WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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

TITLE OF DOCUMENT:
Presentation of the Upper Nooksack River Recreation Plan

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.)

Presentation of the Upper Nooksack River Recreation 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: Whatcom County Council
FROM: Wendy McDermott, American Rivers
SUBJECT: Upper Nooksack River Recreation Plan
DATE: July 28, 2015
CC: Whatcom County Executive

The purpose of the Upper Nooksack River Recreation Plan (Plan) is to provide guidance and recommendations for managing non-motorized recreation use in the river corridors of the upper Nooksack River system. The Plan recognizes and supports the benefits of recreation, along with protection and restoration of the natural and cultural values of the upper Nooksack River basin. It recognizes the important role that natural resources play in the recreation experience and the potential impacts that recreation can have on those resources.

The Nooksack River is one of the few remaining river systems in Washington that supports populations of all five species of Pacific salmon, as well as steelhead, bull trout, and cutthroat trout. Bald eagles, black bears, cougars, and elk are among the native wildlife inhabitants. The Nooksack basin supports incredible recreation opportunities, including whitewater boating, horseback riding, hiking, biking, camping, wildlife viewing, fishing, snowshoeing, snowboarding and skiing. The health of the Nooksack watershed is intrinsically linked to the health and quality of life in Whatcom County. Maintaining and restoring habitat and allowing the river’s fluvial processes to take place are critical for not only the fish and wildlife species that call the Nooksack home but also for recreation opportunities such as fishing and boating to continue into the future. The Upper Nooksack River Recreation Plan takes these linkages into consideration and sets forth management recommendations aimed at promoting both recreation and conservation goals.

The Plan’s geographic scope is the North, Middle, and South forks of the Nooksack River system, as well as tributary streams that possess some of the most popular recreation uses and present important access and management challenges. The Plan focuses on the river corridors and lands within one-quarter mile on either side of the river within the following river segments:

- North Fork Nooksack from its headwaters to Maple Falls
- Middle Fork Nooksack from its headwaters to the confluence with the North Fork
- South Fork Nooksack from its headwaters to Saxon Bridge

The Plan was developed through a collaborative planning process led by the Upper Nooksack River Recreation Plan Advisory Committee and coordinated by American Rivers. Technical assistance was provided by the National Park Service through a grant from the Rivers, Trails, and Conservation Assistance Program. The Advisory Committee was, and still is, comprised of representatives from American Rivers, American Whitewater, Hydropower Reform Coalition,
Mount Baker Club, National Park Service, Nooksack Tribe, Nooksack Salmon Enhancement Association, Pacific Northwest Trail Association, United States Forest Service – Mt. Baker Ranger District, Whatcom Chapter of Back Country Horseman of Washington, Whatcom County Parks and Recreation Department, Whatcom Events (Ski to Sea Race), Whatcom Land Trust, and Wild and Scenic River Tours. The Lummi Nation and Washington Department of Natural Resources were consulted during the planning process.

Key components of the planning process included:
- Stakeholder Outreach and Committee Organization (Summer 2012 - Fall 2012)
- Recreation Site Assessment and Data Collection (Fall 2012 - Fall 2013)
- Public Outreach and Information Gathering (Spring 2013 - Fall 2014)
- Issue Analysis and Recommendation Development (Winter 2013/14 - Summer 2014)
- Plan Finalization and Production (Fall 2014 - Winter 2015)

It is important to note that the Upper Nooksack River Recreation Plan is not a formal agency resource management plan. It does not supersede the authority of existing land and water management authorities or plans. Recommendations in the Plan are strictly voluntary and are non-binding to the land owners, managers, and recreationists, rather they are meant to provide input as to how riverside lands could be managed to meet both recreation and conservation goals. Implementation of the Plan’s recommendations is contingent on voluntary actions, future rulemaking, planning, and funding availability through pertinent land management agencies, non-profit organizations, and public-private partnerships.

The Plan can assist land and resource managers and the public in the following ways:
1. The Plan records recreation use and opportunities (including uses that are currently allowed, restricted, or prohibited) within specific river sections and adjacent lands and details relevant management and safety information (e.g., beginner whitewater boating areas versus expert whitewater boating areas).
2. The Plan identifies important natural and cultural resources, and explains issues or concerns that should be a part of recreational decision-making and management.
3. The Plan provides shared vision and guiding principles for sustainable recreation management.
4. The Plan identifies recreation issues that need to be resolved to meet recreation and conservation goals.
5. The Plan presents recommendations that may be implemented in the near term or incorporated into future planning efforts. If controversial issues were encountered and a clear consensus direction did not emerge, both sides of the issue were described for consideration in the future. The final decision rests with the managers of that area.

The Upper Nooksack River Recreation Plan provides over 80 management recommendations to help meet conservation and recreation goals. These actions are intended to improve visitor experience minimize conflict, protect natural resources, and enhance awareness of the river and its recreation resources. The Plan and its appendices are available for download at www.americanrivers.org/newsroom/resources/nooksack-recreation-plan/.
Collaborative Plan Provides Vision for Nooksack River Recreation

April 10, 2015

Contact: Paul Engel, hoboexpeditions@hotmail.com, 360-599-3115
Bud Hardwick, budhardwick@hotmail.com, 360-734-7004
Wendy McDermott, wmcdermott@americanrivers.org, 206-213-0330 ext 1

Bellingham – The Upper Nooksack River Recreation Plan Advisory Committee today released a plan to help guide the management of recreation and natural resources along the forks of the upper Nooksack River in Whatcom and Skagit counties.

Nearly 600 individuals and organizations, including landowners, businesses, paddlers, anglers, hikers, skiers, and equestrians contributed to the Upper Nooksack River Recreation Plan’s development over the past two years. The plan recognizes and supports the benefits of recreation, along with the protection and restoration of the natural and cultural values in the upper Nooksack River basin. Implementation of the plan’s recommendations is contingent on voluntary actions, additional planning and coordination, and funding availability.

The plan provides over 80 management recommendations for the river corridors of North, Middle, and South forks and several tributary streams of the upper Nooksack River system. Recommendations include improving access to the river, enhancing education and stewardship, maintaining roads and trailheads, and protecting the outstanding values of the river.

Paul Engel of Wild and Scenic River Tours, a local business that depends on the health of the Nooksack River, stated, “I feel incredibly privileged to be based on the Nooksack – I love being able to show our guests such a beautiful and pristine river. The whitewater section of river that we boat nearly every day looks nothing like what you see in the lower portions of the Nooksack. We’re blessed with roller coaster rapids and a glorious, tight little canyon that while boating feels like you’ve been transported to the Jurassic period. The road is close, but you would never know it’s there. Another incredibly unique feature is the amount of large tributaries in the short section of river we take people down – all of which support salmon populations. Being able to view the salmon spawn has a huge impact on our customer’s experience and appreciation of the river. To me, it would be a devastating blow not to add protection to this river before it’s too late.”

The Upper Nooksack River Recreation Plan is meant to be a major resource containing thorough and detailed descriptions of current conditions with immediate concerns and goals while also providing a comprehensive foundation which can readily be added to and modified into the future. “This is a monumental step in a never ending process of caring for this unique and extremely valuable resource,” said Bud Hardwick with the Mount Baker Club and Whatcom Events.

The recreation plan was developed through a collaborative planning process led by an advisory committee comprised of representatives from American Rivers, American Whitewater, Hydropower Reform Coalition, Mount Baker Club, National Park Service, Nooksack Tribe, Nooksack Salmon Enhancement Association, Pacific Northwest Trail Association, the United States Forest Service – Mt. Baker Ranger District, Whatcom Chapter of Back Country Horseman
of Washington, Whatcom County Parks and Recreation Department, Whatcom Events (Ski to Sea Race), the Whatcom Land Trust, and Wild and Scenic River Tours.

Planning assistance was provided by the National Park Service's Rivers, Trails, and Conservation Assistance Program. Susan Rosebrough with the National Park Service commented, “The planning process brought everyone together to share their vision for recreation along the river. We are excited to see the plan developed. We look forward to seeing the community working together to protect our natural areas and develop safe access to our rivers and trails.”

Phil Kincare with the U.S. Forest Service adds, “For decades, the public has asked land and resource managers for improved access to the Nooksack River so they can enjoy the spectacular beauty of this river. We are thrilled that so many land and resource managers came in with some specific ideas and proposals to improve recreation access. I’m looking forward to seeing some of these projects develop.”

The Nooksack is the lifeblood for local communities that rely on the river for clean water for drinking and agriculture, and for tourism income from visitors drawn to the river’s world class whitewater boating, hiking, skiing, and other recreation opportunities. The Nooksack River system is also home to all five species of native salmon (Chinook, coho, pink, chum and sockeye), steelhead, bull trout, Dolly Varden, resident rainbow trout, resident and sea-run cutthroat trout, bald eagles, black bears, mountain goats, elk, and many other native fish and wildlife species that need intact, wild places to survive.

Outdoor recreation opportunities are important to quality of life as well as economic growth in Whatcom County and across the state. For example, outdoor recreation trips and equipment contribute $21.6 billion annually to Washington’s economy, $8 billion of which is spent on activities around water, including fishing, boating, swimming and diving. Tourism and recreation businesses provide an estimated 18% of the jobs in Whatcom County and 17% in Skagit County. Based on visits in the North Fork Nooksack alone, it is estimated that recreationists invest two to three million annually in the economy.

“The Nooksack is a treasure we all share. It’s up to us to ensure we manage the river responsibly and make sure we are protecting the remarkable values that make the river so valuable to our communities and economy,” said Wendy McDermott of American Rivers. “All of us -- anglers, boaters, skiers, hikers, equestrians, bikers, landowners, conservation groups, and agency and resource managers need to work together to make the plan’s vision a reality.”

For more information about the plan or to become involved in the plan’s implementation, please contact Wendy McDermott at wmcdermott@americanrivers.org or 206-213-0330 ext. 1. The plan is available to download at www.americanrivers.org/newsroom/resources/nooksack-recreation-plan/.

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Purpose and Scope

Flowing from the North Cascades mountains through the forests and farmlands of Whatcom and Skagit Counties, the Nooksack River system is a unique watershed that provides important habitat for native fish and wildlife species. It is also a regional outdoor recreation haven, providing local residents and area visitors with fishing opportunities, scenic trails, idyllic riverside campsites, world-class whitewater boating, a rich assortment of wildlife viewing opportunities, and incredible winter sports including snowshoeing, snowboarding, and all forms of skiing: cross country, back-country, and downhill.

The purpose of the Upper Nooksack River Recreation Plan (Plan) is to provide guidance and recommendations for managing non-motorized recreation use in the river corridors of the upper Nooksack River system. Although this is not a formal resource management plan, this Plan does recognize the important role that natural and cultural resources play in the recreation experience and the potential impacts that recreation can have on those resources.

This pamphlet summarizes key components of the Plan; the full Plan and appendices can be found at www.americanrivers.org. Recommendations in the plan are strictly voluntary and are not legally binding in any way to the land owners, managers, and recreationists, rather they are meant to provide informed input as to how riverside lands could be managed to meet both recreation and conservation goals. The Plan is a useful tool in articulating a shared vision and recommended actions to help secure necessary funding and set the stage for implementation of recommended actions.

The Nooksack basin, particularly the North and South Fork, have an incredible ability to make you feel like you are deep in the wilderness, despite being a mile or even just a hundred feet from the road. The density of the forests and the sounds of the river just give a feeling of isolation that is very unique to this area.”

Survey Participant
The Scope of the Plan

The geographic scope of the Upper Nooksack River Recreation Plan covers the river corridors and lands within one-quarter of a mile on either side of the river within the following river segments:

**North Fork Nooksack**
*(headwaters to Maple Falls)*

The North Fork Nooksack River headwaters begin at the base of snowy Mt. Shuksan. The braided, wood strewn river meanders through a forested valley and the small towns of Glacier and Maple Falls, and the Mt. Baker Scenic Byway runs parallel to the river in much of this reach. Striking views of the northern-most Cascade Range peaks, majestic tall trees, and a glacier-green river winding through the valley draw thousands of people to the area each year. There are abundant multisensory opportunities to enjoy nature and wildlife through hiking, trail riding, bicycling, skiing, snowshoeing, snowboarding, whitewater boating, fishing, hunting, camping and exploring.

**Middle Fork Nooksack**
*(headwaters to confluence with the North Fork)*

The Middle Fork Nooksack runs from the base of the Deming Glacier on Mt. Baker and flows through a picturesque, steep, wooded canyon to a broad alluvial floodplain where farms and rural residences speckle the landscape. The dynamic nature of the river and the rugged roads limit access to all but the most adventurous recreation users. Extreme whitewater kayaking in the Middle Fork Canyon and Clearwater Creek, fishing, snowshoeing, hunting, mountain biking, hiking, and horseback riding are among the most common recreational activities.

**South Fork Nooksack**
*(headwaters to Saxon Bridge)*

The Upper South Fork reach begins on the eastern slopes of the Twin Sisters and Loomis Mountains, flows through steep, heavily forested terrain, while the lower portion of this reach is characterized by a broad, gently sloping river valley. The views along the river are exceedingly picturesque as it rolls lazily through a picturesque rural landscape. This reach is a focus for salmon habitat restoration and conservation efforts. Public access is limited and involves lengthy travel times. Horseback riding, whitewater boating, hiking, gold panning, hunting, and mountain biking are all popular recreation activities in the area.
Planning Process and Timeline

The Plan was developed through a collaborative planning process led by American Rivers and a diverse stakeholder Advisory Committee that was formed to guide the process. Technical assistance was provided by the National Park Service through a grant from the Rivers, Trails, and Conservation Assistance Program.

A shared vision was developed for recreation management in the upper Nooksack River basin. To better understand existing conditions, an inventory and assessment of sites used by recreationists was conducted with assistance from Western Washington University's Huxley College of the Environment faculty and students.

Engaging the public throughout the planning process allowed the Advisory Committee to identify issues and develop management recommendations that are meaningful, useful, and likely to have a greater chance of success. Overall, the Advisory Committee worked to create a plan that accurately describes the community's needs and elicits its support. Efforts to engage the public in the planning process included focus group workshops, an online recreational use survey, field tours, and an open house.

The key components of the planning process included:

- Stakeholder Outreach and Committee Organization
- Recreation Site Assessment and Data Collection
- Issue Analysis and Recommendation Development
- Plan Finalization and Production

2012 Summer Fall Winter 2013 Spring Summer Fall Winter 2014 Spring Summer Fall Winter
Benefits of Recreation

Outdoor recreation provides multiple benefits to our health and wellbeing. It is also an important part of the economy.

Recreation not only provides diversion and refreshment from the often exhausting pace of our complex lives but also enriches our mental and physical health. Access to recreation areas in natural settings has been shown to significantly reduce stress and increase physical activity.

Easy access to parks, trails, and open spaces is strongly correlated with lower rates of obesity, diabetes, and other diseases; and creates opportunities for all residents to include exercise as a key element of their lifestyles. Opportunities to surround ourselves in nature are absolutely essential for a high quality of life. Outdoor recreation also fosters a sense of place, cultivates environmental stewardship, and enables us to become involved and feel part of the community.

Rivers and river recreation are a key part of the tourism and travel industry, both locally and throughout the Pacific Northwest. Outdoor recreation opportunities are important to quality of life as well as economic growth in Whatcom County and across the state. Washingtonians on average spend 56 days a year recreating outdoors. Of the 446 million participation days per year spent outdoors, 101,701 days, or 23%, are spent recreating on public waters. Outdoor recreation sales and services contribute $21.6 billion annually to Washington’s economy and the recreation industry provides nearly 200,000 jobs in the state. Tourism and recreation businesses provide an estimated 18% of the jobs in Whatcom County and 17% in Skagit. Based on visits in the North Fork Nooksack alone, it is estimated that recreationists invest two to three million annually in the economy.

“The upper Nooksack provides in many aspects a way for me to balance my mind and life. It is one of the largest sources of enjoyment I find in my life. I intend to raise my family with this natural resource as a cornerstone.”

- Survey Participant
"I love the natural setting of the upper Nooksack – beautiful rivers and streams surrounded by dense forests and towering peaks. The number of outdoor activities one can participate in within the upper Nooksack watershed - from whitewater kayaking to mountain biking to skiing, hiking and watching wildlife – is truly outstanding and is one of the major reasons why I choose to live in this part of the state."

– Survey Participant

“The canyon stretch of the North Fork is one of the most outstanding rivers I have ever paddled. It is by far my favorite run. It has a remote wilderness setting in pristine glacial water and the class III rating is easily within my ability. I lived in Bellingham for 12 years and now live in Spokane. I still come to paddle the Nooksack every summer.”

– Survey Participant
"The Salmon Ridge trail system is the only groomed cross-country ski area in NW WA. The scenic views from White Salmon Road of the mountains are unmatched in other Snow-Parks in the state." – Survey participant

"I'm constantly amazed that, living in a fairly densely populated area, we can, within an hour, hike in relative solitude with both microcosmic and macrocosmic views that are some of the most beautiful in the world. We are lucky to have had the foresight to take care of these areas." – Survey Participant
Early Implementation

Actions:

a. Improve recreation access and management at three public sites along the upper North Fork River and Mt. Baker Highway
b. Create a river access site near Maple Falls
c. Extend the length of time the Douglas Fir Campground is open in the fall and spring seasons
d. Expand interpretation and education programming and signage
e. Formalize the existing Gallup Creek take-out by defining parking and installing signage
f. Support the development of the Maple Creek Park Trailhead
g. Develop a water trail/blue trail and river guide for the North Fork Nooksack River
h. Remove the Middle Fork Dam and design access for boaters at the newly restored site
i. Determine the feasibility of creating a bridge for hikers and equestrians along the Middle Fork Trail
j. Strengthen suction dredging regulations and enforcement
k. Promote safer off-highway alternatives in the upper North Fork Nooksack River reach.
Goals and Recommendations

Five goals emerged as a result of the planning process. Below is a description of each goal and the broad recommendations supporting them. Recommendations for specific sites are highlighted on the map.

**Goal 1: Enhance Coordination of Recreation Management with Protection and Recovery of Natural and Cultural Resources**

When land and natural resource managers work cooperatively with recreation user groups, everyone benefits from a shared vision of protection and use of resources. The upper Nooksack River basin is highly valued by the community as a unique, intact river ecosystem. It is imperative that recreation activities are conducted consistent with protecting and restoring the area’s natural and cultural resources. Recreation management can help protect and assist with restoration of natural and cultural resources by directing users to appropriate sites that can accommodate use and are away from sensitive resources.

- Support efforts to manage the river to ensure that the outstandingly remarkable values identified in Wild and Scenic River studies are protected and enhanced.
- Continue and expand opportunities for partnerships and collaboration on recreation management amongst agencies, the tribes, and nonprofit organizations.

**General Recommendations:**

- Support on-going and increased restoration work for salmon habitat and land management decisions that enable habitat processes to recover.
- Protect the river from new dam development.
- Expand opportunities for volunteer and citizen scientist engagement to support data collection for fish and wildlife species while also fostering stewardship amongst recreationists and visitors in the area.
The Seven Leave No Trace Principles:

1. Plan Ahead and Be Prepared
2. Travel and Camp on Durable Surfaces
3. Dispose of Waste Properly
4. Leave What You Find
5. Minimize Campfire Impacts
6. Respect Wildlife
7. Be Considerate of Others

Goal 2: Provide Quality Public Information and Education Opportunities

Information and education can enrich the experiences of visitors and foster a sense of stewardship. Recreation user education and stewardship ethics have been shown to greatly reduce resource impacts. Implementing stewardship messages such as Leave No Trace Principles can help protect the natural environment. Visitor education programs recognize that most impacts are not from malevolent acts, and instead result from inattentiveness to the outcomes of one's actions or lack of knowledge of appropriate low-impact behaviors. Interpretive and environmental education can be part of the solution for educating recreationists and the next generations of visitors to come.

General Recommendations:

- Enhance information on recreation areas and appropriate recreational behavior through signage, brochures, seasonal information booths, and websites. Post the Leave No Trace Principles to spur stewardship and responsible recreation user behavior.
- Create, support, and expand interpretive and stewardship programs about natural resources.
Goal 3: Maintain and Protect Current Recreation Diversity and Access

Protecting and maintaining current access is necessary for the continued enjoyment of the stunning scenery, fascinating wildlife, and diverse recreation opportunities the Nooksack River watershed provides. Yet maintaining access roads to trailheads and other recreational sites is becoming more difficult here in the Pacific Northwest. Shifting hydrologic regimes have increased the rates of flooding, landslides, and road wash-outs. Limited budgets force land managers to prioritize which roads to maintain and which to close. Adequately maintaining these roads to a level that prevents sediment from entering waterways is critical to fishery resources as well.

General Recommendations:

- Retain roads and trails that provide critical access to outdoor recreation and ensure they are both safe to travel and adequately maintained to prevent damage to aquatic resources and provide enjoyment by the recreating public.
- Collaborate with public agencies on travel management plans to ensure recreation values and access issues in the Nooksack River basin are addressed.
- Encourage more partnerships with volunteer and user groups for road and trail maintenance. Streamline the process to become a volunteer so that it is easier and more user friendly.

“Views of Mt Baker are unique! Eagle watching! Cold water swimming! Nothing like it anywhere else on the west side of the Cascades. Snow comes earlier and leaves later; total snowfall higher; makes for awesome waterfalls and ponds and the salmon! The mushrooms, and of course, pikas, marmots, birds!”

— Survey Participant
Goal 4: Coordinate, Design, and Formalize Safe River Access

Safe access to water recreation has been identified as a top need by the residents of Whatcom and Skagit Counties. The upper Nooksack River basin provides three distinct, dynamic river systems, and recreationists are drawn to these waters for whitewater boating, fishing, wildlife watching, picnicking, camping, relaxing, and connecting with nature. Better management and designation of access sites can direct users to appropriate sites and away from sensitive resources. This can help protect resources and improve the safety and experience of recreation users.

General Recommendations:

- Collaborate with public, non-profit organizations, business owners, timber companies, and willing private partners to provide more walk-in river access sites for anglers, wildlife watchers, and boaters.
- Designate appropriate river access sites with defined parking, signage, and sanitation facilities that are designed to meet low impact facility standards.

“...the Nooksack River is really one of Washington’s gems. Nestled at the base of the North Cascades mountain range, this beautiful river supports all five species of Pacific salmon, in addition to steelhead and cutthroat trout. There aren’t too many places where you can see all five species of salmon, and it is amazing to me that they all live right here in my backyard! The hiking in the watershed is spectacular, as is the whitewater rafting. The river corridor also provides a lot of fantastic campsites and just really tremendous scenery all around. Tall green trees, waterfalls, eagles, and salmon - this is what I want to see when I get out in nature and the Nooksack watershed has it all.” – Survey Participant

“The Nooksack provides year round whitewater kayaking, which is very rare to find. Also it provides access to all skill levels, beginning to expert!” – Survey Participant
Goal 5: Plan and Create Sustainable Trail Opportunities and Trail Connectivity

Trails provide opportunities for walking, enjoying views, jogging, hiking, snowshoeing, cross-country skiing, bicycling, horseback riding, access for fishers and more. Trails also provide alternatives to roads and vehicle travel, thereby providing added value of safety while decreasing traffic congestion and pollution. Trails provide exercise for recreationists while at the same time provide a more intimate appreciation of nature. Trails should link recreation resources and communities, when possible, thus allowing people to easily access and experience the upper Nooksack Basin.

General Recommendations:
- Coordinate, plan, and create new opportunities for sustainable trail development and enhance existing facilities.
- Locate new trails away from riparian area and wetlands to the greatest extent possible to avoid impacts to riparian and aquatic resources.
- Enhance existing trail systems and address sanitation concerns by providing restrooms at popular trailheads.
- Promote safer off-highway trail alternatives in the Upper North Fork River Reach.

"The tranquility and relative ease to get away from the population will always rank highest in my experience rating. The terrain is impossible to replicate and the views are amazing." – Survey Participant
Implementation

Over eighty recommendations were identified to help meet conservation and recreation goals. These actions are intended to improve visitor experience, minimize conflict, protect natural and cultural resources, and enhance awareness of the river and its recreation resources.

IMPLEMENTATION of the Plan’s recommendations is contingent on voluntary actions, planning, and funding availability. It is envisioned that recreationists, non-profits, conservation groups, and agency and resource managers will all work together to help implement the Plan and seek out funding sources.

The eleven early implementation actions highlighted below are intended to be initiated and even completed within one to five years. More detail on these recommended actions and other recommendations can be found in the plan document.

a. Improve recreation access and management at three public sites along the upper North Fork River and Mt. Baker Highway including:
   i. Add educational signage and create barriers to limit vehicular access to the bed and bank of the river near Razorhine Road
   ii. Create an accessible trail and better launch area at the Upper Horseshoe Bend River Access site
   iii. Improve the Warnick Bridge River Access Site by creating a defined parking area and signage
b. Create a river access site near Maple Falls

c. Extend the length of time the Douglas Fir Campground is open in the fall and spring seasons
d. Expand interpretation and education programming and signage

e. Formalize the existing Gallup Creek kayak access site by defining parking and installing signage
f. Support the development of the Maple Creek Park Trailhead
g. Develop a water trail/blue trail and river guide for the North Fork Nooksack River
h. Remove the Middle Fork Dam and design access for boaters at the newly restored site
i. Develop a feasibility plan for bridging the Middle Fork for hikers and equestrians to restore access to the Elbow Lake and Ridley Creek Trails
j. Strengthen suction dredging regulations and enforcement for salmon protection
k. Promote safer off-highway trail alternatives in the upper North Fork Nooksack River reach

The USFS manages a put-in site for boats near Douglas Fir Campground, but a public take-out is not currently available. One of the early action items is to create a take-out site near Maple Falls.
Acknowledgments

Special thanks to our Advisory Committee members and supporters.

Photo Credits
1 – Rafting along the North Fork Nooksack River – Wild and Scenic River Tours
2 – North Fork Nooksack River and Mt. Shuksan – Bonnie Rice
3 – North, Middle, South Forks Nooksack – Wendy McDermott
4 – Focus Group Workshop – Wendy McDermott
5 – Hiking – Rich Bowers
6 – Fishing – Scott Willson
7 – Nooksack Falls – Rich Bowers
8 – Rafting the Canyon Run – Bonnie Rice
9 – Rush Creek – Rich Bowers
10 – Sylite Ridge Trail – Rich Bowers
11 – Horseback Riding – Rich Ruhl
12 – Mt. Baker – Rich Bowers
13 – Snowshoeing – Rich Bowers
14 – Bald Eagle – Rich Bowers
15 – Interpretation Programming – Nooksack Salmon Enhancement Association
16 – Salmon – Rich Bowers
17 – Fishing – Scott Willson
18 – Horseshoe Bend Put-in – Thomas O’Keefe
19 – Salmon Ridge Trail System – Bud Hardwick
20 – Hiking – Todd Elsworth
21 – Maple Falls – National Park Service
22 – Sky crews working on the Pacific Northwest National Scenic Trail – Jon Knechtel
23 – Horseshoe Bend – Thomas O’Keefe
24 – North Fork Nooksack – Wendy McDermott
25 – North Fork Nooksack River – Thomas O’Keefe
A full copy of the plan can be found in the Council Office
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
A Resolution Approving Recommendations on Applications for Open Space Current Use Assessment

**ATTACHMENTS:**
Cover Memo, Draft Resolution, Planning Commission Facts & Findings;
Excerpts From Planning Commission June 25, 2015 Work Session Draft Minutes; Staff Report; Maps; Photos; and other Background Documents.

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes (X) No</th>
<th>Should Clerk schedule a hearing?</th>
<th>(X) Yes ( ) No</th>
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<tr>
<td>SEPA review completed?</td>
<td>( ) Yes N/A</td>
<td>Requested Date: August 4, 2015</td>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** In accordance with Whatcom County Code, Section 3.28.020 which establishes procedures for processing applications for open space current use taxation, PDS staff is forwarding recommendations made by the Whatcom County Planning Commission to the County Council on whether to approve in whole or in part or deny three applications for open space current use assessment as authorized under the Open Space Taxation Act (Chapter 84.34 RCW). The land that is the subject of these applications is located entirely within unincorporated Whatcom County, and pursuant to RCW 84.34.037 the County Council (county legislative authority) is the granting authority on these applications.

A draft resolution has been prepared that reflects recommendations made by the Planning Commission, and this resolution is attached for review by the County Executive and County Council. PDS staff is proposing to present a brief overview on the subject applications to Council Natural Resources Committee on August 4, 2015 with a required public hearing to follow, the evening of the same day.

* Distribution Request: Assessors Office – Lauren Smith

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
7/21/2015: Introduced 6-0, Mann absent

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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<tbody>
<tr>
<td></td>
<td>OS2015-1</td>
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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.
MEMORANDUM

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

THROUGH: J.E. “Sam” Ryan, Planning & Development Services, Director

FROM: Erin Osborn, Planner

DATE: July 6, 2015

SUBJECT: 2015 Open Space Current Use Assessment Applications

Presented here for your consideration is an attached packet containing recommendations from the Planning Commission and PDS staff on whether to approve in whole or in part, or deny three applications to classify land as “Open Space Land”, for the purposes of taxation as authorized under Chapter 84.34 of the Revised Code of Washington (RCW).

The subject applications are all located on lands within the jurisdiction of unincorporated Whatcom County, and pursuant to RCW 84.34.037, the Whatcom County Council (county legislative authority) is the granting authority on these applications.

At a June 25th 2015 Work Session, the Whatcom County Planning Commission voted unanimously to recommend that the County Council approve all of the applications (subject to the same conditions as staff with one exception): one applicant (Balolalia) has requested that the Council waive the normal public access that is typically required. The Planning Commission voted to require public access, and staff is supporting the applicant’s request that the Council waive this requirement, for a number of reasons that are thoroughly addressed in the staff report and in Planning Commission Findings and Recommendations.

Staff is proposing to present a brief overview on the subject applications in Council Natural Resources Committee on August 4, 2015, with a required public hearing to be held by the full Council, the evening of the same day.

A draft resolution has been prepared for your review that reflects recommendations made by the Planning Commission.

Please contact me if you have any questions.

Thank you.
RESOLUTION NO: ______________

APPROVING RECOMMENDATIONS ON APPLICATIONS FOR
OPEN SPACE CURRENT USE ASSESSMENT

WHEREAS, The Open Space Taxation Act, codified as Chapter 84.34 RCW, gives counties authority to approve applications for current use classification and reclassification for the following classifications: Open Space Land (Farm & Agricultural Conservation Land), Farm and Agricultural Land, and Timber Land; and

WHEREAS, Pursuant to Whatcom County Code, Section 3.28.020, in pertinent part, applications for the classification of Open Space Land and its sub-classification Farm & Agricultural Conservation Land are received and evaluated by Whatcom County Planning and Development Services Department staff, and the results of this evaluation are then presented to the Whatcom County Planning Commission for their review and consideration in making recommendations to the County Council on whether to approve the applications in whole or in part or deny such applications; and

WHEREAS, Pursuant to RCW 84.34.055 and WAC 458-30-330 Whatcom County has adopted “Open Space Policies and Criteria and Public Benefit Rating System” (PBRS) by Ordinance No. 1995-040, which is used by staff to rate applications for Open Space Land and its sub-classification, Farm & Agricultural Conservation Land; and

WHEREAS, Applications for Open Space Land and Farm & Agricultural Conservation Land are evaluated with the PBRS and assigned a Public Benefit Rating (PBR) that corresponds with a staff recommendation of approval or denial, and must receive a score of 45 or above for a staff recommendation of approval; and

WHEREAS, In accordance with the Whatcom County PBRS, public access is a condition of approval for Open Space Land applications, except that this requirement may be waived by the Council in certain circumstances, such as
when the purpose of the classification is for the conservation of wetlands; or when there is a documented occurrence of: State or Federal Threatened Endangered Species, Federal Proposed Endangered or Threatened Species, State Sensitive or Monitor Species; or when there is a known or potentially significant archaeological site; and

WHEREAS, Whatcom County terminated its Open Space Timber Land Program under Whatcom County Ordinance 2014-055, merging it with its Designated Forest Land program administered by the County Assessor under Chapter 84.33 RCW; and

WHEREAS, On June 25, 2015, the Whatcom County Planning Commission held a work session and considered staff recommendations, asked clarifying questions from applicants or their agents who were present on applications referenced in Master File Number OS2015-1, and after deliberations on each application voted unanimously that the Whatcom County Council should approve each of the three applications subject to specific conditions; and

WHEREAS, Pursuant to RCW 84.34.037, applications to classify or reclassify lands that are located entirely within unincorporated Whatcom County are approved or disapproved by the County Council acting as the granting authority; and

WHEREAS, Pursuant to RCW 84.34.037, applications which are in an area subject to a comprehensive plan shall be acted upon in the same manner in which an amendment to the comprehensive plan is processed, which includes review by the Whatcom County Planning Commission, and prior to approval by the County Council acting as granting authority, a public hearing must be held; and

WHEREAS, the Whatcom County Council held a public hearing on the subject applications; and

WHEREAS, Pursuant to WAC 197-11-800(6)(c), matters relating to Open Space Current Use Assessment are categorically exempt from environmental review under the State Environmental Policy Act (SEPA); and

WHEREAS, Pursuant to RCW 36.70.390, the statutory requirements regarding legal notice for public hearings have been met; and

WHEREAS, The County Council has adopted the following Findings of Fact and Reasons for Action:

1. In 2014, Whatcom County Planning and Development Services received three applications to classify land as “Open Space Land” under the open space current use program as authorized by the Open Space Taxation Act, Chapter 84.34 RCW on lands located within the jurisdiction of Whatcom County. These applications were processed in one group under Master File Number OS2015-1.
2. The three applications referenced in Master File No. OS2015-1 are for the classification of Open Space Land (OSL). Upon receipt of these applications, Planning and Development Services staff contacted applicants to further discuss details of each proposal, and following site visits to each location evaluated the applications with the 1995 Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (PBRS).

3. Staff prepared a report for the Whatcom County Planning Commission with recommendations on whether to approve in whole or in part or to deny these applications based on review with the applicable evaluation criteria and scores assigned. This report was presented to the Whatcom County Planning Commission and to members of the public who were present at the Whatcom County Planning Commission meeting work session held on June 25, 2015. This report was also sent to individual applicants prior to the meeting in both hard copy and by email, and it was also posted to the Planning Commission webpage on the Whatcom County website.

4. At the June 25, 2015 Planning Commission Work Session, staff gave a brief introductory overview presentation on the Open Space Current Use Program, its statutory and local authority, a brief overview on history of the Open Space Taxation Act, and outlined the respective roles of Planning Commission, County Council, County Assessor’s Office, and PDS staff in reviewing and approving these type of applications. Staff explained that although the Open Space Taxation Act authorizes three different open space classifications: 1) “Open Space Land (including its sub-classification, “Farm and Agricultural Conservation Land”); 2) “Farm and Agricultural Land”; and 3) “Timber Land”, PDS no longer receives and processes applications for “Timber Land” because of legislative action taken by the Whatcom County Council in October 2014 which terminated that program, merging it with the Designated Forest Land program administered by the County Assessor’s Office (WC Ordinance 2014-055).

5. As part of this overview presentation, staff noted that decisions made to approve or deny applications authorized under the Open Space Taxation are reviewable (by Superior Court) only for “arbitrary & capricious actions”.

6. Staff also noted that based on earlier Planning Commission suggestions, and pursuant to 2013 direction from the County Council and County Executive, a preliminary draft report was prepared by staff to summarize the PDS Open Space Current Use Program, analyze various issues in program administration, and recommend a number of key areas for program improvement, and that this report (dated December 6, 2013) was submitted to PDS management and the County Executive. Staff indicated that although there are no immediate plans to initiate an update to the PBRS, PDS staff has proposed a new policy in Chapter 2, Land Use of the Whatcom County Comprehensive Plan that encourages consideration of a future update to the PBRS, and that this proposed new policy is currently under review as part of the 2016 - 8 Year Periodic Review and Update of the Whatcom County Comprehensive Plan.

7. Pursuant to the PBRS, a primary role of the Planning Commission is to consider the “tax shift” when making its recommendations to the County
Council as to whether an application should be approved or disapproved. Staff gave a very brief overview of the "tax shift", and explained how when land is approved for classification as Open Space Land it is assessed for tax purposes on the basis of its "current use" and because this "current use" value is generally lower than fair market value, the assessed value of the particular property approved for classification is reduced, and this also reduces the overall assessed value of real property in a certain geographic area, thereby affecting those taxing districts with authority to levy taxes in that area. If aggregate assessed property values in a certain area decrease, levy rates generally increase, and this ensures that the budgets of those districts with taxing authority in the particular geographic area, are met. The increase in each particular taxing districts’ ‘levy rate’ will have an effect on all property owners who are subject to the same taxing district levy as that of the application being approved.

8. Upon conclusion of staff overview on the Whatcom County PDS Open Space Current Use Program, staff presented each individual application referenced in Master File OS2015-1, pausing to answer questions from commissioners. Commissioners deliberated on each application following staff’s presentation, and then voted on recommendations. Although not a public hearing because the County Council will hold a public hearing on these applications, Commissioners opened up the meeting for public comment, and considered these comments during their deliberations.

9. Staff recommended approval on the first application for Open Space Land (Balolia) [OSP2015-00001] consisting of 48.04 acres on three different parcels. It was noted that because one of the parcels contained a residence (although abandoned), acres eligible for classification as open space land would be limited to the land only, and therefore one acre upon which the abandoned residence is situated was removed from application review bringing the total acres under review for the Open Space Land classification to 47.04 acres. Staff recommendation of approval on this application was based on an assigned Public Benefit Rating (PBR) score of 45 points or higher which, pursuant to Whatcom County Open Space Policies and Criteria and Public Benefit Rating System (PBRS) is consistent with a staff recommendation of approval.

10. Staff noted that the land in the Balolia application is located in the Lake Whatcom Watershed, which is a Whatcom County Transfer of Development Rights (TDR) "sending area". During this discussion Commissioners noted a typographical error on the PBRS rating sheet and staff clarified that as noted in the staff report, the site is subject to a Comprehensive Plan designation of Rural with Rural zoning establishing maximum density at one dwelling unit per five acres. Staff also noted that the applicant had pre-certified transfer of development rights on a number of contiguous parcels including one of the subject parcels, pursuant to WCC 20.89 – Density Transfer Procedure. Staff explained that although certified to authorize such a transfer, no density had yet been transferred to a "Receiving Area" (which includes all County URMX zones except Bennett Drive).

11. Staff also noted that Washington State Department of Fish and Wildlife (WDFW) Priority Habitat and Species were identified on the site, along with riparian habitat associated with a fish bearing stream with a known
distribution of Resident Coastal Cutthroat Trout, and that a State Candidate Species is also documented as present (Northern Goshawk) according to WDFW mapping. Staff provided Commissioners with a WDFW 2015 hand-out with additional information about status of Washington State and Federal species. Members of the public asked how staff arrives at determinations as to whether or not such species are present on any particular site. Staff indicated that in addition to other resources, staff relies on WDFW studies and maps, including WDFW Priority Habitat and Species (PHS) program information and maps. Staff noted that the applicants were proposing that classification of the land as "open space land" would enhance preservation of shorelines, preserve mature conifers and deciduous species, protect native species, and protect soils and water quality in the Lake Whatcom Watershed. Staff also noted that the one of the parcels in the application is subject to a split Rural/Conservancy Shoreline designation under the Whatcom County Shoreline Management Program on Lake Whatcom. Commissioners asked whether the three parcels of the Balolia application could be evaluated separately. Staff indicated that the three parcels were part of one application, and that staff opinion was that had they been rated separately, that the overall public benefit rating would be the same.

12. After evaluating the application with the PBRS, staff assigned it a public benefit rating (PBR) of 65.6. Staff indicated that if the application were to be approved, the difference between its assessed ‘fair market’ value compared to its valuation on the basis of its ‘current use’ would result in an estimated tax shift of approximately $11,834.00 per year (on the basis of 2014 fair market value per acre).

13. The Balolia application included a request that the County Council waive the PBRS public access requirement. Staff noted that the Balolia application would normally have received a higher public benefit rating if the applicant had proposed a “certain degree of public access”, but even without public access proposed, the application received a PBR rating (65.6) that is consistent with a staff recommendation of approval.

14. Staff generally supported the applicants request that the PBRS requirement for public access be waived by the County Council because: the site contains Washington State Department of Fish and Wildlife Priority Habitat and Species (Resident Cutthroat Trout); and a State Candidate species (Northern Goshawk) has been documented on the site; and because of the sites’ proximity to a State and Federal Threatened Species (Marbled Murrelet) located on the adjacent shore of Lake Whatcom. In addition, pursuant to the Washington State Open Space Taxation Act, the County Council as Granting Authority has authority to approve applications subject to special conditions, and the County’s PBRS specifies that the County Council may waive the PBRS requirement of public access under certain circumstances, including the presence of a documented occurrence of a State or Federal Endangered, Threatened or Sensitive Species, or when the purpose of classification is to preserve wetlands or historical or cultural sites; and because on occasions in the past the County Council has exercised its discretion broadly when making decisions to waive public access requirements, especially when (as in this case) an owner/applicant does not reside on the premises or maintain an onsite presence, and when site conditions are such that the public may be
exposed to public health and safety risks; and because in this case the site contains an abandoned residence in a state of disrepair, and finally, because the site is located adjacent to an outdoor recreational camping facility for youth (Camp Firwood), which might generate unauthorized or unmonitored ‘exploration’ of the site by youth, thereby increasing risk of potential danger to the public, and/or liability to the property owner.

15. After some discussion amongst Commissioners exploring various viewpoints, and after considering additional input from staff and the public, Planning Commissioners concluded that the benefits of public access to the site would likely outweigh potential risks to public health and safety, provided that public access to sensitive or priority wildlife habitat is reviewed by a Wildlife Biologist. Commissioners voted unanimously to recommend that the County Council approve the entire Balolia application for Open Space Land as described in the staff report and File No. OSP2015-00001 (subject to a correction in the evaluation sheet, as noted in above Finding No. 10) and as a condition of approval requiring public access; provided that public access to sensitive or priority habitat be reviewed by a Wildlife Biologist.

16. Staff recommended approval on the second application for Open Space Land (Purviance) [OSP2015-00002] consisting of 5.59 acres of a 6.59 acre parcel located within the urban growth area reserved for City of Bellingham’s future growth. This recommendation of approval was based on an assigned Public Benefit Rating (PBR) score of 45 points or higher which, pursuant to Whatcom County Open Space Policies and Criteria and Public Benefit Rating System (PBRS) is consistent with a staff recommendation of approval.

17. Staff noted that with the exception of driveway, residence and garden area, that the Purviance land is almost completely vegetated with mature conifers and deciduous species, and native understory, providing habitat to a number of terrestrial mammals, amphibians, birds. The towering canopy shelters wildlife and regulates temperatures in a seasonal stream, and offers visually pleasing scenery to travelers on Aldrich Road. The site is also used for an offsite stormwater facility that serves adjacent commercial development, utilizing the seasonal stream bed for overflow and drainage.

18. Proposed public access to the Purviance property was discussed verbally during a site visit, and later confirmed with a public access statement and proposed rules of public conduct submitted in writing by the applicant. Public access proposed by the applicant is to make the site available to individuals or small groups for the purpose of scientific study or educational opportunities by appointment. Per the applicant there is proposed off-street parking that will accommodate up to four cars, and an open space sign could be posted as shown on the maps on file under OSP2015-00002 near the property entrance at 4431 Aldrich Road.

19. After evaluating the application with the PBRS, staff assigned it a public benefit rating (PBR) of 68.8. Staff explained that if the application were to be approved, the difference between its assessed ‘fair market’ value compared to its valuation on the basis of its ‘current use’ would result in
an estimated tax shift of approximately $1,512.00 per year (on the basis of 2014 fair market value per acre).

20. Commissioners discussed how approving applications for the classification of open space land might impact the affordability of housing in that such approval would shift taxes to land upon which such affordable housing might be located. Staff noted that pursuant to the Open Space Taxation Act applications for open space land are required to be reviewed in a similar manner as a county’s comprehensive land use plan, and that “Housing” is one element of the Whatcom County Comprehensive Plan. However, through their discussion, Commissioners recognized that the existing PBRS does not contain specific criteria for considering whether or not such approvals might impact housing affordability, and therefore such consideration would not be a criterion upon which to base a recommendation at this time.

21. Commissioners also discussed future trail routes (in the preliminary design and planning stage) to be located between Aldrich Road and the Cordata area, but concluded that this particular site might not be an appropriate linkage to support that particular trail corridor as envisioned. Planning Commissioners generally concluded that the public benefit of classifying this land would be in the public interest relative to the tax shift in that it would serve to provide public access to and further protect priority Palustrine habitat. Commissioners voted unanimously to recommend that the County Council approve the Purviance application subject to the conditions recommended in the staff report and as described in File No. OSP2015-00002.

22. Staff recommended approval on the third application for Open Space Land (Bar Rental LLC) [OSP2015-00003] consisting of 4.54 +/- acres within the urban growth area reserved for City of Bellingham future growth. This recommendation of approval was based on an assigned Public Benefit Rating (PBR) score of 45 points or higher, which pursuant to Whatcom County Open Space Policies and Criteria and Public Benefit Rating System (PBRS) is consistent with a staff recommendation of approval.

23. Staff noted that the proposal was to classify 4.54 +/- acres of a 7.89 acre parcel that is completely vegetated with a mixed deciduous forest, native understory and delineated wetlands that provides wildlife habitat and serves as a buffer between areas of human habitation and built environment. The site is contiguous to an existing commercial parking lot that serves neighboring Bellingham International Airport customers.

24. Proposed public access to the Bar Rental LLC property was discussed verbally during a site visit, and later confirmed with a public access statement and proposed rules of public conduct submitted in writing by the applicant’s Agent. The proposal is that the applicant would make the site available to individuals or small groups by appointment for the purpose of scientific study or educational opportunities by appointment. In addition the applicant proposed to construct an unpaved loop trail around the delineated wetlands subject to approval under Whatcom County Critical Areas Ordinance (WCC 16.16). The applicant proposes to make opportunities available to youth or scouting groups to develop and maintain the proposed trail, and also proposes to be available to offer
information about the offsite wetland mitigation banking process that was successfully utilized in developing the commercial parking lot area on the larger parcel. Per the applicant there is dedicated off-street parking to accommodate up to two cars, and additional off-street parking would be made available by special arrangement. The required Open Space Sign was proposed to be installed adjacent to the proposed trail head accessed from the interior of the commercial parking area as shown on the maps on file under OSP2015-00002.

25. After evaluating the application with the PBRS, staff assigned it a public benefit rating (PBR) of 71.38. Staff noted that if the application were to be approved, the difference between its assessed ‘fair market’ value compared to its valuation on the basis of its ‘current use’ would result in an estimated tax shift of approximately $3,419.00 per year (on the basis of 2014 fair market value per acre).

26. Commissioners generally concluded that the public benefit of classifying the Bar Rental LLC land would be in the public interest relative to the tax shift in that public access to the site would provide a public benefit. Commissioners voted unanimously to recommend that the County Council approve the Bar Rental LLC application subject to the conditions recommended in the staff report and as described in File No. OSP2015-00003.

27. On July 6, 2015, Planning & Development Services staff prepared a report on behalf of the Planning Commission containing Facts, Findings, and Reasons for Action on all applications referenced under OS2015-1, and this report was reviewed for accuracy and signed by the Planning Commission Chair and Planning Commissioner, Secretary.

28. On July 6, 2015, Planning & Development Services prepared an Agenda Bill, Draft Resolution and attachments including all relevant information on file in regards to the subject applications referenced under OS2015-1, and forwarded this to the Whatcom County Council. The agenda bill requested that the draft resolution be scheduled for introduction at the regularly scheduled Council Meeting to be held on July 21 2015, and also included a request for a public hearing to be scheduled on August 4, 2015.

29. On July 21, 2015, the Whatcom County Council voted to introduce a draft resolution prepared for Council action on applications referenced in File No. OS2015-1 for a future Council meeting and public hearing date.

30. A public hearing was scheduled to take place before the County Council on applications referenced in File No. OS2015-1 at the Council's regularly scheduled evening meeting held on August 4, 2015. Notice of this public hearing was published in the Bellingham Herald prior to the hearing. In addition, Applicants were sent a letter by US Mail stating that on August 4, 2015 a public hearing would be held on their individual applications.

31. On the morning of August 4, 2015 Whatcom County Council Natural Resources Committee considered recommendations from PDS staff and recommendations from the Planning Commission forwarded by staff on all applications referenced under File No. OS2015-1.
32. On the evening of August 4, 2015, the Whatcom County Council held a public hearing on all applications referenced under File No. OS2015-1, and after considering all relevant information, and after considering input from the public, voted on recommendations as to whether to approve in whole or in part or deny the subject applications:

NOW, THEREFORE, BE IT RESOLVED BY THE WHATCOM COUNTY COUNCIL:

1. Recommendations on applications for open space current use assessment referenced in Master File Number OS2015-1 listed below are hereby approved subject to conditions and applicable scores as noted herein:

**Open Space Land (OSL)**

**OSP2015-00001 – Neila & Shiraz Balolia**

New application to classify property as Open Space Land (47.04 OSL acres)

**1728 Lake Whatcom Boulevard**

Parcel A: GEO ID: 370408 382169 0000: = 19.48 Open Space Land application acres (19.48 total parcel acres)
Parcel B: GEO ID: 370408 387072 0000: 21.2 Open Space Land application acres (21.2 total parcel acres)
Parcel C: GEO ID: 370409 011163 0000: 6.36 Open Space Land application acres (7.36 total parcel acres)

**PBR 65.6**

ESTIMATED SHIFT IN TAXES IF APPROVED: $11,834.00

**Approval:** subject to the following conditions:

1. Public Access Required: Provided, that public access to sensitive or priority wildlife habitat be reviewed by a Wildlife Biologist
2. Posted Open Space Sign near the property entrance at 1728 Lake Whatcom Boulevard, visible to road users
3. All uses of the land must be compatible with the purposes of the Open Space Land classification as approved and as described in File No. OSP2015-00001
4. Hold Harmless Agreement
OSP2015-00002 – Sara L. Purviance

New application to classify property as Open Space Land (5.59 OSL Acres)
4431 Aldrich Road

GEO ID: 380211 527492 0000: 5.59 Open Space Land application acres (6.59 total parcel acres)

PBR 68.8

ESTIMATED SHIFT IN TAXES IF APPROVED: $1,512.00

Approval, subject to the following attached special conditions:

1. Public Access Required: To individuals or small groups by appointment in accordance with the owners Public Access Statement referenced File No. OSP2015-00002
2. Posted Open Space Sign near the property entrance at 4431 Aldrich Road, visible to road users
4. All uses of the land must be compatible with the purposes of the Open Space Land classification as approved and as described in File No. OSP2015-00002
5. Hold Harmless Agreement

OSP2015-00003 – Bar Rental LLC

New application to classify property as Open Space Land
3909 Bennett Drive

GEO ID: 380214 193464 0000: 4.54 +/- Open Space Land application acres; (7.89 total parcel acres)

PBR 71.38

ESTIMATED SHIFT IN TAXES IF APPROVED: $3,419.00

Approval, subject to the following attached special conditions:

1. Public Access Required: To individuals or small groups by appointment in accordance with the owners Public Access Statement referenced File No. OSP2015-00003
2. Posted Open Space Sign at 3909 Bennett Drive adjacent to the proposed trail head accessed from the interior of the commercial parking area as shown on the maps on file under OSP2015-00002
4. All uses of the land must be compatible with the purposes of the Open Space Land classification as approved and as described in File No. OSP2015-00003
5. Hold Harmless Agreement

2. The Whatcom County Council directs the Assessor to place the above referenced parcels into the appropriate open space current use classification.

3. Adjudication of invalidity of any of the sections, clauses, or provisions of this resolution shall not affect or impair the validity of the resolution as a whole or any part thereof other than the part so declared to be invalid.

APPROVED this __________ day of ______________________, 2015

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis
Clerk of the Council

Carl Weimer
Council Chair

APPROVED AS TO FORM:

______________________________
Civil Deputy Prosecutor
WHATCOM COUNTY PLANNING COMMISSION
FINDINGS OF FACT, REASONS FOR ACTION, AND RECOMMENDATIONS

Applications for Open Space Current Use Assessment
Master File Number OS2015-1

THE WHATCOM COUNTY PLANNING COMMISSION ENTERS THE FOLLOWING
FINDINGS OF FACT, REASONS FOR ACTION, AND RECOMMENDATIONS:

FINDINGS OF FACT AND REASONS FOR ACTION

1. In 2014, Whatcom County Planning and Development Services received
three applications to classify land as “Open Space Land” under the open
space current use program as authorized by the Open Space Taxation
Act, Chapter 84.34 RCW on lands located within the jurisdiction of
Whatcom County. These applications were processed in one group
under Master File Number OS2015-1.

2. The three applications referenced in Master File No. OS2015-1 are for
the classification of Open Space Land (OSL). Upon receipt of these
applications, Planning and Development Services staff contacted
applicants to further discuss details of each proposal, and following site
visits to each location evaluated the applications with the 1995
Whatcom County Open Space Policy and Criteria and Public Benefit
Rating System (PBRS).

3. Staff prepared a report for the Whatcom County Planning Commission
with recommendations on whether to approve in whole or in part or to
deny these applications based on review with the applicable evaluation
criteria and scores assigned. This report was presented to the Whatcom
County Planning Commission and to members of the public who were
present at the Whatcom County Planning Commission meeting work
session held on June 25, 2015. This report was also sent to individual
applicants prior to the meeting in both hard copy and by email, and it
was also posted to the Planning Commission webpage on the Whatcom
County website.

4. At the June 25, 2015 Planning Commission Work Session, staff gave a
brief introductory overview presentation on the Open Space Current Use
Program, its statutory and local authority, a brief overview on history of
the Open Space Taxation Act, and outlined the respective roles of
Planning Commission, County Council, County Assessor's Office, and
PDS staff in reviewing and approving these type of applications. Staff
explained that although the Open Space Taxation Act authorizes three
different open space classifications: 1) "Open Space Land (including its
sub-classification, “Farm and Agricultural Conservation Land”); 2) “Farm and Agricultural Land”; and 3) “Timber Land”, PDS no longer receives and processes applications for “Timber Land” because of legislative action taken by the Whatcom County Council in October 2014 which terminated that program, merging it with the Designated Forest Land program administered by the County Assessor’s Office (WC Ordinance 2014-055).

5. As part of this overview presentation, staff noted that decisions made to approve or deny applications authorized under the Open Space Taxation are reviewable (by Superior Court) only for “arbitrary & capricious actions”.

6. Staff also noted that based on earlier Planning Commission suggestions, and pursuant to 2013 direction from the County Council and County Executive, a preliminary draft report was prepared by staff to summarize the PDS Open Space Current Use Program, analyze various issues in program administration, and recommend a number of key areas for program improvement, and that this report (dated December 6, 2013) was submitted to PDS management and the County Executive. Staff indicated that although there are no immediate plans to initiate an update to the PBRS, PDS staff has proposed a new policy in Chapter 2, Land Use of the Whatcom County Comprehensive Plan that encourages consideration of a future update to the PBRS, and that this proposed new policy is currently under review as part of the 2016 - 8 Year Periodic Review and Update of the Whatcom County Comprehensive Plan.

7. Pursuant to the PBRS, a primary role of the Planning Commission is to consider the “tax shift” when making its recommendations to the County Council as to whether an application should be approved or disapproved. Staff gave a very brief overview of the “tax shift”, and explained how when land is approved for classification as Open Space Land it is assessed for tax purposes on the basis of its “current use” and because this “current use” value is generally lower than fair market value, the assessed value of the particular property approved for classification is reduced, and this also reduces the overall assessed value of real property in a certain geographic area, thereby affecting those taxing districts with authority to levy taxes in that area. If aggregate assessed property values in a certain area decrease, levy rates generally increase, and this ensures that the budgets of those districts with taxing authority in the particular geographic area, are met. The increase in each particular taxing districts’ ‘levy rate’ will have an effect on all property owners who are subject to the same taxing district levy as that of the application being approved.

8. Upon conclusion of staff overview on the Whatcom County PDS Open Space Current Use Program, staff presented each individual application referenced in Master File OS2015-1, pausing to answer questions from commissioners. Commissioners deliberated on each application following staff’s presentation, and then voted on recommendations. Although not a public hearing because the County Council will hold a
public hearing on these applications, Commissioners opened up the meeting for public comment, and considered these comments during their deliberations.

9. **Staff recommended approval on the first application for Open Space Land (Balolia) [OSP2015-00001] consisting of 48.04 acres on three different parcels. It was noted that because one of the parcels contained a residence (although abandoned), acres eligible for classification as open space land would be limited to the land only, and therefore one acre upon which the abandoned residence is situated was removed from application review bringing the total acres under review for the Open Space Land classification to 47.04 acres. Staff recommendation of approval on this application was based on an assigned Public Benefit Rating (PBR) score of 45 points or higher which, pursuant to Whatcom County Open Space Policies and Criteria and Public Benefit Rating System (PBRS) is consistent with a staff recommendation of approval.**

10. **Staff noted that the land in the Balolia application is located in the Lake Whatcom Watershed, which is a Whatcom County Transfer of Development Rights (TDR) “sending area”. During this discussion Commissioners noted a typographical error on the PBRS rating sheet and staff clarified that as noted in the staff report, the site is subject to a Comprehensive Plan designation of Rural with Rural zoning establishing maximum density at one dwelling unit per five acres. Staff also noted that the applicant had pre-certified transfer of development rights on a number of contiguous parcels including one of the subject parcels, pursuant to WCC 20.89 – Density Transfer Procedure. Staff explained that although certified to authorize such a transfer, no density had yet been transferred to a “Receiving Area” (which includes all County URMX zones except Bennett Drive).**

11. **Staff also noted that Washington State Department of Fish and Wildlife (WDFW) Priority Habitat and Species were identified on the site, along with riparian habitat associated with a fish bearing stream with a known distribution of Resident Coastal Cutthroat Trout, and that a State Candidate Species is also documented as present (Northern Goshawk) according to WDFW mapping. Staff provided Commissioners with a WDFW 2015 hand-out with additional information about status of Washington State and Federal species. Members of the public asked how staff arrives at determinations as to whether or not such species are present on any particular site. Staff indicated that in addition to other resources, staff relies on WDFW studies and maps, including WDFW Priority Habitat and Species (PHS) program information and maps. Staff noted that the applicants were proposing that classification of the land as “open space land” would enhance preservation of shorelines, preserve mature conifers and deciduous species, protect native species, and protect soils and water quality in the Lake Whatcom Watershed. Staff also noted that the one of the parcels in the application is subject to a split Rural/Conservancy Shoreline designation under the Whatcom County Shoreline Management Program on Lake Whatcom. Commissioners asked whether the three parcels of the Balolia
application could be evaluated separately. Staff indicated that the three parcels were part of one application, and that staff opinion was that had they been rated separately, that the overall public benefit rating would be the same.

12. After evaluating the application with the PBRS, staff assigned it a public benefit rating (PBR) of 65.6. Staff indicated that if the application were to be approved, the difference between its assessed ‘fair market’ value compared to its valuation on the basis of its ‘current use’ would result in an estimated tax shift of approximately $11,834.00 per year (on the basis of 2014 fair market value per acre).

13. The Balolia application included a request that the County Council waive the PBRS public access requirement. Staff noted that the Balolia application would normally have received a higher public benefit rating if the applicant had proposed a “certain degree of public access”, but even without public access proposed, the application received a PBR rating (65.6) that is consistent with a staff recommendation of approval.

