WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES  Initial  Date  Date Received in Council Office  Agenda Date  Assigned to:
Originator:  SK  6/8/18  6/19/18  Natural Resources
Division Head:
Dept. Head:
Prosecutor:
Purchasing/Budget:
Executive:  6/11/18

TITLE OF DOCUMENT:
The Parks & Recreation department will present its report to Council

ATTACHMENTS:

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.)
Parks Director Michael McFarlane to present Parks & Recreation’s report to Council

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

<table>
<thead>
<tr>
<th>Originator: Matt W. Aamot</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tbody>
<tr>
<td>Division Head: Mark Personius</td>
<td>mfp</td>
<td>4-26-18</td>
<td></td>
<td>5/8/2018</td>
<td>Special Committee of the Whole</td>
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<td>5/22/2018</td>
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<td>Prosecutor: Royce Buckingham</td>
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<td>6/5/2018</td>
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<td>Executive: Jack Louws</td>
<td>TJS</td>
<td>4-30-18</td>
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</table>

TITLE OF DOCUMENT:
Council direction on Resolution 2018-015 relating to the Cherry Point Urban Growth Area.

ATTACHMENTS:

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 Whatcom County Council approved Resolution 2018-015 on April 24, 2018. This Resolution, relating to major permits in the Cherry Point Urban Growth Area, states that “The Whatcom County Council will work with staff to develop the proposed Comprehensive Plan and development regulation amendments. The proposed amendments will be reviewed by the Council’s Committee of the Whole, which will provide for public comment.”

COMMITTEE ACTION:
5/8/2018: Held in Committee
5/22/2018: Held in Committee
6/5/2018: Discussed and gave direction

COUNCIL ACTION:
5/22/2018: Held in Committee

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
PLN2018-00009

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. 2018-015

REQUESTING THE COUNTY EXECUTIVE DIRECT STAFF TO DRAFT LEGISLATION RELATING TO PROCESSING AND APPROVAL OF MAJOR PROJECT PERMITS IN THE CHERRY POINT URBAN GROWTH AREA

WHOEVER, on August 9, 2016, the Whatcom County Council adopted Ordinance 2016-031, an emergency ordinance imposing a sixty day moratorium on the filing, acceptance, and processing of all new applications for conversion of land or water, new building or structure permits, or other County permits or authorizations in the Cherry Point Urban Growth Area for new or expanded facilities whose purpose is to facilitate the increased shipment of unrefined fossil fuels not to be processed or consumed at Cherry Point; and

WHOEVER, on September 27, 2016, March 21, 2017, and September 26, 2017, the Whatcom County Council adopted interim measures (Ordinance 2016-039, Ordinance 2017-011, and Ordinance 2017-049) prohibiting the filing, acceptance, and processing of new applications for conversion of land or water, new building or structure permits, or other County permits or authorizations in the Cherry Point Urban Growth Area for new or expanded facilities whose purpose is to facilitate the increased shipment of unrefined fossil fuels not to be processed or consumed at Cherry Point; and

WHOEVER, on February 27, 2018, Whatcom County Council extended the interim moratorium on the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point Urban Growth area the primary purpose of which would be the shipment of unrefined fossil fuels not to be processed at Cherry Point; and

WHOEVER, the interim moratoria are intended to provide time for the County to assess how to improve the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point Urban Growth to better protect public health, safety, transportation, and the environment; and

WHOEVER, the County Council previously adopted Title 20-Zoning of Whatcom County Code which regulates land use within unincorporated areas of Whatcom County; and

WHOEVER, the County Council adopted the Whatcom County Comprehensive Plan on May 20, 1997, which contains goals, objectives, and policies regarding land use compatibility and environmental considerations; and

WHOEVER, the Whatcom County Council recently updated the Whatcom County Comprehensive Plan as required by Revised Code of Washington (RCW) 36.70A; and

WHOEVER, during the Comprehensive Plan review process the Whatcom County Council received many individual public comments on fossil fuel transshipment, transport, and transfer from Cherry Point related to the protection of the safety and health of Whatcom County’s environment, economy, and residents; and
WHEREAS, the County recognizes that the existing refineries have for decades been significant shippers of refined fossil fuels such as jet fuel and calcined coke used in manufacture of aluminum while providing substantial local employment; and

WHEREAS, multiple trains carrying crude oil from the Bakken formation moving through the United States and Canada have derailed and exploded causing damage to property and the environment; and

WHEREAS, on July 6, 2013, a single derailment in Quebec caused 47 fatalities and destroyed half of the downtown of Lac-Mégantic, leaving a town heavily contaminated with benzene, which are major reasons that local zoning regulations must be improved; and

WHEREAS, a unit train carrying Bakken crude traveling through Mosier, Oregon, on June 3, 2016, derailed and exploded causing damage to property and to the Columbia River, demonstrating that recently adopted state and federal policies and corporate investment intended to reduce the risks associated with oil by rail have proven insufficient to protect communities along the rail corridor; and

WHEREAS, the Washington State Department of Natural Resources has designated waters adjacent to the Cherry Point Urban Growth Area as an aquatic reserve to ensure long-term protection of this unique aquatic environment; and

WHEREAS, the United States recently lifted a ban on the export of crude oil from the country, increasing pressure on deep water ports such as Cherry Point to develop to increase the amount of fuels transported through Whatcom County that arrive at Cherry Point; and

WHEREAS, existing refineries at Cherry Point have recently increased their ability to accept crude oil by rail by constructing new rail offloading facilities to serve the refineries; and

WHEREAS, existing and proposed pipeline facilities have increased, or proposed to increase, their capacity to move crude oil, diluted bitumen, and natural gas to Cherry Point; and

WHEREAS, expansion of existing facilities for purposes receiving and shipping fossil fuels into and out of Cherry Point will increase the transport of dangerous fuels through our community and increase the risk of possible harmful emissions, train derailment, spills, explosions, and the fallout of these will pose serious threats to the community’s public health and safety, and to the local environment; and

WHEREAS, pursuant to the Washington State Constitution, the general police powers granted to counties empower and authorize Whatcom County to adopt land use controls to provide for the regulation of land uses within the County and to provide that such uses shall be consistent with applicable law; and

WHEREAS, in 2017, the Whatcom County Council entered into a contract with Cascadia Law Group for assistance in examining existing County laws and developing recommendations for recommendations about how the County may further limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, natural gas, and other fuels transported through Whatcom County to Cherry Point and shipped from the Cherry Point UGA above levels in existence as of March 1, 2017; and
WHEREAS, in 2018, a Cascadia Law Group study provided guidance on the County’s legal rights, responsibilities, and limitations regarding interpretation and application of project evaluation under Section 20.88.130 (Major Projects Permits) of the Whatcom County Code; and

WHEREAS, the above study will assist in developing proposed Comprehensive Plan amendments and associated code and rule amendments for Council consideration, and

WHEREAS, Whatcom County Council finds the public interest is best protected by a permitting process for major projects at Cherry Point that provides the County clear authority for requiring mitigation of project impacts on the community and the environment, and that provides clear requirements that project proponents assume financial responsibility for potentially hazardous activities that present risks to the community; and

WHEREAS, the Cascadia study determined that zoning codes of other local jurisdictions provide examples of discretionary decision-making criteria; and

WHEREAS, in RCW 90.58.020 the legislature found that the shorelines of the state are among the most valuable and fragile of its natural resources and that there is great concern relating to their utilization, protection, restoration, and preservation. In addition it found that increasing pressures of additional uses are being placed on the shorelines, and that that unrestricted construction on the privately owned or publicly owned shorelines of the state is not in the best public interest, and that local governments play a role in preventing harm to the state’s shorelines; and

WHEREAS, WAC 173-27-160 states that conditional use permits provide local governments flexibility in the application of use regulations in a manner consistent with the policies of RCW 90.58.020, and that special conditions may be attached to the permit by local government to prevent undesirable effects of the proposed use; and

WHEREAS, WAC 197-11-660 states that proposals may be conditioned or denied under the State Environmental Protection Act to mitigate the environmental impact, subject to limitations, and that proposal can be denied if they are likely to result in significant adverse environmental impacts that cannot be mitigated.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Council requests the County Executive have Planning staff draft code amendments to the County’s Major Project Permit Review Process, and other related zoning code, that strengthen the discretionary authority of County staff, and the County Council, with respect to processing and approving major project permits, and with respect to mitigating the impacts of proposed major projects, and with respect to mitigating changes in existing uses, in the Cherry Point UGA.

BE IT FURTHER RESOLVED that Whatcom County Council requests proposals for code and SMP amendments that protect public health, safety, and the environment, and that provide clear discretionary standards for accepting and rejecting permits. These include:

1) Require Conditional Use Permits. Require conditional land use permits, and conditional shoreline permits (per WAC 173-27-160), for certain heavy industry uses, such as new petroleum tank farms, new fossil fuel distribution facilities, additional piers, new on-site rail yards, new facilities that transfer fuel from rail cars, new rail car storage facilities, new coal storage facilities, new coal transfer facilities, and new facilities that transfer fuels
from permitted or proposed facilities across existing or proposed piers. The purpose of such
conditional use permits is:

a) To provide a process that allows flexibility in the application or regulations,
consistent with RCW 90.58.020, and to allow that conditions be attached by the County to
prevent undesirable effects of the propose use and to assure consistency of the project with
the goals in the County Comprehensive Plan, County SMP, and with treaty rights, policies of
Washington State DNR, the Army Corps of Engineers, and the Cherry Point Aquatic Reserve
Plan, and

b) To ensure the project will cause no significant adverse effects to the shoreline, to
the environment, to air emissions, to traffic patterns, and that, broadly, the public suffers
no substantial detrimental effect of the cumulative impact of the proposed project, and

c) To ensure that any use must demonstrate that it is adequately served by essential
public facilities such as highways, roads, police and fire protection, drainage facilities, water,
sewer, bridges required for rail crossings, and waste disposal, and that the agents proposing
the use shall be able to adequately provide such services.

d) To ensure the proposed facility will not create excessive additional requirements,
at public cost, for public facilities and services and that the applicant provide mitigation for
added public costs, including investment into emergency response capacity, and that
commit the applicant to compensate Whatcom County and associated jurisdictions for costs
associated with emergency responses, clean-up, mitigation, and such events that are
associated with transporting materials, by the applicant and by third parties, to and from
the permitted facility.

2) Require Master Site Planning provisions for major project permits. This would
include
a) requirements that applicants submit a fee (up front or in increments) covering the
County’s EIS review costs;

b) requiring a Development Agreement that obligates the developer to pay costs
(given a rational nexus) of all traffic, public safety, and environmental impact mitigation
identified in the SEPA review; and identified in the discretionary project review by staff and
County Council, should a Master Site Plan or conditional use be approved;

c) requiring mitigating conditions proportional with the impact of the EIS;

d) amending code to give the Planning Department and County Council the discretion
to require a bond or insurance policy (or combination of) to ensure that all development
commitments for transportation mitigation, public safety mitigation, environmental
mitigation, and other mitigation are followed through to completion and that safety hazards
to the community are insured against.

3) Review and revise SEPA policy. Review, and if needed to accomplish code
changes to advance the goals of conditional use and enhanced discretionary authority of the
county staff and County Council. SEPA provides that a project may be denied after an EIS
is completed where it is decided that adverse impacts cannot be mitigated. Code and/ or
SMP and / or Comp. Plan language must provide a clear basis for accepting proposals with
conditional requirements, and a clear basis for denial.
4) **Review and Revise Provisions for Change of Use and Occupancy.** Changes in use of existing facilities should be consistent with current code, and with code revisions requested above. Changes in use or occupancy should not result in a substantive functional change in the initial permitted use of an existing facility without being subject to discretionary authority and conditional requirements per, points 1, 2 & 3 as listed above. Code should allow staff approval of changes or occupancy or use where new uses remain consistent with current and with code adopted per this resolution. Code should also provide for a clear obligation to review and properly address, and mitigate, impacts of changes in use or occupancy of existing facilities.

**BE IT FURTHER RESOLVED** that:

- The Whatcom County Council will work with staff to develop the proposed Comprehensive Plan and development regulation amendments. The proposed amendments will be reviewed by the Council’s Committee of the Whole, which will provide for public comment.

- The proposed amendments will undergo SEPA review.

- The Whatcom County Planning Commission will hold a town hall meeting and a public hearing prior to issuing recommendations on the proposed amendments.

- The Whatcom County Council will hold a public hearing prior to adopting an ordinance relating to the amendments.

**APPROVED** on the ____th day of April, 2018.

**ATTEST**

Dana Brown

[Signature]

State of Washington

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

Rud Browne, Council Chair

**APPROVED AS TO FORM:**

[Signature]

Civil Deputy Prosecutor
TITLE OF DOCUMENT: Information on State Reimbursement for Return Postage on ballots for the Primary and General Elections 2018

ATTACHMENTS:

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 Secretary of State and the Governor have set aside $1.2M to cover the costs of return postage for ballots in the Primary and General Elections for 2018. Whatcom County’s allotment has been set at $55,677.73. We anticipate this will be more than enough to cover anticipated postage expense. No determination has been made for such reimbursement beyond 2018. We will have ballot drop boxes still available for citizens to use as well.

COMMITTEE ACTION: 

COUNCIL ACTION:

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
TITLE OF DOCUMENT: 2018 Supplemental Budget Request #8

ATTACHMENTS: Ordinance, Memoranda & Budget Modification Requests

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

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

Supplemental #8 requests funding from the General Fund:

1. To appropriate $5,000 in Sheriff to fund recreational boating safety program from grant proceeds.
2. To appropriate $33,642 in Auditor to fund splitting a Clerk III position in Elections with the Recording Division in the General Fund.

From the Whatcom County Jail Fund:

3. To appropriate $6,000 to fund kitchen ice machine replacement.

COMMITTEE ACTION:

COUNCIL ACTION:

6/5/2018: Introduced 6-0, Sidhu absent

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
ORDINANCE NO.  
AMENDMENT NO. 8 OF THE 2018 BUDGET  

WHEREAS, the 2017-2018 budget was adopted December 6, 2016; and,  
WHEREAS, changing circumstances require modifications to the approved 2017-2018 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 2017-2018 Whatcom County Budget Ordinance #2016-068 is hereby amended by adding the following additional amounts to the 2018 budget included therein:

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<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
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<tr>
<td>General Fund</td>
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<tr>
<td>Sheriff</td>
<td>5,000</td>
<td>(5,000)</td>
<td>-</td>
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<tr>
<td>Auditor</td>
<td>33,642</td>
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<td>33,642</td>
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<tr>
<td>Total General Fund</td>
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<td>(5,000)</td>
<td>33,642</td>
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<tr>
<td>Whatcom County Jail Fund</td>
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<td>6,000</td>
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<tr>
<td>Total Supplemental</td>
<td>44,642</td>
<td>(5,000)</td>
<td>39,642</td>
</tr>
</tbody>
</table>

In addition, Exhibit C – Authorized Positions in the 2017-2018 Budget Ordinance should be amended to provide for the following FTE changes:

- Transfer .5 FTE Clerk III position from Election Reserve Fund to General Fund in Auditor

ADOPTED this ___ day of _________________, 2018.

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of the Council

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Jack Louws, County Executive

Date: ____________________________

I:\BUDGET\SUPPLS\2018_Suppl\Supplemental #8-2018.docx
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<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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<tbody>
<tr>
<td>Sheriff</td>
<td>To fund recreational boating safety program from grant proceeds.</td>
<td>5,000</td>
<td>(5,000)</td>
<td>-</td>
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<tr>
<td>Auditor</td>
<td>To fund position split between Elections and Recording divisions.</td>
<td>33,642</td>
<td>-</td>
<td>33,642</td>
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<tr>
<td>Total General Fund</td>
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<td>38,642</td>
<td>(5,000)</td>
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<td>Whatcom County Jail Fund</td>
<td>To fund kitchen ice machine replacement.</td>
<td>6,000</td>
<td>-</td>
<td>6,000</td>
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<tr>
<td>Total Supplemental</td>
<td></td>
<td>44,642</td>
<td>(5,000)</td>
<td>39,642</td>
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</table>
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: May 22, 2018
SUBJECT: Supplemental Budget ID# 2605 Recreational Boating Safety Grant Increase 2018

The attached Supplemental Budget requests budget authority for the 2018 Recreational Boating Safety Grant award increase.

Background and Purpose
The Sheriff’s Office received a Recreational Boating Safety Grant Award of $16,810.69 from Washington State Parks and Recreation Commission to conduct on the water patrols during the peak boating period from March 1 through September 30, 2018 (Whatcom County Contract #201803008).

In a letter dated May 15, 2018, the Washington State Parks and Recreation Commission awarded an additional $5,000 to the Sheriff’s Office in recognition of our long term support of the Recreational Boating Safety (RBS) Program and for providing State Parks RBS program instructors to conduct basic and advanced marine law enforcement training.

Funding Amount and Source
Additional $5,000 provided by Washington State Parks and Recreation Commission, Recreational Boating Safety Federal Financial Assistance Grant, CFDA No. 97.012.

Please contact Undersheriff Jeff Parks at extension 6610 if you have any questions.

Thank you.
Supplemental Budget Request

Sheriff

Operations

**Status:** Pending

**Fund 1**  **Cost Center:** 1003512006  **Originator:** Dawn Pierce

Expenditure Type: One-Time  **Year 2 2018**  **Add’l FTE**  **Add’l Space**  **Priority** 1

**Name of Request:** Recreational Boating Safety Grant Increase 2018

![Signature](Signature)

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

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<th>Costs:</th>
<th>Object</th>
<th>Amount Requested</th>
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<td>Overtime</td>
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<td>6210</td>
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<td>Social Security</td>
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<td>6259</td>
<td>Worker’s Comp-Interfund</td>
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<tr>
<td>6269</td>
<td>Unemployment-Interfund</td>
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<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$0</strong></td>
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</table>

1a. **Description of request:**

The Sheriff’s Office will conduct additional on-the-water patrols to increase education and enforcement activities encouraging greater compliance with boating safety laws in an effort to reduce boating-related loss of life, personal injury, and property damage.

1b. **Primary customers:**

Whatcom County citizens and visitors

2. **Problem to be solved:**

The Sheriff’s Office is currently the only law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-85. The Sheriff’s Office provides recreational boating safety patrols and enforcement of both county code and state law.

3a. **Options / Advantages:**

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

3b. **Cost savings:**

Cost savings of $5,000.

4a. **Outcomes:**

Marine patrols will be conducted during the peak boating period from May to September 2018.

4b. **Measures:**

Vessel inspections will be completed and submitted to State Parks.

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

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

6. **Funding Source:**


**Wednesday, May 23, 2018**
To: Whatcom County Sheriff William Elfo
From: Washington State Parks Boating Program, Boating Law Administrator
Subject: Grant Increase for Instructor Support
Date: May 15th, 2018

In recognition of the long term support of the Recreational Boating Safety program and the fiscal, personnel, and logistic expenditures made by your agency by providing instructors to State Parks we are increasing your grant amount.

Your agency for providing instructor(s) to the State Parks RBS program will be immediately awarded an additional $5000.00 to your Federal Financial Assistance Grant. Your current grant amount of $16,810.69 is increased to $21,810.69 upon receipt of this notification. As State Parks has grown the number and types of boating courses offered it has required much more support and participation from your personnel and your agency.

This bonus amount may change from year to year based on multiple factors that the affect the Federal Financial Assistance Grants. However, it is State Parks intention to compensate your agency for actively supporting Recreational Boating Safety in Washington State by going above and beyond the commitment of their fellow agencies. Without your personnel and the support provided to them by your agency our ability to offer basic and advanced level marine law enforcement training would be severely impacted.

Please do not hesitate to email or call Hoyle Hodges 360-902-8835 hoyle.hodges@parks.wa.gov Marine Law Enforcement Coordinator if there are any questions.
MEMORANDUM

To: Jack Louws, County Executive

From: Diana Bradrick, Chief Deputy Auditor

Date: May 16, 2018

Re: Supplemental Budget Request

We are requesting a supplemental appropriation in order to split an existing FTE currently funded 100% in the Elections budget 50% in Elections and 50% in Recording. With efficiencies gained through new technology and improved workflow within Elections, we have a reduced need for staff during periods we don’t have an active election. At the same time, we have an increase in the workload within Recording due to a number of historical records projects and daily work that is slowly increasing – work that requires fully trained staff. This split will allow us to utilize staff within the Auditor’s office in a more efficient and cost-effective manner, and to correctly reflect and budget where staffing is being utilized.

We are, therefore, requesting $33,642 from the general fund for a .5 FTE in Recording. This will be offset by a reduction in general fund monies required to fund Elections.

If you have any questions, please feel free to contact me.

Encl.
Supplemental Budget Request

Auditor

Supp1 ID #: 2604  Fund: 1  Cost Center: 540  Originator: Diana Bradrick

Expenditure Type: Ongoing  Year: 2018  Add'l FTE:  Add'l Space:  Priority: 1

Name of Request: Position Split Elections/Recording

X

Department Head Signature (Required on Hard Copy Submission)  Date: 5-16-18

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<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
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<tr>
<td>6210</td>
<td>Retirement</td>
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<td>Social Security</td>
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<td>6245</td>
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<td>6255</td>
<td>Other H&amp;W Benefits</td>
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<tr>
<td>6259</td>
<td>Worker's Comp-Interfund</td>
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<tr>
<td>6269</td>
<td>Unemployment-Interfund</td>
<td>$28</td>
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</tbody>
</table>

Request Total: $33,642

1a. Description of request:
This is a request to take a position currently funded 100% out of the Elections budget and split it 50% Elections 50% Recording.

1b. Primary customers:
Customers served by the recording division for recording documents, researching the recorded document repository, or applying for a marriage license, and citizens who are voters, or potential voters in Whatcom County.

2. Problem to be solved:
Increased efficiencies through technology and improved workflow within the elections division has reduced the need for staffing during periods between active elections. At the same time, with reduced staffing within the recording division, a gradual increase in recorded documents, and major projects to get all of our records available and indexed on-line to reduce reliance on outdated microfilm the recording division needs additional help from fully trained staff. This requested FTE split allows more efficient use of staffing within the Auditors office to allow us to utilize staff resources where they are needed.

3a. Options / Advantages:
We have been using elections staff to help with the historical records indexing during down times requiring monitoring of hours used and budget adjustments to correctly account for the salaries. They also often assist at the front counter when Recording is short staffed.

The proposed option allows us to correctly reflect and budget where the staffing is being utilized.

3b. Cost savings:
There are no cost savings. This adds a .5 FTE to the general fund for Recording, but will reduce the general fund monies required to fund Elections.

4a. Outcomes:
Staff appropriately funded and accounted for in the correct division.

4b. Measures:
Completion of funding, and vacant position hired to work 50% Elections, 50% Recording.

Wednesday, May 16, 2018

Rpt: Rpt Suppl Regular
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Supp'l ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
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<tbody>
<tr>
<td>2604</td>
<td>1</td>
<td>540</td>
<td>Diana Bradrick</td>
</tr>
</tbody>
</table>

**5a. Other Departments/Agencies:**
No.

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

**6. Funding Source:**
This will be funded by the General Fund but will allow for a corresponding decrease in the General Fund subsidy transfer to the Election Reserve Fund in the future.
1a. Description of request:
This Supplemental Budget request is for the funding to replace the Downtown Jail kitchen's ice machine. The kitchen uses the ice in meal preparation and cooling on a daily basis.

1b. Primary customers:

2. Problem to be solved:
We have been informed by County Maintenance that the ice machine in the Downtown Jail kitchen has a major part that has failed and they are unable to find anyone who can repair it. The current machine is about 20 years old and has an older technology that uses water to cool the mechanical part of the machine. The part that has failed governs the amount of water needed to circulate through the mechanical cooling system. As a result, the machine is drawing almost 1400 gallons of fresh water a day to cool the machine and almost immediately dumping it into the sewer system. The machine that will be replacing the current one will be cooled by air, not water, thus eliminating this issue. If we do not replace it, we will continue drawing and wasting a significant amount of water. Facilities has obtained cost estimates for the replacement.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
Jail Sales Tax fund.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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<tr>
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<tr>
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Date Received in Council Office

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<th>Agenda Date</th>
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<td>Introduction</td>
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<tr>
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TITLE OF DOCUMENT:
Amendment No. 1 to Ordinance No. 2017-046 Establishing the Triage Center Expansion Fund and Establishing a Project Based Budget for the Triage Center Expansion Project

ATTACHMENTS:
1. Ordinance
2. Exhibit A
3. Memorandum
4. Supplemental Budget Request & Supporting Documentation

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.)

Requesting Council approval for additional budget authority of $1,000,000 to be added to the project budget for Fund 374 – Triage Center Expansion Fund. Budget will be used to fund A&E services.

COMMITTEE ACTION:

COUNCIL ACTION:
6/5/2018: Introduced 6-0, Sidhu 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. 1 TO ORDINANCE NO. 2017-046 ESTABLISHING THE TRIAGE CENTER EXPANSION FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE TRIAGE CENTER EXPANSION PROJECT

WHEREAS, Ordinance No. 2017-046 established the project budget for the Triage Center Expansion Fund; and

WHEREAS, initial funding was used for preliminary plan design and public outreach efforts to present options for either an expansion of the existing facility or a new stand-alone facility, and

WHEREAS, the Council voted in favor of a new stand-alone facility; and

WHEREAS, the next step in the process is to contract for A&E services for construction documents, contract administration, sub-consultant contracts, and other preliminary work necessary for the construction of the facility, and

WHEREAS, continued funding for this project is available from the existing North Sound Behavioral Health Organization grant,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2017-046 is hereby amended by adding $1,000,000 of expenditure authority, as described in Exhibit A, to the original project budget of $300,000, for a total amended project budget of $1,300,000.

ADOPTED this ___ day of ___________________, 2018.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Rud Browne, Chair of the Council

( ) Approved   ( ) Denied

Jack Louws, County Executive
Date: ___________________________
## EXHIBIT A

### TRIAGE CENTER EXPANSION PROJECT - 374

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MEMO TO: Jack Louws, County Executive
FROM: Rob Ney, Project and Operations Manager
DATE: May 24, 2018
RE: Supplemental Budget Request – Triage Facility Project Based Budget Funds for Architectural and Engineering Services

Requested Action

Please allow this memo to serve as a request for approval of the accompanying Budget Supplemental for spending authority for Architectural and Engineering design services for the proposed Crisis Triage Center expansion. This supplemental request will provide adequate spending authority to execute a contract with Ron Wright and Associates for these services, and allow next steps of architectural/engineering services to occur related to construction on the site.

Background and Purpose

The project based budget for this project was established in September of 2017 and established the funding provided by the North Sound Behavioral Health Organization of $2.5 million. At that time, there was adequate spending authority to begin Phase I of the Triage Center project, which included preliminary plan design and public outreach efforts. This allowed the County to hire Ron Wright and Associates to do conceptual design for preliminary feasibility of the triage facility expansion and conduct a successful public meeting on March 6, 2018.

On March 27, 2018, Deputy Executive Schroeder presented the findings from our consultant group for the expansion of the Crisis Triage Center proposed in the Iron Gate area. The two options were, 1) Expand the existing building to accommodate the program expansion, or 2) build a new stand-alone facility on the same site to accommodate the
expansion. The Council voted 6-0 in favor of Option 2 to build a new stand-alone facility on the existing Division Street site and requested the Administration to develop the next phase of Architectural/Engineering services needed to accomplish the project.

The next step in this process is to contract with Ron Wright and Associates, our design team, for construction documents, contract administration, sub-consultant contracts, and other preliminary work necessary for the construction of this facility. Staff is requesting the Council provide budget and spending authority up to the $2,500,000 from North Sound Behavioral Health Organization. It is anticipated that the next contract with Ron Wright and Associates, for the services discussed above, will be approximately $920,000.

**Funding Amount and Source**

North Sound Behavioral Health Organization has provided the County a $2,500,000 grant for this facility, and the County has executed an Interlocal Agreement to accept and utilize these funds for the Crisis Triage Facility expansion.

Should you have any questions, do not hesitate to contact me at x5387.
Supplemental Budget Request

Status: Pending

Administrative Services

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<th>Fund</th>
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<tr>
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<td>374100</td>
<td>Rob Ney</td>
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Facilities Management

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Name of Request: Triage Facility A&E Services

X

Department Head Signature (Required on Hard Copy Submission)

Date

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<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
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<tbody>
<tr>
<td>6630</td>
<td></td>
<td>Professional Services</td>
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</tr>
</tbody>
</table>

Request Total $1,000,000

1a. Description of request:
Architectural and Engineering Design Services, and utility fees associated with the Crisis Triage Center Expansion.

1b. Primary customers:
Health Department and customers and patrons of the Crisis Triage Center

2. Problem to be solved:
The need for mental health and substance abuse services is significantly increasing and the County desires to have facilities with sufficient capacity to handle this increased need.

3a. Options / Advantages:
The County explored several options, expanding the existing facility and building a new stand-alone facility. Both options were present to the Council, the Council directed staff to proceed with the stand-alone option.

3b. Cost savings:
The two options had essentially the same price for construction, however, there was a substantial time savings with new construction.

4a. Outcomes:
It is anticipated that the new facility will be under construction in the first quarter of 2019, and substantial completion is approximately 7-9 months later.

4b. Measures:
It is believed that the Health Department has statistics for this type of service upon request.

5a. Other Departments/Agencies:
none

5b. Name the person in charge of implementation and what they are responsible for:
Health Department and Facilities will implement this effort.

6. Funding Source:
North Sound Behavioral Health Grant.

Thursday, May 24, 2018
May 22, 2018

Robert Ney
Whatcom County Facilities Management
316 Lottie Street
Bellingham, WA 98225

Re: Fee Proposal and Agreement
Architectural Consulting Services – Whatcom Triage Center

Dear Rob,

This letter constitutes our Proposal for providing Architectural Design Services for the proposed Whatcom Triage Center adjacent to the Whatcom County Jail Work Center, located at 2030 Division St., Bellingham WA 98226.

Background

Our office completed feasibility work regarding the renovation and expansion of the facility in 2010. An updated feasibility study has recently been completed, establishing the program requirements and scope of work.

The conceptual design includes both a mental health and a detox unit, each to be licensed as Residential Treatment Facilities. Both facilities are intended to be designed as involuntary facilities. The design also includes a commercial kitchen, and office spaces. The Estimate of Probable Construction costs, based upon the selected conceptual design, is $7,576,876.

Scope of Services

The scope of services shall be for the complete design of the project, schematic design through occupancy of the facility.

The services to be provided, and fees for the services, are based upon the Washington State Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects. The scope of services shall be per the referenced Guidelines, except for the project phasing. The Design Development and Construction Documents phases shall be combined.
Robert Ney  
Whatcom County Facilities Management  
5/22/18

**Project Timeline**  
The scope of work for the services identified is to be completed per the attached Project Schedule.

**Proposed Fee and Agreement**  
The Agreement shall be the standard Whatcom County agreement, with applicable amendments.

The proposed fee is based upon the Washington State Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects. Using Exhibit A of the Guidelines, the fee percentage is 9.69% of the MACC. The MACC is $7,576,876. With additional consultant services, and a cost reduction for combining the Design Development and Construction Administration Phases, the proposed fee is $917,006, per the attached fee calculation summary.

