportunity to pull the information together.
Mason County had a no-spray policy for approximately 17 years prior to ending it in 1996. Since it ended, the County has gradually expanded from restricting spray to guard rail section to spraying bare ground shoulder residual, and then to select zone two woody species control. In addition to roadways, the county uses selective herbicides for noxious weed control and maintenance of mitigation ponds that the County is required to maintain for a five-year period.

Mason County does use mechanical methods in their vegetation management program. These methods include mechanical and hand brushing, mowing, weed-eating, and shoulder grading. The County no longer keeps data on costs associated with maintenance practices but has extracted 2014 budget costs for vegetation-related activities from January to November 15. During this timeframe, costs included:

- Brush Cutting- $191,938
- Mowing- $39,172
- Athey Ditching - $40,553 (removing sod from shoulders and ditch lines)
- Hand Brushing - $47,290
- Trees - $20,616

Mason County personnel indicate that the County’s current approach for vegetation management is more cost-effective than hand pulling and mowing.

When selecting herbicides as part of their vegetation control, the County Public Works errs on the side of caution and selects the safest herbicide that will be effective. In some situations they have instituted self-imposed buffers for how/where they apply herbicides. The risk analysis and selection of herbicide is made at the management level at Public Works and takes into consideration site specific or geographic factors. There is some minimal noxious weed control in Mason County rights-of-way that is done through the Mason County Noxious Weed Control Program.

Since resuming a spray program, there have been a minimal number of public complaints. Some recent concerns have been received by local beekeepers.

San Juan County

Population: 15,000 total county population (source: San Juan County Public Works)
Population Affected: 10,000 in unincorporated county (Friday Harbor population about 5,000)
Centerline Miles: 300 total (on 7 different islands)
Annual O&M Budget: $3.8 million road maintenance budget; approximately $350,000-$400,000 for vegetation control (10% of budget).

San Juan County established a no-spray ordinance in mid-1970s. The policy applies to Public Works crews and is specific to the County rights-of-way. Ordinance 18.60.090 reads: “no herbicides, pesticides, or other chemicals shall be used for weed control in road rights-of-way”.

The San Juan County Noxious Weed Control Board has a tiered effort for control of noxious weeds. Mechanical and biological controls are used first, and herbicide use is a last resort.

The County Public Works crews use mowers and brush cutting for vegetation control. The Noxious Weed Control Program also uses mechanical methods as part of their integrated management program and
depending on the weed. County crews work in coordination with the Noxious Weed Control Program on special projects in County rights-of-way.

The costs associated with converting from a spray program to a no-spray program are no longer available. However, San Juan Public Works personnel reported that there was a special purchase of equipment in order to comply with the new ordinance. The equipment purchase included a doubling of the mower fleet and going from using small side mounted mowers to purchasing full boom mowers that would reach across the road shoulder. The cost for maintaining the County rights-of-way under the no-spray ordinance has consistently represented about 10% of the total road maintenance budget. The Public Works crews are not much larger than they were prior to the ordinance. Volunteers and work release crews are not used by the County for rights-of-way maintenance. Work release crews are, however, used for mowing and landscaping around the County courthouse.

There is not active monitoring of the program effectiveness because it is a mandated program.

From a maintenance perspective, County personnel felt that the program is effective for vegetation management and not as effective for management of noxious weeds. Under the existing ordinance, the Public Works staff is unable to control spreading of noxious weeds in rights-of-way. The County works cooperatively with the Noxious Weed Control Board to try to target infestations and address them together. The challenge has been that an infestation may be on private property and is not being controlled. Through their cooperative relationship, Public Works is working with the Weed Control Board to try to manage these infestations before it manifests itself in the County right-of-way.

**Snohomish County**

Population: 745,913 total county population (source: 2013 Census Bureau estimate)

Population Affected:
Centerline Miles: 1600 total
Annual O&M Budget: $27 million +/-

Snohomish County has had a policy in place since 1992 and is a restricted use policy for noxious weeds in County rights-of-way and no-spray for nuisance weeds. The nuisance vegetation control program includes mowing, shoulder pulling, and hand pulling. The restrictions are in place for the Snohomish County Road Department and do not affect the Noxious Weed Control Program, Parks Department or facilities ground maintenance crews.

There is not data available related to maintenance costs for the County’s no-spray program. Anecdotal information, however, indicates vegetation management is more time consuming and costly now than when Snohomish County sprayed. Many seasonal workers are now needed in order to accomplish the work that was previously managed by a couple staff when the County sprayed.

When control of noxious weeds is necessary, the Noxious Weed Control Program coordinator selects the least toxic herbicide possible that will effectively control the weed being treated and maintains records of application, herbicide selected, and location including for control in County rights-of-way.
From a maintenance standpoint, the no-spray program requires Snohomish Public Works crews to focus on potential safety issues almost exclusively. The vegetation management program has largely become a service request driven approach as opposed to a more systematic, methodical approach.

The Snohomish County Noxious Weed Control Program coordinator reports that there have been approximately a dozen negative public conversations since 1996. He attributes the relatively low number of complaints to an extensive public outreach effort that includes property owners.

**Thurston County**

**Population:** 262,388 total county population (source: 2013 Census Bureau estimate)

**Population Affected:**

**Centerline Miles:** 1200

**Annual O&M Budget:** $1,179,560 of which $618,035 is roadside mowing and $561,525 is brushing and weed eating. Costs include labor and equipment.

Thurston County has an Integrated Pest Management (IPM) program. The goal of the IPM program is to evaluate pest and management on need and site specific basis using the most cost-effective approach to manage for a long-standing reduction of the problem. The County has not sprayed in rights-of-way since the early 1990s except for noxious weed control. The usage of chemicals in the right-of-way is dependent on location and species of weed being controlled. The Thurston County Board of Commissioners first adopted the Thurston County Pesticide Use Policy in 1989 and a revised Pest and Vegetation Management Policy in 1993.

The IPM program covers all of Thurston County and County owned properties. Each pest or problem may be managed differently depending on the location of the problem and how it is perceived. As part of the IPM program, there are vegetation prescriptions for County rights-of-way and guardrails (www.co.thurston.wa.us/health/ehipm/site_prescrip.html).

Non-herbicide or mechanical methods used for roadside weed control are addressed in prescriptions that have been prepared as part of the IPM program and may include mowers, weed wrenches, hoes, picks, weed whackers, and shovels. The method selected depends on the noxious weed being controlled (www.co.thurston.wa.us/health/ehipm/pest_prescrip.html).

The selection of pesticide or herbicide use for different management needs in Thurston County is embedded in the IPM program. The Thurston County webpage lists the chemicals that should be used for different management needs. All employees are licensed to apply pesticides/herbicides. If contracting work, then the contract is with a licensed commercial applicator.

The process for risk analysis of pesticides/herbicides is an extensive multi-level process. Each of the County departments has written IPM programs that are approved by the Thurston County Board of Health and the Thurston County Commissioners. All pesticide/herbicides have been evaluated for their active ingredients and rated for use. The rating system has three categories: Passed, Conditional, and Failed. The least hazardous pesticide/herbicide should be the first choice (Passed) and those with the highest hazard (Failed)

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4 Discussion and evaluation of a fourth category was underway as of November 2014.
being chosen only when there is not a lesser hazardous product that is known to be effective (www.co.thurston.wa.us/health/ehipm/ipm_cntyimp.html).

Each County department has staff that implements IPM prescriptions and policies; the staffing level varies by department (e.g., parks have 4-5 staff that implement the IPM prescriptions for the parks department). There is an occasional use of volunteers and work release crews. Work release crews are used when the work is in a controlled area where oversight can be easily provided. The cost for roadside mowing in 2014 is $618,035 and includes labor and equipment. This includes both shoulder mowing and slope mowing. Thurston County has a total of 10 mowers of which 5 are used year-round. The cost for brushing and weed eating in 2014 is $561,525 and includes labor and equipment. Thurston County normally operates one brush crew of 6 FTEs year-round and in the winter months they add another brush crew of 6 FTEs that focus on their chip seal roads for that given year. Weed eating is done in the spring and summer months. An undocumented recollection of costs prior to the current policy is that the vegetation management budget was approximately $150,000-$200,000 including chemicals with a crew of about 4 FTEs\textsuperscript{5}. When the transition in policy occurred, the significant change was in purchasing of mowers and increasing staffing.

There is effectiveness monitoring that occurs as part of the annual reporting process. Annual reports are prepared and reviewed by the Pest and Vegetation Management Advisory Committee that makes recommendations, if any, to the Board of Health. In terms of the program’s effectiveness for controlling noxious weeds, populations vary from year to year. In some cases weeds have been eliminated and in some cases new ones established. Overall, the program is effective and the county is not being overrun with noxious weeds and there is not a line of sight problem or other problems in maintaining safety along roadsides.

Interaction with the public occurs frequently through the IPM Coordinator. Most of the interaction is when there is a posting of a planned spray and the public calls to ask what is being sprayed and why. Since the inquiry is often related to whether they should be concerned, the IPM Coordinator walks them through the decision-tree that led to the decision to spray or treat in a particular way. With the exception of a couple incidents, this approach has effectively addressed public comments and concerns.

**Lane County, Oregon**

*Centerline miles: 1400*

*Population: 356,212*

Initial contact was made with Lane County, Oregon personnel at the suggestion of Mason County personnel. The preliminary information that was received through a ‘cold’ call to Lane County is provided below.

Lane County has had a no-spray roadside vegetation management program since 2003. When they converted from a spray to no-spray program, costs changed. The County had to change equipment types and invest in smaller equipment to manage vegetation. Staffing costs also increased.

The program is a vegetation management program and not a noxious weed control program. The mechanical methods for managing vegetation do not work for noxious weed varieties. There has been a proliferation of noxious weeds and the County is now considering approaches for managing the weeds.

\textsuperscript{5} Thurstom County, as with many of the other counties with long-term policies in place, has not retained costs of transitioning from a spray program to a restricted or no-spray policy.
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*The above table is part of the document related to the project in question.*
Bibliography

The information that follows was gathered in the process of conducting research on the policies of western Washington counties thought to have a no-spray or limited spray policies. Bulleted information was either provided by a contact through the interview process or obtained through Google searches and searches of the counties' websites. Where information was provided by a contact at a county, it is noted as such. Information was gathered for seven western Washington counties and one county in western Oregon (Lane County). Information is organized by county and counties are listed alphabetically.

Island County

- *Spray Foes Win, Whidbey News, April 2, 2002 updated July 3, 2008* – Article relaying decision by County Commissioners to implement a no-spray policy in County roadside maintenance program.

- *County Comes Up Short on Budget, Whidbey News, October 25, 2003 updated July 3, 2008* – Article provides some information on initial cost increase to go to no-spray roadside maintenance program.

- *County Sprays Hard-to-Reach Areas, Whidbey News, July 27, 2005 updated July 3, 2008* – Information that county is spraying in some areas where other means have not proved successful (guardrails, cracks in roads). Spraying is a last resort and spot spraying.

Jefferson County

- *Roadside Vegetation Management Procedures for Jefferson County Road Crews* – This document was provided by Jefferson County personnel and outlines the roadside zones established for purposes of assigning management objectives, maintenance needs, and thresholds for triggering vegetation maintenance action. The zones vary depending on right of way width and type of roadway. Generally the zones include: Zone 1 Pavement Edge Zone; Zone 2 Operational Zone; and Zone 3 Buffer Zone.

- *Jefferson County Vegetation Management PowerPoint Presentation* – This undated presentation was provided by Jefferson County personnel and provides an overview of the Jefferson County vegetation management approach.

- *Olympic Region, Area 3 Integrated Roadside Vegetation Management Plan, 2012* – Washington State Department of Transportation has an integrated roadside vegetation management plan for the roadside maintenance alongside state highways that they are responsible for in Jefferson County. The document was provided by Jefferson County personnel.

- *Jefferson County Noxious Weed Control Board memo to Jefferson County Commissioners, November 17th, 2009* – This memo requests permission to spray for specific plants in identified areas that they appear to be proliferating.

- *Jefferson County Noxious Weed Control Board Policy for Targeted Weed Control on Jefferson County Roads, August 12, 2013*\(^{17}\) – This is the policy guidance for Jefferson County Noxious Weed Control Board when managing noxious weeds within Jefferson County rights of way. The guidance includes the following:

  Policy 1- Vegetation Control for Line of Sight and Safety in County Rights-of-Way

\(^{17}\) Date is not posted on the policy. The date was identified by checking the properties tab of the PDF document for a creation date, which may just reflect the date that the PDF was created and not the date the policy was established.
Policy 2- Management Guidelines for Noxious Weed Control including:
   (a) Priority Weeds in Jefferson County;
   (b) Integrated Weed Management;
   (c) Weed Control Hierarchy;
   (d) Selecting Optimal Strategies;
   (e) Guidelines for Herbicide Use

Policy 3- Site Specific Management Strategy in County Rights-of-Way for 2013 including:
   (a) Immediate control or eradication of any state listed noxious weed not previously seen in Jefferson County rights of way
   (b) Based on current knowledge and surveys, 13 required for control weeds occur on Jefferson County roads and have a history of management a site specific plan for 2013 that identifies the weed, location, size of infestation, controls from 2007-2012 and recommended control for 2013.
   (c) Non-chemical control methods and community involvement including three demonstration sites established in 2012 to test non-spraying control methods and to compare efficacy with sprayed sites.


- *Spot Use of Herbicide Prompts Protest in Jefferson County, Peninsula Daily News, June 16, 2012* – Advocate group calls for County ordinance to ban weed spraying along Jefferson County roads. Petition presented to the county commission with 1,340 signatures supporting a no-spray ordinance. The petition was in response to the County resuming spot spraying of small roadside amounts of glyphosate after more than 30 years of not spraying.

- *Noxious Weed Control Board Votes to Stalk Tax Assessment in Jefferson County, March 19, 2014* – Article outlining Noxious Weed Control Board proposed special property assessment including public process.

Kitsap County

- *Vegetation Management Program, Kitsap County Public Works* – This document outlines the Kitsap County Public Works vegetation management program including the program goals, roadside management zones, and types of management methods. The document includes a section specific to the County’s use of herbicides on County rights of way (county uses herbicides in its vegetation management program).

- *City of Bainbridge Island Vegetation Management Program, www.bainbridgewa.gov/309/Vegetation-Management* - The City’s website includes a page that outlines the vegetation management program and the four criteria that determine priorities for mowing.

- *Chapter 16.30 Pest Management and Pesticide Use, Bainbridge Island Municipal Code* – The municipal ordinance is from the Municipal Research and Service Center (MRSC.org) and is current through August 11, 2014.
• **City of Bainbridge Public Works Dept. Memo regarding use of Herbicides on City-Owned Property and Right-of-Ways, August 6, 2014** – This memo to the Mayor and City Council outlines an issue occurring with noxious weeds on both public and private lands within the City. Bainbridge Island is no-spray. The memo identifies that under the May 2003 ordinance regulating herbicides on public lands includes an Emergency Procedure that allows use of herbicides when the director of public works determines an emergency situation exists (“last resort policy”).

• **City of Bainbridge Island Approves Herbicide Use to Fight Noxious Weeds, Bainbridge Island Review, August 16, 2014** – News article reporting on the unanimous vote by the Bainbridge City Council to approve a partnership with the weed control board to begin using herbicides on noxious weed infestations along roadsides, public land, and city-owned property.