14. Staff generally supported the applicants request that the PBRS requirement for public access be waived by the County Council because: the site contains Washington State Department of Fish and Wildlife Priority Habitat and Species (Resident Cutthroat Trout); and a State Candidate species (Northern Goshawk) has been documented on the site; and because of the sites’ proximity to a State and Federal Threatened Species (Marbled Murrelet) located on the adjacent shore of Lake Whatcom. In addition, pursuant to the Washington State Open Space Taxation Act, the County Council as Granting Authority has authority to approve applications subject to special conditions, and the County’s PBRS specifies that the County Council may waive the PBRS requirement of public access under certain circumstances, including the presence of a documented occurrence of a State or Federal Endangered, Threatened or Sensitive Species, or when the purpose of classification is to preserve wetlands or historical or cultural sites; and because on occasions in the past the County Council has exercised its discretion broadly when making decisions to waive public access requirements, especially when (as in this case) an owner/applicant does not reside on the premises or maintain an onsite presence, and when site conditions are such that the public may be exposed to public health and safety risks; and because in this case the site contains an abandoned residence in a state of disrepair, and finally, because the site is located adjacent to an outdoor recreational camping facility for youth (Camp Firwood), which might generate unauthorized or unmonitored ‘exploration’ of the site by youth, thereby increasing risk of potential danger to the public, and/or liability to the property owner.

15. After some discussion amongst Commissioners exploring various viewpoints, and after considering additional input from staff and the public, Planning Commissioners concluded that the benefits of public access to the site would likely outweigh potential risks to public health and safety, provided that public access to sensitive or priority wildlife habitat is reviewed by a Wildlife Biologist. Commissioners voted
unanimously to recommend that the County Council approve the entire Balolia application for Open Space Land as described in the staff report and File No. OSP2015-00001 (subject to a correction in the evaluation sheet, as noted in above Finding No. 10) and as a condition of approval requiring public access; provided that public access to sensitive or priority habitat be reviewed by a Wildlife Biologist.

16. Staff recommended approval on the second application for Open Space Land (Purviance) [OSP2015-00002] consisting of 5.59 acres of a 6.59 acre parcel located within the urban growth area reserved for City of Bellingham’s future growth. This recommendation of approval was based on an assigned Public Benefit Rating (PBR) score of 45 points or higher which, pursuant to Whatcom County Open Space Policies and Criteria and Public Benefit Rating System (PBRS) is consistent with a staff recommendation of approval.

17. Staff noted that with the exception of driveway, residence and garden area, that the Purviance land is almost completely vegetated with mature conifers and deciduous species, and native understory, providing habitat to a number of terrestrial mammals, amphibians, birds. The towering canopy shelters wildlife and regulates temperatures in a seasonal stream, and offers visually pleasing scenery to travelers on Aldrich Road. The site is also used for an offsite stormwater facility that serves adjacent commercial development, utilizing the seasonal stream bed for overflow and drainage.

18. Proposed public access to the Purviance property was discussed verbally during a site visit, and later confirmed with a public access statement and proposed rules of public conduct submitted in writing by the applicant. Public access proposed by the applicant is to make the site available to individuals or small groups for the purpose of scientific study or educational opportunities by appointment. Per the applicant there is proposed off-street parking that will accommodate up to four cars, and an open space sign could be posted as shown on the maps on file under OSP2015-00002 near the property entrance at 4431 Aldrich Road.

19. After evaluating the application with the PBRS, staff assigned it a public benefit rating (PBR) of 68.8. Staff explained that if the application were to be approved, the difference between its assessed ‘fair market’ value compared to its valuation on the basis of its ‘current use’ would result in an estimated tax shift of approximately $1,512.00 per year (on the basis of 2014 fair market value per acre).

20. Commissioners discussed how approving applications for the classification of open space land might impact the affordability of housing in that such approval would shift taxes to land upon which such affordable housing might be located. Staff noted that pursuant to the Open Space Taxation Act applications for open space land are required to be reviewed in a similar manner as a county’s comprehensive land use plan, and that "Housing" is one element of the Whatcom County Comprehensive Plan. However, through their discussion,
Commissioners recognized that the existing PBRS does not contain specific criteria for considering whether or not such approvals might impact housing affordability, and therefore such consideration would not be a criterion upon which to base a recommendation at this time.

21. Commissioners also discussed future trail routes (in the preliminary design and planning stage) to be located between Aldrich Road and the Cordata area, but concluded that this particular site might not be an appropriate linkage to support that particular trail corridor as envisioned. Planning Commissioners generally concluded that the public benefit of classifying this land would be in the public interest relative to the tax shift in that it would serve to provide public access to and further protect priority Palustrine habitat. Commissioners voted unanimously to recommend that the County Council approve the Purviance application subject to the conditions recommended in the staff report and as described in File No. OSP2015-00002.

22. Staff recommended approval on the third application for Open Space Land (Bar Rental LLC) [OSP2015-00003] consisting of 4.54+/-- acres within the urban growth area reserved for City of Bellingham future growth. This recommendation of approval was based on an assigned Public Benefit Rating (PBR) score of 45 points or higher, which pursuant to Whatcom County Open Space Policies and Criteria and Public Benefit Rating System (PBRS) is consistent with a staff recommendation of approval.

23. Staff noted that the proposal was to classify 4.54+/-- acres of a 7.89 acre parcel that is completely vegetated with a mixed deciduous forest, native understory and delineated wetlands that provides wildlife habitat and serves as a buffer between areas of human habitation and built environment. The site is contiguous to an existing commercial parking lot that serves neighboring Bellingham International Airport customers.

24. Proposed public access to the Bar Rental LLC property was discussed verbally during a site visit, and later confirmed with a public access statement and proposed rules of public conduct submitted in writing by the applicant’s Agent. The proposal is that the applicant would make the site available to individuals or small groups by appointment for the purpose of scientific study or educational opportunities by appointment. In addition the applicant proposed to construct an unpaved loop trail around the delineated wetlands subject to approval under Whatcom County Critical Areas Ordinance (WCC 16.16). The applicant proposes to make opportunities available to youth or scouting groups to develop and maintain the proposed trail, and also proposes to be available to offer information about the offsite wetland mitigation banking process that was successfully utilized in developing the commercial parking lot area on the larger parcel. Per the applicant there is dedicated off-street parking to accommodate up to two cars, and additional off-street parking would be made available by special arrangement. The required Open Space Sign was proposed to be installed adjacent to the proposed trail head accessed from the interior of the commercial parking area as shown on the maps on file under OSP2015-00002.
25. After evaluating the application with the PBRS, staff assigned it a public benefit rating (PBR) of **71.38**. Staff noted that if the application were to be approved, the difference between its assessed ‘fair market’ value compared to its valuation on the basis of its ‘current use’ would result in an estimated tax shift of approximately $3,419.00 per year (on the basis of 2014 fair market value per acre).

26. Commissioners generally concluded that the public benefit of classifying the Bar Rental LLC land would be in the public interest relative to the tax shift in that public access to the site would provide a public benefit. Commissioners voted unanimously to recommend that the County Council approve the Bar Rental LLC application subject to the conditions recommended in the staff report and as described in File No. OSP2015-00003.

**RECOMMENDATION**

Whatcom County Planning Commission recommendations to the Whatcom County Council on open space current use classification applications referenced under Master File Number OS2015-1 are listed below:

**Open Space Land (OSL)**

1. **OSP2015-00001 – Neila & Shiraz Balolia**

   New application to classify property as Open Space Land (47.04 OSL acres)

   **1728 Lake Whatcom Boulevard**

   Parcel A: GEO ID: 370408 382169 0000: 19.48 Open Space Land application acres (19.48 total parcel acres)
   Parcel B: GEO ID: 370408 387072 0000: 21.2 Open Space Land application acres (21.2 total parcel acres)
   Parcel C: GEO ID: 370409 011163 0000: 6.36 Open Space Land application acres (7.36 total parcel acres)

   **PBR 65.6**

   **ESTIMATED SHIFT IN TAXES IF APPROVED: $11,834.00**

   Whatcom County Planning Commission Recommendation:

   **Approval:** subject to the following conditions:

   1. Public Access Required: Provided, that public access to sensitive or priority wildlife habitat be reviewed by a Wildlife Biologist
   2. Posted Open Space Sign near the property entrance at 1728 Lake Whatcom Boulevard, visible to road users
3. All uses of the land must be compatible with the purposes of the Open Space Land classification as approved and as described in File No. OSP2015-00001
4. Hold Harmless Agreement

2. OSP2015-00002 – Sara L. Purviance

New application to classify property as Open Space Land (5.59 OSL Acres)
4431 Aldrich Road

GEO ID: 380211 527492 0000: 5.59 Open Space Land application acres (6.59 total parcel acres)

PBR 68.8

ESTIMATED SHIFT IN TAXES IF APPROVED: $1,512.00

Whatcom County Planning Commission Recommendation:

Approval, subject to the following attached special conditions:

1. Public Access Required: To individuals or small groups by appointment in accordance with the owners Public Access Statement referenced File No. OSP2015-00002
2. Posted Open Space Sign near the property entrance at 4431 Aldrich Road visible to road users
4. All uses of the land must be compatible with the purposes of the Open Space Land classification as approved and as described in File No. OSP2015-00002
5. Hold Harmless Agreement

1. OSP2015-00003 – Bar Rental LLC

New application to classify property as Open Space Land
3909 Bennett Drive

GEO ID: 380214 193464 0000: 4.54 +/- Open Space Land application acres; (7.89 total parcel acres)

PBR 71.38

ESTIMATED SHIFT IN TAXES IF APPROVED: $3,419.00

Approval, subject to the following attached special conditions:
1. Public Access Required: To individuals or small groups by appointment in accordance with the owners Public Access Statement referenced File No. OSP2015-00003

2. Posted Open Space Sign at 3909 Bennett Drive adjacent to the proposed trail head accessed from the interior of the commercial parking area as shown on the maps on file under OSP2015-00002


4. All uses of the land must be compatible with the purposes of the Open Space Land classification as approved and as described in File No. OSP2015-00003

5. Hold Harmless Agreement

WHATCOM COUNTY PLANNING COMMISSION

Natalie McClendon, Chair               Becky Boxx, Secretary

7/9/15                                            7/9/15

Date                                            Date

Commissioners present at the June 25, 2015 meeting when Commissioners voted unanimously to approve the above listed recommendations on three applications for Open Space Land that are referenced under Master File No. OS2015-1: Michael Knapp; Nicole Oliver; Mary Beth Teigrobe; Kelvin Barton; Natalie McClendon

Commissioners Absent: David Hunter; Gary Honcoop; Ben Elenbaas; Gerald Vekved

Regular Meeting

Call To Order: The meeting was called to order, by Whatcom County Planning Commission Chair, Natalie McClendon, in the Northwest Annex Conference Room at 6:30 p.m.

Roll Call
Present: Natalie McClendon, Nicole Oliver, Michael Knapp, Mary Beth Teigrob, Kelvin Barton
Absent: David Hunter, Ben Elenbaas, Jerry Vekved, Gary Honcoop

Staff Present: Mark Personius, Gary Davis, Erin Osborn, Becky Boxx

Department Update
Mark updated the commission on their upcoming schedule.

Open Session for Public Comment
Jack Petree, Whatcom County: Adopted into the County Comprehensive Plan and all of the city plans is the County-Wide Planning Policies (CWPPs). According to the Growth Management Act (GMA) the CWPPs are the framework upon which cities and counties adopt their comprehensive plans and make them consistent with each other. The CWPPs have to be considered as the Planning Commission is doing their work. It is troubling that most of the cities and county plan almost completely ignore the CWPPs. He would bet that most decision makers in the county have not read them. He recommended the Planning Commissioners read them. They should look for words like shall or must. Policies that contain these words impose an obligation to do what they are told they shall or must do. A comprehensive plan violating this is easy to challenge as being out of compliance with GMA. It is time to start paying attention to the CWPPs.

Commissioner Comments
There were no commissioner comments.

Approval of Minutes
May 14, 2015: Commissioner Teigrob moved to approve as written. Commissioner Oliver seconded. The motion carried.

May 28, 2015: Commissioner Knapp moved to approve as written. Commission Teigrob seconded. The motion carried.

Work Session
2015 Open Space Applications
Erin Osborn presented background information and the applications.

The Open Space Taxation Act is a state law that was passed in 1970. This state law gives counties authority to assess land on the basis of its current use rather than what is
considered highest and best use in economic terms. This is not an exemption program; it is a program which actually changes the assessed value of the property.

The Open Space Land classification is evaluated using the Public Benefit Rating System (PBRS). In this evaluation process priority resources are identified and points are then given based on the value of the public benefit in preserving those lands.

The PBRS has not changed substantially since 1989. Two years ago the County Council made a suggestion that the County Executive direct the appropriate staff to consider doing a review of the program. Based on department priorities, to date this has not been done. There have been concerns raised regarding the adequacy of the PBRS. However, until the system is changed, when applications are rejected, but similar to an existing approved parcel, there has to be a reason given, and a finding made as to why it was rejected. It can't be for an arbitrary reason.

The role of the Planning Commission in reviewing the applications is to consider the tax shift and loss of revenue that will occur if the applications are to be approved, and make recommendations to the County Council. The amount of the tax shift to individual property owners is difficult to determine for various reasons, but Commissioners are being provided with information about the overall tax shift that would result from approving the application relative to the amenities being preserved as measured by the Public Benefit Rating System.

Commissioner Knapp asked if housing affordability comes into play regarding open space. Have any studies been done?

Ms. Osborn stated the program applies to land only without improvements, in most instances. However, the taxes would shift to all other lands, including land upon which homes are situated, in the taxing district. She also had discussions with other staff members regarding land capacity. This program can have an impact on that.

A map was shown with land in the open space applications. There are approximately 100 sites and 2,000 acres preserved in open space land classification and its sub-classification farm and agricultural consideration land.

A map was shown giving an overview of all of the property tax reduction programs in the County, and another map was shown identifying the three applications.

Ms. Osborn indicated that she sent information on these applications to the City of Bellingham, but so far she had not heard from them.

Shiraz Banolia application: OSP2015-00001

Parcel #‘s 370408-382169, 370408-387072, 370409-011163
Location: 1728 Lake Whatcom Boulevard
Total Acreage: 47.04
PBRS Score: 65.6, Recommendation of Approval
Regular Meeting

Estimated tax reduction: $11,834.00
Zoning: corrected from URMX to R5A

The score on this application was reduced because the applicant is requesting there be no public access. Public access is a major part of the PBRS. It can be waived for reasons such as a documented case of wetlands, cultural resources, historical sites, protected species, etc. On this site there are no state or federal threatened, endangered or sensitive species. It is abutting the approximately 8,000 acres of reconveyance land. So in a sense it does create a linkage to priority wildlife habitat. One of the parcels has a State Candidate species, the Northern Goshawk. Staff supports approval of the applicant’s request that the Council waive public access because of the proximity to the reconveyance land which has priority and state sensitive species; there is no onsite residence; there is an abandoned house on the site; and the property is gated and next to Camp Firwood. There may be wetlands associated with a fish bearing stream onsite.

TDRs have been certified, but not transferred, on some of the parcels.

Pictures of the property were shown which shows a well vegetated area with mature trees. Ms. Osborn noted that State Priority Habitat and Species were identified, including Resident Cutthroat Trout in the stream that bisects one of the parcels.

Commissioner Barton asked if all three parcels have to be treated the same.

Ms. Osborn stated no. The applications can be approved in full or in part. Generally, because it was one application, the parcels were considered as a whole in doing the evaluation. Parcels A and B create a corridor which she indicated would best kept together for the purpose of evaluation.

**Commissioner Oliver moved to recommend approval. Commissioner Knapp seconded.**

Commissioner Teigrob stated she had concerns regarding no public access. The applicant could accomplish their goal of paying less taxes by transferring their development rights, then they wouldn’t have to worry about people coming onto the property. One of the benefits of open space is being able to go onto the property. The benefit seems to be mostly for the applicant not the public.

Commissioner Barton is not opposed to the application but they are getting a substantial economic benefit and the public is not getting any benefit from public access.

Ms. Osborn suggested the public access be subject to review or consultation with a wildlife biologist. The applicant’s agent indicated concern about the liability of the public coming onto their property.

Commissioner Teigrob stated that is part of what goes with having their property in open space.
Commissioner Knapp indicated that he shared both of the views expressed by Commissioner Barton and Commissioner Teigrob.

Greg Brown, Whatcom County: This parcel creates a linkage between the reconveyance land and the Camp Firwood. Why would they not want to create a linkage between the two? One of the conditions should be some sort of public access.

Dannon Traxler, Whatcom County: Doesn’t the statute require public access unless there are wetland restrictions?

Ms. Osborn stated it is a policy of the County’s Open Space Policy and Criteria and Public Benefit Rating System to require a certain degree of public access. The Open Space Taxation Act does not require it. The state law gives counties authority to adopt a PBRS and open space polices in which they identify their local priorities and rules. The council has discretion to waive public access, and they have waived public access in certain instances.

Ms. Traxler stated if they are going to limit public access they should have to do some sort of study showing it is priority habitat or there are public health and safety hazards. As far as liability they will be protected by the recreational use statute.

Max Perry, Whatcom County: There is a set amount of property tax in the county, so when you reduce someone’s taxes they have to be increased by others. Keep this in mind.

Commissioner Teigrob made an amendment to the motion to request the County Council look at the issue of public access and possible denial of that waiver. Commissioner Knapp seconded. The motion was withdrawn.

Commissioner Knapp stated his concerns regarding the possibility of wetlands. Maybe those could be identified and perhaps have signage noting the wetlands. That could have some educational value.

Ms. Osborn stated she had conversations with the applicant’s representatives and gave them a lot of different ideas about how public access is often managed. They did not seem to be interested in any of them.

Commissioner Oliver made an amendment to the motion to recommend approval of the application and deny the applicants request to waive public access. Commissioner Knapp seconded. The vote on the motion carried.

Commissioner Barton suggested parcel B be treated differently because that is where the stream is. He suggested it be examined by a wildlife biologist to determine if there should be public access.

Ms. Osborn suggested the motion read: Should County Council require public access that such public access be subject to review by a wildlife biologist for suitability. This would be required on all three parcels.
The commission recommends that the County Council approve the application and deny the applicants request to waive public access. Should the council require public access it should be subject to the review of a wildlife biologist.

Commissioner Knapp had concern with that because there could be a blanket denial of access. Only special areas on the sites should be examined for denial of access.

Commissioner Oliver made an amendment to the motion to read: The Whatcom County Planning Commission recommends that the County Council approve the entire Balolia application for Open Space Land requiring public access; Provided that public access to sensitive or priority wildlife habitat be reviewed by a wildlife biologist.

Commissioner Knapp seconded. The vote on the amendment carried.

Roll Call Vote: Ayes – Teigrob, Barton, Oliver, Knapp, McClendon; Nays – 0; Abstain – 0; Absent – Honcoop, Hunter, Vekved, Elenbaas. The motion carried.

Sara Purviance application: OSP2015-00002

Parcel #: 380211-527492
Location: 4431 Aldrich Road
Total Acreage: 5.59 acres
PBRS Score: 68.8, Recommendation of Approval
Estimated tax reduction: $1,512,000
Zoning: URMX

The property is adjacent to the City of Bellingham. The property is bisected by a seasonal stream with a historic fish population. There are no fish now. It is considered a priority habitat species area. There are no state threatened, endangered or sensitive species on the site. It has a mature forested canopy with native undergrowth and a variety of wildlife. The site is across the street from a public school. The owner is willing to allow public access by appointment. There is room for off-street parking. An adjacent parcel is being used for off-site stormwater collection which is then dispersed into the seasonal stream.

Commissioner Knapp asked how many development rights there would be if sewer and water were available.

Ms. Osborn stated she was not sure, but as a ball park estimate, she indicated that there would be approximately eight units, referring to residential density per acre, generally it would be “high density”, and after referring to her report indicated that without water, sewer, stormwater collection and detention facilities, future residential density would be limited to 1 dwelling unit per 10 acres.

Commissioner McClendon asked if there were any public parks in the area.
Ms. Purviance stated there is a trail being built from the school to the Cordata area.

**Commissioner Oliver moved to recommend approval. Commissioner Knapp seconded.**

Commissioner Knapp stated it is increasingly getting more difficult to develop in UGAs. The cost is skyrocketing. We, as taxpayers, pay the price for that. The value of this parcel does meet the criteria but it does not address that issue. Also can this parcel be someway included in the trail that is planned?

Ms. Osborn stated the Council can imposes conditions on approval.

Commissioners discussed that there is a street that could be in the way of providing a direct link to future trails planned elsewhere.

Carole Perry, Whatcom County: What is the process in determining what species are on this property?

Ms. Osborn stated what she relies on is anecdotal reports from applicant and other studies done by either the county, Washington Department of Fish and Wildlife or other agencies. She then does a site visit to review the basic habitat with the Public Benefit Rating System.

Max Perry, Whatcom County: In the event that Bellingham becomes enlightened and extends sewer to this area what happens to the open space status if the owner wants to develop?

Ms. Osborn stated that when the land ceases to be devoted to the purposes of classification it would have to be removed with back taxes paid.

Dannon Traxler, Whatcom County: Stated that in regards to all applications staff might want to build into their recommendations that all costs of any evaluations by biologists be paid by the applicant.

Commissioner Knapp stated his concerns regarding taking property out of the UGA land supply. Is there some greater benefit?

Ms. Osborn stated that staff’s role is to review the application with the PBRS in order to determine whether or not the features of site meet the criteria. Regarding the bigger picture, the Critical Areas Ordinance does not say development can’t occur outside of buffers, etc., so it’s a matter preserving as much of that riparian corridor as possible, and that would be the benefit.

Commissioner Oliver agreed with Commissioner Knapp’s comments but they are bound to evaluate the applications based on the system in place.

**Vote on the motion for approval:**
Roll Call Vote: Ayes – Teigrob, Barton, Oliver, Knapp, McClendon; Nays – 0; Abstain – 0; Absent - Honcoop, Hunter, Vekved, Elenbaas. The motion carried.

Bar Rental LLC: OSP2015-00003
Parcel # 380214-193464
Location: 3909 Bennett Drive
Total Acreage: 4.54+ acres
PBR5 Score: 71.38, Recommendation of Approval
Estimated tax reduction: $3,419.00
Zoning: LII/GI

Ms. Osborn indicated that the property is located in the Urban Growth Area reserved for future growth of the City of Bellingham, subject to split zoning, and did consult with Gary Davis, PDS Long Range Planning regarding land capacity. Mr. Davis stated that in the land capacity analysis (LCA) done by the county they found that the western portion has already been removed from the LCA because of wetlands. Adding this to open space would not have any effect on the LCA.

Ms. Osborn stated the applicant is proposing a trail outside the buffers of the delineated wetlands, subject to approval under the Critical Areas Ordinance. Ms. Osborn also stated that the applicant indicated that it would make opportunities available to youth to develop and maintain the proposed trail, and to share information with the public about the off-site wetland mitigation process that was utilized by the applicant in developing the commercial parking lot on the site. Signage indicating the trail area would be placed in the area near the proposed trail head. Access to the trail would be provided through the parking lot to the east of the trail area. Access would be by appointment. No priority habitat or species were identified. It is a young forest area with native habitat.

Commissioner Knapp wondered how people will find the area. It is completely surrounded by industrial land. Does it really fit? There has to be benefit.

Ms. Osborn stated it does provide habitat for native and migrating species.

Commissioner Barton moved to recommend approval. Commissioner Oliver seconded.

Commissioner Oliver asked if the signage could be placed in a more obvious area so the locals would know about it.

Commissioner Barton stated the locals will probably figure out there is a trail there pretty quickly.

Vote on the motion for approval:

Roll Call Vote: Ayes – Teigrob, Barton, Oliver, Knapp, McClendon; Nays – 0; Abstain – 0; Absent - Honcoop, Hunter, Vekved, Elenbaas. The motion carried.
MEMORANDUM

TO: Honorable Members of the Whatcom County Planning Commission

THROUGH: Mark Personius, Assistant Director

FROM: Erin Osborn, Planner

DATE: June 16, 2015

SUBJECT: 2015 Open Space Current Use Applications

Attached is a packet summarizing staff review and recommendations on three applications for open space current use taxation, that are presented for your consideration, this year.

Staff will present the report along with a power point slide show at your upcoming June 25th meeting, and following discussion, ask for your recommendations on whether or not each application should be approved (in whole or in part) or disapproved. Staff will forward your recommendations on to the County Council who will make a final decision on the applications after holding a public hearing.

The staff report provides a summary of the applications, and also contains staff recommendations on whether they should be approved in whole or in part or denied respective of their conformance with specific evaluation and review criteria.

Application summary, staff findings and recommendations are found on Pages 2-9 of the report, with background information on the Open Space Current Use Program presented on Pages 10-15. Also attached are several documents that provide additional information about the individual applications, and the County's property tax reduction programs.

I look forward to presenting my report at your June 25th meeting.

Note: I encourage members of the Planning Commission to please contact me in advance of your June 25th meeting, if there are questions about the individual applications or the Open Space Current Use Program.

Thank you.
WHATCOM COUNTY
PLANNING & DEVELOPMENT SERVICES
STAFF REPORT

STAFF RECOMMENDATIONS TO THE WHATCOM COUNTY PLANNING COMMISSION ON THREE APPLICATIONS TO CLASSIFY LAND AS "OPEN SPACE LAND" AS AUTHORIZED UNDER CHAPTER 84.34 RCW & WHATCOM COUNTY ORDINANCE NO. 1995-040

MASTER FILE NUMBER OS2015-1

Introduction:

This report summarizes staff findings and recommendations on a total of three applications for classification of land as "Open Space Land" as authorized under the Open Space Taxation Act, Chapter 84.34 RCW, and Whatcom County Ordinance No. 1995-040.

This report is prepared for the June 25, 2015 Whatcom County Planning Commission meeting where staff will present these applications and ask that the Planning Commission consider them and make recommendations as to whether they should be approved in whole or in part, or denied. At the conclusion of the Planning Commission work session, staff will forward recommendations made by the Planning Commission to the Whatcom County Council acting as granting authority, for its review in making a final decision on each application.

The report is composed of five main parts:

1. Summary of three applications to classify land pursuant to applicable state and local regulations;

2. Application review, staff findings of fact, proposed conclusions, and staff recommendations;

3. Background information on the Open Space Taxation Act;

4. Role of Staff, Planning Commission, and County Council in application review, approval or denial;

I. Applications Summary

Open Space Land (OSL)

1. OSP2015-00001 – Neila & Shiraz Balolia

New application to classify property as Open Space Land (47.04 OSL acres)
1728 Lake Whatcom Boulevard

Parcel A: GEO ID: 370408 382169 0000: = 19.48 Open Space Land
application acres (19.48 total parcel acres)
Parcel B: GEO ID: 370408 387072 0000: 21.2 Open Space Land application
acres (21.2 total parcel acres)
Parcel C: GEO ID: 370409 011163 0000: 6.36 Open Space Land
application acres (7.36 total parcel acres)
PBR 65.6
ESTIMATED SHIFT IN TAXES IF APPROVED: $11,834.00

2. OSP2015-00002 – Sara L. Purviance

New application to classify property as Open Space Land (5.59 OSL Acres)
4431 Aldrich Road

GEO ID: 380211 527492 0000: 5.59 Open Space Land application acres
(6.59 total parcel acres)
PBR 68.8
ESTIMATED SHIFT IN TAXES IF APPROVED: $1,512.00

3. OSP2015-00003 – Bar Rental LLC

New application to classify property as Open Space Land (4.54+/- OSL Acres)
3909 Bennett Drive

GEO ID: 380214 193464 0000: 4.54 +/- Open Space Land application
acres; (7.89 total parcel acres)
PBR 71.38
ESTIMATED SHIFT IN TAXES IF APPROVED: $3,419.00

II. Application Review & Staff Findings

Staff findings referenced under Master File Number OS2015-1 are listed in
summary below.
All applications have been reviewed by staff, and have received a site inspection. Attached for reference at the end of this report are site evaluation worksheets, maps, and other supporting documents. A power point slide show of each property along with staff comments and recommendations will be presented at the June 25, 2015 Planning Commission Meeting, Work Session.

**Open Space Land (OSL)** Applications for Open Space Land are evaluated by staff in accordance with Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (1995), often referred to as the Whatcom County **PBRS**. A Public Benefit Rating or **PBR** (evaluation score) is calculated based on overall aggregate points assigned after review with the PBRS, based on a formula developed by the County Assessor. Applications must receive a Public Benefit Rating of at least 45 points for a **staff recommendation of approval**.

**Open Space Land (OSL)**

1. **OSP2015-00001 – Neila & Shiraz Balolia**

   New application to classify property as Open Space Land
   **1728 Lake Whatcom Boulevard**

   Parcel A: GEO ID: 370408 382169 0000: 19.48 Open Space Land application acres (19.48 total parcel acres)
   Parcel B: GEO ID: 370408 387072 0000: 21.2 Open Space Land application acres (21.2 total parcel acres)
   Parcel C: GEO ID: 370409 011163 0000: 6.36 Open Space Land application acres (7.36 total parcel acres)

   **PBR 65.6**

   ESTIMATED SHIFT IN TAXES IF APPROVED: **$11,834.00**

   **Discussion:** On November 19, 2014, Planning & Development Services Department received an application from property owners Shiraz and Neila Balolia to classify approximately 48.04 acres as Open Space Land. This land is currently assessed at true and fair value (market value)

   The Balolia application consisting of three parcels: Parcel A, Parcel B, and Parcel C as shown on the attached maps is located within the Lake Whatcom Watershed and is subject to a Rural designation in the Comprehensive Plan, and zoning regulations located in Title 20, Chapter 20.36 – Rural District, with a density of one dwelling unit per 5 acres (R5A). The site is also subject to watershed regulations in WCC Chapter 20.51 – Lake Whatcom Overlay District. The property is located at 3909 Lake Whatcom Boulevard, near Lake Louise, just east of the Sudden Valley subdivision on the Southern shore of Lake Whatcom. The property is accessible directly off of Lake
Whatcom Boulevard via a private gated driveway located just south of neighboring Camp Firwood.

The proposal narrative submitted with the application indicates that the purpose of classification is for preservation of the land in its natural state that will serve to: enhance scenic views of the forest from Lake Whatcom Boulevard and from the Lake Whatcom shoreline; to protect and preserve streams and associated wetlands; protect shorelines, and critical wildlife habitat; and protect water quality in Lake Whatcom.

The owners have applied for and have received certification to transfer density in accordance with Whatcom County Code, Chapter 20.89 - Density Transfer, otherwise known as the Transfer of Development Rights program (TDR). This affects Parcel C that together with other adjacent land comprise what the County Planning Department has determined is a "lot of record" [Case No. EXE2010-00085]. This certifies that the lot of record which Parcel C is partially composed allows a transfer of a potential 6 development rights, with 5 available for transfer because an existing residence (albeit abandoned) constitutes 1 development right. It should be noted however, the abandoned residence on Parcel C may be deconstructed at some point in the future.

It is noted that the total open space land application acreage (48.04 acres) includes the land that is occupied by the former residence referred to above; however, the open space classification applies to land only, and therefore approval may not include structures, and so the land upon which the abandoned residence sits has been administratively segregated by staff using the typical 1 acre commonly reserved for a homesite, with a total of 47.04 acres considered in this application for classification as open space land. Should the owners obtain a demolition permit, and successfully deconstruct the former residence, then at such time they may apply to the County legislative authority to classify the land upon which the 'abandoned' homesite now occupies, and subject to approval add it to the total acres classified, subject to a new agreement (Open Space Taxation Agreement) with Whatcom County.

The subject property is in an undeveloped natural state that offers food and protection to a variety of wildlife including birds and terrestrial mammals, and subject to the open space classification and protection from future development this may serve to protect soils, prevent erosion, and help protect the water quality in Lake Whatcom. The land is also adjacent to a Lookout Mountain Habitat Conservation Area where habitat for State and Federal listed Species, Habitats and Areas Associated with a State Priority Species, and Habitats and Species of Local Importance have been identified.

The applicant has requested that the County Council waive public access. In accordance with Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (PBRS) public access is typically required unless the
purpose of the classification is to protect wetlands, endangered species, or cultural resources. The owners have expressed an interest in posting signage that communicates to the public the intent of preservation, and have submitted a preliminary signage design that as proposed would be in addition to the signage that Whatcom County requires. Proposed posted educational signage along Lake Whatcom Boulevard and along the Lake Whatcom Shoreline would include reference to:

The Open Space Classification; the importance of conserving acreage in its natural state; the value of forests, wetlands and the Lake Whatcom Watershed; a sample listing of the area’s wildlife; and finally, it would extend a call to the general public to become good “Stewards of the Lake”.

Staff supports the applicant’s request for a waiver of the public access requirement normally required for the following reasons:

1. The site is gated, the owner does not live on site, the site is unmonitored, and the site is generally unimproved;
2. Public access to rough terrain, lack of developed trails, and potentially hazardous conditions i.e. the abandoned former residence on Parcel C, could pose potential risk to the public, and/or liability to the property owner;
3. The site borders property owned by Camp Firwood a summer camp utilized by youth for recreational purposes, and to allow public access to the site might encourage unauthorized exploration by youth, and potentially increase risk of danger to the public and/or liability to the property owner;
4. The site is adjacent to Habitat Conservation Areas (HCA 2,3,10) HCA 2: State and Federal listed Species; HCA 3: Habitats and Areas Associated with a State Priority Species; and HCA 10 – Habitats and Species of Local Importance.

After evaluating this application with the Public Benefit Rating System, staff has assigned it a Public Benefit Rating (PBR) of 65.6 (for details, please see attached evaluation worksheet sheet OSP2015-00001). The hypothetical tax shift if approved is $11,834.00. Information about the tax shift is listed for consideration by the Planning Commission and County Council, so that they may consider the overall shift in taxes relative to the merits of the application as measured with the public benefit rating system. Note: More information about the “tax shift” is provided in an attachment to this report.

A Public Benefit Rating of at least 45 points must be attained to receive a staff recommendation of approval. The application has received a PBR greater than 45, and therefore staff recommends that the Balolia application for Open Space Land classification be approved subject to conditions listed below.
Staff Recommendation:

Approval, subject to the following attached special conditions:

1. Posted Open Space Sign near the property entrance at 1728 Lake Whatcom Boulevard, visible to road users.
2. All uses of the land must be compatible with the purposes of the Open Space Land classification as approved and as described in File No. OSP2015-00001.
3. Hold Harmless Agreement

2. OSP2015-00002 – Sara L. Purviance

New application to classify property as Open Space Land
4431 Aldrich Road

GEO ID: 380211 527492 0000: 5.59 Open Space Land application acres (6.69 total parcel acres)

PBR 68.8
ESTIMATED SHIFT IN TAXES IF APPROVED: $1,512.00

Discussion: On December 30, 2015, Planning & Development Services Department received an application from property owner Sara Purviance to classify approximately 5.59 acres of a 6.69 acre parcel as Open Space Land as shown on the attached maps (OSP2015-00002). The land is currently assessed at true and fair value (market value).

The property is located at 4431 Aldrich Road just east of Northwest Drive, east of Ferndale, and just west of the Bellingham city limits. The property is accessible by a private driveway, directly off of Aldrich Road.

The Purviance property is designated Urban Growth Area in the Whatcom County Comprehensive Plan, and is reserved for City of Bellingham future growth, and is subject to zoning regulations located in Title 20, Chapter 20.24 – Urban Residential Mixed (URMX) District. At this time the site is fully developed with an existing single family residence and attached garage. The site is also utilized as part of a stormwater facility for adjacent commercial development, with drainage diverted into an underground catch basin and overflow routed to an existing seasonal stream. Potential future residential density is based on availability of public water and public sewer, and without an adopted plan for annexation, maximum gross density on the site is limited to 1 dwelling unit per 10 acres.

With the exception of the driveway, residence, and garden area the site is almost completely vegetated with mature conifers, deciduous species and native understory which lend to the site a park like atmosphere. The
towering canopy shades a seasonal stream and provides a buffer from traffic noise, and provides visually pleasing scenery to travelers heading north-south on Aldrich Road. The site is adjacent to a commercial use, and is across from a public school.

Proposed public access was discussed verbally between the applicant and staff, and proposed rules of public access indicate that access to the site as proposed is by appointment only. Subject to the Open Space Land classification, the site would be available to individuals or small groups for scientific study, or educational opportunities by appointment. There is ample off street parking, with room for up 3-4 passenger vehicles, and an open space sign may be posted near the property entrance at Aldrich Road.

After evaluating this application with the Public Benefit Rating System, staff assigned it a Public Benefit Rating (PBR) of 68.8 (for details, please see attached evaluation worksheet sheet OSP2015-00002). The hypothetical tax shift if approved is $1,512.00. Information about the tax shift is listed for consideration by the Planning Commission and County Council, so that they may consider the overall shift in taxes relative to the merits of the application as measured with the public benefit rating system. Note: More information about the “tax shift” is provided in an attachment to this report.

A Public Benefit Rating of at least 45 points must be attained to receive a staff recommendation of approval. The application has received a PBR greater than 45, and therefore staff recommends that the Purviance application for Open Space Land classification be approved subject to conditions listed below.

Staff Recommendation:

Approval, subject to the following attached special conditions:

1. Public Access to individuals or small groups by appointment in accordance with the owners Public Access Statement referenced File No. OSP2015-00002.
2. Posted Open Space Sign near the property entrance at 4431 Aldrich Road
4. All uses of the land must be compatible with the purposes of the Open Space Land classification as approved and as described in File No. OSP2015-00002
5. Hold Harmless Agreement

3. OSP2015-00003 – Bar Rental LLC

New application to classify property as Open Space Land
3909 Bennett Drive

GEO ID: 380214 193464 0000: 4.54 +/- Open Space Land application acres; (7.89 total parcel acres)

PBR 71.38
ESTIMATED SHIFT IN TAXES IF APPROVED: $3,419.00

Discussion: On December 30, 2015, Planning & Development Services Department received an application from property owner Bar Rental LLC to classify approximately 4.54 +/- acres of a 7.89 acre parcel as Open Space Land as shown on the attached maps (OSP2015-00003). The land is currently assessed at true and fair value (market value).

The property is located at 3909 Bennett Drive just west of Interstate 5 where it intersects with Bakerview Drive and Airport Drive, and is south of Ferndale, and just west of Bellingham city limits. The property is accessible by a commercial driveway directly off of Bennett Drive.

The Bar Rental LLC property is designated Urban Growth Area in the Whatcom County Comprehensive Plan, and is reserved for City of Bellingham future growth, and is subject to 'split zoning'. Zoning regulations that apply to development of the subject parcel are located in Title 20, Chapter 20.25 – Gateway Industrial (GI) District, and in Title 20, Chapter 20.26 – Light Impact Industrial (LII) District.

Site development includes a commercial parking area on the eastern portion of the site, comprising approximately 3.35 acres, and the remaining westerly acres are undeveloped. To clarify it is only the 4.54+/- undeveloped wooded acres that are the subject of this application. The site is also utilized as part of a stormwater facility for the commercial parking lot with drainage diverted into an above ground 'raingarden' type of stormwater facility.

The 4.54+/- acres that are the subject of application are completely vegetated with mixed deciduous forest and native understory and Category II, III and IV wetlands which have been delineated on the site.

The proposal narrative submitted with the application indicates that the purpose of classification is to preserve the land in its natural state, retain naturally regenerated plant species, protect soil resources, and preserve wetlands that provide water surface storage and filtration, protect wildlife and wildlife habitat, and offer educational, recreational opportunities by appointment.

Proposed public access was discussed verbally between the applicant’s agent and staff, and proposed rules of public access indicate that access to the site as proposed is by appointment only. Subject to the Open Space Land
classification, the site would be made available to individuals or small groups for scientific study, or educational opportunities by appointment. The applicant proposes to offer opportunities to youth or scouting groups to develop and maintain a primitive trail on the site, in accordance with the Whatcom County Critical Areas Ordinance (WCC 16.16). The applicant also proposes to offer information about the offsite wetland mitigation banking process that was successfully utilized as part of developing the commercial parking lot on the eastern portion of the subject parcel.

There is ample off street parking, with designated parking for up 2 passenger vehicles, with additional parking by appointment or special arrangement, and an open space sign may be posted at the point of proposed public access as shown on the attached maps.

After evaluating this application with the Public Benefit Rating System, staff assigned it a Public Benefit Rating (PBR) of **71.38** (for details, please see attached evaluation worksheet sheet OSP2015-00002). The hypothetical tax shift if approved is $3,419.00. Information about the tax shift is listed for consideration by the Planning Commission and County Council, so that they may consider the overall shift in taxes relative to the merits of the application as measured with the public benefit rating system. Note: More information about the “tax shift” is provided in an attachment to this report.

A Public Benefit Rating of at least 45 points must be attained to receive a **staff recommendation of approval**. The application has received a PBR greater than 45, and therefore staff recommends that the Bar Rental LLC application for Open Space Land classification be approved subject to conditions listed below.

**Staff Recommendation:**

**Approval**, subject to the following attached special conditions:

1. Public Access to individuals or small groups by appointment in accordance with the owners Public Access Statement referenced File No. OSP2015-00003
2. Posted Open Space Sign near the property entrance at 3909 Bennett Drive
4. All uses of the land must be compatible with the purposes of the Open Space Land classification as approved and as described in File No. OSP2015-00003
5. Hold Harmless Agreement
III. Background Information

The Open Space Taxation Act was passed by the Washington State legislature in 1970. In part, the law was created to provide a solution to and address a statewide concern that lands in the state were being irrevocably converted to uses inconsistent with commercial agriculture, commercial forestry, and the conservation or preservation of farmland, shorelines, wetlands, scenic vistas, historical sites of importance, and recreational opportunities.

The Open Space Taxation Act codified in Chapter 84.34 of the Revised Code of Washington (84.34 RCW) gives counties the authority to assess the value of property on the basis of its current use rather than what might be considered highest and best use i.e. fair market value. Lands classified under the open space current use program receive a significant reduction in assessed value (tax reduction); thereby providing a financial incentive to property owners to voluntarily conserve and preserve open space lands as defined in state law and further defined by county ordinance.

Classifications

There are three major classifications and one sub-classification authorized by the Open Space Taxation Act (Chapter 84.34 RCW):

1. Open Space Land [RCW 84.34.020(1)]
   - Farm and Agricultural Conservation Land

2. Farm and Agricultural Land [RCW 84.34.020(2)]

3. Timber Land [RCW 84.34.020(3)] (Note: Whatcom County terminated its Timber Land program under Whatcom County Ordinance No. 2014-055. As a result of this action, all lands formerly classified as timber land became Designated Forest Land, a program administered by the County Assessor in accordance with RCW 84.33.)

In accordance with Whatcom County Code, Title 3, Chapter 3.28, Planning & Development Services Department is charged with administration of Open Space Land and its sub-classification Farm and Agricultural Conservation Land. Pursuant to Chapter 84.34 RCW, the County Assessor’s Office is charged with administration of applications for the classification of Farm and Agricultural Land (No. 2 above). Staff from PDS and the Assessor’s Office work closely and function as a team in monitoring and maintaining existing agreements on approved applications, as well as processing new applications. Applications and fees for Open Space Land and Farm and Agricultural Conservation Land are received by Planning & Development Services Department.
IV. Application Processing - Roles of Staff, Planning Commission, County Council & Assessor’s Office in Processing Applications for Open Space Current Use Taxation.

Applications that are the subject of this report are located within the jurisdiction of unincorporated Whatcom County. Please note that the County also receives and processes applications on lands within incorporated areas (cities), but in processing applications on lands within the cities, the granting authority is composed of members from both legislative bodies (both the county and the city).

When land that is the subject of application is located within an unincorporated area, Whatcom County planning staff evaluates each application in accordance with the appropriate evaluation criteria, and based on application scores, makes recommendations to the Whatcom County Planning Commission on whether to approve or deny the applications. The Planning Commission in turn makes recommendations to the County Council as to whether individual applications should be approved in whole or in part or denied. Whatcom County Council is the granting authority, and pursuant to state law is charged with approving in whole or in part or denying each application.

When land that is the subject of application is located within an incorporated area, Whatcom County planning staff evaluates each application in accordance with the appropriate evaluation criteria, and based on application scores, makes recommendations to the Whatcom County Planning Commission on whether to approve or deny the applications, who in turn make recommendations to the County Council as to whether individual applications should be approved in whole or in part or denied. The granting authority on applications in an incorporated area is composed of the legislative authorities of the city and county in which the application is located, the granting authority may meet together as one body, or by taking separate action. To approve an application when meeting separately, actions taken by each jurisdiction must be identical.

Upon approval or denial, and upon successful execution of an open space taxation agreement between the county and the applicant/owner, the county assessor is notified, who then makes adjustments on the basis of the approved current use value of the parcel, and notifies the owner of the new 'official value'.

As discussed earlier in this report, the three subject applications are to classify land that is currently assessed at market value as Open Space Land. Applications for Open Space Land are evaluated with the Whatcom County Space Policy and Criteria and Public Benefit Rating System, 1995 (PBRS). A copy of the PBRS is attached at the end of this report for reference. The PBRS authorizes the Planning Commission to make recommendations to the County Council on applications for Open Space Land after considering the potential loss of revenue or shift in taxes that would occur as a result of approval relative to the public benefit of the resource being conserved or preserved as measured
with the Public Benefit Rating System. This important distinction helps define the role of the Planning Commission in making recommendations to the County Council on whether to approve or deny applications for Open Space Land, and in understanding how the Public Benefit Rating System is applied.

Public Hearing

Prior to issuing a decision on an application for open space land, the granting authority is required to hold a public hearing. In past years, public hearings were typically held before the Planning Commission. Recently due to Planning Commission schedule devoted to Growth Management land use planning, a decision has been made at the staff level to change the venue of public hearings on Open Space applications previously held before the Planning Commission, now held before the County Council at their regularly scheduled evening meetings. Given that there is no statute, rule or local ordinance to specify where a public hearing on these applications is required to be held, staff has made arrangements with the Whatcom County Council, Clerk of the Council, who schedules a public hearing on the subject applications. This gives the County Council an opportunity to hear from staff, receive Planning Commission recommendations, and also hear from the Public directly, as they deliberate and make decisions on each application.

V. Evaluation Systems

Open Space Land and its sub-classification Farm and Agricultural Conservation Land are evaluated with the Whatcom County Public Benefit Rating System (PBRS). The PBRS was originally approved by Council in 1987 by resolution, then amended in 1989 by resolution, and adopted by ordinance in 1995 (WC Ord. 1995-040).

Whatcom County Open Space Policy & Public Benefit Rating System

The Public Benefit Rating System is an evaluation tool consisting of natural resource, recreation, historical site, and agricultural land priority resource categories that correspond to a range of potential points that may be assigned relative to the amount of benefit that may be provided to the public as a result of approving each application, as measured with the Public Benefit Rating System. Generally, resources of importance identified in the PBRS include lands that preserve, protect, conserve or enhance farmland, streams, shorelines and associated buffers, critical areas, ground water protection areas, threatened or endangered wildlife and wildlife habitat, opportunities for public recreation, scenic views and vistas, historic property, cultural resources, and others.

Applications for Open Space Land are also evaluated on the quality of the applicant’s proposed public access. It is part of the Whatcom County Public Benefit Rating System Public Access Policy to require public access unless
there is known habitat for an endangered species of wildlife, or where there is a known archeological site, or when the purpose of the open space is for wetland conservation.

In cases such as those listed above, when the County Council is acting as the granting authority, the requirement of public access may be waived at Council discretion. The Public Access Policy also contains a requirement that owners of property approved as Open Space Land post an Open Space sign that displays the rules of conduct for public access when public access is required.

Although the open space current use program is a State mandate and applies statewide, not all counties have adopted a Public Benefit Rating System. The purpose of the Public Benefit Rating System is to assist the granting authority in developing a measure of consistency in awarding reduction in assessed value according to a point system that corresponds to the relative importance of the resource being conserved. One reason a county may elect to adopt a PBRS is because decisions made by the granting authority (County Council), whether to approve or deny applications may only be appealed to Superior Court for arbitrary and capricious actions, and a PBRS may help to ensure uniformity and consistency when the PBRS is applied as a tool to determine reduction in market value.

Local priority resources that have been identified as providing public benefit if conserved, preserved, protected and enhanced, along with the corresponding range of potential points awarded for preserving or conserving those resources (i.e. the Public Benefit Rating System) were all adopted after consideration by the Planning Commission, and adopted by Council who heard from the public on this matter at a series of public hearings in the late 1980’s. The PBRS was originally approved by Council in 1987 by resolution, amended in 1989 by resolution, and then later revised and adopted by ordinance in 1995 (WC Ord. 95-040). The last revision to the PBRS in 1995 added new criteria for evaluating applications in accordance with amendments to open space taxation act in 1993. The PBRS update in 1995 added a new sub-classification of open space land, farm and agricultural conservation land and removed timber land from the Public Benefit Rating System; otherwise the PBRS has not changed in the last 25 years or so.

Even though the PBRS has a point system, at its core the PBRS is a qualitative as opposed to a quantitative system. Many observers, Planning Commissioners, Council Members, and members of the public alike, have indicated that the PBRS appears to be too subjective. In response, staff has begun a practice to address this point. Whenever staff reviews and evaluates an application for Open Space Land or Farm & Agricultural Conservation Land, research is conducted and past reviews are considered, so that there is some measure of consistency in scores assigned. When staff reviews a new group of applications, similar applications that have been
evaluated and approved in the past are also considered by comparison so that for any particular group of applications reviewed, comparable points are being assigned to similar priority resources or amenities in the current group of applications being processed.

Listed below is a brief summary of some of the resources that have been identified in the County's Public Benefit Rating System.

- Conserve or enhance natural, cultural or scenic resources; or
- Protect streams, stream corridors, wetlands, natural shorelines and aquifers; or
- Protect soil resources and unique or critical wildlife and native plant habitat; or
- Promote conservation principles by example or by offering educational opportunities; or
- Enhance the value of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open spaces; or
- Enhance recreational opportunities; or
- Preserve historic and archeology sites; or
- Affect any other factors relevant in weighing benefits to the general welfare of the public by preserving the current use of the property.

Once staff review has been completed and points are awarded, they are computed with a formula developed by the County Assessor resulting in a score that is called a Public Benefit Rating (PBR). A Public Benefit Rating of at least 45 points must be attained to receive a staff recommendation of approval. The PBR represents the degree of conformance with the county's adopted Basic Value and Public Benefit Value criteria that are part of the PBRS. The Public Benefit Rating (PBR) is used as a factor applied to another computed value to arrive at a new current use per acre value for the property, once approved. Attached to this report for reference is a document that gives a hypothetical example describing this formula, and also contains a discussion of the shift or off-set in taxes resulting from approving an application for Open Space Land. In addition, staff has also included "estimated tax shift if approved" at the Public Benefit Rating assigned by staff in the discussion on each individual application for open space land or farm and agricultural conservation land.

*Special Note: The attached document entitled "Hypothetical Example of Applied Public Benefit Rating" uses a consolidated levy rate of 10 dollars per every one thousand dollars of assessed value. The consolidated levy rate is not always the same for every parcel, as it depends on which taxing districts apply to the land that is the subject of application. The staff report lists "hypothetical estimated tax shift, if approved" on individual applications referenced in this report. This "estimated tax shift" is based on an applied consolidated levy rate (total tax rate) per every one thousand dollars of assessed property value. Although parcel valuation information is based on
information provided by the Assessor’s Office, it is provided here as a reference to assist decision makers with an understanding of the potential tax shift; however, only the Assessor’s office can give exact information about the change in taxation as it applies to any given application approval.

Please find attached individual evaluation sheets that include a detailed description of the public benefit offered and assigned scores for each criterion, and a spreadsheet provided by the Assessor’s Office estimating the shift in taxes that would occur if the individual applications referenced in this report are approved.

ATTACHMENTS


Report Prepared for the Whatcom County Planning Commission by:

Erin Osborn, Planner
Open Space Land
Public Benefit Rating System-Evaluation Form

File # OSP2015-00001

Property Owner(s)
Shiraz & Nella Balolia

Classification: Open Space Land

Street Address:
PO Box 2069

Status: New Application

City: Bellingham
State: WA Zip: 98229

Assessor's Parcel No.(s): Parcel/OSL Acres
370408 382169 0000 Parcel A: 19.48/19.48
370408 387072 0000 Parcel B: 21.2/21.2
370409 011163 0000 Parcel C: 7.36/6.36

Total OSL Acres = 47.04

Subarea: Lake Whatcom

Comprehensive Plan Designation
Rural (R)

Parcel Acre(s): Total 48.04

Historical Land Use:
Residential/Forest/Vacant

Open Space Land Application Acre(s)
Eligible Acres* 47.04+/-

Zoning Designation:
Urban Residential Mixed (URMX)
Rural 1 Dwelling Unit per 5 Acres (R5A)

Shorelines: Conservancy/Rural

Soil/Type Capabilities:
# 4 Andic Xerochrepts – Rock outcrop complex, 60-90% slopes
# 109 Nati loam, 15-30% slopes
# 110 Nati silt loam, 30-60% slopes
# 156 Squalicum gravelly loam, 5-15% slopes
# 157 Squalicum gravelly loam, 15-30% slopes

Comments:
Woodland and vegetated understory, mostly sloping terrain with steep sections especially at shoreline in some places;
*Classification of land as Open Space Land applies to land only; there is approximately 1 acre of land upon which an abandoned homesite is situated, and this acre is administratively removed from this review.
<table>
<thead>
<tr>
<th>Basic Value (BV)</th>
<th>Score</th>
<th>MAX</th>
<th>Public Benefit Value (PBV)</th>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Conserves or Enhances Natural, Cultural or Scenic Resources:</strong> Conserves naturally vegetated 47.04 acres enhancing scenic beauty of Lake Whatcom shoreline, uplands as viewed from County road, Lake and neighboring properties; Parcel acreage will not be further developed subject to classification as Open Space Land.</td>
<td>10</td>
<td>10</td>
<td><strong>Public Access:</strong> Posted Open Space Sign; Staff supports the applicants request that the Whatcom County Council waive the public access requirement to protect critical wildlife habitat in the Lake Whatcom Watershed and adjacent Fish and Wildlife Habitat Conservation Areas featuring 3 – Habitat Areas Associated with a State Priority Species.</td>
<td>5%</td>
<td>40%</td>
</tr>
<tr>
<td><strong>Protect Streams, Stream Corridors, Wetlands, Shorelines and Aquifers:</strong></td>
<td>10</td>
<td>10</td>
<td>Water Resource Protection: Preserved in its natural state, the site will stabilize soils, prevent erosion, provide filtration to run-off, and protect water quality of Lake Whatcom. Site features a meandering permanent stream that drains into Lake Whatcom providing fish and wildlife habitat. A portion of Lot C is certified for Transfer of Development Rights.</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Protects Soil, Unique or Critical Wildlife, Native Plant Habitat:</strong> Preserves coniferous &amp; deciduous tree canopy, native understory plants/shrubs along moderately and steep sloped terrain, protects banks of permanent stream; provides cover and forage for a variety of terrestrial species and birds, and protects Lake Whatcom.</td>
<td>8</td>
<td>10</td>
<td><strong>Wildlife Habitat:</strong> Abundant wildlife, and diverse species populate forested canopy and underbrush at edges of forested areas; undeveloped natural areas further protect seasonal stream with known cutthroat fish population.</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Promotes Conservation Principles by Example/Offers Educational Opportunities:</strong> Posted Open Space Signage will communicate that the site is under conservation and may increase awareness about conservation opportunities available in the Lake Whatcom Watershed.</td>
<td>5</td>
<td>10</td>
<td><strong>Parcel Size</strong> Total Parcel acreage is 48.04 acres “Abandoned” Home site is 1.00 acre 47.04 application acres</td>
<td>5%</td>
<td>&gt;20 acres = +10% max; &lt; 5 acres = - 10% max</td>
</tr>
<tr>
<td><strong>Enhances Value of Abutting Parks, Forests, Wildlife Preserves, or other Open Spaces:</strong> Preservation of natural areas enhances ecosystem diversity and protects linkages between adjacent Lookout Mountain Habitat Conservation Area Urban Natural Open Space.</td>
<td>8</td>
<td>10</td>
<td><strong>Linkage with other Open Space</strong> Site abuts Lookout Mountain Habitat Conservation Area Urban Natural Open Space (HCA 2,3,10).</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td><strong>Enhances Recreation Opportunities:</strong> Applicants request that public access be waived to protect critical wildlife habitat, and because unmonitored public access with steep slopes, embankments, and deteriorating structures on site may pose risk of danger to the public.</td>
<td>0</td>
<td>10</td>
<td><strong>Natural Areas</strong> Approximately 99% is covered with natural vegetation. While subject to the open space classification, the land will remain in a naturally vegetated condition for the duration of the open space taxation agreement.</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td><strong>Preserves Historic and Archeological Sites</strong> None.</td>
<td>0</td>
<td>10</td>
<td><strong>Financial Advantage</strong> None.</td>
<td>0%</td>
<td>40% (+/-)</td>
</tr>
<tr>
<td><strong>Discretionary Value</strong> None.</td>
<td>0%</td>
<td>40% (+/-)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total** 41 70 **Total** 60% 100%

The Public Benefit Rating is calculated using the following formula:

Public Benefit Rating Formula \[ BV+ (BV \times PBV) = PBR \times 41+ (41 \times 60) = 65.6 \]

**OSP2015-00001 Public Benefit Rating (PBR) = 65.6**

Must receive at least 45 points for a staff recommendation of approval
Open Space Land - New Application
OSP2015-00001 – Shiraz & Neila Balolia
Parcel A APN#: 370408 382169 - 19.48 Ac.
Parcel B APN#: 370408 387072 - 21.2 Ac.
Parcel C APN#: 370409 011163 - 6.36 Ac.
App. Ac. - .47.04

Subject Parcels
Zoning & Comprehensive Plan
Open Space Land - New Application
OSP2015-00001 – Shiraz & Neila Balolia
Parcel A APN#: 370408 382169 - 19.48 Ac.
Parcel B APN#: 370408 387072 - 21.2 Ac.
Parcel C APN#: 370409 011163 - 6.36 Ac.
App. Ac. - .47.04
Open Space Land
Public Benefit Rating System-Evaluation Form

File # OSP2015-00002

<table>
<thead>
<tr>
<th>Property Owner(s)</th>
<th>Classification: Open Space Land</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sara L. Purviance</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>4431 Aldrich Road</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Bellingham</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>State: WA Zip: 98226</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Address:</td>
<td></td>
</tr>
<tr>
<td>4431 Aldrich Road</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Subarea: Bellingham Urban Fringe</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Comprehensive Plan Designation</td>
<td>Urban Growth Area (UGA)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Historical Land Use:</td>
<td></td>
</tr>
<tr>
<td>Residential:</td>
<td></td>
</tr>
<tr>
<td>Purviance Short Plat</td>
<td></td>
</tr>
<tr>
<td>Single Family Residence</td>
<td></td>
</tr>
<tr>
<td>Residential Garden</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessor's Parcel No. (s):</td>
<td>Parcel/OSL Acres</td>
</tr>
<tr>
<td>380211 527492 0000</td>
<td>6.59/5.59</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Parcel Acre(s): 6.59</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Open Space Land Application Acre(s): 5.59</td>
<td></td>
</tr>
<tr>
<td>Zoning Designation:</td>
<td></td>
</tr>
<tr>
<td>Urban Residential Mixed (URMX)</td>
<td></td>
</tr>
<tr>
<td>Shorelines: N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Soil/Type Capabilities:</td>
<td></td>
</tr>
<tr>
<td># 178 Whatcom silt loam, 0-3% % slopes, 14.4 % of parcel</td>
<td></td>
</tr>
<tr>
<td># 182 Whatcom-Labounty silt loams, 0-8% slopes, 85.7 % of parcel</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
<tr>
<td># 178 Whatcom silt loam is an Agricultural Protection Overlay (APO) soil designation</td>
<td></td>
</tr>
<tr>
<td>Basic Value (BV)</td>
<td>Score</td>
</tr>
<tr>
<td>------------------</td>
<td>-------</td>
</tr>
<tr>
<td><strong>Conserves or Enhances Natural, Cultural or Scenic Resources:</strong></td>
<td>8</td>
</tr>
<tr>
<td>Naturally vegetated 6.59 acre site serves as a visual buffer between areas of human habitation and mixed use development, protects natural areas viewed from County road. Parcel acreage will not be further developed subject to classification as Open Space Land.</td>
<td></td>
</tr>
<tr>
<td><strong>Protect Streams, Stream Corridors, Wetlands, Shorelines and Aquifers:</strong></td>
<td>8</td>
</tr>
<tr>
<td>Predominantly vegetated site preserves hydrologic processes, and controls stormwater run-off, preventing erosion. Site is utilized by nearby development as an off-site stormwater facility drainage.</td>
<td></td>
</tr>
<tr>
<td><strong>Protects Soil, Unique or Critical Wildlife, Native Plant Habitat:</strong></td>
<td>7</td>
</tr>
<tr>
<td>Preserves coniferous &amp; deciduous tree canopy along seasonal stream, native understory plants and shrubs, grassy areas, and ground cover; vegetated areas provide cover and forage for a variety of terrestrial species and birds.</td>
<td></td>
</tr>
<tr>
<td><strong>Promotes Conservation Principles by Example/Offers Educational Opportunities:</strong></td>
<td>8</td>
</tr>
<tr>
<td>Posted Open Space Sign communicates that site is under conservation. Site is across from a public school, and may be utilized by small educational groups to learn about wildlife and open space conservation.</td>
<td></td>
</tr>
<tr>
<td><strong>Enhances Value of Abutting Parks, Forests, Wildlife Preserves, or other Open Spaces:</strong></td>
<td>5</td>
</tr>
<tr>
<td>Preservation of natural areas enhances ecosystem diversity and health of adjacent open spaces.</td>
<td></td>
</tr>
<tr>
<td><strong>Enhances Recreation Opportunities:</strong></td>
<td>7</td>
</tr>
<tr>
<td>Picnicking, wildlife and wildlife habitat observation, and scientific day uses are welcome by appointment. Small educational groups are welcome with prior arrangement, by appointment.</td>
<td></td>
</tr>
<tr>
<td><strong>Preserves Historic and Archeological Sites</strong></td>
<td>0</td>
</tr>
<tr>
<td>None.</td>
<td></td>
</tr>
<tr>
<td><strong>Discretionary Value</strong></td>
<td>0%</td>
</tr>
<tr>
<td>None.</td>
<td>Total</td>
</tr>
<tr>
<td>Total</td>
<td>43</td>
</tr>
</tbody>
</table>

The Public Benefit Rating is calculated using the following formula:

Public Benefit Rating Formula \( BV + (BV \times PBV) = PBR \) \( 43 + (43 \times 60) = 68.8 \)

OSP2015-00002 Public Benefit Rating (PBR) = 68.8

Must receive at least 45 points for a staff recommendation of approval
Open Space Land - New Application
OSP2015-00002 – Sara Purviance
APN#: 380211 527492 - 6.69 Ac.
App. Ac. - 5.59

Subject Parcel
Zoning & Comprehensive Plan
Open Space Land - New Application
OSP2015-00002 - Sara Purviance
APN#: 380211 527492 - 6.69 Ac.
App. Ac. - 5.59

Subject Parcel
City
UGA
Rural
# Open Space Land

**Public Benefit Rating System-Evaluation Form**

<table>
<thead>
<tr>
<th>Property Owner(s)</th>
<th>Classification: <strong>Open Space Land</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bar Rental LLC</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>Status: New Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>3660 Slater Road</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State: WA  Zip: 982248</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site Address:</th>
<th>Assessor's Parcel No. (s): Parcel/OSL Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3909 Bennett Drive</strong></td>
<td>380214 193464 0000 7.89/4.54+/-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subarea:</th>
<th>Comprehensive Plan Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham Urban Fringe</td>
<td>Urban Growth Area (UGA)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parcel Acre(s):</th>
<th>Historical Land Use:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.89</td>
<td>Vacant Wooded Area</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zoning Designation:</th>
<th>Soil/Type Capabilities:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light Impact Industrial (LII)/ Gateway Industrial (GI)</td>
<td># 182 Whatcom-Labounty silt loams, 0-8% slopes, 100% of application acres</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shorelines:</th>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Soils not designated for Agricultural Overlay Protection (APO) Parcel is split zoned with most of the subject area zoned LII, with a small portion to the east zoned GI.</td>
</tr>
</tbody>
</table>
**Basic Value (BV)**

**Conserves or Enhances Natural, Cultural or Scenic Resources:**
Conserves and enhances approximately 4.54 acres of naturally vegetated open space; serves as visual buffer between areas of human habitation and mixed use development in the unincorporated UGA reserved for Bellingham. Parcel acreage will not be further developed (by agreement) subject to classification as Open Space Land.