Sincerely,

Ron Wright, AIA LEED™  
Principal

Attachments:  
Fee Calculation Summary  
Project Budget Worksheet  
Estimate of Probable Construction Costs  
Project Schedule  
Conceptual Design Drawings  
Washington State Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects
Whatcom Triage Center
Base Fee Calculation Summary

CONSTRUCTION
Construction Budget		MACC		$7,576,876

State Fee Schedule Calculation
Schedule A		9.69% 		$734,006

Phase Breakdown for Fee
Schematic Design	13% 		$95,420.84
Combined DD/Construction Documents	45% 		$330,302.91
Bidding and Contract Phase	10% 		$73,400.65
Construction Phase	30% 		$220,201.94
Construction Close Out Phase	2% 		$14,680.13
100% 		Total 		$734,006

Fee Adjustments
Consolidation of DD/CD Phases	($50,000)
Civil/Landscaping/Survey	$65,000
Commissioning Consultant	$25,000
LEED Consultant	$85,000
Kitchen Consultant	$30,000
Security/Communications	$15,000
DOH/CRS Licensing Approval	$8,500
Consultant Reimbursables	$4,500

Total Fee 		$917,006

Notes:
1. The base fee is determined using the Guidelines for Determining Architect/Engineer Fees for Public Works Projects. The scope of work is modified to combine the Design Development and Construction Document Phases into a single combined phase.
2. The base fee is determined based upon the percentage of the estimated cost for construction, which has been established as $7,576,876. Using Fee Schedule A, the fee percentage is 9.69%.
3. Civil Engineering and Landscape Design are not basic services under the Guidelines. These services are identified as separate fee adjustments.
4. Kitchen consultant services, security and communications, and DOH/CRS licensing coordination are separate from the base fee.
5. Services required for the LEED Certification process, including commissioning, are separate from the base fee.
6. The Basic Fee includes the following:
   A. The cost of copies and printing of documents used by the architect to perform normal services, the cost for a reasonable amount of documents used for Owner review and approval, and the cost for all documents required to obtain the building permit for the project. (The cost of printing and distribution of documents for bidding and construction use is not included in the Basic Fee.)
   B. All mileage costs associated with travel between the architect’s office and the project site (85 miles).
   C. The cost of postage and handling of submittals, correspondence, etc.
   D. The cost of consultants hired at the architect’s option to perform the Basic Services required by the contract, including structural, mechanical, and electrical engineering services.
7. The fee calculation, in accordance with the fee schedule, is as follows:

\[
\frac{90}{625 + (\text{MACC} / (5357/2418))^0.38} \times 0.38 = 9.69\% \text{ Schedule A}
\]

MACC 		$7,576,876

90/(625+(MACC/(5357/2418))^0.38) 		9.69% Schedule A
**SITE AND BUILDING CONSTRUCTION COSTS**

**CONSTRUCTION**
- Construction: $308/ft. = $7,576,876
- Construction Contingency: 10% = $757,688
- WSST: 8.70% = $725,107

Subtotal: $9,059,671

**PERMITS, FEES, TAXES, INSURANCE, BONDS**
- Building/Use Permits: $30,000
- Misc utility installation charges: $25,000
- Newcomer Development Charges: $10,000
- Geotechnical & Misc. Reports: $8,000
- Inspection /Testing: $15,000
- A/E Consultants fees: $697,006
- Commissioning Consultant: $25,000
- Balancing Services (HVAC): $10,000
- LEED Consultant Services: $85,000
- Civil Design/Landscape Consultant: $85,000
- Kitchen Consultant: $30,000
- Security/Communications Consultant: $15,000
- Project Management Costs: $150,000
- Contingency: $30,000

Subtotal: $1,215,006

**EQUIPMENT/FURNISHINGS**
- Computer System (wiring/installation): allow = $0
- Communications System: allow = $0
- Security System: allow = $0
- Misc Equip (appliances, etc.): allow = $0
- Furniture: allow = $0
- Contingency: allow = $0

Subtotal: $0

**INFLATION/CONTINGENCY**
- Escalation to June 2019: 4.00% = $410,987
- Owners Project Contingency: 2.00% = $213,713

Subtotal: $624,700

**TOTAL ESTIMATED PROJECT COSTS**
- $10,899,377
## Whatcom County Triage Center
### Estimate of Probable Construction Costs

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<td>Grading &amp; Utilities</td>
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**Subtotal** $7,516,016  
**Bonding** $60,860  
**TOTAL** $7,576,876
# WHATCOM COUNTY COUNCIL AGENDA BILL

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<td>5/29/18</td>
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**TITLE OF DOCUMENT:**
AN ORDINANCE AUTHORIZING AN INTERFUND LOAN TO CONTINUE FINANCING OF CENTRAL PLAZA BUILDING

**ATTACHMENTS:**
Proposed Ordinance
Memo

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<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( x ) NO</th>
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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.)

This ordinance authorizes a $546,714 loan at 2% from the Whatcom County Equipment Rental and Revolving Fund (ER&R) to the General Fund. The loan continues financing of the Central Plaza Building from ER&R for an additional three years.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
6/5/2018: Introduced 6-0, Sidhu 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 NO.
AN ORDINANCE AUTHORIZING AN INTERFUND LOAN
TO CONTINUE FINANCING OF CENTRAL PLAZA BUILDING

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

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

WHEREAS, the renewed interfund loan becomes due July 1, 2018; and

WHEREAS, the ER&R Fund has sufficient cash reserves to extend the loan through July 1, 2021; and

WHEREAS, Whatcom County’s average rate of return on investments in the first quarter of 2018 was 1.29%; and

WHEREAS, the balance of the interfund loan on July 1, 2018 will be $546,714, and

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

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a loan shall be made from the ER&R Fund (fund #501) to the General Fund (fund #001) in the amount of $546,714 at a rate of 2% annual interest. Payments of $124,000 including interest and principal shall be made annually on July 1st. Repayment in full shall be on or before July 1, 2021.

ADOPTED this ____ day of ____________________, 2018.

WHATCOM COUNTY COUNCIL
ATTEST:
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk
Rud Browne, Council Chair

APPROVED as to form:
( ) Approved  ( ) Denied

Karen Frakes, Civil Deputy
Jack Louws, Executive
MEMORANDUM

TO: Jack Louws, County Executive

FROM: Brad Bennett, Finance Manager

DATE: May 24, 2018

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

Attached is a proposed interfund loan ordinance that will continue Equipment Rental and Revolving Fund financing of the Central Plaza Building for an additional three years. The original three year interfund loan was authorized with ordinance 2009-49. The proposed ordinance provides for a $546,714 loan at 2% interest. The maturing loan has been earning interest at 1%; our county investments are earning 1.29% interest. Annual payments of $124,000 including interest and principal will be made from the REET I Fund.

Thank you.
### WHATCOM COUNTY COUNCIL AGENDA BILL

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<td>Executive:</td>
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**TITLE OF DOCUMENT:** Maple Falls Park Trailhead 18-1591 WWRP Application and Authorization Resolution

**ATTACHMENTS:** Authorizing Resolution

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

Request authorization for the County Executive through Michael McFarlane to make application and enter into a grant agreement with the WA State Recreation and Conservation Office (RCO) for funding through the Washington Wildlife and Recreation Program (WWRP) in the amount of:

$380,000 for trailhead development at Maple Falls Park

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Jack Louws, Executive

FROM: Michael McFarlane, Director

DATE: May 24, 2018

RE: Maple Falls Park Grant Application Authorizing Resolution

Enclosed you will find an Agenda Bill and Authorizing Resolution requesting authorization from the County Council to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Washington Wildlife and Recreation Program.

This $380,000 grant will be used for development at Maple Falls Park.

Please feel free to contact Christ Thomsen, Operations Manager, at extension 5865 if you have any questions or concerns.
RESOLUTION NO:_____________________

RECREATION and CONSERVATION OFFICE
WASHINGTON WILDLIFE and RECREATION PROGRAM (WWRP)
GRANT APPLICATION AUTHORIZATION/RESOLUTION
MAPLE FALLS PARK TRAILHEAD DEVELOPMENT 18-1591

Project(s) Number(s), and Name(s) MAPLE FALLS PARK TRAILHEAD DEVELOPMENT 18-1591

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project(s).”

2. __Michael McFarlane, Director Whatcom County Parks & Recreation__ is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).

3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office’s WEBSITE at: https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.

10. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

12. Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

13. This resolution/authorization is deemed to be part of the formal grant application to the Office.

14. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.
APPROVED this ___ Day of __________, 2018.

ATTEST:  

Dana Brown-Davis, Clerk of the Council  

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON  

Rud Browne, Council Chair  

APPROVED AS TO FORM:  

[Signature]  

Elizabeth Gallery, Civil Deputy Prosecutor  

Washington State Attorney General’s Office  

Approved as to form  

[Signature]  

Assistant Attorney General  

1/19/18  

Date


### TITLE OF DOCUMENT: Lake Whatcom Park Trailhead & Trail Development 18-2035 WWRP Application and Authorization Resolution

**ATTACHMENTS:** Authorizing Resolution

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<th>( X ) NO</th>
<th>Should Clerk schedule a hearing?</th>
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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.)

Request authorization for the County Executive through Michael McFarlane to make application and enter into a grant agreement with the WA State Recreation and Conservation Office (RCO) for funding through the Washington Wildlife and Recreation Program (WWRP) in the amount of:

$500,000 for trailhead improvements and development of non-motorized recreational trails at Lake Whatcom Park

### COMMITTEE ACTION:  

### COUNCIL ACTION:

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

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

TO: Jack Louws, Executive
FROM: Michael McFarlane, Director
DATE: May 24, 2018
RE: Lake Whatcom Park Trail Development Grant Application Authorizing Resolution

Enclosed you will find an Agenda Bill and Authorizing Resolution requesting authorization from the County Council to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Washington Wildlife and Recreation Program.

This $500,000 grant will be used for trailhead improvements and development of non-motorized recreational trails at Lake Whatcom Park.

Please feel free to contact Christ Thomsen, Operations Manager, at extension 5865 if you have any questions or concerns.
PROPOSED BY: ____________________________
INTRODUCED: ____________________________

RESOLUTION NO:__________________________

RECREATION and CONSERVATION OFFICE
WASHINGTON WILDLIFE and RECREATION PROGRAM (WWRP)
GRANT APPLICATION AUTHORIZATION/RESOLUTION
LAKE WHATCOM PARK TRAILHEAD & TRAIL DEVELOPMENT 18-2035

Project(s) Number(s), and Name(s) LAKE WHATCOM PARK TRAILHEAD & TRAIL DEVELOPMENT 18-2035

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project(s).”

2. Michael McFarlane, Director Whatcom County Parks & Recreation, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).

3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office’s WEBSITE at: https://rco.wa.gov/documents/manuals/forms/SampleProjAgreement.pdf. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.

10. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

12. Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

13. This resolution/authorization is deemed to be part of the formal grant application to the Office.

14. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.
APPROVED this ___ Day of __________, 2018.

ATTEST:

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

_____________________________
Rud Browne, Council Chair

APPROVED AS TO FORM:

_____________________________
Elizabeth Gallery, Civil Deputy Prosecutor

Washington State Attorney General’s Office

Approved as to form  __________  1/19/18

_____________________________
Assistant Attorney General  Date
## WHATCOM COUNTY COUNCIL AGENDA BILL

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**TITLE OF DOCUMENT:** Lookout Mountain Forest Preserve Trail Development 18-2034 WWRP Application and Authorization Resolution

**ATTACHMENTS:** Authorizing Resolution

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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.)

Request authorization for the County Executive through Michael McFarlane to make application and enter into a grant agreement with the WA State Recreation and Conservation Office (RCO) for funding through the Washington Wildlife and Recreation Program (WWRP) in the amount of:

$150,000 for the development of non-motorized recreational trails at Lookout Mountain Forest Preserve

**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: Michael McFarlane, Director
DATE: May 24, 2018
RE: Lookout Mountain Forest Preserve Trails Development Application and Authorization Resolution

Enclosed you will find an Agenda Bill and Authorizing Resolution requesting authorization from the County Council to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Washington Wildlife and Recreation Program.

This $150,000 grant will be used for development of non-motorized recreational trails at Lookout Mountain Forest Preserve.

Please feel free to contact Christ Thomsen, Operations Manager, at extension 5865 if you have any questions or concerns.
PROPOSED BY: __________________________
INTRODUCED: __________________________

RESOLUTION NO: _______________________

RECREATION and CONSERVATION OFFICE
WASHINGTON WILDLIFE and RECREATION PROGRAM (WWRP)
GRANT APPLICATION AUTHORIZATION/RESOLUTION
LOOKOUT MOUNTAIN FOREST PRESERVE TRAIL DEVELOPMENT 18-2034

Project(s) Number(s), and Name(s) LOOKOUT MOUNTAIN FOREST PRESERVE TRAIL DEVELOPMENT 18-2034

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized
representative/agent on behalf of our organization and to legally bind our organization with respect to the
above Project(s) for which we seek grant funding assistance managed through the Recreation and
Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s)
referred above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the
above "Project(s)."

2. Michael McFarlane, Director Whatcom County Parks & Recreation is authorized to act as a
representative/agent for our organization with full authority to bind the organization regarding all matters
related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant
application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any
amendments thereto on behalf of our organization, (4) make any decisions and submissions required with
respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management
of the grant(s).

3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office’s
WEBSITE at: https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf. We understand
and acknowledge that if offered a project agreement to sign in the future, it will contain an
indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign
immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the
sample project agreement and that such terms and conditions of any signed project agreement shall be
legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf.
The Office reserves the right to revise the project agreement prior to execution and shall communicate
any such revisions with the above authorized representative/agent before execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized
representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that
includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal
venue for lawsuits and other terms substantially in the form contained in the sample project agreement or
as may be revised prior to execution.

5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with
the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.

10. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

12. Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

13. This resolution/authorization is deemed to be part of the formal grant application to the Office.

14. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.
APPROVED this ___ Day of __________, 2018.

ATTEST:

__________________________
Dana Brown-Davis, Clerk of the Council

__________________________
Rud Browne, Council Chair

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

APPROVED AS TO FORM:

__________________________
Elizabeth Gallery, Civil Deputy Prosecutor

Washington State Attorney General’s Office

Approved as to form ___________ 1/19/18

__________________________
Assistant Attorney General Date
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES | Initial | Date | Date Received in Council Office | Agenda Date | Assigned to:
--- | --- | --- | --- | --- | ---
Originator: | RL | 6/8/18 | | | 
Division Head: | CT | | | | 
Dept. Head: | MGM | | | | 
Prosecutor: | LG | 6/11/18 | | | 
Purchasing/Budget: | BB | 6/11/18 | | | 
Executive: | FM | 6/11/18 | | | 

TITLE OF DOCUMENT: Birch Bay Beach Park Development 18-1992 WWRP Application and Authorization Resolution

ATTACHMENTS: Authorizing Resolution

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 through Michael McFarlane to make application and enter into a grant agreement with the WA State Recreation and Conservation Office (RCO) for funding through the Washington Wildlife and Recreation Program (WWRP) in the amount of:

$500,000 for development of Birch Bay Beach Park

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: Michael McFarlane

DATE: May 24, 2018

RE: Birch Bay Beach Park Development Application Authorizing Resolution

Enclosed you will find an Agenda Bill and Authorizing Resolution requesting authorization from the County Council to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Washington Wildlife and Recreation Program.

This $500,000 grant will be used for development of Birch Bay Beach Park.

Please feel free to contact Rod Lamb, Design & Development Supervisor at extension 5858 if you have any questions or concerns.
RESOLUTION NO:____________________

RECREATION and CONSERVATION OFFICE
WASHINGTON WILDLIFE and RECREATION PROGRAM (WWRP)
GRANT APPLICATION AUTHORIZATION/RESOLUTION
BIRCH BAY BEACH PARK DEVELOPMENT 18-1992

Project(s) Number(s), and Name(s)____________________ BIRCH BAY BEACH PARK DEVELOPMENT 18-1992 C

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. __________ Michael McFarlane, Director Whatcom County Parks & Recreation____ is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).

3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office’s WEBSITE at: https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.

10. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

12. Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

13. This resolution/authorization is deemed to be part of the formal grant application to the Office.

14. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.
APPROVED this ___ Day of __________, 2018.

ATTEST:

Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Rud Browne, Council Chair

APPROVED AS TO FORM:

________________________
Elizabeth Gallery, Civil Deputy Prosecutor

Washington State Attorney General’s Office

Approved as to form __________________________
Assistant Attorney General

1/19/18
Date
TITLE OF DOCUMENT: Resolution approving the 2018 Whatcom County Economic Development Strategy (CEDS) Project List (Appendix).

ATTACHMENTS: Resolution; Revised Appendix (Project List)

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

The County Executive is requesting Council approval of the 2018 Whatcom CEDS project list update (appendix). The CEDS document is dated from 2015, and on an annual basis the Whatcom Council of Governments updates the appendix to add, remove or revise projects to the list to reflect new county priorities and updated community plans or priorities.
RESOLUTION NO. __________

A RESOLUTION OF THE WHATCOM COUNTY COUNCIL UPDATING THE APPENDIX OF THE 2015 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)

WHEREAS, the Economic Development Reform Act of 1998 identifies a Comprehensive Economic Development Strategy (CEDS) as a requirement to apply for assistance under the Economic Development Administration’s (EDA) economic adjustment and public works program; and

WHEREAS, Public Law 105-393, implemented in 1999, amends the Public Works and Economic Development Act of 1965 and re-authorizes Economic Development Administration Programs for five years; and

WHEREAS, in 2015, the Whatcom Council of Governments, through an interlocal agreement with the county, completed the work to update the document; and

WHEREAS, on March 31, 2015 the County Council officially adopted the 2015 Whatcom County Comprehensive Economic Development Strategy (CEDS) as the County’s interim overall economic development plan; and

WHEREAS, on annual basis the Whatcom Council of Governments will update the appendix to add, remove or revise projects on the list to reflect new county priorities and updated community plans or priorities; and

WHEREAS, RCW 82.14.370 requires that projects utilizing rural sales tax revenue must be contained in the County’s overall economic development plan; and

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council hereby accepts the updated appendix as submitted by the Whatcom Council of Governments.
BE IT FURTHER RESOLVED that the Whatcom County Council officially adopts the 2018 update to the 2015 Whatcom County Economic Development Strategy Appendix.

APPROVED this _____ day of ______________, 2018.

ATTEST:                                             WHATCOM COUNTY COUNCIL
                                      WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk                             Rud Browne, Council Chair

APPROVED as to form:

[Signature]

Civil Deputy Prosecutor
Whatcom County
Comprehensive Economic Development Strategy

2018 Project List

Prepared by the Whatcom Council of Governments
Approved by the Whatcom County Council on _____ XX, 2018
<table>
<thead>
<tr>
<th>Location</th>
<th>Description of Project</th>
<th>Potential Funding Source(s)</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>WHATCOM COUNTY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse</td>
<td>Repair failing roof and exterior</td>
<td>EDI, REETI</td>
<td>$4,799,000</td>
</tr>
<tr>
<td>State Street</td>
<td>Remodel for reorganization</td>
<td>EDI, State St. Fund</td>
<td>$2,805,000</td>
</tr>
<tr>
<td>South Fork Park</td>
<td>Remodel for reorganization</td>
<td>Civic Center Fund</td>
<td>$2,765,000</td>
</tr>
<tr>
<td>Girard Street</td>
<td>Repair and upgrade building</td>
<td>EDI</td>
<td>$51,000</td>
</tr>
<tr>
<td>Courthouse</td>
<td>New Jail</td>
<td>Bonds</td>
<td>$87,000,000</td>
</tr>
<tr>
<td>County</td>
<td>La Bounti Road</td>
<td>Public Works</td>
<td>$300,000</td>
</tr>
<tr>
<td>County</td>
<td>Public Safety Building</td>
<td>Public Works</td>
<td>$7,000,000</td>
</tr>
<tr>
<td>County</td>
<td>Mental Health Trage Center</td>
<td>Public Works</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>County</td>
<td>Whatcom County Emergency Operations Center Building</td>
<td>Public Works</td>
<td>$1,050,000</td>
</tr>
<tr>
<td>County</td>
<td>Whatcom County South Fork Park Development</td>
<td>Public Works</td>
<td>$459,000</td>
</tr>
<tr>
<td>County</td>
<td>Whatcom County Williamson Way Remodel</td>
<td>Public Works</td>
<td>$4,750,000</td>
</tr>
<tr>
<td>Whatcom County</td>
<td>Whatcom County Birch Bay Beach Park Development</td>
<td>Public Works</td>
<td>$900,000</td>
</tr>
<tr>
<td>County</td>
<td>Whatcom County Plantation Range HVAC and Roof</td>
<td>Public Works</td>
<td>$2,380,000</td>
</tr>
<tr>
<td>County</td>
<td>Silver Lake Park</td>
<td>Public Works</td>
<td>$350,000</td>
</tr>
<tr>
<td>County</td>
<td>Emergency Management Radio System</td>
<td>Telecommunications</td>
<td>$125,000</td>
</tr>
<tr>
<td>County</td>
<td>Countryside</td>
<td>Public Works</td>
<td>$350,000</td>
</tr>
<tr>
<td>County</td>
<td>Nestor Farm House Restoration</td>
<td>Nestor Foundation</td>
<td>$125,000</td>
</tr>
<tr>
<td>Project Name</td>
<td>Location</td>
<td>Description</td>
<td>Funding Sources</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
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<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Lake Whatcom Trails</td>
<td>Lake Whatcom Park</td>
<td>Trail development</td>
<td>Public Works 2,500,000</td>
</tr>
<tr>
<td>Selder Road</td>
<td>Birch Bay</td>
<td>Drainage improvement</td>
<td>Public Works 110,000 BBWARM, REET II</td>
</tr>
<tr>
<td>Smith Road/Northwest Road Roundabout</td>
<td>Whatcom County</td>
<td>Install roundabout</td>
<td>Public Works 5,000,000 Road Fund</td>
</tr>
<tr>
<td>Canyon Lake Comm. Forest</td>
<td></td>
<td>Access road repair</td>
<td>Public Works 135,000 REET II</td>
</tr>
<tr>
<td>Lake Whatcom Park</td>
<td>Whatcom County</td>
<td>Construct trailhead and amenities including parking, shelter and restrooms</td>
<td>Public Works 1,350,000 REET II, State grants</td>
</tr>
<tr>
<td>Birch Bay Drive Pedestrian Facility</td>
<td>Birch Bay Drive</td>
<td>This is a 1.58 mile separate berm to provide soft-shore erosion protection,</td>
<td>Public Works 10,694,000 Federal grant, RF, EDI,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>habitat enhancement, and to encourage pedestrian use along Birch Bay Drive.</td>
<td>Flood, BBWARM, REET II</td>
</tr>
<tr>
<td>BBWARM Harborview Road</td>
<td>Harborview Road</td>
<td>Culvert replacement</td>
<td>Public Works 95,000 REET II</td>
</tr>
<tr>
<td>BBWARM Cottonwood Drive</td>
<td>Cottonwood Drive</td>
<td>Drainage improvement</td>
<td>Public Works 85,000 REET II</td>
</tr>
<tr>
<td>Beaver Creek</td>
<td>Sudden Valley</td>
<td>This project will restore and repair eroded sections of Beaver Creek to</td>
<td>Public Works 565,000 REET II</td>
</tr>
<tr>
<td></td>
<td></td>
<td>reduce sediment from entering Lake Whatcom.</td>
<td></td>
</tr>
<tr>
<td>Agate Heights Estate</td>
<td>Lk. Whatcom</td>
<td>Stormwater improvements</td>
<td>Public Works 610,000 REET II, Flood Fund</td>
</tr>
<tr>
<td>Sudden Valley</td>
<td>Lk. Whatcom</td>
<td>Stormwater improvements</td>
<td>Public Works 640,000 REET II</td>
</tr>
<tr>
<td>Silver Beach Creek</td>
<td>Lk. Whatcom</td>
<td>Stormwater improvements</td>
<td>Public Works 750,000 REET II, Flood Fund</td>
</tr>
<tr>
<td>Northshore Drive</td>
<td>Lk. Whatcom</td>
<td>Stormwater improvements</td>
<td>Public Works 200,000 REET II</td>
</tr>
<tr>
<td>Lowell Drive and Cedarbrook Court</td>
<td>Lk. Whatcom</td>
<td>Stormwater improvements</td>
<td>Public Works 150,000 REET II</td>
</tr>
<tr>
<td>Maple Falls Park &amp; Trail Corridor</td>
<td>Whatcom County</td>
<td>Construct restrooms, parking and trail improvements</td>
<td>Public Works 900,000 REET II, State grants</td>
</tr>
<tr>
<td>Slater Road/1-5 Interchange Improvements</td>
<td>Slater Road</td>
<td>Construct five roundabouts on Slater Road at its intersections with North</td>
<td>Public Works 30,000,000 Federal, State and local</td>
</tr>
<tr>
<td></td>
<td></td>
<td>west Road, Pacific Highway, northbound and southbound 1-5 on-ramps and Rural</td>
<td>funds; Developer contributions</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Avenue to improve channelization and stop control.</td>
<td></td>
</tr>
<tr>
<td>Project Name</td>
<td>City</td>
<td>Description</td>
<td>Department/Agency</td>
</tr>
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</tr>
<tr>
<td>Railroad Safety Improvements</td>
<td>Bellingham</td>
<td>Includes safety improvements to at-grade rail crossings and elimination of other at-grade crossings throughout the City.</td>
<td>Public Works</td>
</tr>
<tr>
<td>City Center Parking Project</td>
<td>Bellingham</td>
<td>Planning and implementation of parking improvements to increase parking inventory to meet current and projected demand in support of a comprehensive district redevelopment project.</td>
<td>Planning and Public Works</td>
</tr>
<tr>
<td>City Center Redevelopment</td>
<td>Bellingham</td>
<td>Redevelop through partnerships or other methods, 600 West Holly Street, other city-owned properties or chronic vacant buildings into a mixed use development compatible with the sub-area plans in an effort to spur additional private sector development to increase housing and job opportunities.</td>
<td>Planning and Public Works</td>
</tr>
<tr>
<td>City Center and Urban Village Infrastructure</td>
<td>Bellingham</td>
<td>Construct critical infrastructure in Bellingham’s Downtown, Old Town and Waterfront Districts and other urban villages, including streets, parks and utilities.</td>
<td>Parks &amp; Public Works</td>
</tr>
<tr>
<td>Regional Wetland and Stormwater Facilities</td>
<td>Bellingham</td>
<td>Explore regional wetland alternatives such as “mitigation bank” programs and regional stormwater facilities when they can provide equal or better treatment to on-site facilities</td>
<td>Public Works</td>
</tr>
<tr>
<td>West Horton Road</td>
<td>Bellingham and Whatcom County</td>
<td>West Horton Road is an important east-west connection in the City's UGA.</td>
<td>Public Works</td>
</tr>
<tr>
<td>Project Name</td>
<td>Location</td>
<td>Description</td>
<td>Department</td>
</tr>
<tr>
<td>--------------</td>
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</tr>
<tr>
<td>Major Recreational Facility</td>
<td>Bellingham</td>
<td>Provide parking and visitor facilities for a major mountain biking destination.</td>
<td>Parks</td>
</tr>
<tr>
<td>Waterfront District Specific Utilities</td>
<td>Bellingham</td>
<td>Provide infrastructure for district utilities for more efficient heating, irrigation, Encogen heat capture, and potential hydropower generation.</td>
<td>Public Works</td>
</tr>
<tr>
<td><strong>CITY OF BLAINE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Improved Interstate Highway Access – Interchange 274</td>
<td>Northwest Whatcom County and Pacific Highway Border Crossing</td>
<td>This project implements the FHWA/WSDOT-approved Interchange Justification Report improving I-5 access at Exit 274 by replacing partial interchange with a full interchange. Provides direct connection from Blaine industrial area to I-5, serves as alternate access to truck border crossing, and serves as a critical access point to south Blaine and Birch Bay.</td>
<td>Public Works and Economic Development</td>
</tr>
<tr>
<td>Boblett Street and SR 543 (Truck Route) Signalization Improvements</td>
<td>Blaine and Pacific Highway Border Crossing</td>
<td>This is the first intersection on northbound SR 543 and is the primary corridor for all cross-border freight. The Boblett/SR 543 intersection has several challenges; including the signal itself which is an antiquated span wire which requires frequent repair. This project improves channelization, traffic signal and equipment for improved operation and pedestrian safety. Boblett St. serves the industrial zone to the east and Blaine K-12 school complex abutting on the west.</td>
<td>Public Works and Economic Development</td>
</tr>
<tr>
<td>SR 543 Widening On-ramp to H Street R3, Boblett to H Street</td>
<td>Blaine and Pacific Highway Border Crossing</td>
<td>Project adds an additional northbound truck lane to SR 543. This lane would add capacity to alleviate severe queue length which backs onto I-5 multiple times a month at the border. It would also provide capability for TDM solutions such as dynamic lane assignment at the Boblett intersection.</td>
<td>Public Works and Economic Development</td>
</tr>
<tr>
<td>Project Description</td>
<td>Location</td>
<td>Description</td>
<td>Responsible Agency</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Peace Portal/Bell Road Signalization</td>
<td>Blaine and Birch Bay</td>
<td>Traffic signal installation to improve safety and congestion at this location. Serves as primary corridor between Blaine, Birch Bay, and Semiahmoo Spit, as well as I-5 Exit 274 off-ramp. Involves reconfiguration of RR crossing. Currently stop-controlled.</td>
<td>Public Works</td>
</tr>
<tr>
<td>Mitchell Avenue/H Street Signalization</td>
<td>Blaine</td>
<td>Traffic signal installation to improve safety and congestion at this location. Serves arterial connection between mid-point of H Street and Peace Portal Drive.</td>
<td>Public Works</td>
</tr>
<tr>
<td>Marine Drive Improvements, Phase 3</td>
<td>Blaine and Port of Bellingham</td>
<td>Marine Drive Phase 3 will improve the section east of Marine Park which serves the Port's Industrial Commercial area and the Public Pier. This project restores a badly deteriorated seawall on the south and enhances the riprap on the north. It also includes the addition of a pedestrian boardwalk to link Marine Park to the public Fisherman's Pier.</td>
<td>Public Works and Economic Development</td>
</tr>
<tr>
<td>Harvey Road/Sweet Road Transmission Improvements (18” Line)</td>
<td>Blaine and Northwestern Whatcom County</td>
<td>Upgrade potable water line capacity outside city limits serving portions of NW Whatcom county within Blaine Water Service Area.</td>
<td>Public Works</td>
</tr>
<tr>
<td>New 630’ Zone Reservoir (East Blaine) and Booster Pump Station, Phases 1 &amp; 2</td>
<td>Blaine</td>
<td>New reservoir establishing new high pressure zone to increase storage capacity and provide adequate pressure to underserved areas and residential/commercial development of east Blaine.</td>
<td>Public Works</td>
</tr>
<tr>
<td>Project Description</td>
<td>Location</td>
<td>Description</td>
<td>Funding Sources</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Regional Stormwater Retention Facility and Wetland Mitigation for Manufacturing</td>
<td>Blaine</td>
<td>The City of Blaine manufacturing area consists of a number of small (2-7 acre) sites that are fully served with City utilities. This project provides a regional stormwater facility and associated conveyance piping to mitigate the stormwater impacts on industrially zoned properties to encourage manufacturing interests to locate in Blaine and create jobs. Many of these parcels contain small, low quality wetlands that pose significant development challenges and restrictions. This project includes a Regional Wetlands area that would provide collective mitigation enhancing an existing wetland that supports a large bird population.</td>
<td>Public Works and Economic Development, 2,000,000 EDI Grant, PWTF, Developer Contributions</td>
</tr>
<tr>
<td>Zoning District</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peace Portal Boardwalk – Connection Between H and G Street Plazas</td>
<td>Blaine</td>
<td>Construction of a pedestrian boardwalk along the marine bluff of the downtown district in order to capitalize on the unique shoreline location and rich commercial fishing history.</td>
<td>Public Works and Economic Development, 1,000,000 EDA/City of Blaine, CZM, Ground Fish Grant, Other Federal/State/Local</td>
</tr>
<tr>
<td>Pedestrian Bridge from the Wharf District to Downtown Business District (H Street</td>
<td>Blaine and Port</td>
<td>Design and construct a pedestrian bridge crossing the BNSF rail lines (existing easement) to link the Peace Portal Boardwalk with Wharf District. Connects marina, marine recreational and historical fishing area to the downtown business district uniquely situated on an overlooking marine bluff. This is a priority project in the joint City/Port Wharf District Master Plan.</td>
<td>Public Works and Economic Development, 1,500,000 EDA/City of Blaine, Port of Bellingham, CZM, Ground Fish Grant, Other Federal/State/Local</td>
</tr>
<tr>
<td>Plaza</td>
<td>of Bellingham</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reconstruction of the Semiahmoo Lighthouse</td>
<td>Blaine</td>
<td>This project will serve as a major tourist attraction. The lighthouse will be constructed to approximate life-size scale from the original plans secured from archives in Washington DC. This is a priority project in the joint City/Port Wharf District Master Plan.</td>
<td>Economic Development, 750,000 EDA/City of Blaine, Port of Bellingham, CZM, Ground Fish Grant, Other Federal/State/Local</td>
</tr>
</tbody>
</table>
### Whatcom County Comprehensive Economic Development Strategy – Project List (____ XX, 2018)