• **Chemicals in Bainbridge Parks and Schools: Roundup of the Facts, Inside Bainbridge, April 2013** – Article on use of chemicals in parks and school district. Provides a list of the herbicides being used in the parks. The list of chemicals for the school district includes pest management.

• **Letter from the Editor: Pesticides in Our Parks- Do We Need ‘Em? Inside Bainbridge, July 16, 2014** – an editorial on the continued use of limited spraying by the Park District.

• **Roadside Weed Spraying to Begin Soon on Bainbridge Island, Bainbridge Island Review, Sept. 4, 2014** – News report providing notification to the public that noxious weed program will begin cutting flower heads and treating plants with a selective herbicide on a couple of days that week. The notification provides information on whom and how to contact for information (weed control coordinator).

**Lane County, Oregon**

• **Lane County Vegetation Management Standards and Guidelines, Series 1, Rights-of-Way Brushing Standards (undated)** - This document outlines brushing standards for Lane County, Oregon rights-of-way.

• **Lane County Vegetation Management Standards and Guidelines, Series 2, Top Trimming Standards (undated)** - This document outlines brushing standards for Lane County, Oregon rights-of-way.

• **Lane County Vegetation Management Standards and Guidelines, Series 3, Rights-of-way Grass Mowing Standards (undated)** – Document outlines mowing standards for Lane County, Oregon rights-of-way.

• **Lane County, Oregon code for Roadside Vegetation Management and Last Resort Herbicide Use Policy** – The Lane County code outlines policy for vegetation management including the use of herbicides and public notification procedures.

• **“Rights-of-Way” Management Prescription Plan & Action Thresholds, 2006** – The purpose of this document is to outline and provide guidance to Lane County Public Works personnel on management prescriptions and action thresholds for vegetation management within rights-of-way. Included in the document is a decision-tree for selecting preferred alternatives for managing vegetation.

• **Lane County Roads- Herbicide Free (undated)** – This one page fact sheet outlines Lane County Public Works’ vegetation management program.
Mason County

- *Olympic Peninsula Cooperative Noxious Weed Control, 2012 Project Report, March 12, 2013.* This report was compiled by Mason County Noxious Weed Control Board coordinator and represents work to locate and treat noxious weed infestations on Olympic National Forest lands and on neighboring properties.

- *Mason County Noxious Weed Control Board Minutes, February 26, 2014.* The meeting summary provides comment from the public regarding Mason County’s use of herbicides within the county rights-of-way.

San Juan County

- *San Juan County Noxious Weed Control Board, 2012 Program Status Report, February 1, 2013.* - The 2012 report provides information on herbicide use in San Juan County to control noxious weeds.

Snohomish County

- *Excel spreadsheet from Snohomish County Noxious Weed Control Board* that shows herbicides used between 2010 and 2013 and quantities used for different projects. The spreadsheet was provided by the noxious weed board coordinator. The yellow highlighted cells are applications in Snohomish County rights-of-way.

Thurston County

- *Thurston County’s IPM Program, www.co.thurston.wa.us/health/ehimp/ipm_cntyimp.html* - The Thurston County IPM Program webpage includes links to annual reports from 1998-2013, Prescription Development & Approval process, Pesticide Review & Selection, Site Specific and Pest Specific Prescriptions, and Pesticide Review and Ratings including terrestrial and aquatic herbicides, fungicides, insecticides, and minimum risk pesticides.

- *Thurston County Pest and Vegetation Management Policy (undated)* - Thurston County’s pest and vegetation management policy applies to all county departments. This document outlines the policy goals and objectives, and provides information pertaining to pesticide use including review criteria for pesticides permitted by the County Environmental Health Division and allowed by the County Board of Health. The policy also outlines the function of the Pest and Vegetation Management Advisory Committee that has a role in implementing the policy.

- *Vegetation Prescriptions for the County Rights-of-Way (1997- download from webpage)* - This document identifies the prescriptions and vegetation maintenance standards for the rights-of-way. The standards vary depending on location in the right-of-way and whether there is a line of sight problem. The standards and prescriptions are outlined for three zones (shoulders, ditch, backslope).

- *Thurston County Roads & Transportation Services Integrated Vegetation Management Plan, Guardrails Prescriptions (1997-download from webpage)* - This document outlines the prescriptions for control of vegetation around the County’s guardrails and includes all methods of control including mechanical, cultural, biological, and chemical.
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- **Implementation Guidelines, Pesticide Review Process (undated)** – One page schematic of the process used by Thurston Co. Environmental Health when a county department requests review of a chemical to control a problem.

- **Thurston County’s 2013 Integrated Pest Management Report** – Each year a report is prepared that reviews the IPM program and controls, and the pesticide use for Thurston County overall and by department. The noxious weeds program is also incorporated into the annual report.


**Other Documents**

- **Adoption of Policy on Herbicides in Proximity to Sensitive Areas in Skamania County, Resolution No. 2006-17** – Provided by Jefferson County Public Works Director- The Skamania County policy adopted by the Skamania County Board of Commissioners in April 2006, which is intended to provide internal guidance for the Department of Public Works when using herbicides for vegetation control on county owned and managed properties.

- **Growing Trends Successful Strategies for Reducing Pesticides in Public Places, Washington Toxics Coalition Report, 2002** – Provided by Jefferson County Public Works Director- This is a summary document of areas utilizing no-spray, limited spray, and integrated pest management programs.

- **Skamania County Integrated Vegetation and Pest Management Plan Version 1.0, April 2002** – Provided by Jefferson County Public Works Director- Policy guidance for Skamania County departments directly involved in pest management on county properties. Includes background on integrated pest management for private and non-county public landowners and managers, and county citizens.
A request for a major adjustment, a major amendment and a one-year extension for final approval for the Lincoln Road Long Subdivision.

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 applicant is requesting a major adjustment to a preliminarily approved Planned Unit Development, a major amendment to the long subdivision and a one-year extension for final approval of the Lincoln Road Long Subdivision and Planned Unit Development. The modifications are being requested to remove off-site road improvement requirements.
MEMORANDUM

TO: Honorable members of the Whatcom County Council

FROM: Amy Keenan, AICP Senior Planner

THROUGH: Mark Personius, Assistant Director

DATE: May 14, 2015

SUBJECT: Lincoln Road - Major Modification and Amendment and Extension to a Preliminarily Approved Planned Unit Development and Long Subdivision

On August 23, 2005, Mike Owens applied for preliminary approval of a long subdivision and planned unit development (PUD). The proposal was to create 22 single family residential lots and one reserve tract on a 19.73 acre parcel in the Urban Residential (UR4) zone in the Birch Bay Urban Growth Area (UGA).

The Whatcom County Hearing Examiner held a public hearing and recommended approval of the subdivision and PUD on May 6, 2009. The Whatcom County Council approved the subdivision and PUD, subject to conditions on May 19, 2009. Conditions of approval included off-site road improvements to Lincoln Road which was on the 6-Year Transportation Improvement Plan (TIP) at the time of preliminary approval.

When applicant began working with Public Works to submit construction drawings it became clear that several of the original conditions of approval were no longer applicable. Lincoln Road had been removed from the 6-year TIP and after further analysis under Development Impact Mitigation Identification System (DIMIS), off-site road improvements were recalculated. In response, the applicant and Public Works have agreed to a revised set of conditions. The applicant is now requesting a major adjustment to the PUD and a major modification to the subdivision to alter the Public Works conditions of approval. The applicant has also requested a one year extension to final subdivision approval.

Public notice of the proposed changes was sent to neighbors within 300 feet of the proposal and was published in the newspaper. The Technical Review Committee (TRC) held a meeting to discuss the proposed changes and it was determined that the requested major adjustment and modification and the associated one year extension request are consistent with Whatcom County Codes. The proposed changes were also reviewed for consistency with the issued SEPA Mitigated
Determination of Non-Significance (MDNS) and it was determined no additional SEPA review is necessary.

The TRC is recommending Council approve the major adjustment to the PUD, the major modification to the LSS and the one year extension request.

Please feel free to contact me with any questions about this proposal at 360- 676-6907 x 50264 or akeenan@whatcomcounty.us.
WHATCOM COUNTY PLANNING AND DEVELOPMENT SERVICES
STAFF REPORT

May 14, 2015

The application by Mike Owens for a major modification and extension to a preliminarily approved Planned Unit Development and Long Subdivision

I. SUMMARY OF APPLICATION AND RECOMMENDATIONS

Summary: The applicant is requesting a major adjustment to a preliminarily approved Planned Unit Development, a major amendment to the long subdivision and a one-year extension for final approval. The modification is proposed to revise Public Works – Engineering Conditions of Approval.

Recommendation: The Technical Review Committee recommends approval of the requested subdivision, subject to conditions.

II. PRELIMINARY INFORMATION

A. BACKGROUND INFORMATION

Applicant: Mike Owens
1536 Willeys Lake Road
Ferndale, WA 98248

Agent/Representative: Darcy Jones
Jones Engineers, Inc.
4164 Meridian Street, Suite 304
Bellingham, WA 98226

Site Location/Address: South side of Lincoln Road, approximately 660 feet west of Blaine Road, Blaine, WA

Legal Description: Located within a portion of the NW quarter of the NE quarter of Section 19, Township 40 North, Range 1 East, W.M.

Assessor's Parcel Number: 400119 436463
Zoning: Urban Residential (UR4)

Comprehensive Plan: Birch Bay Urban Growth Area (UGA)

Subarea: Birch Bay

Number of Lots: 22 single family lots and one reserve tract

Reserve Area: 13.5 acres

Total Acreage: 19.73 acres

Roads: Public Road

Water Supply: Birch Bay Water and Sewer District

Sewage Disposal: Birch Bay Water and Sewer District

Fire Protection: Whatcom County Fire District No. 21

Law Enforcement: Whatcom County Sheriff's Office

Public Schools: Blaine School District No. 503

Topography: The site is described as generally flat with gentle slopes of 0-3% with a maximum slope of 5%.

Vegetation: Vegetation consists of forested areas with a mixture of coniferous and deciduous trees, shrubs, grass and wet soil plants.

Adjacent Land Uses: North: Single family residential
                                 East: Single family residential
                                 South: Single family residential
                                 West: Vacant Land

Utilities Easements: Necessary utility easements will be established prior to recording the final plat.

Variances: No variances requested.

SEPA Review: Mitigated Determination of Non-significance issued May 7, 2008
B. AUTHORIZING ORDINANCES:

1. Revised Code of Washington Chapter 58.17
2. Whatcom County Comprehensive Land Use Plan.
3. Whatcom County Code Chapter 12.08, Development Standards
4. Whatcom County Code Chapter 15, Building Code
5. State Environmental Policy Act (SEPA). Washington Administrative Code Chapter 197-11, Whatcom County Environmental Policy Administration Chapter 16.08
6. Whatcom County Code Chapter 16.16, Critical Areas
7. Whatcom County Code Title 20, Official Whatcom County Zoning Ordinance
8. Whatcom County Code Title 21, Subdivision Regulations
9. Whatcom County Code Title 24, Health Regulations

III. SITE DESCRIPTION

The subject rectangular 19.73-acre site is located on the south side of Lincoln Road, approximately 660 feet west of Blaine Road. The property has approximately 662-feet of frontage along Lincoln Road and is approximately 1,300-feet deep.

The terrain is described as generally flat with gentle slopes of 0-3% with a maximum slope of 5%. Vegetation on the site consists of forested areas with a mixture of coniferous and deciduous trees, shrubs, grass and wet soil plants.

Property to the north of the site is currently zoned Rural (R10A) and consists of vacant land and large lot single-family development. Property to the south and east of the site is zoned R5A and consists of large single-family home sites. Property to the west of the site is zoned UR4 and is undeveloped pasture and forestlands.

IV. PROJECT PROPOSAL

Original Proposal

The Lincoln Road development was initially proposed as a 45-lot single-family project, with one wetland/reserve area, however due to wetland constraints, the application was revised to a 22-lot single-family project located on 6.23-acres of the 19.72-acre site. The balance acreage (13.5-acres) will be set aside as a wetland/reserve tract, which may ultimately serve up to an additional 56-units. Residential lots range from 6,000-square feet to 8,379-square feet in size. The applicant has submitted a Long Subdivision (LSS) and a Planned Unit Development (PUD) with the intent of providing flexibility in lot design, preserving and enhancing large areas of wetland and providing 15-feet of right of way dedication along the entire frontage of Lincoln Road.

Major Modification Request

The applicant is requesting a major adjustment to the PUD and a major modification to the LSS to revise Public Works – Engineering conditions of approval as
recommended by the Whatcom County Hearing Examiner on May 6, 2009 and as approved by the Whatcom County Council on May 19, 2009.

The conditions need to be modified because of changed circumstances. Lincoln Road has been removed from the 6 year Transportation Improvement Plan (TIP) which means that no public funding is available for improvements to Lincoln Road. In addition, the Whatcom County Executive signed an Executive Declaration on November 25, 2015 allowing developers to request physical mitigation be recalculated using Development Impact Mitigation Identification System Version 3 (DIMIS). The applicant has also requested a one-year extension for final subdivision and PUD approval.

V. PUBLIC NOTICE AND COMMENT

Requirements for public notice are contained in WCC 2.33.

Notice of Application: The Revised Notice of Application for this proposal was published on April 3, 2015. Notice was also mailed to property owners within 300 feet of the site.

Public Input: During the public comment period for the Notice of Application and Optional DNS, the County received one written comment. A summary of the comment and a response follows:

- The children’s playground location is unsafe and inappropriate

The internal design of the subdivision and PUD has not been altered or changed. The proposed adjustment and modification is for off-site road improvements and no additional review or changes are proposed for the design of the plat.

Notice of SEPA Threshold Determination: The SEPA Mitigated Determination of Non-significance (MDNS) for this project was issued on May 7, 2008. The notice was also sent to state and local agencies, and Parties of Record for the project. There was no appeal of the MDNS.

VI. STATE ENVIRONMENTAL POLICY ACT (SEPA)

The State Environmental Policy Act (SEPA) requires applicants to disclose potential impacts to the environment as a result of their project. The Environmental Checklist submitted by the applicant adequately discloses anticipated environmental impacts as a result of this project. Whatcom County codes and regulations adequately mitigate for these anticipated environmental impacts. Therefore, a Determination of Non-Significance (DNS) is the appropriate threshold determination for this project. The revised DNS was issued on May 7, 2008. No appeals of the DNS were filed.
VII. FINDINGS OF FACT and CONSISTENCY WITH REGULATIONS

A. Roads and Bridges (WCC Chapter 12.08)

WCC Chapter 12.08 adopts and gives authorization for development standards for development within Whatcom County. Whatcom County shall establish uniform, comprehensive and distinct requirements which shall be applied to all developments. These requirements shall be established as “Whatcom County development standards” and shall exist to provide clear development guidelines for all construction activity within the county. These standards shall establish administrative and technical requirements for the implementation of land use regulations and shall provide the basis by which developments are evaluated to ensure compliance with county regulations.

The Whatcom County Public Works Engineer Department reviewed the proposal for the modification and submitted a memo dated January 6, 2015 with the following discussion:

1. Reference (a) Engineering Conditions of Approval Memorandum Condition Nos 3 and 4 both reflected the County Council-approved 6 Year Transportation Improvement Program (6YTIP) expectation, at that time, that a County-funded project to improve the segment of the Lincoln Road roadway between Blaine Road and Harborview Road would occur closely coincident with subject proposed development construction. Due to various factors, this project is no longer on the County Council-approved 6YTIP, which therefore necessitates revisions to those two Conditions accordingly due to various factors.