<table>
<thead>
<tr>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>10</td>
</tr>
</tbody>
</table>

**Public Benefit Value (PBV)**

**Public Access:** Posted Open Space Sign; Public Access with one day prior notice; Two designated off-street parking spots in developed commercial use parking lot fronting public road with room for additional parking by special arrangement. Primitive trail provides visual access to undisturbed wetlands and wildlife. Proximity to adjacent mixed uses may increase utilization of site.

**Water Resource Protection:**
The subject parcel is subject to an Aquifer Susceptibility designation of "HIGH" and is in the Bellingham Bay Watershed. Site contains Category II, Category III & Category IV wetlands.

<table>
<thead>
<tr>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>40%</td>
</tr>
</tbody>
</table>

**Protects Soil, Unique or Critical Wildlife, Native Plant Habitat:**
Retention of naturally regenerated tree species protects soil resources; naturally vegetated understory provides habitat for terrestrial species and birds.

<table>
<thead>
<tr>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>10</td>
</tr>
</tbody>
</table>

**Wildlife Habitat:**
Naturally regenerated deciduous forest provides habitat for birds, and vegetated understory provides food and cover to terrestrial species.

<table>
<thead>
<tr>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>15%</td>
<td>20%</td>
</tr>
</tbody>
</table>

**Promotes Conservation Principles by Example/Offer Education Opportunities:**
Posted Open Space Sign communicates that site is under conservation. Opportunity to develop and maintain primitive trail is available to youth or scouting groups. Information about development process and offsite mitigation banking is available by request.

**Parcel Size:**
Parcel is 7.89 acres
Commercial Use is approximately 3.35 acres
4.54 +/- open space land application acres

<table>
<thead>
<tr>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>10</td>
</tr>
</tbody>
</table>

**Linkage with other Open Space:**
Site does not abut classified open space lands, or open areas associated with PUD's, Cluster Subdivisions. Site is adjacent to a private recreational vehicle park.

<table>
<thead>
<tr>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>10</td>
</tr>
</tbody>
</table>

**Natural Areas:**
Approximately 57% of the site is covered with natural vegetation. While subject to the open space classification, the land will remain in a naturally vegetated condition for the duration of the open space taxation agreement.

<table>
<thead>
<tr>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>10</td>
</tr>
</tbody>
</table>

**Financial Advantage:**
None.

<table>
<thead>
<tr>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>10</td>
</tr>
</tbody>
</table>

**Preserves Historic and Archeological Sites:**
None.

<table>
<thead>
<tr>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>10</td>
</tr>
</tbody>
</table>

**Discretionary Value:**
None.

<table>
<thead>
<tr>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>10</td>
</tr>
</tbody>
</table>

**Total**

<table>
<thead>
<tr>
<th>Score</th>
<th>MAX</th>
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</thead>
<tbody>
<tr>
<td>43</td>
<td>70</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Score</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>66%</td>
<td>100%</td>
</tr>
</tbody>
</table>

---

The Public Benefit Rating (PBR) is calculated using the following formula:

Public Benefit Rating Formula: \[ BV + (BV \times PBV) = PBR \]

\[ 43 + (43 \times .66) = 71.38 \]

**OSP2015-00003**

Public Benefit Rating (PBR) = 71.38

---

**Must receive at least 45 points for a staff recommendation of approval**
Zoning & Comprehensive Plan
Open Space Land - New Application

OSP2015-00003 - Bar Rental LLC
APN#: 380214 193464 - 7.89 Ac.
App. Ac. - 4.54 (Wooded Area Only)
HYPOTHETICAL EXAMPLE OF APPLIED PUBLIC BENEFIT RATING
RESULTING IN NEW CURRENT USE VALUE AND “SHIFT” IN TAXES

UPON APPLICATION APPROVAL
TO CLASSIFY OR RE-CLASSIFY AS OPEN SPACE LAND

**TERMS:**

- FMVA = Fair Market Value per acre
- CUVA = Current Use Value per acre
- FMV = Fair Market Value per acre multiplied by # of acres
- CUV = Current Use Value per Acre multiplied by # of acres
- PBR = Public Benefit Rating
- DIFF = Difference between FMV and CUV
- SAVINGS = Savings is difference between Fair Market Value and Current Use Value multiplied by the PBR
- NEW VALUE is FMV-SAVINGS
- NEW VALUE X CONSOLIDATED LEVY RATE = NEW TAXES
- LEVY RATE = HYPOTHETICAL CONSOLIDATED LEVY RATE

**FORMULA:**

| FMV-CUV = DIFF |
| DIFF X PBR = SAVINGS |
| FMV-SAVINGS = NEW VALUE |
| NEW VALUE X LEVY RATE = TAXES |

**CALCULATION:**

| FMV-CUV = DIFF |
| DIFF X PBR = SAVINGS |
| FMV-SAVINGS = NEW VALUE |

**HYPOTHETICAL EXAMPLE:**

Application for Open Space Land
= 20 acres - vacant raw land

| Variables: |
| Fair Market Value/acre = 30,000 |
| PBR = 85% |
| CUVA = 1,200 |
| CUV = 20 X 1,200 = 24,000 |
| HYPOTHETICAL CONSOLIDATED LEVY RATE = 10 dollars per every thousand dollars of assessed value or 821 |

FMV taxes = 6,000
Current Use Taxes = 1,104
TAX SHIFT = 4,896
EXPLANATION OF TAX SHIFT:

LEVY RATE = 10 dollars per every thousand dollars of assessed value or .01

Fair Market Value TAX = 600,000 X .01 = $6,000.00 Taxes

Current Use Value TAX = 110,400 X .01 = $1,104.00 Taxes

- Difference between FMV Tax & CUV Tax $6,000-$1,104 = $4,896

- $4,896 in taxes that would otherwise be collected from this tax payer are “shifted” to other tax payers in the form of an increase in the levy rate applied to all assessed values on property within any given taxing district (as applicable) including the subject parcel acres that are approved for assessment at current use. The particular taxing district will still need to meet its budget, and in order to accomplish this, to offset reduction in value from properties classified under the current use programs (and other exemptions) will increase its levy rate to meet its budget.

NOTE: at 100% PBR the shift in taxes on the above example would be $5,760.00

- Generally, a tax code area is defined by geographic boundaries where most all of the parcels are subject to the same consolidated levy rate. However, not all parcels in a geographically defined tax code area are captured by the same taxing districts. For example, if in a particular tax code area there are two parcels of land that are contiguous, and one is developed, and one is raw unimproved land, and both are in the fire district’s boundaries, the improved land will be subject to a levy by the fire district, but the unimproved land will not be subject to a levy by the fire district.

- The example above illustrates why it is difficult to calculate the increase in taxes affecting tax payers whose land is assessed at fair market value, that would be imposed by the approval of a parcel at current use values.

- To further illustrate: the compensating increase in a taxing district’s levy rate will also apply to land assessed at current use values within a taxing district’s boundaries, but since the assessed value per acre has been substantially reduced as compared to fair market value, the amount of compensatory tax to meet the district’s budget is proportionately much less from these parcels as compared to those from parcels assessed at fair market value.
Whatcom County

Open Space Policy and Criteria

and

Public Benefit Rating System, 1995
SUMMARY OF WHATCOM COUNTY OPEN SPACE POLICIES

I. **Public Benefit Rating System**: All applications for open space open space and open space- farm and agriculture conservation will be rated according to the Whatcom County Public Benefit Rating System described in the following pages. A Public Benefit Rating of at least 45 must be attained in order to be recommended for approval. In addition, the amount of tax reduction to be granted to open space applications will be based on the Public Benefit Rating. The greater the public benefit provided by keeping the property in open space use, the greater the tax reduction.

II. **Public access**: As a condition of approval, owners of open space parcels must agree to provide a certain degree of public access according to the Whatcom County Public Access Policy listed on Page 12. All applications shall be accompanied by the owner’s proposed rules of conduct and a description of how public access is to be managed, within the limitations outlined in the Whatcom County Public Access Policy. Note: On parcels where there is a documented occurrence of a State or Federal Endangered or Threatened species; Federal Proposed Endangered or Threatened Species; and State Sensitive or Monitor Species; or where there is a known or potentially significant archaeological site; or when the purpose of the open space is for wetland conservation, the public access requirement may be waived by the Council.

III. **Open Space Sign**: As a condition of approval, owners of open space parcels must agree to post a sign in a location visible to passing motorists, in accordance with the Whatcom County Open Space Sign Policy on Page 13 indicating the parcel’s open space status and the availability of public access. As with the public access requirement, the requirement for posting of a sign may be waived in some instances.

IV. **Hold Harmless Agreement**: All open space property owners must sign a hold harmless agreement, freeing Whatcom County of any liability which may arise as a result of open space approval. A copy of the hold harmless agreement is included on Page 14.
WHATCOM COUNTY OPEN SPACE POLICY AND CRITERIA 
AND PUBLIC BENEFIT RATING SYSTEM

I. APPROVAL CRITERIA: OPEN SPACE/OPEN SPACE AND OPEN SPACE/FARM & AGRICULTURE CONSERVATION

Washington State law specifies that: In determining whether an application made for open space current use taxation status should be approved or disapproved, pursuant to RCW 84.34.020, subsection (1)(b) (Open Space/Open Space) or subsection (c) (Open Space/Farm & Agriculture Conservation), the Whatcom County Planning Commission will consider in its recommendations to the County Council whether or not preservation of the current use of the land, when balanced against the resulting revenue loss or tax shift from granting the application will:

1. Conserve or enhance natural, cultural or scenic resources, or
2. Protect streams, stream corridors, wetlands, natural shorelines and aquifers, or
3. Protect soil resources and unique or critical wildlife and native plant habitat, or
4. Promote conservation principles by example or by offering educational opportunities, or
5. Enhance the value of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open spaces, or
6. Enhance recreation opportunities, or
7. Preserve historic and archaeological sites, or
8. Affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of the property.

II. PUBLIC BENEFIT RATING SYSTEM

A. Based on the first seven (7) approval criteria listed above in conjunction with number eight (8) above, the Planning Department staff will assign each application for Open Space/Open Space and Open Space/Farm & Agriculture Conservation a PUBLIC BENEFIT RATING using the method described below.

B. A parcel must receive a PUBLIC BENEFIT RATING of at least forty five (45) to be recommended for approval.

C. The PUBLIC BENEFIT RATING will be used by the County Assessor’s office in determining the amount of tax reduction for Open Space/Open Space and Open Space/Farm & Agriculture Conservation parcels.
III. PUBLIC BENEFIT RATING CALCULATION

A. BASIC VALUE
The Planning and Development Services Department will review each Open Space/Open Space and Open Space/Farm & Agriculture Conservation application and will assign to each a BASIC VALUE that represents the degree of conformance with the BASIC VALUE CRITERIA listed in Section IV below.

B. PUBLIC BENEFIT VALUE
The BASIC VALUE will be increased (or decreased) by a percentage (PUBLIC BENEFIT VALUE) representing the benefit to the general welfare of preserving the current use of the property, based on conformance with the factors listed in section V below.

C. PUBLIC BENEFIT RATING FORMULA
The PUBLIC BENEFIT RATING will be calculated using the following formula:

\[ PBR = BV + (BV \times PBV) \]

where:

\[ PBR = \text{PUBLIC BENEFIT RATING} \]
\[ BV = \text{BASIC VALUE} \]
\[ PBV = \text{PUBLIC BENEFIT VALUE} \]

IV. BASIC VALUE CRITERIA:

A. Open Space/Open Space
A maximum of ten points for open space/open space applications may be assigned for each of the 7 items based upon conformance with the criteria listed below.

1. Conserve or enhance natural, cultural or scenic resources.

Criteria for approval:

a. lands which possess unique scenic vistas available to the public or are within the visual corridor of scenic roads or highways;

b. lands which, when left in their natural state, would serve as buffers between areas of commercial or industrial activity and areas of human habitations;
c. lands which can serve to prevent the spread of high density residential development into less developed areas;
d. lands located adjacent to airports.

2. Protect streams, stream corridors, wetlands, natural shorelines and aquifers.
   **Criteria for approval:**

   a. lands within a 100-year floodplain;
b. lands within or adjacent to areas of domestic water supply;
c. lands near or adjacent to streams or rivers where, if alterations were to occur, a resulting loss of quality would also occur in the conditions of water and the general functioning of the regime;
d. lands which provide for preservation of bogs or swamps;
e. lands adjacent to bodies of water, both marine and fresh;
f. lands including and adjacent to wetlands and tidal areas (these lands would not necessarily be approved contingent upon public access agreement due to biological sensitivities).

3. Protect soil resources and unique or critical wildlife and native plant habitat.
   **Criteria for approval:**

   a. lands where slopes exceed 25% or areas where underlying geology and soils are known to produce unstable conditions;
b. lands where, if alterations were to occur, a resulting high risk of soil erosion would follow;
c. lands which represent habitats for unique or critical wildlife or native plants, or where there is a documented occurrence of a State or Federal Endangered Species; State or Federal Threatened Species; Federal Proposed Endangered or Threatened Species; or State Sensitive or Monitor Species as listed in the Washington Department of Wildlife Nongame Data System. On parcels where there this documentation, the Department shall automatically recommend approval with a recommendation that a sign and public access shall not be required.

4. **Promote conservation principles by example or by offering educational opportunities.**
   
   **Criteria for approval:**

   a. lands which are an example of application of conservation principles;
b. lands which offer opportunities for conservation education such as
5. Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open spaces; Criteria for approval:
   a. land that the local County Park Board has identified for possible future park acquisition;
   b. land designated in County Parks, Recreation and Open Space Study and other documents as significant park land, open space or conservation areas;
   c. lands which, as open space, may help to provide for successful implemention of County Trail Plan;
   d. lands which are near or adjacent to existing public parks, forests, wildlife preserves, nature reservations, sanctuaries, schools or other open space lands classified under RCW 84.33 or RCW 84.34;

6. Enhance recreation opportunities.
   Criteria for approval:
   a. lands possessing private recreational facilities which are available to the public without charge;
   b. lands which provide opportunities for passive recreational activities such as, but not limited to, hiking, horseback riding, hunting, fishing, bird watching, and nature observation;

7. Preserve historic and archaeological sites.
   Criteria for approval:
   a. areas or sites which have been identified as significant on local, state or national Historic Registers;
   b. areas or sites of known or potential archaeological significance. On parcels where there is a known or potentially significant archaeological site, the Department shall automatically recommend approval with a recommendation that a sign and public access shall not be required.

B. Open Space/Farm & Agriculture Conservation

Only parcels consistent with RCW 84.34.020(8)(a)(b) may be considered for Open Space/Farm & Agriculture Conservation.
A maximum of fifteen (15) points for Open Space/Farm & Agriculture Conservation applications may be assigned for each of the first two (2) items listed below, and a maximum of five (5) points may be assigned for the remaining eight (8) items listed below based upon conformance with the criteria listed.

1. Traditional or potential farmland.

Criteria for approval: lands which have historically been used for agriculture; and/or lands that have not been devoted to a use inconsistent with agricultural uses.

2. Soil Value

Criteria for approval:
   a. lands which contain prime farmland as defined by the U.S. Department of Agriculture; or
   b. lands which contain capability classification I-IV according to the US Department of Agriculture Land Capability Classification system.

3. Comprehensive Plan Designation

Criteria for approval: Lands which are designated Agriculture or Incentive Agriculture in the Whatcom County Comprehensive Plan.

4. Conserve or enhance natural, cultural or scenic resources.

Criteria for approval:
   a. lands which possess unique scenic vistas available to the public or are within the visual corridor of scenic roads or highways;
   b. lands which, when left in their natural state, would serve as buffers between areas of commercial or industrial activity and areas of human habitations;
   c. lands which can serve to prevent the spread of high density residential development into less developed areas;
   d. lands located adjacent to airports.
5. Protect streams, stream corridors, wetlands, natural shorelines and aquifers.

**Criteria for approval:**
- lands within a 100-year floodplain;
- lands within or adjacent to areas of domestic water supply;
- lands near or adjacent to streams or rivers where, if alterations were to occur, a resulting loss of quality would also occur in the conditions of water and the general functioning of the regime;
- lands which provide for preservation of bogs or swamps;
- lands adjacent to bodies of water, both marine and fresh;
- lands including and adjacent to wetlands and tidal areas (these lands would not necessarily be approved contingent upon public access agreement due to biological sensitivities).

6. Protect soil resources and unique or critical wildlife and native plant habitat.

**Criteria for approval:**
- lands where slopes exceed 25% or areas where underlying geology and soils are known to produce unstable conditions;
- lands where, if alterations were to occur, a resulting high risk of soil erosion would follow;
- lands which represent habitats for unique or critical wildlife or native plants, or where there is a documented occurrence of a State or Federal Endangered Species; State or Federal Threatened Species; Federal Proposed Endangered or Threatened Species; or State Sensitive or Monitor Species as listed in the Washington Department of Wildlife Nongame Data System. On these parcels the Department shall automatically recommend approval with a recommendation that a sign and public access shall not be required.

7. Promote conservation principles by example or by offering educational opportunities.

**Criteria for approval:**
- lands which are an example of application of conservation principles;
- lands which offer opportunities for conservation education
such as interpretive centers or trails.

8. **Enhance the value to the public of abutting or neighboring parks, forests, agricultural lands, wildlife preserves, nature reservations or sanctuaries or other open spaces.**

**Criteria for approval:**

a. land that the local County Park Board has identified for possible future park acquisition;
b. land designated in County Parks, Recreation and Open Space Studies and other documents as significant park land, open space or conservation areas;
c. lands which, as open space, may help to provide for successful implementation of County Trail Plan;
d. lands which are near or adjacent to existing public parks, forests, wildlife preserves, nature reservations, sanctuaries, schools or other open space lands classified under RCW 84.33 or RCW 84.34;

9. **Enhance recreation opportunities.**

**Criteria for approval:**

a. lands possessing private recreational facilities which are available to the public without charge;
b. lands which provide opportunities for passive recreational activities such as but not limited to hiking, horseback riding, hunting, fishing, bird watching, and nature observation;

10. **Preserve historic and archaeological sites.**

**Criteria for approval:**

a. areas or sites which have been identified as significant on local, state or national Historic Registers;
b. areas or sites of known or potential archaeological significance. On parcels where there is a known or potentially significant archaeological site, the Department shall automatically recommend approval with a recommendation that a sign and public access shall not be required.
V. PUBLIC BENEFIT VALUE CRITERIA
The following list of open space characteristics have been determined to have a high priority in providing (or deterring from) benefit to the general welfare will be used to determine the PUBLIC BENEFIT VALUE for each Open Space/Open Space and Open Space/Farm & Agriculture Conservation application. The total PUBLIC BENEFIT VALUE will increase (or decrease) the BASIC VALUE by a certain percentage. It is possible to attain a PUBLIC BENEFIT VALUE of up to 140%, resulting in a maximum possible increase of 140%.

A. PUBLIC ACCESS (Maximum 40% increase)
1. Shoreline access
2. Recreation access
3. Public road frontage
4. Availability of off-street parking
5. Quality of access in terms of accessibility and owner’s Proposed rules of conduct and access management

B. WATER RESOURCE PROTECTION (Maximum 20% increase)
1. Watershed of domestic water supply
2. Aquifer recharge area
3. Preservation of hydrologic processes:
   -streams and natural drainage courses
   -wetlands, swamps, bogs
   -lakes

C. WILDLIFE HABITAT (Maximum 20% increase)
1. State or Federal Endangered Species; State or Federal Threatened Species; Federal Proposed Endangered or Threatened Species; or State Sensitive or Monitor Species.
2. Abundance and diversity of wildlife (associated with "edge" type habitat and areas of vegetative and topographic diversity).

D. PARCEL SIZE
1. Twenty (20) acres or larger (Maximum 10% increase)
2. Smaller than five (5) nominal acres (Maximum 10% decrease for OS Open Space applications; Required 40% decrease for OS Farm and Agriculture Conservation applications)

E. LINKAGE WITH OTHER OPEN SPACES (Maximum 5%
increase)
Adjacent to other Open Space, parks, or open areas associated with Planned Unit Developments, Cluster Subdivisions, or Binding Site Plans.

F. NATURAL AREAS (Maximum 5% increase)
Based on how much of parcel is in natural cover and not developed with homesite, outbuildings, and clearings.

G. FINANCIAL ADVANTAGE (Maximum 40% decrease)
The use to which the land is put derives a financial advantage for it owners.

H. DISCRETIONARY VALUE (Maximum 40% increase)
Minimum 40% decrease)
Discretionary value may be added or subtracted where land provides or detracts from public benefits other than those specifically listed above. If discretionary value is added or subtracted, the provision of or detraction from public benefits shall be set forth in detail on the supplemental application form and on the scoring sheet.
PUBLIC ACCESS

All applications for Open Space/Open Space and Open Space Farm & Agriculture Conservation shall be accompanied by the owners’ proposed rules of conduct and a description of how public access is to be managed, within the limitations outlined below.

The term “Public Access” is limited and defined as the right of any individual to request permission to enter and visit the premises on foot for legitimate recreational purposes such as bird watching, scenic observation, scientific investigation, picnicking during daylight hours, and strolling and general relaxation on the premises. This right is subject to the execution by the visitor of:

1. An agreement to abide by any reasonable rules of personal conduct required by the owners while on the premises, and

2. A general release of the owner from liability for any injury suffered by the visitor while on the premises. Permission will be granted without discrimination, EXCEPT in the case of a person in disorderly or apparently intoxicated condition in which case permission will be denied. Any permission previously granted shall become automatically revoked, and the visitor deemed to be a trespasser upon the premises.

Owners retain and reserve the power to officially post and enforce rules not inconsistent with the foregoing provisions and conditions for public entry upon the premises.

DATED this ____________ day of ____________, 2000

SIGNED:

________________________________________
owner

________________________________________
owner

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OPEN SPACE SIGN POLICY

As a condition of approval of your open space application, you must post a two foot (2' x 2') sign on your property to indicate open space status, public access, and the Open Space Agreement number within one month of executing the Open Space Agreement.

The sign must be located on the property's road frontage in as conspicuous a location as possible.

Construction of the sign will be the responsibility of the applicant and will be in accordance with the specifications on file with the Planning and Development Services Department. It is the property owner's responsibility to assure that the sign remains in place during the period of the open space agreement.

This policy affects all Open Space/Open Space and Open Space/Farm and Agricultural Conservation applications.
Whatcom County Council

AFFIDAVIT OF POSTING OF
OPEN SPACE SIGN
PURSUANT TO WHATCOM COUNTY
OPEN SPACE SIGN POLICY AND SPECIFICATION

__________________________, being first duly sworn upon
oath, deposes and says:

That I have posted a two foot by two foot Open Space Sign in accordance
with the Whatcom County Open Space Sign Policy and the Whatcom
County Open Space Sign Specification, in a conspicuous location, visible to
passing motorists, indicating the Open Space status of the following Open
Space parcel(s):
Assessor’s Parcel Number(s):

I understand that it is the property owner’s responsibility to assure that the
sign(s) remains in place during the period of the Open Space Agreement;
that posting of the Open Space sign is subject to verification by County
personnel; and that failure to maintain the sign is a violation of the Open
Space Agreement and may result in withdrawal of Open Space status with
attendant taxes and penalties payable pursuant to RCW 84.34.

Signature of Property Owner or other person posting property

I certify that I know or have satisfactory evidence that
signed this instrument and acknowledged it to be his/her free and voluntary act for the uses
and purposes mentioned in this instrument.

Dated
Signature of
Notary Public

Title
My Appointment
Expires
WHATCOM COUNTY OPEN SPACE SIGN SPECIFICATION

As a condition of approval of your Open Space application, you must post at least one Open Space sign on the property’s road frontage in a conspicuous location, visible to passing motorists. It shall be the property owner’s responsibility to assure that the sign remains in place during the period of the Open Space Agreement.

A typical sign and mounting are illustrated below. The sign shall be purchased from the Whatcom County Planning and Development Department for $5.00 plus tax of .39 cents. The sign shall be permanently attached to a weather-resistant solid backing at least two feet by two feet in size. You may also post reasonable rules of personal conduct while on the premises, pursuant to Whatcom County Public Access Policy. Such rules shall be approved by the Planning Department prior to posting.

TYPICAL SIGN AND MOUNTING

THIS PROPERTY IS DESIGNATED OPEN SPACE

Pursuant to the provisions of RCW 84.34, public access is permitted for recreational purposes subject to the terms and conditions of Whatcom County Open Space Agreement No.

(space for posting rules)

$2 x 2" posts

1/4 inch plywood

ground level
HOLD HARMLESS AGREEMENT

Owner Name

Owner Name

In consideration for Whatcom County's approval of the attached Open Space Application, with any conditions that may be imposed, hereby agree to defend, indemnify and hold harmless Whatcom County, its officers and employees from any claim that may arise against Whatcom County as a result of the approval of the attached application with conditions.

This agreement shall become binding only after the Whatcom County Council has approved the attached application.

Parcel number(s):

Dated: This _______ day of ______________________, 2008

Signed:

Owner Name

Owner Name
Open Space Taxation Act

The information and instructions in this publication are to be used when applying for assessment on the basis of current use under the "open space laws," chapter 84.34 RCW and chapter 458-30 WAC.

What is the Open Space Taxation Act?
The Open Space Taxation Act, enacted in 1970, allows property owners to have their open space, farm and agricultural, and timber lands valued at their current use rather than at their highest and best use. The Act states that it is in the best interest of the state to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands for the production of food, fiber, and forest crops and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the state and its citizens.

Lands qualifying for current use classification
The law provides three classifications:

Open space land
Farm and agricultural land
Timber land

Open space land is defined as any of the following:

1. Any land area zoned for open space by a comprehensive official land use plan adopted by any city or county.

2. Any land area in which the preservation in its present use would:
   a. Conserve and enhance natural or scenic resources.
   b. Protect streams or water supply.
   c. Promote conservation of soils, wetlands, beaches or tidal marshes. (As a condition of granting open space classification, the legislative body may not require public access on land classified for the purpose of promoting conservation of wetlands.)
   d. Enhance the value to the public of neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space.
   e. Enhance recreation opportunities.
   f. Preserve historic sites.
   g. Preserve visual quality along highway, road, and street corridors or scenic vistas.
   h. Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative authority granting the open space classification.

3. Any land meeting the definition of "farm and agricultural conservation land," which means either:
   a. Land previously classified under the farm and agricultural classification that no longer meets the criteria and is reclassified under open space land; or
   b. "Traditional farmland," not classified, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and that has a high potential for returning to commercial agriculture.

This fact sheet provides general information regarding the Open Space Taxation Act. The information is current at the date of publication. Please note subsequent law changes may supersede or invalidate some of this information.
Farm and agricultural land is defined as any of the following:

1. Any parcel of land that is 20 or more acres, or multiple parcels of land that are contiguous and total 20 or more acres, and are:
   a. Devoted primarily to the production of livestock or agricultural commodities for commercial purposes.
   b. Enrolled in the federal conservation reserve program (CRP) or its successor administered by the United States Department of Agriculture.
   c. Other commercial agricultural activities established under chapter 458-30 WAC.

2. Any parcel of land that is five acres or more but less than 20 acres, is devoted primarily to agricultural uses, and has produced a gross income equivalent to:
   a. Prior to January 1, 1993, $100 or more per acre per year for three of the five calendar years preceding the date of application for classification.
   b. On or after January 1, 1993, $200 or more per acre per year for three of the five calendar years preceding the date of application for classification.

3. Any parcel of land that is five acres or more but less than 20 acres, is devoted primarily to agricultural uses, and has standing crops with an expectation of harvest within:
   a. Seven years and a demonstrable investment in the production of those crops equivalent to $100 or more per acre in the current or previous calendar year.
   b. Fifteen years for short rotation hardwoods and a demonstrable investment in the production of those crops equivalent to $100 or more per acre in the current or previous calendar year.

4. For parcels of land five acres or more but less than 20 acres, “gross income from agricultural uses” includes, but is not limited to, the wholesale value of agricultural products donated to nonprofit food banks or feeding programs.

5. Any parcel of land less than five acres devoted primarily to agricultural uses and has produced a gross income of:
   a. Prior to January 1, 1993, $1,000 or more per year for three of the five calendar years preceding the date of application for classification.
   b. On or after January 1, 1993, $1,500 or more per year for three of the five calendar years preceding the date of application for classification.

6. “Farm and agricultural land” also includes any of the following:
   a. Incidental uses compatible with agricultural purposes, including wetland preservation, provided such use does not exceed 20 percent of the classified land.

b. Land on which appurtenances necessary for production, preparation, or sale of agricultural products exist in conjunction with the lands producing such products.

c. Any non-contiguous parcel one to five acres, that is an integral part of the farming operations.

d. Land on which housing for employees or the principal place of residence of the farm operator or owner is sited provided the use of the housing or residence is integral to the use of the classified land for agricultural purposes, the housing or residence is on or contiguous to the classified land, and the classified land is 20 or more acres.

e. Land that is used primarily for equestrian-related activities for which a charge is made, including, but not limited to, stabling, training, riding, clinics, schooling, shows, or grazing for feed. Depending on the number of classified acres, the land may be subject to minimum gross income requirements.

f. Land that is primarily used for commercial horticultural purposes, including growing seedlings, trees, shrubs, vines, fruits, vegetables, flowers, herbs, and other plants in containers, whether under a structure or not. For additional criteria regarding this use, please refer to RCW 84.34.020(2)(h).
Timber land is defined as the following:
Any parcel of land five or more acres or multiple parcels of land that are contiguous and total five or more acres which is or are devoted primarily to the growth and harvest of timber for commercial purposes. Timber land means the land only and does not include a residential homesite. The term includes land used for incidental uses that are compatible with the growing and harvesting of timber but no more than 10 percent of the land may be used for such incidental uses.

It also includes the land which appurtenances necessary for the production, preparation, or sale of the timber products exist in conjunction with land producing these products.

The timber land classification may be unavailable in some counties. As a result of the passage of Senate Bill 6180 in 2014, counties have the option to merge their timber land classification into their designated forest land program under chapter 84.33 RCW. To determine whether your county offers the timber land classification, you may contact the county assessor or visit the Department of Revenue’s website at: www.dor.wa.gov.

Who may apply?
An owner or contract vendee may apply for current use assessment. However, all owners or contract vendees must sign the application for classification, and any resulting agreement.

When may I apply?
Applications may be made for classification at any time during the year from January 1 through December 31. If approved, current use assessment will begin on January 1 following the year the application was submitted.

Where do I get the application?
Application forms for the farm and agricultural land classification are available from the county assessor’s office. Application forms for the open space and timber land classifications are available from either the county assessor’s office or by contacting the county legislative authority.

Where do I file the application?
An application for open space classification is filed with the county legislative authority.

An application for farm and agricultural land classification is filed with the county assessor.

An application for timber land classification is filed with the county legislative authority. Timber land applications require that a timber management plan also be filed.

Is there an application fee?
The city or county legislative authority may, at their discretion, establish a processing fee to accompany each application. This fee must be in an amount that reasonably covers the processing costs of the application.

What happens after I file my application for open space classification?
Applications for classification or reclassification as “open space land” are made to the appropriate agency or official called the “granting authority.” If the land is located in the county’s unincorporated area, the county legislative authority is the granting authority on the application. If the land is located within an incorporated area of the county, the application is acted upon by both the county and city legislative authorities.

If the application is subject to a comprehensive plan that has been adopted by any city or county it will be processed in the same manner in which an amendment to the comprehensive plan is processed. If the application is not subject to a comprehensive land use plan, a public hearing on the application will be conducted, but a notice announcing the hearing must be published at least 10 days prior to the hearing.

The granting authority must approve or reject the application within six months of receiving the application. In determining whether an application made for classification or reclassification should be approved or denied, the granting authority may consider the benefits to the general welfare of preserving the current use of the property.
They may require that certain conditions be met including but not limited to the granting of easements.

If the application is approved, the granting authority will, within five calendar days of the approval date, send an agreement to the applicant for signature showing the land classification and conditions imposed. The applicant may accept or reject the agreement. If the applicant accepts, he or she must sign and return the agreement to the granting authority within 30 days after receipt.

The approval or denial of the application for classification or reclassification is a legislative determination and is reviewable only for arbitrary and capricious actions. Appeal can be made only to the superior court of the county where the application was filed.

Within 10 days of receiving notice of classification of the land from the granting authority, the assessor submits the notice to the county auditor for recording in the place and manner provided for the public recording of state tax liens on real property.

If approved, current use assessment will begin on January 1 following the year the application was submitted. The criteria for classification continue to apply after classification has been granted.

How does a public benefit rating system work?
If the county legislative authority has established a public benefit rating system (PBRS) for the open space classification, the criteria contained within the rating system governs the eligibility and valuation of the land subject to the application.

When a county creates or amends a PBRS, all classified open space land will be rated under the new PBRS. Land that no longer qualifies for classification will not be removed from classification, but will be rated according to the PBRS. Within 30 days of receiving notification of the new assessed value established by the PBRS, the owner may request removal of classification of the land without imposition of additional tax, interest, and penalty.

What happens after I file my application for farm and agricultural land classification?
Upon application for classification or reclassification, the assessor may require applicants to provide data regarding the use of the land, including, but not limited to, the productivity of typical crops, sales receipts, federal income tax returns, other related income and expense data, and any other information relevant to the application.

The application will be considered approved unless the assessor notifies the applicant in writing prior to May 1 of the year after the application was submitted. The criteria for classification continue to apply after classification has been granted.

What is an “advisory committee”?
The county legislative authority must appoint a five member committee representing the active farming community within the county. This committee will serve in an advisory capacity to the assessor in implementing assessment guidelines as established by the Department of Revenue for the assessment of open space lands, farm and agricultural lands, and timber lands.

How do I appeal a denial of my farm and agricultural land application?
The owner may appeal the assessor’s denial to the board of equalization in the county where the land is located. The appeal must be filed with the board on or before July 1 of the year of the determination or within 30 days after the mailing of the notice of denial, or within a time limit of up to 60 days adopted by the county legislative authority, whichever is later.

What happens after I file my application for timber land classification?
Applications for timber land classification or reclassification are made to the county legislative authority. A timber management plan is required at the time of application or when a sale or transfer of timber land occurs and a notice of continuance is signed.

The application form requests information about forest management, restocking, fire protection, insect and disease control, weed control, and any other summary of experience and activity that supports the growth and harvest of timber for commercial purposes.
The application is acted upon in a manner similar to open space land applications and within six months of receiving the application.

Approval or denial of a timber land application is a legislative determination and is reviewable only for arbitrary and capricious action. Appeal can be made only to the superior court of the county where the application was filed.

Within 10 days of receiving notice of classification of the land from the granting authority, the assessor submits the notice to the county auditor for recording in the place and manner provided for the public recording of state tax liens on real property.

If approved, current use assessment will begin on January 1 following the year the application was submitted. The criteria for classification continue to apply after classification has been granted.

**How is the value of classified land determined?**

The assessor is required to maintain two values for each parcel that is classified. The first is the value that would be placed on the land if it was not classified. This is commonly referred to as the “fair market value.” The second is the current use land value based on its current use, not highest and best use, as classified by the granting authority.

Open space land located within a county that has adopted a public benefit rating system will be valued according to the criteria of the rating system.

In the absence of a rating system, the per acre value can be no less than the lowest per acre value of classified farm and agricultural land in the county.

In determining the current use value of farm and agricultural land, the assessor considers the earning or productive capacity of comparable lands from crops grown most typically in the area averaged over not less than five years. This earning or productive capacity is the “net cash rental” and is capitalized by a “rate of interest” charged on long term loans secured by a mortgage on farm or agricultural land plus a component for property taxes.

Timber land is valued according to a schedule prepared by the Department of Revenue according to chapter 84.33 RCW. The Department of Revenue annually adjusts and certifies timber land values to be used by county assessors in preparing assessment rolls. The assessors assign the timber land values to the property based upon land grades and operability classes.

**How long does the classification last?**

The land continues in its classification until a request for removal is made by the owner, the use of land no longer complies, a sale or transfer to an owner that causes land to be exempt from property taxes, or the ownership has changed and the new owner has not signed a Notice of Continuance. The notice of removal is recorded with the county auditor in the same manner as the recording of state tax liens on real property. Additional tax, interest, and penalties will apply if the land is removed and the removal does not meet one of the exceptions listed in RCW 84.34.108(6).

**How do I withdraw from classification?**

If intending to withdraw all or a portion of the land from classification after 10 years of classification, the owner must give the county assessor two years prior notice. This notice can be filed after the eighth assessment year of the initial 10-year classification period.

If a portion of the land is removed from classification, the remaining portion must meet the requirements of original classification unless the remaining land has different income or investment criteria.
What happens after I file a request to withdraw?
Upon receipt of a request for withdrawal, the assessor notifies the granting authority that originally approved the classification, and, when two years have elapsed, the assessor withdraws the land from classification. The land withdrawn from classification is subject to seven years of additional tax and interest, but not a 20 percent penalty.

What happens if the classified land is sold or transferred?
When classified land is sold or transferred, the seller or transferor becomes liable at the time of sale for the additional tax, interest, and penalty unless the new owner(s) signs the Notice of Continuance which is attached to or shown on the real estate excise tax affidavit. The county auditor cannot accept an instrument of conveyance on any classified land unless the Notice of Continuance has been signed or the additional tax, interest, and penalty has been paid. The assessor determines if the land qualifies for continued classification.

What if I want to change the use of my classified property?
An owner changing the use of land from a classified use must notify the county assessor within 60 days of this action. The assessor will remove the land from classified status and impose an additional tax equal to the difference between the tax paid on the current use value and the tax that would have been paid on the land had it not been classified. The additional tax is payable for the last seven tax years, plus interest at the same rate as charged on delinquent property taxes, plus a penalty of 20 percent of the total amount.

If the assessor removes my land from classification, may I appeal?
Yes, the owner may file an appeal of the removal from classification to the county board of equalization on or before July 1 of the year of the determination, or within 30 days of the date the notice was mailed by the assessor, or within a time limit of up to 60 days adopted by the county legislative authority, whichever is later.

Upon removal from classification, what taxes are due?
At the time the land is removed from classification, any taxes owing from January 1 of the removal year through the removal date, and any additional tax, applicable interest, and penalty owing are due and payable to the county treasurer within 30 days of the owner being notified.

What if the additional taxes are not paid?
Any additional tax, applicable interest, and penalty become a lien on the land at the time the land is removed from classification. This lien has priority over any other encumbrance on the land. Such a lien may be foreclosed upon expiration of the same period after delinquency in the same manner as delinquent real property taxes. If unpaid, interest is charged on the total amount due at the same rate that is applied by law to delinquent property taxes. Interest accrues from the date of the delinquency until the date the total amount is paid in full.

What is done with the additional tax, interest, and penalty paid when land is removed from classification?
Upon collection, the additional tax is distributed by the county treasurer in the same manner in which current taxes applicable to the subject land are distributed. The applicable interest and penalties are distributed to the county’s current expense fund.
How do I change the classification of my property?
Land may be reclassified, upon request by the owner, subject to all applicable qualifications for each classification, without additional tax, interest, and penalty for the following:

1. Land classified as farm and agricultural land may be reclassified to timber land; timber land may be reclassified to farm and agricultural land.

2. Land classified as either farm and agricultural land or timber land under chapter 84.34 RCW, or forest land under chapter 84.33 RCW may be reclassified to open space land.

3. Land classified as farm and agricultural land or timber land may be reclassified to forest land under chapter 84.33 RCW.

4. Land previously classified as farm and agricultural land may be reclassified to open space land as “farm and agricultural conservation land” and subsequently be reclassified back to farm and agricultural land.

Applications for reclassification are acted upon in the same manner as approvals for initial classification. The county assessor approves all applications for farm and agricultural classifications and reclassifications. The county legislative authority (and in some cases, the city legislative authority) approves all land classifications or reclassifications for timber land and open space land, including farm and agricultural conservation land.

Is supporting information required to change classifications?
The assessor may require an owner of classified land to submit data regarding the use of the land, productivity of typical crops, income and expense data, and similar information regarding continued eligibility.

Laws and Rules
It is helpful to read the complete laws, Revised Code of Washington, chapters 84.33 and 84.34 (RCW) and rules, Washington Administrative Code, chapter 458-30 (WAC) to understand requirements of the classifications and the tax liabilities incurred.

Need More Information?
Requirements for making application for current use classification are available at the county assessor’s office or by contacting the county legislative authority.

For general information contact:
- Department of Revenue, Property Tax Division
  P. O. Box 47471
  Olympia, Washington 98504-7471
  (360) 534-1400
- Website dor.wa.gov
- Telephone Information Center
  1-800-647-7706
- To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715.
- Teletype (TTY) users please call 1-800-451-7985.

Department of Revenue
Washington State
http://dor.wa.gov
2. Deseret Land—Chapter 84 RCW

3. Farm & Horticultural Land

Open Space Taxation Act—Chapter 84 RCW

WASHINGTON COUNTY PROPERTY TAX REDUCTION PROGRAM
PUBLIC ENTITY RATING SYSTEM (PER)
The Washington Department of Fish and Wildlife has designated the following 112 species as Candidates for listing in Washington as State Endangered, Threatened, or Sensitive. The Department reviews species for listing following procedures in Washington Administrative Code 232-12-297. Federal status: Federal Endangered (FE), Proposed Endangered (FPE), Threatened (FT), Proposed Threatened (FPT), Candidate (FC), or Species of Concern (FSC).

| MAMMALS (13) | | MOLLUSKS (9) | | |
|--------------|-----------------|---------------|----------------|
| Preble's Shrew | Lake Chub | Short-finned Pilot Whelk | |
| Merriam's Shrew | Leopard Dace | Ashy (California) Pebble Snail | |
| Townsend's Big-eared Bat | Umatilla Dace | California Frog | |
| Keen's Myotis Bat | River Lamprey | Pinto Abalone | |
| White-tailed Jackrabbit | Pacific Herring | Olympia Oyster | |
| Black-tailed Jackrabbit | Eulachon (Columbia River Smelt) | Columbia Oregonian (snail) | |
| Gray-tailed Vole | Pacific Cod | Poplar Oregonian (snail) | |
| Washington Ground Squirrel | South and Central Puget Sound | Dalles Sideband (snail) | |
| Townsend's Ground Squirrel | | Blue-gray Taildropper (slug) | |
| South of the Yakima River | | | |
| Olympic Marmot | Walleye Pollock | | |
| Cascade Red Fox | South Puget Sound | | |
| Wolverine | Pacific Hake (Whiting) Georgia Basin | | |
| Pacific Harbor Porpoise | Black Rockfish | | |
| | | | |
| BIRDS (22) | | INSECTS (19) | | |
| Western Grebe | | Beller's Ground Beetle | |
| Clark's Grebe | | Mann's Mollusk-eating Ground Beetle | |
| Short-tailed Albatross | | Columbia River Tiger Beetle | |
| Brandt's Cormorant | | Hatch's Click Beetle | |
| Northern Goshawk | | Bog Idol Leaf Beetle | |
| Golden Eagle | | Columbia Clubtail (dragonfly) | |
| Common Murre | | Pacific Clubtail | |
| Cassin's Auklet | | Sand-verbena Moth | |
| Yellow-billed Cuckoo | | Yuma Skipper | |
| Flammulated Owl | | Shepard's Purnassian | |
| Burrowing Owl | | Makah Copper | |
| Vaux's Swift | | Chinquapin Hairstripe | |
| Lewis' Woodpecker | | Johnson's Hairstripe | |
| White-headed Woodpecker | | Juniper Hairstripe | |
| Black-backed Woodpecker | | Puget Blue | |
| Pileated Woodpecker | | Valley Silverspot | |
| Loggerhead Shrike | | Silver-bordered Fritillary | |
| Purple Martin | | Great Arctic | |
| Slender-billed White-breasted Nuthatch | | Island Marble | |
| Sage Thrasher | | | |
| Oregon Vesper Sparrow | | | |
| Sagebrush Sparrow | | | |
| | | | |
| REPTILES and AMPHIBIANS (10) | | OTHER INVERTEBRATES (2) | | |
| Sagebrush Lizard | Chinook Salmon | Giant Palouse Earthworm | |
| Common Sharp-tailed Snake | Snake River Fall | Leschi's Millipede | |
| California Mountain Kingsnake | Snake River Spring/Summer | | |
| Striped Whipsnake | Puget Sound | | |
| Dunn's Salamander | Upper Columbia Spring | | |
| Van Dyke's Salamander | Lower Columbia | | |
| Cascade Torrent Salamander | | | |
| Western Toad | | | |
| Columbia Spotted Frog | Steelhead | | |
| Rocky Mountain Tailed Frog | Snake River | | |
| | Upper Columbia | | |
| | Middle Columbia | | |
| | Lower Columbia | | |
| | Bull Trout | | |
| | | | |
| FISH (37) | Sockeye Salmon | | |
| Mountain Sucker | Snake River | | |
| | Ozette Lake | | |
| | | | |
| | Steelhead | | |
| | Puget Sound/Strait of Georgia | | |
| | Lower Columbia | | |
| | | | |
| | Coho Salmon | | |
| | | | |
| | | | |
| NOT STATE CANDIDATES | | | |
| Fish stocks that have been the subjects of federal register notices, but have not yet been added to the state candidate list. | | | |
| | | | |
| Coho Salmon | Steelhead, Puget Sound | | |
| | Puget Sound/Strait of Georgia | | |
| | Lower Columbia | | |
| | | | |
| | Steelhead, Columbia | | |
| | | | |
| | Green Sturgeon | | |

For more information, check our website: [http://wdfw.wa.gov/conservation/species/](http://wdfw.wa.gov/conservation/species/)
Or contact us:
Wildlife Program (360) 902-2515
Fish Program (360) 902-2700
**STATE LISTED SPECIES**

*Revised May 2015*

The Washington Fish and Wildlife Commission has classified the following 46 species as Endangered, Threatened, or Sensitive. Federal designation: Federal Endangered (FE), Threatened (FT), Proposed Threatened (FPT), Candidate (FC), or Species of Concern (FSC).

<table>
<thead>
<tr>
<th><strong>STATE ENDANGERED</strong></th>
<th><strong>STATE THREATENED</strong></th>
<th><strong>STATE SENSITIVE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><em>A species native to the State of Washington that is seriously threatened with extinction throughout all or a significant portion of its range within the state.</em></td>
<td><em>A species native to the state of Washington that is likely to become endangered within the foreseeable future throughout a significant portion of its range within the state without cooperative management or removal of threats.</em></td>
<td><em>A species native to the state of Washington that is vulnerable or declining and is likely to become endangered or threatened in a significant portion of its range within the state without cooperative management or removal of threats.</em></td>
</tr>
</tbody>
</table>

The 29 State Endangered species are designated in Washington Administrative Code 232-12-014

The 9 State Threatened species are designated in Washington Administrative Code 232-12-011

The 8 State Sensitive species are designated in Washington Administrative Code 232-12-011

<table>
<thead>
<tr>
<th><strong>MAMMALS (14)</strong></th>
<th><strong>MAMMALS (3)</strong></th>
<th><strong>MAMMALS (1)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pygmy Rabbit</td>
<td>Western Gray Squirrel</td>
<td>Gray Whale</td>
</tr>
<tr>
<td>Sperm Whale</td>
<td>Mazama Pocket Gopher</td>
<td>-</td>
</tr>
<tr>
<td>Fin Whale</td>
<td><em>subsp. glacialis, pugetensis, tumuli, yelmensis</em></td>
<td>Common Loon</td>
</tr>
<tr>
<td>Sei Whale</td>
<td>FT</td>
<td>Bald Eagle</td>
</tr>
<tr>
<td>Blue Whale</td>
<td>...subsp. couchi, louies, melanops</td>
<td>Peregrine Falcon</td>
</tr>
<tr>
<td>Humpback Whale</td>
<td>FSC</td>
<td>FSC</td>
</tr>
<tr>
<td>North Pacific Right Whale</td>
<td>FT</td>
<td></td>
</tr>
<tr>
<td>Killer Whale (transients, offshore, others)</td>
<td>Lynx</td>
<td></td>
</tr>
<tr>
<td>Southern Resident</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Grey Wolf</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Grizzly Bear</td>
<td>Greater Sage-Grouse</td>
<td>Pygmy Whitefish</td>
</tr>
<tr>
<td>Fisher</td>
<td>Columbian Sharp-tailed Grouse</td>
<td>Margined Sculpin</td>
</tr>
<tr>
<td>Sea Otter</td>
<td>Ferruginous Hawk</td>
<td>Olympic Mudmiminow</td>
</tr>
<tr>
<td>Columbian White-tailed Deer</td>
<td>Marbled Murrelet</td>
<td></td>
</tr>
<tr>
<td>Woodland Caribou</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>BIRDS (8)</strong></th>
<th><strong>BIRDS (4)</strong></th>
<th><strong>FISH (3)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>American White Pelican</td>
<td>Greater Sage-Grouse</td>
<td>Pygmy Whitefish</td>
</tr>
<tr>
<td>Brown Pelican</td>
<td>Columbian Sharp-tailed Grouse</td>
<td>Margined Sculpin</td>
</tr>
<tr>
<td>Sandhill Crane</td>
<td>Ferruginous Hawk</td>
<td>Olympic Mudmiminow</td>
</tr>
<tr>
<td>Snowy Plover</td>
<td>Marbled Murrelet</td>
<td>-</td>
</tr>
<tr>
<td>Upland Sandpiper</td>
<td>-</td>
<td>Larch Mountain Salamander</td>
</tr>
<tr>
<td>Tufted Puffin</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Northern Spotted Owl</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Streaked Horned Lark</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>REPTILES (2)</strong></th>
<th><strong>REPTILES (2)</strong></th>
<th><strong>AMPHIBIAN (1)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Western Pond Turtle</td>
<td>Green Sea Turtle</td>
<td>Larch Mountain Salamander</td>
</tr>
<tr>
<td>Leatherback Sea Turtle</td>
<td>FT</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>AMPHIBIANS (2)</strong></th>
<th><strong>INSECTS (3)</strong></th>
<th><strong>For more information, check our website:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Leopard Frog</td>
<td>Taylor’s Checkerspot</td>
<td>Or contact us at:</td>
</tr>
<tr>
<td></td>
<td>Mardon Skipper</td>
<td>Wildlife Program (360) 902-2515</td>
</tr>
</tbody>
</table>

For more information on federal status, check the US Fish and Wildlife Service or the National Marine Fisheries Service.

110
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>153</td>
<td>7/21/2015</td>
<td></td>
<td>08/04/2015</td>
<td>Finance/Admin Services</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>153</td>
<td>7/21/2015</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TITLE OF DOCUMENT:
Annual Presentation from the Washington Counties Risk Pool
with Vyrle Hill, Executive Director and David Goldsmith, Member Services

ATTACHMENTS:
None

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

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

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

**CLEARANCES**

- **Originator:** [Initial: KDC] 7/13/15
- **Division Head:**
- **Dept. Head:** [Initial: X] 7/13/15
- **Prosecutor:** [Initial: X] 7/13/15
- **Purchasing/Budget:** [Initial: X] 7/13/15
- **Executive:** [Initial: X] 7/13/15

**Date Received in Council Office:** 7/13/15

**Agenda Date:** 07/21/15  
**Intro**  
**Assigned to:**  
**08/04/15**  
**Finance Committee; Council**

**TITLE OF DOCUMENT:** 2015 Supplemental Budget Request #9

**ATTACHMENTS:** Ordinance, Memoranda & 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 #9 requests funding from the Conservation Futures Fund:**

1. To appropriate $4,710 to fund Wildlife Advisory Committee staff.

**From the Public Utilities Improvement Fund:**

2. To appropriate $63,000 to fund HVAC upgrades at East Whatcom Regional Resource Center to achieve LEED goals.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

7/21/2015: Introduced 6-0, Mann absent

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

112
ORDINANCE NO.
AMENDMENT NO. 9 OF THE 2015 BUDGET

WHEREAS, the 2015-2016 budget was adopted November 25, 2014; and,
WHEREAS, changing circumstances require modifications to the approved 2015-2016 budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2015-2016 Whatcom County Budget Ordinance #2014-065 is hereby amended by adding the following additional amounts to the 2015 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conservation Futures Fund</td>
<td>4,710</td>
<td>-</td>
<td>4,710</td>
</tr>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>63,000</td>
<td>-</td>
<td>63,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>67,710</td>
<td>-</td>
<td>67,710</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of ____________________, 2015.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

( ) Approved  ( ) Denied

Jack Louws, County Executive

Date: _____________________________

I:\BUDGET\SUPPLS\2015_Suppl\Supplemental #9-2015.docx
<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>Conservation Futures Fund</td>
<td>To fund Wildlife Advisory Committee staff.</td>
<td>4,710</td>
<td></td>
<td>4,710</td>
</tr>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>To fund HVAC upgrades at East Whatcom Regional Resource Center to achieve LEED goals.</td>
<td>63,000</td>
<td></td>
<td>63,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td></td>
<td>67,710</td>
<td></td>
<td>67,710</td>
</tr>
</tbody>
</table>
Supplemental Budget Request

Planning & Development Services  Planning

<table>
<thead>
<tr>
<th>Supp ID # 1981</th>
<th>Fund 175</th>
<th>Cost Center</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Name of Request: Wildlife Advisory Committee Staff

X 7-13-15

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
<td>$4,000</td>
</tr>
<tr>
<td>6210</td>
<td>Retirement</td>
<td></td>
<td>$400</td>
</tr>
<tr>
<td>6230</td>
<td>Social Security</td>
<td></td>
<td>$310</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$4,710</td>
</tr>
</tbody>
</table>

1a. Description of request:
.25 FTE for staff person to administer the newly created Wildlife Advisory Committee per Ordinance No.: 2015-031 in support of the Comp Plan Update.

1b. Primary customers:
Whatcom County Residents

2. Problem to be solved:
New position for a new committee.

3a. Options / Advantages:
Council supported Ordinance.

3b. Cost savings:

4a. Outcomes:
Committee will provide input for the Comp Plan Update related to wildlife use and habitat by July 31, 2016.

4b. Measures:
Citizen input will be channeled through the committee and used to prepare the Comp. Plan Update.

5a. Other Departments/Agencies:

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

6. Funding Source:
Conservation Future Fund

Monday, July 13, 2015  Rpt: Rpt Suppl Regular
Supplemental Budget Request

Administrative Services | Facilities Management
---|---
Supp# ID # | Fund 332 | Cost Center 332100 | Originator: Mike Russell

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

Name of Request: EWRRC LEED completion

X

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

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>8351</td>
<td></td>
<td>Operating Transfer Out</td>
<td>$63,000</td>
</tr>
</tbody>
</table>

**1a. Description of request:**
The East Whatcom Regional Resource Center (EWRRC) has had some difficulties in getting the Certification for LEED approval. We will need to install some high ceiling fans and make some minor changes to the HVAC system to achieve our LEED goals.

**1b. Primary customers:**
Whatcom County and the citizens that utilize the EWRRC.

**2. Problem to be solved:**
The EWRRC has had some difficulties in getting the Certification for the LEED approval. We will need to install some high ceiling fans and make some minor changes to the HVAC system to achieve our LEED goals. Once the fans are installed and the HVAC repairs are made, the LEED process can be completed.

**3a. Options / Advantages:**
Facilities has worked with FSI engineering to come up with the most efficient ways of achieving the LEED goals. We have confirmed the work that is required and have gathered some bids to complete this work. Facilities Management has made several minor repairs in an effort to bring the costs down. The work that is left will need to be done by an HVAC contractor and then the LEED documentation can be completed.

**3b. Cost savings:**
This work, when completed will reduce the energy consumption for the building as well as to help regulate an even and constant temperature throughout the building.

**4a. Outcomes:**
When this work is completed the County will achieve the LEED certification needed for a building of this size.