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Location</th>
<th>Description</th>
<th>Category</th>
<th>Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marine Park Improvements</td>
<td>Blaine</td>
<td>Major waterfront park on the north side of Marine Drive. Site of City's new Lighthouse Point Water Reclamation Facility and future site of replica Semiahmoo Lighthouse. Restoration includes Whale Deck upgrades, outdoor theater improvements, trail paving, irrigation, and replacement of two birding shelters and addition of a festival/parking area. This is a priority project in joint City/Port Wharf District Master Plan.</td>
<td>Public Works and Economic Development</td>
<td>325,000</td>
<td>EDA/City of Blaine, Port of Bellingham, CZM, Ground Fish Grant, Other Federal/State/Local</td>
</tr>
<tr>
<td>Pintail Marsh and Cain Creek Restoration</td>
<td>Blaine</td>
<td>Restore functioning wetland boundary between the Wharf District and BNSF Railroad right-of-way and restores the mouth of Cain Creek. This is a priority project in the joint City/Port Wharf District Master Plan.</td>
<td>Planning</td>
<td>850,000</td>
<td>EDA/City of Blaine, Port of Bellingham, CZM, Ground Fish Grant, Other Federal/State/Local</td>
</tr>
<tr>
<td>Marine Park Shoreline Restoration</td>
<td>Blaine</td>
<td>Stabilizes and improves habitat functions for 650 feet of Marine Park shoreline, and rehabilitates/controls invasive species on 700 feet of shoreline. This project protects the shoreline from continuing erosion that would ultimately threaten City utilities and critical wastewater treatment facilities. This is a priority project in the joint City/Port Wharf District Master Plan.</td>
<td>Planning</td>
<td>3,500,000</td>
<td>EDA/City of Blaine, Port of Bellingham, CZM, Ground Fish Grant, Other Federal/State/Local</td>
</tr>
</tbody>
</table>

### CITY OF EVERSON

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Location</th>
<th>Description</th>
<th>Category</th>
<th>Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lincoln Street, Phases 1 &amp; 2</td>
<td>Everson</td>
<td>Reconstruct and extend Lincoln Street from State Route 544 through the downtown commercial area to Blair Drive.</td>
<td>Public Works</td>
<td>2,100,000</td>
<td>City Street Fund, STP, TIB</td>
</tr>
<tr>
<td>Kirsch Drive Improvements</td>
<td>Everson</td>
<td>Reconstruct and extend Kirsch Drive from SR 544 to the extension of Lincoln Street</td>
<td>Public Works</td>
<td>725,000</td>
<td>City Street Fund, TIB</td>
</tr>
<tr>
<td>Everson Sewage Treatment Plant Upgrade</td>
<td>Everson and Nooksack</td>
<td>Design and construction of a major upgrade to Everson Sewage Treatment Plant.</td>
<td>Public Works</td>
<td>4,500,000</td>
<td>Nooksack Sewer Fund; Everson Sewer Fund; CCWF; Washington RLF/EDA</td>
</tr>
<tr>
<td>Downtown Market Analysis</td>
<td>Everson</td>
<td>Conduct professional market analysis to identify demand for products and services and assess the downtown's ability to capture that demand.</td>
<td>Technical Assistance</td>
<td>20,000</td>
<td>Local funds; Port of Bellingham</td>
</tr>
<tr>
<td>Gas Station/Mini Mart</td>
<td>Everson</td>
<td>Prepare site selection materials and research potential investor (local or national) to determine interest in locating a gas station in Everson.</td>
<td>Planning</td>
<td>5,000</td>
<td>Local funds</td>
</tr>
</tbody>
</table>

PL-7
<table>
<thead>
<tr>
<th>Whatcom County Comprehensive Economic Development Strategy – Project List (____ XX, 2018)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Everson Road Sewer Line</strong></td>
</tr>
<tr>
<td><strong>Business Incubator</strong></td>
</tr>
<tr>
<td><strong>East Main Street Water Main Upgrade</strong></td>
</tr>
<tr>
<td><strong>East/West Connector</strong></td>
</tr>
<tr>
<td><strong>CITY OF FERNDALE</strong></td>
</tr>
<tr>
<td><strong>Downtown Infrastructure Improvements</strong></td>
</tr>
<tr>
<td><strong>Main Street (Downtown) Improvements</strong></td>
</tr>
<tr>
<td><strong>Portal Way Corridor Improvements</strong></td>
</tr>
<tr>
<td><strong>Wetland Mitigation</strong></td>
</tr>
<tr>
<td>Project Description</td>
</tr>
<tr>
<td>---------------------------------------------</td>
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<tr>
<td>Utility Extension to Malloy/Grandview</td>
</tr>
<tr>
<td>Water Reservoir – Grandview Area (Fire Flow)</td>
</tr>
<tr>
<td>Wastewater Treatment Plant Upgrades</td>
</tr>
<tr>
<td>Project Name</td>
</tr>
<tr>
<td>--------------</td>
</tr>
<tr>
<td>Gateway Area Stormwater Conveyance Improvements (LaBounty Road and Main Street)</td>
</tr>
<tr>
<td>Right-of-Way Beautification and Landscaping Along Major Corridors</td>
</tr>
<tr>
<td>Advance Mitigation Program</td>
</tr>
<tr>
<td>Project Name</td>
</tr>
<tr>
<td>--------------------------------------</td>
</tr>
<tr>
<td>Wayfinding Sign System</td>
</tr>
<tr>
<td>Thornton Overpass</td>
</tr>
<tr>
<td>Planned Action EIS – Grandview Interchange</td>
</tr>
<tr>
<td>Main Street/LaBounty Road Roundabout</td>
</tr>
<tr>
<td>Main Street/Axton Road Roundabout</td>
</tr>
<tr>
<td>Interstate 5 Exit 262 Roundabouts</td>
</tr>
</tbody>
</table>
# Whatcom County Comprehensive Economic Development Strategy – Project List (____ XX, 2018)

<table>
<thead>
<tr>
<th>LUMMI NATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No projects submitted</td>
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</table>

<table>
<thead>
<tr>
<th>CITY OF LYNDEN</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>West Front Extension</strong></td>
<td><strong>West Lynden</strong></td>
</tr>
<tr>
<td><strong>Central Guide Meridian Sewer Service</strong></td>
<td><strong>West Lynden Commercial Area</strong></td>
</tr>
<tr>
<td><strong>Northwest Washington Fair Ag Ed Center</strong></td>
<td><strong>Lynden</strong></td>
</tr>
<tr>
<td><strong>7th Street Rehabilitation and Intersection Improvement</strong></td>
<td><strong>Downtown Historic Business District</strong></td>
</tr>
<tr>
<td>Project Name</td>
<td>Location</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>4th Street Extension</td>
<td>Downtown Business District</td>
</tr>
<tr>
<td>West Main Street Improvements (Phase 2)</td>
<td>West Lynden</td>
</tr>
<tr>
<td>Tromp Road Extension</td>
<td>West Lynden</td>
</tr>
<tr>
<td>South Guide Meridian Road Sewer Service</td>
<td>West Lynden Commercial Area</td>
</tr>
<tr>
<td>City Wayfinding Signage/Branding Project</td>
<td>Main Travel Corridors and Trailways</td>
</tr>
<tr>
<td>Project Name</td>
<td>Location</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Pepin Creek</td>
<td>Lynden UGA</td>
</tr>
<tr>
<td>CITY OF NOOKSACK</td>
<td></td>
</tr>
<tr>
<td>Garfield Force Main Extension</td>
<td>Nooksack</td>
</tr>
<tr>
<td>West Columbia Water Line Replacement</td>
<td>Nooksack</td>
</tr>
<tr>
<td>Stormwater Management Plan Development</td>
<td>Nooksack</td>
</tr>
<tr>
<td>Historic Nooksack Store Building – Purchase and Renovation</td>
<td>Nooksack</td>
</tr>
<tr>
<td>Everson Sewage Treatment Plant Upgrade</td>
<td>Everson and Nooksack</td>
</tr>
<tr>
<td>NOOKSACK INDIAN TRIBE</td>
<td></td>
</tr>
<tr>
<td>PORT OF BELLINGHAM</td>
<td></td>
</tr>
<tr>
<td>Shipping Terminal Rail Siding Connection</td>
<td>Bellingham Shipping Terminal</td>
</tr>
<tr>
<td>Project</td>
<td>Location</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Mooring Improvements to Bellingham Shipping Terminal</td>
<td>Bellingham Shipping Terminal</td>
</tr>
<tr>
<td>Marine Trades Area Travel Lift</td>
<td>Bellingham Waterfront District</td>
</tr>
<tr>
<td>Bellingham Shipping Terminal, Log Pond Redevelopment Area</td>
<td>Bellingham Waterfront District</td>
</tr>
<tr>
<td>Mt. Baker Products Peninsula Improvements</td>
<td>Bellingham Squalicum Waterfront</td>
</tr>
<tr>
<td>Schultz Way Improvements</td>
<td>Bellingham Squalicum Waterfront</td>
</tr>
<tr>
<td>Marine Highway Port designation for the Bellingham Shipping Terminal and preparation of facilities to service resulting “short sea” routes</td>
<td>Bellingham Shipping Terminal</td>
</tr>
<tr>
<td>Airport Industrial Park Infrastructure Improvements</td>
<td>Bellingham Airport Industrial Park</td>
</tr>
<tr>
<td>Visitor Moorage at GP Pier</td>
<td>Bellingham Waterfront District</td>
</tr>
<tr>
<td>Alcohol Plant Renovation</td>
<td>Bellingham Waterfront District</td>
</tr>
<tr>
<td>Fishers Pavilion</td>
<td>Bellingham Squalicum Harbor</td>
</tr>
<tr>
<td>Whatcom County Comprehensive Economic Development Strategy – Project List (___ XX, 2018)</td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>East County Light Industrial Park</td>
<td>Kendall UGA</td>
</tr>
<tr>
<td>Blaine Wharf District Marine Industrial Area</td>
<td>Blaine Harbor</td>
</tr>
</tbody>
</table>

**CITY OF SUMAS**

| Regional Recreational Facility Enhancements | Sumas | Replace bleachers at Sumas Rodeo Grounds and associated fields. Upgrade existing facilities and lighting. | Public Works      | 700,000         | State Grant; Washington Wildlife & Recreational Program |
| Cherry Street (SR 9)/Front Street Roundabout | Sumas | Construct roundabout at intersection to allow for improved truck flow through city industrial sector. | Public Works      | 1,500,000         | Federal (STBG); State (WSDOT and TIB); EDI |
| Truck Bypass | Sumas | New road alignment for trucks seeking to utilize the industrial areas of Sumas and the international border crossing. | Public Works      | 8,100,000         | Motor Vehicle Fuel Taxes; Vehicle Registration Fees; Other Federal, State and Local Funding Sources |
| Sumas Avenue Reconstruction | Sumas | Reconstruct Sumas Avenue from Front Street to Garfield Street. | Public Works      | 2,300,000         | STP; City Street Fund |
| Cherry Street (SR 9) Bridge Replacement | Sumas | Replace Cherry Street bridge to remove blockage to flow of floodwaters and increase capacity on the State highway. | Public Works      | 3,000,000         | STP; BRAC; FEMA Hazard Mitigation Grant |

**WHATCOM COUNCIL OF GOVERNMENTS**

<p>| Econometric Model | Whatcom County | This project includes acquisition and calibration of data and software intended to enable economic evaluation of various development and infrastructure improvement scenarios. This is a policy/decision-making tool designed to inform investment decisions toward best use of resources. | Planning          | 150,000         | Federal, State and local funds |
| Whatcom Smart Trips | Whatcom County | Three years of core funding for countywide program to reduce travel demand through the use of walking, bicycling, carpooling and transit. | Economic Development | 450,000         | Federal, State and local funds |</p>
<table>
<thead>
<tr>
<th>Project Description</th>
<th>Location</th>
<th>Description</th>
<th>Sector(s)</th>
<th>Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>International Mobility and Trade Corridor Program (IMTC)</strong></td>
<td>Whatcom County, State of Washington, British Columbia, Canada and U.S.</td>
<td>Three years of core funding for IMTC, a coalition of U.S. and Canadian government and business entities that identifies and promotes improvements to mobility and security for the four border crossings that connect Whatcom County and the Lower Mainland of British Columbia.</td>
<td>Planning</td>
<td>$20,000</td>
<td>Federal, State and local funds (IMTC has received funding from the Province of British Columbia and the Canadian federal government to provide local matching funds for U.S. federal grants)</td>
</tr>
<tr>
<td><strong>WHATCOM COUNTY PUBLIC UTILITIES DISTRICT NO. 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grandview Industrial Park Water System Upgrade</td>
<td>Grandview, Interstate 5, Northgate Park, Delta Tech Park</td>
<td>Construction of pipeline and infrastructure from PUD industrial water system to the Grandview Fire water supply system to support industrial and commercial development.</td>
<td>Public Works, Economic Development and Public Safety</td>
<td>$3,000,000</td>
<td>PUD; EDI; Private</td>
</tr>
<tr>
<td>WRIA 1 Water Supply Infrastructure</td>
<td>Various Areas in Whatcom County</td>
<td>Implement Nooksack Basin Water Supply Plan by constructing water system infrastructure projects with other water purveyors to supply water for streamflow, agriculture needs, municipal needs and economic development.</td>
<td>Public Works, Environmental Enhancement and Economic Development</td>
<td>$20,000,000</td>
<td>EDI; DOE; DOH; State Dept. of Health; PUD; Irrigators; Water purveyors</td>
</tr>
<tr>
<td>Alternative/Renewable Energy/Water Reclamation Project</td>
<td>Dairy Farms in Whatcom County</td>
<td>Working with dairy and other agriculture producers, develop agriculture waste treatment facilities to produce renewable fuels, generate electricity and clean water to enhance water quality/quantity, and economic benefits to farmers and ecological systems.</td>
<td>Public Works, Economic Development and Renewable Resources</td>
<td>$3,000,000</td>
<td>Federal; State DOH/DOE/Commerce</td>
</tr>
<tr>
<td>Electric Utility Infrastructure</td>
<td>Western Whatcom County</td>
<td>Acquire existing BPA electric infrastructure and construct additional infrastructure to support industrial and commercial industries and redevelopment of existing industries in heavy industrial zones.</td>
<td>Public Works, Economic Development and Renewable Energy</td>
<td>$10,000,000</td>
<td>EDI; Dept. of Commerce; Private; PUD</td>
</tr>
</tbody>
</table>
**WHATCOM COUNTY COUNCIL AGENDA BILL**

**CLEARANCES**

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matt W. Aamot</td>
<td>M.A.</td>
<td>6/6/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Division Head:</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Personius</td>
<td></td>
<td>6-4-18</td>
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<tr>
<th>Dept. Head:</th>
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<tbody>
<tr>
<td>Mark Personius</td>
<td></td>
<td>6-7-18</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Prosecutor:</th>
<th>Initial</th>
<th>Date</th>
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<tbody>
<tr>
<td>Royce Buckingham</td>
<td></td>
<td>6/7/18</td>
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<table>
<thead>
<tr>
<th>Purchasing/Budget:</th>
<th>Initial</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>6/7/18</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Executive:</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack Louws</td>
<td></td>
<td>6-11-18</td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Interagency agreement between the State of Washington and Whatcom County to receive state funds for conducting work relating to the new buildable land requirements of state law.

**ATTACHMENTS:**

1. Memorandum
2. Interagency 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>

| Should Clerk schedule a hearing? | ( ) Yes | ( x ) NO |

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

The State has allocated $225,000 to Whatcom County for state fiscal year 2019 (July 1, 2018 – June 30, 2019) to address the new growth management and buildable lands program requirements adopted by the State legislature in 2017 (ESSSB 5254). The County is entering into an interagency agreement with the State of Washington to receive this state funding. It is anticipated that a portion of the state funding will be used to reimburse cities for expenses relating to buildable lands and a consultant.

**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

June 6, 2018

TO: The Honorable Jack Louws, Whatcom County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Director

RE: Interagency Agreement with the State relating to Buildable Lands

The Washington State Legislature approved Engrossed Second Substitute Senate Bill (ESSSB) 5254 relating to growth management and buildable lands in 2017. This legislation imposes new requirements that Whatcom County must address, in close coordination with the cities, over the next several years including:

- Amending the countywide planning policies to establish the buildable lands program;
- Developing a buildable lands methodology;
- Collecting land development data;
- Issuing a buildable lands report by June 30, 2021;
- Developing reasonable measures, if necessary, to reduce the difference between development assumptions and actual development patterns; and
- Considering the buildable lands report and reasonable measures when conducting the next periodic update of the Comprehensive Plan, which must be completed by June 30, 2024.

In 2018, the State Legislature allocated $225,000 to Whatcom County for state fiscal year 2019 (July 1, 2018 – June 30, 2019) under Engrossed Substitute Senate Bill 6032. This request is to accept the grant money from the State to facilitate compliance with this new law. Whatcom County will use these state funds to:

1. Reimburse County staff time spent on this new state mandate;
2. Reimburse cities for time spent on this new state mandate;
3. Hire a consultant to conduct work relating to the new legislation; and
4. Reimburse related expenses, as allowed by the interagency agreement.

Thank you for your review and consideration of the proposed interagency agreement between the State and Whatcom County. We look forward to discussing it with you.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Planning & Development Services**

**Long Range Planning**

**Contract or Grant Administrator:** Matt Aamot

**Contractor’s / Agency Name:** Washington State Department of Commerce

**Originating Department:**

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): 19-63312-007 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: 2527

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

If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than $100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).

**Contract Amount:**

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

$ 225,000.00

This Amendment Amount: ______________________

$ ______________________

**Total Amended Amount:**

$ ______________________

**Summary of Scope:** Interagency agreement to provide funding from the State of Washington to establish the buildable lands program and methodology.

**Term of Contract:** 1 Year

Expiration Date: 6/30/2019

**Contract Routing:**

1. Prepared by: _BB_

   Date: 6/7/18

2. Attorney signoff: _Debra_  

   Date: 6-7-18

3. AS Finance reviewed: __________

   Date: 6/7/18

4. IT reviewed (if IT related): __________

   Date: 6-7-18

5. Contractor signed: __________

   Date: __________

6. Submitted to Exec.: __________

   Date: __________

7. Council approved (if necessary): __________

   Date: __________

8. Executive signed: __________

   Date: __________

9. Original to Council: __________

   Date: __________
Interagency Agreement with

Whatcom County

through

Washington State Department of Commerce
Local Government Division
Growth Management Services

For

2018 Buildable Lands Grants

Start date:

July 1, 2018
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5. Insurance ....................................................................................................... 3
6. Order of Precedence ....................................................................................... 4

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Attachment A, Scope of Work

Attachment B, Budget
**FACE SHEET**

**Washington State Department of Commerce**  
Local Government Division  
Growth Management Services  
2018 Buildable Lands Grants

<table>
<thead>
<tr>
<th>1. Contractor</th>
<th>2. Contractor Financial Representative</th>
</tr>
</thead>
</table>
| Whatcom County Planning and Development Services  
5280 Northwest Drive  
Bellingham, WA 98226 | Becky Boxx  
Coordinator, Whatcom Co. Planning and Development Services  
(360) 778-5944  
rboxx@whatcomcounty.us |

<table>
<thead>
<tr>
<th>3. Contractor Representative</th>
<th>4. COMMERCE Representative</th>
</tr>
</thead>
</table>
| Matt W. Aamot  
Senior Planner  
Whatcom Co. Planning and Development Services  
(360) 778-5939  
mmaamot@co.whatcom.wa.us | Ike Nwankwo  
Western Region Manager  
PO Box 42525  
Olympia, WA 98504-2525  
ilke.nwankwo@commerce.wa.gov |

<table>
<thead>
<tr>
<th>5. Contract Amount</th>
<th>6. Funding Source</th>
<th>7. Start Date</th>
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<tr>
<td>$225,000</td>
<td>Federal: ☐ State: ☑ Other: ☐ N/A: ☐</td>
<td>July 1, 2018</td>
<td>June 30, 2019</td>
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<th>9. Federal Funds as applicable</th>
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<td>371-010-246</td>
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<th>14. Contract Purpose</th>
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<tbody>
<tr>
<td>Funding assistance authorized by the Legislature under Engrossed Substitute Senate Bill 6032 (2018) for county implementation of a review and evaluation program (&quot;Buildable Lands&quot; program), under Chapter 16, Laws of 2017 3rd Sp. S., and required under the Growth Management Act (Chapter 36.70A RCW).</td>
</tr>
</tbody>
</table>

| COMMERCES, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget. |

**FOR CONTRACTOR**  
(See attached Pg. 1a.)  
Jack Louws, County Executive  
Whatcom County

**FOR COMMERCE**  
Mark K. Barkley, Assistant Director

Date  
APPROVED AS TO FORM ONLY  
BY ASSISTANT ATTORNEY GENERAL  
APPROVAL ON FILE

Department of Commerce  
Contract #19-63312-007
Whatcom County

Approved

By: ________________________________

Title: Whatcom County Executive

Date: ______________________________

STATE OF WASHINGTON )
COUNTY OF ________________________ ) ss.

On this ______ day of ____________, 2018 before me personally appeared ___________________ to me know to be the County Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

____________________________

NOTARY PUBLIC in and for the State of Washington, residing at:

____________________________

My commission expires ________________

Approved as to form:

Prosecuting Attorney _______________  Date ____________________
SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS

1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed two hundred twenty-five thousand dollars ($225,000) for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment “A” - Scope of Work and Attachment “B” - Budget. Contractor’s compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Expenses

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Funds may be utilized for reimbursement of Contractor staff time, reimbursement of city staff time, and consultant work (which may include a private consultant and/or the Whatcom Council of Governments).

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

Ineligible expenses include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE’s satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 19-63312-007. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

COMMERCE shall withhold 10 percent from each payment until acceptance by COMMERCE of the deliverable received for that payment request.
SPECIAL TERMS AND CONDITIONS
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STATE FUNDS

Line Item Transfers
The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Duplication of Billed Costs
The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs
The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

4. SUBCONTRACTOR DATA COLLECTION
Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. “Subcontractors” shall mean subcontractors of any tier.

5. INSURANCE
The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect COMMERCE should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than $1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Government Contractors that Participate in a Self-Insurance Program
Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the

Department of Commerce
Contract #19-63312-007
SPECIAL TERMS AND CONDITIONS
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Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS

1. DEFINITIONS
As used throughout this Contract, the following terms shall have the meaning set forth below:
A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
B. "COMMERCE" shall mean the Department of Commerce.
C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
F. "State" shall mean the state of Washington.
G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

3. ALL WRITINGS CONTAINED HEREIN
This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS
This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35
The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ASSIGNMENT
Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

7. ATTORNEYS’ FEES
Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys’ fees and costs.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
A. "Confidential Information" as used in this section includes:
1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

9. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.
10. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

11. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
GENERAL TERMS AND CONDITIONS
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Nothing in this Contract shall be construed to limit the parties’ choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

12. DUPLICATE PAYMENT
COMMERCEx shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

13. GOVERNING LAW AND VENUE
This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

14. INDEMNIFICATION
To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCEx, agencies of the state and all officials, agents and employees of the state, from and against, all claims for injuries or death arising out of or resulting from the performance of the contract. “Claim” as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor’s obligation to indemnify, defend, and hold harmless includes any claim by Contractor’s agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor’s or any Subcontractor’s performance or failure to perform the contract. The Contractor’s obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

15. INDEPENDENT CAPACITY OF THE CONTRACTOR
The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCEx. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCEx or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

16. INDUSTRIAL INSURANCE COVERAGE
The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCEx may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCEx may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCEx under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I’s rights to collect from the Contractor.

Department of Commerce
Contract #19-63312-007
17. LAWS
The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

18. LICENSING, ACCREDITATION AND REGISTRATION
The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

19. LIMITATION OF AUTHORITY
Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

20. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS
During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

21. PAY EQUITY
The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:
   a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
   b. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
      (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
      (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
      (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

22. POLITICAL ACTIVITIES
Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

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No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

23. PUBLICITY
The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

24. RECAPTURE
In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

25. RECORDS MAINTENANCE
The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

26. RIGHT OF INSPECTION
The Contractor shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

27. SAVINGS
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

28. SEVERABILITY
The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

Department of Commerce
Contract #19-63312-007
29. SITE SECURITY

While on COMMERCE premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

30. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

31. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

32. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

33. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.
34. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

35. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCCE, and the amount agreed upon by the Contractor and COMMERCCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCCE against potential loss or liability.

The rights and remedies of COMMERCCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to COMMERCCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.
36. **TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

All reference to the Contractor under this clause shall also include Contractor’s employees, agents or Subcontractors.

37. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.
# Scope of Work

<table>
<thead>
<tr>
<th>GOALS / TASKS / DELIVERABLES</th>
<th>DESCRIPTION</th>
<th>END DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1</strong></td>
<td>Participate in State process of developing Buildable Lands Program Guidelines (State Guidebook will be finalized by December 2018) and other documents the State Department of Commerce’s consultant is developing in association with Ch. 16, Laws of 2017 (ESSB 5254 (2017)).</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td><strong>Action(s)</strong></td>
<td>Local jurisdictions are acting in a review capacity. COMMERCE will issue a new Buildable Lands Program Guidebook and other documents. Contractor will:</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td></td>
<td>1. Attend and participate in stakeholder meetings.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Respond to, and provide input on, topics of discussion.</td>
<td></td>
</tr>
<tr>
<td><strong>Deliverable(s)</strong></td>
<td>Copies of written responses and/or input prepared and provided, if any.</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td><strong>Task 2</strong></td>
<td>County/City collaboration to develop a unified approach to buildable land requirements, including engaging key stakeholders to solicit input/feedback.</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td><strong>Action(s)</strong></td>
<td>1. County/City collaboration, including City/County Planners’ Group meetings, to develop a unified approach to buildable land requirements.</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td></td>
<td>2. Potentially hold meetings with other stakeholders to receive feedback.</td>
<td></td>
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<tr>
<td></td>
<td>3. Develop methods to resolve disputes among jurisdictions and resolve inconsistencies in collection and analysis of data.</td>
<td></td>
</tr>
<tr>
<td><strong>Deliverable(s)</strong></td>
<td>1. Copies of any County/City Interagency agreements related to the buildable lands program.</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td></td>
<td>2. Meeting agendas and draft dispute resolution methods.</td>
<td></td>
</tr>
<tr>
<td><strong>Task 3</strong></td>
<td>Develop County-wide Planning Policies (CWPPs), in consultation with cities, to establish the buildable lands program.</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td><strong>Action(s)</strong></td>
<td>1. County/City collaboration, including City/County Planners’ Group meetings, to develop initial proposal for CWPPs.</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td></td>
<td>2. Planning Commission review of CWPPs. Will include public hearing.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Council review of CWPPs.</td>
<td></td>
</tr>
<tr>
<td>GOALS / TASKS / DELIVERABLES</td>
<td>DESCRIPTION</td>
<td>END DATE</td>
</tr>
<tr>
<td>-----------------------------</td>
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</tr>
<tr>
<td>Deliverable(s)</td>
<td>Draft or adopted CWPPs establishing the buildable lands program.</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td><strong>Task 4</strong></td>
<td>Collect annual data to the extent necessary to assess achieved development densities and land suitable for development.</td>
<td></td>
</tr>
</tbody>
</table>
| **Action(s)** | 1. County/City coordination.  
2. Collection of residential development data, including building permits and residential subdivisions.  
3. Collection of commercial and industrial development data, including building permits.  
| Deliverable(s) | Summary report outlining collection of annual data to the extent necessary to assess achieved development densities and land suitable for development. | June 30, 2019 |
| **Task 5** | Begin research and data collection on key issues relating to Buildable Lands. | |
| **Actions(s)** | As clarity is developed through the State's Buildable Lands Guidelines and consultant work, begin data collection and/or research on topics such as land use, development regulations, infrastructure, housing affordability, residential and commercial development needs, and/or market factors to inform upcoming buildable lands report. | June 30, 2019 |
| Deliverable(s) | Summary report of research and data collection on key issues relating to Buildable Lands. | June 30, 2019 |
| **Task 6** | Begin the process of reviewing the State Buildable Lands Guidelines and developing draft Whatcom County Buildable Lands Methodology. | |
| **Action(s)** | 1. Review the updated State Buildable Lands Guidelines and begin developing Whatcom County Buildable Lands methodology.  
2. County/City collaboration, including City/County Planners’ Group meetings, to begin drafting Buildable Lands Methodology.  
3. Consult with key stakeholders. | |
| Deliverable(s) | Preliminary draft Buildable Lands Methodology, if available.  
It is anticipated that the Whatcom County Buildable Lands Methodology will be finalized after the June 30, 2019, funding period ends. However, a preliminary draft will be provided, if available. | June 30, 2019 |
<table>
<thead>
<tr>
<th>GOALS / TASKS / DELIVERABLES</th>
<th>DESCRIPTION</th>
<th>END DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>1. Quarterly status reports.</td>
<td>September 30, 2018; December 31, 2018; March 31, 2019</td>
</tr>
<tr>
<td></td>
<td>2. Final closeout report.</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td></td>
<td>3. Develop/administer contracts with partner cities.</td>
<td>Ongoing (Copies to Commerce, when signed)</td>
</tr>
<tr>
<td></td>
<td>4. Develop/administer contract with consultant(s).</td>
<td>Ongoing (Copies to Commerce, when signed)</td>
</tr>
<tr>
<td></td>
<td>5. Scheduling / overall coordination.</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>
## Budget

<table>
<thead>
<tr>
<th>TASK OR DELIVERABLE</th>
<th>GRANT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Goal 1:</strong> Participate in State process of developing Buildable Lands Program Guidelines (State Guidebook will be finalized by December 2018) and other documents the State Department of Commerce’s consultant is developing in association with Ch. 16, Laws of 2017 (ESSB 5254 (2017)).</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Goal 2:</strong> County/City collaboration to develop a unified approach to buildable land requirements, including engaging key stakeholders to solicit input/feedback.</td>
<td>$35,000</td>
</tr>
<tr>
<td><strong>Goal 3:</strong> Develop County-wide Planning Policies (CWPPs), in consultation with cities, to establish the buildable lands program.</td>
<td>$30,000</td>
</tr>
<tr>
<td><strong>Goal 4:</strong> Collect annual data to the extent necessary to assess achieved development densities and land suitable for development.</td>
<td>$45,000</td>
</tr>
<tr>
<td><strong>Goal 5:</strong> Begin research and data collection on key Buildable Lands issues.</td>
<td>$55,000</td>
</tr>
<tr>
<td><strong>Goal 6:</strong> Begin the process of reviewing the State Buildable Lands Guidelines and developing draft Whatcom County Buildable Lands Methodology.</td>
<td>$40,000</td>
</tr>
<tr>
<td><strong>Project management:</strong></td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$225,000</strong></td>
</tr>
</tbody>
</table>
Puget Sound Energy Utility Easement Request- SR 547 /East Whatcom Regional Resource Center

ATTACHMENTS:
Puget Sound Energy Real Property Voucher Form and Easement

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

Request approval and authorization for the County Executive to enter into a sale agreement with Puget Sound Energy for a 45 foot wide utility easement along State Road 547 (Kendall Road) at the East Whatcom Regional Resource Center.