2. On November 25, 2014, the County Executive issued a declaration (please see Enclosure (1) Executive Declaration) that revised the basis for determining deficiencies on existing County maintained rural roads as part of the County’s Development Impact Mitigation Identification System (DIMIS). For the purpose of this Memorandum, I will refer to this approved update to DIMIS as “DIMIS V3”.

3. On December 15, 2014, the Developer’s agent submitted to the County a formal request, as enabled by Enclosure (1) Executive Declaration paragraph no 2, to re-evaluate subject project’s off-site road improvement requirements using DIMIS V3. In processing that request I have determined that subject project satisfies Enclosure (1) Executive Declaration paragraph no 2 prerequisites for County re-evaluation.

4. In applying DIMIS V3 to subject project (please see Enclosure (2) Work Sheet), no off-site road mitigation to Lincoln Road is legally imposable. Therefore, reference (a) Memorandum Condition Nos 3 and 4 no longer apply, either as physical work, or as monetary contributions in lieu of physical work.

5. Additionally, after reviewing reference (a) Memorandum overall, I have also determined that other condition clarifications are necessary. As a result, my revised Conditions of Approval in total follow below.

In view of paragraph nos 1 – 5 above, using the following definitions of:
"Vested": As of August 30, 2005, which is subject proposed project’s land use regulations vesting date, and

"Effective": As of May 6, 2009, which is subject proposed project’s Preliminary Plat approval date, and

"Current": Corresponding to the submission date of a document or a permit application.

The Technical Review Committee has determined that, as conditioned, the project meets the requirements of WCC Chapter 12.08.

**B. Building and Fire Code (WCC Title 15)**

WCC Title 15 adopts and amends the applicable building and fire codes. The Building Official is authorized to promulgate such rules, policies and/or procedures as deemed necessary for the efficient operation of the permit process as administered by the department of building safety, designated in IBC Section 103.1, and hereby referred to as the building services division of the Whatcom County Planning and Development Services Department.

WCC Title 15 adopts and amends the applicable fire codes. The Fire Marshal is authorized to promulgate such rules, policies and/or procedures as deemed necessary for safety, designated in IBC Section 103.1, and hereby referred to as the Office of the Fire Marshal.

The Whatcom County Fire Marshal submitted a memo dated April 3, 2015 with the following discussion:

The Whatcom County Fire Marshal’s Office has reviewed the above permit application and we have no additional comments or conditions.

The proposal shall comply with all applicable codes and ordinances adopted by Whatcom County. Any overlooked hazardous condition and/or violation of applicable code does not imply approval of such condition or violation.

The Technical Review Committee has determined the proposed modification meets the requirements of WCC Title 15.

**C. Critical Areas (Title 16)**

WCC Chapter 16.16 of the Whatcom County Code contains standards, guidelines, criteria and requirements intended to identify, analyze, preserve and mitigate potential impacts to the County’s critical areas and to enhance and restore degraded resources such as wetlands, riparian stream corridors or habitat, where possible.

The proposed modification was reviewed by Critical areas staff and a memo was issued on April 8, 2015 with the following discussion:
The above referenced file was routed to critical areas for review. The applicant has submitted a request for a major modification to preliminary approval to alter the Public Works - Engineering off-site road improvement requirements and an extension request.

The Whatcom County Code (WCC) the expiration of a preliminary long subdivision approval may be extended under certain conditions:

- WCC 21.05.039(2)(c) "The one-year extension may be granted if, after taking into consideration technical, economic and other matters beyond the control of the applicant, the hearing examiner finds that there is reasonable justification for the granting of an extension,"; and
- WCC 21.05.039(2)(d) "In granting the one-year extension the hearing examiner shall take into consideration such changes in rules, regulations, ordinances, or development standards, or portions thereof, that have occurred since the time the original approval was granted."

My research indicates that the original application was reviewed under the 1997 Critical Areas Ordinance.

It is my understanding that the request is necessary because of changes made by Whatcom County that came to light within the past year. Because the changed conditions are not the result of actions by the applicant, Critical Areas staff is in support of granting a 1-year extension.

Any additional extensions necessary to complete conditions of preliminary long subdivision approval do not appear to be the result of changed conditions initiated by Whatcom County. Critical Areas staff would not be in support of granting additional 1-year extensions if the proposal is not consistent with the 2005 Critical Areas Ordinance, as discussed in WCC 21.05.039(2)(d).

The Technical Review Committee has determined the proposed major modification meets the requirements of WCC Chapter 16.16.

D. WCC Title 20 – Official Whatcom County Zoning Ordinance

Urban Residential (UR) District (WCC Chapter 20.20)

To promote an orderly transition from rural to urban development, the intent of this district is to encourage land uses and associated densities in designated urban growth areas, which will be complementary with future urban densities and services, while allowing reasonable transition uses of properties. Furthermore, it is the intent of this district to implement the policies of the Comprehensive Plan. In addition, it is the intent of this district to provide the opportunity for the development of building sites which will maximize the efficient use of both energy and land by allowing an option for clustering of residential lots.

The Technical Review Committee has determined that the proposed major modification will not impact density, lot sizes or design of the preliminarily approved subdivision. The proposal will meet the requirements of WCC Chapter 20.20.
Concurrency (WCC Section 20.80.212)

WCC Section 20.80.212 states that no subdivision shall be approved without a written finding that:
1. All providers of water, sewage disposal, schools, and fire protection serving the development have issued a letter that adequate capacity exists or arrangements have been made to provide adequate services for the development.

2. No county facilities will be reduced below applicable levels of service as a result of the development.

The Technical Review Committee has determined that the proposed major modification will not impact water, sewage disposal, schools and fire protection facilities. The project, as previously conditioned meets the requirements of WCC Chapter 20.80.212.

Planned Unit Development (WCC Section 20.85)

WCC 20.85.350(3) Scope of initial planned unit development approval.

(3) Major adjustments are those which, in the opinion of the zoning administrator, upon consultation with the technical committee, substantially change the basic design, density, open space or other requirements of the planned unit development. When a change constitutes a major adjustment, no building or other permit shall be issued without prior review and approval by the county council of such adjustment.

The Technical Review Committee (TRC) and zoning administrator have determined that the modifications to the preliminary approval conditions regarding off-site improvements and DIMIS are a major adjustment. Although the requested adjustment will not alter the design or density of the proposed subdivision, the adjustment will change the off-site road improvement requirements reviewed by the Hearing Examiner and approved by Council.

WCC 20.85.355(1) and (2) Initial approval time limits.

(1) The applicant shall have five years from the date of council action, except as provided in subsection (4) of this section, to submit the final application pursuant to WCC 20.85.365.

Council approved the preliminary subdivision and PUD on May 19, 2009. The approval allowed the applicant five years to obtain final subdivision and PUD approval and record the mylar. The date for recording was May 19, 2014.

On August 2, 2013, Council approved Ordinance 2013-049 which changed the dates for final subdivision approval, consistent with changes to RCW 58.17.140. Pursuant to WCC 21.05.039(1) subdivisions (and associated permits such as a PUD) that
received preliminary approval prior to December 31, 2014 were allowed seven years to reach final approval. The revised final subdivision approval timeframe, pursuant to WCC 21.05.039(1), is May 19, 2016.

In working through the construction drawing phase of the project with Public Works it became clear that the conditions of approval associated with off-site road improvements were no longer applicable. The applicant worked with Public Works to revise those conditions. Given the amount of time the applicant spent working with Public Works and the amount of work necessary to complete the proposal the applicant has also requested a one year extension to the final plat approval. If granted, the mylar must be recorded prior to May 19, 2017.

(2) An applicant who files a written request with the Whatcom County council prior to expiration of the five-year expiration period shall be granted a one-year extension upon showing that the applicant has attempted in good faith to complete the requirements necessary for submittal of final PUD approval within five years from the date of initial PUD approval.

The applicant has requested a one year extension through a letter to PDS. The applicant has been actively working with Public Works since September 2014. Working through the revised conditions and requesting the modification will likely push the construction of the infrastructure to late this summer and into next year. The applicant has requested the extension at this time to allow full construction of the project through the next construction season and final approval by May 2017. The applicant has been working with PDS and Public Works to complete the requirements of preliminary approval.

E. Whatcom County Land Division Regulations

WCC 21.05.039 Phasing, expiration and time extension for preliminary long subdivision approval.

(1) Except as provided by subsection (1)(a) of this section, a final plat shall be submitted in proper form for final plat approval within seven years of the date of preliminary plat approval if the date of preliminary plat approval is on or before December 31, 2014, and within five years of the date of preliminary plat approval if the date of preliminary plat approval is on or after January 1, 2015.

(a) A final plat shall be submitted in proper form for final plat approval within 10 years of the date of preliminary plat approval if this project is not subject to requirements adopted under Chapter 90.58 RCW and the date of preliminary plat approval is on or before December 31, 2007.

As noted above the preliminary subdivision and associated PUD will expire on May 19, 2016, consistent with WCC 21.05.039(1). The applicant has submitted a major modification to the preliminary subdivision approval and requested an extension for final subdivision approval.
(2) Extension of Time for Submittal of Final Long Subdivision. The expiration of a preliminary long subdivision approval may be extended under the following provisions:

(a) An applicant files a written request with the subdivision administrator prior to expiration of the five-year expiration period. The request shall state the specific work items, standards, and criteria which have not been completed and the reasons therefor. The request shall also indicate when the work will be completed within the requested period. The subdivision administrator shall review the request and provide a recommendation to the hearing examiner.

(b) The hearing examiner shall have authority to grant one one-year extension subsequent to the original preliminary plat approval.

(c) The one-year extension may be granted if, after taking into consideration technical, economic and other matters beyond the control of the applicant, the hearing examiner finds that there is reasonable justification for the granting of an extension.

(d) In granting the one-year extension the hearing examiner shall take into consideration such changes in rules, regulations, ordinances, or development standards, or portions thereof, that have occurred since the time the original approval was granted.

(e) The hearing examiner may condition the extension so as to require compliance with any such subsequently adopted rules, regulations, ordinances, or development standards, or portion thereof, that are deemed necessary to protect the public health, safety and welfare.

The applicant requested the extension for final subdivision approval on March 3, 2015. Pursuant to WCC 21.05.039(2) the extension request shall be granted by the Hearing Examiner. However, this subdivision has been processed concurrently with a PUD and the decision body for the entire proposal is the Council. Pursuant to WCC 20.85.331 extensions for timeframes associated with a PUD must be determined by Council. PDS is requesting Council make the final determination for the extension associated with the subdivision and the PUD.

The request for extension from the applicant discussed both the economic climate over the last several years as well as the change in Whatcom County policy as justification for the extension request. As noted in the discussion above, the applicant has been working with Public Works to revise the conditions of approval with regard to off-site road improvements which is a result of changes to the TIP and DIMIS which both are County plans and policies.

The TRC reviewed the request for modification and the extension request and determined that there have been changes in rules, regulations and development standards since the proposed subdivision and PUD was submitted in 2005.
The TRC did recognize that the applicant has been working with Public Works to revise the conditions which led to the request for additional time and determined additional requirements at this time are not warranted. It should be noted, the TRC did discuss additional or updated standards may be required if the applicant requests additional time beyond May 2017.

The TRC recommends approval of the one year extension with no additional conditions of approval, beyond the revised Public Works conditions.

WCC 21.05.110 Modifications to approved preliminary long plats.

(2) The hearing examiner or county council, whichever approved the original preliminary long plat, may approve major changes to the plat. Major changes are those that, in the opinion of the technical review committee, would adversely impact neighbors or the environment, alter the density, alter the uses, or alter the basic design of the preliminary long plat. The SEPA official shall review major changes and determine whether the original SEPA determination is still valid or a new determination required. The hearing examiner or county council shall hold a public hearing prior to issuing the decision. The appropriate city shall be notified of the request and given the opportunity to comment on major changes, if the land division is located within that city’s urban growth area.

The TRC has determined that modifying the conditions of approval to remove off-site road improvements is a major modification and requests that Council approve the request for modification. The SEPA determination has been reviewed and it has been determined the original SEPA MDNS is still valid. The TRC recommends that Council hold a public hearing and approve the requested modification. This proposal is within the Birch Bay Urban Growth Area and is not associated with a city.

F. Health Code (Title 24)

The purpose of Title 24 is to provide minimum standards to safeguard public health and welfare by regulating and controlling the activities considered in this title and any related work.

The Whatcom County Health Department (WCHD) has reviewed the proposed modification noted above in accordance with WCC 24.05 On Site Sewage System Regulations, WCC 24.11 Drinking Water Code, and WCC 21 Land Division Regulations. The applicant is proposing a subdivision utilizing water from the Point Roberts Water District and on-site sewage systems (OSS).

The Whatcom County Health Department submitted a memo dated April 7, 2015 with the following discussion:

The Whatcom County Health Department (WCHD) has reviewed the proposed major modification and has no objections. WCHD also has no objections to the extension request.
Prior to final plat approval, the applicant must provide proof that water and sewer infrastructure serving each lot has been installed, inspected, and approved by the Birch Bay Water & Sewer District.

*The Technical Review Committee has determined that the major modification meets the requirements of WCC Title 24.*

**VIII. RECOMMENDATION**

The Technical Review Committee has determined that subject to the following proposed conditions, the requested major adjustment, modification and one-year extension would comply with applicable Whatcom County and Washington State regulations.

As stated above, the Technical Review Committee recommends approval of the Long Subdivision application, subject to the following conditions *(revised conditions in italics)*:

**IX. CONDITIONS OF APPROVAL**

**Current Planning**

1. The use and location on the site shall not be amended or changed in any way without further approval of the Whatcom County Hearing Examiner.

2. *Approval of this preliminary subdivision shall become invalid unless a final plat is submitted in proper form for final plat approval on or before May 17, 2017. This expiration date may be extended pursuant to WCC 20.05.030(5).*

3. The applicant shall comply with the attached conditions of the Whatcom County Health Department’s memo of April 7, 2007 unless modified by the Health Department or appealed to the appropriate agency.

4. The playground facility shall be completed prior to Final plat approval.

5. All outside lighting shall be installed pursuant to WCC 20.80.523 to reduce impacts to adjacent residential uses and streets.

6. A maintenance agreement for the entire project will be drafted to provide for the maintenance of any areas in common ownership including the playground. This requirement shall be included in the Final CC&Rs, for all uses within the project.

7. A community identification sign shall be permitted pursuant to WCC 20.80.470 (4) Exemptions.

8. No sign shall be located closer than 10-feet to any right-of-way, per WCC 20.80.410 (1), and a building permit shall be obtained for any and all signs
installed on the site.

9. Proper inscriptions shall be placed on the face of the mylar.

10. All appropriate deed, dedications and easements will be established on the face of the plat during the final review process, and recorded on the face of the mylar.

11. Prior to final plat approval, the applicants shall provide written verification from Fire District 21 affirming that adequate fire protection services, as defined by Whatcom County, will be available.

12. The applicant shall comply with the attached conditions of the Watershed Administrator’s memo of April 8, 2008 unless modified by the Watershed Administrator or appealed to the appropriate agency.