**4b. Measures:**
When this work is completed the County will achieve the LEED certification needed for a building of this size

**5a. Other Departments/Agencies:**
Facilities will be completing this work with FSI engineering and the contractor selected

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

**6. Funding Source:**
Public Utility Improvement Fund
<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>twh</td>
<td>07.09.15</td>
<td></td>
<td>07.21.15</td>
<td>Introduction</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
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<td></td>
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<tr>
<td>Prosecutor:</td>
<td></td>
<td>6/7/15</td>
<td></td>
<td>8/4/15</td>
<td>Finance/Council</td>
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<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>7/9/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td>11/3/15</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Project Budget Amendment for East Whatcom Regional Resource Center

**ATTACHMENTS:**

**East Whatcom Regional Resource Center Project Budget Ordinance**

**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 requests Council review and approval of a Project Budget Amendment for the completion of the HVAC work that will achieve LEED certification for the East Whatcom Regional Resource Center.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

7/21/2015: Introduced 6-0, Mann absent

**Related County Contract #:**  
**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
ORDINANCE NO.__________

AMENDMENT NO. 6 TO ORDINANCE NO. 2008-025 PROJECT BUDGET NO. 2
(WHICH ESTABLISHED THE INITIAL EAST WHATCOM REGIONAL RESOURCE
CENTER PROJECT BUDGET)

WHEREAS, the East Whatcom Regional Resource Center was substantially completed
in 2011, and

WHEREAS, the project subsequently needed additional work to upgrade the HVAC
system and achieve LEED's certification, and

WHEREAS, additional funding is necessary to complete these items,

NOW THEREFORE BE IT ORDAINED by the Whatcom County Council that Ordinance
No. 2008-025 is hereby amended adding $63,000 of expenditure authority to the
original project budget and subsequent amendments, for a total amended project
budget of $5,047,571.

ADOPTED this _____ day of ______, 2015.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

( ) Approved  ( ) Denied

______________________________
Chief Civil Deputy Prosecutor

Jack Louws, Executive

Date: __________________________
MEMO TO: Jack Louws, County Executive
FROM: Michael Russell, Facilities Manager
DATE: May 19, 2014
RE: Supplemental Budget Request

Background and Purpose

Please allow this memo to serve as a request for approval of the accompanying budget supplemental. This supplemental request will provide for the additional of funding for the completion of the LEED certification for the East Whatcom Regional Resource Center.

The East Whatcom Regional Resource Center has had some difficulties in getting the Certification for LEED approval. Whatcom County has contracted with FSI consulting to accomplish this task.

Bids have been received and the cost of acquiring this certification will add an additional cost to the project budget that was already established.

Funding and Source

The total estimated cost for the additional funds is: $63,000

Construction Funds: $53,192.52
LEED Design Funds: $ 8,906.00
Balance Needed $62,098.52

If you have any questions, please contact me at extension 50575.

Thank you,

Enclosures (1)
May, 22 2015

Mike Russell
311 Grand Avenue
Bellingham, WA 98225

Subject: East Whatcom Regional Resource Center Construction and LEED accreditation.

Dear Mike,

The construction bids for the East Whatcom Regional Resource Center have come in and are significantly over the original construction estimate. This was a surprise to us as we track bid and estimate numbers closely and felt that our estimate was a reasonable approximation of the funding that the work would require. This letter covers our hypothesis for the reasoning between the significant discrepancy between the bids and the estimate. Additionally after our conversation with the LEED reviewer we were told that the original commissioning agenda must complete the commissioning documentation for the project. Because of these 2 topics there will be additional funding's that need to be acquired in order to finish this project.

The 2 portions to the additional funding that has been deemed necessary to finish this project are:

1. The first is related to the construction bid coming in higher than the original estimate,
2. The second is related to unforeseen LEED accreditation requirements.

Construction bid discrepancy:
The low bidder bid is over budget by approximately 45%. This is significant and unexpected. After thinking through this and hypothesizing why this could be, we have come up with a few items that could have caused such a separation between the estimate and the bid numbers.

• We know that the original construction estimate of the current project was completed in 2013. We also know that the budget was quite tight in order to accommodate the funds that Whatcom County had available. 2013 was the tail end of the recession and contractors were having to work hard to get the jobs that were out on the market during that time. Now, 2 years later there is a glut of construction projects on the market because company’s finally feel the market is stabilized and all the projects this summer are now allowing the contractors to be more conservative in their estimates. We suspect these factors could be 8-15% of the difference in the bid divergence from the cost estimate. When we discussed this issue early in our current design phase, we were told that the budget was not able to be changed. We discussed that your contingency was ~10% so we felt comfortable with working to the 2013 cost.
• There is a factor that we use for projects that are a significant distance off the beaten path and we could have used a larger number for this project. This could account for an additional 5-10%.
• We don’t have the construction bid cost breakdown from the contractor but we suspect that because the contractors knew they were on a short list they chose to let their bid number be a little higher than normal. This may be another 10-15%.
• We worked with the control contractor to come up with a control cost and received a total estimate from our electrical engineer. It is possible that the electrical cost and the control cost that we received were incorrect and don’t reflect the final bid number. This could account for a significant percentage and we won’t know until we get the contractor breakdowns.

In all, these are some of the possibilities for the bid overage and we will be able to pinpoint this further when we receive the contractor cost breakdown.

Unexpected LEED accreditation requirements:
• During the initial LEED analysis that we did on the original project there was evidence that EEI did a significant portion for the LEED documentation and commissioning work. Unfortunately as we have progressed into design we have found that much of the documentation is incomplete and there are several key documents missing. This is work that we did not take into consideration for our proposal.
• When the current project started FSi asked the LEED officials a number of questions about what they would want to see in order to get accreditation for the original project and the current at the same time. One of those question was “can FSI finish out the documentation and submit the LEED credits? FSI was told (verbally) that we did not need EEI to finish the LEED documentation and that FSI could finish it all and obtain LEED accreditation. After the design was complete FSI started the LEED accreditation process and the LEED official informed us that the original commissioning agent would have to finish the original project documentation and perform the seasonal testing for the building. FSI clarified and found that FSI could commission the current project scope and EEI would have to do the rest. Whatcom County requested FSI ask EEI to propose on the scope as a sub consultant to FSI, so that FSI would be responsible for managing EEI and the LEED submittal. Because EEI did not finish the documents as noted in bullet 1 they proposed on a larger scope than originally in FSI’s proposal. EEI proposed that to finish the original commissioning and enhanced commissioning tasks, they would need $9,460. The only overlap in fee between FSI’s original proposal and EEI’s proposal is the seasonal testing required for LEED. FSI budgeted $1,500 for this work and is happy to credit it back towards the EEI scope. We have other commissioning tasks in our original proposal and these will still need to be completed at the end of the current construction by FSI, before EEI can complete their LEED documentation.

<table>
<thead>
<tr>
<th>Additional required:</th>
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<tr>
<td>EEI proposal fee:</td>
<td>$ 9,460.00</td>
</tr>
<tr>
<td>10% FSI Markup:</td>
<td>$ 946.00</td>
</tr>
<tr>
<td>Subtotal:</td>
<td>$10,406.00</td>
</tr>
<tr>
<td>Less FSI credit:</td>
<td>$&lt;1,500.00&gt;</td>
</tr>
<tr>
<td><strong>TOTAL ADDITIONAL COMMISSIONING REQUIRED</strong></td>
<td><strong>$ 8,906.00</strong></td>
</tr>
</tbody>
</table>
Project contingency:
- FSi recommends to have a 15% contingency upon the funds that are requested

Respectfully,

FSi consulting engineers

[Signature]

Brian A. Johnson
FSi consulting engineers
506 Second Ave, Suite 700
Seattle WA 98104
O (206) 622-3321
C (425) 449-1046
**Bid Results:**

<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Andgar Corporation</td>
<td>$141,701.32</td>
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<tr>
<td>Blythe Plumbing &amp; Heating</td>
<td>$101,036.97</td>
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<tr>
<td>Hilco Contracting</td>
<td>$91,842.00</td>
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</table>

15% Contingency: $15,155.55

**Construction Funds Subtotal needed:** $53,192.52

**Additional LEED design funds may need:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>EEI Fundamental Commissioning</td>
<td>$5,280.00</td>
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<tr>
<td>EEI Enhanced Commissioning</td>
<td>$4,180.00</td>
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<tr>
<td>EEI Subtotal</td>
<td>$9,460.00</td>
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<tr>
<td>FSi 10% markup</td>
<td>$946.00</td>
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<tr>
<td>Subtotal for EEI</td>
<td>$10,406.00</td>
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<tr>
<td>FSi proposed credit (Seasonal Testing)</td>
<td>$1,500.00</td>
</tr>
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</table>

**Subtotal to ADD** $8,906.00

**Total Additional Funds Required (worst case)** $62,098.52

**Assumptions:**

1. Award to Blythe Plumbing & Heating because Hilco is not reliable based on DLR recommendation of work done at the Courthouse Courtroom Renovations.
2. Add 15% for construction contingency.
3. Assumed we still have $63,000 funds available for construction.
4. Assume no Fee reduction negotiated with FSI on the EEI commissioning proposal. FSI indicated the $1500 credit for not performing seasonal testing, and 10% markup on EEI proposal. I have a memo to FSI for start of negotiations, requesting that they reconcile the EEI proposal with theirs for a no cost increase and Letter from LEED as well.

**Updated:** 2015-05-21.

After phone conference with FSI (Brian & Ben), Michael Russell & me (Garrett). FSI to send letter of explanation of 1) Cost Estimate vs Bid Amounts & 2) LEED fees by EEI and credit from FSI, including history & LEED requirement for EEI.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
</tr>
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<td>SW</td>
<td>07/23/15</td>
<td>R E C E I V E D</td>
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Division Head:

Dept. Head:

Prosecutor:

Purchasing/Budget:

Executive:

TITLE OF DOCUMENT: Setting a hearing to declare property surplus

ATTACHMENTS: Resolutions & list of property to be declared surplus

SEPA review required? ( ) YES ( x ) NO
SEPA review completed? ( ) YES ( x ) NO

Should Clerk schedule a hearing? ( x ) YES ( ) NO

Requested Date:

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

The attached list of equipment has been determined to be surplus and available for disposal by public auction. The Council may find by resolution, following a public hearing that it is in the public interest to declare the property surplus and make said property available to sell by public auction.

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.
RESOLUTION NO. ______________

A RESOLUTION IN THE MATTER OF
THE SALE OF SURPLUS PROPERTY
AND THE SETTING OF A DATE FOR PUBLIC HEARING THEREON
PURSUANT TO WCC 1.10

WHEREAS, the following described property listed in Exhibit "A", hereby incorporated by reference, is now and has been the property of Whatcom County; and

WHEREAS, the County Purchasing Agent has determined that it is in the best interest of the County to sell such property;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that a public hearing on the matter of the sale of such property be held on ______________, 2015 or as soon thereafter as is possible, in the Whatcom County Council Chambers at 311 Grand Avenue, Bellingham, Washington, for the purpose of admitting testimony for and against the propriety of selling such equipment; and

BE IT FURTHER RESOLVED that the Clerk of the County Council is directed to give notice of such hearing in the manner prescribed by law.

APPROVED this ______________ day of ______________, 2015

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_________________________
Carl Weimer, Council Chair

ATTEST:

_________________________
Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

_________________________
Civil Deputy Prosecuting Attorney
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<th>UNIT</th>
<th>YEAR</th>
<th>MAKE</th>
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<th>DEPT</th>
<th>VIN #</th>
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<td>T800B</td>
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<td>Zieman</td>
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<td>Bomag</td>
<td>Roller - BW12R Pneumatic</td>
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<td>Ingram</td>
<td>Roller - Rubber Tired 12-Ton</td>
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<td>451</td>
<td>1987</td>
<td>Cat</td>
<td>V-300 Forklift</td>
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<td>502</td>
<td>1995</td>
<td>Bomford</td>
<td>Mower Head</td>
<td>M&amp;O</td>
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<tr>
<td>511</td>
<td>2009</td>
<td>US Mower</td>
<td>Rotary Mower (w/ #324)</td>
<td>M&amp;O</td>
<td>101576</td>
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<td>Mower Head</td>
<td>M&amp;O</td>
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<td>Alamo Mower</td>
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<td>540</td>
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<td>US Mower</td>
<td>Mower Head (2&quot;)</td>
<td>M&amp;O</td>
<td>10-0821</td>
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<td>557</td>
<td>1991</td>
<td>Bomford</td>
<td>B598 Mower</td>
<td>M&amp;O</td>
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<td>Mower</td>
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<td>Dannl</td>
<td>Roadrunner Mower Head</td>
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<td>Utility</td>
<td>Tilt Bed - 16 Trailer</td>
<td>PARKS</td>
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<td>979</td>
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<td>BMW</td>
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<td>3106</td>
<td>n/a</td>
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<td>ER&amp;R</td>
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<tr>
<td>307</td>
<td>n/a</td>
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<td>Fuel Tank - 75 Gallon</td>
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<td>Dodge</td>
<td>Intrepid</td>
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<td>Dodge</td>
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<td>CORRECTION</td>
<td>2B5WBS3Z32K115926</td>
<td>176,482</td>
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</table>
### DESCRIPTION
- Miscellaneous broken and unusable tools, parts, and supplies
- Used & unsalvageable bridge decks
- Miscellaneous inventory items (culvert, timbers, etc.)
- Miscellaneous mower items

### GENERAL FUND – SURPLUS EQUIPMENT

<table>
<thead>
<tr>
<th>UNIT</th>
<th>YEAR</th>
<th>MAKE</th>
<th>MODEL / DESCRIPTION</th>
<th>DEPT</th>
<th>PROPERTY TAG #</th>
<th>COMMENTS</th>
</tr>
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<tbody>
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</tbody>
</table>

### DESCRIPTION
- Miscellaneous worn or broken office equipment & furniture
- Miscellaneous worn or broken computer components
**TITLE OF DOCUMENT:** Contract for Services Agreement – Central Shop Salt & Sand Bunker Cover Replacement

**ATTACHMENTS:**

<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.)

This contract is between Whatcom County and Rubb, Inc. to Replace the Salt & Sand Bunker Over at the Whatcom County Central Shop, 901 W. Smith Road.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

TO: Jack Louws, County Executive

FROM: Michael Russell, Facilities Manager

RE: Contract – Salt & Sand Bunker Cover Replacement

DATE: July 16, 2015

Enclosed for your review and signature are two (2) originals of the Agreement between Whatcom County and Rubb, Inc. for the purpose of providing a Replacement Cover for the Salt & Sand Bunker at Whatcom County Central Shop, 901 W. Smith Road, Bellingham, WA.

- Background and Purpose
  This contract is to provide a new Replacement Cover for the Salt & Sand Bunker at the Whatcom County Central Shop located at 901 W. Smith Road. The existing cover is over 18 years old and is in need of replacement. The cover is approximately 60’ x 100’. This will include the removal, cover and installation.

- Funding Amount and Source
  This project is a planned project and funds are available via ASR #2015-5377. Funding needed for this contract is $56,306.60.

- Differences from Previous Contract
  This project is a one-time agreement.

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

Enclosures
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Michael Russell</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Rubb, Inc.</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, Whatcom County grant contract number(s): 

Is this contract the result of a RFP or Bid process? Yes ☐ No ☒ If yes, RFP and Bid number(s): Contract Cost Center: 501600

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): $ 56,306.60

This Amendment Amount: 

Total Amended Amount: $ 56,306.60

Summary of Scope: This contract is between Whatcom County and Rubb, Inc. to Replace the Salt & Sand Bunker Cover at the Whatcom County Central Shop, 901 W. Smith Road

Term of Contract: 90 days

Contract Routing: 1. Prepared by: Dee Ebergson
2. Attorney signoff:
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: 

Expiration Date: 06/16/15
Date: 7/14/15
Date: 7/13/15
Date: 7/16/15

Last Edited: 060414
CONTRACT FOR SERVICES AGREEMENT
Central Shop Salt & Sand Bunker Cover Replacement

Rubb, Inc., hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:
   General Conditions, pp. 3 to 9,
   Exhibit A (Scope of Work), pp. 10 - 14,
   Exhibit B (Compensation), pp. 15

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 ten days following the issuance of Notice to Proceed, and shall, unless terminated or renewed as elsewhere provided in the Agreement, the project is to be substantially completed 90 days from the "Notice to Proceed".

The general purpose or objective of this Agreement is to: Replace Salt & Sand Bunker Cover as more fully and definitively described in the Scope of Work.

The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

The Contractor agrees to keep records of all financial matters pertaining to this agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the County or the Washington State Auditor's Office for audit, at such reasonable times and places as the County shall designate.

Whatcom County’s contract administrator for this agreement is the Administrative Services Facilities Manager, 316 Lottie Street, Bellingham WA 98225. All work will be scheduled through the Administrative Services Facilities Manager or his/her designee.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraph 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 24th day of October 2015.

CONTRACTOR:

[Signature]
David C. Nickerson, President

STATE OF MAINE

COUNTY OF YORK

On this 24th day of October 2015, before me personally appeared to me DAVID C. NICKERSON, known to be the President of Rubb, Inc., and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Maine, residing at __________________________.
My commission expires __________________________.

JACQUELINE M. SERARC
Notary Public, Maine
My Commission Expires October 11, 2015
WHATCOM COUNTY:
Approved as to form:

Prosecuting Attorney ( ) Date

Approved:
Accepted for Whatcom County:

By: ____________________________
    Jack Louws, Whatcom County Executive

STATE OF WASHINGTON
COUNTY OF WHATCOM

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:
Rubb, Inc.

Mailing Address:
1 Rubb Lane
Sanford, ME 04073

Contact Name:
David C Nickerson, President
Mark S Boutet, Key Accounts Manager

Contact Phone:
(207) 324-2877

Contact Fax:
(207) 324-2347

Email:
mboutet@rubbusa.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" Scope of Work, 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 prior to the commencement or continuation of work. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

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

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 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.
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 state and federal requirements, as applicable, pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.
30.1 **Independent Contractor:**
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

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

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

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

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

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

32.1 **Confidentiality:**
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 such insurance, that also identifies the County as an additional insured is required. Contractor must submit certificate of insurance as described above to the County prior to the commencement of any work on this project.

A Certificate of Insurance must identify Whatcom County, employees, officers, agents, officials as additional insureds. Contractor’s subcontractors must provide a Certificate of Insurance and endorsements naming Whatcom County, employees, officers, agents, officials as additional insureds. The Contractor’s Insurance shall be considered primary and shall waive all rights of subrogation. The County insurance shall be noncontributory. The Insurance policy shall provide coverage on an occurrence basis. The County must be notified immediately of any cancellation of the policy or change in insurer carrier.

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:**
A. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers, from all liability, against any and all claims, damages, losses and expenses, whether direct, indirect or consequential (including, but not limited to, attorneys' and consultants’ fees, court costs, and other expenses of litigation or alternative dispute resolution or arbitration costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property arising out of the performance of this Contract, which is caused, or alleged to be caused, in whole or part, by any negligent act or omission of the Contractor (which for the purposes of subparagraphs A and B of this paragraph only shall include the Contractor and all of its Subcontractors, Sub-subcontractors, suppliers, agents, any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable); provide, however, that where such liability claim, damage, loss or expense arises from the concurrent negligence of (1) the County and its departments, elected and appointed officials, employees, agents and volunteers and (2) the Contractor, it is expressly agreed that the Contractor’s obligations of indemnity under this paragraph shall be effective only to the extent of the Contractor’s negligence. Such obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Contractor to defend, indemnify or hold harmless the County from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the County. PROVIDED: Nothing in this paragraph shall be deemed to relieve the Contractor from providing insurance under other paragraphs of this contract that may indemnity and defend the County and its agents from their own negligence.

B. In any and all claims against the County or its agents by any employee of the Contractor, the indemnification obligation of subparagraph A above shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the Contractor under workers’ or workmen’s compensation, benefit, or disability laws (including, but not limited to the Industrial Insurance laws, Title 51 of the Revised Code of Washington). The Contractor expressly waives any immunity the Contractor might have had under such laws, and, by agreeing to enter this Contract, acknowledges that foregoing waiver has been mutually negotiated by the parties.

C. The Contractor shall pay all attorney’s fees and expenses incurred by the County in establishing and enforcing the County’s rights under this paragraph, whether or not suit was instituted.

D. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor’s indemnity obligations under this Agreement.
E. The Contractor agrees all Contractor indemnity obligations shall survive the completion, expiration or termination of this Agreement.

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

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Michael Russell, Facilities Manager
Whatcom County AS-Facilities Management
316 Lottie Street
Bellingham, WA 98225

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

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

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

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: 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)

Specifications of Project:
The Whatcom County Central Shop Sand & Salt Bunker Cover Replacement consists of the following parts:

Execution of Contract:
Contractor is required to submit a list to the AS-Facilities office of all subcontractors performing work on this project, completed Statement of Intent to Pay Prevailing Wage for the Primary and all Subcontractors, Insurance Certificate, Retainage Option Investment Form, Escrow Agreement (if applicable), and all applicable Material Safety Data Sheets (MSDS) for materials to be utilized for this project.

Hours of Work:
All work days and hours on this project shall be coordinated with the Facilities office. The Owner will occupy the site and existing building during the entire construction period.

The Contractor and all subcontractors and crew members will be subject to security measures of the facility. Any entry into the building may require a background check or accompanied by Whatcom County personnel.

Schedule of Work:
Work shall commence once the permits are completed, if required and submitted to the AS-Facilities with all proper requested paperwork.

Project Location:
901 W Smith Road, Bellingham WA 98225 – The Whatcom County Central Shop

Permits:
The Contractor is responsible for any other permits that may be included.

Subcontracting:
A Subcontractor or an Agent to the Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Facilities Manager.

1. Request to Sublet Work (Form 421-012)
2. Statement of Intent to Pay Prevailing Wages (Form 421-022)

The Contractor's records pertaining to the requirements of this special provision shall be open to inspection or audit by representatives of the Department during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The contractor shall retain these records for that period. The Contractor shall also guarantee that the records of all Subcontractors and Agents shall be open to similar inspection or audit for the same period.

Special Conditions:
The Contractor will follow all O.S.H.A. and W.S.H.A. Regulations for the safety of employees and County staff.

General Requirements:
Submit MSDS (Material Safety Data Sheets) on any paints, adhesives or compounds to be used prior to bringing onto the project.

Services provided will require:

- Complete New Cover and Attachment Hardware
- Removal of Old Covering
- Installation of new cover
**Clean Up:**
The Contractor shall at all times keep the site of work free of any accumulation of waste material or rubbish caused by his employees or by his operations in the performance of the work. At the completion of the work, the Contractor shall remove all rubbish from and about the site of work, and shall leave the work, and its immediate vicinity, "room clean" or equivalent unless otherwise specified. Dumpster by Whatcom County.

All costs incurred by the Contractor in complying with the requirements of this section shall be considered part of the contract bid items and no additional compensation will be allowed.
EXHIBIT "B"
(COMPENSATION)

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $51,800.00 plus Washington State Sales Tax @ 8.5% = $4,506.60 for a total of fifty six thousand three hundred six dollars and sixty cents ($56,306.60).

The Contract Number, set forth, shall be included on all billings or correspondence in connection therewith.

Contractor may bill the County progressively not more than once per month. Progressive billings will be for the amount of work completed and must be approved the County’s Facilities Manager before payment is made.

Contractor must submit to the Facilities Manager a completed Retainage Option Investment Form prior to submitting first invoice for payment.

Retainage will be administered in accordance with RCW 60.28.010, as amended, and in accordance with the “Retainage Option Investment Option” form.

The amount billed must reflect 5% withholding for retainage billing progressively.
Agreement between Whatcom County and the Meridian School District

ATTACHMENTS:
Contract Info Sheet
Memo to Executive
2 Originals of Contract Agreement

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

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

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

The purpose of the contracted services is to provide behavioral health services within the Meridian School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.
MEMORANDUM

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt

RE: Meridian School District, Behavioral Health Services

DATE: July 10, 2015

Enclosed are two (2) originals of a contract between Whatcom County and Meridian School District for your review and signature.

- Background and Purpose
  The purpose of the contracted services is to provide behavioral health services within the Meridian School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

- Funding Amount and Source
  The source of funding for this contract, an amount not exceed $90,000, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2015 budget. Council approval is required, and an Agenda Bill is attached.

- Differences from Previous Contract
  This is a new contract, but continues the scope of work that has been in place since 2012.

Please contact Joe Fuller at extension 30684, if you have any questions or concerns regarding the terms of this agreement.

Encl.
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Joe Fuller</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Meridian School District</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**  Yes _X_ No __

**Does contract require Council Approval?**  Yes _X_ No __

(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

**Is this a grant agreement?**  Yes No _X_

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

**Is this contract grant funded?**  Yes No _X_

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

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

If yes, RFP and Bid number(s) Cost Center: _124100_

**Is this agreement excluded from E-Verify?**  Yes _X_ No __

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

**Summary of Scope:**
The purpose of the contracted services is to provide behavioral health services within Meridian School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

**Term of Contract: 1 Year**

<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff: [sign or initial]</th>
<th>[indicate date transmitted]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by: pj</td>
<td>Date <em>6/8/15</em></td>
</tr>
<tr>
<td>2. Attorney reviewed: rb</td>
<td>Date <em>6/30/15</em></td>
</tr>
<tr>
<td>3. AS Finance reviewed: bennett</td>
<td>Date <em>7/6/2015</em></td>
</tr>
<tr>
<td>4. IT reviewed if IT related:</td>
<td>Date</td>
</tr>
<tr>
<td>5. Attorney signoff:</td>
<td>Date <em>7/14/15</em></td>
</tr>
<tr>
<td>6. Contractor signed:</td>
<td>Date <em>7/17/15</em></td>
</tr>
<tr>
<td>7. Submitted to Exec Office: √</td>
<td>Date <em>7/16/15</em></td>
</tr>
<tr>
<td>8. Council approved (if necessary):</td>
<td>Date</td>
</tr>
<tr>
<td>9. Executive signed:</td>
<td>Date</td>
</tr>
<tr>
<td>10. Original to Council</td>
<td>Date</td>
</tr>
</tbody>
</table>

**Expiration Date: 8/31/2016**

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

**RENEWALS:** Council approval is not required when exercising an option to renew that is provided in the original contract.
CONTRACT FOR SERVICES AGREEMENT
Meridian School District – Behavioral Health Services

Meridian School District, 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.

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

The term of this Agreement shall commence on the 1st day of September, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2016.

The general purpose or objective of this Agreement is to provide behavioral health 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 $90,000. 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 7th day of July, 2015.

CONTRACTOR:

Meridian School District

[Signature]
Tom Churchill, Superintendent

STATE OF WASHINGTON

) ss.

COUNTY OF WHATCOM

On this 7th day of July, 2015, before me personally appeared Tom Churchill, to me known to be the Superintendent and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
DANIEL BERNETT Yorton
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 8/1/15.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Division Manager Date
7/13/15

Regina A. Delahunt, Director Date
7/13/15

Approved as to form:
Royce Buckingham, Deputy Prosecuting Attorney Date
7/14/15

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this ______ day of ____________________, 2015, before me personally appeared Jack Louws, to me known to be the Executive of
Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

CONTRACTOR INFORMATION:

Meridian School District
David Forsythe, Assistant Superintendent
214 W. Laurel Rd.
Bellingham, WA 98292
360-318-2161
dforsyth@meridian.wednet.edu
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 four 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.

HL_090115_Meridian_SD_Behavioral_Health_Services 4
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 here to 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 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: 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:

Joe Fuller, Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724 X30684
JFuller@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 Contractor at the address below.
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)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced mental health and chemical dependency programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral health concerns. Whatcom County acknowledges that schools are expert in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of the services is to mitigate behavioral health concerns for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 200 students, ages 3 to 21 years, and their families as appropriate, within each school year contract period. Those served will be students in the Meridian School District who have been identified to have or to be at risk of developing mental health and/or substance abuse issues. The Alcohol and Drug Intervention Specialist will identify appropriate students to support with education, prevention, or intervention efforts. Services may include youth receiving other behavioral support services, as well as students not yet identified.

2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.

3. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.

4. Refer identified students to appropriate mental health and chemical dependency treatment programs and additional support services, as appropriate.

5. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.

6. Provide consultation and/or technical assistance to school district staff regarding youth with mental health issues.

7. Provide outreach to high need families and connect them to appropriate community services, on a case by case basis.

8. Family resource coordination will focus on substance abuse and mental health issues.
9. Mental health subcontracted services will be provided on site 2 days a week, serving approximately 300 youth ages 3-21.

10. Ensure all services are delivered by a qualified professional.

11. Participate in one provider meeting during each school year contract period, as arranged and convened by the Whatcom County Health Department.

12. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.

13. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Chemical Dependency/Mental Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reports will be submitted quarterly according to the following timetable:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Fall) September (or start of school) - November</td>
<td>December 31st</td>
</tr>
<tr>
<td>(Winter) December – February</td>
<td>March 31st</td>
</tr>
<tr>
<td>(Spring) March – May (or end of school)</td>
<td>June 30th</td>
</tr>
<tr>
<td>(Summer) June – August</td>
<td>September 30th</td>
</tr>
</tbody>
</table>

Quarterly reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

- Number of students who received services offered through the school district
- Number of students referred to mental health or chemical dependency services (assessment and/or treatment)
- Number of students referred to other community services
The source of funding for this contract, in an amount not to exceed $90,000.00, is Whatcom County Chemical Dependency/Mental Health Program Fund.

The budget for mental health intervention and treatment services is as follows:

<table>
<thead>
<tr>
<th>Contract Budget 9/1/2015 – 8/31/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item</strong></td>
</tr>
<tr>
<td>Family Intervention and Mental Health Support Specialist (including salary and benefits)</td>
</tr>
<tr>
<td>Behavioral health counselor, social / emotional (Including salary and benefits)</td>
</tr>
<tr>
<td>Alcohol and Drug Intervention Specialist (including salary and benefits)</td>
</tr>
<tr>
<td>Program supplies</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>

The Contractor may transfer funds between budget line items with County prior approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior county approval.

**Invoicing**

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted either monthly or bi-monthly (every two months). Monthly invoices must be submitted by the 15th day of the month following the month of service. Bi-monthly invoices must be submitted according to the schedule below.

<table>
<thead>
<tr>
<th>Service Month Period</th>
<th>Bi-Monthly Invoice Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September and October</td>
<td>November 15th</td>
</tr>
<tr>
<td>November and December</td>
<td>January 15th</td>
</tr>
<tr>
<td>January and February</td>
<td>March 15th</td>
</tr>
<tr>
<td>March and April</td>
<td>May 15th</td>
</tr>
<tr>
<td>May and June</td>
<td>July 15th</td>
</tr>
<tr>
<td>July and August</td>
<td>September 15th</td>
</tr>
</tbody>
</table>

2. The Contractor shall submit invoices to (include contract #):

   Business Office
   Whatcom County Health Department
   509 Girard St.
EXHIBIT "C"
(CERTIFICATE OF INSURANCE)
This evidence is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below.

<table>
<thead>
<tr>
<th>Covered Member:</th>
<th>Coverage Afforded By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meridian School District</td>
<td>Washington Schools Risk Management Pool</td>
</tr>
<tr>
<td></td>
<td>PO Box 88700</td>
</tr>
<tr>
<td></td>
<td>Tukwila, WA 98138-2700</td>
</tr>
</tbody>
</table>

This is to certify that the liability coverage listed below has been issued to the district member named above for the period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this evidence may be issued or may pertain, the evidence afforded by the coverage agreement described herein is subject to all the terms, exclusions and conditions of such coverage agreement.

<table>
<thead>
<tr>
<th>Coverage Agreement #:</th>
<th>COV 2014-2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage Period:</td>
<td>September 1, 2014 to August 31, 2015</td>
</tr>
<tr>
<td>Effective Date of Evidence</td>
<td>September 1, 2014</td>
</tr>
<tr>
<td>of Coverage:</td>
<td></td>
</tr>
<tr>
<td>Expiration Date of Evidence</td>
<td>August 31, 2015</td>
</tr>
<tr>
<td>of Coverage:</td>
<td></td>
</tr>
<tr>
<td>Limits of Liability Each</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Occurrence Bodily Injury and</td>
<td></td>
</tr>
<tr>
<td>Property Damage Combined:</td>
<td></td>
</tr>
<tr>
<td>Other Applicable Coverage:</td>
<td></td>
</tr>
</tbody>
</table>

Description of Operations/Locations/ Vehicle:

Activities under the direction of District personnel for coverage period September 1, 2014 through August 31, 2015.

Cancellation:
Should the above described coverage agreement be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the evidence of coverage holder named below.

<table>
<thead>
<tr>
<th>Evidence of Coverage Holder:</th>
<th>Issue Date: June 19, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>To Whom It May Concern</td>
<td>Kent Paul</td>
</tr>
<tr>
<td>Authorized Signature</td>
<td></td>
</tr>
</tbody>
</table>
### Agreement between Whatcom County and the Nooksack Valley School District

#### ATTACHMENTS:
- Contract Info Sheet
- Memo to Executive
- 2 Originals of Contract Agreement

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

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

The purpose of the contracted services is to provide behavioral health services within the Nooksack Valley School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

### COMMITTEE ACTION:

### COUNCIL ACTION:

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

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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt
RE: Nooksack Valley School District, Behavioral Health Services
DATE: July 10, 2015

Enclosed are two (2) originals of a contract between Whatcom County and Nooksack Valley School District for your review and signature.

- **Background and Purpose**
The purpose of the contracted services is to provide behavioral health services within the Nooksack Valley School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

- **Funding Amount and Source**
The source of funding for this contract, an amount not exceed $100,000, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2015 budget. Council approval is required, and an Agenda Bill is attached.

- **Differences from Previous Contract**
This is a new contract, but continues the scope of work that has been in place since 2012.

Please contact Joe Fuller at extension 30684, if you have any questions or concerns regarding the terms of this agreement.

Encl.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Joe Fuller</td>
</tr>
<tr>
<td>Contractor's/Agency Name:</td>
<td>Nooksack Valley School District</td>
</tr>
</tbody>
</table>

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

If Amendment or Renewal, Original Contract # __________________

Does contract require Council Approval? Yes X 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 X___ If yes, grantor agency contract number(s) ______________ CFDA # ______________

Does this contract grant funded? Yes ___ No X___ If yes, associated Whatcom County grant contract number(s) ______________

Is this contract the result of a RFP or Bid process? Yes ___ No X___ If yes, RFP and Bid number(s) ______________ Cost Center: 124100

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

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

Contract Amount: (sum of original contract amount and any prior amendments)
- $ 100,000

This Amendment Amount: $ __________

Total Amended Amount: $ __________

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

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

Summary of Scope:
The purpose of the contracted services is to provide behavioral health services within the Nooksack Valley School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

Term of Contract: 1 Year Expiration Date: 8/31/2016

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]
1. Prepared by: pj Date 6/8/15
2. Attorney reviewed: rb Date 6/30/15
3. AS Finance reviewed: bbenjamin Date 7/6/15
4. IT reviewed if IT related:
5. Attorney signoff: KAF
6. Contractor signed:
7. Submitted to Exec Office:
8. Council approved (if necessary):
9. Executive signed:
10. Original to Council

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CONTRACT FOR SERVICES AGREEMENT
Nooksack Valley School District – Behavioral Health Services

Nooksack Valley School District, 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,

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

The term of this Agreement shall commence on the 1st day of September, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2016.

The general purpose or objective of this Agreement is to provide behavioral health 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 $100,000. 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 8th day of July, 2015.

CONTRACTOR:
Nooksack Valley School District

Cindy Stockwell, Assistant Superintendent

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 8th day of July, 2015, before me personally appeared Cindy Stockwell, to me known to be the Assistant Superintendent and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Glenna Nolte

NOTARY PUBLIC in and for the State of Washington, residing at Whatcom. My commission expires 10-16-16.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Division Manager  Date

Regina 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:

Nooksack Valley School District
Cindy Stockwell, Assistant Superintendent
3326 E. Badger Rd.
Nooksack, WA 98276
360-988-4754
Cindy.stockwell@nooksackschool.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 four 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 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: 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:

Joe Fuller, Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724 X30684
JFuller@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 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)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced mental health and chemical dependency programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral health concerns. Whatcom County acknowledges that schools are expert in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county’s most rural areas.

The goal of the services is to mitigate behavioral health concerns for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 85 students, ages 5 to 18 years, and their families as appropriate, within each school year contract period. Those served will be students in the Nooksack Valley School District who have been identified to have or to be at risk of developing mental health and/or substance abuse issues.

2. Provide services to students who are demonstrating “behaviors of concern” such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.

3. Provide outreach to students and families affected by drug and alcohol issues and provide links to prevention and intervention services including evaluation, treatment, and counseling services.

4. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.

5. Refer identified students to appropriate mental health and chemical dependency treatment programs and additional support services, as appropriate.

6. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.

7. Provide consultation and/or technical assistance to school district staff regarding youth with mental health issues.

8. Maintain a school district representative who is a designated referent for mental health services through the Behavioral Health Access Program.
9. Ensure all services are delivered by a qualified professional.

10. Participate in one provider meeting during each school year contract period, as arranged and convened by the Whatcom County Health Department.

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

12. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.

13. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Chemical Dependency/Mental Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reports will be submitted quarterly according to the following timetable:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Fall) September (or start of school) - November</td>
<td>December 31st</td>
</tr>
<tr>
<td>(Winter) December – February</td>
<td>March 31st</td>
</tr>
<tr>
<td>(Spring) March – May (or end of school)</td>
<td>June 30th</td>
</tr>
<tr>
<td>(Summer) June – August</td>
<td>September 30th</td>
</tr>
</tbody>
</table>

Quarterly reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

- Number of students who received services offered through the school district
- Number of students referred to mental health or chemical dependency services (assessment and/or treatment)
- Number of students referred to other community services
The source of funding for this contract, in an amount not to exceed $100,000, is Whatcom County Chemical Dependency/Mental Health Program Fund.

The budget for behavioral health services is as follows:

<table>
<thead>
<tr>
<th>Contract Budget 9/1/2015 – 8/31/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
</tr>
<tr>
<td>--------------------------------------</td>
</tr>
<tr>
<td>Family Resource Coordinators (including salary and benefits)</td>
</tr>
<tr>
<td>Intervention/Prevention Specialist (including salary and benefits)</td>
</tr>
<tr>
<td>Subcontracted services (e.g., assessment, therapy, psychological services, drug/alcohol counseling, case management, parent education,)</td>
</tr>
<tr>
<td>Travel</td>
</tr>
<tr>
<td>Program Supplies and Materials</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>

The Contractor may transfer funds between budget line items with County prior approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior county approval.

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

**Invoicing**

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted either monthly or bi-monthly (every two months). Monthly invoices must be submitted by the 15th day of the month following the month of service. Bi-monthly invoices must be submitted according to the schedule below.

<table>
<thead>
<tr>
<th>Service Month Period</th>
<th>Bi-Monthly Invoice Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September and October</td>
<td>November 15th</td>
</tr>
<tr>
<td>November and December</td>
<td>January 15th</td>
</tr>
<tr>
<td>January and February</td>
<td>March 15th</td>
</tr>
<tr>
<td>March and April</td>
<td>May 15th</td>
</tr>
<tr>
<td>May and June</td>
<td>July 15th</td>
</tr>
<tr>
<td>July and August</td>
<td>September 15th</td>
</tr>
</tbody>
</table>
2. The Contractor shall submit invoices to (include contract #):

   Business Office
   Whatcom County Health Department
   509 Girard St.
   Bellingham, WA  98225

   Or via email to: HL-BusinessOffice@co.whatcom.wa.us

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.
EXHIBIT "C"
(CERTIFICATE OF INSURANCE)
This evidence is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below.

<table>
<thead>
<tr>
<th>Covered Member</th>
<th>Coverage Afforded By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nooksack Valley School District</td>
<td>Washington Schools Risk Management Pool</td>
</tr>
<tr>
<td></td>
<td>PO Box 88700</td>
</tr>
<tr>
<td></td>
<td>Tukwila, WA 98138-2700</td>
</tr>
</tbody>
</table>

This is to certify that the liability coverage listed below has been issued to the district member named above for the period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this evidence may be issued or may pertain, the evidence afforded by the coverage agreement described herein is subject to all the terms, exclusions and conditions of such coverage agreement.

<table>
<thead>
<tr>
<th>Coverage Agreement #:</th>
<th>COV 2014-2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage Period:</td>
<td>September 1, 2014 to August 31, 2015</td>
</tr>
<tr>
<td>Effective Date of Evidence of Coverage:</td>
<td>September 1, 2014</td>
</tr>
<tr>
<td>Expiration Date of Evidence of Coverage:</td>
<td>August 31, 2015</td>
</tr>
<tr>
<td>Limits of Liability Each Occurrence Bodily Injury and Property Damage Combined:</td>
<td>$1,000,000- - - - - - - - - - -</td>
</tr>
<tr>
<td>Other Applicable Coverage:</td>
<td></td>
</tr>
</tbody>
</table>

Description of Operations/Locations/Vehicle:

Activities under the direction of District personnel for coverage period September 1, 2014 through August 31, 2015.

Cancellation:
Should the above described coverage agreement be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the evidence of coverage holder named below.

<table>
<thead>
<tr>
<th>Evidence of Coverage Holder:</th>
<th>Issue Date: June 19, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>To Whom It May Concern</td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signature
Agreement between Whatcom County and the Blaine School District

ATTACHMENTS:
Contract Info Sheet
Memo to Executive
2 Originals of Contract Agreement

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

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

The purpose of the contracted services is to provide behavioral health services within the Blaine School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.
MEMORANDUM

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt

RE: Blaine School District, Behavioral Health Services

DATE: July 13, 2015

Enclosed are two (2) originals of a contract between Whatcom County and Blaine School District for your review and signature.

- **Background and Purpose**
  The purpose of the contracted services is to provide behavioral health services within the Blaine School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

- **Funding Amount and Source**
  The source of funding for this contract, an amount not exceed $90,000, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2015 budget. Council approval is required, and an Agenda Bill is attached.

- **Differences from Previous Contract**
  This is a new contract, but continues the scope of work that has been in place since 2012.

Please contact Joe Fuller at extension 30684, if you have any questions or concerns regarding the terms of this agreement.

Encl.
<table>
<thead>
<tr>
<th>Whatcom County Contract Information Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Originating Department:</strong> Health</td>
</tr>
<tr>
<td><strong>Contract or Grant Administrator:</strong> Joe Fuller</td>
</tr>
<tr>
<td><strong>Contractor's / Agency Name:</strong> Blaine School District</td>
</tr>
<tr>
<td><strong>Is this a New Contract?</strong> Yes <em>X</em> No ____</td>
</tr>
<tr>
<td><strong>If Amendment or Renewal, Original Contract #______________</strong></td>
</tr>
<tr>
<td><strong>Does contract require Council Approval?</strong> Yes <em>X</em> No ____</td>
</tr>
<tr>
<td>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
</tr>
<tr>
<td><strong>Is this a grant agreement?</strong> Yes ___ No <em>X</em></td>
</tr>
<tr>
<td><strong>Is this contract grant funded?</strong> Yes ___ No <em>X</em></td>
</tr>
<tr>
<td><strong>Is this contract the result of a RFP or Bid process?</strong> Yes ___ No <em>X</em></td>
</tr>
<tr>
<td><strong>If yes, RFP and Bid number(s) __________________</strong></td>
</tr>
<tr>
<td><strong>Is this agreement excluded from E-Verify?</strong> No ___ Yes <em>X</em></td>
</tr>
</tbody>
</table>

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

**Contract Amount:** (sum of original contract amount and any prior amendments)
- $ 90,000

**This Amendment Amount:** $ ____________

**Total Amended Amount:** $ ____________

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

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

**Summary of Scope:**
The purpose of the contracted services is to provide behavioral health services within the Blaine School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

**Term of Contract:** 1 Year  
**Expiration Date:** 8/31/2016

**Contract Routing Steps & Signoff:**
1. Prepared by: __pj__  
   Date _6/8/15_
2. Attorney reviewed: __rb__  
   Date _6/30/15_
3. AS Finance reviewed: __bbennett__  
   Date _7/6/2015_
4. IT reviewed if IT related: 
   Date _7/7/15_
5. Attorney signoff: __AS__  
   Date _7/8/15_
6. Contractor signed: 
   Date _7/9/15_
7. Submitted to Exec Office: 
   Date _7/24/15_
8. Council approved (if necessary): 
   Date ____________
9. Executive signed: 
   Date ____________
10. Original to Council: 
   Date ____________
CONTRACT FOR SERVICES AGREEMENT
Blaine School District – Behavioral Health Services

Blaine School District, 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,

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

The term of this Agreement shall commence on the 1st day of September, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2016.

The general purpose or objective of this Agreement is to provide behavioral health 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 $90,000. 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 9th day of July, 2015.

CONTRACTOR:

Blaine School District

Randy Elsbree, Federal and Special Programs Director

STATE OF WASHINGTON         )
                             ) ss.
COUNTY OF WHATCOM           )

On this 9th day of July, 2015, before me personally appeared Randy Elsbree, to me known to be the Director an who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Lynn M VanBuskirk
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Division Manager Date

Regina 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 )
COUNTY OF WHATCOM ) ss

On this _____ day of ______________________, 2015, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

CONTRACTOR INFORMATION:

Blaine School District
Randy Elsbree, Federal and Special Programs Director
770 Mitchell St.
Blaine, WA 98230
360-332-0723
relsbree@blainesd.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 four 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) to cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to 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 officers, 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 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 successors 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: 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:

Joe Fuller, Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 675-6724 X30684
JFuller@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, 34.1, 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)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced mental health and chemical dependency programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral health concerns. Whatcom County acknowledges that schools are expert in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county’s most rural areas.

The goal of the services is to mitigate behavioral health concerns for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 75 middle school and high school students, and their families as appropriate, within each school year contract period. Those served will be students in the Blaine School District who have been identified to have or to be at risk of developing mental health and/or substance abuse issues.

2. Provide services to students who are demonstrating "behaviors of concern," such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.

3. Provide behavioral health services during the summer months. Summer services will include working directly with middle and high school students, and their families as appropriate to assist with interventions required to encourage healthy behaviors during the break in the academic school year. Services will reach new students and also increase the dosage of support among youth already being served.

4. Refer identified students to appropriate mental health and chemical dependency treatment programs and additional support services, as appropriate.

5. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.

6. Provide consultation and/or technical assistance to school district staff regarding youth with mental health issues.

7. Offer up to two community presentations, during each school year contract period, focusing on the impact of drug and alcohol use on teens.
8. Deliver a minimum of four parent trainings within each contract year to at least 75 parents, utilizing the ‘Love and Logic’, ‘Strengthening Families’, ‘1 2 3 Magic’ curricula, or other research-based program designed to reduce substance use and/or improve family functioning. Staff training on similar topics will also target 75-100 individuals.

9. Offer the Whatcom Discovery Mental Health Day Treatment program to students needing intensive mental health services.

10. Manage the activities of the CARE TEAM at Blaine Middle School and High School. Care Team members will be trained school staff, who will perform Care Team activities which are beyond the scope of their regular assigned duties and require work beyond their normal hours. The Care Team will work with students who are at high risk of problems as a result of chemical dependency or mental health issues. Team members will be assigned a caseload of students with whom they will have regular in-person contact. Care Team members will work with students to identify strategies to address problems. Team members will employ asset building techniques based on Search Institute’s “40 Developmental Assets”. Team members will review and monitor students and refer to the Intervention Specialist as necessary.

11. Maintain a school district representative who is a designated referent for mental health services through the Behavioral Health Access Program.

12. Ensure all services are delivered by a qualified professional.

13. Participate in one provider meeting during each school year contract period, as arranged and convened by the Whatcom County Health Department.

14. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.

15. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Chemical Dependency/Mental Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reports will be submitted quarterly according to the following timetable:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Fall) September (or start of school) - November</td>
<td>December 31st</td>
</tr>
<tr>
<td>(Winter) December – February</td>
<td>March 31st</td>
</tr>
<tr>
<td>(Spring) March – May (or end of school)</td>
<td>June 30th</td>
</tr>
<tr>
<td>(Summer) June – August</td>
<td>September 30th</td>
</tr>
</tbody>
</table>

Quarterly reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

- Number of students who received services offered through the school district
- Number of students referred to mental health or chemical dependency services (assessment and/or treatment)
- Number of students referred to other community services
The source of funding for this contract, in an amount not to exceed $90,000.00, is Whatcom County Chemical Dependency/Mental Health Program Fund.

The budget for mental health intervention and treatment services is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$40,850</td>
</tr>
<tr>
<td>Program supplies, professional development/training, and travel</td>
<td>General Ledger Detail for supplies &amp; training For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal Rate. Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</td>
<td>$17,230</td>
</tr>
<tr>
<td>Subcontracted services (e.g., alcohol and drug evaluations, case management, community presentations, parent and staff trainings, psychological evaluations)</td>
<td>Subcontractor invoicing showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
<td>$19,960</td>
</tr>
<tr>
<td>Whatcom Discovery Mental Health Day Treatment Program ($238/child/day)</td>
<td>Student identifier &amp; dates of service</td>
<td>$4,760</td>
</tr>
<tr>
<td>Care Team member stipends plus benefits (Middle School and High School) $450/member/yr</td>
<td>Names of Care Team Members</td>
<td>$7,200</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$90,000</td>
</tr>
</tbody>
</table>

The Contractor may transfer funds between budget line items with County prior approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior county approval.
Invoicing

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted either monthly or bi-monthly (every two months). Monthly invoices must be submitted by the 15th day of the month following the month of service. Bi-monthly invoices must be submitted according to the schedule below.

<table>
<thead>
<tr>
<th>Service Month Period</th>
<th>Bi-Monthly Invoice Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September and October</td>
<td>November 15th</td>
</tr>
<tr>
<td>November and December</td>
<td>January 15th</td>
</tr>
<tr>
<td>January and February</td>
<td>March 15th</td>
</tr>
<tr>
<td>March and April</td>
<td>May 15th</td>
</tr>
<tr>
<td>May and June</td>
<td>July 15th</td>
</tr>
<tr>
<td>July and August</td>
<td>September 15th</td>
</tr>
</tbody>
</table>

2. The Contractor shall submit invoices to (include contract #):

Business Office
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225

Or via email to: HL-BusinessOffice@co.whatcom.wa.us

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.
**EVIDENCE OF COVERAGE**

This evidence is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below.

<table>
<thead>
<tr>
<th>Covered Member</th>
<th>Coverage Afforded By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blaine School District</td>
<td>Washington Schools Risk Management Pool</td>
</tr>
<tr>
<td></td>
<td>PO Box 88700</td>
</tr>
<tr>
<td></td>
<td>Tukwila, WA 98138-2700</td>
</tr>
</tbody>
</table>

This is to certify that the liability coverage listed below has been issued to the district member named above for the period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this evidence may be issued or may pertain, the evidence afforded by the coverage agreement described herein is subject to all the terms, exclusions and conditions of such coverage agreement.

<table>
<thead>
<tr>
<th>Coverage Agreement #:</th>
<th>COV 2014-2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage Period:</td>
<td>September 1, 2014 to August 31, 2015</td>
</tr>
<tr>
<td>Effective Date of Evidence of Coverage:</td>
<td>September 1, 2014</td>
</tr>
<tr>
<td>Expiration Date of Evidence of Coverage:</td>
<td>August 31, 2015</td>
</tr>
<tr>
<td>Limits of Liability Each Occurrence Bodily Injury and Property Damage Combined:</td>
<td>$1,000,000—</td>
</tr>
</tbody>
</table>

Other Applicable Coverage:

Description of Operations/Locations/Vehicle:

Activities under the direction of District personnel for coverage period September 1, 2014 through August 31, 2015.

Cancellation:
Should the above described coverage agreement be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the evidence of coverage holder named below.

Evidence of Coverage Holder: Issue Date: June 19, 2014
To Whom It May Concern

[Signature]

Authorized 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>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>pj</td>
<td>6/8/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Prosecutor:</td>
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<td>Purchasing/Budget:</td>
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<td>Executive:</td>
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**TITLE OF DOCUMENT:**

Agreement between Whatcom County and the Mt. Baker School District

**ATTACHMENTS:**
- Contract Info Sheet
- Memo to Executive
- 2 Originals of Contract Agreement

<table>
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<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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<tr>
<td>SEPA review completed?</td>
<td>( ) Yes ( X ) 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.)

The purpose of the contracted services is to provide behavioral health services within the Mt. Baker School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt

RE: Mt. Baker School District, Behavioral Health Services

DATE: July 22, 2015

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

- **Background and Purpose**
  The purpose of the contracted services is to provide behavioral health services within the Mt. Baker School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

- **Funding Amount and Source**
  The source of funding for this contract, an amount not exceed $90,000, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2015 budget. Council approval is required, and an Agenda Bill is attached.

- **Differences from Previous Contract**
  This is a new contract, but continues the scope of work that has been in place since 2012.

Please contact Joe Fuller at extension 30684, if you have any questions or concerns regarding the terms of this agreement.

Encl.
### Whatcom County Contract Information Sheet

**Originating Department:** Health

**Contract or Grant Administrator:** Joe Fuller

**Contractor's / Agency Name:** Mt. Baker School District

#### Is this a New Contract? **Yes** _X_ **No**

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

If Amendment or Renewal, Original Contract #

#### Does contract require Council Approval? **Yes** _X_ **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** _X_

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

#### Is this contract grant funded?

**Yes** **No** _X_

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

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

**Yes** **No** _X_

If yes, RFP and Bid number(s) Contract

Cost Center: 124100

#### Is this agreement excluded from E-Verify? **No** **Yes** _X_

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 Govt’s)
- Public Works - Local Agency/Federally Funded FHWA

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<th>Contract Amount (sum of original contract amount and any prior amendments)</th>
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<td>Total Amended Amount:</td>
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### Summary of Scope:

The purpose of the contracted services is to provide behavioral health services within the Mt. Baker School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

**Term of Contract:** 1 Year

**Expiration Date:** 8/31/2016

### Contract Routing Steps & Signoff:

1. Prepared by: **pj** Date **6/8/15**
2. Attorney reviewed: **rb** Date **6/30/15**
3. AS Finance reviewed: **bennett** Date **7/6/2015**
4. IT reviewed if IT related:
5. Attorney signoff:
6. Contractor signed:
7. Submitted to Exec Office:
8. Submitted to Exec Office:
9. Council approved (if necessary):
10. Executive signed:
11. Original to Council:
CONTRACT FOR SERVICES AGREEMENT
Mt. Baker School District – Behavioral Health Services

Mt. Baker School District, 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,

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

The term of this Agreement shall commence on the 1st day of September, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2016.

The general purpose or objective of this Agreement is to provide behavioral health 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 $ 90,000. 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 22 day of July, 2015.

CONTRACTOR:
Mt. Baker School District

Charles Burleigh, Superintendent

STATE OF WASHINGTON ss,
COUNTY OF WHATCOM

On this 22 day of July, 2015, before me personally appeared Charles Burleigh, to me known to be the Superintendent and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

TAMMY K BAISDEN
NOTARY PUBLIC in and for the State of Washington, residing at
Deming. My commission expires 02-14-2016.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Division 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:

Mt. Baker School District
Ian Linterman, Director of Special Programs
4956 Deming Rd.
Deming, WA 98244
360-383-2012
linterman@mtbaker.wednet.edu
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 agreement shall be performed at the expense of Contractor and are not compensable under this contract unless both parties 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 four 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) to cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to 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 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 race; or deny any 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:

Joe Fuller, Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724 X30684
JFuller@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)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced mental health and chemical dependency programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral health concerns. Whatcom County acknowledges that schools are expert in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of the services is to mitigate behavioral health concerns for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program.

Statement of Work

The Contractor will:

1. Provide behavioral health services to 30-50 students between the ages of 5 to 18 years, and their families as appropriate, within each school year contract period. Those served will be students in the Mt. Baker School District who have been identified to have or to be at risk of developing emotional, social, mental health and/or substance abuse issues.

2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.

3. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.

4. Provide outreach to high need families and connect them to appropriate community services, on a case by case basis.

5. Family resource coordination will focus on substance abuse and mental health issues.

6. Refer identified students to appropriate mental health and chemical dependency treatment programs and additional support services, as appropriate.

7. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.

8. Provide consultation and/or technical assistance to school district staff regarding youth with mental health issues.
9. Maintain a school district representative who is a designated referent for mental health services through the Behavioral Health Access Program.

10. Ensure all services are delivered by a qualified professional.

11. Participate in one provider meeting during each school year contract period, as arranged and convened by the Whatcom County Health Department.

12. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.

13. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Chemical Dependency/Mental Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

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

Reports will be submitted quarterly according to the following timetable:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Fall) September (or start of school) - November</td>
<td>December 31st</td>
</tr>
<tr>
<td>(Winter) December – February</td>
<td>March 31st</td>
</tr>
<tr>
<td>(Spring) March – May (or end of school)</td>
<td>June 30th</td>
</tr>
<tr>
<td>(Summer) June – August</td>
<td>September 30th</td>
</tr>
</tbody>
</table>

Quarterly reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

- Number of students who received services offered through the school district
- Number of students referred to mental health or chemical dependency services (assessment and/or treatment)
- Number of students referred to other community services
EXHIBIT "B"  
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed $90,000.00, is Whatcom County Chemical Dependency/Mental Health Program Fund.

The budget for behavioral health services is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontracted services (e.g., therapy, psychological services, drug/alcohol counseling)</td>
<td>Subcontractor invoice showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
<td>$89,000</td>
</tr>
<tr>
<td>Travel</td>
<td>For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.</td>
<td>$300</td>
</tr>
<tr>
<td>Program Supplies and Materials</td>
<td>General Ledger Detail</td>
<td>$700</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$90,000</td>
</tr>
</tbody>
</table>

The Contractor may transfer funds between budget line items with County prior approval,

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior county approval.

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

Invoicing

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted either monthly or bi-monthly (every two months). Monthly invoices must be submitted by the 15th day of the month following the month of service. Bi-monthly invoices must be submitted according to the schedule below.

<table>
<thead>
<tr>
<th>Service Month Period</th>
<th>Bi-Monthly Invoice Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September and October</td>
<td>November 15th</td>
</tr>
<tr>
<td>November and December</td>
<td>January 15th</td>
</tr>
<tr>
<td>January and February</td>
<td>March 15th</td>
</tr>
<tr>
<td>March and April</td>
<td>May 15th</td>
</tr>
<tr>
<td>May and June</td>
<td>July 15th</td>
</tr>
<tr>
<td>July and August</td>
<td>September 15th</td>
</tr>
</tbody>
</table>

2. The Contractor shall submit invoices to (include contract #):

Business Office
Whatcom County Health Department
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.
EXHIBIT "C"
(CERTIFICATE OF INSURANCE)
This evidence is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below.

<table>
<thead>
<tr>
<th>Covered Member:</th>
<th>Coverage Afforded By:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PO Box 88700</td>
</tr>
<tr>
<td></td>
<td>Tukwilla, WA 98138-2700</td>
</tr>
</tbody>
</table>

This is to certify that the liability coverage listed below has been issued to the district member named above for the period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this evidence may be issued or may pertain, the evidence afforded by the coverage agreement described herein is subject to all the terms, exclusions and conditions of such coverage agreement.

<table>
<thead>
<tr>
<th>Coverage Agreement #:</th>
<th>COV 2014-2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage Period:</td>
<td>September 1, 2014 to August 31, 2015</td>
</tr>
<tr>
<td>Effective Date of Evidence of Coverage:</td>
<td>September 1, 2014</td>
</tr>
<tr>
<td>Expiration Date of Evidence of Coverage:</td>
<td>August 31, 2015</td>
</tr>
<tr>
<td>Limits of Liability Each Occurrence Bodily Injury and Property Damage Combined:</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Other Applicable Coverage:

Description of Operations/Locations/Vehicle:

Activities under the direction of District personnel for coverage period September 1, 2014 through August 31, 2015.

Cancellation:
Should the above described coverage agreement be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the evidence of coverage holder named below.