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: Members of the County Council and Executive Louws

FROM: Michael McFarlane, Director

DATE: May 24th, 2018

RE: Puget Sound Energy’s Request for Utility Easement- East Whatcom Regional Resource Center

Please find attach an easement request by Puget Sound Energy (PSE) for a utility easement along State Road 547- Kendall Road at the East Whatcom Regional Resource Center for your review and approval.

As part of an agreement with the Washington Department of Transportation to improve highway safety, PSE is relocating above ground utility lines and poles further from the roadway surface. The project requires a new easement as per the request.

After reviewing the request and easement, it appears there would be little or no impact to the future development of the Resource Center’s Campus. Based on PSE’s appraisal of the property, $1,093.00 is being offered for the 15,615 square foot easement along with a $1,000 signing incentive. I am recommending approval of the sale of easement and authorization for the Executive to enter into the agreement with PSE.

Should you have any questions or require additional information, please contact me at 5855.

Thank you
May 4, 2018

Whatcom County
311 Grand Ave
Bellingham, WA 98225

RE: PSE Transmission & Distribution System Relocation – SR 547- Kendall Rd
WSDOT Control Zone Mitigation Program
Whatcom County Parcel # 174536/400522083178, PSE WO #101085564, PSE Parcel #32

Dear Property Owner,

Recently, you received a mailer from us regarding an upcoming project in your area. As we explained in that notification, Puget Sound Energy (PSE) has entered into an agreement with the Washington State Department of Transportation Department (WSDOT) to relocate poles outside of WSDOT’s established “control zone” which is an area adjacent to the roadway that should be free of obstructions to further WSDOT’s Target Zero initiative; that is, a statewide effort to eliminate traffic fatalities and serious injuries. What this means is that if objects (typically power poles) are determined to be out of compliance with established control zone requirements, then PSE has agreed to come up with a mitigation plan that in many situations requires us to move a pole into a safer location. Additionally PSE will be coordinating efforts with the proposed Kendall Highway Safety Trail. More information on the trail can be obtained at www.kendalltrail.com.

Through this process we have determined that poles on or near your property, located in Maple Falls, WA (Tax ID# 174536/400522083178), have to be relocated and will require frontage easements necessary to cover those facilities as they affect your property. Enclosed you’ll find an easement document. In addition, an exhibit design drawing is provided showing where the easement will be located in relationship to your property boundaries.

If the easement meets with your approval, please have it signed by all necessary parties in the presence of a Notary Public. Upon receipt and approval of the fully-executed easement, property voucher, tree cutting permit and completed W-9 form (enclosed), Puget Sound Energy will provide you compensation in the amount of $1,093.00 for the easement area. In addition, PSE is able to provide an additional $1,000.00 in compensation as a signing incentive if the easement is signed and returned to my office by August 4, 2018. A self-addressed and stamped envelope is provided for your convenience. The compensation amount is determined by a review of local property values, as well as any impact or restriction placed upon your property as a result of this easement. In this case, the easement area consists of a forty-five foot frontage across your parcel.
If necessary, PSE will reimburse your expenses up to $750 for professional services in reviewing this offer. Examples of professional services include Appraisal, Legal Review and Survey. PSE requires a paid receipt for reimbursement of all services rendered.

Should you have any questions, concerns, or prefer to meet onsite, please contact me at 425-616-9682 or email chloe.luce@hdrinc.com. Also, I can arrange a notary service for you free of charge.

Sincerely,

[Signature]

Chloe Luce
Real Estate Representative - Major Projects
chloe.luce@hdrinc.com
425-616-9682

Enclosures: Original Easement
  Copy of Easement
  IRS W-9 Form
  Easement Area Exhibit
  Property Voucher
EASEMENT

REFERENCE #: WHATCOM COUNTY
GRANTOR (Owner): PUGET SOUND ENERGY, INC.
GRANTEE (PSE): PTN. SW ¼ S22, T40N, R5E, W.M.
SHORT LEGAL: 174536/ 400522083178

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, WHATCOM COUNTY, a Municipal Corporation ("Owner" herein), hereby grants and conveys to PUGET SOUND ENERGY, INC., a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Whatcom County, Washington:

THAT PORTION OF NEW TRACT "D" AS REFERENCED IN QUIT CLAIM DEED FILED IN AUDITOR'S FILE NUMBER 2110203160, RECORDS OF WHATCOM COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID TRACT, ALSO BEING ON THE WESTERLY RIGHT OF WAY MARGIN OF STATE ROUTE 547; THENCE SOUTH 18°27'41" EAST ALONG SAID WESTERLY MARGIN A DISTANCE OF 347.07 FEET TO THE SOUTHERLY LINE OF SAID TRACT; THENCE SOUTH 71°32'14" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 45.00 FEET; THENCE NORTH 18°27'41" WEST ALONG A LINE 45.00 FEET WESTERLY OF AND PARALLEL WITH SAID WESTERLY MARGIN A DISTANCE OF 346.99 FEET TO THE NORTHERLY LINE OF SAID TRACT; THENCE NORTH 71°26'09" EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,516 SQUARE FEET, MORE OR LESS.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described and depicted as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and
b. **Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. **Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. **Trees Outside Easement Area.** PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE’s sole judgment, interfere with or create a hazard to PSE’s systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. **Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE’s work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE’s work.

5. **Owner’s Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE’s facilities without PSE’s prior written consent.

6. **Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. **Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE’s failure to install its systems on the Easement Area.

8. **Successors and Assigns.** PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this _____ day of ______________________, 2018.

OWNER:

WHATCOM COUNTY, a Municipal Corporation

BY: ____________________________

ITS: ____________________________

Approved as To Form

[Signature]

Filing 5/29/18

Prosecuting Attorney
STATE OF WASHINGTON  )
COUNTY OF  ) SS

On this ______ day of __________________, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared __________________, to me known to be the person who signed as __________________, WHATCOM COUNTY, a Municipal Corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of WHATCOM COUNTY, for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

GIVEN under my hand and official seal hereunto affixed the day and year in this certificate first above written.

________________________________________
(Signature of Notary)

________________________________________
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at _________________________________

My Appointment Expires: ___________________
EXHIBIT “A”

EASEMENT DESCRIPTION
WHATCOM COUNTY PARCEL 400522083178

THAT PORTION OF NEW TRACT “D” AS REFERENCED IN QUIT CLAIM DEED FILED IN AUDITOR’S FILE NUMBER 2110203160, RECORDS OF WHATCOM COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID TRACT, ALSO BEING ON THE WESTERLY RIGHT OF WAY MARGIN OF STATE ROUTE 547; THENCE SOUTH 18°27'41" EAST ALONG SAID WESTERLY MARGIN A DISTANCE OF 347.07 FEET TO THE SOUTHERLY LINE OF SAID TRACT; THENCE SOUTH 71°32'14" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 45.00 FEET; THENCE NORTH 18°27'41" WEST ALONG A LINE 45.00 FEET WESTERLY OF AND PARALLEL WITH SAID WESTERLY MARGIN A DISTANCE OF 346.99 FEET TO THE NORTHERLY LINE OF SAID TRACT; THENCE NORTH 71°26'09" EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,616 SQUARE FEET, MORE OR LESS.
AGENCY NAME:
Puget Sound Energy, Inc.
Thomas Horton
PO Box 97034 EST-06E
Bellevue, WA 98009-9734

WHATCOM COUNTY, a Municipal Corporation
BY: _______________________
ITS: _______________________
Date: _______________________
Phone#: _______________________

GRANTOR OR CLAIMANT:
Whatcom County
311 Grand Ave
Bellingham, WA 98225

PROJECT NAME:
PUGET SOUND ENERGY – SR547 CONTROL ZONE PROJECT,
WO# 101085564

ASSESSOR PARCEL NUMBER:
174536/400522083178

PSE PARCEL NUMBER:
32

In Full and Final Payment for the title or interest conveyed or released, as fully set forth in the
attached document:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Easement</td>
<td>$ 1,093.00</td>
</tr>
<tr>
<td>Incentive for signing before August 4, 2018</td>
<td>$ 1,000.00</td>
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<td><strong>Total of Final Settlement</strong></td>
<td><strong>$ 2,093.00</strong></td>
</tr>
</tbody>
</table>

Acquisition Agent:
Chloe Luce
HDR
2707 Colby Ave, Suite 715
Everett, WA 98201
Phone: 425-616-9682

Puget Sound Energy, Inc:
Thomas Horton
P.O. Box 97034 EST-06E
Bellevue, WA 98009-9734
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES  Initial  Date  Date Received in Council Office  Agenda Date  Assigned to:
Originator:  3  6/8/18  6/19/18  Finance/Council – Consent Agenda
Division Head:  3  6/11/18
Dept. Head:  3  6/11/18
Prosecutor:  3  6/11/18
Purchasing/Budget:  3  6/11/18
Executive:  3  6/11/18

TITLE OF DOCUMENT:
Amendment to Contract for Services #201611012 between Whatcom County and Kimberly Gearity, Attorney, for professional labor negotiator services

ATTACHMENTS:
1. Memorandum to Jack Louws, County Executive
2. Amendment 3 to Contract for Services #201611012

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 County engaged Kimberly Gearity as professional labor negotiator pursuant to County Code 2.08 in November 2016. Ms. Gearity and the County bargaining team settled all six collective bargaining agreements by the end of 2017.

Four of these agreements expire December 31, 2018 and two agreements expire December 31, 2019. This amendment extends Ms. Gearity’s services as negotiator through June 30, 2020 to complete a bargaining cycle for five agreements. Summit Law would represent the County for bargaining the Deputy Sheriff’s Guild agreement.

COMMITTEE ACTION:  

COUNCIL ACTION:

Related County Contract #:  201611012  
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.

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MEMORANDUM

TO: Jack Louws, County Executive
FROM: Nan Kallunki, HR Associate Manager
RE: Amendment to Contract for Professional Labor Negotiator
DATE: June 8, 2018

Enclosed for your review and signature is an amendment to the Contract for Professional Labor Negotiator services between Whatcom County and Kimberly Geariety, Attorney.

Background and Purpose
Whatcom County Code 2.08 authorizes and directs us to retain a professional labor negotiator for the purpose of negotiating collective bargaining agreements. The County initially engaged Kimberly Geariety in November of 2016 on a one-year agreement. Contract negotiations were still underway and Amendment No. 1 extended the agreement one year and Amendment No. 2 extended the agreement another 18 months. The current agreement expires June 30, 2018.

Four collective bargaining agreements expire December 31, 2018 and two will expire on December 31, 2019. We anticipate the bargaining cycle to begin this fall for four agreements, and next fall for the fifth agreement. Summit Law will represent the County for the sixth agreement representing the Deputy Sheriff’s Guild.

This amendment extends the duration of the agreement for two years, ending June 30, 2020 when collective bargaining is expected to be completed.

Funding Amount and Source
Employee and Labor Relations is a key service within Human Resources (HR) funded in Cost Center 507140 within Administrative Services.

Differences from Previous Contract
This agreement extends the previous 18-month agreement at an hourly rate of $200 per hour with charges for one-way travel to a two-year agreement at an hourly rate of $225 per hour with no charges for travel to a maximum consideration of $96,114.

Thank you for considering this recommendation. Please call me on 5306 with any questions or concerns regarding the terms of this agreement.
WHATCOM COUNTY CONTRACT INFORMATION SHEET

Originating Department: Administrative Services
Division/Program: (i.e. Dept. Division and Program) Human Resources (HR)
Contract or Grant Administrator: Nan Kallunki, HR Associate Manager
Contractor’s / Agency Name: Kimberly K. Gearity, Attorney

Is this a New Contract? Yes ☑ No ☐ If not, is this an Amendment or Renewal to an Existing Contract? Yes ☑ No ☐
Yes ☐ No ☒ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201611012

Does contract require Council Approval? Yes ☐ No ☒ If No, include WCC: 3.08.100
(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): RFQ #16-54 Cost Center: 507140

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):
$ 86,376 (20 months)

This Amendment Amount:
$ 128,152 (24 months)

Total Amended Amount:
$ 214,528

Council approval required for; all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:
1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:
Professional labor negotiator services pursuant to County Code 2.08 for collective bargaining under RCW 41.56

Term of Contract: Extends agreement from 6/30/18 Expiration Date: 6/30/20
Contract Routing:
1. Prepared by: Nan Kallunki
2. Attorney signoff:
3. AS Finance reviewed:
4. IT reviewed (if IT related): N/A
5. Contractor signed: 
6. Submitted to Exec.: 
7. Council approved (if necessary):
8. Executive signed:
9. Original to Council:

Date: 6/8/18
Date: 6/1/18
Date: 6/4/18
Date: 6-11-18
Date: 6-11-18

Last edited 10/31/16
CONTRACT BETWEEN WHATCOM COUNTY AND KIMBERLY K. GEARIETY

THIS AMENDMENT to Whatcom County Contract #201611012 is made this 1st day of May, 2018, between Whatcom County and Kimberly K. Geariety, Attorney, for the purpose of proving professional labor negotiator services.

1. TERM. This amendment extends the duration of Amendment No. 2, ending June 30, 2018, for 24 months (July 1, 2018 – June 30, 2020).

2. COMPENSATION. This amendment increases the hourly rate from $200 to $225; however travel time will no longer be charged. The maximum consideration will not exceed the currently budgeted amount for professional labor negotiator services, $54,076, each calendar year.

3. OTHER. Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, Whatcom County and Kimberly K. Geariety have executed this Amendment on the date and year written above.

CONTRACTOR:

BY: Kimberly K. Geariety, Attorney

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
ss.

On this 1st day of May, 2018, before me personally appeared Kimberly K. Geariety, known to be the sole proprietor of Geariety Law Office 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 Mount Vernon, My commission expires 8/19/18.

WHATCOM COUNTY:

BY: Jack Louws, County Executive

STATE OF WASHINGTON  
COUNTY OF WHATCOM  
ss

On this _____ day of __________ 2018 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.

APPROVED AS TO FORM:

L. Gallagher  6/1/18  
Chief Civil Deputy Prosecutor

NOTARY PUBLIC in and for the State of Washington, residing at  , My commission expires  .
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES
Originator: AL 05/22/18
Division Head:
Dept. Head:
Prosecutor: JA 6/11/18
Purchasing/Budget: BB 6/11/18
Executive: TES 6/11/18

TITLE OF DOCUMENT:
Jail Facility Use Agreement

ATTACHMENTS:
Memo and Jail Facility Use Agreement

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.)

Request authorization for the County Executive to enter into a new Jail Facility Use Agreement between Whatcom County and the City of Everson effective July 1, 2018.

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 Members
FROM: Jack Louws, County Executive
DATE: June 19, 2018
SUBJECT: New Jail Facility Use Agreements with Cities

We met with the Small Cities Partnership, including representatives from the City of Bellingham, and with the Whatcom County Police Chief Association and asked for comments on the new jail use facility agreement. Following that, Bellingham was the only jurisdiction that raised concerns with some parts of the agreement. We incorporated many of their comments and distributed the final version to all cities on May 7. The cities then sought and obtained approval of the agreement with their respective Councils.

We have those agreements in hand, and are asking for County Council approval to enter in to them with each city. The agreements run for a two-year term ending on June 30, 2020 and can then be renewed for up to three additional two year terms for a period of six additional years.

I recommend approval of the attached agreement with the City of Everson.

JL
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office (Sheriff)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>Jail</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Executive/Sheriff</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>City of Everson</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: 118000

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):

- ☐ S Varies

**This Amendment Amount:** 

- S 

**Total Amended Amount:** 

- S 

Council approval required for; all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit “B” of the Budget Ordinance.
5. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

**Summary of Scope:** This agreement allows Whatcom County to provide Correctional Facilities as a place of confinement for the incarceration of one or more City inmates lawfully committed to custody and Correctional Facility services.

<table>
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<tr>
<th>Term of Contract:</th>
<th>Two year w/3 two year renewals</th>
<th>Expiration Date:</th>
<th>June 30, 2020</th>
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<td>Date:</td>
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<td>Date:</td>
<td>06/04/18</td>
<td>Date:</td>
<td>06/04/18</td>
</tr>
</tbody>
</table>

**Contract Routing:**

1. Prepared by: Twh
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:

**Last edited 02/15/18**
INTERLOCAL JAIL FACILITY USE AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY AND THE CITY OF EVERSON

INTERLOCAL AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY and the CITY OF EVERSON ("Agreement"), is made and entered into this ___day of ____, 2018, by and between WHATCOM COUNTY, a political subdivision of the State of Washington ("County"), and the CITY OF EVERSON, a municipal corporation of the State of Washington ("City") and (County and City hereinafter referred to as the “Parties” or “Party”), pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW.

RECITALS

A. The County currently maintains and operates Correctional Facilities known as the Whatcom County Jail and the Whatcom County Jail Work Center (JWC) (hereinafter the Jail and JWC may be referred to as “Correctional Facility” or “Facilities”). In order to assist other jurisdictions, the County from time to time will enter into Interlocal Agreements to confine in its Correctional Facilities persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate Correctional Facilities and to confine inmates therein.

C. The City desires to confine persons who have been arrested, detained or convicted by the City for criminal offenses ("City Inmate") and the County is willing to furnish its Correctional Facilities, services, and personnel in exchange for payment from the City for fees and costs, as provided in this Agreement.

D. The Parties recognize the Correctional Facilities require additional capacity and an improved infrastructure in order to safely incarcerate the number of inmates for the City, County and other contracting jurisdictions.

E. The Parties recognize that at times during the period of this Agreement, major repairs and modifications to the Correctional Facilities are anticipated to occur. It is further anticipated this work will affect the capacity of these Facilities and the cost of services.

F. The Parties recognize that the County may contract with other jurisdictions including the Lummi Nation and Nooksack Tribe of Washington to book and detain their inmates.

AGREEMENT

NOW, THEREFORE, in consideration of the respective terms and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City agree to the following:

1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the
City to work together efficiently and effectively in order for the County to provide the City with Correctional Facilities as a place of confinement for the incarceration of one or more City Inmates lawfully committed to custody and Correctional Facilities services ("services"), as defined in Section 4, and set forth under the rules and conditions in the applicable Sheriff's Office and County policies, procedures, rules and regulations, this Agreement and any attachments hereto.

2. **Effective Date and Duration.** This Agreement shall be effective when duly executed by the Parties. This Agreement shall begin on July 1, 2018, and remain in effect through June 30, 2020, unless earlier terminated pursuant to other provisions in this Agreement or by written mutual agreement. The term of this Agreement may be extended or renewed for up to three (3) additional two (2) year terms for a total of six (6) additional years, provided that each Party's rights or obligations at the end of each contract period are contingent upon local legislative appropriation of necessary funds to provide services contained in this Agreement in accordance with applicable law.

3. **Administrators.** Each Party to this Agreement shall designate their own administrator(s) ("Administrator(s)"), who may be designated by title or position to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

**County's Administrators:**
- County Executive, Jack Louws (or designee)
  311 Grand Ave, Courthouse
  Bellingham, WA 98225
  360-778-5200
- Whatcom County Sheriff, Bill Elfo (or designee)
  311 Grand Ave. -Public Safety Building
  Bellingham, Washington 98225
  360-778-6600

**City's Administrator:**
- Mayor, John Perry
  PO Box 315
  Everson, WA 98247
  360-966-3411
- Chief of Police, Daniel MacPhee
  PO Box 315
  Everson, WA 98247
  360-966-4212

3.1 **Change of Administrator(s).** Either Party may change its Administrator(s) at any time by delivering written notice of such Party's new Administrator(s) to the other Party.

4. **Scope of Services.** As described in Section 4 and subject to the terms and conditions provided in this Agreement, the County agrees to provide City Inmate services for gross-misdemeanor and misdemeanor cases initiated by the City for those offenses alleged to have been committed by adults within the City. The County will hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial order of commitment, or transferred to another (non-Whatcom) correctional facility and/or returned to the custody of the City.

4.1 **Assignment.** The County shall provide at least thirty (30) days prior notice to the City of its intent to assign or delegate duties under this Agreement, specifying which duties it intends to assign or delegate and the name and address of the persons or entity to which it intends to assign or delegate.

4.2 **Basic Services.** The County shall provide Correctional Facilities services to the City subject to the terms and conditions set forth in this Agreement. The County, in its sole discretion, may decline to accept or retain custody of a City Inmate for any of the reasons identified in this Agreement. The County shall notify the arresting officer, the City's judicial branch or the City's law enforcement agency of the non-acceptance and provide the reason(s) for the non-acceptance. The County shall also notify the City's law
enforcement agency of any population control measures that may result in an inability to accept City Inmates. Acceptance of City Inmates into the Correctional Facilities shall be conditioned upon the terms and conditions set forth in this Agreement.

4.3 Reducing Jail Services. The County shall provide City Inmate services consistent with the standards contained in this Agreement. If circumstances require the County to reduce services to the City and to other contracting jurisdictions, such reduction in services shall be made uniformly among the contracting Cities and other contracting jurisdictions for gross-misdemeanors and misdemeanors. The County shall provide reasonable notice to contracting Cities and other contracting jurisdictions of its intention to reduce service levels in the Correctional Facilities or correction programs, unless specific circumstances require more immediate action. The uniform reduction in services provided herein shall not apply to felony cases and inmates, except as expressly provided in this Agreement. The need for reductions shall be at the sole discretion of the Sheriff in light of his assessment of potential overcrowding, challenges in maintaining critical infrastructure, life-safety and security systems, construction and repairs occurring or anticipated to occur within the jail, behavioral and security concerns regarding the inmate population, and other factors judged by the Sheriff to be relevant. In the case of such a reduction, the City shall contract with or provide arrangements for inmate housing services and the transportation of City Inmates to another jail facility other than Whatcom County to include a jail facility that will directly accept inmates from officers following arrest.

The County shall provide reasonable notice to the City of its intention to reduce service levels in the Correctional Facilities or any correction programs. Reductions shall be made first by prioritizing the housing of inmates for which the County is legally responsible and obligated to detain and house. In an effort to avoid reduced booking and inmate holding services for the City and other contracting jurisdictions for gross-misdemeanor and misdemeanor inmates, the Sheriff will first consider reviewing the classification status for all appropriate inmates for possible transfer to any other county correctional facility (including jail alternative programs). The Sheriff will also require the Washington Department of Corrections to transfer inmates that the Sheriff is not legally required to detain to another facility in order to reduce the need to transfer City or tribal pre-trial inmates.

If the above described measures do not reduce the Facilities population to the extent needed to safely operate the Facilities, the Sheriff will further consider the transfer or removal of post-conviction or sentenced inmates under the following conditions:

1. Inmates that do not have pending pre-trial charges in other courts within Whatcom County;
2. Inmates not participating in the Inmate Worker program; and
3. Inmates not participating in jail alternative programs.

Subject to contractual authority and available funding, the Sheriff may also consider transferring County Inmates who have no pending criminal cases in Whatcom County to another out-of-county facility, reducing the need for the City Inmates and other contracting jurisdictions to transfer "pre-trial" inmates. This transfer will be to a correctional facility outside of Whatcom County.

In cooperation with Sheriff’s Office staff, the City and other contracting jurisdictions will identify inmates held on their charges for transport to a contracted out-of-county facility. If Whatcom County is housing City Inmates who have dispositioned charges in a Whatcom County court and a City contracting jurisdiction’s court, and both entities are contracting with the same out-of-county facility, upon mutual agreement by both Parties, the City Inmates may be transferred to an out-of-county facility, and each jurisdiction shall be billed and pay for the proportionate share of the contracted facilities’ per diem and costs for the inmates’ incarceration period. If circumstances require the County to reduce services further and require the transport of pre-trial
inmates, the Sheriff shall hold all City gross-misdemeanor and misdemeanor inmates until the City Inmate’s first court appearance or first review by a judicial officer. It shall be the City’s responsibility to ensure that such hearing or review is held within 48 hours of booking. If a City Inmate is not released on personal recognizance or bail within 24 hours of the first court appearance or review by a judicial officer, and cannot be transferred to the JWC due to capacity or security/classification concerns, the City will arrange to have the inmate transferred out of the Whatcom County Correctional Facility within 48 hours following the first appearance or judicial review, or at a later time agreed to by the Sheriff. In the event of an emergency, the Sheriff may require the inmate to be moved as soon as reasonably possible. The City will provide the County a point of contact, available 24 hours a day, for receiving the notifications. The County agrees to allow City Inmates who have been transferred to another facility to return to the County Correctional Facility for trial or other necessary court appearances. Such inmates will be subject to transport back to the contracted facility as soon as reasonably possible, unless otherwise agreed.

In the event a City Inmate cannot be placed on the alternative facility transportation, it will be up to the City to arrange alternative transportation. If an inmate is deemed medically unstable for transport by the Jail Health Care staff, the inmate may remain at the Jail until such time as the inmate is stable for travel, released by court order, or transferred to another facility/hospital.

In an effort to control jail population and to minimize jail utilization and the interruption of regular law enforcement practices, all jurisdictions are encouraged to consider the following methods as alternatives to incarceration during pre-trial and post-conviction phases, including, but not limited to:

1. Issuing citations in lieu of physical arrest or referring low-level, non-violent, gross-misdemeanor, misdemeanor or felony offences to the appropriate prosecutor’s office in accordance with the law, community safety and the effective administration of justice;
2. Referring or transporting eligible persons to behavioral health or other diversion and alternative programs and/or facilities, as permitted by law.

4.4 Jail Population Control Measures

To help ensure community safety and the ability for law enforcement to book City Inmates, and if it becomes necessary to impose booking restrictions as part of broader population control measures, the Sheriff will, to the extent permissible by law, uniformly apply such restrictions between those arrested by the City, County and State law enforcement agencies. The continued facilitation of booking and holding arrested persons following initial arrest will remain a priority and take precedence over reducing the need to transfer pre-trial inmates.

If booking restrictions are imposed, arrests for felony charges, misdemeanor assault, domestic violence charges and violations, and DUI or similar impaired driving charges will be given priority for booking. To the extent practicable, the Sheriff’s Office will continue to allow exceptions to any booking restrictions imposed, based on the criteria developed by the Sheriff’s Office in the interest of public safety. If an inmate is booked by the City, the inmate will be booked on all charges, including gross misdemeanor and misdemeanor charges.

The Sheriff will work closely with the City and all contracting jurisdictions when providing notice of the need to reduce the jail population and when seeking the swift removal of City Inmates from the Facilities. Prior to implementing booking restrictions with respect to the City, the County will make a good faith effort to seek the removal of all other non-county inmates consistent with its Agreements with other jurisdictions and applicable law.

For those City Inmates who have been identified by the City for removal or transport, the County will
allow law enforcement/transport officers to enter the booking area inside the Facilities to receive custody of the City Inmates for transport or removal. The City’s employee or contractors, who have received clearance to enter inside the jail pursuant to Sheriff’s Office Policy, will be allowed entry. Clearances granted for the purpose described above may be cancelled or suspended by the Sheriff at any time due to emergency or other security-related circumstance deemed necessary by the Sheriff.

Notwithstanding the above provisions, the Sheriff retains the right and discretion to take more immediate action to reduce the jail population if the Sheriff determines such action is required. Such action may include, but is not limited to, advising the City of the need to maintain security, health and safety in the Facilities and shortening the time period for transfer after first appearance and/or implementation of booking restrictions. The City specifically recognizes the potential need to implement booking restrictions in the event of overcrowding, the failure or unreliability of facility systems or infrastructure, combined with an inability to swiftly remove a sufficient number of inmates, whether or not the inmates are in pre-trial or post-conviction status.

The Sheriff may also notify the City that specific gross-misdemeanor, misdemeanor or tribal inmates, regardless of pre or post-conviction status, need to be transferred due to special housing, care or management needs that cannot be accommodated within the County Facilities. In this case, the transfer of the inmate needs to be accomplished as soon as reasonably possible after notice is given.

Under the terms and conditions of this Agreement and as permitted by law, once a City Inmate is released from County custody, regardless of any court or probation conditions placed on an inmate and regardless of where the inmate is released, transported or housed by the City, the County shall bear no responsibility or liability whatsoever for the City Inmate, including but not limited to, the City Inmate’s mental, physical, or health care needs, the City Inmate’s conduct or behavior, or the City Inmate’s court obligations. If a City Inmate is subsequently re-booked into the Whatcom County Jail on a City matter, the County’s duties and responsibilities per this Agreement go back into effect during the time the City Inmate is in County custody.

4.5 Control of Correctional Facilities and Effect of Ordinance, Policies, Procedures, Rules and Regulations. County Correctional Facilities will be administered by the County in accordance with the law, ordinances, policies, procedures, rules and regulations of the Sheriff’s Office and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of County Correctional Facilities. The City and City Inmates shall be subject to County laws and ordinances, relating to Correctional Facility operations including any emergency security rules imposed by the Sheriff and/or the County Administrator(s), and those Sheriff’s Office policies, procedures, rules and regulations relating to Correctional Facility operations, provided that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, its judicial or law enforcement agencies, to the County as a duty to oversee City Inmates except as provided in this Agreement and as follows:

a. Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all applicable Sheriff’s Office Correctional Facility policies and procedures.

b. Operational Control. The City acknowledges the County’s operational control of the jail and alternate jail programs and agrees that City Inmates committed to the Whatcom County Jail and alternative jail programs are subject to the same lawful rules and
regulations required of other inmates incarcerated therein.

c. **Equal Treatment.** Except where provided elsewhere in this Agreement, the County agrees to furnish its Facilities and personnel for confinement of City Inmates and other services described in this Agreement in the same manner and extent as the County furnishes for the confinement of its own gross-misdemeanor or misdemeanor inmates, provided the County shall meet or exceed all legal requirements.

### 4.6 Inmates Defined.

a. **City Inmate.** As used herein, "City Inmate" shall mean inmates who are arrested and detained by a city law enforcement officer, and charged with a gross-misdemeanor and/or misdemeanor offense in a Municipal Court of the City, or released without charges, or originally booked for a felony offense, which felony charge is declined for felony charging and the case is referred to the appropriate City Attorney for review of filing in the Municipal Court.

b. **County Inmate.** As used herein, "County Inmate" shall mean inmates who are arrested and detained by the Whatcom County Sheriff, and charged with a gross-misdemeanor and/or misdemeanor offense in Whatcom County District Court, and held prior to charging or released without charges, or originally arrested for a felony offense, which is reduced to a gross-misdemeanor or misdemeanor offense and referred to the appropriate County Prosecuting Attorney for filing in the Whatcom County District Court, charged in Whatcom County Superior Court or are held on a non-city magistrate warrant. A County Inmate includes those inmates which the Sheriff is legally required to book and hold in custody.

c. **Third-Party Inmate.** For the purposes of this Agreement, “Third-Party Inmate” shall include inmates who are committed to a Correctional Facility by other entities, such as tribal, state, and federal agencies who are not a party to this Agreement.

d. **Material Witnesses Held in the Correctional Facility.** Inmate incarceration days arising from a material witness warrant shall be allocated and charged to the jurisdiction issuing the material witness warrant.

### 4.7 City Access to City Inmates.

All City law enforcement officers and defense attorneys (or authorized agents) shall have the right to interview confined City Inmates at any time subject to Correctional Facility security rules, emergency declarations, orders and regulations. Available interview rooms and appropriate communication technology may be used by city law enforcement officers and defense attorneys. Nothing in this Agreement obligates the County to install technology not currently available within the Correctional Facilities.