13. A note shall be placed on the face of the plat prohibiting accessory dwelling units.

14. The applicant shall have a cultural resource assessment study done by a professional archeologist and submitted to the Lummi Indian Business Council as well as the Whatcom County SEPA official for review prior to any clearing or land disturbance.

15. Should any archaeological materials (shell midden, faunal remains, stone tools) or human remains be observed during the project activities, all work in the immediate vicinity shall stop, and the area shall be secured. The State Office of Archaeology and Historic Preservation (360-586-3065), and the Lummi Nation Tribal historic Preservation Office (360-384-2298) should be contacted immediately in order to help assess the situation and determine how to preserve the resource(s). Compliance with all applicable laws pertaining to archaeological resources is required.

16. The applicant shall contact the Washington State Department of Natural Resources to determine if a Forest Practices Application is required prior to any land clearing.

17. The following cluster subdivision notes shall be included on the face of the plat:

This 23-lot long (22-cluster lots and 1-reserve lot) plat, Lincoln Road Cluster Plat has been approved as a cluster long subdivision. All lots within this plat are subject to the development and use standards of the Urban Residential (UR4) District, pursuant to WCC 20.20. The following notes shall be considered a deed restriction and shall constitute a binding agreement between Whatcom County and all present and future owners of record. Said notes shall be included within all deeds and contracts of conveyance and may only be amended by mutual agreement between said parties pursuant to the zoning in effect at the time.
The currently permitted density shall be achieved with one single-family dwelling on each of lots 1 through 22. Lots 1-22 are not eligible to apply for accessory dwelling units (ADU).

The wetland/upland/reserve area has been designated as a reserve tract and is subject to the following restrictions:

a) Based on density calculations for the 19.73-acre parent parcel located in the Urban Residential (UR4) zone, there are 56 densities remaining that are assigned to the Reserve Tract for future development. The reserve tract shall not be reduced below 20% of the parent 19.73-acre parcel.

b) The reserve tract shall not be further subdivided in any manner except as may be provided by WCC 20.20.320.

c) The reserve tract may be retained by the subdivider, conveyed to the residents of this long plat or conveyed to a third party.

d) This project shall be subject to the right to farm disclosure policy contained in Whatcom County Code Title 14.

e) Accessory Dwelling Units are prohibited on the reserve tract.

f) A small portion of the reserve tract will be developed with a playground (tot lot) and will be maintained by the homeowners association and benefit all lot owners.

18. The applicants shall provide a 20-foot wide landscape buffer along the south side of Lincoln Road with suitable plant materials to provide an all season vegetative barrier between Lincoln Road and development. This buffer shall be designed in accordance with WCC20.80.345, and approved by the Zoning Administrator, prior to any development on the subject site.

19. All required vegetative buffering shall be installed per the approved plan, or bonded for 125% of the cost of labor and installation for planting and irrigation prior to submittal of a final plat application.

Critical Areas

20. An herbaceous component should be included in the planting design for both wetland and mitigation areas. This should include a seed mix comprised of native indigenous species, containerized plantings at five-foot spacing, or a combination.

21. The pre-existing, or baseline, hydrological regime for the area proposed for wetland creation must be described in the mitigation plan. Data should be provided that shows depth to groundwater over a yearly cycle in order to determine hydrology.

22. The preliminary mitigation plan states that additional water from development runoff may enhance hydrology in created wetlands (p.11). Elsewhere in the
plan it states that all runoff from proposed developments will be directed to an approved stormwater drainage system in order to protect wetlands from contaminated runoff from lawns and streets (p.14). Any discrepancies must be reconciled in the final mitigation plan. Any discharge of stormwater to wetlands must meet the applicable standards in the DOE stormwater manual.

23. In the “Soils” section the preliminary mitigation plan mentions that soil excavated from the area proposed for wetland creation will be placed outside of critical areas. (p.11) The final mitigation plan must specifically address topsoil preservation and replacement. Only subsoil may be permanently removed from the excavation area. Topsoil must be sorted, preserved and replaced after the grade has been lowered. The final grade elevation must elevation must take the re-spreading of topsoil into consideration.

24. In the “Landscape” section the preliminary mitigation plan mentions planting woody species on 10 foot centers. Ten to twelve foot centers are a general standard for tree species, while shrubs should be planted on five-foot centers. This section must include an herbaceous component as specified above.

25. The final mitigation plan should include a more detailed description of how hydrology will be monitored in the wetland creation area (groundwater wells, staff gages, soil moisture, etc).

26. A ‘maintenance and monitoring’ contract must be developed for a minimum of a five-year period.

27. Prior to road construction a surety of savings of 125% of the estimated cost of mitigation must be established before construction of the road or other infrastructure occurs. Estimated costs must include: grading, plants, materials (fencing, mulch, and signs), labor, as-built report, five years of maintenance, and five years of monitoring. Note: The estimate provided in the preliminary mitigation plan does not include an amount for the grading involved in the wetland creation.

28. Protective measures that meet the requirements of WCC16.16.265 must be in place: Signage, fencing, notice on title, and protective easement or placed in a separate tract.

29. Prior to road construction mitigation should be installed before any construction of the long plat road or other infrastructure begins. Exceptions may be approved only to meet seasonal requirements for mitigation installation.

**Building Services**

30. A building permit is required at the initial site development stage of the project for any proposed nonexempt structures or buildings. See the 2003
International Building Code (IBC), Section 105.2., regarding nonexempt structures.

31. When applicable, development stages that include the construction of multi-family and mixed occupancy (commercial) projects shall require the applicant to apply to the Building Official for a pre-application screening prior to building permit application submittal. A pre-application meeting may be required at the discretion of the Building Official.

32. A Washington State Professional Engineer may be required to engineer applicable portions of any proposed nonexempt structures or buildings.

33. The proposal shall comply with all applicable codes and ordinances adopted by Whatcom County.

34. Nonexempt structures may include fences, retaining walls, concrete vaults and other poured-in-place concrete structures, some retention/detention structures, bridges.

35. Proof of public sewer availability from the Birch Bay Water and Sewer District to serve the entire project is required prior to preliminary approval.

36. Proof of public water availability from the Birch Bay Water and Sewer District to serve the entire project is required prior to preliminary approval.

37. The applicant shall have a cultural resource assessment study done by a professional archeologist and submitted to the Lummi Indian Business Council as well as the Whatcom County SEPA official for review prior to any clearing or land disturbance.

38. Should any archaeological materials (shell midden, faunal remains, stone tools) or human remains be observed during the project activities, all work in the immediate vicinity shall stop, and the area shall be secured. The State Office of Archaeology and Historic Preservation (360-586-3065), and the Lummi Nation Tribal historic Preservation Office (360-384-2298) should be contacted immediately in order to help assess the situation and determine how to preserve the resource(s). Compliance with all applicable laws pertaining to archaeological resources is required.

Watersheds

39. A TESC plan shall be reviewed and approved by the Watersheds Staff prior to beginning any clearing activity. ESC measures shall be inspected when installed. Depending on the site this inspection may occur prior to, during, or after land disturbance. Call Watersheds staff to arrange inspection. Details for submittal are found in the Whatcom County Development Standards Chapters 2 and 3.
40. An ESC preconstruction meeting is required with representatives of Whatcom County PDS, Whatcom County Engineering, the Project Engineer, and Contractor in attendance.

41. The TESC Site Plan is required to be prepared by a Professional Civil Engineer, licensed in the State of Washington.

42. A WA DOE NPDES Stormwater General Permit may be required (for cumulative land disturbance one acre or greater). Contact Department of Ecology at 360.738.6250 for more info.

43. The applicant shall include a TESC BMP Maintenance Plan. BMPs shall be inspected and reinstalled, if necessary, after each phase of construction. The BMP maintenance plan shall include each anticipated inspection and the position title of the staff responsible for performing the maintenance. The TESC Maintenance Plan is required be prepared by a Professional Civil Engineer, licensed in the State of Washington.

44. In order to protect surface waters and stormwater conveyance systems all streets shall be kept free of sediment for the duration of construction including subsequent development of individual lots. Street sweeping shall be conducted on a regularly scheduled basis. A narrative describing the equipment, the disposal of sediment, and frequency of sweeping shall be submitted prior to final plat approval. The Street Sweeping Plan is required to be prepared by a Professional Civil Engineer, licensed in the State of Washington.

45. Provide a narrative describing, in detail, measures planned to ensure capacity of the pond during the wet season. These may include but are not limited to: pumping turbid water to a truck and removing it from the site to another approved site, pumping turbid water to an approved dispersion/infiltration system on or off site. The name, contact info, and contract for pumping services contractor shall be on file with the technical administrator. The Pumping Plan is required to be prepared by a Professional Civil Engineer, licensed in the State of Washington.

46. Treatment shall be required for all pollution-generating impervious surfaces (PGIS) per the standards located in Section 6 of the Stormwater Special District Standards. No clearing activity shall occur until drainage plan is reviewed and approved by Watersheds staff.

47. The following Plat Note shall apply:

**DRAYTON HARBOR STORMWATER SPECIAL DISTRICT AND WATER RESOURCE SPECIAL MANAGEMENT AREA NOTE:**

THE LOTS WITHIN THIS PLAT ARE LOCATED IN AN AREA DESIGNATED AS A STORMWATER SPECIAL DISTRICT AREA AND WATER RESOURCE SPECIAL MANAGEMENT AREA. ANY DEVELOPMENT OF SAID LOTS SHALL BE SUBJECT TO THOSE REGULATIONS PURSUANT TO WCC 20.80.636 AND WCC 20.80.735.
Public Works – Engineering Division

48. The applicant shall comply with the conditions of the Whatcom County Engineering Division in the memo dated January 6, 2015 unless modified by the Engineering Division or appealed to the appropriate agency.

49. All development shall comply with vested Whatcom County Development Standards (WCDS) to the extent that any given vested WCDS provision constitutes a “land use regulation” (i.e., one that exerts a restraining or directing influence over land use), otherwise the effective or current WCDS shall apply.

50. Sight distances at all development parcel access locations onto Lincoln Road, and at the Blaine Road and Lincoln Road intersection, shall meet vested WCDS Section 505.H.

51. For plat roads, Applicant shall:

a. Center roadways within a minimum 50-foot wide public road right-of-way, and

b. Construct the main interior road to the vested WCDS Urban Local Access standard per WCDS Chapter 5 Table 2 and WCDS Drawing 505.C-1, and

c. Construct cul-de-sacs to the vested WCDS Urban Minor Access standard per WCDS Drawing 505.L-1, and

d. Dedicate roadways and public road rights-of-way to Whatcom County.

52. Applicant shall place a “Prohibited Vehicle Access” note on the final plat map for all development-created lots that abut the Lincoln Road right-of-way.

53. Applicant shall install signage and striping per current MUTCD standards to all Applicant-newly constructed and improved roads.

54. Applicant shall possess a County-issued Revocable Encroachment Permit (ENC) prior to performing any “work” (per current Whatcom County Code (WCC) 12.16.010 definition) within any County public road right-of-way per current WCC 12.16.

55. Applicant shall submit to the County Public Works Department Engineering Services Development group (PWD-ES/D) for PWD-ES/D review and approval a Traffic Impact Analysis Report (TIAR) per current WCDS. The TIAR shall analyze and determine the project’s traffic impact of the forecasted 2015 traffic volumes at the Birch Bay-Lynden Road and Blaine Road intersection, and at the Birch Bay-Lynden Road and Portal Way intersection, and propose the project’s
proportionate monetary contribution share accordingly to the County’s construction costs (either actual or currently estimated) of the improvements to each intersection. Applicant shall also submit a copy of the TIAR to the Washington State Department of Transportation (WSDOT) for their comments as well. Based on the County-approved TIAR, which will consider WSDOT comments received, Applicant shall enter into a Voluntary Traffic Mitigation Agreement with the County to fulfill Applicant’s monetary contribution requirements.

56. Applicant shall submit to PWD-ES/D for PWD-ES/D review and approval either a Stormwater Design Report per current WCDS Section 215 or a Stormwater Site Plan per the 2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington. Applicant shall, however, base stormwater management BMP selection and design on vested WCDS.

57. Applicant shall provide for maintenance of private stormwater system per current WCDS Section 220. Applicant shall establish a fund for the first two years of the stormwater system performance verification and maintenance. Applicant shall include a Stormwater Maintenance Plan in the CC&Rs for the project.

58. Applicant shall show on the final plat map all easements and any physical appurtenances (such as fences or structures that might indicate encroachment, lines of possession, or conflict of title) per current Washington Administrative Code (WAC) 332-130-050(1)(b).

59. Applicant shall submit to PWD-ES/D a map of the lots at 1”=400’ scale for County road naming and address assignment purposes. Applicant may submit to PWD-ES/D for PWD-ES/D review and approval plat road name proposals per current WCC 12.60.070. Applicant shall pay current lot addressing fees prior to recording.

60. A Washington State licensed civil engineer shall prepare and submit to PWD-ES/D for PWD-ES/D review and approval all road, stormwater facilities, and grading drawings. Applicant shall not perform any work that these drawings depict prior to participating in a formal Preconstruction Meeting with County Engineering staff.

61. Applicant shall submit to PWD-ES/D for PWD-ES/D review and approval certified as-built surveys and record drawings per current WCDS Sections 217.1 and 507.D, respectively.

62. Prior to County’s acceptance of the new subdivision road (interior plat road) into the County Road System for public maintenance, the Applicant shall post a Warranty Security per current WCDS Section 509.
63. *Developer shall provide a plat layout to the United States Postal Service (USPS) to obtain USPS-approved mailbox location(s). The location and use of mailboxes shall not interfere with County road traffic per current WCDS.*

Report prepared for the Technical Review Committee by:

Amy Keenan, AICP
Senior Planner
MEMORANDUM

From: Joe Rutan, County Engineer/Assistant Director
      Sandy Petersen, Development Manager

To: Amy Keenan, PDS Senior Planner

Date: January 6, 2015

Subject: Lincoln Road Subdivision/PUD Creation Project
         LSS2005-00012/PUD2005-00007
         Engineering Conditions of Approval (Revision No 2)

Reference: (a) November 16, 2006 Mary White Engineering Conditions of Approval Memorandum to Marilyn Bentley (same subject)

Enclosures: (1) November 25, 2014 County Executive Executive Declaration regarding revisions to Development Impact Mitigation Identification System (DIMIS)

            (2) DIMIS V3 Work Sheet for subject project

BACKGROUND:

1. Reference (a) Engineering Conditions of Approval Memorandum Condition Nos 3 and 4 both reflected the County Council-approved 6 Year Transportation Improvement Program (6YTP) expectation, at that time, that a County-funded project to improve the segment of the Lincoln Road roadway between Blaine Road and Harborview Road would occur closely coincident with subject proposed development construction. Due to various factors, this project is no longer on the County Council-approved 6YTP, which therefore necessitates revisions to those two Conditions accordingly.

2. On November 25, 2014, the County Executive issued a declaration (please see Enclosure (1) Executive Declaration) that revised the basis for determining deficiencies on existing County maintained rural roads as part of the County’s Development Impact Mitigation Identification System (DIMIS). For the purpose of this Memorandum, I will refer to this approved update to DIMIS as “DIMIS V3”.