<table>
<thead>
<tr>
<th>Evidence of Coverage Holder:</th>
<th>Issue Date: June 19, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>To Whom It May Concern</td>
<td>Kent Paul</td>
</tr>
</tbody>
</table>

Authorized Signature
Agreement between Whatcom County and the Bellingham School District

ATTACHMENTS:
Contract Info Sheet
Memo to Executive
2 Originals of Contract Agreement

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

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

The purpose of the contracted services is to provide behavioral health services within the Bellingham School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt
RE: Bellingham School District, Behavioral Health Services
DATE: July 17, 2015

Enclosed are two (2) originals of a contract between Whatcom County and Bellingham School District for your review and signature.

- Background and Purpose
  The purpose of the contracted services is to provide behavioral health services within the Bellingham School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

- Funding Amount and Source
  The source of funding for this contract, an amount not exceed $115,000, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2015 budget. Council approval is required, and an Agenda Bill is attached.

- Differences from Previous Contract
  This is a new contract, but continues the scope of work that has been in place since 2012.

Please contact Joe Fuller at extension 30684, if you have any questions or concerns regarding the terms of this agreement.

Encl.
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Joe Fuller</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Bellingham School District</td>
</tr>
<tr>
<td>Is this a New Contract?</td>
<td>Yes</td>
</tr>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes</td>
</tr>
<tr>
<td>If Amendment or Renewal, Original Contract #</td>
<td></td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>Yes</td>
</tr>
<tr>
<td>If No, include WCC</td>
<td></td>
</tr>
<tr>
<td>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
<td></td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s)</td>
<td></td>
</tr>
<tr>
<td>CFDA #</td>
<td></td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, associated Whatcom County grant contract number(s)</td>
<td></td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, RFP and Bid number(s)</td>
<td></td>
</tr>
<tr>
<td>Cost Center:</td>
<td>124100</td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify? No</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, indicate exclusion(s) below:</td>
<td></td>
</tr>
<tr>
<td>□ Professional services agreement for certified/licensed professional</td>
<td>□ Contract work is for less than 120 days</td>
</tr>
<tr>
<td>□ Contract less than $100,000.</td>
<td>□ Contract for Commercial off the shelf items (COTS)</td>
</tr>
<tr>
<td>□ Contract work is all performed outside U.S.</td>
<td>□ Work related subcontract less than $25,000.</td>
</tr>
<tr>
<td>✓ Interlocal Agreement (between Govt’s)</td>
<td>□ Public Works - Local Agency/Federally Funded FHWA</td>
</tr>
<tr>
<td>Contract Amount: (sum of original contract amount and any prior amendments)</td>
<td>$115,000</td>
</tr>
<tr>
<td>This Amendment Amount:</td>
<td></td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$</td>
</tr>
<tr>
<td>Contracts that require Council Approval (incl. agenda bill &amp; memo):</td>
<td></td>
</tr>
<tr>
<td>• Professional Services Agreement above $20,000.</td>
<td></td>
</tr>
<tr>
<td>• Bid is more than $40,000.</td>
<td></td>
</tr>
<tr>
<td>• Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)</td>
<td></td>
</tr>
<tr>
<td>RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.</td>
<td></td>
</tr>
</tbody>
</table>

Summary of Scope:
The purpose of the contracted services is to provide behavioral health services within the Bellingham School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

| Term of Contract: | 1 Year | Expiration Date: | 8/31/2016 |
CONTRACT FOR SERVICES AGREEMENT
Bellingham School District – Behavioral Health Services

Bellingham School District, 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 1st day of September, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2016.

The general purpose or objective of this Agreement is to provide behavioral health 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 $115,000. 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 16th day of July, 2015.

CONTRACTOR:

Bellingham School District

[Signature]

Greg Baker, Superintendent of Schools

STATE OF WASHINGTON

) ss.

COUNTY OF WHATCOM

On this 16th day of July, 2015, before me personally appeared Greg Baker, to me known to be the Superintendent of Schools and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

Marilyn A. Grams

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Division 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  
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:

Bellingham School District
Steve Morse, Director, Teaching and Learning
1306 Dupont St.
Bellingham, WA 98225
360-676-6470 ext. 4456
Steve.Morse@bellinghamschools.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 four 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.

HL_090115_Bellingham_SD_Behavioral_Health_Services 3
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 insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

35.2 Non-Discrimination in Client Services:
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; 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:

Joe Fuller, Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724 X30684
JFuller@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 additional.

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.
Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced mental health and chemical dependency programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral health concerns. Whatcom County acknowledges that schools are expert in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county’s most rural areas.

The goal of the services is to mitigate behavioral health concerns for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 200 students, ages 12 to 18 years, and their families as appropriate, within each school year contract period. Those served will be students in the Bellingham School District who have been identified to have or to be at risk of developing mental health and/or substance abuse issues.

2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.

3. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.

4. Refer identified students to appropriate mental health and chemical dependency treatment programs and additional support services, as appropriate.

5. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.

6. Provide consultation and/or technical assistance to school district staff regarding youth with mental health issues.

7. Maintain a school district representative who is a designated referent for mental health services through the Behavioral Health Access Program.

8. Maintain Intervention/Prevention Specialists at Squalicum High School and Bellingham High School locations.
9. Ensure all services are delivered by a qualified professional.

10. Participate in one provider meeting during each school year contract period, as arranged and convened by the Whatcom County Health Department.

11. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.

12. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Chemical Dependency/Mental Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reports will be submitted quarterly according to the following timetable:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Fall) September (or start of school) - November</td>
<td>December 31st</td>
</tr>
<tr>
<td>(Winter) December – February</td>
<td>March 31st</td>
</tr>
<tr>
<td>(Spring) March – May (or end of school)</td>
<td>June 30th</td>
</tr>
<tr>
<td>(Summer) June – August</td>
<td>September 30th</td>
</tr>
</tbody>
</table>

Quarterly reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

- Number of students who received services offered through the school district
- Number of students referred to mental health or chemical dependency services (assessment and/or treatment)
- Number of students referred to other community services
EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed $115,000.00, is Whatcom County Chemical Dependency/Mental Health Program Fund.

The budget for behavioral health services is as follows:

<table>
<thead>
<tr>
<th>Contract Budget 9/1/2015 – 8/31/2016</th>
<th></th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item</strong></td>
<td><strong>Invoice Documentation Required</strong></td>
<td><strong>$113,000</strong></td>
</tr>
<tr>
<td>Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td></td>
</tr>
<tr>
<td>Program supplies, professional development/training, and travel</td>
<td>General Ledger Detail for Supplies and Training For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal Rate. Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

**TOTAL** $115,000

The Contractor may transfer funds between budget line items with County prior approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior county approval.

**Invoicing**

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted either monthly or bi-monthly (every two months). Monthly invoices must be submitted by the 15th day of the month following the month of service. Bi-monthly invoices must be submitted according to the schedule below.

<table>
<thead>
<tr>
<th>Service Month Period</th>
<th>Bi-Monthly Invoice Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September and October</td>
<td>November 15th</td>
</tr>
<tr>
<td>November and December</td>
<td>January 15th</td>
</tr>
<tr>
<td>January and February</td>
<td>March 15th</td>
</tr>
<tr>
<td>March and April</td>
<td>May 15th</td>
</tr>
<tr>
<td>May and June</td>
<td>July 15th</td>
</tr>
<tr>
<td>July and August</td>
<td>September 15th</td>
</tr>
</tbody>
</table>
2. The Contractor shall submit invoices to *(include contract #)*:

Business Office
Whatcom County Health Department
509 Girard St.
Bellingham, WA  98225

Or via email to:  HL-BusinessOffice@co.whatcom.wa.us

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.
## Schools Insurance Association of Washington

### CERTIFICATE OF INSURANCE

**ISSUE DATE:** 08/22/2014

**PRODUCER:**
- CANFIELD
  - 451 Diamond Drive
  - Ephrata, WA 98823
  - Phone: 509-754-2027
  - Fax: 509-754-3406

**INSURED:**
- Bellingham School District #501
  - 1306 Dupont Street
  - Bellingham, WA 98225

**COVERAGE PARTICIPANTS:**
- GENERAL LIABILITY
  - SIAW/Munich Re
  - SIAW / Torus Specialty Insurance Company
- AUTOMOBILE LIABILITY
  - SIAW/Munich Re
  - SIAW / Torus Specialty Insurance Company
- PROPERTY
  - SIAW/Munich Re et al.
- CRIME / PUBLIC EMPLOYEE DISHONESTY
  - SIAW/Munich Re

### COVERS

This is to certify that the coverages listed below have been issued to the insured named above for the coverage period indicated, not withstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the MOC described herein is subject to all the terms, exclusions and conditions of such MOC. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MOC NUMBER</th>
<th>MOC EFF DATE</th>
<th>MOC EXP DATE</th>
<th>DESCRIPTION</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td>SIAW141534010</td>
<td>09/01/2014</td>
<td>09/01/2015</td>
<td>GENERAL AGGREGATE</td>
<td>$31,000,000</td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td>PRODUCT-COMPOOP AGG</td>
<td>$31,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV. INJURY</td>
<td>$25,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
<td>$25,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL PROGRAM AGGREGATE</td>
<td>$150,000,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>SIAW141534010</td>
<td>09/01/2014</td>
<td>09/01/2015</td>
<td>COMBINED SINGLE LIMIT</td>
<td>$25,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL PROGRAM AGGREGATE</td>
<td>NONE</td>
</tr>
<tr>
<td>PROPERTY</td>
<td>SIAW141534010</td>
<td>09/01/2014</td>
<td>09/01/2015</td>
<td>ALL RISK PER OCC EXC EQ &amp; FL</td>
<td>$150,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EARTHQUAKE PER OCC</td>
<td>$25,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FLOOD PER OCC (Except FZ A &amp; V, which is 50MM)</td>
<td>$25,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL PROGRAM AGGREGATE</td>
<td>NONE</td>
</tr>
<tr>
<td>CRIME / PUBLIC EMPLOYEE DISHONEST</td>
<td>SIAW141534010</td>
<td>09/01/2014</td>
<td>09/01/2015</td>
<td>PER LOSS</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Contract for behavioral health services.

### CANCELLATION

Should any of the above described coverage be cancelled before the expiration date thereof, notice will be delivered in accordance with the provisions of the MOC.

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
<th>AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatcom County Health Department</td>
<td>Mandi R. Pratt</td>
</tr>
</tbody>
</table>

2875991
EXHIBIT "C"
(CERTIFICATE OF INSURANCE)
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>pj</td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>6/8/15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Division Head:</th>
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</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>7/16/15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept. Head:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>7/17/15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prosecutor:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>6/30/15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Purchasing/Budget:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>7/06/2015</td>
</tr>
</tbody>
</table>

Executive: pd 28.15

TITLE OF DOCUMENT

Agreement between Whatcom County and the Ferndale School District

ATTACHMENTS:
Contract Info Sheet
Memo to Executive
2 Originals of Contract Agreement

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

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

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

The purpose of the contracted services is to provide behavioral health services within the Ferndale School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt

RE: Ferndale School District, Behavioral Health Services

DATE: July 15, 2015

Enclosed are two (2) originals of a contract between Whatcom County and Ferndale School District for your review and signature.

- **Background and Purpose**
  The purpose of the contracted services is to provide behavioral health services within the Ferndale School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

- **Funding Amount and Source**
  The source of funding for this contract, an amount not exceed $100,000, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2015 budget. Council approval is required, and an Agenda Bill is attached.

- **Differences from Previous Contract**
  This is a new contract, but continues the scope of work that has been in place since 2012.

Please contact Joe Fuller at extension 30684, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Joe Fuller</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Ferndale School District</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes _X_ No ____ If not, is this an Amendment or Renewal to an Existing Contract? Yes ____ No ____. If Amendment or Renewal, Original Contract #: ______________

Does contract require Council Approval? Yes _X_ 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 _X_  If yes, grantor agency contract number(s) ______________ CFDA # ______________

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

Is this contract the result of a RFP or Bid process? Yes ____ No _X_  If yes, RFP and Bid number(s) ______________ Contract: ______________ Cost Center: 124100

Is this agreement excluded from E-Verify? No ____ Yes _X_  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 Govt's)
- Public Works - Local Agency/Federally Funded FHWA

Contract Amount: (sum of original contract amount and any prior amendments) $___100,000______

This Amendment Amount: $____________________

Total Amended Amount: $____________________

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

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

Summary of Scope:
The purpose of the contracted services is to provide behavioral health services within the Ferndale School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

Term of Contract: 1 Year  Expiration Date: 8/31/2016

**Contract Routing Steps & Signoff:** [sign or initial] [indicate date transmitted]

1. Prepared by: pj Date 6/8/15
2. Attorney reviewed: rb Date 6/30/15
3. AS Finance reviewed: hbennett Date 7/6/2015
4. IT reviewed if IT related: Date
5. Attorney signoff: Date
6. Contractor signed: Date 7-14-15
7. Submitted to Exec Office: Date 7-24-15
8. Council approved (if necessary): Date
9. Executive signed: Date
10. Original to Council
Ferndale School District, 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,

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

The term of this Agreement shall commence on the 1st day of September, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2016.

The general purpose or objective of this Agreement is to **provide behavioral health 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 $ 100,000. 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 14 day of **July** 2015.

**CONTRACTOR:**

Ferndale School District

[Signature]

Jill Iwasaki, Executive Director for Special Services

**STATE OF WASHINGTON**

) ss.

**COUNTY OF WHATCOM**

On this 14 day of **July** 2015, before me personally appeared Jill Iwasaki, to me known to be the Executive Director for Special Services and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

TAMARAA L. BERGEM

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

HL_090115_Ferndale_SD_Behavioral_Health_Services
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Division Manager  7/16/15

Regina Delahunt, Director  7/17/15

Approved as to form:  7/21/15

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:

Ferndale School District
Jill Iwasaki, Executive Director for Special Services
P. O. Box 698
Ferndale, WA 98248
360-383-9221
jill.iwasaki@ferndalesd.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 four 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 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: 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:

Joe Fuller, Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724 X30684
JFuller@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)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced mental health and chemical dependency programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral health concerns. Whatcom County acknowledges that schools are expert in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county’s most rural areas.

The goal of the services is to mitigate behavioral health concerns for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 115 students, ages 5 – 18 years, and their families as appropriate, with in each annual contract year. Those served will be students in the Ferndale School District who have been identified to have or be at risk of developing mental health and/or substance abuse issues. Services will reach new students and also increase the dosage of support among youth already being served.

2. Provide services to students who are demonstrating “behaviors of concern,” such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.

3. Deliver ‘Summer Youth Development Services’ in June and July 2016. Development services include working with at least 15 students to improve communication and social skills and develop leadership while participating in pro-social activities. The summer services, including program planning and outreach, will be delivered by Intervention/Prevention Specialists, Teachers, Paraeducators, or other identified staff.

4. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.

5. Manage the activities of the Ferndale Middle School CARE TEAM. Care Team members will be trained school staff, who will perform Care Team activities which are beyond the scope of their regular assigned duties and require work beyond their normal hours. The Care Team will work with students who are at high risk of problems as a result of chemical dependency or mental health issues. Team members will be assigned a caseload of students with whom they will have regular in-person contact. Care Team members will work with students to identify strategies to address problems. Team members will employ asset building techniques based on Search Institute’s “40 Developmental Assets”. Team members will review and monitor students and refer to the Intervention Specialist as necessary.”
6. Refer identified students to appropriate mental health and chemical dependency treatment programs and additional support services, as appropriate.

7. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.

8. Provide consultation and/or technical assistance to school district staff regarding youth with mental health issues.

9. Maintain a school district representative who is a designated referent for mental health services through the Behavioral Health Access Program.

10. Ensure all services are delivered by a qualified professional.

11. Participate in one provider meeting during each school year contract period, as arranged and convened by the Whatcom County Health Department.

12. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.

13. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Chemical Dependency/Mental Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reports will be submitted quarterly according to the following timetable:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Fall) September (or start of school) - November</td>
<td>December 31st</td>
</tr>
<tr>
<td>(Winter) December – February</td>
<td>March 31st</td>
</tr>
<tr>
<td>(Spring) March – May (or end of school)</td>
<td>June 30th</td>
</tr>
<tr>
<td>(Summer) June – August</td>
<td>September 30th</td>
</tr>
</tbody>
</table>

Quarterly reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

- Number of students who received services offered through the school district
- Number of students referred to mental health or chemical dependency services (assessment and/or treatment)
- Number of students referred to other community services
The source of funding for this contract, in an amount not to exceed $100,000.00, is Whatcom County Chemical Dependency/Mental Health Program Fund.

The budget for behavioral health services is as follows:

<table>
<thead>
<tr>
<th><strong>Contract Budget 9/1/2015 – 8/31/2016</strong></th>
<th><strong>Invoice Documentation Required</strong></th>
<th><strong>Budget</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$85,929</td>
</tr>
<tr>
<td>Subcontracted services (e.g., assessment, therapy, drug/alcohol counseling, case management, parent education)</td>
<td>Subcontractor invoice showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
<td>$3,871</td>
</tr>
<tr>
<td>Care Team Member Stipends ($600/member/year &amp; taxes)</td>
<td>Names of Care Team Members + General Ledger Detail</td>
<td>$7,200</td>
</tr>
<tr>
<td>Program supplies, professional development, training, and travel</td>
<td>General Ledger Detail required for program supplies. Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Mileage reimbursements require number of miles traveled and will be reimbursed at the current federal rate. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</td>
<td>$3,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$100,000</strong></td>
</tr>
</tbody>
</table>

The Contractor may transfer funds between budget line items with County prior approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior county approval.

**Invoicing**

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted either monthly or bi-monthly (every two months). Monthly invoices must be submitted by the 15th day of the month following the month of service. Bi-monthly invoices must be submitted according to the schedule below.

<table>
<thead>
<tr>
<th><strong>Service Month Period</strong></th>
<th><strong>Bi-Monthly Invoice Due Date</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>September and October</td>
<td>November 15th</td>
</tr>
<tr>
<td>November and December</td>
<td>January 15th</td>
</tr>
<tr>
<td>January and February</td>
<td>March 15th</td>
</tr>
</tbody>
</table>
2. The Contractor shall submit invoices to *(include contract #)*:

Business Office  
Whatcom County Health Department  
509 Girard St.  
Bellingham, WA  98225  

Or via email to: HL-BusinessOffice@co.whatcom.wa.us

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.
Schools Insurance Association of Washington

CERTIFICATE OF INSURANCE

ISSUE DATE: 08/22/2014

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the memorandum of coverage (MOC) 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 MOC must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the MOC, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER

CANFIELD
451 Diamond Drive
Ephrata, WA 98823
Phone: 509-754-2027 Fax: 509-754-3406

INSURED

Ferndale School District #502
P.O. Box 658
Ferndale, WA 98248

COVERAGES

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
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<th>MOC EFF. DATE</th>
<th>MOC EXP. DATE</th>
<th>DESCRIPTION</th>
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<td>09/01/2014</td>
<td>09/01/2015</td>
<td>PER LOSS</td>
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LEASE PURCHASE AGREEMENT: Buses valued at 22,406.55 each for (Remaining Balance), Bank of America National Association Affiliates, Successors And/Or its Assigns are named as Additional Insured/Loss Payee, subject to the coverage terms, conditions and exclusions. The Additional Insured Endorsement is attached. 2010 Bluebird Buses: CONTRACT # 588-3000221-002 VIN# 1BAGCPA2AF269890, 1BAGCPA4AF269891, 1BAGCPA6AF269892. CONTRACT # 588-3000221-003 VIN# 1BAGCPA3AF272300, 1BAGCPA5AF272301, 1BAGCPA7AF272302, 1BAGCPA9AF272303 & 1BAGCPA0AF272304. The Physical Damage & Rental - Bus Deductible is $2,500 per occurrence.

CANCELLATION

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

CERTIFICATE HOLDER

Bank of America- N.A., ASAOIA
135 S. LaSalle
Chicago, Ill 60603

AUTHORIZED REPRESENTATIVE

Mandi R. łaz

2876998
EXHIBIT "C"
(CERTIFICATE OF INSURANCE)
**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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<td>Originator:</td>
<td>pj</td>
<td>6/8/15</td>
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<td>08/04/2015</td>
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<td>Prosecutor:</td>
<td>rb</td>
<td>6/30/15</td>
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<td>Purchasing/Budget:</td>
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**TITLE OF DOCUMENT:**

Agreement between Whatcom County and the Lynden School District

**ATTACHMENTS:**
- Contract Info Sheet
- Memo to Executive
- 2 Originals of Contract Agreement

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

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

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

The purpose of the contracted services is to provide behavioral health services within the Lynden School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt

RE: Lynden School District, Behavioral Health Services

DATE: July 16, 2015

Enclosed are two (2) originals of a contract between Whatcom County and Lynden School District for your review and signature.

- **Background and Purpose**
  The purpose of the contracted services is to provide behavioral health services within the Lynden School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

- **Funding Amount and Source**
  The source of funding for this contract, an amount not exceed $92,500, is the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2015 budget. Council approval is required, and an Agenda Bill is attached.

- **Differences from Previous Contract**
  This is a new contract, but continues the scope of work that has been in place since 2012.

Please contact Joe Fuller at extension 30684, if you have any questions or concerns regarding the terms of this agreement.

Encl.
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

### Originating Department: Health

### Contract or Grant Administrator: Joe Fuller

### Contractor's / Agency Name: Lynden School District

**Is this a New Contract?** Yes **_X_** No __
**If not, is this an Amendment or Renewal to an Existing Contract?** Yes __ No **_X_**
**If Amendment or Renewal, Original Contract # ____________

**Does contract require Council Approval?** Yes **_X_** No __
(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

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

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

**Is this contract the result of a RFP or Bid process?** Yes __ No **_X_**
**Contract**
**If yes, RFP and Bid number(s) ____________
**Cost Center: 124100**

**Is this agreement excluded from E-Verify?** No __ Yes **_X_**
**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 (COTS)
- Contract work is all performed outside U.S.
- Work related subcontract less than $25,000.
- Interlocal Agreement (between Gov'ts)
- Public Works - Local Agency/Federally Funded FHWA

### Contract Amount:
- Sum of original contract amount and any prior amendments
  - $ 92,500

### 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 purpose of the contracted services is to provide behavioral health services within Lynden School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

### Term of Contract: 1 Year

<table>
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<th>Contract Routing Steps &amp; Signoff: [sign or initial]</th>
<th>[indicate date transmitted]</th>
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</thead>
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<tr>
<td>1. Prepared by: pj</td>
<td>Date 6/8/15</td>
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<tr>
<td>2. Attorney reviewed: rb</td>
<td>Date 6/30/15</td>
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<tr>
<td>3. AS Finance reviewed: bbennett</td>
<td>Date 7/6/15</td>
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<tr>
<td>4. IT reviewed if IT related:</td>
<td>Date</td>
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<tr>
<td>5. Attorney signoff:</td>
<td>Date</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td>Date 7-8-15</td>
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<tr>
<td>8. Submitted to Exec Office:</td>
<td>Date 7-24-15</td>
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<td>9. Council approved (if necessary):</td>
<td>Date</td>
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<tr>
<td>10. Executive signed:</td>
<td>Date</td>
</tr>
<tr>
<td>11. Original to Council</td>
<td>Date</td>
</tr>
</tbody>
</table>

| Expiration Date: 8/31/2016 |

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

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

The term of this Agreement shall commence on the 1st day of September, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2016.

The general purpose or objective of this Agreement is to **provide behavioral health 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 $ 92,500. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 8th day of **July**, 2015.

**CONTRACTOR:**

Lynden School District

[Signature]

James B. Frey, Superintendent

**STATE OF WASHINGTON**

} ss.

**COUNTY OF WHATCOM**

) ss.

On this 8th day of **July**, 2015, before me personally appeared James B. Frey, to me known to be the Superintendent and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

NOTARY PUBLIC in and for the State of Washington, residing at **Custer**, My commission expires **4.18.2018**
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Division 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

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:

Lynden School District
Tim Metz, Special Programs
1203 Bradley Rd.
Lynden, WA 98264
360-354-2893
metzt@lynden.wednet.edu
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 four 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 right or privilege 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 insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

35.2 **Non-Discrimination in Client Services:**
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, 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 **Conflicts 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 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:

Joe Fuller, Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 676-6724 X30684
JFuller@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

HL_090115_Lynden_SD_Behavioral_Health_Services
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.
Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced mental health and chemical dependency programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral health concerns. Whatcom County acknowledges that schools are expert in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county’s most rural areas.

The goal of the services is to mitigate behavioral health concerns for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 60 students, ages 5 to 14 years, and their families as appropriate, within each school year contract period. Those served will be students in the Lynden School District who have been identified to have or to be at risk of developing mental health and/or substance abuse issues.

2. Provide a Community Prevention Specialist (CPS) who will deliver onsite behavioral health services to students at Lynden Middle School. The CPS will identify and coordinate interventions to a caseload of 20-25 students demonstrating more acute behavioral and mental health needs. CPS will also support all middle school students through prevention activities, increasing student connection to school, removing barriers to success, supporting students to access academic, social, and behavioral interventions designed to increase resilience. CPS will also engage parents and the community in topics of behavioral and mental health. CPS will support the district to identify the structures and supports families need before, during and after experiencing adverse childhood experiences.

3. Provide services to students who are demonstrating “behaviors of concern” such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.

4. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.

5. Refer identified students to appropriate mental health and chemical dependency treatment programs and additional support services, as appropriate.

6. Facilitate ongoing case management and referrals for students with behavioral health needs. Classroom observations of students will be conducted on a case by case basis, and students’ progress and needs will
be monitored. The Behavioral Prevention/Intervention Specialist will act as a liaison to local service providers, determine gaps in service linkages, and provide professional in-service to staff, as needed.

7. Meet with youth who are demonstrating risks for substance abuse to help them identify strategies to reduce them.

8. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.

9. Provide consultation and/or technical assistance to school district staff regarding youth with mental health issues.

10. Maintain a school district representative who is a designated referent for mental health services through the Behavioral Health Access Program.

11. Ensure all services are delivered by a qualified professional.

12. Participate in one provider meeting during each school year contract period, as arranged and convened by the Whatcom County Health Department.

13. Provide at least one implementation of the evidence-based Strengthening Families Program, or other identified family program.

14. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.

15. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Chemical Dependency/Mental Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reports will be submitted quarterly according to the following timetable:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Fall) September (or start of school) - November</td>
<td>December 31st</td>
</tr>
<tr>
<td>(Winter) December – February</td>
<td>March 31st</td>
</tr>
<tr>
<td>(Spring) March – May (or end of school)</td>
<td>June 30th</td>
</tr>
<tr>
<td>(Summer) June – August</td>
<td>September 30th</td>
</tr>
</tbody>
</table>

Quarterly reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

- Number of students who received services offered through the school district
- Number of students referred to mental health or chemical dependency services (assessment and/or treatment)
- Number of students referred to other community services
EXHIBIT "B"
(COMPARTMENT)

The source of funding for this contract, in an amount not to exceed $92,500.00, is Whatcom County Chemical Dependency/Mental Health Program Fund.

The budget for behavioral health services is as follows:

<table>
<thead>
<tr>
<th>Contract Budget – 9/1/2015 – 8/31/2016</th>
<th>Documentation Required for Reimbursement</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$30,000</td>
</tr>
<tr>
<td>Drug/Alcohol Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$25,000</td>
</tr>
<tr>
<td>Behavioral Intervention/Prevention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$35,000</td>
</tr>
<tr>
<td>Subcontracted services (e.g., therapy, psychological services, drug/alcohol counseling)</td>
<td>Subcontractor invoice showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
<td>$1,500</td>
</tr>
<tr>
<td>Program supplies, professional development/training, and travel</td>
<td>General Ledger Detail or receipts detailing program supplies, training, and travel expenses For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

**TOTAL** $92,500

The Contractor may transfer funds between budget line items with County prior approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior county approval.

**Invoicing**

1. The Contractor shall submit itemized invoices in a format approved by the County. Invoices must be submitted either monthly or bi-monthly (every two months). Monthly invoices must be submitted by the 15th day of the month following the month of service. Bi-monthly invoices must be submitted according to the schedule below:

<table>
<thead>
<tr>
<th>Service Month Period</th>
<th>Bi-Monthly Invoice Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September and October</td>
<td>November 15th</td>
</tr>
<tr>
<td>November and December</td>
<td>January 15th</td>
</tr>
<tr>
<td>January and February</td>
<td>March 15th</td>
</tr>
<tr>
<td>March and April</td>
<td>May 15th</td>
</tr>
<tr>
<td>May and June</td>
<td>July 15th</td>
</tr>
<tr>
<td>July and August</td>
<td>September 15th</td>
</tr>
</tbody>
</table>

2. The Contractor shall submit invoices to (include contract #):
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.
This evidence is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below.

<table>
<thead>
<tr>
<th>Covered Member:</th>
<th>Coverage Afforded By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lynden School District</td>
<td>Washington Schools Risk Management Pool</td>
</tr>
<tr>
<td></td>
<td>PO Box 88700</td>
</tr>
<tr>
<td></td>
<td>Tukwila, WA 98138-2700</td>
</tr>
</tbody>
</table>

This is to certify that the liability coverage listed below has been issued to the district member named above for the period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this evidence may be issued or may pertain, the evidence afforded by the coverage agreement described herein is subject to all the terms, exclusions and conditions of such coverage agreement.

<table>
<thead>
<tr>
<th>Coverage Agreement #:</th>
<th>COV 2014-2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage Period:</td>
<td>September 1, 2014 to August 31, 2015</td>
</tr>
<tr>
<td>Effective Date of Evidence of Coverage:</td>
<td>September 1, 2014</td>
</tr>
<tr>
<td>Expiration Date of Evidence of Coverage:</td>
<td>August 31, 2015</td>
</tr>
<tr>
<td>Limits of Liability Each Occurrence Bodily Injury and Property Damage Combined:</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Other Applicable Coverage:

Description of Operations/Locations/Vehicle:

Activities under the direction of District personnel for coverage period September 1, 2014 through August 31, 2015.

Cancellation:
Should the above described coverage agreement be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the evidence of coverage holder named below.

<table>
<thead>
<tr>
<th>Evidence of Coverage Holder:</th>
<th>Issue Date: June 19, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>To Whom It May Concern</td>
<td>Kent P.</td>
</tr>
<tr>
<td></td>
<td>Authorized Signature</td>
</tr>
</tbody>
</table>
### WHATCOM COUNTY COUNCIL AGENDA BILL

**NO.** 2015-247

<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>S.H.</td>
<td>7/17/15</td>
<td>RECEIVED</td>
<td>8/4/15</td>
<td>Finance</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td>7/1/15</td>
<td></td>
<td>8/4/15</td>
<td>Council</td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>7/20/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>7/20/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>7/28/15</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Digital Image Enhancement Service Contract

**ATTACHMENTS:**
1. Cover Memo
2. Contract Information Sheet
3. Two copies of contract between Whatcom County and US Imaging, Inc.

**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 authorization for the County Executive to enter into a two year contract with US Imaging, Inc. not to exceed $48,000 for the conversion of microfilm to digital format and enhancing and cropping approximately one million digital images to be added to the Auditor’s recording system. This project will increase on-line access to recorded documents back to 1959 and reduce reliance on the use of microfilm.

### COMMITTEE ACTION:

### COUNCIL ACTION:

**Related County Contract #:**  
**Related File Numbers:**  
**Ordinalance 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: Debbie Adelstein, Auditor
RE: Digital Image Enhancement Services
DATE: July 17, 2015

Enclosed are two (2) originals of the proposed contract for Digital Image Enhancement Services between US Imaging, Inc. and Whatcom County for your review and signature.

- **Background and Purpose**
  For many years the Auditor’s Office has been expanding the number of digital images within our recording system to improve the quality of the images available to the public. We have approximately one million images from prior projects that need to be enhanced, despeckled, and resized. Once these proposed phases of the project are completed we will be providing on-line access to Auditor records back to 1959.

As a result of the County’s request for proposal process, we desire to secure a contract with US Imaging, Inc. to perform the services of converting microfilm to digital images, and enhancing and cropping digital images we already have.

- **Funding Amount and Source**
  The total number of images is an estimate, and we were also only able to estimate how much advanced clean-up would be required. For that reason, the contract is for a not to exceed amount of $48,000. The funding for this contract is provided in the 2015 ($20,000) and 2016 ($28,000) budget in the Auditor’s O&M Fund.

- **Differences from Previous Contract**
  There is no previous contract for these services.

Please contact Stacy Henthorn at extension #50061, 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>Auditor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Stacy Henthorn, Recording Supervisor</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>US Imaging, Inc.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Does contract require Council Approval?</th>
<th>Yes [x] No [ ]</th>
<th>If No, include WCC: [ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a grant agreement?</th>
<th>Yes [ ] No [x]</th>
<th>If yes, grantor agency contract number(s): [ ] CFDA#: [ ]</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is this contract grant funded?</th>
<th>Yes [x] No [ ]</th>
<th>If yes, Whatcom County grant contract number(s): [ ]</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Yes [x] No [ ]</th>
<th>If yes, RFP and Bid number(s): 15-51</th>
<th>Contract</th>
<th>Cost Center: 16600</th>
</tr>
</thead>
</table>

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

If YES, indicate exclusion(s) below:

- 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.

<table>
<thead>
<tr>
<th>Contract Amount: (sum of original contract amount and any prior amendments):</th>
<th>$ 2015/$20,000 AND 2016/$28,000</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>This Amendment Amount:</th>
<th>$ [ ]</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Total Amended Amount:</th>
<th>$ [ ]</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contracts that require Council Approval (incl. agenda bill &amp; memo)</th>
</tr>
</thead>
</table>
- 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: Converting 16mm microfilm to digital format and enhancing & cropping one million plus digital records for easy access to the Auditor's Official Records. Upon completion, Auditor's office will have access to digital records back to 1959.

<table>
<thead>
<tr>
<th>Term of Contract: 18 months</th>
<th>Expiration Date: 12/31/2016</th>
</tr>
</thead>
</table>

Contract Routing:
1. Prepared by: [Signature] Date: [7/17/15]
2. Attorney signoff: Date: [7/20/15]
3. AS Finance reviewed: Date: [7/20/15]
4. IT reviewed (if IT related): Date: [7/23/15]
5. Contractor signed: Date: [7/21/15]
6. Submitted to Exec.: Date: [7/23/15]
7. Council approved (if necessary): Date: [7/23/15]
8. Executive signed: Date: [7/23/15]
9. Original to Council: Date: [7/23/15]

V2.0
CONTRACT FOR SERVICES AGREEMENT
US Imaging, Inc. and Whatcom County Auditor

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

General Conditions, pp. 3 to 8.
Exhibit A (Scope of Work), pp. 9 to 9.
Exhibit B (Compensation), pp. 10 to 10.
Exhibit C (RFP #15-51)
Exhibit D (RFP #15-51 response from US Imaging, Inc.).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein. The parties' signatures on this page and the next constitute agreement to all of the agreements and documents contained in the above exhibits.

The term of this Agreement shall commence on the 24th day of August, 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: Enhance Digitized Images of Auditor Records, as more fully and definitely 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 $20,000 in 2015 and $28,000 in 2016. 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 31st day of July, 2015.

CONTRACTOR:
US Imaging, Inc.
Rhonda Olson, Project Manager

Address:
400 S. Franklin St.
Saginaw, MI 48607

Contact Name: Eric nejedly
Contact Phone: 303-319-9457
Contact Email: enejedly@us-imaging.com

STATE OF WASHINGTON
COUNTY OF Pinellas

On this 31st day of July, 2015, before me personally appeared RONDA OLSON, known to be the PROJECT MANAGER (title) of US IMAGING (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at LASCO. My commission expires 06/27/2014.
WHATCOM COUNTY:
Recommended for Approval:

Debbie Adelstein, County Auditor 7/23/15

Approved as to form:

Prosecuting Attorney 7/20/15

Approved:
Accepted for Whatcom County:

By: ________________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

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

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

CONTRACTOR INFORMATION:

US Imaging, Inc.

Eric Nejedly, National Account Manager

Address:
4000, S. Franklin St
Saginaw, MI 48607

Contact Name: Eric Nejedly
Contact Phone: 303-319-9457
Contact Email: enejedly@us-imaging.com

Contract for Services Agreement
Digital Image Enhancement Services

V2.0
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: Not Applicable

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

Contract for Services Agreement
Digital Enhancement Services
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: Not Applicable

**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.

Contract for Services Agreement
Digital Enhancement Services
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: Not Applicable
a. Professional Liability - $1,000,000 per occurrence: Not Applicable

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: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Stacy Henthorn, Recording Supervisor

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

Contract for Services Agreement
Digital Enhancement Services
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:

Contract for Services Agreement
Digital Enhancement Services
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.
**Scope of Work**

Currently the Whatcom County Auditor has digital images beginning September 1991 to the present. The County’s intent is to complete as many phases of this imaging project as possible with the approved monies budgeted in 2015 and 2016. We anticipate the project will be broken up between those two years. Completion of the project will provide the County with quality digital images back to 1959 available to be viewed through the recording system.

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<thead>
<tr>
<th>Phase</th>
<th>Media</th>
<th>Estimated Number of Images</th>
<th>Project Objectives</th>
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<tbody>
<tr>
<td>1</td>
<td>Hard drive (CTI digitized images)</td>
<td>158,000</td>
<td>Enhance, Despeckle, Crop &amp; Resize Digital Images on a hard drive. All images cover year period form 1990 - August 30, 1991. All images are named by Auditor file number stored in a multi-page tiff format.</td>
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<tr>
<td>2</td>
<td>51 CD’s</td>
<td>726,000</td>
<td>Enhance, Despeckle, Crop &amp; Resize Digital Images on a total of 51 CD’s. The digital images cover year period from 1975 - 1989. All images are named by Auditor file number stored in a multi-page tiff format.</td>
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<tr>
<td>3</td>
<td>15 Rolls of Microfilm</td>
<td>30,000</td>
<td>Convert Microfilm images on 16mm film to a digital format. Despeckle, Enhance, Crop &amp; Resize Digital Images. The microfilm images cover year period from 11/2/1973 - 12/1974. All images will need to be named by Auditor file number stored in a multi-page tiff format.</td>
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<tr>
<td>4</td>
<td>Hard drive</td>
<td>208,000</td>
<td>Enhance, Despeckle, Crop &amp; Resize Digital Images on a hard drive. The digital images cover year period from 1959 -1974. All images are named by Auditor file number in a multi-page tiff format.</td>
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EXHIBIT "B"

Estimated Compensation
(Based on options provided in RFP)

Phase 1:

158,000 @ $0.025 per Tiff Image to Remove Excess Borders = $3,950.00

Phase 2:

726,000 @ $0.025 per Tiff Image to Remove Excess Borders = $18,150.00

Phase 3:

15 Rolls of Film – Approximately 2,000 Tiff Images = 30,000 Tiff Images $6,222.50

Phase 4:

208,000 Images @ $0.025 per Tiff Image to Remove Excess Borders = $5,200.00

Total based on *estimated number of images $33,522.50

*In the event the number of images exceeds the estimate above an allowance has been provided to cover the excess images and clean-up.

Price for:

Images in excess of estimates to have borders removed = $0.025 per image
Images requiring rescanning of poor quality rolls of microfilm = $0.025 per image
Images requiring specific area enhancement = $0.65 per image

Total Contract Not To Exceed (including tax) $48,000.00

$20,000 2015
$28,000 2016
Whatcom County
RFP #15-51
Digital Image Enhancement Services

Whatcom County is soliciting proposals from qualified imaging firms to assist in converting 16mm microfilm to digital format and cleaning up existing digitized records from previous projects. There are approximately 1,122,000 images that need to be enhanced, despeckled, cropped, and resized. Each multi-page TIFF image is currently named with the official auditor file number of Whatcom County Auditor’s Office except for the 15 rolls of film in Phase 3. Phase 3’s project will encompass digitizing film (enhance, despeckle, crop), saving image(s) as a multi-page TIFF, and naming the image by the official auditor file number on the film.

The County intends to enter into a contract with the firm most qualified based on the response and the selection criteria outlined in this document.

Any agreement made as a result of this RFP will be effective from the date of contract approval through December 31, 2015, with the option to extend the contract upon agreement of both parties for up to 2 extensions. Either party may terminate the agreement by giving 90 days written notice to the other party.

Scope of Work
Currently the Whatcom County Auditor has digital images beginning September 1991 to the present. The County’s intent is to complete as many phases of this imaging project as possible with the approved funds budgeted in 2015 and 2016. We anticipate the project will be broken up between those two years. Completion of the project will provide the County with quality digital images back to 1959 available to be viewed through the recording system.

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Whatcom County  
RFP #15-51  
Digital Image Enhancement Services

Minimum Requirements
The following criteria are considered minimum requirements:

- All microfilm will be scanned at 300 dpi black and white as a multi-page TIFF image.
- Each image will be named with the Auditor File Number (e.g., 1152702.tif). This requirement only pertains to the images converted from microfilm to digital format (Phase 3).
- Each image will be cropped and resized to ensure the most accurate original page size.
- Each image will be despeckled and enhanced when the image is poor quality.
- Images will be inspected to ensure sequential order, right side up page orientation, missing pages, duplicate page, retakes, and image quality.
- The Vendor’s ability to deal with microfilm re-take images will be a critical factor in determining award.
  - Re-takes were necessary due to a poor image being captured on the film. Once the poor image was discovered, it was imaged again.
  - Re-takes also occurred because of a recording error, and the document then needed to be fixed and re-imaged to reflect an accurate record.
  - Re-takes will appear as a duplicated Auditor File number.

Proposals must include the price per image. The per image price must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct labor, benefits, supplies, equipment, overhead, profit, shipping/delivery, etc.

The Auditor reserves the right to reduce the scope of the project to fit within the available budget.

Qualifications
The vendor must be a professional microfilm conversion service provider with a verifiable history in microfilm conversion projects.

The vendor must have the ability to demonstrate that they have:

- High levels of quality control.
- Ability to perform image enhancement.
- Ability to enhance the legibility of images to a minimum of the legibility level of the original microfilm, with no loss of information contained on the image.
- A guarantee for the confidentiality and security of all County records and the ability to handle them in accordance with Washington State Archives standards from the time of pick up at the County until the time of delivery back to the County.

The selected vendor will be required to do the following:

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Whatcom County
RFP #15-51
Digital Image Enhancement Services

- Use extreme care to preserve and protect the digital images/microfilm against loss, damage, or destruction.
- Be responsible for all shipping and handling costs.
- Chain of custody must be traceable at all times.
- Microfilm (if applicable) must be repackaged and returned to the County in the same order microfilm was received.
- Provide Whatcom County access to the microfilm (if applicable) during the conversion process by providing a scanned version of the document to the Recording Supervisor within 72 hours of the request.

Quality Control
The selected vendor will be responsible for providing consistent quality and completing all work identified by the contract. All work shall be subject to evaluation and inspection by Whatcom County at any time. Should such inspection indicate failure on the part of the vendor, Whatcom County may terminate the contract.

The selected vendor is expected to make a good faith effort to obtain the best quality image. If the vendor discovers poor digital images, vendor will take steps to correct the quality of the images. If after such efforts, the scanned image is still poor the vendor will report the problem to the Recording Supervisor.

Upon inspection by the Recording Supervisor, digitized/scanned images that do not meet the quality requirement of the RFP will be corrected at no cost to the County. The vendor will be responsible for fixing only the defective images and providing them by CD or other method determined acceptable by the recording supervisor. Any transport media failing to meet the applicable criteria will be recreated at no additional charge to the County. Failure to meet quality standards may result in cancellation of the contract.

Whatcom County will not accept or pay for damaged goods. The vendor must file all claims against the carrier for damages incurred to items in transit from the point of origin to the ultimate destination, Whatcom County will provide vendor with written notice when damaged goods are received. Whatcom County will deduct the cost of the damaged goods from the invoice prior to payment. Vendor must file all claims against the carriers for reimbursement of the loss.

Proposal Contents
Proposals must include the following sections:

1. Signed Response Form (see Exhibit A) that includes references from similar type projects and proposed costs.
2. A brief history and description of the firm, when it was established, type of facility, location of main office and branches, size of staff employed, and documentation certifying that the proposer is licensed to perform services within the State of Washington.
Whatcom County
RFP #15-51
Digital Image Enhancement Services

3. Describe the background and the relevant experience of principle members of the organization that will be involved with this project. Individuals that are proposed to staff the work must have been responsible on projects similar in scope to the one that is being proposed.

4. Provide a description of how your organization would approach this project as it pertains to meeting the requirements outlined in the RFP.

5. If any resources will be sub-contracted, the company or companies that will be used and the area of the consulting that would be subcontracted must be identified.

Submittal Requirements

Responses must be received no later than 2:30 PM, Tuesday, June 23, 2015.

Submit one (1) original and two (2) copies of the proposal in a sealed envelope, plainly marked on the outside as follows:

- Name of submitter
- RFP #15-51, Digital Image Enhancement Services

Send or deliver the proposal to:

Attn: Sara Winger, Purchasing Coordinator
Whatcom Co AS Finance/Purchasing
311 Grand Ave, Suite 503
Bellingham, WA 98225

All proposals received will be opened in public at the time and place stated above, and the name of submitters will be identified. Proposals may not be modified or withdrawn after the time set for opening. Proposals submitted will not be public information until after award of contract to the successful proposer.

Late submittals will not be accepted. Fax or email submittals will not be considered. It is the submitter’s responsibility to deliver the proposal to the proper address by the assigned time. Whatcom County accepts no responsibility for misdirected or lost responses.

Whatcom County reserves the right to reject any or all proposals and to waive any irregularities. The County assumes no obligation of any kind for expenses incurred by any respondent to this solicitation. All proposals submitted will become the property of the County and will not be returned.

Selection Criteria

The County will review all proposals and select vendors based on the submittals.

Selected applicants will be given 50+ digital images to be enhanced, despeckled, cropped, and resized in order for County to evaluate the quality of work.
Whatcom County
RFP #15-51
Digital Image Enhancement Services

The County may request additional clarifying information from any proposer during proposal evaluation. Interviews for the clarification of proposals may be held with selected respondents. An appointment to visit agency facilities may be requested. Proposals will be rated and ranked.

To be successful, a respondent shall, if requested, promptly submit to the County satisfactory evidence of sufficient financial resources, experience, organization, and equipment available for the performance of the contract. Whatcom County will be the sole judge of any vendor’s apparent capability to carry out the terms of the contract responsibly.

Selection criteria will be based on the following categories (not listed in any particular order):

- Quality of digital images
- Vendor’s proven ability, stability, capacity, and skill to provide the service
- Project team qualifications
- Past performance
- Firm’s understanding of project goals
- Quality of response
- Proposed cost of service

References will be contacted regarding satisfaction with services provided from the participating vendor.

Questions

Questions regarding this project may be directed to Stacy Henthorn at (360) 676-6740 extension #50061 or shenthor@co.whatcom.wa.us.
Whatcom County  
RFP #15-51  
Exhibit A  
Response Form

Company Name

Address

Submitted by

Print Name & Title

Signature

Phone Number

Proposed Costs:

<table>
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Please provide 3 references from similar type projects:

Name
Address
Contact
Phone Number

Name
Address
Contact
Phone Number

Name
Address
Contact
Phone Number

Name
Address
Contact
Phone Number
RFP #15-51

Digital Image Enhancement Services

Presented to:

Whatcom County
AS Finance/Purchasing
311 Grand Ave, Suite 503
Bellingham, WA 98225

Presented by:

US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607

Eric Nejedly
National Account Manager
everjedly@us-imaging.com
(303) 319-9457

June 18, 2015
June 18, 2015

Whatcom County
Sara Winger, Purchasing Coordinator
AS Finance/Purchasing
311 Grand Ave, Suite 503
Bellingham, WA 98225

US Imaging, Inc. is pleased to present this proposal for RFP #15-51 for Digital Image Enhancement Services. Our team will provide Whatcom County with an unparalleled combination of county expertise, proven processes and state of the art technology to provide the highest quality images and indexes possible. US Imaging agrees to all conditions and requirements of RFP #15-51, and we acknowledge all requirements. US Imaging understands the scope of work required, the critical success factors, and the County's goals.

US Imaging has 39 years of experience and provides conversion services for County Recorders. We have performed scanning projects for over 500 County Recorders across the U.S.

Our production facility is located at 400 South Franklin Street, Saginaw, MI. Processing of the images will be completed in Saginaw, MI.

We appreciate the opportunity to present our solutions and we look forward to working with you and your staff on this project. If you have any questions, please contact me at (303) 319-9457 or by e-mail at enejadly@us-imaging.com.

Sincerely,

Eric Nejadly
National Account Mgr.
US Imaging, Inc.

400 S. Franklin Street • Saginaw, MI 48607
Phone: (989) 754-9949 • Fax: (800) 517-4293
A brief history and description of the firm, when it was established, type of facility, location of main office and branches, size of staff employed, and documentation certifying that proposer is licensed to perform services within the State of Washington.

US Imaging was founded in 1976 as Micro Tec, a microfilm service bureau with 50 employees serving Financial and Healthcare entities in the Mid West. In 1996, Micro Tec merged with 25 other service bureaus to form ImageMax, a nationwide service bureau with 800 employees serving Financial, Healthcare, State and Local Government. In 2006, the Government team left ImageMax to form US Imaging and focus exclusively on serving County Recorders.
US Imaging currently consists of 80 employees with an average of 18 years' experience. We have been a Kodak Certified Microfilm Service Bureau for 39 years and we have been scanning microfilm and books for 19 years. Our conversion center is located in Saginaw, MI with sales offices in Las Vegas, NV, Denver, CO and Dallas, TX. We have 12 on-site staff deployed throughout the US that travel from coast to coast and work 24 hours per day, 7 days per week on-site inside Government facilities, Secured facilities, or 1 of 2 secured scanning trailers.
Describe the background and the relevant experience of principle members of the organization that will be involved with this project. Individuals that are proposed to staff the work must have been responsible on projects similar in scope to the one that is being proposed.

Management Team

Scott Robinson, CDIA - President & CEO
Scott’s grandfather formed Micro Tec in 1976 as a microfilm service in Saginaw, MI. Scott worked in production from 1982-1988. In 1988 he received Bachelor Degree of Business Management from Northwood University and became Regional Account Manager. In 1996, Micro Tec merged with 25 other imaging service bureaus nationwide to form ImageMax. Scott became Vice President of Government Services and served over 100 Counties Nationwide. In 2006, Scott and the rest of the Government team formed US Imaging to focus on scanning, indexing and microfilming services exclusively for Counties. Since 2006 US Imaging has served 408 Counties bringing the teams experience to 508 counties in 38 States.

Tina Arundel – Production Manager & COO
Tina started working at ImageMax in 1998 and quickly rose to Production Manager in 2001. Tina managed all of the County Government projects at ImageMax and US Imaging and has served over 400 Counties. Tina is proficient utilizing every scanner and software product and has trained and managed over 100 staff. Tina has 14 years of imaging experience.

Karen Roach – Production Supervisor
Karen started at Micro Tec in 1980 and has consistently been one of the top producing members of our team at every task of our process. Karen has a very strong work ethic and is excellent at training and managing the rest of our team. Karen has 32 years of imaging experience.

Rhonda Olson – In-House Project Manager
Rhonda began working at Micro Tec in 1984 and has served as marketing manager at Micro Tec, production manager at ImageMax and project manager at US Imaging. She has over 30 years of experience and manages projects from the initial proposal creation thru the final image delivery. Rhonda has 30 years of imaging experience and has served over 500 Counties.

Provide a description of how your organization would approach this project as it pertains to meeting the requirements outlined in the RFP.

Scan Microfilm Rolls (Phase 3 will use complete services):

Whatcom County Requirements:

- **Original Media** – County will retrieve all the original microfilm rolls and confirm that all the desired Rolls are present.
- **On-Line Inventory Report** – US Imaging will provide an On-Line Inventory Report that the County can utilize to key in the first and last Document # or Book-Page # and Box # that the film is packed in.
- **Packing** – County will load the microfilm in order into transportation boxes, fill empty space of boxes with plastic bubble wrap and label the outside of the box with the Document # or Book-Page # range.
- **Hardware** – County will allocate sufficient hard drive storage to import TIFF images into the system.
- **Import** – County will work with system vendor to import images into the imaging system.
- **Pilot** - County will inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy.
- **Poor Quality Image Report** – County will review images on the poor quality image report and approve which images are to be enhanced.
US Imaging Requirements:

Stage 1 – Scanning & Pilot (Scanning is only performed for Phase 3)

- **Transportation** – US Imaging's staff or a Third Party Vendor will pickup all microfilm rolls from the current location, transport them directly to US Imaging’s Home Office and return them once the project is complete.

- **Inventory Report** – US Imaging will provide an On-Line Inventory Report for the customer to input tracking information into. If the County does not have time to input the tracking information, US Imaging can inventory the film and populate the Inventory Report for a travel and daily on-site fee.

- **Roll Inspection** – Each microfilm roll will be inspected for scratches, dirt, damages and density.

- **Roll Scanning** – Microfilm contains 256 shades of gray. 100% of the microfilm images will be scanned at 300 dpi in 256 shades of gray and saved as grayscale JPEG images with 85% compression and black & white TIFF images with Group IV compression. Both JPEG and TIFF images are sequentially numbered by a zero filled 8 digit number and stored in directories named by the Document Type and Book # or Document # Range. Directories with Document # Ranges will typically contain 1,000 documents per directory.

- **USB Hard Drives** – All single page JPEG and TIFF images will be copied to 2 sets of external 1TB USB 3.0 Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for Stage 2 and 3 processing as well as off-site backup.

- **Pilot Images** – 1,000 images from each media change will be inspected, cropped, grouped, indexed, verified, enhanced and formatted for the target imaging system. If preferred, pilot images can be stored as multi-page TIFF's named by the Document # or Book-Page # that can be easily viewed by any imaging viewer. We will e-mail a link, user name and password to download the Pilot Images from our FTP site.

- **ImageXpress Software** – We will provide the County with a retrieval software program called **ImageXpress** that will allow the County to easily access images by book-page #, document #, quickly scroll through an entire book, roll, Roll or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.

Stage 2 – Inspect, Crop, Group, Index and Verify

- **Inspect & Report Quality (All 4 phases)** – Each image will be visually inspected as a 12"W x 16"H image on 20" Portrait monitors at full size and checked for sequential order, missing pages, duplicate pages, "A" pages, retakes and image quality. Particular attention is to be given to the party names, legal description, Book-Page #, Document #, time-date stamps and signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report. The poor quality issues that will be identified on the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, A page & retake.
• **Double Inspect & Verify (All 4 Phases)** – Image quality is subjective and we highly recommend a second opinion. 100% of the images will be inspected and reported a second time by a second inspector. The poor quality images identified by the first inspector and the second inspector will be compared electronically and any mismatches will be inspected, verified or corrected by a third inspector to guarantee the highest image quality possible.

• **Excess Border Removal (All 4 Phases)** – Due to certain microfilm camera copy boards, page sizes, scratches on film and film formats, the automatic crop included in Stage 1 may leave large white borders, black borders, black lines and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.

• **Manually Group & Index (Phase 3 Only)** – During scanning images are captured as single images and stored in folders by each Book # or Document # range. If Computer Index data is not available, our staff will manually group individual pages together for each document and index each document by the **AFN Number (when present) or the Book-Page #** of the first page of each new document.

• **Double Group, Index & Verify (Phase 3 Only)** – Manual grouping and indexing is prone to human errors and we highly recommend double grouping and indexing to eliminate them. 100% of the images will be grouped and indexed a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified or corrected by a third indexer to guarantee the highest grouping and indexing accuracy possible.

• **Missing Pages (All 4 Phases)** – When a missing page is located, US Imaging will e-mail the County and request a copy be scanned and e-mailed or an original be shipped to US Imaging. Missing pages that are replaced will be identified as “Missing and Replaced”, pages that cannot be located will be identified as “unavailable”. Unavailable pages will have an “Unused Page #” flyer inserted in their place to keep the total number of scanned images in sync with the total number of recorded pages.

• **ImageReview Software (All 4 Phases)** – We will provide a reviewing software program called *ImageReview* that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc). *ImageReview* can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. *ImageReview* will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. *ImageReview* highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, *ImageReview* exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.

• **USB Hard Drives** – 100% of the inspected, cropped, grouped, indexed and verified TIFF images, the Poor Quality Image Report and *ImageReview* Software will be copied to 2 sets of external 1TB USB 3.0 Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for Stage 3 enhancing and off-site backup.

**There will be limitations as the enhancements that can be done from a Group 4 TIFF. US Imaging will generate a list of the poor quality images for the County, but some will only be able to be improved with a physical rescan and enhancements from the resulting Grayscale.**
Stage 3 – Enhance, Rescan & Format

- **Specific Area Image Enhancement (Phase 3 Only)** – US Imaging has the ability to adjust the black and white contrast of poor quality TIFF Images from the 256 shades of gray contained within the JPEG images. We will only enhance County approved images on the poor quality image report. We can adjust the contrast of the entire page or any specific area on a page to provide the most legible images possible.

- **Image Enhancement (All Phases)** – US Imaging has the ability to adjust the black and white contrast of poor quality TIFF Images. As well as cropping the images can be “enhanced” by clearing out speckles manually. A despeckling program WILL NOT be used. As these programs will remove pixels from the document that are essential for legibility and the legality of the documents. This process MUST be done manually.

- **Rescanning** – Some images may be missing, cut off or so poor that enhancement cannot produce a legible image. We will return to the County after all enhancement has been completed to physically rescan the JPEG image a second time at a lighter or darker setting to see if it is possible to obtain a more legible copy. Rescans will be enhanced and inserted into their proper locations.

- **Indexing** – Each document will be indexed by the **Auditor File Number** (when available) or **Book and Page** (when AFN is unavailable).

- **Formatting** – US Imaging will format the images and indexes (by Doc Number) for Whatcom County’s Recording System.

- **USB Hard Drives** – All enhanced & formatted TIFF images will be copied to 2 sets of external 1TB USB 3.0 Hard Drives. 1 set will be shipped to the County for importing into the imaging system and on-site backup. 1 set will be stored at US Imaging for off-site backup.

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### Phase 1: Estimated Investment to Crop 1990-1991

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<tr>
<td>2,370 Images</td>
<td>@ $0.650</td>
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**Total Investment Recommended** = $5,727.50

*** To achieve the best images possible US Imaging recommends that for Poor Images the Rolls that contain those images should be physically rescanned. Then the specific poor images can be enhanced from a high quality Grayscale Image.

### Phase 2: Estimated Investment to Crop 1975-1989

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<td>$18,150.00</td>
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</tr>
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<td>36,300 Images</td>
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<td>$23,595.00</td>
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**Total Investment Recommended** = $45,375.00

*** To achieve the best images possible US Imaging recommends that for Poor Images the Rolls that contain those images should be physically rescanned. Then the specific poor images can be enhanced from a high quality Grayscale Image.
## Proposed Costs:

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Please provide 3 references from similar type projects:

**Name**: Spokane County - WA  
**Address**: 1116 W. Broadway Ave., Spokane, WA 99260  
**Contact**: Melanie Muzatko - Chief Deputy  
**Phone Number**: (509) 477-5959

**Name**: Cowlitz County - WA  
**Address**: 207 4th Ave. N., Kelso, WA 98626  
**Contact**: Kristina K. Swanson  
**Phone Number**: (360) 577-3002

**Name**: Clark County - WA  
**Address**: 1300 Franklin, Vancouver, WA 98660  
**Contact**: Greg Kimsey - Auditor  
**Phone Number**: (360) 397-2241
BUSINESS LICENSE

Unified Business ID 8: 603 384 695
Business ID 0: 1
Location: 1

US IMAGING, INC
400 S FRANKLIN ST
SAGINAW MI 48637 1110

TAX REGISTRATION

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue
TITLE OF DOCUMENT:
Clemson Short Subdivision - Road Naming Requirement Appeal by Other Road Users

ATTACHMENTS:
1. July 10, 2015 Memorandum to County Executive with enclosures

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 consideration of two appeals to the WCC 12.60.050 requirement to name public or private roads, existing or new, of any length that serve 5 or more lots. The Public Works Department recommends upholding the requirements of WCC 12.60.050.