### 4.8 Transport of City Inmates.

The City shall provide or arrange for transportation and security of City Inmates to and from the Correctional Facility for initial booking and to all court appearances held in its municipal court. The City may contract with the County to provide custody or transportation services for outside court appearances, except when (1) the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical or health care and/or psychiatric evaluation or treatment, or (2) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Correctional Facility. In those instances where medical transports
are needed for a City Inmate, actual transportation costs will be included as part of the medical billing to the City.

4.9 Access to Court. The County shall provide the City with access to the Facility's in-house courtroom for hearings involving incarcerated inmates. The County will provide an internal escort within the Facility and security within the courtroom. The City may also access the County video court system for the City court hearings provided:

a. The City's system is compatible with the existing County system;

b. Any interfaces, either hardware or software, necessary for the City to access the system will conform with County security protocols and be paid for by the City;

c. Times of access will be coordinated with County Jail personnel and cannot interfere with use by either District or Superior Courts; and

d. The City shall have no claim if any County or Jail Video or Audio Court System becomes inoperable or temporarily dysfunctional.

4.10 Booking an Inmate.

a. Documentation of Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial order of commitment, court order from another court of competent jurisdiction, or a properly completed probable cause affidavit in a format prescribed by the Sheriff.

b. Administrative Booking. Upon request by the arresting officer, City Prosecutor or the City Court, and when not otherwise prohibited by law, court rule or court order, the County shall administratively book and release the City Inmate as soon as practicable. The County further reserves the right to administratively book and release, as soon as practicable, a City Inmate when, in the sole discretion of the Sheriff or designee, the County is unable to accept the City Inmate for housing or when such action is not otherwise prohibited by statute, court rule or court order. The County will make a good faith effort to notify the arresting officer of the County’s decision that it will release an inmate immediately after booking so the arresting officer may pursue an option other than booking in the County Correctional Facility.

c. Health Care Clearance. The County shall have the right to refuse acceptance of any City Inmate who, in the judgment of the County, has a current medical, mental health or dental condition, which may adversely affect the safety of the individual, the safety of other inmates, the safe operations of the Correctional Facility, or is beyond the operational or physical limitations of the Facilities. The County may require written clearance from the local hospital prior to booking, the cost of which will be the responsibility of the City. Additionally, the County has no obligation to receive into custody or retain custody of a City Inmate when, in the opinion of Correctional Facility staff or community medical or mental health staff the City Inmate is not medically or psychiatrically able to be housed in the Correctional Facility, or needs medical or psychiatric attention that would require treatment at a hospital or other type of health care facility. The County will notify the City in these instances so that the City
can arrange other transport and housing. At all times, the Sheriff or designee shall have final authority to determine whether a City Inmate is medically or psychiatrically fit for the County’s Correctional Facilities.

d. If a booked City Inmate requires immediate hospital or emergency treatment, the County will have the inmate transported to the local hospital and a county correctional officer will remain with the inmate until such time as follows: 1. The inmate receives treatment and is discharge from the emergency room, or 2. The inmate is admitted to the hospital or other health care facility, or 3. A temporary medical release has been obtained from a City Judicial Officer. The costs of these non-routine services will be included as part of the medical billing to the City.

4.11 Determination of Case Status. The County Prosecuting Attorney shall have the sole authority to determine which felony arrest cases submitted by the City shall be charged as felonies or referred to the City for review as gross-misdemeanors or misdemeanors charges. The City shall not be responsible for any case charged as a felony, pursuant to the determination of case status by the County Prosecuting Attorney. The City will be responsible for all costs of non-routine services provided by outside medical providers administered prior to sentencing for felony inmates arrested by the City law enforcement officers. If the determination is made by the County Prosecuting Attorney that a case should be referred to the City for review and possible charging as a gross-misdemeanor or misdemeanor, such cases shall be referred to the appropriate City Attorney in the Municipal Court, with all inmate services charged to the City from the point of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor shall not require compensation by the City except as otherwise specified in this Agreement. If a determination is made by the County Prosecuting Attorney that a City case originally charged as a gross-misdemeanor or misdemeanor will be charged as a felony, then all inmate services will be charged to the County, unless otherwise specified in this Agreement.

4.12 Jail Alternative Programs. City Inmates qualified to be eligible for Jail Alternative Programs (“Programs”) by the sentencing Judge may be permitted to participate in these Programs at the discretion of the Sheriff or designee. Such programs may include but are not limited to In-Custody and Out-of-Custody Work Crews, Work or School Release and Electronic Home Monitoring/Detention. The County will make Programs available to City Inmates based on the same criteria and extent they are made available to County Inmates.

A City Inmate may be terminated from a Jail Alternative Program if: (1) the city municipal court enters an order terminating the City Inmate from the Program or otherwise amends an earlier order, or (2) the County determines, in its sole discretion, that the City Inmate is no longer eligible for the Program.

Upon termination from a Program, a City Inmate in the custody of the County shall be confined in the Correctional Facility to serve the remainder of their term of confinement. However, the inmate’s status remains subject to the other provisions of this Agreement, including Section 4.2. If the City Inmate is not in the County's custody at termination, he or she will be the immediate responsibility of the City for all purposes, including, but not limited to, the duty to apprehend.

4.13 Release of Inmates. The County will facilitate the release of City Inmates who have completed their sentences, posted bond or bail, or who have been released by the city court. The County will make reasonable attempts to notify the City when their inmates are released from custody via one of the following methods:
a. Notice of Time Served: Used when an inmate has completed a sentence by the city court.

b. Posting of Bail/Bond: The County agrees to process bail and/or bail bonds posted by inmates. The County will deliver bail bonds or money posted for inmates to the municipal court in a timely manner. Performance bonds will not be accepted by the County, but must be posted directly with the Court of Jurisdiction.

c. Personal Recognizance (PR): If a City Inmate is released, but a PR form is not completed by the City Court, the County will route a copy of the County PR form to the Municipal Court in a timely manner or request that the City provide a City PR document immediately.

4.14 Earned Early Release. The County will grant early release credits to City Inmates in accordance with Chapter 9.94A RCW and County Sheriff’s Office policies and procedures.

4.15 City Inmate Incarceration Status Records. In order to facilitate the management of the jail population, the County will provide the City with real-time access to the relevant Sheriff’s Office records management system, so the City may determine the following:

a. The names and booking data of City Inmates held at the Main Jail on city charges or sentences, including the amount of accrued credit for time served on the current charge(s);

b. The names and booking data of City Inmates held at the JWC on city charges or sentences, including the amount of accrued credit for time served on the current charges (along with which City Inmates are participating in jail alternative programs). This information will be attached to inmate records, accessible by the City; and

c. The total inmate population(s) and location.

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

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

4.18 Correctional Facility Bed-Day Utilization Reporting. The County shall report, at least quarterly, to the City the actual number of inmate days utilized by each Party in the previous quarter, and the total number of actual inmate days. This report may take the form of a master quarterly report, with all contract agency use figures being included on the same report.

5. Per Diem, Costs and Billing. The County will notify the City by August 15th of every year of the estimated booking fee, per diem, rates, and fees to be charged in the next year. This estimate is not binding on the County, but will be the best estimate provided based on the information available at that date. Per Diem, rates and fees will be for in-custody jail per diem (bed day charges), out-of-custody Work Crew, and Electronic Home Detention or other alternative programs. The final booking fee, per diem, rates, and fees may also include a capital replacement charge to fund the replacement of infrastructure and component systems of the Correctional Facilities. The daily capital replacement charge
will be billed as outlined for per diem. These costs will be determined following adoption of the County Budget by the County Council, and established in the Whatcom County Unified Fee Schedule. The Unified Fee Schedule will set forth these costs for that year and will be provided to the City with the first monthly statement in the new year. The applicable charges for custody of the inmates as well as the basis for adjustments in the charges will be presented at the County Council hearings for the adoption of the County Budget. The Unified Fee schedule is available on the County’s website and is incorporated herein by reference. Failure by the County to notify the City by August 15th will not prohibit the County from establishing new costs as described above. The per diem, rates and fees from July 1, 2018 through December 31, 2018 will be established through Executive authority as per the attached Exhibit A; 2018 Jail Per Diem Fee Schedule.

5.1 In Custody Jail Per Diem. An In-Custody Facilities per diem cost shall be charged to the City, for each City Inmate. The City will be charged pursuant to the following terms:

a. The City will be charged per diem in one-third (1/3) day increments for persons incarcerated in the Facilities on city gross-misdemeanor or misdemeanor charges, warrants, or for any other City Inmate incarceration purposes. Persons incarcerated on felony charges will be the responsibility of the County, except nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to sentencing.

b. Persons originally incarcerated for a felony offense that is declined by the County Prosecutor and returned to the City Attorney shall be the City's responsibility from the date and time of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor, shall not require compensation by the City.

c. If a city or tribal charge is concurrent to either county court or another city, tribal or contracting jurisdiction charge, each entity will equally share the per diem for the shared incarceration period. The City shall not be charged for per diem costs related to inmates on which the City has no hold.

5.2 Booking Fee. A booking fee shall be charged to the City, for each person booked into the Correctional Facility on the City’s charges or warrants. This will include inmates returned to the County Correctional Facility from an alternative facility for hearings and/or trial and/or order of the City Court. City Inmates booked into the jail and released within eight (8) hours will only incur the booking fee. City Inmates who are booked into the Correctional Facility and held in the Facility will incur both the booking fee and a per diem charge accruing in one-third (1/3) day increments. If an inmate is booked on charges from multiple local entities, the booking fee will be split evenly between those jurisdictions.

In those instances where the City court requests that an inmate be brought to the in-house Facility’s courtroom on a charge that is not reflected in the inmate’s current booking record, the inmate will be escorted to court and the case heard by the City court, and any new charge(s) will be added to the inmate’s booking record. If the inmate is already being held on a City charge, there will be no change to the per diem, but an additional booking fee will be charged. The additional booking fee will be shared equally with any other jurisdiction(s) on the inmate’s current booking. If the inmate was not being held on a City charge, per diem will begin on the date the new charge(s) are entered if the City Inmate is held in custody on the City charge. Per diems and booking fees will be pro-rated as described in this Agreement.
5.3 Alternative Jail Programs/Per Diem. Jail Per Diem costs for In-Custody Work Release and Work Crew, Electronic Home Detention and Out of Custody Work Crew shall also be charged to the City, for each City Inmate. The City will be charged for Alternative Jail Programs as follows:

a. In-Custody Work Release: If a City Inmate participates in Whatcom County’s Work Release Program the City will be charged the In Custody per diem rate per bed day for work release inmates. Any funds collected from the inmate will be credited to the City.

b. In-Custody Work Crew: If a City Inmate participates in the In Custody Work Crew Program the City will be charged the In Custody per diem rate per bed day for work crew inmates. Any funds collected from the inmate will be credited to the City.

c. Electronic Home Detention/Monitoring: If a City Inmate qualifies for County Electronic Home Detention/Monitoring, billing to the City for these participating inmates will be based on the Electronic Home Detention/Monitoring per diem rate. Any funds collected from the inmate will be credited to the City.

d. Out of Custody Work Crew: If a City Inmate participates in the Out-of-Custody Work Crew Program, billing to the City for these participating inmates will be based on the Out of Custody Work Crew per diem rate. Any funds collected from the inmate will be credited to the City.

e. The above-described provisions will also apply to any other alternative day release of the City Inmate, such as school release.

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

If a city charge is concurrent to either Superior Court, another jurisdiction’s gross-misdemeanor or misdemeanor charge or another contracting jurisdiction, such as tribal court, the City shall be billed the proportionate percentage share of the current year per diem for the shared incarceration period.

5.4 Health Care Costs. All medical charges invoiced to the City shall be in compliance with Washington State law. All City Inmates shall receive medical, mental health, and dental treatment when medically necessary to safeguard their health while in custody as required by law. Medical costs shall be allocated per state law or by agreement between the City and the County. If there is a difference between state law allocation of such costs and an agreement between the City and the County, this Agreement shall control. The County shall be responsible for providing routine health care. Such health care will include those health care services routinely delivered at normal cost by County staff, contracted practitioners, or nursing staff, and delivered within the Facilities.

a. The County is not responsible for the cost of services delivered to City Inmates outside of the Facility, or for non-routine services provided by outside medical practitioners within the Facility. The City shall be responsible for the costs of any and all emergent or necessary medical or health care, dental and psychiatric treatment provided outside of the County Facilities or non-routine services or medication provided to the City Inmate inside the Facility. Payment for emergency, exceptional or non-routine necessary medical or healthcare
for City gross-misdemeanor or misdemeanor inmates shall be made by the City upon written invoice by the County or such other terms as City and the County may agree upon in writing. The County will additionally bill the City for pre-sentence felony inmates, held on City cases, who incur emergency, exceptional or non-routine necessary medical or health care costs. The County shall notify the City within a reasonable period of time, when the County becomes aware that an inmate being held on City charges or awaiting sentencing on City felony charge is in need of emergency, exceptional, or non-routine necessary medical or health care or when the inmate has been transported for emergency care. Any decision to release a pre-trial City felon, City pre-trial detainee, or City Inmate for this reason will rest with the City, the Prosecuting Attorney and/or City Attorney, and/or the Court. Included in the cost of extraordinary medical costs will be the costs to transport and/or provide a guard detail if the inmate is not released by the Court. This may include payments to other Corrections Agencies if the inmate is hospitalized in an out of area hospital and not released by the Court.

b. The County agrees to utilize all existing agreements with medical practitioners and organizations to mitigate any medical costs, to make its best efforts to negotiate additional favorable agreements, and seek out any and all eligible third party reimbursement for medical costs (including health or auto insurance, DSHS/Medicaid, and/or the State of Washington), in the same manner and extent as the County does for inmates held on its own charges and prior to billing the City. No third party beneficiary contract or contract of insurance is intended by this contract. Non-routine necessary medical or healthcare shall include all practitioner-ordered healthcare or medical services delivered to City inmates outside of the Facilities, specialized care provided by non-contract health care providers in or out of the Facilities, and emergency treatment, including EMS and the local Hospital Emergency Department.

c. Any failure or error by the County to provide the City with proper notification of extraordinary, non-routine necessary medical or healthcare, emergency care, dental and/or mental health services described under Section 5, delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under this Agreement.

5.5 Invoicing for Extraordinary, Non-Routine, Necessary Medical or Health Care, Emergency Care, Mental Health and Dental Services. The County shall invoice the City for all costs incurred for extraordinary or non-routine necessary medical, health, or emergency care, dental, or mental health services to City Inmates, including, but not limited to, durable medical equipment, ambulance fees, medical, dental, and mental health services provided outside the Facilities, specialized equipment or extraordinary medications essential to the inmates health such as chemotherapy, anti-viral or biologic medications. Extraordinary Medical Costs do not include routine medical examinations, tests, procedures performed at the Facilities by Facility staff or contractors or routine medications. The County will facilitate use of a City Inmate’s third party medical insurance whenever possible. If coverage is available, the County will bill the City Inmate’s health insurance and/or applicable public assistance and credit the City. Credit amounts may show up on billings subsequent to the time of service, due to processing timelines by both the provider and the third party payer.

5.6 Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or any other schedule mutually agreed upon by the Parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the
monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (1) make complete and timely payment on the outstanding balance, and (2) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City's written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City's next billing cycle, provided, that upon termination of this Agreement, the County shall pay the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under this Agreement.

5.7 Review and Records Maintenance. Each Party, at its own expense, may examine the other Party's relevant books and records to verify charges and may conduct an audit to determine if billing errors have been made. The County shall maintain accurate time and accounting records related to the services for a period of three (3) years following final payment.

6. Indemnification/Hold Harmless. To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability is adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. Each Party will pay their own attorney's fees and costs for arbitration but the Parties shall share equally in the arbitrator's costs and fees.

6.1 Insurance. Each Party shall obtain and maintain insurance coverage in minimum liability limits of five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate, by an insurance carrier and/or self-insurance for their own liabilities from damage to property and injuries to persons arising out of its activities associated with this Agreement. The maintenance of, or lack thereof, of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party(s). Upon request, each Party shall annually provide and attach to this Agreement, or an extension to this Agreement, a certificate of insurance or letter of self-insurance.

6.2 Waiver under Washington Industrial Insurance Act. The foregoing indemnity is specifically
intended to constitute a waiver of each Party’s immunity under Washington’s Industrial Insurance Act, Chapter 51 RCW, as to the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor’s employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The terms of the Indemnification provisions shall survive the termination or expiration of this Agreement.

7. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the Parties do not assume liability or responsibility of the other Party which arises in whole or in part from the existence or effect of the other Party’s ordinances, policies, rules or regulations. Nor shall any Party be liable or responsible for any claims of conduct or actions by the other Party, the other Party’s courts, or law enforcement, including, but not limited to, claims of unlawful arrest, excessive force, unlawful imprisonment, unconstitutional deprivation, negligence, errors, omissions or misconduct. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Party’s ordinance, policy, rule or regulation is at issue, or Party’s court, Party’s Prosecutor or the Party’s law enforcement agency as described above, each Party shall defend themselves at their own expense, and if judgment is entered or damages are awarded against any Party, each Party shall pay their proportionate share of any damages, liability, costs, and fees awarded to the injured third party. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration, with each Party paying their own costs and fees for arbitration.

8. Default and Disputes and Remedies.

Default. If either Party fails to perform any act or obligation required to be performed by this Agreement, the other Party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, if the non-performance is an act that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

Dispute. Should a dispute arise as to the application, compensation, enforcement or interpretation of this Agreement between the City and the County, such Dispute or Default described above, shall be progressively resolved in the following manner:

1. Through good faith and reasonable negotiations between the City and the County’s respective contacts;
2. Through good faith and reasonable negotiations between the Mayor and the County Executive or Administrators;
3. In the event the City and the County do not reach an agreement within 90 days of commencing negotiations, the matter will be submitted to non-binding mediation or, if agreed by the Parties, forego mediation and proceed directly to binding arbitration. The arbitrator may be selected by agreement of the Parties under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, and conducted in Bellingham, WA., or if agreement is not reached, conducted through JAMS (mediation and arbitration services) in Seattle, WA., or as otherwise agreed in writing by the Parties. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. All fees and expenses for mediation
or arbitration shall be borne by the Parties equally; however, each Party shall bear the expense of its own counsel, experts, witnesses, fees, attorney’s fees, and costs for preparation and presentation of evidence; and

4. The Parties may mutually agree to extend the negotiation period. If the parties cannot agree upon the selection of an impartial arbitrator within fourteen days of a written request for arbitration by either Party, the arbitrator shall be selected as provided in the Superior Court Mandatory Arbitration Rules by a judge of the Superior Court of Skagit County or JAMS. The arbitration shall be conducted pursuant to the Superior Court Mandatory Arbitration Rules.

5. It is agreed between the Parties that no attorney fees or costs shall be awarded to the prevailing Party under these provisions.

Nothing in this section shall deny any rights established elsewhere in this Agreement.

In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in this Agreement, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Correctional Facility and at the County's request, remove all City Inmates from the Correctional Facility within fourteen (14) days of notice. The City shall be responsible for transporting and arranging an alternate correctional facility to house City Inmates. Thereafter, the County may, in its sole discretion, accept city inmates to the Correctional Facility if all outstanding invoices are paid. Interest on balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month.

9. **Early Termination by the County.** Except as provided in Section 8.3 below, the County may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the City and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.1 **Early Termination by the City.** The City may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.2 **Early Termination by the County for Lack of Funding.** This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

9.3 **Calculation of Costs Due Upon Early Termination.** Upon early termination of this Agreement as provided in Section 8, the City shall pay the County for all services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or services performed following the effective date of termination unless authorized in writing by the City.

10. **Notices.** All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States first-class mail, or electronically (via e-mail) to the applicable Administrator(s) or the Administrator's designee. Notice delivered in person shall be deemed given when received by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator(s), or their designee, at the addresses set forth in Section 3 of this Agreement. Notice
delivered by email shall be deemed given as of the date and time received by the recipient.

11. **Miscellaneous Provisions.**

11.1 **Compliance with Laws.** In the performance of its obligations under this Agreement, Parties shall comply with all applicable federal, state, local laws, rules and regulations.

11.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral and/or written agreements between the Parties regarding the subject matter contained herein.

11.3 **Conflicts between Attachments and Text.** Should any conflicts exist between any attached exhibit or schedule, and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

11.4 **Governing Law and Venue.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Skagit County Superior Court, unless agreed otherwise in writing by the Parties, in the State of Washington.

11.5 **Interpretation.** This Agreement and each of the terms and conditions are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

11.6 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

11.7 **Savings.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be construed and limited only to the extent necessary to bring it within legal requirements.

11.8 **No Waiver.** A Party’s forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

11.9 **No Assignment.** Except as provided in Section 4.1, this Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
11.10 **Warranty of Authority.** Each of the signatories hereto warrants and represents that he/she is competent and authorized to enter into this Agreement as an Administrator(s) on behalf of the Party for whom he or she purports to represent within this Agreement.

11.11 **Independent Contractor.** The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

11.12 **No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

11.13 **No Separate Entity Necessary.** The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

11.14 **Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

11.15 **No Third Party Beneficiaries.** This Agreement and each and every provision hereof are for the sole benefit of the Parties. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

11.16 **Force Majeure.** In the event either Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

11.17 **This is an Integrated Agreement.** Neither Party has relied on any representation other than those expressly set forth herein in entering into this Agreement.

11.18 **Neutral Authorship.** Each of the terms and conditions of this Agreement have been reviewed and negotiated with respect to legal counsel, and represents the combined work product of the Parties hereto, and this Agreement shall not be interpreted for or against any Party hereto based upon authorship. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they and their authorized representatives executing this Agreement, have fully read this Agreement, understand its meaning and effect, and agree to enter into this Agreement with full knowledge of its terms and conditions. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing and executed by both Parties.

11.19 **Compliance with the Law.** The Parties agree that during the performance of this Agreement
they shall abide by all Federal, State and local laws, provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability, with reasonable accommodation, prevents the proper performance of the work involved.

If new law or legally binding precedent under RCW 70.48.130 is directly applicable to any term or condition in this Agreement, which makes such term or condition in this Agreement unlawful, the contract shall be amended in writing and signed by the Parties. However, if any term or condition is allowed to have been negotiated by the Parties in this Interlocal Agreement, the negotiated term or condition shall remain in full force and effect and be binding on the Parties. Retroactivity shall not apply.

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

11.21 Establishment of Stakeholder Committee and Composition. The Parties to this Agreement shall participate in Finance and Operations Stakeholder Committee on an annual basis, or as needed, to discuss matters and make recommendations related to Jail finances and operations. The Committee shall consist of the police chiefs from all contracting City jurisdictions or a person selected by the Chief Executive Officer from the contracting City jurisdiction; the Sheriff; the Chief Corrections Deputy and the County Executive. The Committee shall meet annually on or around July 31st, to coincide with the Parties’ budget processes. The Committee may present any recommendations to the County Council, the Sheriff and the County Executive.

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

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

11.24 Agreement Contact. The County’s initial contact for this Agreement shall be the County’s designated Administrator(s). The City’s initial contact shall be the City’s designated Administrator(s) as named in Section 3.0 of this Agreement. The Parties to this Agreement may designate new contacts by providing written notice to all the other Parties.

11.25 Modifications. Either Party may request changes in this Agreement. Any and all agreed modifications, to be valid and binding upon either Party, shall be in writing and signed by both Parties.

11.26 Filing. This Agreement shall be filed with the Whatcom County Auditor’s Office, or posted on the County’s website.
IN WITNESS WHEREOF, Whatcom County and the City of Everson have executed this Agreement on the date and year written below.

DATED this __________ day of __________, 20__.

WHATCOM COUNTY:

Approved as to form:

[Signature] 6/11/18
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 _____________, 2018, 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 Whatcom County. My commission expires ______________.
CITY OF EVERSON:

EXECUTED this 23rd day of May, 2018. For the CITY OF EVERSON

Mayor

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this 23rd day of May, 2018, before me personally appeared John Perry, to me
known to be the Mayor of the City of Everson, who executed the above instrument and who
acknowledged to me the act of signing and sealing thereof.

Rhonda L. Hanowell
NOTARY PUBLIC in and for the State of Washington, residing at Everson.

ATTEST:

Finance Director

Approved as to form:

Office of the City Attorney

Departmental Approval:

Chief of Police
### 2018 Jail Per Diem Fee Schedule

**July 1, 2018 - December 31, 2018**

<table>
<thead>
<tr>
<th>Program</th>
<th>Rate</th>
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<tbody>
<tr>
<td>In Custody - Base Rate</td>
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<tr>
<td>Capital Replacement</td>
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<tr>
<td>Booking Fee</td>
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<tr>
<td>Out of Custody Work Crew</td>
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<td>Electronic Home Detention</td>
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**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>AL</td>
<td>05/22/18</td>
<td></td>
<td>06/19/18</td>
<td>Finance Committee</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>6/19/18</td>
<td>Council</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>6/11/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>CB</td>
<td>6/11/18</td>
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<td></td>
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<tr>
<td>Executive:</td>
<td></td>
<td>6/11/18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Jail Facility Use Agreement

**ATTACHMENTS:** Memo and Jail Facility Use Agreement

---

**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.)

Request authorization for the County Executive to enter into a new Jail Facility Use Agreement between Whatcom County and the City of Nooksack effective July 1, 2018.

---

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Whatcom County Council Members

FROM: Jack Louws, County Executive

DATE: June 19, 2018

SUBJECT: New Jail Facility Use Agreements with Cities

We met with the Small Cities Partnership, including representatives from the City of Bellingham, and with the Whatcom County Police Chief Association and asked for comments on the new jail use facility agreement. Following that, Bellingham was the only jurisdiction that raised concerns with some parts of the agreement. We incorporated many of their comments and distributed the final version to all cities on May 7. The cities then sought and obtained approval of the agreement with their respective Councils.

We have those agreements in hand, and are asking for County Council approval to enter in to them with each city. The agreements run for a two-year term ending on June 30, 2020 and can then be renewed for up to three additional two year terms for a period of six additional years.

I recommend approval of the attached agreement with the City of Nooksack.

JL
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office (Sheriff)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>Jail</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Executive/Sheriff</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>City of Nooksack</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes ☒ No ☐ If not, is this an Amendment or Renewal to an Existing Contract? 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: 118000

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): $ ____________

This Amendment Amount: $ ____________

Total Amended Amount: $ ____________

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000,** and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit “B” of the Budget Ordinance
5. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/ or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

**Summary of Scope:** This agreement allows Whatcom County to provide Correctional Facilities as a place of confinement for the incarceration of one or more City inmates lawfully committed to custody and Correctional Facility services.

<table>
<thead>
<tr>
<th>Term of Contract: Two year w/3 two year renewals</th>
<th>Expiration Date: June 30, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Routing: 1. Prepared by: Twh Date: 06/04/18</td>
<td></td>
</tr>
<tr>
<td>2. Attorney signoff: Date: 06/04/18</td>
<td></td>
</tr>
<tr>
<td>3. AS Finance reviewed: Date: 06/04/18</td>
<td></td>
</tr>
<tr>
<td>4. IT reviewed (if IT related): Date: 06/04/18</td>
<td></td>
</tr>
<tr>
<td>5. Contractor signed: by City: Date: 06/04/18</td>
<td></td>
</tr>
<tr>
<td>6. Submitted to Exec.: Date: 06/04/18</td>
<td></td>
</tr>
<tr>
<td>7. Council approved (if necessary): Date: 06/04/18</td>
<td></td>
</tr>
<tr>
<td>8. Executive signed: Date: 06/04/18</td>
<td></td>
</tr>
<tr>
<td>9. Original to Council: Date: 06/04/18</td>
<td></td>
</tr>
</tbody>
</table>

**Last edited 02/15/18**
INTERLOCAL JAIL FACILITY USE AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY AND THE CITY OF NOOKSACK

INTERLOCAL AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY and the CITY OF NOOKSACK ("Agreement"), is made and entered into this 4TH day of June, 2018, by and between WHATCOM COUNTY, a political subdivision of the State of Washington ("County"!), and the CITY OF NOOKSACK, a municipal corporation of the State of Washington ("City") and (County and City hereinafter referred to as the "Parties" or "Party"), pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW.

RECITALS

A. The County currently maintains and operates Correctional Facilities known as the Whatcom County Jail and the Whatcom County Jail Work Center (JWC) (hereinafter the Jail and JWC may be referred to as "Correctional Facility" or "Facilities"). In order to assist other jurisdictions, the County from time to time will enter into Interlocal Agreements to confine in its Correctional Facilities persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate Correctional Facilities and to confine inmates therein.

C. The City desires to confine persons who have been arrested, detained or convicted by the City for criminal offenses ("City Inmate") and the County is willing to furnish its Correctional Facilities, services, and personnel in exchange for payment from the City for fees and costs, as provided in this Agreement.

D. The Parties recognize the Correctional Facilities require additional capacity and an improved infrastructure in order to safely incarcerate the number of inmates for the City, County and other contracting jurisdictions.

E. The Parties recognize that at times during the period of this Agreement, major repairs and modifications to the Correctional Facilities are anticipated to occur. It is further anticipated this work will affect the capacity of these Facilities and the cost of services.

F. The Parties recognize that the County may contract with other jurisdictions including the Lummi Nation and Nooksack Tribe of Washington to book and detain their inmates.

AGREEMENT

NOW, THEREFORE, in consideration of the respective terms and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City agree to the following:

1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the
City to work together efficiently and effectively in order for the County to provide the City with Correctional Facilities as a place of confinement for the incarceration of one or more City Inmates lawfully committed to custody and Correctional Facilities services ("services"), as defined in Section 4, and set forth under the rules and conditions in the applicable Sheriff’s Office and County policies, procedures, rules and regulations, this Agreement and any attachments hereto.

2. **Effective Date and Duration.** This Agreement shall be effective when duly executed by the Parties. This Agreement shall begin on July 1, 2018, and remain in effect through June 30, 2020, unless earlier terminated pursuant to other provisions in this Agreement or by written mutual agreement. The term of this Agreement may be extended or renewed for up to three (3) additional two (2) year terms for a total of six (6) additional years, provided that each Party's rights or obligations at the end of each contract period are contingent upon local legislative appropriation of necessary funds to provide services contained in this Agreement in accordance with applicable law.

3. **Administrators.** Each Party to this Agreement shall designate their own administrator(s) ("Administrator(s)"), who may be designated by title or position to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

<table>
<thead>
<tr>
<th>County's Administrator:</th>
<th>City's Administrator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Executive, Jack Louws (or designee)</td>
<td>Whatcom County Sheriff, Bill Elfo (or designee)</td>
</tr>
<tr>
<td>311 Grand Ave, Courthouse</td>
<td>311 Grand Ave. -Public Safety Building</td>
</tr>
<tr>
<td>Bellingham, WA 98225</td>
<td>Bellingham, Washington 98225</td>
</tr>
<tr>
<td>360-778-5200</td>
<td>360-778-6600</td>
</tr>
</tbody>
</table>

3.1 **Change of Administrator(s).** Either Party may change its Administrator(s) at any time by delivering written notice of such Party's new Administrator(s) to the other Party.

4. **Scope of Services.** As described in Section 4 and subject to the terms and conditions provided in this Agreement, the County agrees to provide City Inmate services for gross-misdemeanor and misdemeanor cases initiated by the City for those offenses alleged to have been committed by adults within the City. The County will hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial order of commitment, or transferred to another (non-Whatcom) correctional facility and/or returned to the custody of the City.

4.1 **Assignment.** The County shall provide at least thirty (30) days prior notice to the City of its intent to assign or delegate duties under this Agreement, specifying which duties it intends to assign or delegate and the name and address of the persons or entity to which it intends to assign or delegate.