3. On December 15, 2014, the Developer’s agent submitted to the County a formal request, as enabled by Enclosure (1) Executive Declaration paragraph no 2, to re-evaluate subject project’s off-site road improvement requirements using DIMIS V3.
In processing that request I have determined that subject project satisfies Enclosure (1) Executive Declaration paragraph no 2 prerequisites for County re-evaluation.

4. In applying DIMIS V3 to subject project (please see Enclosure (2) Work Sheet), no off-site road mitigation to Lincoln Road is legally imposable. Therefore, reference (a) Memorandum Condition Nos 3 and 4 no longer apply, either as physical work, or as monetary contributions in lieu of physical work.

5. Additionally, after reviewing reference (a) Memorandum overall, I have also determined that other condition clarifications are necessary. As a result, my revised Conditions of Approval in total follow below.

REVISED CONDITIONS:
In view of paragraph nos 1 – 5 above, using the following definitions of:

"Vested": As of August 30, 2005, which is subject proposed project’s land use regulations vesting date, and

"Effective": As of May 6, 2009, which is subject proposed project’s Preliminary Plat approval date, and

"Current": Corresponding to the submission date of a document or a permit application,

I now hereby recommend the following revised conditions of, and prerequisites to, project approval, which effectively supersede reference (a) Memorandum in its entirety:

C1. All development shall comply with vested Whatcom County Development Standards (WCDS) to the extent that any given vested WCDS provision constitutes a “land use regulation” (i.e., one that exerts a restraining or directing influence over land use), otherwise the effective or current WCDS shall apply.

C2. Sight distances at all development parcel access locations onto Lincoln Road, and at the Blaine Road and Lincoln Road intersection, shall meet vested WCDS Section 505.H.

C3. For plat roads, Applicant shall:

a. Center roadways within a minimum 50-foot wide public road right-of-way, and

b. Construct the main interior road to the vested WCDS Urban Local Access standard per WCDS Chapter 5 Table 2 and WCDS Drawing 505.C-1, and
c. Construct cul-de-sacs to the vested WCDS Urban Minor Access standard per WCDS Drawing 505.L-1, and

d. Dedicate roadways and public road rights-of-way to Whatcom County.

C4. Applicant shall place a "Prohibited Vehicle Access" note on the final plat map for all development-created lots that abut the Lincoln Road right-of-way.

C5. Applicant shall install signage and striping per current MUTCD standards to all Applicant-newly constructed and improved roads.

C6. Applicant shall possess a County-issued Revocable Encroachment Permit (ENC) prior to performing any "work" (per current Whatcom County Code (WCC) 12.16.010 definition) within any County public road right-of-way per current WCC 12.16.

C7. Applicant shall submit to the County Public Works Department Engineering Services Development group (PWD-ES/D) for PWD-ES/D review and approval a Traffic Impact Analysis Report (TIAR) per current WCDS. The TIAR shall analyze and determine the project’s traffic impact of the forecasted 2015 traffic volumes at the Birch Bay-Lynden Road and Blaine Road intersection, and at the Birch Bay-Lynden Road and Portal Way intersection, and propose the project’s proportionate monetary contribution share accordingly to the County’s construction costs (either actual or currently estimated) of the improvements to each intersection. Applicant shall also submit a copy of the TIAR to the Washington State Department of Transportation (WSDOT) for their comments as well. Based on the County-approved TIAR, which will consider WSDOT comments received, Applicant shall enter into a Voluntary Traffic Mitigation Agreement with the County to fulfill Applicant’s monetary contribution requirements.

C8. Applicant shall submit to PWD-ES/D for PWD-ES/D review and approval either a Stormwater Design Report per current WCDS Section 215 or a Stormwater Site Plan per the 2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington. Applicant shall, however, base stormwater management BMP selection and design on vested WCDS.

C9. Applicant shall provide for maintenance of private stormwater system per current WCDS Section 220. Applicant shall establish a fund for the first two years of the stormwater system performance verification and maintenance. Applicant shall include a Stormwater Maintenance Plan in the CC&Rs for the project.

C10. Applicant shall show on the final plat map all easements and any physical appurtenances (such as fences or structures that might indicate
encroachment, lines of possession, or conflict of title) per current Washington Administrative Code (WAC) 332-130-050(1)(b).

C11. Applicant shall submit to PWD-ES/D a map of the lots at 1"=400' scale for County road naming and address assignment purposes. Applicant may submit to PWD-ES/D for PWD-ES/D review and approval plat road name proposals per current WCC 12.60.070. Applicant shall pay current lot addressing fees prior to recording.

C12. A Washington State licensed civil engineer shall prepare and submit to PWD-ES/D for PWD-ES/D review and approval all road, stormwater facilities, and grading drawings. Applicant shall not perform any work that these drawings depict prior to participating in a formal Preconstruction Meeting with County Engineering staff.

C13. Applicant shall submit to PWD-ES/D for PWD-ES/D review and approval certified as-built surveys and record drawings per current WCDS Sections 217.I and 507.D, respectively.

C14. Prior to County’s acceptance of the new subdivision road (interior plat road) into the County Road System for public maintenance, the Applicant shall post a Warranty Security per current WCDS Section 509.

C15. Developer shall provide a plat layout to the United States Postal Service (USPS) to obtain USPS-approved mailbox location(s). The location and use of mailboxes shall not interfere with County road traffic per current WCDS.

I also request that the Developer voluntarily dedicate an additional 15 feet of public road right-of-way along the parent parcel’s entire northern boundary.

If you have any questions or concerns, please call me at extension 50627. Thank you.
Lincoln Road Subdivision/PUD Creation Project
LSS2005-00012/PUD2005-00007

Lincoln Road Mitigation Requirements Determination Work Sheet using DIMIS V3

<table>
<thead>
<tr>
<th>Evaluation Elements</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lincoln Road total length from subdivision access point’s western edge to Blaine Road western edge of pavement:</td>
<td>~1290 ft</td>
</tr>
<tr>
<td>Lincoln Road total traveled way width(s)/corresponding segment length(s) from subdivision access point’s western edge to Blaine Road western edge of pavement:</td>
<td>16 to 18 ft / ~1290 ft</td>
</tr>
<tr>
<td>Lincoln Road total traveled way surfacing material/corresponding segment length(s) from subdivision access point’s western edge to Blaine Road western edge of pavement:</td>
<td>BST / ~1290 ft</td>
</tr>
<tr>
<td>Lincoln Road north side shoulder width(s)/corresponding segment length(s) from subdivision access point’s western edge to Blaine Road western edge of pavement:</td>
<td>~1 ft / ~1290 ft</td>
</tr>
<tr>
<td>Lincoln Road north side shoulder surfacing material/corresponding segment length(s) from subdivision access point’s western edge to Blaine Road western edge of pavement:</td>
<td>Gravel / ~1290 ft</td>
</tr>
<tr>
<td>Lincoln Road south side shoulder width(s)/corresponding segment length(s) from subdivision access point’s western edge to Blaine Road western edge of pavement*:</td>
<td>~1 ft / ~1290 ft</td>
</tr>
<tr>
<td>Lincoln Road south side shoulder surfacing material/corresponding segment length(s) from subdivision access point’s western edge to Blaine Road western edge of pavement:</td>
<td>Gravel / ~1290 ft</td>
</tr>
<tr>
<td>Lincoln Road half-width right-of-way diminution abutting parent parcel</td>
<td>20 ft</td>
</tr>
<tr>
<td>Latest Lincoln Road actual ADT count (ADTE) and year counted:</td>
<td>86 / 2010</td>
</tr>
<tr>
<td>Project-generated ADT (ADTP) = number of developable lots X 10:</td>
<td>220</td>
</tr>
</tbody>
</table>

Analysis:
- Per DIMIS V3 Development Created and/or Worsened Deficiencies Determination Reference Table for Existing Public Rural Roads, for ≤ 400 ADTE, the minimum traveled way width must be 16 ft and the minimum shoulder width must be 0 ft, OR the minimum roadway width must be 16 ft. If not, then a pre-existing deficiency exists by definition.
- Based on the above elements and corresponding values, Lincoln Road is not currently deficient for ADTE. Therefore, subject project will NOT worsen any pre-existing deficiencies that the Developer must mitigate.
- ADTE + ADTP = 306, which is less than 400.
- Based on the above elements and corresponding values, subject project will NOT create any new deficiencies either.
- The County may NOT require any mitigation.

Filed: co.wa.us\Root\DeptShare\EN\DEVELOPMENT\Projects\Subdivisions (LSSx)\Lincoln Road PUD (LSS2005-00012 & PUD2015-00007)\Lincoln Road Mitigation Determination Work Sheet (Final Original).docx

280
November 25, 2014

EXECUTIVE DECLARATION

SUBJECT: Whatcom County Development Standards
Chapter 5 – Road Standards

I, Jack Louws, in my capacity as the Whatcom County Executive, in response to the October 30, 2014
Whatcom County Development Standards (WCDS) Technical Advisory Committee (TAC)
Chairperson’s Memorandum of Recommendations (copy attached), hereby declare the following:

1. In keeping with the existing WCDS 506 provisions that state, in part, that:

   "...Developers are responsible to mitigate the direct impacts of their developments", and

   "All development(s) that will adversely affect the level of service (LOS), safety, or
   operational efficiency of the Whatcom County public road system, may be required to
   mitigate said impact",

Public Works Department staff shall continue to apply its Development Impact Mitigation
Identification System (DIMIS) to all developments, preserving all its foundational elements
and principles, which are:

a. Before the County may condition a land-use permit, it must identify a public
   problem or problems that the condition is designed to address, and

b. The County must show that the development for which a permit is sought will
   create or exacerbate the identified public problem, and

c. The County must show that its proposed condition or exaction tends to solve, or
   at least to alleviate, the identified public problem, and

d. The County must show that its proposed solution to the identified public
   problem is roughly proportional to that part of the problem that is created or
   exacerbated by the landowner’s development,

but shall use the enclosed TAC-approved Development Created and/or Worsened
Deficiencies Determination Reference Table (Revised October 31, 2014) for existing public
rural roads instead of WCDS Table No 1 and Table No 2 to determine the existence of a
deficiency.

Office 360 676 6717    Fax 360 676 6775    TDD 711
2. Developers whose developments were evaluated under any previous DIMIS methodology, and where the start of physical mitigation activity or the payment of funds in lieu of physical mitigation pends, may request that County Public Works Department staff re-evaluate their mitigation requirements using this methodology described in paragraph no 1 above, provided also that the results of any re-evaluation will now categorically apply to the development.

This declaration is effective this 25th day of November, 2014.

Jack Louws, County Executive

Enclosures:
(1) October 30, 2014 Whatcom County Development Standards Technical Advisory Committee Chairperson Memorandum
(2) Development Created and/or Worsened Deficiencies Determination Reference Table for Existing Public Rural Roads (revised October 31, 2014)
MEMORANDUM

FROM: Michael Matthes, PE, Whatcom County Development Standards Technical Advisory Committee Chairperson

TO: The Honorable Jack Louws, Whatcom County Executive

DATE: October 30, 2014

SUBJECT: Proposed Revisions To Development Impact Mitigation Identification System (DIMIS)

On behalf of the Whatcom County Development Standards Technical Advisory Committee (TAC), I am pleased to present to you the following information and recommendations regarding Whatcom County's Development Impact Mitigation Identification System (DIMIS):

WHEREAS, current Whatcom County Code (WCC) provisions for proposed subdivision, short subdivision, and binding site plan establishment projects all require automatic public road frontage improvements, and

WHEREAS, County Public Works Department staff research, as endorsed by both County and Municipal Research and Services Center of Washington (MRSC) legal staff, reveals that said WCC frontage improvement provisions are inconsistent with Washington state and case law, and

WHEREAS, despite said legal inconsistency, said frontage improvement provisions nevertheless express the legislative intent that developers must mitigate their development's impacts to County public roads, and

WHEREAS, current Whatcom County Development Standards (WCDS) Section 506 generally requires all developers to mitigate the impacts of their respective developments, and

WHEREAS, current WCDS Section 506 requires that developers submit for County review and approval Traffic Impact Analysis (TIA) reports for certain, but not all, developments, and

WHEREAS, County Public Works Department staff use said TIA reports, to determine, but not exclusively, development impact mitigation requirements, and

WHEREAS, in keeping with said expressed legislative intent and WCDS provisions that developers must mitigate the impacts of their respective developments, and as a supplement to, or independent of, any otherwise County-required TIA report, County Public Works Department staff currently identify development impact mitigation
requirements using an internally created Development Impact Mitigation Identification System (DIMIS) that is consistent with Washington state and case law, and

WHEREAS, the current version, as well as all previous versions, of DIMIS use the current WCC, WCDS, and County Council-adopted Level of Service standards to establish the condition that should actually exist for public deficiency determination purposes, and

WHEREAS, the TAC understands that several members of the Development Community registered complaints to the County Executive regarding numerous aspects of DIMIS in its current incarnation, and

WHEREAS, in response to said complaints, and after hearing a DIMIS briefing on October 24, 2013, the County Executive tasked the TAC to explore various options and opportunities regarding development impact mitigation in general, and

WHEREAS, County Public Works Department staff member Sandy Petersen’s October 25, 2014 10:44 am email summarizes said County Executive tasking, and

WHEREAS, said County Executive tasking did not prescribe a specific solution or methodology to pursue, but rather empowered the TAC with the flexibility to explore any and all ideas that evolved based on brain storming for viable options, and

WHEREAS, the TAC subsequently identified and evaluated 9 options as follows:

- Establish separate standards criteria for new roads and for existing roads,
- Establish the same, but less than current WCDS, standards criteria for new roads and for existing roads,
- Establish a DIMIS applicability exemption threshold for development that generates less than a certain traffic loading factor,
- Use Traffic Impact Fees (TIFs), or some other similar legal process based on estimated deficiency correction costs in a defined service area(s), to compensate for development impacts,
- Create a new Whatcom County Unified Fee Schedule (UFS) rate (e.g., $NN per square foot of road and/or shoulder widening) that staff would charge a development proponent based on the DIMIS output results for the particular development, if the County could offer the development proponent that option in lieu of actual physical mitigation work,
- Establish a different systematic way of determining rough proportionality for DIMIS purposes,
- Establish a different definition of deficiency for DIMIS purposes,
- County Council abandons altogether the current universal requirement that all developers must mitigate development impacts,
- County Council revises the current universal requirement that all developers must mitigate development impacts to only large developments (with the definition of "large" to be determined), and
WHEREAS, the TAC determined that numerous factors related to, and intertwined with, many of said options would preclude their respective implementation, and that these factors related to Growth Management Act compliance, equity for parcels that fronted public roads or by other means, legal compliance with RCW 82.02.020, and the overall time frame to implement a new system, and

WHEREAS, after discussing all said options, the TAC ultimately decided to establish separate criteria for existing roads for public deficiency determination purposes, and

WHEREAS, the TAC, with Public Works Department staff support, met over the span of several months to formulate said criteria in draft form, and

WHEREAS, on August 3, 2014 County Public Works Department staff circulated said draft criteria to, and solicited written comments about said draft criteria from, members of the development community, and

WHEREAS, on August 7, 2014, after advertising same on August 3, 2014, County Public Works Department staff publicly presented said draft criteria to, and answered questions from, several development community members, and invited those present to submit written comments to the TAC by August 14, 2014, or to attend a TAC-hosted public forum on August 21, 2014 to offer verbal comments, and

WHEREAS, in response to a request by the Building Industry Association of Whatcom County (BIAWC), on August 14, 2014 County Public Works Department staff presented said draft criteria to several BIAWC members, and invited those present to submit written comments to the TAC by the end of the day, or to attend a TAC-hosted public forum on August 21, 2014 to offer verbal comments, and

WHEREAS, on August 21, 2014 the TAC met in session with several members of the development community, who offered comments for TAC consideration, and

WHEREAS, after due deliberations of all comments received, on August 21, 2014 the TAC unanimously finalized the separate criteria for existing roads for public deficiency determination purposes;

THEREFORE, the TAC respectfully recommends that the County Executive take the following five actions sooner:

1. First and foremost, recommend to the County Council that they implement TIFs at the earliest opportunity as the exclusive supplemental development traffic impact mitigation methodology to any County-approved TIA report-identified mitigation actions.