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: July 10, 2015
To: Whatcom County Council
Through: Jack Louws, Whatcom County Executive
From: Jon Hutchings, PWD Director
Sandy Petersen, PWD Engineering Services Development Manager
Subject: Clemenson Short Subdivision Creation Project - Road Naming Requirement Citizen Appeal

1. The Clemenson Short Subdivision will create two new lots at the end of an existing un-named private road off Samish Way. This private road also currently serves four developed lots. Please see Enclosure (1) map as reference.

2. Given that Whatcom County Code (WCC) 12.60.050.A states:

   "Road names shall be required for all public roads and private roads now existing or hereafter created when such roads:
   1. Are any length and serve five or more lots; or
   2. Are 1000 feet or greater in length and serve three or more lots."

subject project therefore triggered the above road naming requirement.

3. Bernard Vodopich, David & Katti Esp, and Mark Wayne (who recently purchased one of the lots that the un-named private road serves), have all submitted separate correspondence appealing the above road naming requirement (please see Enclosures (2) - (4)). None of them wants the road named. The Esps further object to an address change even if the road is named.

4. A June 19th Katti Esp email (Enclosure (5)) asserts that their lot directly accesses Samish Way. For the record, this is not true. Based on Enclosure (1) map, which shows the Esp lot as "1", that lot’s access is indeed off the shared private road.

5. Per WCC 12.60.040 (Enclosure (6)), the Citizen’s Address and Road Naming Appeals Committee would normally first hear such an appeal, with the County Council then hearing appeals of any Committee decisions. This Committee, however, is currently member-less. Under these circumstances, PWD legal counsel Dan Gibson has advised that the County Council should hear this appeal directly.
6. Finally, WCC 12.60.010 states that:

"The purpose of this chapter is to provide for a logical system of road naming and address numbering, which is consistent with the desires of Whatcom County residents, with the Whatcom County comprehensive plan, and with the practical needs of county residents, emergency service providers, and visitors."

7. In view of the above, Public Works Department staff recommends that the County Council (1) upholds the road naming requirement, and (2) directs staff to readdress the Esp property coincident with the new private road naming action.

Encls:
(1) Map
(2) Undated Vodopich letter
(3) June 4, 2015 Esp letter
(4) July 10, 2015 10:11 pm Mark Wayne email
(5) June 19, 2015 12:09 am Katti Esp email
(6) WCC 12.60.040
From: Bernard & Donna Vodopich  
5041 Samish Way  
Bellingham, Wa. 98229  
(360) 393-5178

RE: Required naming of private road

Dear County Council Members,

I am writing to you today to request the waiver of the required private road naming under Whatcom County Ordinance 96-049.

I have read the ordinance and understand the requirements, but don't necessarily understand the need for the ordinance in a situation such as ours. I could see the purpose in a large development, where the numbering for addresses is going to be an issue, but this is certainly not an issue with our small group of houses.

I would like to provide some of my personal concerns if the private road name change was required.

I moved into my residence just short of 3 years ago. I found that the task to make the required address changes to bank accounts, work accounts, investment accounts, driver’s licenses, vehicle registrations, insurance and many other items, as well as trying to let family and friends be aware of the new address, was a daunting one. This was not only challenging, but frustrating as some contacts had to be made several times. I joked with my wife that because of this we were never moving again.

I know that one of the arguments for the road name change is for safety, allowing emergency responders the ability to find our residences faster. I am a law enforcement officer, and understand the challenges of locating addresses. If the addresses change from an established road name, this will be a new location for all emergency responders to know, and learn. Unfortunately the first time many of them will hear the new road name, will be when we are having an emergency. They will be relying on someone else, like dispatchers or the person in distress, to guide them in. Likely a description would be given that the road is in the 5000 block of Samish Way. A location they should already know. Our road is also less than a mile from the fire station. They should be well aware of our address in relation to them.

On the subject of safety, I would also like to mention that of my family. As a law enforcement officer I have had my life, as well as that of my family threatened on more than one occasion. Fortunately nobody has tried to harm my family yet, but I take all threats seriously. I have come to the sad understanding, that if someone really wants to find my family’s home, they will. But I do not want to make it even easier by giving them a location on a road that only has 4 homes. I like the generic address of Samish Way. It is a long road, lots of homes, and runs through part of
address of Samish Way. It is a long road, lots of homes, and runs through part of the city and county. If they want to find me, I at least want them to have to look a bit harder. It is also the address that my young children have learned, and know by memory.

The Clemensons and my family have spoken on this issue, and I know that they are also in favor of keeping the existing addresses, and NOT making the road name change. I know that Cary Clemenson is concerned about this issue, and that causing his neighbors have to change their home address has caused him stress, and concerns over future relations.

Please consider this request, and waive the required name change for our group. I thank you very much for your time in reviewing this letter.

Sincerely,

Bernard Vodopich
Samish Way Resident
Re: Clemenson Short Plat and Parcel Number 555 2006-00170

To Whom It May Concern:

We own the property located at 5027 Samish Way, Bellingham, Washington with tax parcel number 370315 218279 0000. We object to the renumbering of the address and the renaming of the driveway for a number of reasons.

Even if everyone else's property off of the driveway is renamed and renumbered, we do not want our property renamed and renumbered. To begin with, Samish Way crosses through our property at 5027 Samish Way. Our house is visible from Samish Way at 5027 Samish Way. Our mailbox is at 5027 Samish Way and our driveway is at 5027 Samish Way.

In addition, we have no interest in being responsible for a private road sign that the public may steal, runs over the sign and vandalizes the sign as we have previously dealt with those issues on another piece of property that we own.

We agree with our neighbor, Bernard Vodopich, who is a police officer with the City of Bellingham, that changing the name of the driveway would create a larger safety issue for him and his family and our renter than leaving all of the addresses on this particular driveway with Samish Way addresses. We also agree that the first responders should know the location of the residences on the driveway since it is less than one mile from the fire station.

Currently, there are enough addresses on Samish Way to accommodate 2 additional houses.

Very truly yours,

[Signature]

David Esp

[Signature]

Katti Esp
WHATCOM COUNTY    July 10th, 2015

I am Mark Wayne owner of

5031 Samish Way

It was brought to my attention that I never received notification of proposed Street name change regarding the Clemenson short plat

I state now that I am in opposition to any street name change and would prefer that all existing address and names remain the same. I fully support Mr. Clemensons work to create his lots from his property, just dont want the street name changed.

Any Questions I am available

Sincerely

Mark Wayne
Po box 31454
Bellingham, WA. 98228

360 733 5860
Dear Ms. Doezema,

I read your letter dated June 15, 2015. Your statement that our property does not directly access Samish Way is incorrect. Our property and driveway accesses Samish Way directly. Your further statement that we share the easement is incorrect. The other neighbors have an easement over our property and use our driveway to gain access to Samish Way. Once again, I state that our driveway is at 5027 Samish Way, the mailbox is located at 5027 Samish Way and our house is located at 5027 Samish Way where Samish Way runs through our property.

We want to appeal the request to the road name and address change.

Regards,

K. T. Esp
301 Prospect Street
Bellingham, WA 98225
(360) 715-3100
fax (360) 392-3928
ktesp@openaccess.org
Whatcom County Code Title 12 Roads and Bridges
Chapter 12.60 Road Naming System

12.60.040 Appointment and responsibilities of the citizen address and road name appeals committee.
A. The county council shall appoint a citizen address and road name appeals committee, hereinafter called the citizen appeals committee, of five members representing the diversity of Whatcom County residents. Committee members shall serve three-year overlapping terms and shall be eligible for reappointment.
B. The responsibilities of the citizen appeals committee shall be as follows:
   1. Consider and decide appeals of address numbering, and road name assignments and corrections;
   2. Review and decide appeals in enacting the policies and procedures of this chapter;
   3. Develop a list of preapproved road names from which applicants may choose;
   4. May propose changes or additions in the county's address numbering, road naming, and sign policy.
C. Decisions by the citizen appeals committee may be appealed to the county council. (Ord. 2014-045 Exh. A; Ord. 96-049).

12.60.050 Requirement for road name.
A. Road names shall be required for all public roads and private roads now existing or hereafter created when such roads:
   1. Are any length and serve five or more lots; or
   2. Are 1,000 feet or greater in length and serve three or more lots.
B. Roads that are not required to be named per subsection A of this section may also be named at the unanimous request of all the property owners served by the road when said road serves three or four existing lots. (Ord. 2014-045 Exh. A; Ord. 96-049).
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**TITLE OF DOCUMENT:** Resolution to Adopt the Whatcom County Multi-Jurisdictional Hazard Mitigation Plan Updated June, 1 2015.

**ATTACHMENTS:** Up-Dated Whatcom County Multi-Jurisdictional Hazard Mitigation Plan Updated.

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

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

Should Clerk schedule a hearing? ( ) Yes ( X ) NO

Requested Date:

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

The proposed updated Whatcom County Multi-Jurisdictional Natural Hazards Mitigation Plan identifies natural hazards and potential mitigation strategies within Whatcom County. Adoption of the plan by the Whatcom County Flood Control Zone District is required in order for the District to be eligible to receive Hazard Mitigation Grant Program funding after presidentially-declared disasters.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

7/21/2015: Introduced 6-0, Mann absent

**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: 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: Whatcom County Multijurisdictional Natural Hazards Mitigation Plan

DATE: July 10, 2015

Attached is a resolution of the Whatcom County Flood Control Zone District Board of Supervisors adopting the updated Whatcom County Multijurisdictional Natural Hazards Mitigation Plan for your consideration and approval.

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, approve the attached resolution adopting the plan.

Background and Purpose
Adoption of this plan is necessary to qualify the Flood Control Zone District for Federal and State funding for hazard mitigation. The plan has been updated to reflect progress on mitigation measures made since the 2011 update to the plan. This plan update will be approved by FEMA pending adoption by the jurisdictions covered.

Please contact Paula Cooper at x50625 or Kent Catlin at 676-6681 if you have any questions or concerns regarding the resolution or plan.

Encl.
MEMORANDUM

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

THROUGH: Sheriff Bill Elfo, Director of Emergency Management

FROM: Kent Catlin, Deputy Director

RE: Whatcom County Multijurisdictional Natural Hazards Mitigation Plan

DATE: July 09, 2015

Attached is a resolution of the Whatcom County Council adopting the updated Whatcom County Multijurisdictional Natural Hazards Mitigation Plan for your consideration and approval.

- **Requested Action**
Division of Emergency Management respectfully requests that the County Executive and the County Council approve the attached resolution adopting the plan.

- **Background and Purpose**
Adoption of this plan is necessary to qualify Whatcom County for Federal and State funding for hazard mitigation. The previous version of the plan was adopted by Whatcom County in 2004. The plan has been updated to reflect progress on mitigation measures made since the original version of the plan and to address additional flood hazard areas besides the Nooksack River, including coastal areas and alluvial fans. In addition, the Flood Control Zone District has been added as a separate jurisdiction included in the plan. This allows the FCZD to apply for funds in addition to the County as a separate jurisdiction. This plan will be approved by FEMA pending adoption by the jurisdictions covered.

Please contact Kent Catlin at 676-6681 or Paula Cooper at x50625 at 676-6681 if you have any questions or concerns regarding the resolution or plan.

Encl.
RESOLUTION NO. __________

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

ADOPTING THE UPDATED WHATCOM COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN

WHEREAS, identification of natural hazards and development of plans to reduce or eliminate the associated long term risk to human life and property results in a safer community; and,

WHEREAS, the Disaster Mitigation Act of 2000 (P.L. 106-390/ 44 CFR Parts 201.6) reinforces the importance of mitigation planning and emphasizes planning for disasters before they occur; and,

WHEREAS, States, communities and special purpose districts must have an approved mitigation plan in place prior to receiving post-disaster Hazard Mitigation Grant Program (HMPG) funds; and,

WHEREAS, the planning process is intended to facilitate cooperation between state and local authorities and encourages local input; and,

WHEREAS, Whatcom County staff participated in a collaborative hazard mitigation planning and update process on behalf of the Whatcom County Flood Control Zone District.
NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Flood Control Zone District Board of Supervisors hereby adopts the Whatcom County Multi-Jurisdictional Natural Hazards Mitigation Plan, dated June 1, 2015 and attached as Exhibit A to this resolution.

APPROVED this ____ day of __________, 2015.

ATTEST:

__________________________________________
Dana Brown-Davis, Clerk of the Board

APPROVED AS TO FORM:

__________________________________________
Daniel Gibson, Civil Deputy Prosecutor

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS WHATCOM COUNTY, WASHINGTON

__________________________________________
Carl Weimer, Chair Board of Supervisors
USE LINK TO VIEW THE
WHATCOM COUNTY NATURAL HAZARDS MITIGATION PLAN


Whatcom County
Natural Hazards Mitigation Plan

A MULTI-HAZARD, MULTI-JURISDICTIONAL PLAN DEVELOPED FOR
THE BENEFIT OF ALL CITIZENS AND GOVERNMENTAL
JURISDICTIONS WITHIN WHATCOM COUNTY

Prepared by:
Whatcom County Division of Emergency Management

June 1, 2015
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:** Resolution to Adopt the Whatcom County Multi-Jurisdictional Hazard Mitigation Plan Updated June 1, 2015.

**ATTACHMENTS:** Updated Whatcom County Multi-Jurisdictional Hazard Mitigation Plan Update.

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

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

The proposed updated Whatcom County Multi-Jurisdictional Natural Hazards Mitigation Plan identifies natural hazards and potential mitigation strategies within Whatcom County. Adoption of the plan by the Whatcom County is required in order for the County to be eligible to receive Hazard Mitigation Grant Program funding after presidentially-declared disasters.

**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
    The Honorable Members of the Whatcom County Council

THROUGH: Sheriff Bill Eifo, Director of Emergency Management

FROM: Kent Catlin, Deputy Director

RE: Whatcom County Multijurisdictional Natural Hazards Mitigation Plan

DATE: July 09, 2015

Attached is a resolution of the Whatcom County Council adopting the updated Whatcom County Multijurisdictional Natural Hazards Mitigation Plan for your consideration and approval.

- Requested Action
  Division of Emergency Management respectfully requests that the County Executive and the County Council approve the attached resolution adopting the plan.

- Background and Purpose
  Adoption of this plan is necessary to qualify Whatcom County for Federal and State funding for hazard mitigation. The previous version of the plan was adopted by Whatcom County in 2004. The plan has been updated to reflect progress on mitigation measures made since the original version of the plan and to address additional flood hazard areas besides the Nooksack River, including coastal areas and alluvial fans. In addition, the Flood Control Zone District has been added as a separate jurisdiction included in the plan. This allows the FCZD to apply for funds in addition to the County as a separate jurisdiction. This plan will be approved by FEMA pending adoption by the jurisdictions covered.

Please contact Kent Catlin at 676-6681 or Paula Cooper at x50625 at 676-6681 if you have any questions or concerns regarding the resolution or plan.

Encl.
RESOLUTION NO.________

ADOPTING THE WHATCOM COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE

WHEREAS, By identifying natural hazards and making plans to take action to reduce or eliminate the long term risk to human life and property from them results in a safer community; and,

WHEREAS, the Disaster Mitigation Act of 2000 (P.L. 106-390/ 44 CFR Parts 201.6) reinforces the importance of mitigation planning and emphasizes planning for disasters before they occur; and,

WHEREAS, States and communities must have an approved mitigation plan in place prior to receiving post-disaster Hazard Mitigation Grant Program (HMPG) funds; and,

WHEREAS, the planning process used is intended to facilitate cooperation between state and local authorities and encourages local input; and,

WHEREAS, Whatcom County participated in the collaborative hazard mitigation planning and up-date process.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Whatcom County Council believes it is in the best interests of our citizens to adopt the Whatcom County Multi-Jurisdictional Hazard Mitigation Plan, attached as Exhibit A to this resolution.

APPROVED this _____ day of __________, 2015.

ATTEST:

Dana Brown-Davis, Clerk of the Council

APPROVED AS TO FORM:

[Signature]
Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Carl Weimer, Council Chair

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

( ) Approved  ( ) Denied
Date Signed:
USE LINK TO VIEW THE
WHATCOM COUNTY NATURAL HAZARDS MITIGATION PLAN


Whatcom County
Natural Hazards Mitigation Plan

A MULTI-HAZARD, MULTI-JURISDICTIONAL PLAN DEVELOPED FOR
THE BENEFIT OF ALL CITIZENS AND GOVERNMENTAL
JURISDICTIONS WITHIN WHATCOM COUNTY

Prepared by:
Whatcom County Division of Emergency Management

June 1, 2015
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES | Initial | Date | Date Received in Council Office | Agenda Date | Assigned to:
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Originator: | County Cou | 7/13/2015 | | 7/21/2015 | County Council
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Dept. Head: | | | | |
Prosecutor: | | | | |
Purchasing/Budget: | | | | |
Executive: | | | | |

TITLE OF DOCUMENT:
Appoint Voter Pamphlet Pro/Con Statement Committees for Charter Amendments

ATTACHMENTS:
Memo

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.)

For each ballot measure on the November ballot, the Revised Code of Washington (RCW) requires the legislative authority to appoint two- or three-member committees to write statements for the local voter's pamphlet. Each committee will write the statement and rebuttal advocating for the measure (the pro committee) or against the measure (the con committee).

The Whatcom County Charter Review Commission has proposed eight Charter amendments for the 2015 November general election. Attached is a list of citizens who have volunteered for the pro and con committees for each Charter Review Commission amendment as of July 15th. If necessary, council staff will provide an updated list of volunteers before the Council meeting.

Action Required: The Council is asked to appoint the committees.

COMMITTEE ACTION:

COUNCIL ACTION:
7/21/2015: Appointed: See attached

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.
July 28, 2015

TO: Whatcom County Council

FROM: Jill Nixon, Administrative Clerk

SUBJ: Voter’s Pamphlet Charter Amendment Pro/Con Statement Committee Appointments

For each ballot measure on the November ballot, the Revised Code of Washington (RCW) requires the legislative authority to appoint two- or three-member committees to write statements for the local voter’s pamphlet. Each committee will write the statement and rebuttal advocating for the measure (the pro committee) or against the measure (the con committee).

After the last Council meeting, four committees remained unfilled. As of today, only one person has volunteered; joining Barbara Ryan for proposition 5. If others volunteer, I will provide the Council an updated list before the Council meeting.

Action Required: The Council is asked to appoint the committees.

---

RCW 29.32.280
For each measure from a unit of local government that is included in a local voters’ pamphlet, the legislative authority of that jurisdiction shall, not later than forty-five days before the publication of the pamphlet, formally appoint a committee to prepare arguments advocating voters’ approval of the measure and shall formally appoint a committee to prepare arguments advocating voters’ rejection of the measure. The authority shall appoint persons known to favor the measure to serve on the committee advocating approval and shall, whenever possible, appoint persons known to oppose the measure to serve on the committee advocating rejection. Each committee shall have not more than three members, however, a committee may seek the advice of any person or persons. If the legislative authority of a unit of local government fails to make such appointments by the prescribed deadline, the county auditor shall whenever possible make the appointments.
Proposition No. 4  WORD LIMIT FOR BALLOT QUESTIONS
The Whatcom County Charter Review Commission has proposed an amendment to the Whatcom County Charter to provide greater consistency with state law regarding the wording of initiatives and referenda. This measure would amend Charter Sections 5.40 and 5.60 pertaining to initiatives and referenda and increase the word limit for ballot questions from 20 to 40 words.

Con Committee


Proposition No. 5  LOWERING THRESHOLD FOR INITIATIVE AND REFERENDUM SIGNATURES
The Whatcom County Charter Review Commission has proposed an amendment to the Whatcom County Charter lowering the number of signatures required to place initiatives and referendums on the ballot. This measure would amend Sections 5.40 and 5.60 to lower the threshold of signatures required to place an initiative or referendum on the ballot from 15% of the number of votes cast in the last general election to 8% of the number of votes cast in the last regular gubernatorial election.

Con Committee
Barbara Ryan (appointed 7/21/15)
Mark Asmundson


Proposition No. 6  LOWERING THE NUMBER OF SIGNATURES REQUIRED FOR CITIZEN INITIATIVES TO AMEND CHARTER
The Whatcom County Charter Review Commission has proposed an amendment to the Whatcom County Charter reducing signatures required to place citizen-proposed Charter amendments on the ballot. This measure would amend Charter Section 8.22 to lower the number of signatures required for placement upon the ballot of proposed Whatcom County Charter changes by citizen initiative from 20% to 15% of the number of votes cast in the County in the last gubernatorial election.

Con Committee


Proposition No. 8  ALTERING COMPOSITION OF DISTRICTING COMMISSION
The Whatcom County Charter Review Commission has proposed an amendment to the Whatcom County Charter to alter the requirements for composition of the Districting Commission. This measure would amend Charter Section 4.41 to include representation on the districting committee from each political party with a candidate who receives at least 15% of the vote cast in the County in the last gubernatorial primary or presidential election, with a second representative on the committee assigned to each party of which a candidate for those same elections received at least 33% of the vote.

Con Committee

### WHATCOM COUNTY COUNCIL AGENDA BILL

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#### RECEIVED

**JUL 20 2015**

**WHATCOM COUNTY COUNCIL**

**TITILE OF DOCUMENT:**

At the request of the City of Bellingham:

Ordinance amending Ordinance 2015-025, which created a Whatcom County Incarceration Prevention and Reduction Task Force

#### ATTACHMENTS:

- Executive Memo
- City of Bellingham Memo
- Revised County Council Ordinance
- Resolution being considered by City of Bellingham

#### 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 requests Council review and consideration of the City’s requested changes to the Ordinance to establish an Incarceration Prevention and Reduction Task Force as approved by Council on 06.09.15.

The City of Bellingham anticipates action on the Jail Interlocal Agreement pending the approval of their requested changes to Ordinance 2015-025.

#### COMMITTEE ACTION:

**COUNCIL ACTION:**

7/21/2015: Amended and Introduced 6-0, Mann absent

#### 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).
ORDINANCE 2015-_______

ORDINANCE AMENDING ORD2015-025, WHICH CREATED 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 and operating funds 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 the recently established County Code Chapter 2.46 is hereby amended as outlined in Exhibit A to this ordinance and as reflected in redline throughout this document.

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
   6. Provide direction recommendations to the County for enhancements of alternative services in the existing facility prior to the expansion or relocation of the facility

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, which will be provided without cost to the Signatory Cities of the Jail Facility Use Agreement authorized by the Whatcom County Council on July 7th, 2015:

- Complete a preliminary plan for the new or expanded crisis triage center and alternatives to incarceration and diversion programs 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.

• **Immediately expand** Expand, as soon as reasonably possible, available alternatives to incarceration such as probation services, subsidized home monitoring, crisis intervention teams, intensive case management, and other available programs as determined appropriate by the Task Force recommended by the Task Force and approved by the County Council by November 2016, using existing funds and potential new funds as determined available by the County Council upon after passage of a sales tax ballot measure.

• **Negotiate interlocal agreements to provide services to the cities consistent with this ordinance.** Any new agreements shall include formulas whereby the Signator Cities shall reimburse the County for the Signator Cities share of the cost of any additional services that have provided additional benefits to the Signator Cities.

• 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:**

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 2.46

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. City of Bellingham Mayor or designee;
J. One Representative from the small cities designated by the Small Cities Caucus;
K. One tribal representative from either the Lummi Nation or the Nooksack Tribe;
L. One representative from the Whatcom County Health Department Human Services;
M. 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.
MEMORANDUM

TO: Whatcom County Council Members
FROM: Jack Louws, County Executive
DATE: July 20, 2015
SUBJECT: Request to revise Ordinance 2015-025 (establishment of an incarceration prevention and reduction task force)

Over the last few weeks several meetings and interactions with the Mayor of Bellingham have taken place regarding the proposed new jail project. Many of these discussions have involved the County’s commitment to jail alternatives. Based on these discussions and discussions with City Councilors’ the Mayor has requested changes to the Incarceration Prevention and Reduction Task Force Ordinance (ORD2015-025).

The Mayor’s proposed changes to the ordinance are included along with the Mayor’s memo, summarizing the City’s position. Also attached, is a red line copy of the ordinance that highlights the City's requested revisions.

This item is being introduced at the July 21st County Council meeting to ensure that the County Council can take action on any changes on August 4th, if the County Council so chooses. The Bellingham City Council anticipates action on a resolution supporting jail alternative programs and the Jail Facility Use Agreement at either their July 27th or August 10th City Council meeting (draft is included). As stated above, prior to the City Council’s action on that resolution and agreement, the Mayor has requested a few revisions to the recently approved ordinance (2015-025), approving the establishment of an Incarceration Prevention and Reduction Task Force.

I thank you in advance for the opportunity to present to you the continued progress of this important work to establish funding for the new countywide jail.
July 20, 2015

Carl Weimer, Whatcom County Council President
Jack Louws, Whatcom County Executive
Whatcom County
311 Grand Avenue
Bellingham, WA 98225

Dear Council President Weimer and County Executive Louws:

Following please find my requested amendments to Whatcom County code 2.46, creating a Whatcom county incarceration prevention and reduction task force. I appreciate the opportunity to provide input and make suggestions that I believe will allow the City of Bellingham to be a signatory to the proposed Jail Facility Use Agreement.

As you know, the agreement as written requires the City of Bellingham to make significant financial concessions to achieve the goal of building and operating a new jail facility for our County. While I have worked with the County Executive to articulate my concerns, I am disappointed that the agreement as adopted by the small cities and Whatcom County fails to acknowledge the degree to which the City of Bellingham will make these concessions into the foreseeable future.

That said, I am encouraged that the County Council took the important step of creating a task force to identify and implement strategies to reduce incarceration and, most importantly, provide the necessary alternatives to incarceration. I believe these alternatives are a critical component of not only our criminal justice system, but of our social service network and best serve the interests of our community.

My request to you is to consider amending the ordinance at your Tuesday, August 4, 2015 meeting. I will also be introducing a resolution to the Bellingham City Council that outlines the request as follows:

Section 1: That the Ordinance establishes that the financing of alternatives and diversion programs first be allocated from existing local funding sources, and all other voter approved tax revenue as allowed by law, as well as any state, federal
and/or private funding that will alleviate costs to all users of the proposed countywide jail facility;

Section 2: That the Ordinance establishes that the County will operate an expanded interim triage facility during the planning process for a new triage facility;

Section 3: That the Ordinance establishes the immediate use of existing alternatives to incarceration at no additional cost to cities;

Section 4: That the Ordinance designates the Mayor of Bellingham, or designee, as a permanent member of the task force;

Should you agree with this request I ask that you introduce the amendments to the ordinance at your Tuesday, July 21, 2015 meeting. This will allow me to present the Bellingham City Council with a resolution affirming this direction at the City's Monday, July 27, 2015 meeting.

I appreciate your consideration of this request and ask that you do not hesitate to contact me with any questions or concerns.

Sincerely,

Kelli Linville
Mayor, City of Bellingham
RESOLUTION NO.


WHEREAS, on June 9, 2015, Whatcom County Council voted 7-0 to establish the Incarceration and Reduction Task Force ordinance to provide recommendations, oversight and specific timeframes on the development of new, or enhancement of existing programs to effectively reduce incarceration of individuals with mental illness or chemical dependency and minimize jail utilization of pretrial defendants who can be safely released; and

WHEREAS, Whatcom County has proposed a two-tenth of one percent sales tax increase to build a new countywide jail facility to house all felons and misdemeanants in Whatcom County; and

WHEREAS, the City of Bellingham supports the building of a new jail facility as well as greater investment in programming and services for those struggling with mental illness or chemical dependency; and

WHEREAS, the County recognizes the significant financial concessions made by the cities, in terms of costs and revenues, by entering into the Jail Facility Use Agreement; and

WHEREAS, the County recognizes the substantial capital investment into the proposed new jail and that the Cities have a vested right to continued use of the facility for the duration of its useful life; and

WHEREAS, the County acknowledges that taxpayers are best served by a comprehensive, cooperative, collective approach to incarceration prevention and reduction through joint planning to maximize efficiencies and promote economies of scale; and

WHEREAS, the City of Bellingham believes that alternatives to incarceration, including, but not limited to, probation services, mental health counseling, chemical dependency treatment, home monitoring and work release will help reduce the jail population; and

Resolution affirming the establishment of the incarceration and reduction task force and its goals as adopted by the Whatcom County Council and requesting amendments to the ordinance.

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360) 778-8270
WHEREAS, the City of Bellingham supports an expanded crisis triage facility consistent with the County ordinance to provide alternatives to jail and hospital emergency room visits; and

WHEREAS, the City of Bellingham has demonstrated its commitment to alternatives to incarceration and programs to reduce the need for incarceration by allocating over $7,000,000 in 2015-2016 to programs and capital projects such as low-income housing programs, low-income housing construction, intensive case management, community paramedic services, neighborhood police officers, homeless outreach services, housing for youth, among others; and

WHEREAS, Whatcom County has affirmed its commitment to facilities and programs related to behavioral health issues and shares 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 City of Bellingham supports the following four policy goals as adopted in the Incarceration and Reduction Task Force ordinance:

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;

WHEREAS, rising incarceration rates increase the costs for current criminal justice and incarceration programs every year and the need for long-term programming to reduce the factors contributing to incarceration is needed; and

WHEREAS, Whatcom County intends to construct a new or expanded multi-purpose diversion crisis triage center to reduce long-term jail populations and reduce recidivism by providing safe and effective medical, mental health, and substance abuse services to individuals;

WHEREAS, the City of Bellingham supports a wide range of housing, medical, mental health, and substance abuse services and service-providers to serve the most at-risk population to reduce behavior that may contribute to incarceration.
NOW, THEREFORE, THE CITY COUNCIL OF BELLINGHAM RESOLVES AS
FOLLOWS:

The City of Bellingham seeks a comprehensive plan, to include financing for both a new jail
and alternatives to incarceration. To that end, the City of Bellingham requests that the
Whatcom County Council take legislative action to amend its recently enacted Incarceration
and Reduction Task Force ordinance ("Ordinance") as follows:

Section 1: That the Ordinance establish the financing of alternatives and diversion programs
first be allocated from existing local funding sources, and all other voter approved tax
revenue as allowed by law, as well as any state, federal and/or private funding that will
alleviate costs to all users of the proposed countywide jail facility.

Section 2: That the Ordinance establishes that the County will operate an expanded interim
triage facility during the planning process for a new triage facility.

Section 3: That the Ordinance establishes the immediate use of existing alternatives to
incarceration at no additional cost to cities;

Section 4: That the Ordinance designate the Mayor of Bellingham, or designee, as a
permanent member of the task force.

PASSED by the Council this ___ day of _____________, 2015.

__________________________
Council President

APPROVED by me this ___ day of ____, 2015.

__________________________
Mayor

ATTEST:_________________
Finance Director

APPROVED AS TO FORM:

__________________________
Office of the City Attorney

Resolution affirming the establishment of the incarceration and
reduction task force and its goals as adopted by the Whatcom County
Council and requesting amendments to the ordinance- 3

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360) 778-8270
CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 4:05 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

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

Absent: None.

COMMITTEE DISCUSSION

1. EXECUTIVE LOUWS TO UPDATE COUNCIL ON THE NEW JAIL PROJECT (AB2015-047F)

Jack Louws, County Executive, stated Lynden, Nooksack, Blaine, and Sumas have approved the jail use interlocal agreement. They are also bringing forward a discussion about a criminal justice diversion task force resolution. There is a draft proposal for an initiative regarding jail diversion and responses to a list of Council questions. It’s evident they will not make the August ballot.

Weimer stated there was a public hearing on the jail proposal two weeks ago. Everyone knows they need to move forward on the jail. They also heard that they need to take a systemwide look at jail diversion. He worked with the Executive to address those two messages. They will discuss the formation of a new task force.

Tyler Schroeder, Executive’s Office, submitted handouts (on file) and read through the memo to the Council from Executive Louws in response to Council questions regarding the new jail proposal, dated April 23, 2015 and a letter from the Sheriff to Executive Louws dated April 23, 2015 regarding perspective on issues raised by the County Council relating to the proposed replacement jail and Sheriff’s headquarters project.

Mann stated he would like more detail on the cost differences between the new Whatcom County jail and the new Skagit County jail. Schroeder stated the differences are mostly about the cost escalation between construction now and in two years, higher contingencies, and higher wetland mitigation costs. He will ask the DLR Group to provide that specific cost breakdown between the two facilities.

Brenner asked if one of the major cost differences is wetland mitigation. Schroeder stated it is.
Sidhu stated the cost seems to be about $150,000 per bed for the Skagit County jail and $186,000 for the Whatcom County jail. There has to be some other difference besides wetlands. He would like to understand the substantial difference.

Louws stated 521 beds divided by $97 million is $186,000 per bed. However, add the additional 138 beds they may expand to plus their cost of $3.5 million. That brings the total per bed cost down to $156,000. Whatcom County is providing all the core infrastructure, such as the medical facilities and kitchen, that will allow the facility to expand in the future when needed. Skagit County is not front-loading any of their infrastructure. Their next expansion will be extremely expensive.

Browne asked if there has been any discussion with Skagit County about combining the two facilities.

Dewey Desler, Executive’s Office, stated there have been processes to look at consolidation and combined services with the Skagit County jail. However, it’s important to maintain a close association with the justice system in the population center. The Skagit County administration anticipates that its cost will be ten percent more than estimated. They’ll know the cost better when they receive their construction bids in a few weeks. DLR Group indicated the two facilities are using the same design and same kind of materials. The square footage costs for both facilities are close, except Whatcom County has wetland mitigation issues and higher contingency and construction cost escalation figures.

Mann stated he would like DLR to answer whether Whatcom County would save millions of dollars if it scales back the project to not plan for the future. Schroeder stated they will discuss the square footage costs for each component of the jail, including cells, medical facility, and administration. He will ask how much the cost savings will be if they scale back by a certain square footage.

Brenner stated they have heard two cost estimates: $97 million and $122 million. She asked why there is a difference. Schroeder stated the $122.5 million includes the $18.5 million for the Sheriff’s Office headquarters and the $7 million for the property purchase. The property purchase price is removed from the bond price. There is no change in the original cost estimates presented to Council.

Browne stated the jail is designed to accommodate people who are pre-trial, going through a trial, and people who have been sentenced. Explore an option for having a small facility for pre-trial and short-term inmates, and work with the Council on longer-term sentencing.

Schroeder continued to reference the memo from the Executive and letter from the Sheriff answering Council questions. The letter from the Sheriff also lists the work that has been done on this project since 1999. He recommends that the councilmembers read the document in detail because it answers many of their questions.

Weimer stated the information clearly says the existing jail isn’t appropriate for use as a jail. He asked if it’s structurally appropriate for another use, such as a triage center or administrative offices if it were remodeled. Schroeder stated he’s not aware of any specific study that recognizes that option. While moving forward, the administration can look into
Louws referenced statements about the building from the Department of Justice and HDR, Inc. architect, which indicate that major work needs to be done on that facility, regardless of the future use. If they use the building, it must be brought up to code, including seismic code. The professional recommendation is that there is no logical use for the building, and it needs to come down.

Weimer stated many school buildings are being retrofit for seismic things, and they’ve decided it’s cheaper to retrofit than to rebuild. He asked if there has been a structural analysis of the building to know whether it can be reused. Schroeder stated the 2003 HDR, Inc. report analyzed whether or not they can add on to the existing jail. The report indicated that any building upgrades should be done only for short-term, operational, and life safety fixes. Large expenditures aren’t recommended, and the structure is not a candidate for reuse. If the Council wishes, they can do additional work on that. Many decisions have already been made and much information is already on the record that indicate a remodel is not prudent.

Brenner stated she agrees that the building couldn’t be reused for staff. She asked if it can be used for storage. She would like to know what the County would do with jail space if restorative justice works, and they have a drop in jail population. Don’t import inmates. The Executive indicated the extra space could be used for storage and for expanding social services.

Schroeder referenced the resolution regarding the jail use agreement and the resolution establishing a task force (on file).

Desler described the efforts made during the last two weeks on the two proposed resolutions. Many staff and departments have been talking about better outcomes to reduce the number of people with mental illness and chemical dependency from overusing emergency services and who frequent the jail. They developed a resolution that includes a clear statement of policy about developing a series of objectives. It also proposes establishing a substantial task force with a significant number of key objectives. A lot of work will be done with professional assistance. It’s a substantial focused effort to divert people from excessive use of the jail. It would be implemented with specific milestones.

Browne stated this is a great start. He’s not sure it goes far enough. The solution to diverting people from entering the criminal justice system includes more than triage. For example, they need to look at whether there are laws on the books that shouldn’t be there, which would trigger a criminal act, such as the City of Bellingham’s regulation making it illegal to sit on the sidewalk. A question is whether they look at the bail bond requirements that result in people being incarcerated because they are unable to pay a bail bond. It’s a good first step. He would like to broaden the mandate. Desler stated the initial focus is on people with mental illness and chemical dependency. The document includes a number of statements about reducing the number of people who cycle through the jail repeatedly. These people are chronic misdemeanants. They need programs, support, and policy changes. The task force is designed to address these things. It’s not just about diverting people from jail. It’s also about increasing programs for the number of folks who have moved through the jail to become more productive in society, such as housing programs.
Brenner stated they need a subcommittee or a separate committee made up of the County and City officials to go through the codes. People she talked to are interested in doing that.

Sidhu stated the task force must be goal-oriented. The key to the success of the task force’s objectives is to also know the assured operating costs for a facility into the future. Make the operating cost part of the budget so services are sure to continue. Desler stated the Council will have a detailed plan from the task force by October. It’s not just about the details of a triage center. It’s about having appropriate policies and developing a sustainable budget for the program over time. A number of different parties will have to work together, including the Cities.

Weimer stated they would like some of this information before meeting as the Board of Health. They need to bring the Cities in on these discussions. There seems to be a reverse incentive built into the jail proposal. If they are successful in diverting people, especially people in the cities, it’s not good for the County. However, the costs of the jail are fixed costs. As the cities’ number of bed nights at the jail decreases, the more jail cost the County will pay. He would like to know if there is a way to build an incentive for diversion and whether they can get a good look at jail operating costs now and in the future. At some point, staff and costs must be flexible according to the number of inmates.

Desler stated it makes sense to always communicate with City governments. The County has been working on a lot of information on jail cost projections. He submitted a handout on jail projections (on file). The costs are in line and sustainable. If the size of the jail has to be dramatically reduced, they can find ways to reduce services. The jail will operate at 400 or 410 beds due to the nature of what occurs in the justice system. They’ve forecast expenditures and revenue on that level.

Mann asked if the County is going to get stuck with a higher jail bill if a comprehensive set of diversion programs is successful. That would be a problem. Desler stated all the Cities will contribute a fixed amount of money each year until the bonds are paid off. The operating costs are based on the average use. Whatcom County has the lowest jail bed day rate in Western Washington. Many jails are charging in excess of $100 per day. Whatcom County charges $80 per day because it’s made efforts to contain jail costs. They will continue that effort. A lot of factors go into who uses a jail. It’s a required function of County government to have a jail. Whatcom County has also chosen to provide a regional jail for all the Cities. They could design scenarios in which the County would have to take on more cost for a jail if they were very successful with the diversion programs. That’s not something to be afraid of.

Schroeder referenced estimates presented at a previous meeting and stated the estimated operating cost of the new jail is $16.3 million. The County net per annum is $10.1 million. The estimated City net per annum is $2.5 million. If the community succeeds at jail diversion, the $2.5 million dollars contribution to the total $16.3 million operation cost will likely be reduced. It’s most likely the misdemeanants from the cities that will be diverted from the criminal justice system. If there is not an associated reduction in operation cost, which would be a reduction in staffing, the County would take on a larger percentage of the cost to run the jail.
Weimer stated he would like a line item budget of the proposed operation cost, so they can get a sense of which expenses are fixed and which aren’t. Schroeder stated the community would benefit in a much larger way, because of the jail diversion programs. The average daily population used to calculate an operating cost of $16.3 million was about 403 inmates.

Louws stated Whatcom County will absorb about 80 percent of the cost. If the programs are successful, the County’s operational contribution will increase, but the long-term benefit as the total County population increases in the future is a reduced cost to the County. It will cost less to pay the additional portion of operating costs than it will cost to expand the facility. If successful, the County can absorb the additional operating cost. They want the Cities to partner with the County on this task force and to have an appropriate allocation of costs. The task force is designed to include City officials. Consider the long-term success.

Kremen stated a concern is that the jail population percentages between the County and Cities have increased from the prior measure put before the voters. The County would end up being responsible for more of the jail population than in prior years.

Bill Elfo, Sheriff, stated there has been a slight shift in the percentages. While the County is working to create a lot of diversion programs and make fundamental changes to law and justice administration, they will still deal with the changes to sentencing. Judges have limited discretion for sentencing. Sentences have changed from the State prison to the County jail. That is beyond the County’s control. That trend will continue.

Kremen stated the recent economic recession precipitated some of these changes. The Cities were not following through with some of their misdemeanants, and the County wound up with a larger percentage of the jail population. That hasn’t changed. The Cities are now accustomed to not following through with the non-felonies. The County doesn’t have that discretion. Be mindful of having a greater responsibility of the overall cost of running the jail. He supports diversion programs, but realistically, the number of people in the jail won’t be reduced. There are enough bad guys to fill up the facility.

Elfo stated that the majority of misdemeanor offenses from the cities are gross misdemeanors, which is defined by State law, not by municipal ordinance. They can meet with the City on their laws, but the vast majority are defined by the Revised Code of Washington. There is little latitude in changing those definitions.

Brenner stated there will be a financial benefit. People with mental health issues are eligible for Medicaid. Once they are in jail, they will lose Medicaid. As they reduce the numbers in the jail and those who can be diverted, they can use the other pods for something other than jail space. It’s a balancing act. It’s an industrial park, so there may be some way to lease out space to businesses. Keep an eye on the Medicaid funding.

Desler stated Whatcom County has made a major improvement in the number of people covered by health insurance compared to any other county in the state. The jail also has the capacity of linking people in jail to health insurance before they get out of jail.

Browne stated he would like the task force to be a permanent fixture. He had a conversation recently with the National Association of Counties (NACO) and asked if they...
can provide a checklist of things the counties should look at in terms of diverting people
from the criminal justice system. He had a good conversation, and is awaiting feedback. In
his experience, other than mental health issues, there are problems with things like the use
of spice, which is an unofficial marijuana, among young adults. When he was young,
someone he met seemed to have everything going for him, yet he engaged in criminal
activity. When he tried to figure out why, he discovered that the person was illiterate.
There are numerous opportunities to work on. The task force is there to intervene in things
before they become problems.

Weimer stated they’ve talked about the task force being permanent. They want to
get going as fast as possible to get answers this autumn on the first stages, but the task
force would be ongoing.

If people continue to have questions, put them in writing and send them to the
administration.

Mann stated he would do that for most of his questions. Some of the documents
indicate a bond interest rate of 5 percent. He asked if the County is rated AAA. Desler
stated it isn’t. The County has a high rating. They’ve been advised by bond counsel that
the rating and the projected interest rate should match. They are still many months away
from determining what the interest rate will be. Today, for planning purposes, they are
using five percent. The County has a very high rating and no debt. They are trying to build
a competitive program that shows the bond holders that Whatcom County is a good credit
risk and has the capacity to pay back the money. The rates would be higher if the bond
were longer than 30 years.

Mann asked if the Council has seen a copy of the documents in the administration’s
jail projection file or any kind of detailed breakdown of jail operating cost. Desler stated
they will provide more information. Today, he can provide a summary of those projections.

Schroeder stated Sheriff Elfo provided a memo to the Executive and Council that
goes over the five-year projected operating cost in a written format.

Mann stated that would be helpful as they talk about diversion, operating cost,
Medicaid, the bond rating, and other financial facts.

Weimer stated he would like information on how jail operations are paid for. It looks
like the operational costs of the jail are shared among the County and Cities, based on bed
rates. Desler stated that’s correct. The 24-page jail agreement describes how operating
costs are paid for. In summary, the County deducts a certain amount of revenue, gets a
total projected operating cost, divides that cost by the projected number of bed days, which
becomes the bed rate.

Weimer stated they are putting new mental health and medical facilities within the
jail. It seems the normal medical costs associated with the jail are also part of the bed rate.
Desler stated that’s correct.

Weimer stated it seems the County is paying $600,000 to $700,000 per year from
the behavioral health tax for medication in the jail. He asked if that cost would be part of
the bed rate, which frees up the money in the behavioral health tax.
Brad Bennett, Administrative Services Department, stated the projections still include behavioral health money to pay for psych medications in the jail. There is a supplanting issue they’re looking into, which may impact that amount. If it’s determined that there is some supplanting, they may have to scale back the amount of behavioral health funding being used for psych medications.

Weimer stated that if psych medications are part of the normal medical cost of the jail, it ought to be part of the bed rate that they all pay. Bennett stated the County gives the Cities the benefit of the mental health contribution to psych medication, as well as the County. They have only been dividing the net cost. There are a few areas in the jail that actually provide revenue. The bed rate is the net cost of operating the jail. Revenue from the commissary and phone system reduces the bed rate.

Weimer stated the interlocal agreement isn’t clear about how the money is estimated. He was hoping there would be an extra $600,000 for alternatives.

Desler stated it sounds like it’s already being deducted.

Schroeder stated the operating cost estimates include jail medical revenue from insurance money and the behavioral health money. The amount in 2014-2016 is $440,000. In 2017, it drops to $147,000. That difference is the supplanting money that Mr. Bennett talked about.

Browne stated he would like to know in detail where the revenues are coming from. The Council heard from testimony about the impact of having to pay for phone service in the jail, for example, and the ripple effect of imposing costs on people who are already on the financial edge. He’s concerned they are imposing burdens on these people that will more likely encourage them to go back into the system. Provide a high level of detail on those sort of fees. He would like to be able to determine what it’s costing an inmate to make phone calls or attend school, for example.

Desler stated this is $13 million per year facility. They use sales tax funds, general funds, and sale of bed days to the Cities, Tribes, and State. Other revenue comes from the sale of products through the commissary and phone calls. There are also a few grants and other miscellaneous sources of revenue. He will provide all of that detail.

Browne stated the County made $182,000 last year on phones and other miscellaneous revenues. He is concerned about how much they are imposing a counterproductive burden.

Brenner stated the Council has been getting copies of questions sent to the Executive, including questions from Steve Harris, which are really good questions. She would like to know if those questions will be answered and if the Council will receive a copy of the answers.

Weimer stated that any questions could be forwarded as a Council question. Louws stated they will answer questions that come in as they can. They will continue to copy the Council as is appropriate, including the answers to Mr. Harris.
DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

Schroeder stated all this information provided to the Council will be on the County Executive’s website for the new jail project.

OTHER BUSINESS

There was no other business.

ADJOURN

The meeting adjourned at 5:20 p.m.

The Council approved these minutes on _____________, 2015.

ATTEST: WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL

Regular County Council Meeting

April 28, 2015

CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

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

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

Weimer announced there was discussion with Chief Civil Deputy Prosecutor Daniel Gibson regarding two cases of pending litigation (Ruth vs. Whatcom County; Becker vs. Whatcom County) (AB2015-018) in executive session during the Committee of the Whole meeting.

Browne moved to authorize the defense and indemnification for Daniel Padilla, a Whatcom County employee, finding he was: 1. acting in a matter in which the County had an interest, 2. was acting in the discharge of a duty imposed or authorized by law, and 3. was acting in good faith.

The motion carried by the following vote:

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

Browne moved to authorize the defense and indemnification of the named officers, Whatcom County employees, and contract employees finding they were: 1. acting in a matter in which the County had an interest, 2. acting in the discharge of a duty imposed or authorized by law, and 3. acting in good faith.

The motion carried by the following vote:

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

CITIZEN BOARD AND COMMITTEE VACANCIES

Weimer announced vacancies on the Surface Mining Advisory Committee.
PUBLIC HEARINGS

1. ORDINANCE GRANTING SOUND INTERNET SERVICES, INC., A NON-EXCLUSIVE FRANCHISE FOR THE PROVISION OF TELECOMMUNICATION SERVICES (AB2014-201A)

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

Buchanan moved to adopt the ordinance.

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

2. ORDINANCE ESTABLISHING PARKING RESTRICTION ON BENNETT DRIVE (AB2015-118)

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

Greg Brown stated he supports the restriction. He volunteers on the Sheriff’s patrol program. They often are marking abandoned cars and are often there in the early morning hours. The apartment complex is full of kids. Kids have to walk between the cars to get to the school bus. This restriction is a very good idea.

Hearing no one else, Weimer closed the public hearing.

Brenner moved to adopt the ordinance. There is no site distance at all at that location. It’s very dangerous. Removing the cars that are there all the time would create much better site distance. The area also has a lot of crashes.

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

OPEN SESSION

The following people spoke:
• Dean Brett, Attorney, submitted a handout (on file) and spoke about the law governing consideration of Gateway Pacific Terminal.

Karen Frakes, Prosecuting Attorney’s Office, stated she would review the handout before councilmembers read it to make sure it is okay for the Council to read.

• Joy Gilfilen, Restorative Community Coalition, spoke about the behavioral health alternatives to jail.
• Greg Brown spoke about the resolution amending the 2015 Whatcom County Flood Control Zone District budget (AB2015-133) and the request for
authorization for the County Executive to enter into a contract with Veda Environmental to provide facilitation services for the water resource inventory area (WRIA 1 Planning Unit meetings (AB2015-140).
- Irene Morgan, Restorative Community Coalition, spoke about potential locations for the behavioral health alternatives to jail.
- Ray Baribou spoke about interviewing police and sheriff deputies regarding the new jail project.

CONSENT AGENDA

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

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

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A GRANT AGREEMENT AMENDMENT BETWEEN WHATCOM COUNTY AND THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY FOR SOLID WASTE COMPLIANCE MANAGEMENT AND LITTERING AND ILLEGAL DUMPING ENFORCEMENT ACTIVITIES, IN THE AMOUNT OF $47,247, FOR A TOTAL AMENDMENT AGREEMENT IN THE AMOUNT OF $201,987 (AB2015-141)

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND BELLINGHAM WHATCOM TOURISM TO AMEND THE SCOPE AND COMPENSATION FOR IMPLEMENTING A COUNTYWIDE PROJECT, IN THE AMOUNT OF $50,000, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $300,000 (AB2015-142)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND CATHOLIC COMMUNITY SERVICES FOR HOUSING CASE MANAGEMENT SERVICES, IN THE AMOUNT OF $38,634, FOR A TOTAL AMENDED CONTRACT IN THE AMOUNT OF $326,736 (AB2015-143)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND EDGE ANALYTICAL LABS FOR WATER QUALITY ANALYTICAL TESTING SERVICES, IN THE AMOUNT OF $67,500 (AB2015-144)

5. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO AWARD BID #15-05 AND ENTER INTO A CONTRACT FOR THE CENTRAL SHOP VEHICLE EXHAUST SYSTEM UPGRADE TO THE LOW BIDDER, BLYTHE PLUMBING & HEATING, IN THE AMOUNT OF $173,755.16 (AB2015-145)

6. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO AWARD BID #15-16 FOR RENTAL RATES FOR MAINTENANCE AND CONSTRUCTION

Regular County Council Meeting, 4/28/2015, Page 3
EQUIPMENT (WITHOUT OPERATORS) TO ALL BIDDERS, WITH SELECTION FROM THE LIST BASED ON EQUIPMENT AVAILABILITY AND SUITABILITY, WITH PREFERENCE TO LOW BIDDERS (AB2015-146)

7. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO APPROVE THE PURCHASE OF TIRES, TUBES, AND SERVICE USING THE WASHINGTON STATE CONTRACT FROM VARIOUS LOCAL VENDORS ON AN AS NEEDED BASIS, TOTAL ANNUAL EXPENDITURES COULD BE UP TO $80,000 (AB2015-147)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ORDINANCE AMENDING WHATCOM COUNTY CODE 3.08, PURCHASING SYSTEM (AB2015-042)

Browne moved to change the effective date to October 1, 2015.

Brenner stated leave the ordinance as it is so they will get something else quicker. They won't have any problems with the system as it is.

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

OTHER ITEMS

1. RESOLUTION SUPPORTING INCREASED SAFETY STANDARDS FOR OIL TRANSPORT (AB2015-153)

This item was withdrawn from the agenda.

2. ORDINANCE AMENDING THE 2015 WHATCOM COUNTY BUDGET, FIFTH REQUEST, IN THE AMOUNT OF $136,500 (AB2015-132)

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

Brenner stated she’s not comfortable that funding comes from the flood fund. It has nothing to do with flooding. Other money is available for this. She asked if there is a relationship between the two.

Jon Hutchings, Public Works Department Director, stated there is an ongoing commitment to resolving legal questions about the total maximum daily load (TMDL) study. They would like to bring this to a close soon, which requires a portion of this $80,000. They have no other source of revenue presently under consideration, and it’s entirely legal that the money be spent in this matter. The two-year budget was written around substantial allocations of the Flood Control Zone District money for stormwater work. He strongly urges...
the Council to consider passing the ordinance. They can have a broader conversation in the future about the appropriate funding for stormwater.

Mann asked if the Flood Control Zone District tax is countywide, including the city of Bellingham. Hutchings stated it is.

Brenner stated the tax was passed to specifically address flood control issues. Since then, it’s been opened up more to other expenses. The city of Bellingham has flood control issues. The money is for the good of all for flood control. She completely supports this expense, but don’t fund it the same way they fund other legal cases. This is a legal mediation issue. It has nothing to do with flooding.

Browne stated he’s puzzled about why this issue keeps coming up. He read Revised Code of Washington (RCW) 86.15.080(2). It is a legal use of the funds.

Brenner stated she didn’t say the use wasn’t legal. That RCW was enacted after the County voters approved the district. It happens all the time that they approve a fee or a tax, and then the use is expanded. She didn’t say it wasn’t legal, but it’s not appropriate.

Mann asked if it would make Councilmember Brenner feel better if the name of the fund included surface water.

Brenner stated it would, if it first went to the voters for approval. She’s fine with putting an item on the ballot to change the name and approve the expanded use of the funds. There was a lot of support for the district when it was enacted because it was about flood control. All jurisdictions in Whatcom County have flood issues. If they keep spending from the flood fund, there won’t be any money available when there is a big flood. This is an issue that should be paid from another fund. She moved to amend to remove the $80,000 from the ordinance.

Weimer stated this is not new. They started to use this flood money for a variety of watershed planning and water quality issues in 1998. It’s all legal under the State law. There have been multiple legal discussions about this over and over, every time the flood fund comes up. He is against the motion to amend.

Brenner stated she never said it wasn’t legal.

Mann stated he doesn’t understand the concern. He asked if Councilmember Brenner only wants to use the fund for specific flood control infrastructure.

Brenner stated it should be used for flood control-related issues. This isn’t related to flood control. It’s a good issue that needs to happen, but don’t fund it from the flood fund. The County has been lucky that it hasn’t experienced a bad flood for a while, but it’s just a matter of time until it happens again. This fund was initially created to be available in a crisis, but they keep using the funds on issues not related to flood control, even though it’s legal.

Kremen stated this is an issue about which people can validly argue both sides. Both issues are extremely important. Protecting the citizens from devastating floods is important, and is the reason the fund was initially created. Water quality protection is also
important. This issue is a good thing. It makes them realize that there isn’t enough money to address all these issues. Protecting Lake Whatcom is expensive. They need to look at it realistically. They can’t continue to build efforts to protect Lake Whatcom on the flood fund. They need to determine where to get that money from. The $80,000 is not going to make or break the flood fund, which is why he won’t support the motion to amend. However, the administration and Council should look for other revenue streams and sources to help with stormwater and other efforts to protect Lake Whatcom and other water bodies in Whatcom county.

Browne stated he calls the question.

The motion to amend failed by the following vote:

**Ayes:** Brenner (1)

**Nays:** Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (6)

The motion to adopt carried by the following vote:

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

**Nays:** None (0)

3. **RESOLUTION AMENDING THE 2015 WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BUDGET, FIRST REQUEST, IN THE AMOUNT OF $80,000 (AB2015-133)**

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

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

Brenner stated she is against the resolution. The Council could support it because of the budget amendment, but fund it from a different source.

The motion carried by the following vote:

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

**Nays:** Brenner (0)

4. **REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A LEASE AGREEMENT BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND PERCY HOEKEMA, DBA EVERNOOK DAIRY, FOR PROPERTY LOCATED AT 7435 EMMERSON ROAD, EVERSON, IN THE ANNUAL AMOUNT OF $1,015.56 (AB2015-139)**

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

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

The motion carried by the following vote:

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

5. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND VEDA ENVIRONMENTAL TO PROVIDE FACILITATION SERVICES FOR THE WRIA 1 PLANNING UNIT MEETINGS, IN THE AMOUNT OF $30,000 (AB2015-140)

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

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

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

6. RESOLUTION TO DEDICATE THE NEW POTTER ROAD SOUTH FORK NOOKSACK RIVER BRIDGE NO. 148; CRP NO. 998027 (AB2015-148)

   This item was withdrawn from the agenda.

7. APPROVAL OF THE DRAFT PUBLIC PARTICIPATION PLAN FOR WHATCOM COUNTY COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS (AB2015-149)

   Mann reported for the Planning and Development Committee and moved to approve the plan.

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

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. APPOINTMENT TO THE SUMAS/EVERSON/NOOKSACK FLOOD SUBZONE, APPLICANTS: JERRY JUERGENS, LARRY MADES, AND THOMAS SWARTWOOD (AB2015-089)

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

   Browne nominated all three applicants.
   Weimer voted for Mades and Swartwood.
   Browne voted for Juergens and Mades
   Mann voted for Mades and Swartwood.
DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

1. Sidhu voted for Juergens and Mades.
2. Brenner voted for Juergens and Mades.
4. Buchanan voted for Juergens and Mades.
5. Weimer stated Jerry Juergens and Larry Mades are appointed.
6. Browne stated there are positions available as alternates to the Advisory Committee. He encouraged people to apply.

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S CONCURRENT REAPPOINTMENT OF BARBARA PLASKETT, CITY APPOINTMENT, TO THE BELLINGHAM-WHATCOM COUNTY HOUSING AUTHORITIES BOARD OF COMMISSIONERS (AB2015-150)

   Buchanan moved to confirm the request.

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

2. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF ZACCHARELI FRESCOBALDI-GRIMALDI TO THE AMERICAN’S WITH DISABILITIES ACT (ADA) COMPLIANCE COMMITTEE (AB2015-151)

   Sidhu stated he’s worked with this gentleman before. He’s a great guy.

   Mann moved to confirm the request.

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

INTRODUCTION ITEMS

Weimer stated Introduction Item three is held in committee.

Mann moved to accept Introduction Items one and two.

The motion carried by the following vote:
Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Kremen (7)
Nays: None (0)
1. RECEIPT OF APPLICATION TO THE SURFACE MINING ADVISORY COMMITTEE, GEOLOGIST POSITION, APPLICANT(S): LYNNI BENNETT (AB2015-136) (APPLICATION DEADLINE FOR ANY OTHER APPLICANTS TO THIS VACANCY IS 10 A.M. ON MAY 5, 2015)

2. RESOLUTION APPROVING AN AGREEMENT FOR SALE OF A LICENSE TO PROVIDE LEGAL PROPERTY ACCESS OVER COUNTY-OWNED LAND (AB2015-152)

3. ORDINANCE AMENDING WHATCOM COUNTY CODE TITLE 20 TO ALLOW VACATION RENTAL UNITS AS AN ACCESSORY USE (AB2015-072A)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Buchanan reported for the Natural Resources Committee on the presentation by Whatcom County Dairy Ambassador Jana Plagerman: “Our Youth, Our Future of Dairy in Whatcom County” (AB2015-154).

Mann reported for the Planning and Development Committee on the discussion of a proposed ordinance amending Whatcom County Code Title 20 to allow vacation rental units as an accessory use (ordinance tentatively scheduled for introduction this evening) (AB2015-072A). This item is held in committee for two weeks.