4.2 **Basic Services.** The County shall provide Correctional Facilities services to the City subject to the terms and conditions set forth in this Agreement. The County, in its sole discretion, may decline to accept or retain custody of a City Inmate for any of the reasons identified in this Agreement. The County shall notify the arresting officer, the City's judicial branch or the City’s law enforcement agency of the non-acceptance and provide the reason(s) for the non-acceptance. The County shall also notify the City’s law enforcement agency in accordance with applicable law.
enforcement agency of any population control measures that may result in an inability to accept City Inmates. Acceptance of City Inmates into the Correctional Facilities shall be conditioned upon the terms and conditions set forth in this Agreement.

4.3 Reducing Jail Services. The County shall provide City Inmate services consistent with the standards contained in this Agreement. If circumstances require the County to reduce services to the City and to other contracting jurisdictions, such reduction in services shall be made uniformly among the contracting Cities and other contracting jurisdictions for gross-misdemeanors and misdemeanors. The County shall provide reasonable notice to contracting Cities and other contracting jurisdictions of its intention to reduce service levels in the Correctional Facilities or correction programs, unless specific circumstances require more immediate action. The uniform reduction in services provided herein shall not apply to felony cases and inmates, except as expressly provided in this Agreement. The need for reductions shall be at the sole discretion of the Sheriff in light of his assessment of potential overcrowding, challenges in maintaining critical infrastructure, life-safety and security systems, construction and repairs occurring or anticipated to occur within the jail, behavioral and security concerns regarding the inmate population, and other factors judged by the Sheriff to be relevant. In the case of such a reduction, the City shall contract with or provide arrangements for inmate housing services and the transportation of City Inmates to another jail facility other than Whatcom County to include a jail facility that will directly accept inmates from officers following arrest.

The County shall provide reasonable notice to the City of its intention to reduce service levels in the Correctional Facilities or any correction programs. Reductions shall be made first by prioritizing the housing of inmates for which the County is legally responsible and obligated to detain and house. In an effort to avoid reduced booking and inmate holding services for the City and other contracting jurisdictions for gross-misdemeanor and misdemeanor inmates, the Sheriff will first consider reviewing the classification status for all appropriate inmates for possible transfer to any other county correctional facility (including jail alternative programs). The Sheriff will also require the Washington Department of Corrections to transfer inmates that the Sheriff is not legally required to detain to another facility in order to reduce the need to transfer City or tribal pre-trial inmates.

If the above described measures do not reduce the Facilities population to the extent needed to safely operate the Facilities, the Sheriff will further consider the transfer or removal of post-conviction or sentenced inmates under the following conditions:

1. Inmates that do not have pending pre-trial charges in other courts within Whatcom County;
2. Inmates not participating in the Inmate Worker program; and
3. Inmates not participating in jail alternative programs.

Subject to contractual authority and available funding, the Sheriff may also consider transferring County Inmates who have no pending criminal cases in Whatcom County to another out-of-county facility, reducing the need for the City Inmates and other contracting jurisdictions to transfer “pre-trial” inmates. This transfer will be to a correctional facility outside of Whatcom County.

In cooperation with Sheriff’s Office staff, the City and other contracting jurisdictions will identify inmates held on their charges for transport to a contracted out-of-county facility. If Whatcom County is housing City Inmates who have disposed of charges in a Whatcom County court and a City contracting jurisdiction’s court, and both entities are contracting with the same out-of-county facility, upon mutual agreement by both Parties, the City Inmates may be transferred to an out-of-county facility, and each jurisdiction shall be billed and pay for the proportionate share of the contracted facilities’ per diem and costs for the inmates’ incarceration period.

If circumstances require the County to reduce services further and require the transport of pre-trial
inmates, the Sheriff shall hold all City gross-misdemeanor and misdemeanor inmates until the City Inmate’s first court appearance or first review by a judicial officer. It shall be the City’s responsibility to ensure that such hearing or review is held within 48 hours of booking. If a City Inmate is not released on personal recognizance or bail within 24 hours of the first court appearance or review by a judicial officer, and cannot be transferred to the JWC due to capacity or security/classification concerns, the City will arrange to have the inmate transferred out of the Whatcom County Correctional Facility within 48 hours following the first appearance or judicial review, or at a later time agreed to by the Sheriff. In the event of an emergency, the Sheriff may require the inmate to be moved as soon as reasonably possible. The City will provide the County a point of contact, available 24 hours a day, for receiving the notifications. The County agrees to allow City Inmates who have been transferred to another facility to return to the County Correctional Facility for trial or other necessary court appearances. Such inmates will be subject to transport back to the contracted facility as soon as reasonably possible, unless otherwise agreed.

In the event a City Inmate cannot be placed on the alternative facility transportation, it will be up to the City to arrange alternative transportation. If an inmate is deemed medically unstable for transport by the Jail Health Care staff, the inmate may remain at the Jail until such time as the inmate is stable for travel, released by court order, or transferred to another facility/hospital.

In an effort to control jail population and to minimize jail utilization and the interruption of regular law enforcement practices, all jurisdictions are encouraged to consider the following methods as alternatives to incarceration during pre-trial and post-conviction phases, including, but not limited to:

1. Issuing citations in lieu of physical arrest or referring low-level, non-violent, gross-misdemeanor, misdemeanor or felony offenses to the appropriate prosecutor’s office in accordance with the law, community safety and the effective administration of justice;

2. Referring or transporting eligible persons to behavioral health or other diversion and alternative programs and/or facilities, as permitted by law.

4.4 Jail Population Control Measures

To help ensure community safety and the ability for law enforcement to book City Inmates, and if it becomes necessary to impose booking restrictions as part of broader population control measures, the Sheriff will, to the extent permissible by law, uniformly apply such restrictions between those arrested by the City, County and State law enforcement agencies. The continued facilitation of booking and holding arrested persons following initial arrest will remain a priority and take precedence over reducing the need to transfer pre-trial inmates.

If booking restrictions are imposed, arrests for felony charges, misdemeanor assault, domestic violence charges and violations, and DUI or similar impaired driving charges will be given priority for booking. To the extent practicable, the Sheriff’s Office will continue to allow exceptions to any booking restrictions imposed, based on the criteria developed by the Sheriff’s Office in the interest of public safety. If an inmate is booked by the City, the inmate will be booked on all charges, including gross misdemeanor and misdemeanor charges.

The Sheriff will work closely with the City and all contracting jurisdictions when providing notice of the need to reduce the jail population and when seeking the swift removal of City Inmates from the Facilities. Prior to implementing booking restrictions with respect to the City, the County will make a good faith effort to seek the removal of all other non-county inmates consistent with its Agreements with other jurisdictions and applicable law.

For those City Inmates who have been identified by the City for removal or transport, the County will
allow law enforcement/transport officers to enter the booking area inside the Facilities to receive custody of the City Inmates for transport or removal. The City’s employee or contractors, who have received clearance to enter inside the jail pursuant to Sheriff’s Office Policy, will be allowed entry. Clearances granted for the purpose described above may be cancelled or suspended by the Sheriff at any time due to emergency or other security-related circumstance deemed necessary by the Sheriff.

Notwithstanding the above provisions, the Sheriff retains the right and discretion to take more immediate action to reduce the jail population if the Sheriff determines such action is required. Such action may include, but is not limited to, advising the City of the need to maintain security, health and safety in the Facilities and shortening the time period for transfer after first appearance and/or implementation of booking restrictions. The City specifically recognizes the potential need to implement booking restrictions in the event of overcrowding, the failure or unreliability of facility systems or infrastructure, combined with an inability to swiftly remove a sufficient number of inmates, whether or not the inmates are in pre-trial or post-conviction status.

The Sheriff may also notify the City that specific gross-misdemeanor, misdemeanor or tribal inmates, regardless of pre or post-conviction status, need to be transferred due to special housing, care or management needs that cannot be accommodated within the County Facilities. In this case, the transfer of the inmate needs to be accomplished as soon as reasonably possible after notice is given.

Under the terms and conditions of this Agreement and as permitted by law, once a City Inmate is released from County custody, regardless of any court or probation conditions placed on an inmate and regardless of where the inmate is released, transported or housed by the City, the County shall bear no responsibility or liability whatsoever for the City Inmate, including but not limited to, the City Inmate’s mental, physical, or health care needs, the City Inmate’s conduct or behavior, or the City Inmate’s court obligations. If a City Inmate is subsequently re-booked into the Whatcom County Jail on a City matter, the County’s duties and responsibilities per this Agreement go back into effect during the time the City Inmate is in County custody.

4.5 Control of Correctional Facilities and Effect of Ordinance, Policies, Procedures, Rules and Regulations. County Correctional Facilities will be administered by the County in accordance with the law, ordinances, policies, procedures, rules and regulations of the Sheriff’s Office and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of County Correctional Facilities. The City and City Inmates shall be subject to County laws and ordinances, relating to Correctional Facility operations including any emergency security rules imposed by the Sheriff and/or the County Administrator(s), and those Sheriff’s Office policies, procedures, rules and regulations relating to Correctional Facility operations, provided that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, its judicial or law enforcement agencies, to the County as a duty to oversee City Inmates except as provided in this Agreement and as follows:

a. **Obligation to Abide by Policies and Procedures.** The City, its officers, employees and agents shall follow all applicable Sheriff’s Office Correctional Facility policies and procedures.

b. **Operational Control.** The City acknowledges the County’s operational control of the jail and alternate jail programs and agrees that City Inmates committed to the Whatcom County Jail and alternative jail programs are subject to the same lawful rules and
regulations required of other inmates incarcerated therein.

c. **Equal Treatment.** Except where provided elsewhere in this Agreement, the County agrees to furnish its Facilities and personnel for confinement of City Inmates and other services described in this Agreement in the same manner and extent as the County furnishes for the confinement of its own gross-misdemeanor or misdemeanor inmates, provided the County shall meet or exceed all legal requirements.

### 4.6 Inmates Defined.

a. **City Inmate.** As used herein, "City Inmate" shall mean inmates who are arrested and detained by a city law enforcement officer, and charged with a gross-misdemeanor and/or misdemeanor offense in a Municipal Court of the City, or released without charges, or originally booked for a felony offense, which felony charge is declined for felony charging and the case is referred to the appropriate City Attorney for review of filing in the Municipal Court.

b. **County Inmate.** As used herein, "County Inmate" shall mean inmates who are arrested and detained by the Whatcom County Sheriff, and charged with a gross-misdemeanor and/or misdemeanor offense in Whatcom County District Court, and held prior to charging or released without charges, or originally arrested for a felony offense, which is reduced to a gross-misdemeanor or misdemeanor offense and referred to the appropriate County Prosecuting Attorney for filing in the Whatcom County District Court, charged in Whatcom County Superior Court or are held on a non-city magistrate warrant. A County Inmate includes those inmates which the Sheriff is legally required to book and hold in custody.

c. **Third-Party Inmate.** For the purposes of this Agreement, "Third-Party Inmate" shall include inmates who are committed to a Correctional Facility by other entities, such as tribal, state, and federal agencies who are not a party to this Agreement.

d. **Material Witnesses Held in the Correctional Facility.** Inmate incarceration days arising from a material witness warrant shall be allocated and charged to the jurisdiction issuing the material witness warrant.

### 4.7 City Access to City Inmates.** All City law enforcement officers and defense attorneys (or authorized agents) shall have the right to interview confined City Inmates at any time subject to Correctional Facility security rules, emergency declarations, orders and regulations. Available interview rooms and appropriate communication technology may be used by city law enforcement officers and defense attorneys. Nothing in this Agreement obligates the County to install technology not currently available within the Correctional Facilities.

### 4.8 Transport of City Inmates.** The City shall provide or arrange for transportation and security of City Inmates to and from the Correctional Facility for initial booking and to all court appearances held in its municipal court. The City may contract with the County to provide custody or transportation services for outside court appearances, except when (1) the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical or health care and/or psychiatric evaluation or treatment, or (2) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Correctional Facility. In those instances where medical transports
are needed for a City Inmate, actual transportation costs will be included as part of the medical billing to the City.

4.9 Access to Court. The County shall provide the City with access to the Facility's in-house courtroom for hearings involving incarcerated inmates. The County will provide an internal escort within the Facility and security within the courtroom. The City may also access the County video court system for the City court hearings provided:

a. The City's system is compatible with the existing County system;

b. Any interfaces, either hardware or software, necessary for the City to access the system will conform with County security protocols and be paid for by the City;

c. Times of access will be coordinated with County Jail personnel and cannot interfere with use by either District or Superior Courts; and

d. The City shall have no claim if any County or Jail Video or Audio Court System becomes inoperable or temporarily dysfunctional.

4.10 Booking an Inmate.

a. Documentation of Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial order of commitment, court order from another court of competent jurisdiction, or a properly completed probable cause affidavit in a format prescribed by the Sheriff.

b. Administrative Booking. Upon request by the arresting officer, City Prosecutor or the City Court, and when not otherwise prohibited by law, court rule or court order, the County shall administratively book and release the City Inmate as soon as practicable. The County further reserves the right to administratively book and release, as soon as practicable, a City Inmate when, in the sole discretion of the Sheriff or designee, the County is unable to accept the City Inmate for housing or when such action is not otherwise prohibited by statute, court rule or court order. The County will make a good faith effort to notify the arresting officer of the County's decision that it will release an inmate immediately after booking so the arresting officer may pursue an option other than booking in the County Correctional Facility.

c. Health Care Clearance. The County shall have the right to refuse acceptance of any City Inmate who, in the judgment of the County, has a current medical, mental health or dental condition, which may adversely affect the safety of the individual, the safety of other inmates, the safe operations of the Correctional Facility, or is beyond the operational or physical limitations of the Facilities. The County may require written clearance from the local hospital prior to booking, the cost of which will be the responsibility of the City. Additionally, the County has no obligation to receive into custody or retain custody of a City Inmate when, in the opinion of Correctional Facility staff or community medical or mental health staff the City Inmate is not medically or psychiatrically able to be housed in the Correctional Facility, or needs medical or psychiatric attention that would require treatment at a hospital or other type of health care facility. The County will notify the City in these instances so that the City
can arrange other transport and housing. At all times, the Sheriff or designee shall have final authority to determine whether a City Inmate is medically or psychiatrically fit for the County’s Correctional Facilities.

d.  If a booked City Inmate requires immediate hospital or emergency treatment, the County will have the inmate transported to the local hospital and a county correctional officer will remain with the inmate until such time as follows: 1. The inmate receives treatment and is discharge from the emergency room, or 2. The inmate is admitted to the hospital or other health care facility, or 3. A temporary medical release has been obtained from a City Judicial Officer. The costs of these non-routine services will be included as part of the medical billing to the City.

4.11 Determination of Case Status. The County Prosecuting Attorney shall have the sole authority to determine which felony arrest cases submitted by the City shall be charged as felonies or referred to the City for review as gross-misdemeanors or misdemeanors charges. The City shall not be responsible for any case charged as a felony, pursuant to the determination of case status by the County Prosecuting Attorney. The City will be responsible for all costs of non-routine services provided by outside medical providers administered prior to sentencing for felony inmates arrested by the City law enforcement officers. If the determination is made by the County Prosecuting Attorney that a case should be referred to the City for review and possible charging as a gross-misdemeanor or misdemeanor, such cases shall be referred to the appropriate City Attorney in the Municipal Court, with all inmate services charged to the City from the point of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor shall not require compensation by the City except as otherwise specified in this Agreement. If a determination is made by the County Prosecuting Attorney that a City case originally charged as a gross-misdemeanor or misdemeanor will be charged as a felony, then all inmate services will be charged to the County, unless otherwise specified in this Agreement.

4.12 Jail Alternative Programs. City Inmates qualified to be eligible for Jail Alternative Programs ("Programs") by the sentencing Judge may be permitted to participate in these Programs at the discretion of the Sheriff or designee. Such programs may include but are not limited to In-Custody and Out-of-Custody Work Crews, Work or School Release and Electronic Home Monitoring/Detention. The County will make Programs available to City Inmates based on the same criteria and extent they are made available to County Inmates.

A City Inmate may be terminated from a Jail Alternative Program if: (1) the city municipal court enters an order terminating the City Inmate from the Program or otherwise amends an earlier order, or (2) the County determines, in its sole discretion, that the City Inmate is no longer eligible for the Program.

Upon termination from a Program, a City Inmate in the custody of the County shall be confined in the Correctional Facility to serve the remainder of their term of confinement. However, the inmate’s status remains subject to the other provisions of this Agreement, including Section 4.2. If the City Inmate is not in the County's custody at termination, he or she will be the immediate responsibility of the City for all purposes, including, but not limited to, the duty to apprehend.

4.13 Release of Inmates. The County will facilitate the release of City Inmates who have completed their sentences, posted bond or bail, or who have been released by the city court. The County will make reasonable attempts to notify the City when their inmates are released from custody via one of the following methods:
a. Notice of Time Served: Used when an inmate has completed a sentence by the city court.

b. Posting of Bail/Bond: The County agrees to process bail and/or bail bonds posted by inmates. The County will deliver bail bonds or money posted for inmates to the municipal court in a timely manner. Performance bonds will not be accepted by the County, but must be posted directly with the Court of Jurisdiction.

c. Personal Recognizance (PR): If a City Inmate is released, but a PR form is not completed by the City Court, the County will route a copy of the County PR form to the Municipal Court in a timely manner or request that the City provide a City PR document immediately.

4.14 Earned Early Release. The County will grant early release credits to City Inmates in accordance with Chapter 9.94A RCW and County Sheriff’s Office policies and procedures.

4.15 City Inmate Incarceration Status Records. In order to facilitate the management of the jail population, the County will provide the City with real-time access to the relevant Sheriff’s Office records management system, so the City may determine the following:

a. The names and booking data of City Inmates held at the Main Jail on city charges or sentences, including the amount of accrued credit for time served on the current charge(s);

b. The names and booking data of City Inmates held at the JWC on city charges or sentences, including the amount of accrued credit for time served on the current charges (along with which City Inmates are participating in jail alternative programs). This information will be attached to inmate records, accessible by the City; and

c. The total inmate population(s) and location.

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

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

4.18 Correctional Facility Bed-Day Utilization Reporting. The County shall report, at least quarterly, to the City the actual number of inmate days utilized by each Party in the previous quarter, and the total number of actual inmate days. This report may take the form of a master quarterly report, with all contract agency use figures being included on the same report.

5. Per Diem, Costs and Billing. The County will notify the City by August 15th of every year of the estimated booking fee, per diem, rates, and fees to be charged in the next year. This estimate is not binding on the County, but will be the best estimate provided based on the information available at that date. Per Diem, rates and fees will be for in-custody jail per diem (bed day charges), out-of-custody Work Crew, and Electronic Home Detention or other alternative programs. The final booking fee, per diem, rates, and fees may also include a capital replacement charge to fund the replacement of infrastructure and component systems of the Correctional Facilities. The daily capital replacement charge
will be billed as outlined for per diem. These costs will be determined following adoption of the County Budget by the County Council, and established in the Whatcom County Unified Fee Schedule. The Unified Fee Schedule will set forth these costs for that year and will be provided to the City with the first monthly statement in the new year. The applicable charges for custody of the inmates as well as the basis for adjustments in the charges will be presented at the County Council hearings for the adoption of the County Budget. The Unified Fee schedule is available on the County’s website and is incorporated herein by reference. Failure by the County to notify the City by August 15th will not prohibit the County from establishing new costs as described above. The per diem, rates and fees from July 1, 2018 through December 31, 2018 will be established through Executive authority as per the attached Exhibit A; 2018 Jail Per Diem Fee Schedule.

5.1 In Custody Jail Per Diem. An In-Custody Facilities per diem cost shall be charged to the City, for each City Inmate. The City will be charged pursuant to the following terms:

a. The City will be charged per diem in one-third (1/3) day increments for persons incarcerated in the Facilities on city gross-misdemeanor or misdemeanor charges, warrants, or for any other City Inmate incarceration purposes. Persons incarcerated on felony charges will be the responsibility of the County, except nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to sentencing,

b. Persons originally incarcerated for a felony offense that is declined by the County Prosecutor and returned to the City Attorney shall be the City’s responsibility from the date and time of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor, shall not require compensation by the City.

c. If a city or tribal charge is concurrent to either county court or another city, tribal or contracting jurisdiction charge, each entity will equally share the per diem for the shared incarceration period. The City shall not be charged for per diem costs related to inmates on which the City has no hold.

5.2 Booking Fee. A booking fee shall be charged to the City, for each person booked into the Correctional Facility on the City’s charges or warrants. This will include inmates returned to the County Correctional Facility from an alternative facility for hearings and/or trial and/or order of the City Court. City Inmates booked into the jail and released within eight (8) hours will only incur the booking fee. City Inmates who are booked into the Correctional Facility and held in the Facility will incur both the booking fee and a per diem charge accruing in one-third (1/3) day increments. If an inmate is booked on charges from multiple local entities, the booking fee will be split evenly between those jurisdictions.

In those instances where the City court requests that an inmate be brought to the in-house Facility’s courtroom on a charge that is not reflected in the inmate’s current booking record, the inmate will be escorted to court and the case heard by the City court, and any new charge(s), will be added to the inmate’s booking record. If the inmate is already being held on a City charge, there will be no change to the per diem, but an additional booking fee will be charged. The additional booking fee will be shared equally with any other jurisdiction(s) on the inmate’s current booking. If the inmate was not being held on a City charge, per diem will begin on the date the new charge(s) are entered if the City Inmate is held in custody on the City charge. Per diems and booking fees will be pro-rated as described in this Agreement.
5.3 Alternative Jail Programs/Per Diem. Jail Per Diem costs for In-Custody Work Release and Work Crew, Electronic Home Detention and Out of Custody Work Crew shall also be charged to the City, for each City Inmate. The City will be charged for Alternative Jail Programs as follows:

a. In-Custody Work Release: If a City Inmate participates in Whatcom County's Work Release Program the City will be charged the In Custody per diem rate per bed day for work release inmates. Any funds collected from the inmate will be credited to the City.

b. In-Custody Work Crew: If a City Inmate participates in the In Custody Work Crew Program the City will be charged the In Custody per diem rate per bed day for work crew inmates. Any funds collected from the inmate will be credited to the City.

c. Electronic Home Detention/Monitoring: If a City Inmate qualifies for County Electronic Home Detention/Monitoring, billing to the City for these participating inmates will be based on the Electronic Home Detention/Monitoring per diem rate. Any funds collected from the inmate will be credited to the City.

d. Out of Custody Work Crew: If a City Inmate participates in the Out-of-Custody Work Crew Program, billing to the City for these participating inmates will be based on the Out of Custody Work Crew per diem rate. Any funds collected from the inmate will be credited to the City.

e. The above-described provisions will also apply to any other alternative day release of the City Inmate, such as school release.

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

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

5.4 Health Care Costs. All medical charges invoiced to the City shall be in compliance with Washington State law. All City Inmates shall receive medical, mental health, and dental treatment when medically necessary to safeguard their health while in custody as required by law. Medical costs shall be allocated per state law or by agreement between the City and the County. If there is a difference between state law allocation of such costs and an agreement between the City and the County, this Agreement shall control. The County shall be responsible for providing routine health care. Such health care will include those health care services routinely delivered at normal cost by County staff, contracted practitioners, or nursing staff, and delivered within the Facilities.

a. The County is not responsible for the cost of services delivered to City Inmates outside of the Facility, or for non-routine services provided by outside medical practitioners within the Facility. The City shall be responsible for the costs of any and all emergent or necessary medical or health care, dental and psychiatric treatment provided outside of the County Facilities or non-routine services or medication provided to the City Inmate inside the Facility. Payment for emergency, exceptional or non-routine necessary medical or healthcare
for City gross-misdemeanor or misdemeanor inmates shall be made by the City upon written invoice by the County or such other terms as City and the County may agree upon in writing. The County will additionally bill the City for pre-sentence felony inmates, held on City cases, who incur emergency, exceptional or non-routine necessary medical or health care costs. The County shall notify the City within a reasonable period of time, when the County becomes aware that an inmate being held on City charges or awaiting sentencing on City felony charge is in need of emergency, exceptional, or non-routine necessary medical or health care or when the inmate has been transported for emergency care. Any decision to release a pre-trial City felon, City pre-trial detainee, or City Inmate for this reason will rest with the City, the Prosecuting Attorney and/or City Attorney, and/or the Court. Included in the cost of extraordinary medical costs will be the costs to transport and/or provide a guard detail if the inmate is not released by the Court. This may include payments to other Corrections Agencies if the inmate is hospitalized in an out of area hospital and not released by the Court.

b. The County agrees to utilize all existing agreements with medical practitioners and organizations to mitigate any medical costs, to make its best efforts to negotiate additional favorable agreements, and seek out any and all eligible third party reimbursement for medical costs (including health or auto insurance, DSHS/Medicaid, and/or the State of Washington), in the same manner and extent as the County does for inmates held on its own charges and prior to billing the City. No third party beneficiary contract or contract of insurance is intended by this contract. Non-routine necessary medical or healthcare shall include all practitioner-ordered healthcare or medical services delivered to City inmates outside of the Facilities, specialized care provided by non-contract health care providers in or out of the Facilities, and emergency treatment, including EMS and the local Hospital Emergency Department.

c. Any failure or error by the County to provide the City with proper notification of extraordinary, non-routine necessary medical or healthcare, emergency care, dental and/or mental health services described under Section 5, delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under this Agreement.

5.5 I nvoicing for Extraordinary, Non-Routine, Necessary Medical or Health Care, Emergency Care, Mental Health and Dental Services. The County shall invoice the City for all costs incurred for extraordinary or non-routine necessary medical, health, or emergency care, dental, or mental health services to City Inmates, including, but not limited to, durable medical equipment, ambulance fees, medical, dental, and mental health services provided outside the Facilities, specialized equipment or extraordinary medications essential to the inmates health such as chemotherapy, anti-viral or biologic medications. Extraordinary Medical Costs do not include routine medical examinations, tests, procedures performed at the Facilities by Facility staff or contractors or routine medications. The County will facilitate use of a City Inmate’s third party medical insurance whenever possible. If coverage is available, the County will bill the City Inmate’s health insurance and/or applicable public assistance and credit the City. Credit amounts may show up on billings subsequent to the time of service, due to processing timelines by both the provider and the third party payer.

5.6 Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or any other schedule mutually agreed upon by the Parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the
monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (1) make complete and timely payment on the outstanding balance, and (2) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City's written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City's next billing cycle, provided, that upon termination of this Agreement, the County shall pay the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under this Agreement.

5.7 Review and Records Maintenance. Each Party, at its own expense, may examine the other Party's relevant books and records to verify charges and may conduct an audit to determine if billing errors have been made. The County shall maintain accurate time and accounting records related to the services for a period of three (3) years following final payment.

6. Indemnification/Hold Harmless. To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. Each Party will pay their own attorney’s fees and costs for arbitration but the Parties shall share equally in the arbitrator’s costs and fees.

6.1 Insurance. Each Party shall obtain and maintain insurance coverage in minimum liability limits of five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate, by an insurance carrier and/or self-insurance for their own liabilities from damage to property and injuries to persons arising out of its activities associated with this Agreement. The maintenance of, or lack thereof, of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party(s). Upon request, each Party shall annually provide and attach to this Agreement, or an extension to this Agreement, a certificate of insurance or letter of self-insurance.

6.2 Waiver under Washington Industrial Insurance Act. The foregoing indemnity is specifically
intended to constitute a waiver of each Party’s immunity under Washington’s Industrial Insurance Act, Chapter 51 RCW, as to the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The terms of the Indemnification provisions shall survive the termination or expiration of this Agreement.

7. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the Parties do not assume liability or responsibility of the other Party which arises in whole or in part from the existence or effect of the other Party’s ordinances, policies, rules or regulations. Nor shall any Party be liable or responsible for any claims of conduct or actions by the other Party, the other Party’s courts, or law enforcement, including, but not limited to, claims of unlawful arrest, excessive force, unlawful imprisonment, unconstitutional deprivation, negligence, errors, omissions or misconduct. If any claim, cause, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Party’s ordinance, policy, rule or regulation is at issue, or Party’s court, Party’s Prosecutor or the Party’s law enforcement agency as described above, each Party shall defend themselves at their own expense, and if judgment is entered or damages are awarded against any Party, each Party shall pay their proportionate share of any damages, liability, costs, and fees awarded to the injured third party. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration, with each Party paying their own costs and fees for arbitration.

8. Default and Disputes and Remedies.

Default. If either Party fails to perform any act or obligation required to be performed by this Agreement, the other Party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, if the non-performance is an act that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

Dispute. Should a dispute arise as to the application, compensation, enforcement or interpretation of this Agreement between the City and the County, such Dispute or Default described above, shall be progressively resolved in the following manner:

1. Through good faith and reasonable negotiations between the City and the County’s respective contacts;
2. Through good faith and reasonable negotiations between the Mayor and the County Executive or Administrators;
3. In the event the City and the County do not reach an agreement within 90 days of commencing negotiations, the matter will be submitted to non-binding mediation or, if agreed by the Parties, forego mediation and proceed directly to binding arbitration. The arbitrator may be selected by agreement of the Parties under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, and conducted in Bellingham, WA., or if agreement is not reached, conducted through JAMS (mediation and arbitration services) in Seattle, WA., or as otherwise agreed in writing by the Parties. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. All fees and expenses for mediation
or arbitration shall be borne by the Parties equally; however, each Party shall bear the expense of its own counsel, experts, witnesses, fees, attorney's fees, and costs for preparation and presentation of evidence; and

4. The Parties may mutually agree to extend the negotiation period. If the parties cannot agree upon the selection of an impartial arbitrator within fourteen days of a written request for arbitration by either Party, the arbitrator shall be selected as provided in the Superior Court Mandatory Arbitration Rules by a judge of the Superior Court of Skagit County or JAMS. The arbitration shall be conducted pursuant to the Superior Court Mandatory Arbitration Rules.

5. It is agreed between the Parties that no attorney fees or costs shall be awarded to the prevailing Party under these provisions.

Nothing in this section shall deny any rights established elsewhere in this Agreement.

In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in this Agreement, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Correctional Facility and at the County's request, remove all City Inmates from the Correctional Facility within fourteen (14) days of notice. The City shall be responsible for transporting and arranging an alternate correctional facility to house City Inmates. Thereafter, the County may, in its sole discretion, accept city inmates to the Correctional Facility if all outstanding invoices are paid. Interest on balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month.

9. Early Termination by the County. Except as provided in Section 8.3 below, the County may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the City and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.1 Early Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.2 Early Termination by the County for Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

9.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in Section 8, the City shall pay the County for all services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or services performed following the effective date of termination unless authorized in writing by the City.

10. Notices. All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States first-class mail, or electronically (via e-mail) to the applicable Administrator(s) or the Administrator's designee. Notice delivered in person shall be deemed given when received by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator(s), or their designee, at the addresses set forth in Section 3 of this Agreement. Notice
delivered by email shall be deemed given as of the date and time received by the recipient.

11. **Miscellaneous Provisions.**

11.1 **Compliance with Laws.** In the performance of its obligations under this Agreement, Parties shall comply with all applicable federal, state, local laws, rules and regulations.

11.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral and/or written agreements between the Parties regarding the subject matter contained herein.

11.3 **Conflicts between Attachments and Text.** Should any conflicts exist between any attached exhibit or schedule, and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

11.4 **Governing Law and Venue.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Skagit County Superior Court, unless agreed otherwise in writing by the Parties, in the State of Washington.

11.5 **Interpretation.** This Agreement and each of the terms and conditions are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

11.6 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

11.7 **Savings.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

11.8 **No Waiver.** A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

11.9 **No Assignment.** Except as provided in Section 4.1, this Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
11.10 **Warranty of Authority.** Each of the signatories hereto warrants and represents that he/she is competent and authorized to enter into this Agreement as an Administrator(s) on behalf of the Party for whom he or she purports to represent within this Agreement.