2. Pending the implementation of TIFs as noted above, formally affirm that County Public Works Department staff shall continue to apply DIMIS to all developments, preserving all its foundational elements and principles, but shall use the August 21, 2014 TAC- approved Development Created and/or Worsened Deficiencies Determination Reference Table (enclosed here) for existing public rural roads instead of WCDS Table No 1 and Table No 2. Please note that a developer (or a developer's agent) could use, with minimal Public Works Department staff assistance regarding existing ADT counts, the aforementioned Deficiencies Determination Reference Table to readily determine whether a proposed development will create a new, and/or worsen, a public deficiency.
on a public rural road that the developer would need to mitigate. The Table would also inform a developer whether any mitigation is even necessary at all.

3. Direct revisions to WCDS 506 for your subsequent consideration and approval that fully explain development impact mitigation principles, the legal criteria that need to be met in order to require a developer to mitigate their impacts, and the incorporation of the Deficiencies Determination Reference Table, however the latter should not preclude the use of the Deficiencies Determination Reference Table at this time.

4. Proclaim, coincident with paragraph no. 2-recommended affirmation, that developers whose developments were evaluated under a previous development impact mitigation methodology, and where the start of physical mitigation activity or the payment of funds if lieu of physical mitigation pends, may request that County Public Works Department staff re-evaluate their mitigation requirements using this methodology described in paragraph no. 2 above, provided also that the results of any re-evaluation will now categorically apply to the development.

5. Direct appropriate County staff to prepare draft revisions to WCC that eliminates all references to automatic frontage improvements, and that memorializes the legislative intent that all developers must mitigate the impacts of their respective developments.

If you have any questions or comments please feel free to contact me.

Michael Matthes, PE
TAC Chairperson
360.733.6100

Attachments:
Development Created and/or Worsened Deficiencies Determination Reference Table for existing public rural roads

Proposed wording for the Executive Declaration
# Development Created and/or Worsened Deficiencies Determination Reference Table

**Existing Public Rural Roads**  
(Revised: October 31, 2014)

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<th>EVALUATION CRITERIA</th>
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<td>Project(1)</td>
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<table>
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<th>ROAD REQUIREMENTS</th>
<th>Width(2), min, ft</th>
<th>Material</th>
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<td>Traveled Way, Total</td>
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<td>Roadway Width(2,3), ft</td>
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(1) If development will generate > 400 ADT, developer shall submit a Traffic Impact Analysis Report per WCDS 506.

(2) For EXISTING ROADS, value listed is nominal dimension. To satisfy nominal value, actual field measurement must not be less than 6" of nominal value in any location along a "road segment" (i.e., it lies between nearest two other public (County or State) road intersections, or a dead end road to nearest public road, and/or where cross sectional geometry changes by more than 1 ft, or surface material changes). For example, an existing County public road with traveled ways that measure 17' 4" wide in spots along a road segment does not qualify as 18' nominal for that segment.

(3) Value listed is total minimum traveled way + shoulder(s) widths.

---

*Filed: C:\Users\smldnr\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\81WF7MBR\Development Created and-or Worsened Deficiencies Determination Reference Table - Existing Public Rural Roads (Final).docx*
Memorandum

TO: Amy Keenan, AICP
FROM: Will Anderson, Fire Inspector III
DATE: April 3, 2015
SUBJECT: Revision for LSS2005-00012

The Whatcom County Fire Marshal’s Office has reviewed the above permit application and we have no additional comments or conditions.

The proposal shall comply with all applicable codes and ordinances adopted by Whatcom County. Any overlooked hazardous condition and/or violation of applicable code does not imply approval of such condition or violation.

Will Anderson
Fire Inspector III/CFI
Whatcom County Fire Marshal’s Office
5280 Northwest Drive
Bellingham, WA 98226
(360)676-6907
wanderso@co.whatcom.wa.us
Memorandum

TO: Amy Keenan, Current Planning

FROM: Joshua Fleischmann, Critical Areas

DATE: April 8, 2015

SUBJECT: Lincoln Road - LSS2005-00012

The above referenced file was routed to critical areas for review. The applicant has submitted a request for a major modification to preliminary approval to alter the Public Works - Engineering off-site road improvement requirements and an extension request.

The Whatcom County Code (WCC) the expiration of a preliminary long subdivision approval may be extended under certain conditions:

- WCC 21.05.039(2)(c) "The one-year extension may be granted if, after taking into consideration technical, economic and other matters beyond the control of the applicant, the hearing examiner finds that there is reasonable justification for the granting of an extension,"; and

- WCC 21.05.039(2)(d) "In granting the one-year extension the hearing examiner shall take into consideration such changes in rules, regulations, ordinances, or development standards, or portions thereof, that have occurred since the time the original approval was granted."

My research indicates that the original application was reviewed under the 1997 Critical Areas Ordinance.

It is my understanding that the request is necessary because of changes made by Whatcom County that came to light within the past year. Because the changed conditions are not the result of actions by the applicant, Critical Areas staff is in support of granting a 1-year extension.

Any additional extensions necessary to complete conditions of preliminary long subdivision approval do not appear to be the result of changed conditions initiated by Whatcom County. Critical Areas staff would not be in support of granting additional 1-year extensions if the proposal is not consistent with the 2005 Critical Areas Ordinance, as discussed in WCC 21.05.039(2)(d).
Memorandum

TO: Amy Keenan  
Planning & Development Services

FROM: Mike Kim  
Environmental Health

SUBJECT: LSS2005-00012  
Lincoln Road – Major Modification  
APN 400119436436

DATE: April 7, 2015

The Whatcom County Health Department (WCHD) has reviewed the proposed major modification and has no objections. WCHD also has no objections to the extension request.

Prior to final plat approval, the applicant must provide proof that water and sewer infrastructure serving each lot has been installed, inspected, and approved by the Birch Bay Water & Sewer District.
March 3, 2015

ATTN: Amy Keenan, AICP
Whatcom County Planning and Development Services
5280 Northwest Drive
Bellingham, Washington
98226


This purpose of this letter is to request an extension of time for the above referenced project, pursuant to the criteria established in Whatcom County Code Title 21.05.

It is our understanding that the approved Preliminary Plat and PUD application will expire on May 19, 2016. At this point the applicant would have only one building season in which to complete all the infrastructure for the project before the expiration date. We respectfully request a one year extension of time in order to complete the infrastructure and record the subdivision map.

This extension request is required due to the poor economic climate over the past several years, as well as changes in Whatcom County rules and regulations related to land subdivisions.

Since the plat was approved in 2009, the property owner has not been in a position to secure financing for the project due to significant banking regulation changes. He has recently been successful in securing the necessary finances to move the project forward.

The specific work items which have not been completed include the onsite and offsite infrastructure improvements. We have been working closely with the County and Birch Bay Water and Sewer District to determine the exact scope and nature of the necessary improvements. Once the nature and extent of the improvements are known, we will proceed immediately and diligently to get the necessary civil engineering and land surveying plans prepared and submitted to the appropriate agencies.

As you know, Whatcom County has recently developed new criteria for evaluating the transportation mitigation requirements associated with land development projects, (DIMIS) and the newly released criteria will be applied to the above referenced project. In conjunction with this request, we are also submitting an application for an alteration to the conditions of approval for LSS 2005-00012 / PUD 2005-00007 related to the DIMIS revisions. It is our understanding the nature and scope of the revised conditions of approval will apply solely to the specific mitigation measures addressed by the new DIMIS criteria.
We expect that the revised conditions of approval for the plat will be issued by the Hearing Examiner within the next few months. However, once the conditions of approval are re-issued, we are not confident that we will have enough time to prepare and process the infrastructure improvement plans and related items within a timeframe that will allow construction to commence and be completed before the end of the 2015 building season.

We are also working with the Birch Bay Water and Sewer District to determine the best route to extend the sewer and water facilities. We have supplied our proposed water and sewer plans and made applications to the district for their review. We expect to hear back from them in the near future.

Once we complete the infrastructure plans and receive agency reviews of the plans we expect that the construction process will take 4-5 months to complete. We may begin this summer; however we may have to postpone some of the work for completion in the summer of 2016.

Thank you for your consideration of this request. Please do not hesitate to contact me if you have questions or comments.

Best Regards,

Darcy Jones, PLS, AICP, LEEP-ND
Jones Engineers, Inc.
BEFORE THE COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

RE:
Planned Unit Development
Preliminary Long Subdivision
Application for

Mike Owens
"Lincoln Road Plat"

PUD2005-0007
LSS2005-0012

Council Agenda Bill No. 2009-248
FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
DECISION

This matter was considered by the Whatcom County Council at its regularly
scheduled meeting on May 12, 2009. Said meeting was duly convened and took place in all
respects in accordance with law, and to the extent required by law, due and proper notice of
such meeting was given, and a legal quorum of the Whatcom County Council was present
throughout the meeting.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION

The Whatcom County Council, having reviewed the record and file herein, to include
the record of the Planning and Development Committee in this matter, adopted the findings
of fact and conclusions of law as presented by the Hearing Examiner, and concurred with and
adopted the recommendation of the Hearing Examiner, as presented in the Hearing
Examiner’s "Findings of Fact, Conclusions of Law, and Recommendation to the Whatcom
County Council" herein dated May 6, 2009.

Re: "Lincoln Road Plat"
Findings of fact, Conclusions of Law, and Decision
Page - 1
294
Furthermore, be it known that a legally sufficient number of members of the Council voted in the proper manner for the acceptance of the above described Hearing Examiner's recommendation, and, since the May 11, 2009 vote of the Council, such acceptance has not been repealed, superseded or amended and remains in full force and effect as of the date of this document.

DATED this 19 day of May, 2009.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

[Signature]
Seth Fleetwood
Council Chair

Re: "Lincoln Road Plat"
Findings of fact, Conclusions of Law, and Decision
Page - 2
May 19, 2009

Mr. Mike Owens
1536 Willie Lake Road
Ferndale, WA  98248

RE: Planned Unit Development Application

Dear Mr. Owens:

Whatcom County Council at its meeting of May 12, 2009, reviewed the recommendation of the Hearing Examiner regarding approval of a planned unit development, "Lincoln Road Plat." The Whatcom County Council concurred with and adopted the recommendation of the Hearing Examiner's "Findings of Fact, Conclusions of Law, and Recommendation to the Whatcom County Council" dated May 6, 2009. This planned unit development request is filed in our office as AB2009-248.

The final written decision of the Council was issued on May 19, 2009. A copy of the Council's written decision is enclosed for your information.

Sincerely,

Marina Engels
Deputy Clerk of the Council

c: Planning and Development Services
Hearing Examiner
Karen Frakes, Prosecutor's Office
AB2009-248
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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Division Head:

Dept. Head: [Signature] 5/28/15

Prosecutor:

Purchasing/Budget:

Executive:

TITLE OF DOCUMENT:

Update on reconveyance lands and trail planning, expenses, access, etc.

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.)

Update from Whatcom County Parks and Recreation on reconveyance lands and trail planning, expenses, access, etc.

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

CLEARANCES

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TITLE OF DOCUMENT:

Ordinance establishing a incarceration prevention and reduction task force

ATTACHMENTS:

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.)

Ordinance establishing an incarceration prevention and reduction task force intended to provide recommendations, oversight, and specific timeframes on the development of new, or enhancement of existing programs designed along a continuum that effectively reduces incarceration of individuals struggling with mental illness and chemical dependency and minimizes jail utilization by pretrial defendants who can safely be released

COMMITTEE ACTION:

5/26/2015: Amended and approved in COTW, forwarded to Council for approval

COUNCIL ACTION:

5/26/2015: Substitute 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.
ORDINANCE 2015-_______

ESTABLISHING WHATCOM COUNTY CODE 2.46, CREATING A WHATCOM COUNTY INCARCERATION PREVENTION AND REDUCTION TASK FORCE INTENDED TO PROVIDE RECOMMENDATIONS, OVERSIGHT, AND SPECIFIC TIMEFRAMES ON THE DEVELOPMENT OF NEW, OR ENHANCEMENT OF EXISTING, PROGRAMS DESIGNED ALONG A CONTINUUM THAT EFFECTIVELY REDUCES INCARCERATION OF INDIVIDUALS STRUGGLING WITH MENTAL ILLNESS AND CHEMICAL DEPENDENCY, AND MINIMIZES JAIL UTILIZATION BY PRETRIAL DEFENDANTS WHO CAN SAFELY BE RELEASED

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 proposed 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 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 and Interim Work Center on Division Street in Bellingham, which property the County may sell or transfer or repurpose for behavioral health uses, when the new countywide jail is completed and the County has agreed and ordained 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’s costs for current criminal justice and incarceration programs continue to rise every year; mental illness and chemical dependency problems have a significant impact on the utilization of these very expensive services; and successful diversion programs should result in substantial long term savings to the criminal justice system; 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.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Chapter 2.46 is hereby established, creating a Whatcom County Incarceration Prevention and Reduction Task Force as outlined in Exhibit A to this ordinance.

BE IT FURTHER ORDAINED that the initial tasks to be accomplished by the Task Force are as follows:

A. Develop plans for a new or expanded crisis triage center for individuals struggling with mental illness and chemical dependency, including:
   1. Substantive programming to be included and auxiliary services that would increase efficiency and effectiveness
   2. Location and space needs criteria
   3. Funding sources and recommendations for both construction and operations
   4. Specific timeframes for decision-making and completion
   5. Documentation of assumptions used to project the effectiveness and costs

B. Development recommendations for new, or enhancement of existing, programs designed along a continuum that effectively reduces incarceration of individuals struggling with mental illness and chemical dependency.

BE IT FURTHER ORDAINED that the initial work of the Task Force for the above tasks shall be accomplished and reported to the County Council in the following phases:

PHASE I - Review current practices and assigned resources, (facilities, programs, funding sources), and develop goals for new or modified programs, and projected operational objectives. Determine licensing requirements and program components. Provide general information on expenditures and sustainable revenue projections. Deliver the initial Phase 1 report by January 10, 2016.

PHASE II – As service facilities are identified in Phase I- develop facility specifications, identify possible facility options (either new or existing locations), analyze and recommend 1 or 2 options with projected short and medium term costs. Deliver the initial Phase 2 reports as completed, but no later than November 1, 2016.

PHASE III - Develop specific operational plans and budgets leading to implementation of appropriate crisis intervention, triage services and incarceration prevention and reduction programs. Include details on schedules, assignment of responsibilities, projected outcomes anticipated, possible cost allocations between the County and the cities, and a basic business plan for each selected initiative. Deliver the initial Phase 3 report with sufficient details to proceed with construction and programming of a new or expanded crisis triage center no later than March 2017.
BE IT FURTHER ORDAINED that the County Council, with the full support of the County Administration, will implement a continuum of alternatives to incarceration and jail diversion programs with the following expectations and commitments of assistance for the Incarceration Prevention and Reduction 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.