Browne reported for the Finance and Administrative Services Committee regarding the presentation by Kevin Menard, Transition Bikes (AB2015-134A).

Brenner reported for the Public Works, Health, and Safety Committee regarding the Independent Lummi Island Citizens Committee to present information on the Lummi Island Ferry system (AB2015-156) and the presentation on restorative justice (AB2015-157).

Brenner reported that there was a discussion in Finance Committee about the Opportunity Council proposal, which she supports. Also, she attended a charrette about the Kendall/Columbia Valley Connectivity Plan Association.

Sidhu reported that he attended an annual event at Lynden Sikh Temple. Executive Louws and Sheriff Elfo attended the event that had about 3,000 people who attended.

Kremen reported that Congress reauthorized the Secure Rural Schools Program. It is retroactive from fiscal year 2014 and funds 2015.

Brenner reported that she attended a presentation by the Lummi Nation about investing in our future. She learned about a lot of social service programs. She also attended an oil spill preparedness workshop, which was informative and helpful. The workshop addressed tanker ships, but she would have liked to see something about trains.

Mann reported he attended a Farm Friends board meeting with Councilmember Sidhu. They appreciated having councilmembers attend the meeting. The Council must
make sure to interact with those folks more often. He recommends that other councilmembers attend the Farm Friends board meetings.

Buchanan stated he agrees with Councilmember Mann. He attended a Farm Friends meeting, and had the same experience.

Browne reported that on April 25, 1915, his grandfather Claude, along with several thousand other people, landed on the beach in Gallipoli, Turkey, as part of the first world war, and proceeded to fight for seven months. They later went on to France. This Saturday, he joined 10,000 other people on the beach in Turkey to commemorate their service. It was a very interesting and moving experience.

Weimer reported that the National Association of Counties is beginning its nationwide initiative to keep people with mental health issues out of jails. It sounds like they may have some grant money available to local communities, which will dovetail nicely with current County initiatives.

**ADJOURN**

The meeting adjourned at 7:58 p.m.

The County Council approved these minutes on ______, 2015.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ___________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Committee Of The Whole

July 7, 2015

CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 6:30 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Satpal Sidhu, Rud Browne, Barry Buchanan, Ken Mann, Pete Kremen and Carl Weimer

Absent: None

COMMITTEE DISCUSSION

1. STRATEGY PLANNING DISCUSSION AND POSITIONS TO BE TAKEN REGARDING COLLECTIVE BARGAINING (AB2015-018)

Attorney Present: None

Weimer stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.140 (4)(a). Executive session will conclude no later than 7:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Kremen moved to go into executive session until no later than 7:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair.

The motion carried by the following vote:

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

OTHER BUSINESS

ADJOURN

The meeting adjourned at 6:45 p.m.

The Council approved these minutes on ______ 2015.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair
WHATCOM COUNTY COUNCIL
Committee Of The Whole

July 21, 2015

CALL TO ORDER

Council Chair Carl Weimer called the meeting to order at 6:48 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Satpal Sidhu, Rud Browne, Barry Buchanan, Pete Kremen and Carl Weimer
Absent: Ken Mann

COMMITTEE DISCUSSION

1. DISCUSSION WITH PUBLIC WORKS STAFF REGARDING A POTENTIAL PROPERTY ACQUISITION FOR FLOOD PURPOSES (AB2015-018)

This item was withdrawn from the agenda.

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. REQUEST APPROVAL TO AMEND THE CONTRACT WITH VAN NESS FELDMAN, LLC, FOR OUTSIDE LEGAL REPRESENTATION IN GROWTH MANAGEMENT HEARINGS BOARD CASE NUMBER 12-2-0013, IN THE AMOUNT OF $10,000, FOR A TOTAL CONTRACT AMOUNT OF $160,000 (AB2014-136C)

Attorney Present: Karen Frakes

Weimer stated that discussion of this agenda item may take place in executive session pursuant to RCW42.30.110 (1)(i). Executive session will conclude no later than 7:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Buchanan moved to go into executive session until no later than 7:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Kremen and Weimer (5)
Nays: None (0)
Absent: Sidhu (out of the room) and Mann (2)
OTHER BUSINESS

ADJOURN

The meeting adjourned at 6:55 p.m.

The Council approved these minutes on ______ 2015.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Carl Weimer, Council Chair

______________________________
Jill Nixon, Minutes Transcription
Title of Document:
Ordinance, Whatcom County Code Chapter 10.34 Ferry Rates, and 2015 Unified Fee Schedule

Attachments:
Memorandum with attachments, Agenda Bill from 6/23/15 PW Committee, Ordinance, Exhibit A, Exhibit B

Summary Statement or Legal Notice Language:
This ordinance amends Whatcom County Code 10.34 paragraphs A, B, C, D, J, K, L, and M. Paragraphs A and B are housekeeping changes that address "trailer" and "self-propelled heavy machinery" definitions and how fares are calculated for these categories. Paragraph K and L are being updated as the changes have already been made effective. Paragraph J has been updated to change the wording that addresses Lummi Nation passage on the Whatcom County Ferry so that the wording now mirrors the language in the Tidelands Lease Agreement dated 10/24/11.
This ordinance also amends ferry user fees. Paragraph M discusses how multi-ride punch cards purchased prior to the rate change will be handled.
The proposed Unified Fee Schedule removes the $3.00 surcharge (UFS # 2823) and adjusts the ferry fare line items according.
All of these changes will be effective within sixty (60) calendar days from the adopted date of this ordinance.

Committee Action:

Council Action:
7/21/2015: Introduced 6-0, Mann absent

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
TO: The Honorable Jack Louws, Whatcom County Executive and Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Director Public Works

FROM: Robert Ney, Special Programs Manager

RE: Ordinance Amending WCC 10.34 Ferry Rates, and the WC Unified Fee Schedule

DATE: July 7, 2015

Background:

On December 9th, 2014 the Council’s Public Works Committee received a request from the Lummi Island Ferry Advisory Committee (LIFAC) to reduce certain ferry fares. The Council directed staff to analyze the proposal and bring back a recommendation. On June 23, 2015, the Council Public Works Committee reviewed an alternative proposal (unanimously approved by LIFAC). The alternative proposal to provides relief to frequent users of the ferry, and maintains a strong and stable Ferry Fund. Council directed staff to initiate a public hearing and move forward with formal consideration of the alternative proposal. (Additional background and analysis is outlined in the June 23rd Public Works Committee Agenda Bill)

History:

2006: The Ferry Fund was established, separating ferry operating expenses from the Road Fund, and maintaining excess revenues within the Ferry Fund.

2011: The Ferry Fund was quickly becoming depleted and a $3.00/trip “surcharge” was implemented by Council to restore the fund balance. Each individual round trip fare was not amended on the Unified Fee Schedule; instead the surcharge was listed as an additional charge to each trip fee (UFS 2823).

2011-2015: The surcharge allowed the Ferry fund to rebuild and stabilize.

2015: The Council is asked to provide relief for certain multi-ride ticket prices and eliminate the surcharge in favor of a more streamlined unified fee schedule.
Recommendation:

The Public Works Department introduces the attached ordinance amending ferry rates.

Enclosures:

1. Summary of change in ferry pricing
2. Ferry Fund Balance Chart
3. Amendments to County Code Chapter 10.34 and 2015 Unified Fee Schedule.
## Summary of Change Between 6/1/2015 Pricing and Proposal

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<th>2014 tickets sold</th>
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<th>County Proposal</th>
<th>Ticket/Punch Card Difference</th>
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<td>1</td>
<td>212</td>
<td>$8</td>
<td>$8</td>
<td>$0</td>
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<tr>
<td>Motorcycle w/Driver Multiride</td>
<td>25</td>
<td>18</td>
<td>$155</td>
<td>$140</td>
<td>($15)</td>
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<tr>
<td>Vehicle &lt; 8k W/Driver Cash</td>
<td>1</td>
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<td>10</td>
<td>642</td>
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<td>$0</td>
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<td>25</td>
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<td>$235</td>
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<td>($25)</td>
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<td>Needs Based Vehicle W/Driver</td>
<td>10</td>
<td>463</td>
<td>$66</td>
<td>$52</td>
<td>($14)</td>
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<td>Vehicle/Driver - small truck &lt; 20,000</td>
<td>1</td>
<td>584</td>
<td>$32</td>
<td>$32</td>
<td>$0</td>
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<tr>
<td>Vehicle - small truck Multiride</td>
<td>10</td>
<td>42</td>
<td>$237</td>
<td>$272</td>
<td>$35</td>
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<td>Vehicle/Driver - med truck &lt; 36,000</td>
<td>1</td>
<td>151</td>
<td>$68</td>
<td>$75</td>
<td>$7</td>
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<td>Vehicle - med truck Multiride</td>
<td>10</td>
<td>34</td>
<td>$524</td>
<td>$638</td>
<td>$114</td>
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<td>Vehicle/Driver - large truck &lt; 50,000</td>
<td>1</td>
<td>70</td>
<td>$133</td>
<td>$145</td>
<td>$12</td>
<td>($800)</td>
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<tr>
<td>Vehicle - large truck Multiride</td>
<td>10</td>
<td>19</td>
<td>$1,070</td>
<td>$1,233</td>
<td>$163</td>
<td>($3,100)</td>
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<tr>
<td><strong>Trailer</strong></td>
<td></td>
<td></td>
<td>6/1/15</td>
<td>County</td>
<td>Ticket/Punch Card Difference</td>
<td>Expected Rider Savings (Increase)</td>
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<td>Trailer &lt; 16 feet</td>
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<td>$20</td>
<td>$2</td>
<td>($900)</td>
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<tr>
<td>Trailer 16-30 feet</td>
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<td>224</td>
<td>$34</td>
<td>$38</td>
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<td>Trailer &gt; 30 feet</td>
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<td>17</td>
<td>$63</td>
<td>$70</td>
<td>$7</td>
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<td><strong>Special Trips after boat shut-down</strong></td>
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<td>1</td>
<td>$578</td>
<td>$600</td>
<td>$22</td>
<td>$0</td>
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<tr>
<td><strong>Savings</strong></td>
<td></td>
<td></td>
<td>$97,400</td>
<td></td>
<td>(12,300)</td>
<td>Total: 85,100</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$97,400</td>
<td></td>
<td>(12,300)</td>
<td>Total: 85,100</td>
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Ferry Fund Balance
Projected End of Year Fund Balance Under Various Proposals

Projection Assumptions:
- Ridership statistics from 2014 are used and projected with a slight increase in 2016 due to fare reduction.
- Ferry Deficit Revenue is projected to follow historic 2 year trends of a high year followed by a low year.
- Wages are as budgeted for 2015-2016 and calculated using 5.0% and 2.5% growth 2017 and 2018.
- Benefits are as budgeted for 2015-2016 and calculated using 3.0% and 3.0% growth 2017 and 2018.
- Non labor are as budgeted for 2015-2016 and calculated using 2.0% per year for 2017 and 2018.
- Ferry dock and boat lease are excluded from growth projections.
CPI-U AG = \( \frac{(\text{CPI-U later year}) - (\text{CPI-U earlier year})}{(\text{CPI-U earlier year})} \)

Step Two: To be completed annually. The annual payment will be calculated by taking the prior year's annual payment and adjusting that at the rate of the CPI-U AG for the pertinent preceding period (the period two years before the current year). Here is the formula:

Annual Payment = \((1 + \text{CPI-U AG})^4 \times (\text{Prior year's payment})\)

5. **Lummi Passage Upon the Ferry.** During the term of the lease, Lessee shall grant free foot and non-commercial passenger vehicle passage upon and across the ferry operated by Lessee between Gooseberry Point and Lummi Island to those persons going to Lummi Island for legitimate tribal business who are either enrolled members of the Lummi Nation or employees thereof, and who also present appropriate identification issued by the Nation, including Lummi Indian Business Council Identification cards or current fishing cards/licenses as issued by the Lummi Nation.

6. **Improvements.** Any buildings, docks, or other structures or improvements placed upon the leased premises by Lessee shall become the property of Lessor upon the expiration or termination of this lease, subject however, to Lessee's right to take possession of, and remove any such improvement at its sole expense within 90 days after the expiration or termination of this lease. If Lessee elects to remove the improvements, it shall return the leased premises to Lessor in good condition and restore the surface of the ground, including areas underwater, to a pre-project condition.

7. **Unlawful Conduct.** Lessee agrees that it will not use or cause or allow to be used any part of the leased property for any unlawful conduct or purpose.

8. **Subleases and Assignments.** No sublease, assignment, or amendment of this lease may be made without written consent of the Parties and written approval of the Secretary or his or her authorized representative. This agreement is based on a government-to-government relationship between the Lummi Nation and Whatcom County for the provision of public access to Lummi Island. Any entity operating a ferry under contract for such service with the County shall not be precluded from doing so by this clause and no sublease, assignment, or amendment of this lease shall be necessary for that circumstance, provided that such party shall act consistently with the terms and conditions set forth herein.

---

\*For purposes of this formula, the CPI-U AG should be converted from a percentage by moving the decimal point two digits to the left before being added to 1, e.g., a 2.7% increase in CPI-U would yield a multiplier of 1.027.

---

Tidelands Lease Agreement for Lummi Island Ferry Service

Page 5 of 14
PROPOSED BY: Public Works
SPONSORED BY: Public Works
INTRODUCTION DATE:

ORDINANCE NO. ________
AMENDING WHATCOM COUNTY CODE CHAPTER 10.34, FERRY RATES, AND THE
WHATCOM COUNTY UNIFIED FEE SCHEDULE

WHEREAS, In December 2014, LIFAC (Lummi Island Ferry Advisory Committee)
requested the County review ferry fares and presented a fare proposal which the County
countered with an alternative proposal that ensured the viability of the ferry fund; and

WHEREAS, LIFAC unanimously approved the counter proposal; and

WHEREAS, The County Council’s Public Work Committee recommended forwarding
the County’s proposal for consideration; and

WHEREAS, Chapter 10.34 of the Whatcom County Code addresses administration
of the ferry rates and an interpretation of the rate schedule, included in the Whatcom
County Unified Fee Schedule; and

WHEREAS, Chapter 10.34 has been updated to address some housekeeping issues
such as “trailer”, “self-propelled heavy machinery” definitions and how fares are calculated
for these categories; and

WHEREAS, Chapter 10.34 has been updated to change the wording to paragraph J
that addresses Lummi Nation passage on the Whatcom County Ferry so that the wording
now mirrors the language in the Tidelands Lease Agreement dated October 27, 2011; and

WHEREAS, it is necessary to amend the rates charged to users of the ferry; and

WHEREAS, in order for the user fees to be amended as requested on Exhibit “B”, it
is necessary to amend Chapter 10.34 of the Whatcom County as shown on Exhibit A to this
ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that
Whatcom County Code 10.34 is hereby amended as indicated in Exhibit “A” to this
ordinance.

BE IT FURTHER ORDAINED that the Whatcom County Unified Fee Schedule is
hereby amended as set forth in the attached Exhibit “B”.

Page 1
BE IT FINALLY ORDAINED that the amended fares set forth in Exhibit "B" shall be effective within sixty (60) calendar days from the adopted date of this ordinance.

ADOPTED this ____ day of __________, 20__.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Carl Welmer, Council Chair

APPROVED AS TO FORM:

Daniel L. Gibbon

Chief Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed: __________________________
EXHIBIT A

Chapter 10.34
FERRY RATES

Sections:

10.34.005 Definitions.
10.34.010 Effective date for ferry user fees.
10.34.020 Interpretation of rate schedule.
10.34.030 Use of ferry user fee revenues.

10.34.005 Definitions.
A. “Ferry system” means all physical elements of the Lummi Island ferry operations, including both the Gooseberry Point and Lummi Island vehicle and pedestrian staging areas, vehicle parking areas, and ferry docks, and any and all boats utilized for transport purposes.

B. “Operating cost” means all actual daily running expenses and all actual regular and routine maintenance and administrative expenses associated with the use and operation of all physical elements of the ferry system.

C. “Capital cost” means all capital expenditures, including financing and depreciation expenses applied to the replacement, expansion, or creation of ferry system physical elements.

D. “Fare box recovery rate” means the calculated percentage of total revenue generated through ferry user fees in comparison to total actual operating costs for the same period of time minus any revenue from the motor vehicle fuel tax meant for ferry operations, or from interest.

E. “Ferry user fees” means the rates and charges required of and collected from any and all users of the ferry system, as established and periodically amended in the Unified Fee Schedule.


10.34.010 Effective date for ferry user fees.

10.34.020 Interpretation of rate schedule.
The following provisions should be observed in application of the ferry rate schedule:
A. Buses, mobile homes, motor homes, fifth wheels in bed of pickup, and trailers including goosenecks are charged by total length. Length includes tongue, hitch, and projections to the rear.

B. Tow vehicles with trailers shall be charged a combined rate based on total length of the trailer, as defined in paragraph A. above, and weight of the tow vehicle based on the gross vehicle weight of the designation of the vehicle. Heavy machinery that is self-propelled onto the ferry shall be charged at the corresponding vehicle weight.

C. Special trips are a surcharge in addition to the applicable fare.

D. A weekly run limited to fuel trucks, charged at the regular rate, shall be scheduled by the public works department and published appropriately.

E. All trucks shall be charged regular round-trip rates based on gross vehicle weight.

F. Over-width vehicles or trailers occupying more than one lane shall be charged a 50 percent surcharge. In addition, vehicles towing over-width trailers shall also be charged a 50 percent surcharge.

G. Student multi-ride cards shall be sold to full-time post-high school students only. Proof of post-high school enrollment shall be required at time of purchase. No special student discount is available for drivers of vehicles.

H. Children 12 to under 19 years of age will receive free passenger and pedestrian passage all year round. No special child discount is available for drivers of vehicles.

I. County employees on official county business shall be exempt from fares. All county employee trips exempt from fares will be tracked, and $10.00 per trip will be credited toward the fare box recovery rate each year.

J. During the term of the Tidelands Lease Agreement dated 10/24/11, Lessee (Whatcom County) shall grant free foot and non-commercial passenger vehicle passage upon and across the ferry operated by Lessee between Gooseberry Point and Lummi Island to those persons going to Lummi Island for legitimate tribal business who are either enrolled members of the Lummi Nation or employees thereof, and who also present appropriate identification issued by the Nation, including Lummi Indian Business Council Identification cards or current fishing cards/licenses as issued by the Lummi Nation.

K. A special needs-based discount is provided for Lummi Island residents who meet the very low income levels set annually by the Department of Housing and Urban Development (HUD). The current year’s levels will be posted on the Whatcom County public works ferry web page. The reviewing authority will screen all applicants to determine eligibility. The number of needs-based applications processed annually, regardless of approval, will depend on the constraints of the ferry operations budget for each
year. These special needs-based tickets will only be sold at the Whatcom County public works administration building in Bellingham and will require a valid voucher issued from the reviewing authority and valid ID. Eligibility will be reviewed at least annually by the reviewing authority. Forms and procedures will be developed by the Whatcom County public works and the reviewing authority. Eligibility for a special “senior/disabled” discount is available to all Lummi Island residents who currently hold property tax exemptions or deferral as defined under RCW 84.36.381 and 84.36.030 and WAC 458-16-020 and 458-18-020, and as these may be hereafter amended. These special needs-based tickets will only be sold at the Whatcom County public works administration building in Bellingham and will require valid ID.

M. Multi-ride cards purchased prior to the most current fare change shall be valid until six (6) months after the effective date of this ordinance. Multi-ride cards purchased at the previous rate rather higher or lower than the new rate will be accepted for use as one punch equals one round trip. No credit or refund will be allowed or issued. These rate changes will take place within sixty (60) calendar days of the adopted date of this ordinance.

N. All children under the age of 12 years when traveling on the Whatcom County ferry must be accompanied by an adult. An exception to this policy will be made only if the adult parent or guardian signs a waiver exempting Whatcom County from all liabilities for any and all injuries, loss of life, etc., while the child is traveling on the ferry. (Ord. 2013-042 Exh. A; Ord. 2012-016 Exh. A; Ord. 2010-054 Exh. A; Ord. 2008-052 Exh. A; Ord. 2008-017 Exh. A; Ord. 2007-001 Exh. A; Ord. 2005-090 Exh. A; Ord. 2002-012; Ord. 2001-064; Ord. 93-080 Exh. Q).

10.34.030 Use of ferry user fee revenues.
Beginning January 1, 2006, a 55 percent fare box recovery rate shall be applied and evaluated continuously from that time forward. An annual review of ferry system services, actual and projected operating costs, and actual and projected revenue from ferry user fees shall occur in order to verify the 55 percent fare box recovery rate is being achieved.

In any given year the actual fare box recovery rate exceeds 55 percent, the excess revenue shall be retained in the ferry system fund and applied only to future operating costs.

In any given year the actual fare box recovery rate is below 55 percent, the difference shall be recovered in a future ferry user fee increase unless there is adequate excess ferry user fee revenue remaining in the ferry system fund collected during prior years.

Prior legislation: Ord. 89-103.
360


EXHIBIT A
STRIKETHROUGH VERSION
EXHIBIT A

Chapter 10.34
FERRY RATES

Sections:

10.34.005   Definitions.
10.34.010   Effective date for ferry user fees.
10.34.020   Interpretation of rate schedule.
10.34.030   Use of ferry user fee revenues.

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D. "Fare box recovery rate" means the calculated percentage of total revenue generated through ferry user fees in comparison to total actual operating costs for the same period of time minus any revenue from the motor vehicle fuel tax meant for ferry operations, or from interest.

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A. Buses, Trailers, mobile homes, motor homes, fifth wheels in bed of pickup, and trailers including goosenecks are charged by total length. Length includes tongue, hitch, and projections to the rear. Shall include, but not be limited to, ball hitches, military hitches, fifth wheel in bed of pickup, dump trailers, recreation trailers and mobile homes.

B. Tow vehicles with trailers shall be charged a combined rate based on total length of the trailer, as defined in paragraph A. above, and weight of the tow vehicle based on the gross vehicle weight of the designation of the vehicle. Heavy machinery that is self-propelled onto the ferry shall be charged at the corresponding vehicle rate.

C. B. Special trips are a surcharge in addition to the applicable fare.

D. C. A weekly run limited to fuel trucks, charged at the regular rate, shall be scheduled by the public works department and published appropriately.

D. Trucks and tow vehicles with trailers shall be charged a rate based on length and weight. Heavy machinery and motor homes shall be charged at the corresponding vehicle rate.

E. All trucks shall be charged regular round-trip rates based on gross vehicle weight, legal license capacity.

F. Over-width vehicles or trailers occupying more than one lane shall be charged a 50 percent surcharge. In addition, vehicles towing over-width trailers shall also be charged a 50 percent surcharge.

G. Student multi-ride cards shall be sold to full-time post-high school students only. Proof of post-high school enrollment shall be required at time of purchase. No special student discount is available for drivers of vehicles.

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I. County employees on official county business shall be exempt from fares. All county employee trips exempt from fares will be tracked, and $10.00 per trip will be credited toward the fare box recovery rate each year.

J. Enrolled members of the Lummi Indian Tribe who are issued appropriate identification cards by the tribe, or current fishing cards, licenses, or Lummi Indian Business Council ID cards and who have legitimate tribal business upon Lummi Island, as indicated by the Lummi Indian Tribe, shall have free foot passage upon and across the ferry operated by Whatcom County between Gooseberry Point and Lummi Island. During the term of the Tidelands Lease Agreement dated 10/24/11, Lessee (Whatcom County) shall grant free foot and non-commercial passenger vehicle passage upon and across the ferry operated by Lessee between Gooseberry Point and Lummi Island to those persons going to Lummi Island for
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L. Eligibility for a special "senior/disabled" discount is available to all Lummi Island residents who currently hold property tax exemptions or deferral as defined under RCW 84.36.381 and 84.38.030 and WAC 458-16-020 and 458-16-020, and as these may be hereafter amended. These special needs-based tickets will only be sold at the Whatcom County public works administration building in Bellingham and will require valid ID. These changes will take place within 60 calendar days of the adopted date of the ordinance.

M. Intentionally-left-blank. Multi-ride cards purchased prior to the most current fare change shall be valid until six (6) months after the effective date of this ordinance. Multi-ride cards purchased at the previous rate rather higher or lower than the new rate will be accepted for use as one punch equals one round trip. No credit or refund will be allowed or issued. These rate changes will take place within sixty (60) calendar days of the adopted date of this ordinance.

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Prior legislation: Ord. 89-103.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>Date</th>
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**RECEIVED**

**JUL 28 2015**

**WHATCOM COUNTY COUNCIL**

**TITLE OF DOCUMENT:** Appointments to the Whatcom County Veteran’s Advisory Board

**ATTACHMENTS:** Application for Appointment; 7/1/15 Memorandum re nomination

<table>
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<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
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</thead>
<tbody>
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<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( X ) NO</td>
<td>Requested Date:</td>
<td></td>
<td></td>
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</tbody>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

County Executive Jack Louws requests confirmation of his appointment of David Scattum to the Whatcom County Veterans Advisory Board.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
TO: Jack Louws, County Executive
FROM: Elizabeth Harmon-Craig, Veterans Specialist
DATE: July 1, 2015
RE: Nomination for Initial Appointment to the Veterans' Advisory Board

A position on our Veterans Advisory Board (VAB) became vacant in May 2015 due to the resignation of Mr. Malcolm Kenyon, a Vietnam Veteran. This office would like to recommend Mr. David Scattum, also a Vietnam Veteran for appointment to the VAB to fulfill this vacant position.

Mr. Scattum comes to us highly recommended from the veteran community and was unanimously approved for your consideration by the Nominating Committee of the Veterans Advisory Board, as well as the full board. He served honorably in Vietnam and will fulfill representation of that era on the board. Mr. Scattum maintains an active role in the Whatcom County veteran and faith communities. He is very active through his church as well as in veterans' lives through his volunteer work as a Veteran Service Officer (VSO). His VSO work is sponsored by both the Vietnam Veterans of America and the American Legion chartered organizations.

Mr. Scattum has a true desire to help veterans and his participation on the VAB will continue to bring balance and diversity to the membership. His application is currently on file in your office.

Thank you for considering this recommendation for appointment.

Cc: Anne Deacon, Human Services Manager
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: David Scattum
Street Address: 336 36th St., #196
City: Bellingham, WA 98225
Mailing Address (if different from street address): 
Day Telephone: 360-201-1296 Evening Telephone: 
E-mail address: dscattum@gmail.com

Date: 11-6-2013
Zip Code: 98225

1. Name of board or committee—please see reverse: Veteran's Advisory Board
2. You must specify which position you are applying for. Please refer to vacancy list.
   Position to be filled in Jan. 2014
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.)  ☑ yes  ( ) no
4. Which Council district do you live in?  ☑ One  ( ) Two  ☑ Three
5. Are you a US citizen?  ☑ yes  ( ) no
6. Are you registered to vote in Whatcom County?  ☑ yes  ( ) no
7. Have you ever been a member of this Board/Commission?  ☑ yes  ( ) no
   If yes, dates:
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?  ( ) yes  ☑ no
   If yes, please explain:
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education. I am a Vietnam veteran. I'm retired with a background in banking and the IT industry. I'm also a member of the American Legion Post 49, Bellingham, WA.
10. Please describe why you're interested in serving on this board or commission. I'm a vet and my heart goes out to vets in need.
References (please include daytime telephone number): David Lerman 360-303-0414 Alan Stanchi 360-933-4747
Signature of applicant: David Scattum

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**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>SM</td>
<td>07/21/15</td>
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<td>Aug 4, 2015</td>
<td>Council</td>
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<td>Division Head:</td>
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<td>Dept. Head:</td>
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<td>Prosecutor:</td>
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<td>Purchasing/Budget:</td>
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<td>Executive:</td>
<td>7.28.15</td>
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</table>

**TITLE OF DOCUMENT:** Appointment to the Purchase of Development Rights Oversight Committee.

**ATTACHMENTS:** Application of Sean D’Agnolo

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

County Executive Jack Louws requests confirmation of his appointment of Sean D’Agnolo to the Purchase of Development Rights Oversight Committee.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Sean D'Apolito  
Street Address: 3811 Hatley Road  
City: Everson  
Mailing Address (if different from street address):  
Day Telephone:  
Evening Telephone:  
E-mail address: sean@cloudmountainfarmcenter.org  
Cell Phone: (206)334-0886

Date: 7.17.2015  
Zip Code: 98247

1. Name of board or committee: Please see reverse:  
   PDR Oversight Committee

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

   Farmer 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.)

4. Which Council district do you live in?  
   ( ) One  
   ( ) Two  
   ( ) Three

5. Are you a US citizen?  
   ( ) yes  
   ( ) no

6. Are you registered to vote in Whatcom County?  
   ( ) yes  
   ( ) no

7. Have you ever been a member of this Board/Commission?  
   ( ) yes  
   ( ) no

   If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?  
   ( ) yes  
   ( ) no

   If yes, please explain:

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

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   Bachelor’s degree from Minnesota State University, employed as the Education Coordinator at Cloud Mt. Farm Center. Also a partner in Small Acres LLC, a collaborative farm and CSA in Everson.

10. Please describe why you’re interested in serving on this board or commission: As in my other work, my goals are to positively affect Whatcom County Agriculture and maintain the viability of family farms in North-Western Washington.

References (please include daytime telephone number):  
   Tom Thornton (360) 815-4156, Mike Fingers (360) 737-5274

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

CLEARANCES

<table>
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<tr>
<td>County Cou</td>
<td>7/10/2015</td>
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<td>7/21/2015</td>
<td>Introduction</td>
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<td>8/4/2015</td>
<td>Council</td>
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</tbody>
</table>

Division Head:

Dept. Head:

Prosecutor:

Purchasing/Budget:

Executive:

TITLE OF DOCUMENT:

Appointment to Incarceration Prevention and Reduction Task Force

ATTACHMENTS:

vacancy notice and applications

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

Appointments are for 2-year and 4-year terms.

COMMITTEE ACTION:

COUNCIL ACTION:

7/21/2015: Introduced 6-0, Mann absent

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.
AB2015-0470

INCARCERATION PREVENTION AND REDUCTION TASK FORCE: 11 Vacancies with 2-year or 4-year terms

Purpose: The Incarceration Prevention and Reduction Task Force will Continually review Whatcom County's criminal justice and behavioral health programs and make specific recommendations to safely and effectively reduce incarceration of individual struggling with mental illness and chemical dependency, and minimize jail utilization by pretrial defendants who can safely be released.

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: 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; 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; effective pretrial service programs that assure that defendants appear for court proceedings while minimizing jail utilization by defendants who can safely be released; 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; the ongoing staff support and funding for the Task Force, and; 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. See Whatcom County Ordinance 2015-025 for full details.

Membership requirements: Must be a representative of one of the following:

Whatcom Alliance for Healthcare Access (WAHA):
- Stephen Gockley (WAHA Leadership Board recommendation);

Peace Health St. Joseph:

A Federally Qualified Health Center (FQHC)/Community Health Center (Interfaith and SeaMar are the only two FQHCs in Whatcom County):
- Heidi Robbins, SeaMar

Emergency medical services:
Representatives of a Community action agency, mental health provider, or substance abuse treatment provider (3):

- Dave Finet, Opportunity Council
- Byron Manerling, Brigid Collins Family Support Center
- Moonwater, Whatcom Dispute Resolution Center
- Irene Morgan, Restorative Justice Coalition*
- Max D. Whipple, Belair Clinic

Consumer or family member of behavioral health services (2):

- Jack Hovenier*
- Susan Gribbin*
- Deborah L. Zoutendyk

Concerned citizen (2):

- Kirsten Barron,
- Everett Barton
- Jill Bernstein
- Robert Burr
- Joshua Cerretti
- Jim Cozad
- John H. Davis
- Susan Gribbin*
- Deborah M. Hawley
- Jack Hovenier*
- Amy Mann (2-year term)
- Irene Morgan*
- Robert T. Riesen
- Linda Santini

*applicants who have applied under more than one category
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: KIRSTEN BARRON
Street Address: BAY E. LAKE SAMISH
City: BELLINGHAM
Date: 7/2/2015
Zip Code: 98229

Mailing Address (if different from street address):
Day Telephone: 3607398056  Evening Telephone: 3607398056  Cell Phone: 3607398056
E-mail address: kharron@barronsmithlaw.com

1. Name of board or committee-please see reverse:

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.)
   ( ) yes ( ) no

4. Which Council district do you live in?( ) One ( ) Two ( ) Three

5. Are you a US citizen? ( ) yes ( ) no

6. Are you registered to vote in Whatcom County? ( ) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes ( ) no
   If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes ( ) no
   If yes, please explain:

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

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

SEE ATTACHED RESUME - 2 PAGES

10. Please describe why you’re interested in serving on this board or commission: I have become increasingly concerned about the cost and effectiveness of the criminal justice system. I think we need to develop clear goals as to what the system intends to accomplish and effective strategies to accomplish these goals.

References (please include daytime telephone number): Justice Mary Fairhurst (360) 357-2053

Signature of applicant:

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KIRSTEN BARRON
BARRON SMITH DAUGERT, PLLC

Kirsten's E-mail: kbarron@barronsmithlaw.com

Education:

- James Madison University (B.A. 1987)
- University of Richmond T.C. Williams School of Law
  - Law Review
  - Moot Court Board
  - ABA-ALI Writing Competition, Winner
  - Carrico Moot Court Competition, Winner

Practice Areas:

- Business
- Business Entity Formations
- Contracts
- Transactions:
  - Acquisitions
  - Sales
  - Mergers
  - Restructuring
- Employment:
  - Advice and Counsel
  - Investigations
  - Employment Agreements, including:
    - Noncompete Agreements
    - Severance Agreements
  - Employee Handbooks
  - Protection of Proprietary Information

Legal Experience:

Kirsten practices in the areas of business and employment law and brings over 20 years of legal experience to her work. She joined Barron Smith Daugert, PLLC in 1998 and became a partner in 2004. She takes a practical, solution oriented approach to all aspects of her practice.

Kirsten advises businesses, large and small, often serving in a general counsel role. Her business work includes entity formation and structure, general corporate governance, contract drafting and review, transactional work and ownership disputes.
Kirsten represents both employers and employees in all aspects of the employment relationship. She has represented employers with as few as three employees and as many as 500 employees. Her employment practice includes representation of unionized and non-unionized employers.

She brings the following experience to her practice:

- Civil Deputy Prosecuting Attorney for Grays Harbor County
- Associate with a boutique Northern Virginia firm, Chadwick, Washington, Moriarty, Elmore and Bunn, PC, working in the area of community association law, including general corporate advice and real estate and land use matters
- Law Clerk to the Honorable John A. Petrich of the Washington State Court of Appeals (Division II) and the Honorable Lawrence S. Margolis of the United States Federal Court of Claims Washington, D.C.

Certification:

- Certified in Internal Investigations - Council on Education in Management in association with The George Washington University

Community Service:

- Washington State Supreme Court Access to Justice Board of Directors, former Board Member and Chair
- Washington State Supreme Court Public Trust and Confidence Committee, former Member
- LAW Advocates, pro bono/access to justice, Board Member and former Chair
- Southside Soccer Board of Directors, former Member
- Pickford Film Association, former Board Member
- Slum Doctor Programme, former Board Member
- Allied Arts of Whatcom County, former Board Member
- YMCA, former Volunteer

Awards:

- 2009 Local Hero Award from the Washington State Bar Association
- 2012 Joe Pemberton Award for Service from the Whatcom County Bar Association
- 2015 President’s Award from the Legal Foundation of Washington
- 2015 Sehome High School Volunteer of the Year
Kirsten represents both employers and employees in all aspects of the employment relationship. She has represented employers with as few as three employees and as many as 500 employees. Her employment practice includes representation of unionized and non-unionized employers.

She brings the following experience to her practice:

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- Pickford Film Association, former Board Member
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Awards:

- 2009 Local Hero Award from the Washington State Bar Association
- 2012 Joe Pemberton Award for Service from the Whatcom County Bar Association
- 2015 President's Award from the Legal Foundation of Washington
- 2015 Sehome High School Volunteer of the Year
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Everett Barton
Street Address: 1213 Whatcom St. 4118
City: Bellingham
Mailing Address (if different from street address): P.O. Box 6061, Bellingham, 98227
Day Telephone: __________________________ Evening Telephone: __________________________
Cell Phone: __________________________
Email address: eabarton59@yahoo.com

Date: June 23, 2015

1. Name of board or committee—please see reverse:
   Jail Division Task Force Committee

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

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 (x) Two ( ) Three

5. Are you a US citizen? (x) yes ( ) no

6. Are you registered to vote in Whatcom County? (x) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) 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:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Retired Former Business Owner in Hawaii; Temporary Work for Whatcom County; and Response to RFIs on Lake Whatcom Water Quality Task Force (2002) as Meeting Recorder; Whatcom County’s Water Resource Inventory and Assessment Task Force as Meeting Recorder (2004)

10. Please describe why you’re interested in serving on this board or commission: I am concerned about broadening the definition of mental health

References (please include daytime telephone number):
   Ann Deaton (676-6724)
   Barbara Bueman (676-6725)
   Pete Kremen (676-6690)

Signature of applicant:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Jill Bernstein

Street Address: 3433 South Bay

City: Sadro Woolley

Mailing Address (if different from street address):

Date: July 10, 2015

Zip Code: 98284

Day Telephone: 360-595-2110

Evening Telephone: 360-595-2110

Cell Phone: 360-981-2677

E-mail address: jbernstein0202@gmail.com

1. Name of board or committee—please see reverse: Incarceration Prevention and Reduction Task Force

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.)

   ✔ yes ( ) no

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three

5. Are you a US citizen? ( ) yes ( ) no

6. Are you registered to vote in Whatcom County? ( ) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes ( ) no

   If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes ( ) no

   If yes, please explain: I am the interim Executive Director at LAW Advocates (ending the week of 7/13). They have some grant money from Whatcom County. 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.

   I am a retired criminal defense attorney. I had a career that included public and private defense work. I am the former President of the Washington Association of Criminal Defense Lawyers and the Immediate Past President of the League of Women Voters of Bellingham/Whatcom County. I have a radio show called South Fork Law focused on law and justice issues and a radio show called Elected Connections. I am the current interim Executive Director at Law Advocates.

10. Please describe why you’re interested in serving on this board or commission: I spent almost thirty years involved in the criminal justice system in our community and have continued to involve myself trying to educate our community on issues which relate to crime and punishment. I think that my decades of experience provide me with an understanding of what we have done right and well with regards to criminal justice and where we can improve our responses to these issues. I am very anxious to be a part of a solutions oriented group that will be working to improve our response to crime.

References (please include daytime telephone number): Rebecca Johnson - current President League of Women Voters, 319-1429.

Rajeev Majumdar - current President Bd of Directors Law Advocates. 384-6400.

Signature of applicant:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Robert L. (Bob) Burr
Street Address: 1130 40th St
City: Bellingham
Mailing Address (if different from street address): 
Day Telephone: 360-676-7199
E-mail address: bobburr@comcast.net
Date: 7/13/15
Zip Code: 98229
Cell Phone: 360 671-7813

1. Name of board or committee-please see reverse: Incarceration Prevention & Reintegration Concerned Citizen
2. You must specify which position you are applying for. Please refer to vacancy list.
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.) ( ) yes ( ) no
4. Which Council district do you live in? ( ) One ( ) Two ( ) Three
5. Are you a US citizen? ( ) yes ( ) no
6. Are you registered to vote in Whatcom County? ( ) yes ( ) no
7. Have you ever been a member of this Board/Commission? ( ) yes ( ) no
   If yes, dates: -----------------------------
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes ( ) no
   If yes, please explain: _____________________________

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

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Was Vice President of Research & Development, For Prudential Insurance; Community Activist, Police Selection Board City of Los Angeles; Advanced Degree in Psychology, Have been in existing Hell for twice.

10. Please describe why you’re interested in serving on this board or commission:
    In the current jail, I was haunted by the anguished cries of the mentally ill. As a taxpayer and humanist, I know that there are cost effective, results effective, more humane alternatives.

References (please include daytime telephone number): County Council Knows me-
merits and demerits

Signature of applicant: Robert L. Burr

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Joshua Cerretti
Street Address: 816 Mason St
City: Bellingham
Mailing Address (if different from street address): 
Day Telephone: 360 756 5095 Evening Telephone: Same
Cell Phone: 
E-mail address: Joshua.Cerretti@wwu.edu

Date: July 10th 2015
Zip Code: 98225

1. Name of board or committee—please see reverse: Incarceration Prevention + Reduction
   Concerned Citizen

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?  (X) One  ( ) Two  ( ) Three

5. Are you a US citizen?  (X) yes  ( ) no

6. Are you registered to vote in Whatcom County?  (X) yes  ( ) no

7. Have you ever been a member of this Board/Commission?  ( ) 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.  

   Current history instructor at Western with a PhD in Gender Studies
   and a long history of community activism (see attached).

10. Please describe why you’re interested in serving on this board or commission:

   As someone who researches and teaches about incarceration and
   alternatives, I am interested in participating in dialogue about how
   to best apply evidence-based solutions to problems facing our community.

   References (please include daytime telephone number): Steven Garfinkle (Prof of History, WWU)
   360 650 3456 & Lysa Rivera (Prof of English, WWU) 360 650 2517.

Signature of applicant: [Signature]

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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.
Josh Cerretti
816 Mason St
Bellingham, WA 98225

EDUCATION

University at Buffalo
Ph.D. (2014) Global Gender Studies, Department of Transnational Studies

UN-mandated University for Peace

Trinity College (Hartford, CT)

WORK

Western Washington University
Instructor, Department of History

Instructor, Department of English
Courses Taught: Critical and Cultural Theory, Queer Theory, Black Queer Literature.

University at Buffalo
Graduate Assistant for LGBTQ Outreach
Instructor, Department of Transnational Studies
Courses Taught: Introduction to Gender & Women's Studies, Sexualities and Orientations, Women and War, Gender and Globalization.

COMMUNITY AFFILIATIONS

Domestic Violence and Sexual Assault Services
Volunteer

Buffalo Prison Abolition Reading Group
Co-founder

Buffalo Common Council Hate Crimes Task Force
Appointed

Buffalo Reproductive Justice League
Clinic Escort

September 2014 – present

September 2011 – May 2014


October 2009 – April 2010
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Jim Cozad
Date: July 13, 2015
Street Address: 1600 Diamond Loop
City: Bellingham
Zip Code: 98226
Mailing Address (if different from street address): 
Day Telephone: Evening Telephone: Cell Phone: (360) 961-8841
E-mail address: mlkc394@gmail.com

1. Name of board or committee—please see reverse:

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? (If applicable, please refer to vacancy list.)

4. Which Council district do you live in?

5. Are you a U.S. citizen?

6. Are you registered to vote in Whatcom County?

7. Have you ever been a member of this Board/Commission?

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?

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.

10. Please describe why you're interested in serving on this board or commission:

References (please include daytime telephone number):

Signature of applicant:

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Jim Cozad
1606 Diamond Loop
Bellingham, WA 98226
(360) 961-8841
@Jim_Cozad

Created Re-Entry University & MLK Poverty Action March 2011-present
Jim is currently Chairman of the MLK Poverty Action Committee and Director of Re-Entry
University. The University is a place where neighbors engage in Life Long Learning about
themselves & the World around them, “who they are”, “where they’re at” and “where they want to
go in the future”. We’re about finding “Better Pathways to Prosperity for ALL”.

Homeless Housing Opportunity Council Homeless Housing Case Manager – June 2008 to Aug. 2012-
Case Manager: Currently Homeless Housing Case Manager and certified Family Support Specialist
with the Opportunity Council in Bellingham, Washington. Assist individuals, families
and veterans with eviction prevention, short term housing, rental assistance funding and
case management services. Team taught FLARE – Financial Literacy and Renter
Education class to local community. Certified WABC Financial Coach 2/20/12

Community
Involvement: Interfaith Coalition Board Member -1993 to 2010-
The Coalition helps to provide assistance to those in need in our community. We support the
Interfaith Community Health Center that provides physical, mental, and dental care to low
income citizens and others. I have served terms as Board President and Chairman of the Housing
Committee over my 15 years on the Board. We partner with Lydia Place and the Opportunity
Council to provide case management to families experiencing homelessness. I helped designed,
create, and implement the “partnership model” that brought together the Interfaith Coalition,
individual congregations, the Opportunity Council and Lydia Place that now has 9 units of
emergency and transitional housing for families in Whatcom County. We have just recently
purchased a house in Ferndale and plan to expand further into Whatcom County outside of
Bellingham.

Whatcom County Homeless Coalition -1994 to 2009-
Jim represented the Interfaith Coalition on this board that is comprised of public, private and non-
profit individuals and agencies that work together to prevent homelessness in our community. I
coordinated Whatcom County’s 2006-08 Homeless Point in Time Counts working with many
social services agencies. We put together and have been implementing a “Ten Year Plan to End
Homelessness” for Whatcom County that was adopted by the County Council. I served on the
Steering Committee that designed the Whatcom County Homeless Service Center and received 3
years of HGAP state grant assistance to introduce and implement the concept. As a result,
Whatcom County has increased its cooperation and collaboration among our social service providers, state/local governments and the community. We have been able to increased funding sources as well as reduced homelessness.

**Whatcom County Re-entry Coalition - 2006 to August 2012**

Founded and currently served as volunteer director with newly formed non-profit to create an efficient and supportive community network of assistance for former offenders to ensure their successful re-entry back into our community. Using the “Housing First” model that emphasizes getting people into housing first and then building the support systems necessary to change their lives and be positive contributors. WCREC seeks to improve public safety, reduce recidivism and criminal justice costs, reduce emergency and other medical costs, improve community education about successful re-entry into mainstream society and to promote community prevention and early intervention activities.

**Chairman, Whatcom County and 42nd District Democrats - 1984 to 1992**

Jim was responsible for all phases of political party activities from recruiting candidates, planning conventions, public relations, to fundraising and election campaigning. Oversaw coordinated campaigns during elections and implemented educational community forums to address issues of importance to the voters. I had a local radio program called “Friday afternoon at the Fights” where the Republican Party chairman and I debated the issues for the community. We worked hard to maintain civil discourse and respect for both sides of the aisle. I still have contact and ties to elected officials from both parties in Olympia and in Whatcom County.

**Professional Educator**

**AIMS Alternative School – Bellingham School District - 1975 to 1977, Teacher**

Taught “At Risk” students at the District’s first attempt at an alternative school for not making it in the “regular” school program. Subjects taught included Mathematics, and personal support groups.

**Sehome High School – Bellingham School District - 1978 to 2006, Teacher**

Subjects taught include Leadership, Math, Health, PE, and Learning Center. I designed and implemented the Campus Options Program at Sehome High School (Sehome Alternative Instructional Lab & Contract Based Education) for “At Risk” students struggling in the regular school. Our goal in “early intervention” was to allow them to catch up on graduation requirements in an outcome based system rather than semester seat time. I coached basketball, track, and football at Sehome for many years. I retired after 29 years with the Bellingham School District to care for my aging parents.

**Co-Project Director, “Schools for the Twenty First Century” at Sehome High School - 1989 to 1992**

Responsible for working with staff, students, parents to develop and implement strategic planning process with actions plans for restructuring education into a “Community of Learners”. Sehome was the first high school to begin “educational restructuring” as a pilot program for the State back in 1988. Planning and implemented activities included: before school retreats, establishing site based decision making, Mariner Seminars, leadership training and ongoing implementation of activities.
Leadership/Student Government Advisor -1981 to 1993-
Taught leadership class and worked with assistant principal to run comprehensive student government &
leadership training program. I was responsible for elections, student council meetings,
assemblies, homecoming, varsity week, and teaching the leadership class.

Staff Member, Mt. St. Helen's Leadership Camp -1977 to 1993-
The Washington Association of Secondary School Principals sponsors five different summer camps. Each one is a
weeklong intense leadership-training program for student body leaders from across the state. We
taught basic leadership skills and techniques and helped them develop action plans for
implementation for the upcoming school years.

Gates Grant Lead Teacher- Sehome -2000 to 2005-
Served as a Lead Teacher responsible for Strategic Planning and implementing changes at
Sehome High School. Planned and conducted staff trainings, discussions and evaluations. I
worked with District Administration officials and other school leadership to implement this
district grant from the Bill and Melinda Gates Foundation to create smaller school environments,
develop Essential Student Learning’s and increase student achievement and performance.

Education:

Lincoln High School - Tacoma, WA 1966-69, High School Diploma

Western Washington University – Bellingham, WA 1969-74, BA Education, emphasis
Political Science/Social Studies
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: John H. Davis
Street Address: 3220 Edwards Street
City: Bham
Zip Code: 98229-2347
Mailing Address (if different from street address):

Day Telephone: 369-5574 Evening Telephone: 369-5574 Cell Phone: ( )
E-mail address: Eatonchush@yahoo.com

1. Name of board or committee-please see reverse:

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) 

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three 

5. Are you a US citizen? ( ) Yes ( ) No

6. Are you registered to vote in Whatcom County? ( ) Yes ( ) No

7. Have you ever been a member of this Board/Commission? ( ) Yes ( ) No

If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) Yes ( ) No

If yes, please explain:

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

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

Retired Librarian, Dept of Justice in Washington, DC
Retired Chief Warrant Officer, US Army Reserve

10. Please describe why you’re interested in serving on this board or commission: 

to become more active in civic affairs

References (please include daytime telephone number):

Signature of applicant: John H. Davis

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: David W. Finet

Street Address: 1111 Cornwall Ave

City: Bellingham WA. Zip Code: 98225

Day Telephone: 360-734-5121 Evening Telephone: 360-966-4941 Cell Phone: 360-739-7953

E-mail address: dave_finet@oppco.org

1. Name of board or committee: please see reverse: Incarceration Prevention and Reduction Task Force

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

Community Action Representative

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: 2009-2015 Whatcom Housing Advisory Board

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: Opportunity Council

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.

Executive Director of Opportunity Council. Involved in anti-poverty programs for the past 29 years. Experience working with people who are involved with the criminal justice system. Understand the challenges of people experiencing poverty.

10. Please describe why you’re interested in serving on this board or commission:

   I believe I can bring the perspective of people in and struggling with the criminal justice system. I have been doing research about alternatives to incarceration and implementing diversion programs.

References (please include daytime telephone number): Mamie Lackie OC Board Chair 676-6670 Stan Snaip OC Board Past President 305-0607

Signature of applicant: David W. Finet

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: STEPHEN GOCKLEY
Street Address: 2315 J STREET
City: BELLINGHAM
Mailing Address (if different from street address):
Day Telephone: (360) 305-2944
Evening Telephone: (360) 676-5194
Cell Phone: (360) 305-2944
E-mail address: gockleyposel@comcast.net

Date: 7/16/15
Zip Code: 98225

1. Name of board or committee—please see reverse: Incarceration Prevention and Reduction Task Force
2. You must specify which position you are applying for. WAHA Representative
   Please refer to vacancy list.
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? Yes ( ) No ( )
   (If applicable, please refer to vacancy list.)
4. Which Council district do you live in? ( ) One ( ) Two ( ) Three
5. Are you a US citizen? Yes ( ) No ( )
6. Are you registered to vote in Whatcom County? Yes ( ) No ( )
7. Have you ever been a member of this Board/Commission? Yes ( ) No ( )
   If yes, dates:
8. Do you or your spouse have a financial interest in or are you an employee or officer of any Yes ( ) No ( )
   business or agency that does business with Whatcom County? If yes, please explain:
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community
   activities, and education. PLEASE SEE ATTACHED INFORMATION

10. Please describe why you’re interested in serving on this board or commission: PLEASE SEE ATTACHED INFORMATION

References (please include daytime telephone number):

Signature of applicant: STEPHEN GOCKLEY

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 INCARCERATION PREVENTION AND REDUCTION TASK FORCE

STEPHEN GOCKLEY

Supplement to Application for Appointment as WAHA Representative
Summary of Experience, Qualifications, and Interest

**Question 9:** I was formally selected by the WAHA Leadership Board to apply as their representative to the Task Force. I am a licensed attorney employed in Bellingham since 1988 as a legal aid lawyer serving low-income persons with civil (non-criminal) legal problems. Due to the nature of my client population, I have extensive experience working closely with people with mental health, cognitive, chemical dependency, and physical disabilities, and with the systems and agencies designed to serve their needs. Many of my clients have had periodic involvement with the criminal justice system as well. I have been an advocate for clients in the State Medicaid program, the mental health system, child welfare and family services agencies, subsidized housing programs, and the public schools.

A great deal of my other community involvement is directly relevant to the work charged to the Task Force. I have served as a board member of WAHA from 2005 through the present; a member of its Executive Committee for most of that time; its past president; the current chair of its Advancement Committee; and a past chair of its Access Services Committee. I was chosen as a consumer representative on the Governing Body of the new North Sound Accountable Communities of Health, a regional multi-sector collaboration recently certified by the State Health Care Authority to carry out health reform innovations in a five-county area, which has expressed an early interest in jail diversion programs generally and in the integration of behavioral health services with medical care and other settings. I was the first president of the board of Interfaith Community Health Center when it became independent of the Opportunity Council. Some time ago, I was appointed to two terms on the Governor's Committee on Disability Issues and Employment. I have been a board member since 1996 of LAW Advocates, Whatcom County’s volunteer lawyer program, which provides free civil legal help to the same low-income population my office serves.

**Question 10:** I regularly work with people whose mental health and substance abuse issues interfere with a functional and productive life in the community and may lead instead to poor decisions with costly results for the individual and the community. I regularly assist people to overcome
barriers in the availability, capacity and accessibility of healthcare and social support services that are meant to help address their problems. I also have family members who struggled with mental illness and the challenge of getting effective treatment at the right time. With these personal and professional experiences in mind, I believe the work expected from this Task Force is a once-in-a-generation opportunity for us to improve the health of our community, to make community treatment options and social services more coordinated and efficient, and to produce cost-savings across multiple public systems as a result. I would very much like to contribute to this extremely important effort.

References:

Regina Delahunt, Director, County Health Department: 676-6724 x #50801

Sue Sharpe, Executive Director, Chuckanut Health Foundation: 671-5309

Dewey Dessler, former County executive branch official; consultant: 303-3046

Cheryl Blair, Board President, WAHA; business owner: 739-5201
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Susan Gribbin
Date: July 1, 2015
Street Address: 3006 Victor Street
City: Bellingham
Zip Code: 98225
Mailing Address (if different from street address): 
Day Telephone: 360-647-0859 Evening Telephone: 360-647-0859 Cell Phone: 360-223-6144
E-mail address: s.gribbin@comcast.net

1. Name of board or committee: Incarceration Prevention and Reduction Task Force
2. You must specify which position you are applying for. Concerned Citizen or Family Member of a Consumer
   Please refer to vacancy list.
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.) Yes (X) No ( )
4. Which Council district do you live in? One (X) Two ( ) Three
5. Are you a US citizen? Yes (X) No ( )
6. Are you registered to vote in Whatcom County? Yes (X) 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.
   I work as a family support coordinator in the Ferndale School District (since 2006). Previously, I have worked in prevention/education, crisis intervention, program development (mentoring), health indicator, and community convening. I have a great deal of knowledge of the social service community in Whatcom County and have a keen interest in bringing new and promising programs to our community.
10. Please describe why you’re interested in serving on this board or commission:
    Members of my family have been involved in the intersection of mental health treatment and criminal justice systems. While each system had something to offer, I think we as a community can better serve everyone’s interests while achieving better results by developing a range of services that better match the individuals involved.
   References (please include daytime telephone number):
   Gary Williams, 360-384-1017 / Julia Ortiz, 360-312-2096
   Signature of applicant: Susan Gribbin

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SUSAN GRIBBIN

3006 Victor Street
Bellingham, WA 98225
(360) 647-0859
s.gribbin@comcast.net

QUALIFICATIONS SUMMARY: Demonstrated ability to envision opportunities, articulate direction, set goals and achieve results. Broad managerial experience and a proven track record in diverse organizations. Skilled in building connections between an organization and its publics through creative, integrative and comprehensive planning and implementation. A flexible team player who can pursue tasks while focusing on the larger picture.

EDUCATION
   Placed top of the class in GPA.

EXPERIENCE
Family Community Coordinator, Ferndale School District
(2006 - Present) PO Box 698, Ferndale WA 98248

Remove social and economic barriers for families so that their children arrive in school ready to learn. Advocate for parents whose children are identified through the student support team process. Established Memorandums of Understanding between the Lummi Indian Business Council and the Ferndale School District.

- Serve as a resource to elementary school children, families, teachers and staff to identify and match community resources to a range of issues from health care to homelessness.
- Establish effective working relationship to improve the health for elementary students including behavioral health, dental health, and parenting education.
- Research and create web resources for students, parents and educators about the McKinney-Vento Homeless Education Act.

Lecturer, Human Services Program, Western Washington University
(2005 - 2007) Bellingham WA 98225-9087

Taught upper division students online and in the classroom, develop lectures, facilitate discussion, monitor community placement sites and evaluate student progress.

- Introduced students to the human service profession and their role in society through face-to-face seminars and via an online “virtual classroom”.
- Engaged students in developing their roles as interns, reflecting on lessons learned in the field and facilitating student leadership of and participation in seminar.
- Researched, created, and delivered a series of lesson plans on collaborative leadership and promising practices.

Campaign Executive, United Way of Whatcom County
(September - November 2005, Annual Campaign) 1511 Cornwall Avenue, Bellingham WA 98225

Worked to retain and increase gifting in over 50 business accounts in Whatcom County. Provided training, developed contacts, generated leads and delivered improved donations in the majority of businesses.

- Presented at campaign rallies that generated increased gifting in established accounts.
- Developed multiple messaging tools (face-to-face, email, poster) used to reach potential donors with the United Way message.
Coordinator, Whatcom Coalition for Healthy Communities
(2002-2004) no longer in operation
Operationalized the coalition’s mission to collaborate with the community to define opportunities and facilitate action to improve the health of Whatcom County.
- Active team member in the production, distribution and development of Community Counts 2002: Whatcom Indicator Project.
- Engaged multiple community stakeholders in local initiatives including mammography, community indicators, youth services, transportation, physical activity and leadership.
- Prioritized and streamlined monthly reports of financial activity and financial reporting to the board of directors.

Consortium Coordinator, Whatcom County Readiness to Learn Consortium
(2001-2003) no longer in operation
Coordinated efforts of consortium membership as they seek to ensure that all children have the opportunity to live in safe environments, to achieve their highest learning potential, and to develop into healthy, productive community members. (.25 FTE)
- Helped secure continued funding through education activities and grant writing efforts.
- Convened and facilitated quarterly consortium meeting of school and community partners.
- Assisted in developing community/school partnerships.

Director of Programs, Big Brothers Big Sisters of Northwest Washington
(1999 – 2002) no longer in operation
Responsible for managing and expanding mentoring and related programs to benefit children. Programs include the traditional One-to-One Mentoring Program and the new school-based Campus Buddies Program, Family Night Program, and Grupo de Apoyo Para la Familia. Hire and supervise staff.
- Oversaw operations for doubling the number of children served – mentor recruitment, screening, training, and matching.
- Authored proposals and delivered presentations that secured competitive grant funding for established and new program initiatives.
- Created and applied a team concept to meet increased demand for services.
- Identified and captured relevant data to evaluate and improve new programs.

Promotion Project Manager, International Society for Optical Engineers
(1999) PO Box 10, Bellingham, WA 98225-0010
Responsible for coordinating the process and development of marketing materials for regional and international symposium. Write and edit copy, meet deadlines and work as a team member.
- Honed direct mail strategies to increase target customer response rate.
- Collaborated with creative team to improve branding design elements.
- Developed a localized approach to assist the Human Resources Department in the recruitment of personnel.
Information Specialist II (Marketing), Western Washington University
(1996 – 1998) Western’s Extended Programs, Bellingham, WA 98225

Responsible for marketing of extension programs in the Puget Sound Region.
- Created Excel and Access tools to capture and formalize the elements of an 
integrated marketing plan for Western’s Woodring College of Education extension 
programs.
- Developed the plan by establishing collaborative working relationships with program 
staff, faculty, and administrators.
- Developed multiple direct mail strategies to survey prospective employers, students, 
and community partnerships for the introduction of new offerings and evaluation of 
current offerings.
- Secured prospect lists, created mailer/survey, evaluated results, and followed up.