11.11 **Independent Contractor.** The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County’s activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

11.12 **No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

11.13 **No Separate Entity Necessary.** The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

11.14 **Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

11.15 **No Third Party Beneficiaries.** This Agreement and each and every provision hereof are for the sole benefit of the Parties. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

11.16 **Force Majeure.** In the event either Party’s performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party’s control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

11.17 **This is an Integrated Agreement.** Neither Party has relied on any representation other than those expressly set forth herein in entering into this Agreement.

11.18 **Neutral Authorship.** Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the Parties hereto, and this Agreement shall not be interpreted for or against any Party hereto based upon authorship. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they and their authorized representatives executing this Agreement, have fully read this Agreement, understand its meaning and effect, and agree to enter into this Agreement with full knowledge of its terms and conditions. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing and executed by both Parties.

11.19 **Compliance with the Law.** The Parties agree that during the performance of this Agreement
they shall abide by all Federal, State and local laws, provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability, with reasonable accommodation, prevents the proper performance of the work involved.

If new law or legally binding precedent under RCW 70.48.130 is directly applicable to any term or condition in this Agreement, which makes such term or condition in this Agreement unlawful, the contract shall be amended in writing and signed by the Parties. However, if any term or condition is allowed to have been negotiated by the Parties in this Interlocal Agreement, the negotiated term or condition shall remain in full force and effect and be binding on the Parties. Retroactivity shall not apply.

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

11.21 Establishment of Stakeholder Committee and Composition. The Parties to this Agreement shall participate in Finance and Operations Stakeholder Committee on an annual basis, or as needed, to discuss matters and make recommendations related to Jail finances and operations. The Committee shall consist of the police chiefs from all contracting City jurisdictions or a person selected by the Chief Executive Officer from the contracting City jurisdiction; the Sheriff; the Chief Corrections Deputy and the County Executive. The Committee shall meet annually on or around July 31st, to coincide with the Parties' budget processes. The Committee may present any recommendations to the County Council, the Sheriff and the County Executive.

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

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

11.24 Agreement Contact. The County's initial contact for this Agreement shall be the County’s designated Administrator(s). The City's initial contact shall be the City’s designated Administrator(s) as named in Section 3.0 of this Agreement. The Parties to this Agreement may designate new contacts by providing written notice to all the other Parties.

11.25 Modifications. Either Party may request changes in this Agreement. Any and all agreed modifications, to be valid and binding upon either Party, shall be in writing and signed by both Parties.

11.26 Filing. This Agreement shall be filed with the Whatcom County Auditor’s Office, or posted on the County's website.
IN WITNESS WHEREOF, Whatcom County and the City of Nooksack have executed this Agreement on the date and year written below.

DATED this __________ day of _________________, 20__. 

WHATCOM COUNTY:

Approved as to form:

[Signature] 6/11/18
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 _________________, 2018, 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 Whatcom County.
My commission expires __________________.
EXECUTED this 4th day of JUNE, 2018. For the CITY OF

James Ackerman
Mayor

STATE OF WASHINGTON  
COUNTY OF WHATCOM  

On this 4th day of JUNE, 2018, before me personally appeared James Ackerman, to me known to be the Mayor of the City of Nooksack, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at Whatcom County. My commission expires 11-29-2018.

ATTEST:

Finance Director

Approved as to form:

Office of the City Attorney

Departmental Approval:


VIRGINIA ARNASON  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
NOVEMBER 29, 2018
## 2018 Jail Per Diem Fee Schedule
### July 1, 2018 - December 31, 2018

<table>
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<th>Program</th>
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<tr>
<td>Capital Replacement</td>
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<tr>
<td>Booking Fee</td>
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<tr>
<td>Out of Custody Work Crew</td>
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<tr>
<td>Electronic Home Detention</td>
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**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<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>
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<td>AL</td>
<td>05/22/18</td>
<td></td>
<td>06/19/18</td>
<td>Finance Committee</td>
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<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>6/19/18</td>
<td>Council</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>64</td>
<td>6/11/18</td>
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<td>Purchasing/Budget:</td>
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<td>6/11/18</td>
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</tr>
<tr>
<td>Executive:</td>
<td>([Signature])</td>
<td>6/11/18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Jail Facility Use Agreement

**ATTACHMENTS:**
Memo and Jail Facility Use Agreement

---

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.)

Request authorization for the County Executive to enter into a new Jail Facility Use Agreement between Whatcom County and the City of Sumas effective July 1, 2018.

---

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

TO: Whatcom County Council Members

FROM: Jack Louws, County Executive

DATE: June 8, 2018

SUBJECT: New Jail Facility Use Agreements with Cities

We met with the Small Cities Partnership, including representatives from the City of Bellingham, and with the Whatcom County Police Chief Association and asked for comments on the new jail use facility agreement. Following that, Bellingham was the only jurisdiction that raised concerns with some parts of the agreement. We incorporated many of their comments and distributed the final version to all cities on May 7. The cities then sought and obtained approval of the agreement with their respective Councils.

We are asking for County Council approval to enter into them with each city. The agreements run for a two-year term ending on June 30, 2020 and can then be renewed for up to three additional two year terms for a period of six additional years.

I recommend approval of the attached agreement with Sumas. Sumas Council approved the agreement on May 29.

JL
WHATCOM COUNTY CONTRACT INFORMATION SHEET

Originating Department: Executive Office (Sheriff)
Division/Program: (i.e. Dept. Division and Program) Jail
Contract or Grant Administrator: Executive/Sheriff
Contractor's / Agency Name: City of Sumas

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: 118000

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).
☐ Work related subcontract less than $25,000.
☐ Public Works - Local Agency/Federally Funded FHWA.

Council approval required for: all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:
1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Contract Amount (sum of original contract amount and any prior amendments):
$ ______________________ Varies

This Amendment Amount:
$ ______________________

Total Amended Amount:
$ ______________________

Summary of Scope: This agreement allows Whatcom County to provide Correctional Facilities as a place of confinement for the incarceration of one or more City inmates lawfully committed to custody and Correctional Facility services.

Term of Contract: Two year w/3 two year renewals Expiration Date: June 30, 2020

Contract Routing: 1. Prepared by: Twh Date: 06/04/18
2. Attorney signoff: ______________________ Date: 06/11/18
3. AS Finance reviewed: ______________________ Date: ______________________
4. IT reviewed (if IT related): ______________________ Date: ______________________
5. Contractor signed: ______________________ Date: ______________________
6. Submitted to Exec.: ______________________ Date: ______________________
7. Council approved (if necessary): ______________________ Date: ______________________
8. Executive signed: ______________________ Date: ______________________
9. Original to Council: ______________________ Date: ______________________
INTERLOCAL JAIL FACILITY USE AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY AND THE CITY OF SUMAS

INTERLOCAL AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY and the CITY OF SUMAS ("Agreement"), is made and entered into this ____ day of ____, 2018, by and between WHATCOM COUNTY, a political subdivision of the State of Washington ("County"), and the CITY OF SUMAS a municipal corporation of the State of Washington ("City") and (County and City hereinafter referred to as the “Parties” or “Party”), pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW.

RECITALS

A. The County currently maintains and operates Correctional Facilities known as the Whatcom County Jail and the Whatcom County Jail Work Center (JWC) (hereinafter the Jail and JWC may be referred to as “Correctional Facility” or “Facilities”). In order to assist other jurisdictions, the County from time to time will enter into Interlocal Agreements to confine in its Correctional Facilities persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate Correctional Facilities and to confine inmates therein.

C. The City desires to confine persons who have been arrested, detained or convicted by the City for criminal offenses ("City Inmate") and the County is willing to furnish its Correctional Facilities, services, and personnel in exchange for payment from the City for fees and costs, as provided in this Agreement.

D. The Parties recognize the Correctional Facilities require additional capacity and an improved infrastructure in order to safely incarcerate the number of inmates for the City, County and other contracting jurisdictions.

E. The Parties recognize that at times during the period of this Agreement, major repairs and modifications to the Correctional Facilities are anticipated to occur. It is further anticipated this work will affect the capacity of these Facilities and the cost of services.

F. The Parties recognize that the County may contract with other jurisdictions including the Lummi Nation and Nooksack Tribe of Washington to book and detain their inmates.

AGREEMENT

NOW, THEREFORE, in consideration of the respective terms and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City agree to the following:

1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the
City to work together efficiently and effectively in order for the County to provide the City with Correctional Facilities as a place of confinement for the incarceration of one or more City Inmates lawfully committed to custody and Correctional Facilities services ("services"), as defined in Section 4, and set forth under the rules and conditions in the applicable Sheriff’s Office and County policies, procedures, rules and regulations, this Agreement and any attachments hereto.

2. **Effective Date and Duration.** This Agreement shall be effective when duly executed by the Parties. This Agreement shall begin on July 1, 2018, and remain in effect through June 30, 2020, unless earlier terminated pursuant to other provisions in this Agreement or by written mutual agreement. The term of this Agreement may be extended or renewed for up to three (3) additional two (2) year terms for a total of six (6) additional years, provided that each Party's rights or obligations at the end of each contract period are contingent upon local legislative appropriation of necessary funds to provide services contained in this Agreement in accordance with applicable law.

3. **Administrators.** Each Party to this Agreement shall designate their own administrator(s) ("Administrator(s)"), who may be designated by title or position to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

<table>
<thead>
<tr>
<th>County's Administrators:</th>
<th>City's Administrator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Executive, Jack Louws (or designee)</td>
<td>Whatcom County Sheriff, Bill Elfo (or designee)</td>
</tr>
<tr>
<td>311 Grand Ave, Courthouse Bellingham, WA 98225 360-778-5200</td>
<td>311 Grand Ave. -Public Safety Building Bellingham, Washington 98225 360-778-6600</td>
</tr>
</tbody>
</table>

3.1 **Change of Administrator(s).** Either Party may change its Administrator(s) at any time by delivering written notice of such Party's new Administrator(s) to the other Party.

4. **Scope of Services.** As described in Section 4 and subject to the terms and conditions provided in this Agreement, the County agrees to provide City Inmate services for gross-misdemeanor and misdemeanor cases initiated by the City for those offenses alleged to have been committed by adults within the City. The County will hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial order of commitment, or transferred to another (non-Whatcom) correctional facility and/or returned to the custody of the City.

4.1 **Assignment.** The County shall provide at least thirty (30) days prior notice to the City of its intent to assign or delegate duties under this Agreement, specifying which duties it intends to assign or delegate and the name and address of the persons or entity to which it intends to assign or delegate.

4.2 **Basic Services.** The County shall provide Correctional Facilities services to the City subject to the terms and conditions set forth in this Agreement. The County, in its sole discretion, may decline to accept or retain custody of a City Inmate for any of the reasons identified in this Agreement. The County shall notify the arresting officer, the City's judicial branch or the City's law enforcement agency of the non-acceptance and provide the reason(s) for the non-acceptance. The County shall also notify the City's law
enforcement agency of any population control measures that may result in an inability to accept City Inmates. Acceptance of City Inmates into the Correctional Facilities shall be conditioned upon the terms and conditions set forth in this Agreement.

4.3 Reducing Jail Services. The County shall provide City Inmate services consistent with the standards contained in this Agreement. If circumstances require the County to reduce services to the City and to other contracting jurisdictions, such reduction in services shall be made uniformly among the contracting Cities and other contracting jurisdictions for gross-misdemeanors and misdemeanors. The County shall provide reasonable notice to contracting Cities and other contracting jurisdictions of its intention to reduce service levels in the Correctional Facilities or correction programs, unless specific circumstances require more immediate action. The uniform reduction in services provided herein shall not apply to felony cases and inmates, except as expressly provided in this Agreement. The need for reductions shall be at the sole discretion of the Sheriff in light of his assessment of potential overcrowding, challenges in maintaining critical infrastructure, life-safety and security systems, construction and repairs occurring or anticipated to occur within the jail, behavioral and security concerns regarding the inmate population, and other factors judged by the Sheriff to be relevant. In the case of such a reduction, the City shall contract with or provide arrangements for inmate housing services and the transportation of City Inmates to another jail facility other than Whatcom County to include a jail facility that will directly accept inmates from officers following arrest.

The County shall provide reasonable notice to the City of its intention to reduce service levels in the Correctional Facilities or any correction programs. Reductions shall be made first by prioritizing the housing of inmates for which the County is legally responsible and obligated to detain and house. In an effort to avoid reduced booking and inmate holding services for the City and other contracting jurisdictions for gross-misdemeanor and misdemeanor inmates, the Sheriff will first consider reviewing the classification status for all appropriate inmates for possible transfer to any other county correctional facility (including jail alternative programs). The Sheriff will also require the Washington Department of Corrections to transfer inmates that the Sheriff is not legally required to detain to another facility in order to reduce the need to transfer City or tribal pre-trial inmates.

If the above described measures do not reduce the Facilities population to the extent needed to safely operate the Facilities, the Sheriff will further consider the transfer or removal of post-conviction or sentenced inmates under the following conditions:

1. Inmates that do not have pending pre-trial charges in other courts within Whatcom County;
2. Inmates not participating in the Inmate Worker program; and
3. Inmates not participating in jail alternative programs.

Subject to contractual authority and available funding, the Sheriff may also consider transferring County Inmates who have no pending criminal cases in Whatcom County to another out-of-county facility, reducing the need for the City Inmates and other contracting jurisdictions to transfer “pre-trial” inmates. This transfer will be to a correctional facility outside of Whatcom County.

In cooperation with Sheriff’s Office staff, the City and other contracting jurisdictions will identify inmates held on their charges for transport to a contracted out-of-county facility. If Whatcom County is housing City Inmates who have dispositioned charges in a Whatcom County court and a City contracting jurisdiction’s court, and both entities are contracting with the same out-of-county facility, upon mutual agreement by both Parties, the City Inmates may be transferred to an out-of-county facility, and each jurisdiction shall be billed and pay for the proportionate share of the contracted facilities’ per diem and costs for the inmates’ incarceration period.

If circumstances require the County to reduce services further and require the transport of pre-trial
inmates, the Sheriff shall hold all City gross-misdemeanor and misdemeanor inmates until the City Inmate’s first court appearance or first review by a judicial officer. It shall be the City’s responsibility to ensure that such hearing or review is held within 48 hours of booking. If a City Inmate is not released on personal recognizance or bail within 24 hours of the first court appearance or review by a judicial officer, and cannot be transferred to the JWC due to capacity or security/classification concerns, the City will arrange to have the inmate transferred out of the Whatcom County Correctional Facility within 48 hours following the first appearance or judicial review, or at a later time agreed to by the Sheriff. In the event of an emergency, the Sheriff may require the inmate to be moved as soon as reasonably possible. The City will provide the County a point of contact, available 24 hours a day, for receiving the notifications. The County agrees to allow City Inmates who have been transferred to another facility to return to the County Correctional Facility for trial or other necessary court appearances. Such inmates will be subject to transport back to the contracted facility as soon as reasonably possible, unless otherwise agreed.

In the event a City Inmate cannot be placed on the alternative facility transportation, it will be up to the City to arrange alternative transportation. If an inmate is deemed medically unstable for transport by the Jail Health Care staff, the inmate may remain at the Jail until such time as the inmate is stable for travel, released by court order, or transferred to another facility/hospital.

In an effort to control jail population and to minimize jail utilization and the interruption of regular law enforcement practices, all jurisdictions are encouraged to consider the following methods as alternatives to incarceration during pre-trial and post-conviction phases, including, but not limited to:

1. Issuing citations in lieu of physical arrest or referring low-level, non-violent, gross-misdemeanor, misdemeanor or felony offences to the appropriate prosecutor’s office in accordance with the law, community safety and the effective administration of justice;
2. Referring or transporting eligible persons to behavioral health or other diversion and alternative programs and/or facilities, as permitted by law.

4.4 Jail Population Control Measures

To help ensure community safety and the ability for law enforcement to book City Inmates, and if it becomes necessary to impose booking restrictions as part of broader population control measures, the Sheriff will, to the extent permissible by law, uniformly apply such restrictions between those arrested by the City, County and State law enforcement agencies. The continued facilitation of booking and holding arrested persons following initial arrest will remain a priority and take precedence over reducing the need to transfer pre-trial inmates.

If booking restrictions are imposed, arrests for felony charges, misdemeanor assault, domestic violence charges and violations, and DUI or similar impaired driving charges will be given priority for booking. To the extent practicable, the Sheriff’s Office will continue to allow exceptions to any booking restrictions imposed, based on the criteria developed by the Sheriff’s Office in the interest of public safety. If an inmate is booked by the City, the inmate will be booked on all charges, including gross misdemeanor and misdemeanor charges.

The Sheriff will work closely with the City and all contracting jurisdictions when providing notice of the need to reduce the jail population and when seeking the swift removal of City Inmates from the Facilities. Prior to implementing booking restrictions with respect to the City, the County will make a good faith effort to seek the removal of all other non-county inmates consistent with its Agreements with other jurisdictions and applicable law.

For those City Inmates who have been identified by the City for removal or transport, the County will...
allow law enforcement/transport officers to enter the booking area inside the Facilities to receive custody of the City Inmates for transport or removal. The City’s employee or contractors, who have received clearance to enter inside the jail pursuant to Sheriff’s Office Policy, will be allowed entry. Clearances granted for the purpose described above may be cancelled or suspended by the Sheriff at any time due to emergency or other security-related circumstance deemed necessary by the Sheriff.

Notwithstanding the above provisions, the Sheriff retains the right and discretion to take more immediate action to reduce the jail population if the Sheriff determines such action is required. Such action may include, but is not limited to, advising the City of the need to maintain security, health and safety in the Facilities and shortening the time period for transfer after first appearance and/or implementation of booking restrictions. The City specifically recognizes the potential need to implement booking restrictions in the event of overcrowding, the failure or unreliability of facility systems or infrastructure, combined with an inability to swiftly remove a sufficient number of inmates, whether or not the inmates are in pre-trial or post-conviction status.

The Sheriff may also notify the City that specific gross-misdemeanor, misdemeanor or tribal inmates, regardless of pre or post-conviction status, need to be transferred due to special housing, care or management needs that cannot be accommodated within the County Facilities. In this case, the transfer of the inmate needs to be accomplished as soon as reasonably possible after notice is given.

Under the terms and conditions of this Agreement and as permitted by law, once a City Inmate is released from County custody, regardless of any court or probation conditions placed on an inmate and regardless of where the inmate is released, transported or housed by the City, the County shall bear no responsibility or liability whatsoever for the City Inmate, including but not limited to, the City Inmate’s mental, physical, or health care needs, the City Inmate’s conduct or behavior, or the City Inmate’s court obligations. If a City Inmate is subsequently re-booked into the Whatcom County Jail on a City matter, the County’s duties and responsibilities per this Agreement go back into effect during the time the City Inmate is in County custody.

4.5 Control of Correctional Facilities and Effect of Ordinance, Policies, Procedures, Rules and Regulations. County Correctional Facilities will be administered by the County in accordance with the law, ordinances, policies, procedures, rules and regulations of the Sheriff’s Office and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of County Correctional Facilities. The City and City Inmates shall be subject to County laws and ordinances, relating to Correctional Facility operations including any emergency security rules imposed by the Sheriff and/or the County Administrator(s), and those Sheriff’s Office policies, procedures, rules and regulations relating to Correctional Facility operations, provided that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, its judicial or law enforcement agencies, to the County as a duty to oversee City Inmates except as provided in this Agreement and as follows:

a. Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all applicable Sheriff’s Office Correctional Facility policies and procedures.

b. Operational Control. The City acknowledges the County’s operational control of the jail and alternate jail programs and agrees that City Inmates committed to the Whatcom County Jail and alternative jail programs are subject to the same lawful rules and
regulations required of other inmates incarcerated therein.

c. **Equal Treatment.** Except where provided elsewhere in this Agreement, the County agrees to furnish its Facilities and personnel for confinement of City Inmates and other services described in this Agreement in the same manner and extent as the County furnishes for the confinement of its own gross-misdemeanor or misdemeanor inmates, provided the County shall meet or exceed all legal requirements.

### 4.6 Inmates Defined.

a. **City Inmate.** As used herein, "City Inmate" shall mean inmates who are arrested and detained by a city law enforcement officer, and charged with a gross-misdemeanor and/or misdemeanor offense in a Municipal Court of the City, or released without charges, or originally booked for a felony offense, which felony charge is declined for felony charging and the case is referred to the appropriate City Attorney for review of filing in the Municipal Court.

b. **County Inmate.** As used herein, "County Inmate" shall mean inmates who are arrested and detained by the Whatcom County Sheriff, and charged with a gross-misdemeanor and/or misdemeanor offense in Whatcom County District Court, and held prior to charging or released without charges, or originally arrested for a felony offense, which is reduced to a gross-misdemeanor or misdemeanor offense and referred to the appropriate County Prosecuting Attorney for filing in the Whatcom County District Court, charged in Whatcom County Superior Court or are held on a non-city magistrate warrant. A County Inmate includes those inmates which the Sheriff is legally required to book and hold in custody.

c. **Third-Party Inmate.** For the purposes of this Agreement, “Third-Party Inmate” shall include inmates who are committed to a Correctional Facility by other entities, such as tribal, state, and federal agencies who are not a party to this Agreement.

d. **Material Witnesses Held in the Correctional Facility.** Inmate incarceration days arising from a material witness warrant shall be allocated and charged to the jurisdiction issuing the material witness warrant.

### 4.7 City Access to City Inmates.

All City law enforcement officers and defense attorneys (or authorized agents) shall have the right to interview confined City Inmates at any time subject to Correctional Facility security rules, emergency declarations, orders and regulations. Available interview rooms and appropriate communication technology may be used by city law enforcement officers and defense attorneys. Nothing in this Agreement obligates the County to install technology not currently available within the Correctional Facilities.

### 4.8 Transport of City Inmates.

The City shall provide or arrange for transportation and security of City Inmates to and from the Correctional Facility for initial booking and to all court appearances held in its municipal court. The City may contract with the County to provide custody or transportation services for outside court appearances, except when (1) the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical or health care and/or psychiatric evaluation or treatment, or (2) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Correctional Facility. In those instances where medical transports
are needed for a City Inmate, actual transportation costs will be included as part of the medical billing to the City.

4.9 Access to Court. The County shall provide the City with access to the Facility’s in-house courtroom for hearings involving incarcerated inmates. The County will provide an internal escort within the Facility and security within the courtroom. The City may also access the County video court system for the City court hearings provided:

a. The City’s system is compatible with the existing County system;

b. Any interfaces, either hardware or software, necessary for the City to access the system will conform with County security protocols and be paid for by the City;

c. Times of access will be coordinated with County Jail personnel and cannot interfere with use by either District or Superior Courts; and

d. The City shall have no claim if any County or Jail Video or Audio Court System becomes inoperable or temporarily dysfunctional.

4.10 Booking an Inmate.

a. Documentation of Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial order of commitment, court order from another court of competent jurisdiction, or a properly completed probable cause affidavit in a format prescribed by the Sheriff.

b. Administrative Booking. Upon request by the arresting officer, City Prosecutor or the City Court, and when not otherwise prohibited by law, court rule or court order, the County shall administratively book and release the City Inmate as soon as practicable. The County further reserves the right to administratively book and release, as soon as practicable, a City Inmate when, in the sole discretion of the Sheriff or designee, the County is unable to accept the City Inmate for housing or when such action is not otherwise prohibited by statute, court rule or court order. The County will make a good faith effort to notify the arresting officer of the County’s decision that it will release an inmate immediately after booking so the arresting officer may pursue an option other than booking in the County Correctional Facility.

c. Health Care Clearance. The County shall have the right to refuse acceptance of any City Inmate who, in the judgment of the County, has a current medical, mental health or dental condition, which may adversely affect the safety of the individual, the safety of other inmates, the safe operations of the Correctional Facility, or is beyond the operational or physical limitations of the Facilities. The County may require written clearance from the local hospital prior to booking, the cost of which will be the responsibility of the City. Additionally, the County has no obligation to receive into custody or retain custody of a City Inmate when, in the opinion of Correctional Facility staff or community medical or mental health staff the City Inmate is not medically or psychiatrically able to be housed in the Correctional Facility, or needs medical or psychiatric attention that would require treatment at a hospital or other type of health care facility. The County will notify the City in these instances so that the City
can arrange other transport and housing. At all times, the Sheriff or designee shall have final authority to determine whether a City Inmate is medically or psychiatrically fit for the County's Correctional Facilities.

d. If a booked City Inmate requires immediate hospital or emergency treatment, the County will have the inmate transported to the local hospital and a county correctional officer will remain with the inmate until such time as follows: 1. The inmate receives treatment and is discharge from the emergency room, or 2. The inmate is admitted to the hospital or other health care facility, or 3. A temporary medical release has been obtained from a City Judicial Officer. The costs of these non-routine services will be included as part of the medical billing to the City.

4.11 Determination of Case Status. The County Prosecuting Attorney shall have the sole authority to determine which felony arrest cases submitted by the City shall be charged as felonies or referred to the City for review as gross-misdemeanors or misdemeanors charges. The City shall not be responsible for any case charged as a felony, pursuant to the determination of case status by the County Prosecuting Attorney. The City will be responsible for all costs of non-routine services provided by outside medical providers administered prior to sentencing for felony inmates arrested by the City law enforcement officers. If the determination is made by the County Prosecuting Attorney that a case should be referred to the City for review and possible charging as a gross-misdemeanor or misdemeanor, such cases shall be referred to the appropriate City Attorney in the Municipal Court, with all inmate services charged to the City from the point of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor shall not require compensation by the City except as otherwise specified in this Agreement. If a determination is made by the County Prosecuting Attorney that a City case originally charged as a gross-misdemeanor or misdemeanor will be charged as a felony, then all inmate services will be charged to the County, unless otherwise specified in this Agreement.

4.12 Jail Alternative Programs. City Inmates qualified to be eligible for Jail Alternative Programs ("Programs") by the sentencing Judge may be permitted to participate in these Programs at the discretion of the Sheriff or designee. Such programs may include but are not limited to In-Custody and Out-of-Custody Work Crews, Work or School Release and Electronic Home Monitoring/Detention. The County will make Programs available to City Inmates based on the same criteria and extent they are made available to County Inmates.

A City Inmate may be terminated from a Jail Alternative Program if: (1) the city municipal court enters an order terminating the City Inmate from the Program or otherwise amends an earlier order, or (2) the County determines, in its sole discretion, that the City Inmate is no longer eligible for the Program.

Upon termination from a Program, a City Inmate in the custody of the County shall be confined in the Correctional Facility to serve the remainder of their term of confinement. However, the inmate’s status remains subject to the other provisions of this Agreement, including Section 4.2. If the City Inmate is not in the County's custody at termination, he or she will be the immediate responsibility of the City for all purposes, including, but not limited to, the duty to apprehend.

4.13 Release of Inmates. The County will facilitate the release of City Inmates who have completed their sentences, posted bond or bail, or who have been released by the city court. The County will make reasonable attempts to notify the City when their inmates are released from custody via one of the following methods:
a. Notice of Time Served: Used when an inmate has completed a sentence by the city court.

b. Posting of Bail/Bond: The County agrees to process bail and/or bail bonds posted by inmates. The County will deliver bail bonds or money posted for inmates to the municipal court in a timely manner. Performance bonds will not be accepted by the County, but must be posted directly with the Court of Jurisdiction.

c. Personal Recognizance (PR): If a City Inmate is released, but a PR form is not completed by the City Court, the County will route a copy of the County PR form to Municipal Court in a timely manner or request that the City provide a City PR document immediately.

4.14 Earned Early Release. The County will grant early release credits to City Inmates in accordance with Chapter 9.94A RCW and County Sheriff's Office policies and procedures.

4.15 City Inmate Incarceration Status Records. In order to facilitate the management of the jail population, the County will provide the City with real-time access to the relevant Sheriff’s Office records management system, so the City may determine the following:

a. The names and booking data of City Inmates held at the Main Jail on city charges or sentences, including the amount of accrued credit for time served on the current charge(s);

b. The names and booking data of City Inmates held at the JWC on city charges or sentences, including the amount of accrued credit for time served on the current charges (along with which City Inmates are participating in jail alternative programs). This information will be attached to inmate records, accessible by the City; and

c. The total inmate population(s) and location.

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

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

4.18 Correctional Facility Bed-Day Utilization Reporting. The County shall report, at least quarterly, to the City the actual number of inmate days utilized by each Party in the previous quarter, and the total number of actual inmate days. This report may take the form of a master quarterly report, with all contract agency use figures being included on the same report.

5. Per Diem, Costs and Billing. The County will notify the City by August 15th of every year of the estimated booking fee, per diem, rates, and fees to be charged in the next year. This estimate is not binding on the County, but will be the best estimate provided based on the information available at that date. Per Diem, rates and fees will be for in-custody jail per diem (bed day charges), out-of-custody Work Crew, and Electronic Home Detention or other alternative programs. The final booking fee, per diem, rates, and fees may also include a capital replacement charge to fund the replacement of infrastructure and component systems of the Correctional Facilities. The daily capital replacement charge
will be billed as outlined for per diem. These costs will be determined following adoption of the County Budget by the County Council, and established in the Whatcom County Unified Fee Schedule. The Unified Fee Schedule will set forth these costs for that year and will be provided to the City with the first monthly statement in the new year. The applicable charges for custody of the inmates as well as the basis for adjustments in the charges will be presented at the County Council hearings for the adoption of the County Budget. The Unified Fee schedule is available on the County’s website and is incorporated herein by reference. Failure by the County to notify the City by August 15th will not prohibit the County from establishing new costs as described above. The per diem, rates and fees from July 1, 2018 through December 31, 2018 will be established through Executive authority as per the attached Exhibit A; 2018 Jail Per Diem Fee Schedule.

5.1 In Custody Jail Per Diem. An In-Custody Facilities per diem cost shall be charged to the City, for each City Inmate. The City will be charged pursuant to the following terms:

a. The City will be charged per diem in one-third (1/3) day increments for persons incarcerated in the Facilities on city gross-misdemeanor or misdemeanor charges, warrants, or for any other City Inmate incarceration purposes. Persons incarcerated on felony charges will be the responsibility of the County, except nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to sentencing.

b. Persons originally incarcerated for a felony offense that is declined by the County Prosecutor and returned to the City Attorney shall be the City’s responsibility from the date and time of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor, shall not require compensation by the City.

c. If a city or tribal charge is concurrent to either county court or another city, tribal or contracting jurisdiction charge, each entity will equally share the per diem for the shared incarceration period. The City shall not be charged for per diem costs related to inmates on which the City has no hold.

5.2 Booking Fee. A booking fee shall be charged to the City, for each person booked into the Correctional Facility on the City’s charges or warrants. This will include inmates returned to the County Correctional Facility from an alternative facility for hearings and/or trial and/or order of the City Court. City Inmates booked into the jail and released within eight (8) hours will only incur the booking fee. City Inmates who are booked into the Correctional Facility and held in the Facility will incur both the booking fee and a per diem charge accruing in one-third (1/3) day increments. If an inmate is booked on charges from multiple local entities, the booking fee will be split evenly between those jurisdictions.