- Review national best practices for the before mentioned objectives and establish benchmarking of the County’s performance against same.

- Complete detailed planning sufficient to proceed with construction and programming of a new or expanded crisis triage center to start no later than March 2017.

- 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. Initial funding for 2015 will be $75,000.

- Identify opportunities to acquire governmental and non-governmental funding to support financing for the construction and operation of the new crisis triage center.

- Commit to opening the new crisis triage center no later than the scheduled opening of the new countywide jail.

- Include, as part of the 2016-2017 budget, funds to focus on incarceration prevention and reduction programs, and work with the Task Force.

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:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved   ( ) Denied

Date Signed: ____________
EXHIBIT A

Chapter 2.46

INCARCERATION PREVENTION AND REDUCTION TASK FORCE

Sections:
2.46.010 Established.
2.46.020 Purpose.
2.46.030 Function.
2.46.040 Permanent Members.
2.46.050 Additional Appointed Members.
2.46.060 Term of Office.
2.46.070 Organization – Meetings.
2.46.080 Staff and Funding Support.
2.46.090 Reporting.

2.46.010 Established.
There is hereby established a Whatcom County Incarceration Prevention and Reduction Task Force.

2.46.020 Purpose.
The purpose of the Incarceration Prevention and Reduction Task Force is to continually review Whatcom County’s criminal justice and behavioral health programs and make specific recommendations to safely and effectively reduce incarceration of individuals struggling with mental illness and chemical dependency, and minimize jail utilization by pretrial defendants who can safely be released.

2.46.030 Function.
The Task Force will consider national best practices and report on and make recommendations to the County Council, Executive, and other appropriate officials regarding:

A. The construction and operation of a new or expanded multi-purpose crisis triage facility to assist with jail and hospital diversion of individuals struggling with mental illness and chemical dependency;

B. Development of new, or enhancement of existing, programs designed along a continuum that effectively reduces incarceration of individuals struggling with mental illness and chemical dependency;

C. Effective pretrial service programs that assure that defendants appear for court proceedings while minimizing jail utilization by defendants who can safely be released;

D. Necessary and effective programs and services that can assist offenders with successful transition from both the jail and triage center back to the community to reduce rates of recidivism and improve public health and safety;

E. The ongoing staff support and funding for the Task Force;

F. Review of the diversion programs of the County and all cities, and establishment of benchmarks to measure the effectiveness of the programs in reducing incarceration.
2.46.040  Permanent Members.
The Incarceration Prevention and Reduction Task Force shall include the following 12 designated officials or their representative:

A. One Member of the Whatcom County Council;
B. Whatcom County Executive;
C. Whatcom County Sheriff;
D. Whatcom County Prosecuting Attorney;
E. Whatcom County Public Defender Director;
F. One Representative from the Whatcom County Superior Court or District Court;
G. One Representative of the Bellingham City Attorney or Municipal Court or Police;
H. One Representative from the Bellingham City Council;
I. One Representative from the small cities designated by the Small Cities Caucus;
J. One tribal representative from either the Lummi Nation or the Nooksack Tribe;
K. One representative from the Whatcom County Health Department Human Services;
L. North Sound Mental Health Administration Executive Director.

2.46.050  Additional Appointed Members.
In addition to the officials designated above the Incarceration Prevention and Reduction Task Force shall include the following 11 members appointed by the Whatcom County Council:

A. Whatcom Alliance for Health Advancement (WAHA) representative;
B. Peace Health St. Joseph’s Medical Center representative;
C. Community Health Center representative;
D. Emergency Medical Services (EMS) representative;
E. Representatives from a Community Action Agency, a Mental Health Provider, Substance Abuse Treatment Provider (3);
F. Consumer of Services or Family Member of Consumer (2);
G. Concerned Citizens (2).

2.46.060  Terms of office for appointed members.
The term of office for appointed members shall be four years; provided that the terms of those first appointed shall be staggered so that five will be appointed for two years, and six will be appointed for four years. Appointment of members shall comply with Chapter 2.03 WCC.

2.46.070  Organization – Meetings.
A. Meetings of the task force shall be open and accessible to the public and shall be subject to the Open Public Meetings Act.

B. At every meeting, the task force will schedule an open session to take public comment.

C. Written records of meetings, resolutions, research, findings and recommendations shall be kept and such records shall be submitted to county staff and shall be made public, including posting on the county website.

D. The task force shall adopt its own rules and procedures for the conduct of business.

E. The task force shall elect a chairperson from among its members who shall preside at its meetings.

F. The task force shall determine its meeting schedule and agenda, but shall meet at least quarterly.

G. The task force may form and appoint ad hoc committees to work on specific issues, so long as at least two committee members are also members of each ad hoc committee.
2.46.080  **Staff and Funding Support.**
The Task Force will have full support from the Council, the County Executive’s Office, Health Department staff, and locally delivered paid consultant assistance to conduct and complete its tasks in an efficient and effective manner.

2.46.090  **Reporting.**
At least annually, no later than June 30 of each year, the Task Force will provide a report and recommendations to the County Council and Executive on outcomes of existing incarceration prevention and reduction programs throughout Whatcom County, new innovative programs being used in other communities, and recommendations for changes or additional programs.
**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)

**COMMITTEE ACTION:**
5/12/2015: Discussed

**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

Date: May 18, 2015

To: Whatcom County Council

From: Tawni Helms, Administrative Coordinator

RE: Replacement of AB 2015-047G memo and resolution

The attached Resolution replaces the cover memo and resolution previously reviewed and discussed at the May 12, 2015 Finance Committee meeting. The changes to the resolution are included in redline and a clean copy will be submitted upon request of the Council.

Please advise if additional information may be needed.
MEMO:

TO: Whatcom County Council

DATE: May 18, 2015

FROM: Jack Louws, County Executive

RE: Resolution to enter into Jail Facility Use Agreement that includes the commitment for an Incarceration Prevention and Reduction Task Force, Ordinance authorizing the establishing of an Incarceration Prevention and Reduction 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) An Ordinance to establish an Incarceration Prevention and Reduction Task Force was developed in partnership with the Whatcom County Council Chair, Human Services Manager, and the Sheriff. The Incarceration Prevention and Reduction 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 incarceration prevention and reduction, 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.
a. Once the Council authorizes the submission of the proposed ballot measure to the qualified voters of the county, the Council will need to formally appoint For and Against Committees for the Local Voters' Pamphlet, pursuant to RCW 29A.32.280. These Committees are formed after the passage of the ballot measure resolution and prior to August, 12th (filing deadline).

**Requested Action:**
Seeking Council approval of the aforementioned documents; one ordinance and two (2) resolutions developed for the provision of a new Whatcom County Jail and commitment to incarceration prevention and reduction programs:

1. Resolution to authorize County Executive to enter into Jail Facility Use Agreement that includes a commitment to establish an Incarceration Prevention and Reduction Task Force.
2. Ordinance authorizing the establishment of an Incarceration Prevention and Reduction 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 AN INCARCERATION PREVENTION AND REDUCTION 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 Ordinance establish an Incarceration Prevention and Reduction 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 multi-purpose 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

ATTEST:

WHATCOM COUNTY, WASHINGTON

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

APPROVED AS TO FORM:

________________________________________
Civil Deputy Prosecutor
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").
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 Prosecuting Attorney 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.
ATTACHMENT ‘A’

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
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 ______________.
CITY OF BLAINE

Harry Robinson, Mayor

Attest:

____________________________________________
Finance Director

Approved as to form:

____________________________________________
Office of the City Attorney

STATE OF WASHINGTON  )
COUNTY OF WHATCOM   )

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 ____________.
ATTACHMENT ‘A’

CITY OF EVerson

________________________________________
John Perry, 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 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                           )
                                              ) s
COUNTY OF WHATCOM                              )

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 ____________________.
ATTACHMENT ‘A’

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.
ATTACHMENT ‘A’

(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.
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**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:**
5/12/2015: Discussed

**COUNCIL ACTION:**

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

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

TO: Whatcom County Council

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,
Clerk of the Council

Carl Weimer,
Council Chair

APPROVED AS TO FORM:

Daniel L. Gibson
Chief Civil Deputy Prosecutor

Jack Louws, County Executive

Date
Title of Document:
Appointment to the Lummi Island Ferry Advisory Committee

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

This is a partial term following the resignation of a LIFAC member. The partial term expires 1/31/2016. The appointee is not required to live on Lummi Island.

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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Charles R. Bailey                  Date: April 15, 2015
Street Address: 2241 Tuttle Lane
City: Lummi Island                Zip Code: 98262
Mailing Address (if different from street address):

Day Telephone: (360) 758-4011   Evening Telephone: (360) 758-4011   Cell Phone: (201) 572-4508
E-mail address: baileychasr@gmail.com

1. Name of board or committee—please see reverse:
Lummi Island Ferry Advisory Committee

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.) (X) yes ( ) no

4. Which Council district do you live in? ( ) One ( ) Two (X) Three

5. Are you a US citizen? (X) yes ( ) no

6. Are you registered to vote in Whatcom County? (X) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes (X) 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 (X) no
   If yes, please explain:

You may attach a résumé or detailed summary of experience, qualifications, and 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.


10. Please describe why you’re interested in serving on this board or commission:

    I listen well & have good analytical skills. Being a homeowner & view membership on JIFAC as an important way to contribute to our community.

References (please include daytime telephone number):

   Chuck Antholt (360) 223-1134

Signature of applicant:

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Appointment to Planning Commission vacancy, District 3, Applicant: Bersch

**ATTACHMENTS:**
application(s)

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

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

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
Planning Commission vacancy in a District 3 position (due to a commissioner resignation). Partial term expires January 31, 2018

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
5/26/2015: 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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Michael G. Bierseh
Street Address: 5426 Nimbus Pl
City: FERNDALE
Mailing Address (if different from street address): 
Day Telephone: 360-383-7638 Evening Telephone: 360-383-7638 Cell Phone: 360-383-7638
E-mail address: michaelg bierseh.com or mike@ mikecanining.com

Date: May 18, 2015
Zip Code: 98248

1. Name of board or committee—please see reverse: Planning Commission
2. You must specify which position you are applying for. Please refer to vacancy list: District 3 Vacancy
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: Spouse is a member of Ferndale City Council
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

ATTORNEY | GEOLOGIST

(SHORT RESUME’ ATTACHED.)

10. Please describe why you’re interested in serving on this board or commission: Whatcom County is our chosen.

I would like to be of service, if I can.

References (please include daytime telephone number): Fred Heffley, Ferndale, WA, 360-303-0127
Tom Hoyan, Ferndale, WA, 360-933-4284; Cathie Berry, Ferndale, WA, 425-422-3286

Signature of applicant: Michael Bierseh

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.
MICHAEL G. BERSCH, PhD, JD

Address:
2026 Main Street
PO Box 1516
Ferndale, WA 98248
E-mail: mgbersch@berschlaw.com
CONTACT NUMBER (CELL) - (360) 383-7638

Education:
• University of Alabama, School of Law, Tuscaloosa, AL, 1995, JD.
• University of New Mexico, Albuquerque, NM, 1990, PhD in Geology.

Professional Experience:
• Newmont Mining Corp. 2010 - 2014. Positions: Consulting Geologist, Chief Geologist South America Region.
• Alberta Star Development Corp.: 2008 - 2010. Position held: Chief Geologist.
• The University of Alabama, Tuscaloosa, 1990 - 2008. Positions held: Assistant to the Vice President for Research, Central Analytical Facility Director, Research Geologist, and Adjunct Assistant Professor of Geology.

Licenses and certifications:
• Attorney at Law (Washington, admitted 2014)
• Attorney at Law (Alabama, admitted 1996)
• P.Geo. (British Columbia, Canada, admitted 2011)
• American Institute of Professional Geologists – CPG (certified in 2006)

Society Memberships:
• Society of Economic Geologists - Fellow

Writing-research examples: (Publications - Full list on request).
Semi-legal:
Legal:
Sample available on request, not online.
Semi-technical:
Technical:
Several pubs online at http://alabama.academia.edu/MichaelBersch.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Kelvin Barton
Street Address: 7691 Francis Lane
City: Blaine
Date: May 31, 2015
Zip Code: 98230
Mailing Address (if different from street address): 
Day Telephone: 360-927-1112 Evening Telephone: 360-927-1112 Cell Phone: 360-927-1112
E-mail address: kelvin@krontel.com

1. Name of board or committee-please see reverse: Planning Commission
2. You must specify which position you are applying for. Please refer to vacancy list. District 3 vacancy
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 (X) Three
5. Are you a US citizen? (X) yes ( ) no
6. Are you registered to vote in Whatcom County? (X) yes ( ) no
7. Have you ever been a member of this Board/Commission? ( ) yes (X) 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 (X) 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. Please see attached resume

10. Please describe why you’re interested in serving on this board or commission: I thoroughly enjoyed my career in the public sector and would like to use my skills to benefit our community.

References (please include daytime telephone number): Please see attached references.

Signature of applicant: Thel Barton

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.
Kelvin Barton
7691 Francis Lane
Birch Bay, WA 98230
360-927-1112

May 31, 2015

Whatcom County Planning Commission

Dear Whatcom County Council,

I am writing to express my interest in being appointed to the Whatcom County Planning Commission. I have the tools to perform this position and would like to use them to the benefit of Whatcom County.

I spent my career in the public sector. My experience includes Comprehensive Plan work for the City of Everett. I regularly preformed plan review for building and land use projects including the largest projects constructed within the City of Everett. I retired as a Program Manager.

Thank you for your consideration.

Sincerely,

[Signature]

Kelvin Barton
Thirty-four years local government experience. Responsibilities ranging from Planner to Program Manager. Education includes Land Use Planning and Development, Everett Community College.

EXPERIENCE ENCOMPASSES:

- Experience writing and updating City of Everett Comprehensive Plan
- Plan Review – City of Everett
- Program Manager, DASH, Alexandria, VA
- City of Everett, Washington, U.S.A. Transportation Services Project Coordinator
- Puget Sound Regional Smart Card (ORCA) program
- National Transit Database (NTD) Reports to U.S. Federal Government
- Whatcom County Birch Bay Advisory Committee Member and Land Use Sub-Committee Chairman
- Computer intensive responsibilities include: Extensive experience with Microsoft Office Suite of Programs; Visual Basic, Visual Basic for Applications, C++, HTML, XML programming; Ridership database development and maintenance; GIS (Geographic Information Systems); The Master Scheduler (TMS) scheduling, run cutting and transit management software; Trapeze Pass (ADA database and ride scheduling software); Kronos Timekeeper; Scheduling and Run Cutting
- Development of organization Transit Policy and Procedure Manual; Everett Transit Accident Review Board; City of Everett Affirmative Action Advisory Committee; Everett Fire Department Community Emergency Response Team; Boeing Commute Trip Reduction Regional Committee; Inter and intra transit and municipal agencies and Washington state agencies construction projects representation and coordination;
- Everett Community College Advisory Board for the Geographic Information Systems program
- Software Company – working with GPS timing data – including installation of GPS software and providing training for Transit agencies in the communities of Hemet and Victor Valley, California.