Marketing Manager, Domestic Violence Sexual Assault Services
(1986 – 1995) previously Whatcom Crisis Services, 1407 Commercial Street, Bellingham, WA 98225

Responsible for the marketing efforts of service programs and gaming operation of Crisis 
Services. Administration of prevention education and volunteer recruitment. Promotion 
and advertising of Bingo 262. Participate as a member of both management teams.
- Increased service utilization in the community by a factor of 2.5 times by developing 
and implementing an information system that provided accurate, timely and useful 
information to the management team.
- Developed digital applications for a community resource guide, client tracking system 
and mailing activities. Worked with staff, consultants, and management teams to 
deliver useful applications.
- Developed, implemented, and evaluated (zero-based) annual plans for recruitment of 
volunteers, prevention/education events, and marketing of gaming operation.

Promotions: Community Relations Manager, 1989; Community Relations Coordinator, 
1986.

PROJECT/TECHNICAL SKILLS
Project Management Certificate Program (online), University of Washington, 2005.
Microsoft Office Suite 2013 Mac or PC.

CURRENT COMMUNITY SERVICE
Commissioner, Bellingham Whatcom County Housing Authority, since 2013.
Member, Community Development Advisory Board (CDAB), since 2010.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Deborah M. Hawkey Date: July 23, 2015
Street Address: 2023 Granger Way
City: Lummi Island, WA Zip Code: 98262
Mailing Address (if different from street address):
Day Telephone: (360) 255-3484 Evening Telephone: (360) 255-3484 Cell Phone: (360) 255-3481
E-mail address: deborahhawkey@yahoo.com

1. Name of board or committee-please see reverse: Incarceration Prevention & Reduction Task Force
   CONCERNED CITIZEN

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.)

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three

5. Are you a US citizen? ( ) Yes ( ) No

6. Are you registered to vote in Whatcom County? ( ) Yes ( ) No

7. Have you ever been a member of this Board/Commission? ( ) Yes ( ) No
   If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) Yes ( ) No
   If yes, please explain:

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

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   See attached resume & summary of experience & qualifications

10. Please describe why you’re interested in serving on this board or commission: See attached resume & summary of experience & qualifications

References (please include daytime telephone number): See attached document

Signature of applicant: deborah hawkey

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Deborah M. Hawley, M.A.
2023 Granger Way
Lummi Island, WA 98262
deborahhawley@yahoo.com
360-255-3434

Objective- To work in collaboration with others on the Incarceration Prevention and Reduction Task force as a concerned citizen.

Education- Shoreline Community College, Seattle- Associate in Arts and Sciences Degree, 1979

Western Washington University-Bellingham-Bachelor of Arts, Developmental & General Psychology, 1992

Western Washington University-Bellingham-Graduate program, General Psychology, 1992-1994

Argosy University, Washington School of Professional Psychology-Seattle-1 year full time clinical psychology doctoral program-2004-2005

Antioch University- Seattle-Center for Creative Change-Graduate Program-Masters of Arts, Whole System Design, a program for learning how to find wholistic solutions to important social systemic problems. My area of interest was in incarceration, the criminal justice system, penal institutions and jails, with an emphasis on achieving systemic change by working collaboratively with others within the system who held different and often opposing views.

Employment- Current-2010-present-Full time work in my organization M.O.R.E. (see description below)

2005- present-Substitute Teacher K-12 Lummi Tribal School

1994-2010-Small business owner, Whatcom County

1994-1996- Psychology Instructor, Northwest Indian College

Professional Experience- Extensive work with offenders in Whatcom County jail while incarcerated and also mentoring and supporting those coming out of jail. Extensive mentoring
and supporting incarcerated inmates in prisons around the State and a few out of state with continuing support and mentoring after release.

Staying informed daily by reading local opinions and letters to the editor about the new jail in local newspapers.

Extensive reading daily on criminal justice reform policies, current books and research articles with the most recent and innovative research on drug addiction and mental health issues and the effects of incarceration on the mentally ill and drug addicted without treatment while incarcerated.

2010-current-Founder and Facilitator of Support, Information and Advocacy group for residents of Whatcom County who have loved ones in Whatcom County Jail or in a Washington State Prison.

Founder of M.O.R.E. (Mothers & Others Rallying & Educating) for public support of prison reform-Main mission of the organization is to work with the public and others to educate and inform others about current problems associated with incarceration in jails and prisons.

Community Experience-(5 Years)

Designer and implementer of presentations at Western Washington University for students in Sociology Department with criminal justice majors with the goal of raising student’s awareness about incarceration and engaging them in community activities to support reform.

Publically spoke and brought supporters in to a public hearing for the City of Bellingham Planning Department to support the construction of a new State Dept. of Corrections work release facility on Garden Street in Bellingham. The facility became approved.

Various presentations and awareness raising events in Whatcom County with the goal of drawing public attention for citizens of Whatcom county to recognize the importance of diversion programs within jails and prisons for the mentally ill and drug addicted and ways in which these programs are succeeding in lieu of incarceration.

Working with local legislators in District 42 with proposed legislative Bills around criminal justice reform.

Working in Legislation in Washington State with proposed Bills for reentry issues adversely impacting inmates reintegrating into society and other issues in Correctional legislation that can reduce recidivism and increase the likelihood of success for those incarcerated.
Personal Experience-Currently my oldest son is currently serving his third prison sentence in a Washington State Prison (he is only 31 years old) haven previously been incarcerated many times in Whatcom County Jail as well as other jails around the State. Most of his jail time, spanning years, was in Whatcom County jail. He was diagnosed with a mental health disorder at age 12. He served many sentences in Whatcom County Jail. He also spent time in Whatcom County Juvenile Detention. He was in Drug Treatment Centers, A Boys Ranch and a Boot Camp prior to the prison sentences. My youngest son became immersed in drug and alcohol addiction, beginning at age 14 and continued into his early twenties. By that time he was already in late stage addiction with many experiences of near death, had also had juvenile detention sentences in Whatcom County, Juvenile Drug Court in Whatcom County, Whatcom County Jail Sentences and eventually served 2 prison sentences in Washington State, both sentences under one year. All of his incarcerations were a result of his drug and alcohol addiction. He was finally able to get clean and has been a successful contributing member of society for almost 5 years. After he became clean I was able to reflect on why certain interventions and treatment modalities were unsuccessful for him and what made the difference in him turning things around.

Why I am interested in serving on this board- I have extensive experience both on a professional level and personal level. I am known for working well with others and my program of study at Antioch University emphasized the importance of working collaboratively with others in order to successfully resolve problems within a system. All participants must be active contributors respected for their own unique perspectives. All stakeholders need to “sit down at the same table” and offer their expertise while at the same time be able to recognize and understand others perspectives.

References-

Juliann Salisbury, Office Coordinator, NAMI, Whatcom County 360 671-4950

Bonnie Breitman, M.A., Counselor Brigid Collins, Bellingham 360 734-4616

Wendy Wielhiem, Ph.D., Professor of Economics and Marketing, WWU 360 650-4202

Ronald Helms, Ph.D, Professor of Sociology, WWU 360 650-7927

Rolando Avila, Public Policy Campaign Coordinator, Statewide Poverty Action Network, Seattle. 206-694-6794

Melody Simle-Bothell, WA Founder, Families of Inmates 425- 280-7899

Shannon Hager, Former Public Health Nurse, Louisiana State Prison-Angola, author of book to be published end of this year on her experiences with inmates and problems observed in her 5 years at the prison. Also worked with the local jail in Louisiana near the prison. 504-782-0846
Don Van Valkenburgh, Lummi Island-Retired Counselor at Washington Correctional Center, Shelton, WA, Advocate for criminal justice reform. 360 758-7244

Mary Jane Van Hoesen, Lummi Island-Former founder and facilitator of support group in Tennessee for those with loved ones in prison or jail. Current advocate for alternative programs for those transitioning from jail or prison. 865-382-8429

Russ Thompson-Event planner and criminal justice reform advocate. I worked closely with Russ in planning and executing a highly publized event on Lummi Island to educate people in Whatcom county about our jails and prisons. 360-920-5243
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS.

Name: Jacob "Jack" Hoverier
Date: 24 Jun 15

Street Address: 4393 Susan Dr.
City: Ferndale
Mailing Address (if different from street address): 702 Kentucky St., PMB 391, Blaine 98230
Day Telephone: (360) 734-0363
E-mail address: jack@nicetiger.com

1. Name of board or committee—please see reverse:
   Incorporation, Prevention and Reduction Task Force

2. You must specify which position you are applying for. Please refer to vacancy list:
   Consumer of Services or Concerned Citizen

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
   (If applicable, please refer to vacancy list.)

4. Which Council district do you live in?
   ( ) One ( ) Two ( ) Three

5. Are you a US citizen?
   ( ) Yes ( ) No

6. Are you registered to vote in Whatcom County?
   ( ) Yes ( ) No

7. Have you ever been a member of this Board/Commission?
   ( ) Yes ( ) No
   If yes, dates:
   __________________________________________________________________________

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   ( ) Yes ( ) No
   If yes, please explain:
   __________________________________________________________________________

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

10. Please describe why you're interested in serving on this board or commission:
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

References (please include daytime telephone number):
   __________________________________________________________________________
   __________________________________________________________________________

Signature of applicant:

This is a public document. As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
9. Please describe your occupation, qualifications, professional and/or community activities, and education.

My qualifications are two-fold: personal experience with the criminal justice system and incarceration, and decades of continuous substance abuse recovery and community advocacy for mental illness, chemical dependency and criminal justice.

My personal experience as a “consumer” is all in the 1980s. I spent more than 75 days in the Whatcom County Jail and more than 180 days in custody of the Department of Corrections. I have been continuously abstinent and active in a 12-step recovery program since May 1, 1990. I have not had any criminal record or convictions for more than a decade as I successfully met criteria for my convictions to be dismissed.

Qualifications are as follows:
- Behavioral Health Revenue Advisory Committee Member and Chairperson for four years (1/10 sales tax) – (5 years)
- Whatcom County Substance Abuse Advisory Board Member (4 years)
- Whatcom County Public Defense Advisory Committee Member (4 years)
- City of Bellingham, Budget Advisory Committee Member – (3 years)
- Board of Directors Member, Foundation For Recovery, Las Vegas NV (www.forrecovery.org)
- Whatcom County CASA (Court Appointed Special Advocate) – (2-years)
- CASA Keynote Speaker for Michigan CASA, Montana CASA, Washington CASA annual conventions (2014)
- Adoptive single parent of three former foster children
- Author and Lecturer of One Kid at a Time as Jake Dekker (Book about foster care, adoption and the child welfare system)
- 25-years of continuous leadership positions in 12-step recovery organizations.

10. Please describe why you’re interested in serving on the board of commission:

My experience as an advocate, consumer and child welfare advocate gives me a unique and valuable perspective to the issues in our community regarding criminal justice, substance abuse and mental health. As a social
liberal and fiscal conservative I believe it is wise to divert citizens from jail, when doing so doesn’t place our community at risk. It is better to work with an individual with a behavioral health problem before they are incarcerated than to rely on corrections staff to attempt to help them, and if they are incarcerated we need a jail facility that is humane.

REFERENCES

Bill Elfo, (360) 676-6650
Barbara Brenner, (360) 676-6690
Ken Mann, (360) 676-6690
Ann Hovenier, (360) 734-8444
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Byron Manering

Date: 7/13/15

Street Address: 1452 Grant St

City: Bellingham

Zip Code: 98225

Mailing Address (If different from street address): 1231 N. Garden St #200

Day Telephone: 360.734.4671 Evening Telephone: 360.305.7035 Cell Phone: Same

E-mail address: bmanering@brigidcollins.org

1. Name of board or committee—please see reverse:

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.)

4. Which Council district do you live in?

5. Are you a US citizen?

6. Are you registered to vote in Whatcom County?

7. Have you ever been a member of this Board/Commission?

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?

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.

SEE ATTACHED

10. Please describe why you’re interested in serving on this board or commission:

WORK AND PERSONAL INTEREST WILL BRING: A CHILDREN AND FAMILY PERSPECTIVE; VICTIM RIGHTS PERSPECTIVE; INMATES AS PARENTS PERSPECTIVE.

References (please include daytime telephone number): Andy Stampley 734-4616 x 75

Pete Wolkin 360.319.6536

Signature of applicant:

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BYRON G. MANERING
1452 Grant Street Bellingham, WA 98225
(360) 305-7035 bmanering@brigidcollins.org

NON-PROFIT EXECUTIVE DIRECTOR

Builder of strong and effective leadership teams focused on generating positive outcomes through innovation, evaluation and celebration. Develops a culture of success through a commitment to quality assurance, personal responsibility, and acknowledgement. Brings vision and practicality together to create synergy and change in community systems and internal operations. Skilled at facilitating teams of people, programs and organizations to realize endless possibilities for improvement and change.

Key Qualifications:
- Non-profit vision and strategic planning
- Program development
- Risk management
- State and community strategic planning
- Fundraising
- Organizational competencies for Evidence Based Practices
- Organizational development
- Budgeting and financial management
- Mergers and acquisitions
- Board and committee leadership
- Human resources and compensation plans

M.S.W., University of Washington, 1991
B.A. Psychology, University of Tulsa, 1983

BRIGID COLLINS FAMILY SUPPORT CENTER, BELLINGHAM, WA
Executive Director, Child Abuse Treatment & Prevention. February 1994 – present

Responsible for building a highly successful leadership team resulting in organizational growth from serving 97 families with two programs to serving 1700 families with 15 programs; increased annual budget from $125,000 and four staff to $1.8 million and 29 employees; and completed the $2.1 million purchase of a 15,000 square foot family support center and opening of a 1200 square foot satellite office.

Developed a multi-disciplinary response to child abuse and opened Children’s Advocacy Centers in two counties. Established the organization as a state leader in Evidence Based Practices creating a service menu of 12 EBP’s for families to choose from. Initiated state wide support and funding for EBP’s and developed statewide quality assurance standards.

Developed statewide models for Regional Crime Victim Service Centers; Foster Care Assessment Program; and, Identification, Investigation, and Prosecution of Child Abuse Involving Children with Special Health Care Needs. Developed innovative online multi-agency client centered case tracking program.

Directs the development and ongoing management of all agency activities including programs, management, budgeting, contracting, fundraising, human resources, community relations and board of directors.

Boards and Committees
Washington State Positive Parenting Program (Triple P)- Chair. 2008-09.
BYRON G. MANERING

Boards and Committees (continued)

UW School of Law-Court Improvement Training Assoc., Whatcom County Table of Ten. 2008-09.
UW School of Law-Court Improvement Training Assoc., Skagit County Table of Ten. 2008-09.
DSHS Children, Youth & Families Advisory Committee – 1998-09. Chair, 2002-05.
Chronic Neglect Prevention Task Force - 4 years. Steering Committee and Facilitator.
Domestic Violence Task Force Community Services Committee - 1995-02.
Child Behavioral and Mental Health Assessment Project - Steering Committee and Facilitator. 2004.
Child Abuse Prevention Association of WA Conference 1995 - Co-Chair and Moderator.
Whatcom County Community Network - 1998-09. Chair 1999-01, 2008-09
FEMA, Emergency Food and Shelter Board - 2001-09.
Community Economic Development Advisory Committee - Chair 2001-02.

VOLUNTEERS OF AMERICA OREGON, INC., PORTLAND, OR
Program Director, SE Child Care Center. August 1991 - January 1994
- Managed social service oriented child care program for 89 children.
- Increased client revenues by 36%.
- Developed and maintained program budget of $591,000.
- Chair of the Multnomah County OACCD.

FRIENDS OF YOUTH, ISSAQUAH, WA
- Provided case management, client history intakes, and case plans.
- Maintained therapeutic milieu.
- Supervised and trained Youth Care Workers.

SNO-ISLE REGIONAL LIBRARY SYSTEM, MARYSVILLE, WA
Program Coordinator (Supervisor), Outreach. June 1988 - December 1989
Public Services Assistant III. May 1986 - May 1988
Senior Library Associate (Temporary). November 1987 - Feb 1988

NORTH SEATTLE YMCA, SEATTLE, WA
Lead Counselor, school aged child care. August 1985 - April 1986

TULSA CITY-COUNTY LIBRARY SYSTEM, TULSA, OK
Library Assistant, Children's Outreach. July 1984 - August 1985
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Amy Mann
Street Address: 2701 Humboldt Street
City: Bellingham
Mailing Address (If different from street address):
Day Telephone: (360) 972-4038
E-mail address: amy.kahn.2015@gmail.com

Date: 7/23/2015

1. Name of board or committee—please see reverse:
   Incarceration Prevention & Reduction Task Force

2. You must specify which position you are applying for.
   Concerned citizen, 2-year term

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.)
   Yes ( )
   No ( )

4. Which Council district do you live in?
   ( ) One ( ) Two ( ) Three

5. Are you a US citizen?
   Yes ( )
   No ( )

6. Are you registered to vote in Whatcom County?
   Yes ( )
   No ( )

7. Have you ever been a member of this Board/Commission?
   Yes ( )
   No ( )

   If yes, dates: ____________________________

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   Yes ( )
   No ( )

   If yes, please explain: ____________________________

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

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   Attached

10. Please describe why you’re interested in serving on this board or commission:

       Attached

   References (please include daytime telephone number): Attached

   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.
Re: Application for Appointment to Incarceration Prevention and Reduction Task Force

Additional Information

#9. Please describe your occupation, qualifications, professional and/or community activities and education.

I have a BA in political science and a JD from NYU Law School. I conducted my legal clinical work with the Legal Aid Society, representing misdemeanants in New York City criminal court. I previously worked at the Smith Richardson Foundation, administering grants to support research in public policy and criminal justice reform. I currently manage commercial and residential real estate in Whatcom County.

#10. Please describe why you're interested in serving on this board or commission.

Leaders at all levels of government agree that the US incarcerates too many of our own people. As we plan for a new jail, it's the right time for Whatcom County to explore all incarceration reduction strategies. I'd like to help our community save money and be safe, by ensuring that we lock up those – and only those – who are truly dangerous. I think the right programs and reforms can identify people who will benefit from diversion strategies, enabling them to be permanently removed from the cycle of incarceration. I am willing and excited to help gather information, learn from experts, analyze existing information, and help inform the public about these issues.

References:
Jaylia Lewis (360) 303-3204
Jean Martheleur (360) 383-6899
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Moonwater

Street Address: 1463 Country Lane

City: Bellingham

Mailing Address (if different from street address): Same

Day Telephone: 360 670 0127 Evening Telephone: N/A Cell Phone: 360 440 3340

E-mail address: director.of. whatcomdvc.org

1. Name of board or committee—please see reverse:

   Evacuation Prevention and Reduction Task Force

   Community Action Agency Representative

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?

   (X) yes ( ) no

   If yes, please explain: I am the exec. director of the Whatcom Dispute Resolution Center & we contract w/ the County

   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.

   See attached

10. Please describe why you're interested in serving on this board or commission:

     See attached

References (please include daytime telephone number):

Signature of applicant: Moonwater

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July 17, 2015

Whatcom County Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225

Council Members,

It is my honor to submit my application for consideration for the Incarceration Prevention and Reduction Task Force. As the Executive Director of the Whatcom Dispute Resolution Center (WDRC), I believe there is much I will be able to add as a Community Action Agency Representative.

With a mission of providing and promoting constructive and collaborative approaches to conflict through mediation, training, facilitation, and community education, the WDRC has a rich 23 year history of serving Whatcom County. Our programs and services touch the lives of many – from youth participating in diversion programming, to parents experiencing divorce, to individuals wanting to build their communication skill set. Our services are assisting schools to reduce out of school suspensions, helping parents stay connected to their children, and complimenting those provided by the Courts - successfully serving to divert cases off the dockets, saving the courts time and resources, and empowering community members to resolve their own disputes effectively.

There is a natural alignment with our services and the intent of this task force. The WDRC understands the value of restorative justice, and currently offers a host of restorative practices to the community and our local schools. We have experimented with adult restorative practices and are interested in exploring how we could further support the expansion of these and similar practices throughout the community.

As a member of Resolution Washington, the National Association for Community Mediation, and the Association for Conflict Resolution, we are well situated and connected to programs across the state and country that are tackling the same issues and concepts we are grappling with in Whatcom County.

I would be pleased to support the work of the task force, offer insight and expertise where I can, and help move this important work forward. Thank you in advance for your consideration of my application. I can best be reached at director@whatcomdrc.org or 360/676-0122 x 110. I look forward to hearing from you.

Warm regards,

Moonwater
Executive Director
**Moonwater**
1463 Country Lane
Bellingham, WA 98225
(w) 360/676-0122 x 110
(c) 360/440-3340
director@whatcomdrc.org

**EDUCATION**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree</th>
<th>Location</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seattle University</td>
<td>Master of Public Administration</td>
<td>Seattle, WA</td>
<td>June, 2005</td>
</tr>
<tr>
<td>Whitman College</td>
<td>Bachelor of Arts in Psychology</td>
<td>Walla Walla, WA</td>
<td>May, 1998</td>
</tr>
<tr>
<td>Instituto di Lingua Moderna</td>
<td></td>
<td>Milan, Italy</td>
<td>Spring, 1997</td>
</tr>
</tbody>
</table>

**PROFESSIONAL EXPERIENCE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Institution</th>
<th>Location</th>
<th>Position</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/05-Present</td>
<td>Whatcom Dispute Resolution Center</td>
<td>Bellingham, WA</td>
<td>Executive Director</td>
<td>Responsible for overall agency management; including hiring and management of 7 staff, numerous contractors, and annual engagement of 100 volunteers, policy development and implementation, fiscal oversight, accounting and tax preparation, program development and oversight, fund development, event coordination, donor relations, volunteer coordination, case management, training, facilitation, mediation, and community education services. Support Board of Directors to develop and implement a strategic plan, build relationships with funders, City and County officials and other stakeholders to ensure actualization of mission. Provide direct service, including 40 hour professional mediation training course, conflict resolution workshops, and custom training and facilitation services for local city and county government leadership and departments, as well as numerous other workplace clients, including local tribes, nonprofit organizations, community associations, and local colleges and universities. Mediate family, foreclosure, workplace and community disputes. Conduct public outreach presentations. Design and deliver a broad range of ADR related custom curricula. Develop and manage multiple contracts with local courts, state agencies, and community partners and funders. Oversee training program for mediation practicum students, ensuring compliance with best practices and standards. Build and nurture relationships with statewide DRC partners organizations, other local nonprofit partners and service providers, schools, and associations.</td>
</tr>
<tr>
<td>1/09-3/09</td>
<td>Western Washington University</td>
<td>Bellingham, WA</td>
<td>College of Business and Economics, Lecturer</td>
<td>Course instructor for Human Resource Management class focused on workplace mediation</td>
</tr>
<tr>
<td>10/99-8/06</td>
<td>Washington Campus Compact</td>
<td>Bellingham, WA</td>
<td>Director of Student Engagement</td>
<td>Responsible for the overall direction of Washington Campus Compact’s student engagement efforts, linking college students with service opportunities - including both the statewide Campus Connections program, and 7-state regional Students in Service AmeriCorps programs (2000+ participants); co-authored successful $225,000 grant; authored successful grant for fulltime staff member through the Points of Light Foundation; supervised 2 full-time staff, 3 student staff, and 35 AmeriCorps members on 13 campuses; developed and managed $379,000 budget; managed contracts with state and federal agencies, and subcontracts with higher ed institutions; developed and implemented program policies; researched and created training curricula; developed and implemented staff evaluation plan; designed and facilitated multi day retreats for 35 participants; supported coordination of annual regional conference with 400 attendees.</td>
</tr>
</tbody>
</table>
Program Manager 9/01-9/03
- Responsible for management of the statewide Campus Connections program, and the Skagit Washington Reading Corps; researched and authored successful $154,000 grant proposal; expanded program from 15 to 35 participants; served as an Advisory Committee member for the Continuums of Service Conference; presented "Effective Partnerships" at the National Youth Leadership Conference;

Program Coordinator 8/00-8/01
- Responsibilities included program coordination for statewide Campus Reads AmeriCorps program; supervised participants on 11 campuses; expanded program from 18 to 26 participants.

Key Area Coordinator 10/99-7/00
- Responsibilities included coordination of a three county literacy program, the Washington Reading Corps, with 27 AmeriCorps and VISTA volunteers; collaborated with elementary school teachers and principals; served as primary contact between volunteers and the state funding agency.

8/98-8/99 Blue Mountain Action Council Walla Walla, WA
Walla Walla Valley AmeriCorps Member
- Responsibilities included tutoring developmentally delayed and learning disabled children; created after school tutoring program; developed and implemented behavior management schedules; co-ordinated a peer-mentoring program.

3/99-8/99 Juvenile Justice Center Walla Walla, WA
Intermittent Detention Officer
- Responsibilities included the supervision and support of juvenile offenders, monitoring the security control board, and assisting the youth with their daily routines.

ADDITIONAL EDUCATION

Present Neuroawareness Consulting Services Walla Walla, WA
Certificate Program for Legal and ADR professionals

Online

August 2013 WA State Department of Corrections/Kitsap DRC Walla Walla, WA
Victim/Offender Facilitated Dialogue Training

Port Orchard, WA

January 2013 Skagit Dispute Resolution Center Mt. Vernon, WA
Restorative Justice Victim-Offender Meetings

November 2012 ManPower Bellingham, WA
Interpersonal Communication

September 2012 Northwest Justice Project, Opportunity Council, Whatcom DRC Bellingham, WA
Foreclosure Mediation Training for Advocates

September 2012 Whatcom County Bar Association Bellingham, WA
ADR Tips for Attorneys

December 2011 Antioch University Seattle, WA
Advanced Foreclosure Mediation Training

June 2011 Department of Commerce Lynnwood, WA
Foreclosure Mediation Training

February 2011 Vigilant Counsel Bellingham, WA
Dealing with Difficult People

February 2011 Whatcom Dispute Resolution Center Bellingham, WA
Parent/Teen Mediation

September 2009 Lummi Cedar Tree Project Bellingham, WA
Restorative Circles Training

October 2009 Whatcom Dispute Resolution Center Bellingham, WA
Parenting Coordinator Training

March, 2008 Antioch University Seattle, WA
Resolving Workplace Conflict
October, 2007  Antioch University  
Mediator as Leader  
Seattle, WA  

Spring, 2007  Skagit Mediation Services & WSU extension  
40 hour Master Facilitation Course  
Burlington, WA  

June, 2006  Northwest Training Institute  
2 Day Advanced Negotiation Workshop  
Everett, WA  

July, 2001  Volunteers of America  
3 Day Domestic Relations Mediation Training  
Everett, WA  

July, 2000  National Service Leadership Institute  
7 Day Leadership, Management, & Diversity Training  
San Francisco, CA  

June, 1999  Benton Franklin Dispute Resolution Center  
5 Day Professional Mediation Training  
Kennewick, WA  

LEADERSHIP AND SERVICE  

6/11-Present  WA Secretary of State’s Charities Advisory Council  
Council Member  
Statewide  

5/06-2/09  Washington Mediation Association  
Board Member  
Statewide  

4/06-2010  Whatcom Council of Nonprofits  
Steering Committee Member, past chair  
Bellingham, WA  

2006-2010  Whatcom County Law and Justice Council  
Council Member  
Bellingham  

2/05-Present  Resolution Washington (Association of Dispute Resolution Centers)  
Past President, Vice President, and Member  
Statewide  

9/05-6/06  Leadership Whatcom  
Participant in inaugural year long program on collaborative leadership  
Bellingham, WA  

8/03-6/05  Seattle University Institute for Public Service  
President, MPA Student Association  
Seattle, WA  

9/98-2/05  Whatcom Dispute Resolution Center  
Volunteer Mediator  
Bellingham, WA  

9/98-2/05  Northwest Youth Services /Juvenile Services  
Member of the Community Accountability Board  
Bellingham, WA  

5/98-8/99  Walla Walla Juvenile Detention Center  
Member of the Diversion Board.  
Walla Walla, WA  

HONORS  

5/13  Whatcom County Bar Association  
Liberty Bell Award  
Bellingham, WA  

9/02-6/05  Seattle University  
• Commencement Speaker  
• Member, Pi Alpha Alpha Honor Society  
• Member, Alpha Sigma Nu Honor Society  
• Recipient, Governor John Spellman Leadership Scholarship  
Seattle, WA  

9/94-5/98  Whitman College  
• Outstanding Contributions to Student Activities  
• Outstanding Contributions to Peer Counseling  
• Outstanding Contributions to Multiculturalism  
• Scholarship Improvement Award  
• Class Award for Efforts in Multicultural Awareness  
• Merit Scholarship  
Walla Walla, WA
References

*N.F. Jackson*, former Superior Court Administrator & WDRC Board Member, 360.961-1440

*Terra Nevitt*, WA State Access to Justice Board Coordinator & Colleague 360.224.6016
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Irene R. Morgan  Date: 6-15-15
Street Address: 1258 E. Pole Rd
City: Everett, WA  Zip Code: 98207
Mailing Address (if different from street address): 
Day Telephone: 354-5653  Evening Telephone:  
Cell Phone: 
E-mail address: Impace@comcast.net

1. Name of board or committee-please see reverse:  

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? (If applicable, please refer to vacancy list.)  

4. Which Council district do you live in?  

5. Are you a US citizen?  

6. Are you registered to vote in Whatcom County?  

7. Have you ever been a member of this Board/Commission?  

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?  

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:  

References (please include daytime telephone number):  

Signature of applicant: 

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Restorative Community Coalition
P. O. Box 31026, Bellingham, WA 98228

www.restorativecommunity.com or www.whatcomrec.org
360-354-3653

Our Mission: RCC is in the business of ReClaiming Lives. We are an action oriented coalition advocating for restorative, economic, systemic and social change.

May 24, 2015

To Whom It May Concern:

I am writing to request that I be appointed to the new Whatcom County Incarceration Prevention and Reduction Task Force, representing a highly relevant community action agency.

As you may know I am founder of the Restorative Community Coalition and this population is who we serve. Since 2006, we have been researching the challenges, patterns, operations and history of our jail and prison industries to find ways that we can reduce recidivism. This includes reentry, restorative justice, job reskilling, employment opportunities, diversion, intervention and other solutions.

This is a complex societal issue, and we feel that our knowledge, findings and experience will give a perspective that is invaluable.

I can be reached at impeace2@comcast.net or 360-354-3653.

Thank you for your consideration.

Irene R. Morgan, Secretary
The Whatcom County Council is currently seeking applicants for the 11 appointed positions. To apply, applicants must meet one of the qualifications below, and complete an application. The 11 appointed members include:

1. Whatcom Alliance for Health Advancement (WAHA) representative
2. Peace Health St. Joseph’s Medical Center representative
3. Representative of a Community Health Center [Must be a Federally Qualified Health Center (FQHC)]
4. Emergency medical services (EMS) representative
   - 5. Community action agency representative, mental health provider, or substance abuse treatment provider (1)
   - 6. Community action agency representative, mental health provider, or substance abuse treatment provider (2)
   - 7. Community action agency representative, mental health provider, or substance abuse treatment provider (3)
8. Consumer of services or family member of consumer (1)
9. Consumer of services or family member of consumer (2)
   - 10. Concerned citizen (1)
   - 11. Concerned citizen (2)

In addition, 12 permanent members include:

- Tyler Schroeder, County Executive Representative
- Ken Mann, County Council
- County Sheriff
- Prosecuting Attorney
- Angela Anderson, Public Defender Representative
- Superior Court or District Court
- Bellingham City Council Member
- Bellingham City Attorney, Municipal Court, or Police
- Small Cities Caucus
- Tribe
- Anne Deacon, Health Department, Human Services Division
- North Sound Mental Health Administration Executive Director

Vacancies

See the Vacancies List

Term Limit

There are no term limits
July 6, 2015

Whatcom County Council
311 Grand Avenue
Bellingham, WA 98225

Dear Council Members:

My name is Don Kirchner, and I am writing to you in reference to Irene Morgan, who is applying to you for membership on your planned Incarceration Prevention and Reduction Task Force. As someone who has worked in Former Prisoner Reentry and Aftercare for over 25 years, and worked for several years with Irene in forming and operating her Restorative Community Coalition over eight years ago, I feel confident that I am qualified to recommend her selection.

Irene, as you may know by now, has lived in Whatcom County most of her life and has dedicated much of her adult life to assist less-fortunate and at-risk individuals in creating better lives and futures, most of which she has done at her own expense and with great sacrifice of her time and personal resources. Of the literally hundreds of people with whom I have worked and dealt on both sides of the bars in correctional work, I have not encountered anyone more dedicated nor determined to bring about the highest and best resolution and outcome on both sides of criminal justice work than she has.

As I believe you each well know by now, studies show that more and larger jails and prisons are not solving the problem of criminal behavior. My own experience first-hand with criminals of all types and levels of security have shown consistently that in the majority of cases, efforts by communities to redirect behavior and assist with education, shelter, food and employment are far more effective in reducing crime and creating safer communities.

I could not recommend anyone more highly than I do Irene Morgan. You and the people of Whatcom County will be well-served.

Sincerely,

Donald E. Kirchner
Don Kirchner
Founding Director
Kenneth B. GASS MD, FAAP  
2107 EVENING STAR LANE  
BELLINGHAM, WASHINGTON 98229-4164  

July 15, 2015  

To whom it may concern:  

As a retired community pediatrician, advocate for families, children and youth, and current Bellingham school board member I am writing to support Irene Morgan’s selection to the Whatcom County Incarceration Prevention and Reduction Task Force. In her role as a community counselor, I have worked with Irene for over 22 years on community non-profits and task forces.  

As reported in the *Bellingham Herald*, a quote attributed to Whatcom County Human Services Manager Anne Deacon stated that, “About one out of five people booked into the county jail have ‘a serious and persistent mental illness’ and about nine out of 10 have ‘current or very recent’ drug or alcohol use.” The community needs not just a new facility to treat our mentally ill and drug addicted citizens, but also new preventive approaches that start with our families and schools.  

For nine years Irene Morgan has been a steadfast advocate for both alternatives to incarceration and for restorative justice programs that support former prisoners to rebuild their lives and break the return to prison cycle. Irene has researched the failures of our incarceration system and successful alternatives employed across the state and nation. She has spoken up in the community and at County Council meetings for our voiceless and poorly served citizens to oppose our current justice and incarceration system.  

Irene will bring to the Incarceration Prevention and Reduction Task Force her extensive knowledge of the current incarceration system and the alternatives; her knowledge of our current community programs serving the mentally ill and drug addicted; and her independence from existing agencies and political organizations.  

Sincerely,  

[Signature]  

Kenneth B. Gass, MD  
360-393-2612  
agassk@aol.com
214 Bayside Road  
Bellingham, WA 98225  
July 13, 2015  

Whatcom County Council  
311 Grand Avenue  
Bellingham, WA 98225  

Honorable Council Members:  

I write to support the application of Irene Morgan for a position on the Incarceration Prevention and Reduction Task Force.  

I have known Irene since 1998 when, as a League of Women Voter member I worked on the issue of felon re-entry into their community. I have stayed tuned to her activities as I have served several Indian tribes as a judge and was searching for alternatives to incarceration.  

Her holistic approach to issues related to the criminal justice system is unusual and much needed if we are to actually reduce incarceration and prevent recidivism. Fairness and justice are inherent in her approach. The issue of mental illness is huge and must be addressed rather default to punishment, which can exacerbate the illness. Few individuals in the community understand or have the desire to be involved in the many perspectives as Irene.  

Our community needs the voice of Irene when the potential of improvement is real. I trust this Council to seek improvement. Irene, likewise, is so willing to share her knowledge and energy. We need her at the table as we move forward with a new jail.  

Thank you for creating this Task Force, and for considering Irene as a member.  

Sincerely and respectfully,  

[Signature]  

Robbi Ferron
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Robert D Riesenberg
Street Address: 1301 Tholen Dr.
City: Lynden, WA
Mailing Address (if different from street address):
Day Telephone: __________________________ Evening Telephone: __________________________ Cell Phone: 360-570-4804
E-mail address: brdriesenberg@comcast.net

Date: July 13, 2015

1. Name of board or committee—please see reverse: Incarceration Prevention & Reduction Task Force
2. You must specify which position you are applying for.
   Please refer to vacancy list.
   Concerned citizen

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?
   (X) One ( ) Two ( ) Three

5. Are you a US citizen?
   (X) yes ( ) no

6. Are you registered to vote in Whatcom County?
   (X) yes ( ) no

7. Have you ever been a member of this Board/Commission?
   ( ) 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?
   (X) yes ( ) no

If yes, please explain:

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

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   Faculty member of Whatcom Community College for 23 years

   Teach Abnormal Psychology, Master of Social Work degree, 10 years as on-call (1992-0)

   Social worker at St Joseph Mental Health Unit, 9 years with USPHS Indian Health Service

(1968-78)

10. Please describe why you’re interested in serving on this board or commission:

    I have been involved with mental health care, crisis practitioners, or educator for over 40 years. I recognize the serious issue of mental health disorders in a large percentage of these accepted. I wish to contribute to improving the

References (please include daytime telephone number):

   Kaythi Hoyano-Brown, Pres., Whatcom Community College, 383-3310
   Ed Harris, Dean of Instruction, WCC 383-3320

Signature of applicant: Robert D Riesenberg

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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Heidi Robbins
Street Address: 3850 Airport Drive
City: Bellingham
Mailing Address (if different from street address): N/A
Day Telephone: 360 318 5929
E-mail address: heidirobbins@seamar chc.org

Date: 7/23/15

Incarceration Prevention and Reduction Task Force
FQHC/Community Health Center Representative

1. Name of board or committee—please see reverse:

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.) (X) yes ( ) no

4. Which Council district do you live in? ( ) One (X) Two ( ) Three

5. Are you a US citizen? (X) yes ( ) no

6. Are you registered to vote in Whatcom County? (X) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) 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? (X) yes ( ) no
   If yes, please explain: Seamar contracts w/Whatcom Co for substance abuse treatment

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.

Program Manager at Seamar BH - Bellingham, Licensed Marriage & Family Therapist
Education: BA in Psychology, MS in Marital & Family Therapy, MBA in Healthcare Administration

10. Please describe why you’re interested in serving on this board or commission: Many Seamar clients and family members of clients) are affected by incarceration. The ripple effects of a criminal record affect individuals in profound and significant ways. This taskforce sounds like a positive effort to address this issue in the local community.

References (please include daytime telephone number):
   Katherine Scott - 360 680 0580
   Charles Watkins - 360 784 5458

Signature of applicant: [Signature]

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Linda Santini

Street Address: 2112 Vining Drive

City: Bellingham

Mailing Address (if different from street address): —

Day Telephone (360) 671-3079  Evening Telephone: Same  Cell Phone: —

E-mail address: Linsant 99 D Gmail.com

Date: July 10, 2015

1. Name of board or committee—please see reverse: Incarceration Prevention/Reduction Task Force

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) ☑ yes ( ) no

4. Which Council district do you live in? ☑ One ( ) Two ( ) Three

5. Are you a US citizen? ☑ yes ( ) no

6. Are you registered to vote in Whatcom County? ☑ yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes ( ) no

If yes, dates: ________________________________

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes ( ) no

If yes, please explain: ________________________________

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

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.


10. Please describe why you’re interested in serving on this board or commission: I have many years of experience in helping loved ones with psychiatric problems. I would like to help our county reduce the recidivism rate of our mentally ill inmates.

References (please include daytime telephone number): Michael & Rosa Hoegland 733-4935

Greg Stern, MD 676-6724  Naomi Rudo-Stern 647-2076

Signature of applicant: Linda Santini

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Max D. Whipple
Street Address: 2762 Haynie Rd
City: Custer
Zip Code: 98240
Mailing Address (if different from street address): Same
Day Telephone: 360-590-2365 Evening Telephone: Same Cell Phone: Same
E-mail address: mxwhipple@yahoo.com

1. Name of board or committee-please see reverse:
   Incarceration Prevention/Reduction Task Force
   Community Action Agency Board Member orervisor

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
   (If applicable, please refer to vacancy list.) ( ) yes ( ) no

4. Which Council district do you live in?
   ( ) One ( ) Two ( ) Three

5. Are you a US citizen? ( ) yes ( ) no

6. Are you registered to vote in Whatcom County?
   ( ) yes ( ) no

7. Have you ever been a member of this Board/Commission?
   ( ) yes ( ) no
   If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   ( ) yes ( ) no
   If yes, please explain:

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

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

See Attached

10. Please describe why you're interested in serving on this board or commission:
    Represent Private Treatment Provider

References (please include daytime telephone number): See Attached

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.
Max D Whipple RN-BC PMHN CARN CDP
Owner Belair Clinic

Summary of experiences and qualifications

**Medical Supervisor/Owner**
Belair Clinic, Bellingham Washington. 2008 to present

**Registered nurse on medical telemetry unit**
Providence Hospital, Everett Washington 2003 to 2005
Provided nursing services to cardiac monitored patients with multisystem failure

**Registered nurse in temporary agency**
Clinical Options, Seattle Washington 1997 to 2003
Provided care to a diverse patient population in numerous hospital and clinical settings including medical surgical, cardiac telemetry, post anesthetic care unit, intermediate care unit, emergency and rehabilitation medicine.

**House Wide Charge Nurse**
Group Health Central Hospital, Seattle Washington 2000 to 2002
Provided supervisory services for urgent care, mother baby unit, labor and delivery, level II neonatal intensive care unit, day surgery and 23 hour observation unit.

**Post Anesthetic Care Unit Nurse**
Seattle Surgery Ctr., Seattle, WA 1998 to 2003
Delivered nursing care to general and spinal anesthesia patients in recovery from surgery as well as certified to administer conscious sedation protocol.

**Medicare Nursing Supervisor**
Edmonds rehabilitation and Care Ctr., EDMONDS, WA 1996 to 1997
Directed and supervise skilled and non-skilled nursing personnel.

Christian Healthcare Center 1992 to 1996
Medication Nurse

Edmonds rehabilitation and care center 1991 to 1992
Medicare medication nurse

Additional information

Board-Certified Psychiatric Mental Health Nurse
Certified Addiction Registered Nurse
Chemical Dependency Professional

Represented Washington State Independent Outpatient Providers in Rule committee meetings in Olympia for new ACA Language

Member of American Psychiatric Nurses Association
Member of American Association of Neuroscience Nurses
Member of Local WAHA substance abuse treatment advisory group
EMT and volunteer firefighter with district 13 from 1995 to 1996
Grew up in Whatcom County and graduated from Lynden high school 1983
Father was a policeman in Lynden

References
Peggy Miller (Whatcom County District Court Probation) 676-6708
Greg Bauer (Former Washington State Chemical Dependency Association President) (360) 658-1388
Bob Malphrus (Dept. Chair Human Services Skagit Valley College) 360.416.7704
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Deborah L Zoutendyk
Street Address: 1200 Lincoln St #101
City: Bellingham
Mailing Address (if different from street address): Same as above
Day Telephone: 360-733-5708 Evening Telephone: 360-733-57080 Cell Phone: 360-920-2998
E-mail address: debbiezoutendyk@comcast.net

1. Name of board or committee- Incarceration Prevention & Reduction Task Force

2. You must specify which position you are applying for: Consumer of services or family member of consumer

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? (X) One ( ) Two ( ) Three

5. Are you a US citizen? (X) yes ( ) no

6. Are you registered to vote in Whatcom County? (X) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes (X) no

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes (X) no

   If yes, please explain: __________________________________________________________________________

You may attach a resume 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.

   See Attached Resume

10. Please describe why you’re interested in serving on this board or commission: I have family members that have mental health issues and have had contact with law enforcement. They have been housed in the Whatcom County Jail on several occasions.

References (please include daytime telephone number):
Margaret Lambert: 360-515-5368--Deborah Hawley 360-255-3434
Byron E Cooper 360-296-1218--Bob Atwood 360-739-6859--Michael Sullivan 360-325-5854

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
Profile

I am a friendly, loyal and clearly dedicated individual who has an ambition to succeed in any given environment. Although I have extensive experience in the medical industry, I love to learn and am always up to a challenge, whatever the situation.

Education

GPA 4.0 Medical Insurance Billing Certificate;

GPA 4.0 Extensive course-work in Accounting and Computer Operations;

Bellingham Technical College Bellingham, WA Associate in Nursing (1975 - 1977)
Highest scores in overall statewide Certification Examination. All courses for LPN Testing, additional courses in Pharmacology.

Bellingham Technical College Bellingham, WA Pharmacology (1977-1978)

Work Experience

• Process, Adjudicate Medicare Claims for payment. Pricing and adjudicating VA claims for payment. Calling Providers, reactivating of inactive providers, Calling Policy Holders for additional information. Intradepartmental training use of copy, fax, scanners. Proficient in Microsoft Office, Power Point, assorted Data Base Software

City/Yellow Cab, Contractual Biller (Jul 1998 - Dec 2004)
• Imported scheduled daily rides, added call in rides for 2 separate agencies. Audit, billed daily transportation vouchers. Aided in the set up and Internet billing for 2 separate transportation vendors.

• Audited daily billing reports, patient accounts and weekly statistical reports. Responsible for banking transaction and receipts. Posting of Medicare remittance advices. Provided general data entry for entire agency in both Whatcom and Skagit County.

Option Care, Biller (Apr 1996 - May 1996)
• Billing of Respiratory Supplies provider to Clients. Posting of Insurance receipts. Data Entry, Obtain Certificate of Medical Necessity from Doctors’ Offices.

• Organized and set up data files: revised and updated volunteer guideline manual, with cross reference of all files. Computer work with the annual "Jingle Bell Run."

St Luke’s General Hospital (July 1978-June 1982
• Patient care on Medical, Surgical, Pediatrics, Mental Health Units. Medication Nurse on Medical and Surgical Unit.
Experience, qualifications and community activities:

I have 27 years of experience assisting my youngest son who has received extensive mental health services in Whatcom County. He was diagnosed at age 6 with “Stress” and later diagnosed with Schizoaffective Disorder, PTSD and Bipolar Disorder. He began to have police contact in 2001. He has been in 5 different psychiatric hospitals. In addition, he spent much time in Whatcom County Jail as well as time in Stafford Creek Correctional Center, McNeil Island, Washington State Penitentiary, Monroe SOU (Phoenix Program) This program was a pilot program designed for those with severe mental health conditions. He benefitted greatly from this program and has managed to stay out of prison for over two years. Had he not been enrolled in this program he would be back in prison today or dead. I was involved with my son during his stay in the Phoenix program where during visits, we would discuss what was working and what was not. During this time my son was finally able to admit that he had mental health issues and would make it known to me that he would let others know when he heard voices and was able to finally develop trust in others, realizing others were there to help him.

I have spent a good part of my life dealing with my sons serious and often life-threatening mental health issues. My son and I have had extensive experience with different mental health providers in Whatcom County. In addition I have spent years trying to help my son with his mental health issues while he was in jail and in various prisons.

My other son was diagnosed at 13 years old with schizophrenia with paranoid tendencies. He spent a lot of time in juvenile detention in Whatcom County He also was incarcerated in Maple Lane, JRA facilities and Echo Glen Juvenile Prison. He is currently serving his third prison sentence as an adult at Stafford Creek Correctional Center with a tentative release date of 2028.

Others tell me they have never heard of anyone who has been through as much as I have with mental health issues with my sons. I feel very qualified for this position and know that I have much to contribute.
<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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<tr>
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<td>SW</td>
<td>07/23/15</td>
<td></td>
<td>08/04/15</td>
<td>Introduction</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>9/15/15</td>
<td>Hearing</td>
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<tr>
<td>Dept. Head:</td>
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<td></td>
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<td>07/27/15</td>
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<td>BB</td>
<td>7/27/15</td>
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**TITLE OF DOCUMENT:** Adopt a resolution to sell surplus property

**ATTACHMENTS:** Resolutions & list of property to be declared surplus

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) YES ( x ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( x ) YES ( ) NO</th>
<th>Requested Date:</th>
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</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) YES ( x ) NO</td>
<td></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.)

The attached list of equipment has been determined to be surplus and available for disposal by public auction. The Council may find by resolution, following a public hearing that it is in the public interest to sell the property.

**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.
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING
THE SALE OF WHATCOM COUNTY SURPLUS PROPERTY
PURSUANT TO WCC 1.10

WHEREAS, a public hearing was held on ____________, 2015 to discuss the sale of Whatcom County property; and

WHEREAS, it was determined to be in the best interest of Whatcom County to sell the property listed in Exhibit "A" and such property shall be sold by public auction after August 2015, subsequent to compliance with the notice requirements of WCC 1.10.200: and

NOW THEREFORE BE IT RESOLVED that the property listed in Exhibit "A" be sold at public auction after August 2015 pursuant to the notice requirements of WCC 1.10.200.

APPROVED this ____________ day of ____________, 2015

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____________________________
Carl Weimer, Council Chair

ATTEST:

_____________________________
Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

_____________________________
Daniel L. Gibson
Civil Deputy Prosecuting Attorney
<table>
<thead>
<tr>
<th>UNIT</th>
<th>YEAR</th>
<th>MAKE</th>
<th>MODEL</th>
<th>DEPT</th>
<th>VIN #</th>
<th>EST MILES / HRS</th>
<th>COMMENTS</th>
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<td>025</td>
<td>1992</td>
<td>Ford</td>
<td>Aerostar Van</td>
<td>IT</td>
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<td>Turned In</td>
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<td>2003</td>
<td>Ford</td>
<td>Ranger S/C 4x4</td>
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<td>1FT2R15E43PB39795</td>
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<td>12TAX Tilt Trailer</td>
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<tr>
<td>088</td>
<td>2000</td>
<td>Dodge</td>
<td>Ram 1500 4x4</td>
<td>M&amp;O</td>
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<td>2001</td>
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<td>F150 7/4-Ton 4x2</td>
<td>M&amp;O</td>
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<td>144</td>
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<td>Ford</td>
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<tr>
<td>153</td>
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<td>Ford</td>
<td>Escape 4x4 Hybrid</td>
<td>ENGINEERING</td>
<td>1FMCU56908KE43543</td>
<td>172,200</td>
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<td>171</td>
<td>2002</td>
<td>Ford</td>
<td>F150 7/4-Ton 4x4</td>
<td>ENGINEERING</td>
<td>2FTRX18V42CA78653</td>
<td>185,775</td>
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<td>174</td>
<td>2003</td>
<td>Chevrolet</td>
<td>Silverado 1500</td>
<td>M&amp;O</td>
<td>1GCEK19V03E312884</td>
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<td>176</td>
<td>2003</td>
<td>Chevrolet</td>
<td>Silverado 1500</td>
<td>M&amp;O</td>
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<td>198</td>
<td>2002</td>
<td>Ford</td>
<td>F150 7/4-Ton 4x4</td>
<td>EMERG. MGMT.</td>
<td>2FTRX18VW2CA78656</td>
<td>108,924</td>
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<td>204</td>
<td>2006</td>
<td>Dodge</td>
<td>F350 1-Ton Crew Cab</td>
<td>M&amp;O</td>
<td>1FTWW30566EA19606</td>
<td>155,642</td>
<td>Already Replaced</td>
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<td>211</td>
<td>2001</td>
<td>Dodge</td>
<td>3500 Ram ST 1-Ton</td>
<td>M&amp;O</td>
<td>366MC36551M521053</td>
<td>189,853</td>
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<td>239</td>
<td>2004</td>
<td>Ford</td>
<td>F350 Patch Truck</td>
<td>M&amp;O</td>
<td>1FDWF33L42E03820</td>
<td>164,668</td>
<td>Already Replaced</td>
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<td>246</td>
<td>2001</td>
<td>Dodge</td>
<td>Ram 3500 - Patch Truck</td>
<td>M&amp;O</td>
<td>366MC36521M236394</td>
<td>165,114</td>
<td>Already Replaced</td>
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<tr>
<td>280</td>
<td>1999</td>
<td>Kenworth</td>
<td>T800B</td>
<td>M&amp;O</td>
<td>1KDXXO80R797800</td>
<td>291,125</td>
<td>n/a Replaced</td>
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<tr>
<td>403</td>
<td>1994</td>
<td>Boat-AJEX</td>
<td>Woonridge</td>
<td>FLOOD</td>
<td>WLG16355C969</td>
<td>n/a</td>
<td>n/a Replaced</td>
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<tr>
<td>410</td>
<td>1999</td>
<td>Zieman</td>
<td>12-Ton Trailer</td>
<td>M&amp;O</td>
<td>12CT31A26X2P20943</td>
<td>n/a</td>
<td>n/a Replaced</td>
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<tr>
<td>431</td>
<td>1987</td>
<td>Bomag</td>
<td>Roller - BW12R Pneumatic</td>
<td>M&amp;O</td>
<td>101610010181</td>
<td>3,983</td>
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<td>441</td>
<td>1981</td>
<td>Ingram</td>
<td>Roller - Rubber Tired 12-Ton</td>
<td>M&amp;O</td>
<td>516774P126</td>
<td>3,634</td>
<td>Already Replaced</td>
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<tr>
<td>451</td>
<td>1987</td>
<td>Cat</td>
<td>V-30D Forklift</td>
<td>FACILITIES</td>
<td>SHB2183</td>
<td>3,085</td>
<td>n/a Replaced</td>
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<tr>
<td>502</td>
<td>1995</td>
<td>Bomford</td>
<td>Mower Head</td>
<td>M&amp;O</td>
<td>3480FA95</td>
<td>n/a</td>
<td>n/a Replaced</td>
</tr>
<tr>
<td>511</td>
<td>2009</td>
<td>US Mower</td>
<td>rotary mower (w/ #324)</td>
<td>M&amp;O</td>
<td>101576</td>
<td>n/a</td>
<td>n/a Replaced</td>
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<tr>
<td>524</td>
<td>2000</td>
<td>Bomford</td>
<td>Mower Head</td>
<td>M&amp;O</td>
<td>1395LBA50-01304</td>
<td>n/a</td>
<td>n/a Replaced</td>
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<tr>
<td>527</td>
<td>2000</td>
<td>Bomford</td>
<td>Alamo Mower</td>
<td>M&amp;O</td>
<td>1393LBA50-01332</td>
<td>n/a</td>
<td>n/a Replaced</td>
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<tr>
<td>540</td>
<td>2003</td>
<td>US Mower</td>
<td>Mower Head (2nd)</td>
<td>M&amp;O</td>
<td>10-0921</td>
<td>n/a</td>
<td>n/a Replaced</td>
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<tr>
<td>557</td>
<td>1991</td>
<td>Bomford</td>
<td>B588 Mower</td>
<td>M&amp;O</td>
<td>4205Z / 5052A</td>
<td>n/a</td>
<td>n/a Replaced</td>
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<tr>
<td>559</td>
<td>1992</td>
<td>Dand</td>
<td>Mower</td>
<td>M&amp;O</td>
<td>1D108401-RP</td>
<td>n/a</td>
<td>n/a Replaced</td>
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<td>560</td>
<td>1980</td>
<td>Dand</td>
<td>Roadrunner Mower Head</td>
<td>M&amp;O</td>
<td>1980DR</td>
<td>n/a</td>
<td>n/a Replaced</td>
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<td>3106</td>
<td>n/a</td>
<td>n/a</td>
<td>Fuel Tank - 20 Gallon</td>
<td>ER&amp;R</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a Replaced /Leaks</td>
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<td>3107</td>
<td>n/a</td>
<td>n/a</td>
<td>Fuel Tank - 75 Gallon</td>
<td>ER&amp;R</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a Replaced /Leaks</td>
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<td>3210</td>
<td>n/a</td>
<td>n/a</td>
<td>Fuel Tank - 250 Gallon</td>
<td>ER&amp;R</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a Replaced /Leaks</td>
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<td>6123</td>
<td>2002</td>
<td>Dodge</td>
<td>Intrepid</td>
<td>SHERIFF</td>
<td>283HD646V2H28706</td>
<td>117,130</td>
<td>Already Replaced</td>
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<tr>
<td>6142</td>
<td>2004</td>
<td>Ford</td>
<td>Expedition</td>
<td>SHERIFF</td>
<td>1FMJP12L44L23116</td>
<td>210,222</td>
<td>Already Replaced</td>
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<td>6174</td>
<td>2007</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>SHERIFF</td>
<td>2FAHP71W07X150327</td>
<td>136,436</td>
<td>Already Replaced</td>
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<tr>
<td>6832</td>
<td>1959</td>
<td>John Deere</td>
<td>4600 Tractor</td>
<td>PARKS</td>
<td>LV4600H26657</td>
<td>4,031</td>
<td>Already Replaced</td>
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<tr>
<td>8009</td>
<td>2002</td>
<td>Dodge</td>
<td>B3500 15 Pass. Van</td>
<td>CORRECTION</td>
<td>2B5WB35Z32K11582</td>
<td>176,482</td>
<td>Already Replaced</td>
</tr>
</tbody>
</table>
### DESCRIPTION

- Miscellaneous broken and unusable tools, parts, and supplies
- Used & unsalvageable bridge decks
- Miscellaneous inventory items (culvert, timbers, etc.)
- Miscellaneous mower items

### GENERAL FUND – SURPLUS EQUIPMENT

<table>
<thead>
<tr>
<th>UNIT</th>
<th>YEAR</th>
<th>MAKE</th>
<th>MODEL / DESCRIPTION</th>
<th>DEPT</th>
<th>PROPERTY TAG #</th>
<th>COMMENTS</th>
</tr>
</thead>
</table>

### DESCRIPTION

- Miscellaneous worn or broken office equipment & furniture
- Miscellaneous worn or broken computer components
**TITLE OF DOCUMENT:**
Ordinance establishing WCC 5.20.105, Fireworks-Special Circumstances

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

| Should Clerk schedule a hearing? | YES | 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 Whatcom County Code Section 5.20.105, Fireworks – Special Circumstances, to allow the County to prohibit the discharge of private fireworks during emergency conditions

**COMMITTEE ACTION:**
7/21/2015: Forwarded to Council for approval

**COUNCIL ACTION:**
7/7/2015: 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.
ORDINANCE NO. ________

ESTABLISHING WHATCOM COUNTY CODE SECTION 5.20.105, FIREWORKS – SPECIAL CIRCUMSTANCES, TO ALLOW THE COUNTY TO PROHIBIT THE DISCHARGE OF PRIVATE FIREWORKS DURING EMERGENCY CONDITIONS

WHEREAS, heat, dry weather, and drought-like conditions can rapidly increase fire danger; and

WHEREAS, when conditions are extremely dry, Whatcom County government may find it necessary to issue a burn ban; and

WHEREAS, in 2015, while burn bans were in effect, numerous fires were started by fireworks in Washington State and lower British Columbia; and

WHEREAS, the Council finds it to be in the best interest of public health and safety to allow Whatcom County to issue a ban on the discharge of private fireworks when a burn ban is in effect and extenuating emergency conditions exist.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 5.20.105, Fireworks – Special Circumstances, is hereby established as outlined in Exhibit A to this ordinance.

BE IT FURTHER ORDAINED that this new Code section gives the County Executive, in coordination with the County Fire Marshal and the County Sheriff, the authority to place a ban on the discharge of private fireworks when warranted.

BE IT FINALLY ORDAINED that the effective date of this ordinance shall be August 15, 2016.

ADOPTED this ___ day of ________, 2015.

ATTEST:

Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Carl Weimer, Council Chair

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

( ) Approved      ( ) Denied

Date Signed: ____________________________
EXHIBIT A
(WCC 5.20.105, FIREWORKS-SPECIAL CIRCUMSTANCES)

WHATCOM COUNTY CODE CHAPTER 5.20, FIREWORKS

5.20.105 Special Circumstances.

If/when Whatcom County issues a ban on outdoor burning or if/when other extenuating emergency conditions exist, all discharge of private fireworks may be prohibited until the ban is lifted or the emergency condition(s) are mitigated or cease to exist, at the discretion of and by order of the County Executive, in coordination with the County Fire Marshal and the County Sheriff.