CERTIFICATIONS, LICENSES and TRAINING

- Land Use Planning, Program Manager certification; Canadian Urban Transit Association – Scheduling and Runcutting; GIS Certificate; C++ Level 1 Programming Certificate; Program Management; CERT (Community Emergency Response Team); Firefighter Railroad Training; Class B license with passenger and airbrake endorsements; General Aviation license; US DOT “Train the Trainer” and Accident Investigation training.

EDUCATION

- Everett Community College land use and real estate classes.
- Everett Community College, 2003, Associate in Technical Arts (CIS/Visual Basic Programming) and Geographic Information Systems (GIS), both with High Honors

ANCILLARY

- Member Phi Theta Kappa Honor Society; Boeing Special Recognition award for post 911 transportation security work, National USSF “C” Coaching license; 15 years Youth Soccer Coach includes 12 years Select/Premier Coach of both boys and girls teams and 2 soccer team trips to European Gothia Cup and Dana Cups 1 and 2.
KELVIN BARTON

REFERENCES

Pat Alesse
C Shop
4825 Alderson Rd
Blaine, WA 98230
(360) 223-6571

Kerry Lyste, Professor
Geography Department
Everett Community College
2000 Tower Street
Everett, WA 98201
(360) 201-2576 - cell
(425) 388-9381 - office

Sandy Modell, General Manager
DASH Transit, Alexandria, VA
3000 Business Center Drive
Alexandria, VA 22314
(703) 746-3274

Ken Housden, General Manager
Citilink
801 Leesburg Road
Fort Wayne, IN 46808
(260) 432-4977
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tbody>
<tr>
<td>Originator:</td>
<td>NAD</td>
<td>5/29/15</td>
<td>06/09/15</td>
<td>Intro</td>
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<tr>
<td>Division Head:</td>
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<td></td>
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<td>Dept. Head:</td>
<td>KATI</td>
<td>5/29/15</td>
<td>06/23/15</td>
<td>Finance</td>
<td>Committee; Council</td>
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<td>Prosecutor:</td>
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<td>Purchasing/Budget:</td>
<td>NAD</td>
<td>5/29/15</td>
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<tr>
<td>Executive:</td>
<td></td>
<td></td>
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**TITLE OF DOCUMENT:** 2015 Supplemental Budget Request #7

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

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

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

Supplemental #7 requests funding from the Jail Fund:

1. To appropriate $25,000 to fund Jail Incarceration Prevention and Reduction Task Force.
   From the Mental Health / Chemical Dependency Fund:
2. To appropriate $75,000 to fund Jail Incarceration Prevention and Reduction Task Force.
   From the Real Estate Excise Tax Fund I:
3. To appropriate $113,400 to fund Sun House project from donation proceeds.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**
ORDINANCE NO.
AMENDMENT NO. 7 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>
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<tbody>
<tr>
<td>Jail Fund</td>
<td>25,000</td>
<td>-</td>
<td>25,000</td>
</tr>
<tr>
<td>Mental Health / Chemical Dependency Fund</td>
<td>75,000</td>
<td>(25,000)</td>
<td>50,000</td>
</tr>
<tr>
<td>Real Estate Excise Tax Fund I</td>
<td>113,400</td>
<td>(113,400)</td>
<td>-</td>
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<tr>
<td>Total Supplemental</td>
<td>213,400</td>
<td>(138,400)</td>
<td>75,000</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of __________________, 2015.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

( ) Approved   ( ) Denied

Jack Louws, County Executive

Date: _________________________
<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jail Fund</td>
<td>To fund Jail portion of Jail Incarceration and Prevention Task Force.</td>
<td>25,000</td>
<td>-</td>
<td>25,000</td>
</tr>
<tr>
<td>Mental Health / Chemical Dependency Fund</td>
<td>To fund Incarceration Prevention and Reduction Task Force.</td>
<td>75,000</td>
<td>(25,000)</td>
<td>50,000</td>
</tr>
<tr>
<td>Real Estate Excise Tax Fund I</td>
<td>To fund Sun House project from donation proceeds.</td>
<td>113,400</td>
<td>(113,400)</td>
<td>-</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td></td>
<td>213,400</td>
<td>(138,400)</td>
<td>75,000</td>
</tr>
</tbody>
</table>
1a. Description of request:
The Incarceration Prevention and Reduction Task Force comprised of citizens and officials, is 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. This request will fund the Jail-related portion of the Task Force's costs - see related Suppl #1976 for the entire Task Force budget in the Mental Health/Chemical Dependency Fund.

1b. Primary customers:
Whatcom County taxpayers and citizens affected by mental illness.

2. Problem to be solved:
County government has the responsibility to the taxpayers to identify opportunities to make near term investments that offer substantial long term savings by reducing the costs of criminal justice and incarceration programs as well as community funded physical and mental health responsibilities.

3a. Options / Advantages:

3b. Cost savings:
To be researched and determined by the Task Force.

4a. Outcomes:
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.

4b. Measures:
A new Jail and Triage center will be constructed.

5a. Other Departments/Agencies:
The Health Department - The Incarceration and Prevention Task Force will work closely with the Health Department
The Sheriff's Office
The Executive Office - will provide some support to the Task Force

5b. Name the person in charge of implementation and what they are responsible for:
A new Jail and Triage center will be constructed.

6. Funding Source:
## Supplemental Budget Request

**Status:** Pending

### Non-Departmental

<table>
<thead>
<tr>
<th>Supp1 ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
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<tbody>
<tr>
<td>1977</td>
<td>118</td>
<td>118115</td>
<td>Tawni Helms</td>
</tr>
</tbody>
</table>

$50,000 will be funded through the Behavioral Health / Chemical Dependency Fund
$25,000 will be funded through the Jail Fund
Supplemental Budget Request

Non-Departmental

Supp ID #: 1976  Fund: 124  Cost Center: 124410  Originator: Tawni Helms

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

Name of Request: Incarceration Prevention and Reduction Task Force

X

Department Head Signature (Required on Hard Copy Submission)  Date: 5/28/15

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td>6620</td>
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<td>Contract Employment</td>
<td>$75,000</td>
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<tr>
<td>8301,118</td>
<td></td>
<td>Operating Transfer In</td>
<td>($25,000)</td>
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<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$50,000</td>
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</table>

1a. Description of request:
The Incarceration Prevention and Reduction Task Force comprised of citizens and officials, is 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.

1b. Primary customers:
Whatcom County taxpayers and citizens affected by mental illness.

2. Problem to be solved:
County government has the responsibility to the taxpayers to identify opportunities to make near term investments that offer substantial long term savings by reducing the costs of criminal justice and incarceration programs as well as community funded physical and mental health responsibilities.

3a. Options / Advantages:

3b. Cost savings:
To be researched and determined by the Task Force.

4a. Outcomes:
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.

4b. Measures:
A new Jail and Triage center will be constructed.

5a. Other Departments/Agencies:
The Health Department - The Incarceration and Prevention Task Force will work closely with the Health Department
The Sheriff's Office
The Executive Office - will provide some support to the Task Force

5b. Name the person in charge of implementation and what they are responsible for:
Health Department - Anne Deacon - Interface with the Task Force
Executive Office - Task Force appointments

6. Funding Source:

Wednesday, May 27, 2015
Supplemental Budget Request

Non-Departmental

<table>
<thead>
<tr>
<th>Supp ID #</th>
<th>Fund</th>
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<tr>
<td>1976</td>
<td>124</td>
<td>124410</td>
<td>Tawni Heims</td>
<td>Pending</td>
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$50,000 will be funded through the Behavioral Health / Chemical Dependency Fund
$25,000 will be funded through the Jail Fund
Supplemental Budget Request

Status: Pending

Administrative Services

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
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</tr>
</thead>
<tbody>
<tr>
<td>326</td>
<td>515004</td>
<td>Michael Russell</td>
</tr>
</tbody>
</table>

Facilities Management

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

Name of Request: Sun House Project

X
Department Head Signature
Date: 5/28/15

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>4367.1000</td>
<td>Donations</td>
<td>($100,000)</td>
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<tr>
<td>4367.1000</td>
<td>Donations</td>
<td>($13,400)</td>
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<tr>
<td>7350</td>
<td>Buildings &amp; Structures</td>
<td>$113,400</td>
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</tbody>
</table>

Request Total: $0

1a. Description of request:
AS-Facilities will be managing the Sun House Renovation Project on behalf of Sun Community Services. The County owns the building. Renovations and repairs will include replacing the boiler and water heater, rebuilding the front porch and repairing rot, replacing a panic door and doorframe, replacing cabinetry and flooring in the kitchen, replacing windows, gutters and downspouts, adding a drain, installing bathtub doors, replacing carpeting in all bedrooms and on the main floor, recaulking siding and trim, tuck pointing the brick chimney, painting siding and trim and replacing 2 commercial refrigerators. In addition to $100,000 of REET funding already budgeted in the 2015 budget, this project will be funded by two external donations for a total project amount of $213,400. The two external donations are from the Bellingham Rotary Club ($100,000) and the Chuckanut Health Foundation ($13,400). Sun House is located at 515 Chestnut Street, Bellingham WA.

1b. Primary customers:
Transitional housing for the chronically homeless mentally ill with local incarceration history

2. Problem to be solved:
The Sun House is a 100 year old building that needs critical repairs to prolong it's life and survivability and reduce the demands on the Jail.

3a. Options / Advantages:
Building a new facility would be more costly than making the needed repairs to the existing building.

3b. Cost savings:
Whatcom County Facilities Management will be acting as the General Contractor on this project. This will reduce the overhead and profit that would normally be paid.

4a. Outcomes:
We hope to see another 100 years of use from this building.

4b. Measures:
The completion of this project will provide the needed space for Transitional housing for the chronically homeless mentally ill with local incarceration history.

5a. Other Departments/Agencies:
Facilities Management will be working on this project.

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

6. Funding Source:

Thursday, May 28, 2015
**Supplemental Budget Request**

**Status:** Pending

<table>
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<tr>
<th>Administrative Services</th>
<th>Facilities Management</th>
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<tbody>
<tr>
<td><strong>Supp# ID #</strong> 1974</td>
<td><strong>Fund</strong> 326</td>
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<tr>
<td></td>
<td><strong>Cost Center</strong> 515004</td>
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<tr>
<td></td>
<td><strong>Originator:</strong> Michael Russell</td>
</tr>
</tbody>
</table>

REET (already budgeted) plus significant community donations (Rotary and Chuckanut Health Foundation).
**TITLE OF DOCUMENT:** Flood Control Zone District and Subzones 2015 Supplemental Budget Request #3

**ATTACHMENTS:** Resolution, Memoranda and Budget Modification Requests

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

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

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

1. To appropriate $25,000 in additional funding for the Aquatic Invasive Species Program.

**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. 3 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></th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Control Zone District</td>
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<td>25,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>25,000</td>
<td></td>
<td>25,000</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of ________________, 2015

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Board of Supervisors

APPROVED AS TO FORM:

[Signature]
Civil Deputy Prosecutor

I:\BUDGET\SUPPLS\2015_Suppl\FCZDRes#2015-3.docx
<table>
<thead>
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<th>Expenditures</th>
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<th>Fund Balance</th>
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<tr>
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<td>-</td>
<td>25,000</td>
</tr>
<tr>
<td>To provide additional funding for the Aquatic Invasive Species Program</td>
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<td></td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>25,000</td>
<td>-</td>
<td>25,000</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Jack Louws, County Executive

THROUGH: Jon Hutchings, Director

FROM: Gary Stoyka, Natural Resources Manager

DATE: May 1, 2015

SUBJECT: Supplemental Budget Request

The Public Works Natural Resources Division is requesting supplemental budget authority for the following program for FY 2015.

- The Public Works Department has partnered with the City of Bellingham and the Lake Whatcom Sewer District to provide boat inspection services and outreach to watercraft users as part of the Aquatic Invasive Species Program (AIS) on Lake Whatcom and Lake Samish. Under the Interlocal Agreement, Whatcom County will reimburse the City for managing and operating the AIS Program. The City will also coordinate education and outreach activities throughout the County.

- The total cost of the 2015 AIS program was not known when the 2015 budget was established and $70,000 was set aside for the 2015 season. The City of Bellingham just recently determined the budget for the 2015 budget season with the County's portion being $95,000.

- This supplemental budget request will allow the County to implement the AIS program, as described in the AIS ordinance (2.27A.020) for the 2015 boating season.

Please contact Gary Stoyka at extension 50618 if there are any questions or concerns regarding this Supplemental Budget request.
Supplemental Budget Request

Public Works

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>169</td>
<td>169120</td>
<td>Gary Stoyka</td>
</tr>
</tbody>
</table>

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

Name of Request: 2015 AIS Program Operations

X

Department Head Signature (Required on Hard Copy Submission)  Date

5/7/15

<table>
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<th>Costs:</th>
<th>Object</th>
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<td>Request Total</td>
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1a. Description of request:
Whatcom County has partnered with the City of Bellingham and the Lake Whatcom Water & Sewer District to implement an Aquatic Invasive Species Program (AIS) on Lake Whatcom and Lake Samish. The City of Bellingham operates the inspection program on these two lakes on behalf of all three partners. Bellingham provides inspectors, an AIS coordinator, education & outreach materials, inspection and decontamination equipment and supplies, and water quality testing services under an interlocal agreement with the County. The money provided in this supplemental budget request is to compensate the City of Bellingham for Whatcom County's portion of the cost to implement the program for the 2015 boating season.

1b. Primary customers:
Boaters that use Lake Whatcom and Lake Samish.

2. Problem to be solved:
The total cost of the 2015 AIS program was not known when the 2015 budget was established, a budget of $70,000, in November 2013. The City of Bellingham just recently determined the budget for this expanded program for the 2015 budget season. Whatcom County's portion is $95,000. This supplemental budget request provides the remaining $25,000 of Whatcom County's portion of the program funding.

3a. Options / Advantages:
Whatcom County is relying on the City of Bellingham to implement the boat inspection program for 2015. County staff have worked with the City to keep cost increases associated with this program expansion to a minimum. The Council could decide not to fund these activities in 2015 or the Council could decide to increase permit fees to cover this difference.

3b. Cost savings:
This is the only option that allows a coordinated response to the threat of AIS to Lake Whatcom and other county lakes. The costs of not implementing the expanded AIS program could be the introduction of zebra and/or quagga mussels into Lake Whatcom that could result in expenses to water suppliers, the loss of recreational opportunities, and losses in property values.

4a. Outcomes:
This supplemental budget request will allow the County to implement the expanded AIS program, as described in the revised AIS ordinance, for the 2015 boating season.

4b. Measures:
The AIS inspection program will be implemented on Lakes Whatcom and Samish during 2015, including the inspection and permitting of motorized and non-motorized boats, and providing incentives for lake users to take an on-line AIS awareness course. A year-end report will be prepared which quantifies the number of inspections performed, permits issued, outreach conducted, and decontaminations conducted.
Supplemental Budget Request  

**Public Works**  

- **Supp'l ID #**: 1969  
- **Fund**: 169  
- **Cost Center**: 169120  
- **Originator**: Gary Stoyka

**Natural Resources**

- **Status**: Pending

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

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

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

Teegan Ward is the AIS Program coordinator for the City of Bellingham. She is responsible for implementation of the inspection and assessment program.

6. **Funding Source:**

The Flood Control Zone District fund (Fund 169).