In those instances where the City court requests that an inmate be brought to the in-house Facility’s courtroom on a charge that is not reflected in the inmate’s current booking record, the inmate will be escorted to court and the case heard by the City court, and any new charge(s), will be added to the inmate’s booking record. If the inmate is already being held on a City charge, there will be no change to the per diem, but an additional booking fee will be charged. The additional booking fee will be shared equally with any other jurisdiction(s) on the inmate’s current booking. If the inmate was not being held on a City charge, per diem will begin on the date the new charge(s) are entered if the City Inmate is held in custody on the City charge. Per diems and booking fees will be pro-rated as described in this Agreement.
5.3 Alternative Jail Programs/Per Diem. Jail Per Diem costs for In-Custody Work Release and Work Crew, Electronic Home Detention and Out of Custody Work Crew shall also be charged to the City, for each City Inmate. The City will be charged for Alternative Jail Programs as follows:

a. In-Custody Work Release: If a City Inmate participates in Whatcom County's Work Release Program the City will be charged the In Custody per diem rate per bed day for work release inmates. Any funds collected from the inmate will be credited to the City.

b. In-Custody Work Crew: If a City Inmate participates in the In Custody Work Crew Program the City will be charged the In Custody per diem rate per bed day for work crew inmates. Any funds collected from the inmate will be credited to the City.

c. Electronic Home Detention/Monitoring: If a City Inmate qualifies for County Electronic Home Detention/Monitoring, billing to the City for these participating inmates will be based on the Electronic Home Detention/Monitoring per diem rate. Any funds collected from the inmate will be credited to the City.

d. Out of Custody Work Crew: If a City Inmate participates in the Out-of-Custody Work Crew Program, billing to the City for these participating inmates will be based on the Out of Custody Work Crew per diem rate. Any funds collected from the inmate will be credited to the City.

e. The above-described provisions will also apply to any other alternative day release of the City Inmate, such as school release.

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

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

5.4 Health Care Costs. All medical charges invoiced to the City shall be in compliance with Washington State law. All City Inmates shall receive medical, mental health, and dental treatment when medically necessary to safeguard their health while in custody as required by law. Medical costs shall be allocated per state law or by agreement between the City and the County. If there is a difference between state law allocation of such costs and an agreement between the City and the County, this Agreement shall control. The County shall be responsible for providing routine health care. Such health care will include those health care services routinely delivered at normal cost by County staff, contracted practitioners, or nursing staff, and delivered within the Facilities.

a. The County is not responsible for the cost of services delivered to City Inmates outside of the Facility, or for non-routine services provided by outside medical practitioners within the Facility. The City shall be responsible for the costs of any and all emergent or necessary medical or health care, dental and psychiatric treatment provided outside of the County Facilities or non-routine services or medication provided to the City Inmate inside the Facility. Payment for emergency, exceptional or non-routine necessary medical or healthcare
for City gross-misdemeanor or misdemeanor inmates shall be made by the City upon written invoice by the County or such other terms as City and the County may agree upon in writing. The County will additionally bill the City for pre-sentence felony inmates, held on City cases, who incur emergency, exceptional or non-routine necessary medical or health care costs. The County shall notify the City within a reasonable period of time, when the County becomes aware that an inmate being held on City charges or awaiting sentencing on City felony charge is in need of emergency, exceptional, or non-routine necessary medical or health care or when the inmate has been transported for emergency care. Any decision to release a pre-trial City felon, City pre-trial detainee, or City Inmate for this reason will rest with the City, the Prosecuting Attorney and/or City Attorney, and/or the Court. Included in the cost of extraordinary medical costs will be the costs to transport and/or provide a guard detail if the inmate is not released by the Court. This may include payments to other Corrections Agencies if the inmate is hospitalized in an out of area hospital and not released by the Court.

b. The County agrees to utilize all existing agreements with medical practitioners and organizations to mitigate any medical costs, to make its best efforts to negotiate additional favorable agreements, and seek out any and all eligible third party reimbursement for medical costs (including health or auto insurance, DSHS/Medicaid, and/or the State of Washington), in the same manner and extent as the County does for inmates held on its own charges and prior to billing the City. No third party beneficiary contract or contract of insurance is intended by this contract. Non-routine necessary medical or healthcare shall include all practitioner-ordered healthcare or medical services delivered to City inmates outside of the Facilities, specialized care provided by non-contract health care providers in or out of the Facilities, and emergency treatment, including EMS and the local Hospital Emergency Department.

c. Any failure or error by the County to provide the City with proper notification of extraordinary, non-routine necessary medical or healthcare, emergency care, dental and/or mental health services described under Section 5, delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under this Agreement.

5.5 Invoicing for Extraordinary, Non-Routine, Necessary Medical or Health Care, Emergency Care, Mental Health and Dental Services. The County shall invoice the City for all costs incurred for extraordinary or non-routine necessary medical, health, or emergency care, dental, or mental health services to City Inmates, including, but not limited to, durable medical equipment, ambulance fees, medical, dental, and mental health services provided outside the Facilities, specialized equipment or extraordinary medications essential to the inmates health such as chemotherapy, anti-viral or biologic medications. Extraordinary Medical Costs do not include routine medical examinations, tests, procedures performed at the Facilities by Facility staff or contractors or routine medications. The County will facilitate use of a City Inmate’s third party medical insurance whenever possible. If coverage is available, the County will bill the City Inmate’s health insurance and/or applicable public assistance and credit the City. Credit amounts may show up on billings subsequent to the time of service, due to processing timelines by both the provider and the third party payer.

5.6 Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or any other schedule mutually agreed upon by the Parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the
monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (1) make complete and timely payment on the outstanding balance, and (2) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City's written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City's next billing cycle, provided, that upon termination of this Agreement, the County shall pay the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under this Agreement.

5.7 Review and Records Maintenance. Each Party, at its own expense, may examine the other Party's relevant books and records to verify charges and may conduct an audit to determine if billing errors have been made. The County shall maintain accurate time and accounting records related to the services for a period of three (3) years following final payment.

6. Indemnification/Hold Harmless. To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party’s comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. Each Party will pay their own attorney's fees and costs for arbitration but the Parties shall share equally in the arbitrator's costs and fees.

6.1 Insurance. Each Party shall obtain and maintain insurance coverage in minimum liability limits of five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate, by an insurance carrier and/or self-insurance for their own liabilities from damage to property and injuries to persons arising out of its activities associated with this Agreement. The maintenance of, or lack thereof, of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party(s). Upon request, each Party shall annually provide and attach to this Agreement, or an extension to this Agreement, a certificate of insurance or letter of self-insurance.

6.2 Waiver under Washington Industrial Insurance Act. The foregoing indemnity is specifically
intended to constitute a waiver of each Party’s immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as to the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor’s employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The terms of the Indemnification provisions shall survive the termination or expiration of this Agreement.

7. **Liability Related to City Ordinances, Policies, Rules and Regulations.** In executing this Agreement, the Parties do not assume liability or responsibility of the other Party which arises in whole or in part from the existence or effect of the other Party’s ordinances, policies, rules or regulations. Nor shall any Party be liable or responsible for any claims of conduct or actions by the other Party, the other Party’s courts, or law enforcement, including, but not limited to, claims of unlawful arrest, excessive force, unlawful imprisonment, unconstitutional deprivation, negligence, errors, omissions or misconduct. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Party’s ordinance, policy, rule or regulation is at issue, or Party’s court, Party’s Prosecutor or the Party’s law enforcement agency as described above, each Party shall defend themselves at their own expense, and if judgment is entered or damages are awarded against any Party, each Party shall pay their proportionate share of any damages, liability, costs, and fees awarded to the injured third party. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration, with each Party paying their own costs and fees for arbitration.

8. **Default and Disputes and Remedies.**

**Default.** If either Party fails to perform any act or obligation required to be performed by this Agreement, the other Party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, if the non-performance is an act that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

**Dispute.** Should a dispute arise as to the application, compensation, enforcement or interpretation of this Agreement between the City and the County, such Dispute or Default described above, shall be progressively resolved in the following manner:

1. Through good faith and reasonable negotiations between the City and the County’s respective contacts;
2. Through good faith and reasonable negotiations between the Mayor and the County Executive or Administrators;
3. In the event the City and the County do not reach an agreement within 90 days of commencing negotiations, the matter will be submitted to non-binding mediation or, if agreed by the Parties, forego mediation and proceed directly to binding arbitration. The arbitrator may be selected by agreement of the Parties under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, and conducted in Bellingham, WA., or if agreement is not reached, conducted through JAMS (mediation and arbitration services) in Seattle, WA., or as otherwise agreed in writing by the Parties. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. All fees and expenses for mediation...
or arbitration shall be borne by the Parties equally; however, each Party shall bear the expense of its own counsel, experts, witnesses, fees, attorney’s fees, and costs for preparation and presentation of evidence; and

4. The Parties may mutually agree to extend the negotiation period. If the parties cannot agree upon the selection of an impartial arbitrator within fourteen days of a written request for arbitration by either Party, the arbitrator shall be selected as provided in the Superior Court Mandatory Arbitration Rules by a judge of the Superior Court of Skagit County or JAMS. The arbitration shall be conducted pursuant to the Superior Court Mandatory Arbitration Rules.

5. It is agreed between the Parties that no attorney fees or costs shall be awarded to the prevailing Party under these provisions.

Nothing in this section shall deny any rights established elsewhere in this Agreement.

In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in this Agreement, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Correctional Facility and at the County's request, remove all City Inmates from the Correctional Facility within fourteen (14) days of notice. The City shall be responsible for transporting and arranging an alternate correctional facility to house City Inmates. Thereafter, the County may, in its sole discretion, accept city inmates to the Correctional Facility if all outstanding invoices are paid. Interest on balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month.

9. Early Termination by the County. Except as provided in Section 8.3 below, the County may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the City and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.1 Early Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.2 Early Termination by the County for Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

9.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in Section 8, the City shall pay the County for all services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or services performed following the effective date of termination unless authorized in writing by the City.

10. Notices. All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States first-class mail, or electronically (via e-mail) to the applicable Administrator(s) or the Administrator's designee. Notice delivered in person shall be deemed given when received by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator(s), or their designee, at the addresses set forth in Section 3 of this Agreement. Notice
delivered by email shall be deemed given as of the date and time received by the recipient.


11.1 Compliance with Laws. In the performance of its obligations under this Agreement, Parties shall comply with all applicable federal, state, local laws, rules and regulations.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral and/or written agreements between the Parties regarding the subject matter contained herein.

11.3 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule, and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

11.4 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Skagit County Superior Court, unless agreed otherwise in writing by the Parties, in the State of Washington.

11.5 Interpretation. This Agreement and each of the terms and conditions are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

11.6 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

11.7 Savings. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

11.8 No Waiver. A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

11.9 No Assignment. Except as provided in Section 4.1, this Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
11.10 Warranty of Authority. Each of the signatories hereto warrants and represents that he/she is competent and authorized to enter into this Agreement as an Administrator(s) on behalf of the Party for whom he or she purports to represent within this Agreement.

11.11 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

11.12 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

11.13 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

11.14 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

11.15 No Third Party Beneficiaries. This Agreement and each and every provision hereof are for the sole benefit of the Parties. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

11.16 Force Majeure. In the event either Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

11.17 This is an Integrated Agreement. Neither Party has relied on any representation other than those expressly set forth herein in entering into this Agreement.

11.18 Neutral Authorship. Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the Parties hereto, and this Agreement shall not be interpreted for or against any Party hereto based upon authorship. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they and their authorized representatives executing this Agreement, have fully read this Agreement, understand its meaning and effect, and agree to enter into this Agreement with full knowledge of its terms and conditions. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing and executed by both Parties.

11.19 Compliance with the Law. The Parties agree that during the performance of this Agreement
they shall abide by all Federal, State and local laws, provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability, with reasonable accommodation, prevents the proper performance of the work involved.

If new law or legally binding precedent under RCW 70.48.130 is directly applicable to any term or condition in this Agreement, which makes such term or condition in this Agreement unlawful, the contract shall be amended in writing and signed by the Parties. However, if any term or condition is allowed to have been negotiated by the Parties in this Interlocal Agreement, the negotiated term or condition shall remain in full force and effect and be binding on the Parties. Retroactivity shall not apply.

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

11.21 _Establishment of Stakeholder Committee and Composition._ The Parties to this Agreement shall participate in Finance and Operations Stakeholder Committee on an annual basis, or as needed, to discuss matters and make recommendations related to Jail finances and operations. The Committee shall consist of the police chiefs from all contracting City jurisdictions or a person selected by the Chief Executive Officer from the contracting City jurisdiction; the Sheriff; the Chief Corrections Deputy and the County Executive. The Committee shall meet annually on or around July 31st, to coincide with the Parties’ budget processes. The Committee may present any recommendations to the County Council, the Sheriff and the County Executive.

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

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

11.24 _Agreement Contact._ The County's initial contact for this Agreement shall be the County's designated Administrator(s). The City’s initial contact shall be the City’s designated Administrator(s) as named in Section 3.0 of this Agreement. The Parties to this Agreement may designate new contacts by providing written notice to all the other Parties.

11.25 _Modifications._ Either Party may request changes in this Agreement. Any and all agreed modifications, to be valid and binding upon either Party, shall be in writing and signed by both Parties.

11.26 _Filing._ This Agreement shall be filed with the Whatcom County Auditor’s Office, or posted on the County’s website.
IN WITNESS WHEREOF, Whatcom County and the City of Sumas have executed this Agreement on the date and year written below.

DATED this ___________ day of ________________, 20__.

WHATCOM COUNTY:

Approved as to form:

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 ________________, 2018, 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 Whatcom County.
My commission expires ________________.
CITY OF SUMAS:

EXECUTED this day of June, 2018. For the CITY OF SUMAS

Mayor, Kyle Christensen

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this day of June, 2018, before me personally appeared Kyle Christensen, to me known to be the Mayor of the City of Sumas, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at Whatcom County. My commission expires 08/14/2021.

ATTEST:

Clerk-Treasurer, Shelley Schultz

Approved as to form:

City Attorney, James Wright

Departmental Approval:

Chief of Police, Daniel Debruin
# 2018 Jail Per Diem Fee Schedule

**July 1, 2018 - December 31, 2018**

<table>
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<tr>
<th>Program</th>
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<tr>
<td>In Custody - Base Rate</td>
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<td>Capital Replacement</td>
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<tr>
<td>Booking Fee</td>
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<tr>
<td>Out of Custody Work Crew</td>
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<tr>
<td>Electronic Home Detention</td>
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### WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tbody>
<tr>
<td>Originator:</td>
<td>AL</td>
<td>05/22/18</td>
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<td>Division Head:</td>
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<td>Dept. Head:</td>
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<tr>
<td>Prosecutor:</td>
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<td>6/11/18</td>
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<tr>
<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
<td></td>
<td>6/11/18</td>
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<td></td>
</tr>
</tbody>
</table>

**TITL E OF DOCUMENT:** Jail Facility Use Agreement

**ATTACHMENTS:** Memo and Jail Facility Use Agreement

**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.)

Request authorization for the County Executive to enter into a new Jail Facility Use Agreement between Whatcom County and the City of Ferndale effective July 1, 2018.

**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 Members
FROM: Jack Louws, County Executive
DATE: June 19, 2018
SUBJECT: New Jail Facility Use Agreements with Cities

We met with the Small Cities Partnership, including representatives from the City of Bellingham, and with the Whatcom County Police Chief Association and asked for comments on the new jail use facility agreement. Following that, Bellingham was the only jurisdiction that raised concerns with some parts of the agreement. We incorporated many of their comments and distributed the final version to all cities on May 7. The cities then sought and obtained approval of the agreement with their respective Councils.

We have those agreements in hand, and are asking for County Council approval to enter in to them with each city. The agreements run for a two-year term ending on June 30, 2020 and can then be renewed for up to three additional two year terms for a period of six additional years.

I recommend approval of the attached agreement with the City of Ferndale.

JL
Originating Department: Executive Office  (Sheriff)
Division/Program: (i.e. Dept. Division and Program)  Jail
Contract or Grant Administrator:  Executive/Sheriff
Contractor’s / Agency Name:  City of Ferndale

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 ☒ Contract Cost Center: 118000
If yes, RFP and Bid number(s):
Is this agreement excluded from E-Verify? No ☐ Yes ☒ If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below:
☒ Professional services agreement for certified/licensed professional.
☐ Contract work is for less than $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): $ Varies
This Amendment Amount: $ ____________________________
Total Amended Amount: $ ____________________________

Summary of Scope: This agreement allows Whatcom County to provide Correctional Facilities as a place of confinement for the incarceration of one or more City inmates lawfully committed to custody and Correctional Facility services.

Term of Contract: Two year w/3 two year renewals Expiration Date: June 30, 2020
Contract Routing:
1. Prepared by: Twh
2. Attorney signoff: J E
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:

Council approval required for; all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:
1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit “B” of the Budget Ordinance.
5. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
INTERLOCAL JAIL FACILITY USE AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY AND THE CITY OF FERNADE

INTERLOCAL AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY and the CITY OF FERNADE ("Agreement"), is made and entered into this 1st day of July, 2018, by and between WHATCOM COUNTY, a political subdivision of the State of Washington ("County"), and the CITY OF FERNADE, a municipal corporation of the State of Washington ("City") and (County and City hereinafter referred to as the "Parties" or "Party"), pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW.

RECITALS

A. The County currently maintains and operates Correctional Facilities known as the Whatcom County Jail and the Whatcom County Jail Work Center (JWC) (hereinafter the Jail and JWC may be referred to as “Correctional Facility” or “Facilities”). In order to assist other jurisdictions, the County from time to time will enter into Interlocal Agreements to confine in its Correctional Facilities persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate Correctional Facilities and to confine inmates therein.

C. The City desires to confine persons who have been arrested, detained or convicted by the City for criminal offenses ("City Inmate") and the County is willing to furnish its Correctional Facilities, services, and personnel in exchange for payment from the City for fees and costs, as provided in this Agreement.

D. The Parties recognize the Correctional Facilities require additional capacity and an improved infrastructure in order to safely incarcerate the number of inmates for the City, County and other contracting jurisdictions.

E. The Parties recognize that at times during the period of this Agreement, major repairs and modifications to the Correctional Facilities are anticipated to occur. It is further anticipated this work will affect the capacity of these Facilities and the cost of services.

F. The Parties recognize that the County may contract with other jurisdictions including the Lummi Nation and Nooksack Tribe of Washington to book and detain their inmates.

AGREEMENT

NOW, THEREFORE, in consideration of the respective terms and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City agree to the following:

1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the City
to work together efficiently and effectively in order for the County to provide the City with Correctional Facilities as a place of confinement for the incarceration of one or more City Inmates lawfully committed to custody and Correctional Facilities services ("services"), as defined in Section 4, and set forth under the rules and conditions in the applicable Sheriff’s Office and County policies, procedures, rules and regulations, this Agreement and any attachments hereto.

2. Effective Date and Duration. This Agreement shall be effective when duly executed by the Parties. This Agreement shall begin on July 1, 2018, and remain in effect through June 30, 2020, unless earlier terminated pursuant to other provisions in this Agreement or by written mutual agreement. The term of this Agreement may be extended or renewed for up to three (3) additional two (2) year terms for a total of six (6) additional years, provided that each Party’s rights or obligations at the end of each contract period are contingent upon local legislative appropriation of necessary funds to provide services contained in this Agreement in accordance with applicable law.

3. Administrators. Each Party to this Agreement shall designate their own administrator(s) ("Administrator(s)"), who may be designated by title or position to oversee and administer such Party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

**County’s Administrators:**
- County Executive, Jack Louws
  (or designee)
- 311 Grand Ave, Courthouse
- Bellingham, WA 98225
- 360-778-5200
- Whatcom County Sheriff, Bill Elfo
  (or designee)
- 311 Grand Ave, -Public Safety Building
- Bellingham, Washington 98225
- 360-778-6600

**City’s Administrator:**
- City Administrator, Greg Young
  (or designee)
- PO Box 936
- Ferndale, WA 98248
- 360-685-2351

3.1 Change of Administrator(s). Either Party may change its Administrator(s) at any time by delivering written notice of such Party’s new Administrator(s) to the other Party.

4. Scope of Services. As described in Section 4 and subject to the terms and conditions provided in this Agreement, the County agrees to provide City Inmate services for gross-misdemeanor and misdemeanor cases initiated by the City for those offenses alleged to have been committed by adults within the City. The County will hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial order of commitment, or transferred to another (non-Whatcom) correctional facility and/or returned to the custody of the City.

4.1 Assignment. The County shall provide at least thirty (30) days prior notice to the City of its intent to assign or delegate duties under this Agreement, specifying which duties it intends to assign or delegate and the name and address of the persons or entity to which it intends to assign or delegate.

4.2 Basic Services. The County shall provide Correctional Facilities services to the City subject to the terms and conditions set forth in this Agreement. The County, in its sole discretion, may decline to accept or retain custody of a City Inmate for any of the reasons identified in this Agreement. The County shall notify the arresting officer, the City’s judicial branch or the City’s law enforcement agency of the non-acceptance and provide the reason(s) for the non-acceptance. The County shall also notify the City’s law
enforcement agency of any population control measures that may result in an inability to accept City Inmates. Acceptance of City Inmates into the Correctional Facilities shall be conditioned upon the terms and conditions set forth in this Agreement.

4.3 Reducing Jail Services. The County shall provide City Inmate services consistent with the standards contained in this Agreement. If circumstances require the County to reduce services to the City and to other contracting jurisdictions, such reduction in services shall be made uniformly among the contracting Cities and other contracting jurisdictions for gross-misdemeanors and misdemeanors. The County shall provide reasonable notice to contracting Cities and other contracting jurisdictions of its intention to reduce service levels in the Correctional Facilities or correction programs, unless specific circumstances require more immediate action. The uniform reduction in services provided herein shall not apply to felony cases and inmates, except as expressly provided in this Agreement. The need for reductions shall be at the sole discretion of the Sheriff in light of his assessment of potential overcrowding, challenges in maintaining critical infrastructure, life-safety and security systems, construction and repairs occurring or anticipated to occur within the jail, behavioral and security concerns regarding the inmate population, and other factors judged by the Sheriff to be relevant. In the case of such a reduction, the City shall contract with or provide arrangements for inmate housing services and the transportation of City Inmates to another jail facility other than Whatcom County to include a jail facility that will directly accept inmates from officers following arrest.

The County shall provide reasonable notice to the City of its intention to reduce service levels in the Correctional Facilities or any correction programs. Reductions shall be made first by prioritizing the housing of inmates for which the County is legally responsible and obligated to detain and house. In an effort to avoid reduced booking and inmate holding services for the City and other contracting jurisdictions for gross-misdemeanor and misdemeanor inmates, the Sheriff will first consider reviewing the classification status for all appropriate inmates for possible transfer to any other county correctional facility (including jail alternative programs). The Sheriff will also require the Washington Department of Corrections to transfer inmates that the Sheriff is not legally required to detain to another facility in order to reduce the need to transfer City or tribal pre-trial inmates.

If the above described measures do not reduce the Facilities population to the extent needed to safely operate the Facilities, the Sheriff will further consider the transfer or removal of post-conviction or sentenced inmates under the following conditions:

1. Inmates that do not have pending pre-trial charges in other courts within Whatcom County;
2. Inmates not participating in the Inmate Worker program; and
3. Inmates not participating in jail alternative programs.

Subject to contractual authority and available funding, the Sheriff may also consider transferring County Inmates who have no pending criminal cases in Whatcom County to another out-of-county facility, reducing the need for the City Inmates and other contracting jurisdictions to transfer “pre-trial” inmates. This transfer will be to a correctional facility outside of Whatcom County.

In cooperation with Sheriff’s Office staff, the City and other contracting jurisdictions will identify inmates held on their charges for transport to a contracted out-of-county facility. If Whatcom County is housing City Inmates who have dispositioned charges in a Whatcom County court and a City contracting jurisdiction’s court, and both entities are contracting with the same out-of-county facility, upon mutual agreement by both Parties, the City Inmates may be transferred to an out-of-county facility, and each jurisdiction shall be billed and pay for the proportionate share of the contracted facilities’ per diem and costs for the inmates’ incarceration period.

If circumstances require the County to reduce services further and require the transport of pre-trial inmates,
the Sheriff shall hold all City gross-misdemeanor and misdemeanor inmates until the City Inmate's first
court appearance or first review by a judicial officer. It shall be the City's responsibility to ensure that such
hearing or review is held within 48 hours of booking. If a City Inmate is not released on personal
recognizance or bail within 24 hours of the first court appearance or review by a judicial officer, and cannot
be transferred to the JWC due to capacity or security/classification concerns, the City will arrange to have
the inmate transferred out of the Whatcom County Correctional Facility within 48 hours following the first
appearance or judicial review, or at a later time agreed to by the Sheriff. In the event of an emergency, the
Sheriff may require the inmate to be moved as soon as reasonably possible. The City will provide the
County a point of contact, available 24 hours a day, for receiving the notifications. The County agrees to
allow City Inmates who have been transferred to another facility to return to the County Correctional
Facility for trial or other necessary court appearances. Such inmates will be subject to transport back to the
contracted facility as soon as reasonably possible, unless otherwise agreed.

In the event a City Inmate cannot be placed on the alternative facility transportation, it will be up to the
City to arrange alternative transportation. If an inmate is deemed medically unstable for transport by the
Jail Health Care staff, the inmate may remain at the jail until such time as the inmate is stable for travel,
released by court order, or transferred to another facility/hospital.

In an effort to control jail population and to minimize jail utilization and the interruption of regular law
enforcement practices, all jurisdictions are encouraged to consider the following methods as alternatives to
incarceration during pre-trial and post-conviction phases, including, but not limited to:

1. Issuing citations in lieu of physical arrest or referring low-level, non-violent, gross-
misdemeanor, misdemeanor or felony offenses to the appropriate prosecutor's office in
accordance with the law, community safety and the effective administration of justice;
2. Referring or transporting eligible persons to behavioral health or other diversion and
alternative programs and/or facilities, as permitted by law.

4.4 Jail Population Control Measures

To help ensure community safety and the ability for law enforcement to book City Inmates, and if it
becomes necessary to impose booking restrictions as part of broader population control measures, the
Sheriff will, to the extent permissible by law, uniformly apply such restrictions between those arrested by
the City, County and State law enforcement agencies. The continued facilitation of booking and holding
arrested persons following initial arrest will remain a priority and take precedence over reducing the need
to transfer pre-trial inmates.

If booking restrictions are imposed, arrests for felony charges, misdemeanor assault, domestic violence
charges and violations, and DUl or similar impaired driving charges will be given priority for booking. To
the extent practicable, the Sheriff's Office will continue to allow exceptions to any booking restrictions
imposed, based on the criteria developed by the Sheriff's Office in the interest of public safety. If an inmate
is booked by the City, the inmate will be booked on all charges, including gross misdemeanor and
misdemeanor charges.

The Sheriff will work closely with the City and all contracting jurisdictions when providing notice of the
need to reduce the jail population and when seeking the swift removal of City Inmates from the Facilities.
Prior to implementing booking restrictions with respect to the City, the County will make a good faith effort
to seek the removal of all other non-county inmates consistent with its Agreements with other jurisdictions
and applicable law.

For those City Inmates who have been identified by the City for removal or transport, the County will allow
law enforcement/transport officers to enter the booking area inside the Facilities to receive custody of the City Inmates for transport or removal. The City’s employee or contractors, who have received clearance to enter inside the jail pursuant to Sheriff’s Office Policy, will be allowed entry. Clearances granted for the purpose described above may be cancelled or suspended by the Sheriff at any time due to emergency or other security-related circumstance deemed necessary by the Sheriff.

Notwithstanding the above provisions, the Sheriff retains the right and discretion to take more immediate action to reduce the jail population if the Sheriff determines such action is required. Such action may include, but is not limited to, advising the City of the need to maintain security, health and safety in the Facilities and shortening the time period for transfer after first appearance and/or implementation of booking restrictions. The City specifically recognizes the potential need to implement booking restrictions in the event of overcrowding, the failure or unreliability of facility systems or infrastructure, combined with an inability to swiftly remove a sufficient number of inmates, whether or not the inmates are in pre-trial or post-conviction status.

The Sheriff may also notify the City that specific gross-misdemeanor, misdemeanor or tribal inmates, regardless of pre or post-conviction status, need to be transferred due to special housing, care or management needs that cannot be accommodated within the County Facilities. In this case, the transfer of the inmate needs to be accomplished as soon as reasonably possible after notice is given.

Under the terms and conditions of this Agreement and as permitted by law, once a City Inmate is released from County custody, regardless of any court or probation conditions placed on an inmate and regardless of where the inmate is released, transported or housed by the City, the County shall bear no responsibility or liability whatsoever for the City Inmate, including but not limited to, the City Inmate’s mental, physical, or health care needs, the City Inmate’s conduct or behavior, or the City Inmate’s court obligations. If a City Inmate is subsequently re-booked into the Whatcom County Jail on a City matter, the County’s duties and responsibilities per this Agreement go back into effect during the time the City Inmate is in County custody.

4.5 Control of Correctional Facilities and Effect of Ordinance, Policies, Procedures, Rules and Regulations. County Correctional Facilities will be administered by the County in accordance with the law, ordinances, policies, procedures, rules and regulations of the Sheriff’s Office and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of County Correctional Facilities. The City and City Inmates shall be subject to County laws and ordinances, relating to Correctional Facility operations including any emergency security rules imposed by the Sheriff and/or the County Administrator(s), and those Sheriff’s Office policies, procedures, rules and regulations relating to Correctional Facility operations, provided that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, its judicial or law enforcement agencies, to the County as a duty to oversee City Inmates except as provided in this Agreement and as follows:

a. Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all applicable Sheriff’s Office Correctional Facility policies and procedures.

b. Operational Control. The City acknowledges the County’s operational control of the jail and alternate jail programs and agrees that City Inmates committed to the Whatcom County Jail and alternative jail programs are subject to the same lawful rules and regulations required of other inmates incarcerated therein.
c. **Equal Treatment.** Except where provided elsewhere in this Agreement, the County agrees to furnish its Facilities and personnel for confinement of City Inmates and other services described in this Agreement in the same manner and extent as the County furnishes for the confinement of its own gross-misdemeanor or misdemeanor inmates, provided the County shall meet or exceed all legal requirements.

### 4.6 Inmates Defined.

a. **City Inmate.** As used herein, "City Inmate" shall mean inmates who are arrested and detained by a city law enforcement officer, and charged with a gross-misdemeanor and/or misdemeanor offense in a Municipal Court of the City, or released without charges, or originally booked for a felony offense, which felony charge is declined for felony charging and the case is referred to the appropriate City Attorney for review of filing in the Municipal Court.

b. **County Inmate.** As used herein, "County Inmate" shall mean inmates who are arrested and detained by the Whatcom County Sheriff, and charged with a gross-misdemeanor and/or misdemeanor offense in Whatcom County District Court, and held prior to charging or released without charges, or originally arrested for a felony offense, which is reduced to a gross-misdemeanor or misdemeanor offense and referred to the appropriate County Prosecuting Attorney for filing in the Whatcom County District Court, charged in Whatcom County Superior Court or are held on a non-city magistrate warrant. A County Inmate includes those inmates which the Sheriff is legally required to book and hold in custody.

c. **Third-Party Inmate.** For the purposes of this Agreement, "Third-Party Inmate" shall include inmates who are committed to a Correctional Facility by other entities, such as tribal, state, and federal agencies who are not a party to this Agreement.

d. **Material Witnesses Held in the Correctional Facility.** Inmate incarceration days arising from a material witness warrant shall be allocated and charged to the jurisdiction issuing the material witness warrant.

### 4.7 City Access to City Inmates.

All City law enforcement officers and defense attorneys (or authorized agents) shall have the right to interview confined City Inmates at any time subject to Correctional Facility security rules, emergency declarations, orders and regulations. Available interview rooms and appropriate communication technology may be used by city law enforcement officers and defense attorneys. Nothing in this Agreement obligates the County to install technology not currently available within the Correctional Facilities.

### 4.8 Transport of City Inmates.

The City shall provide or arrange for transportation and security of City Inmates to and from the Correctional Facility for initial booking and to all court appearances held in its municipal court. The City may contract with the County to provide custody or transportation services for outside court appearances, except when (1) the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical or health care and/or psychiatric evaluation or treatment, or (2) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Correctional Facility. In those instances where medical transports are needed for a City Inmate, actual transportation costs will be included as part of the medical billing to the City.
4.9 Access to Court. The County shall provide the City with access to the Facility’s in-house courtroom for hearings involving incarcerated inmates. The County will provide an internal escort within the Facility and security within the courtroom. The City may also access the County video court system for the City court hearings provided:

a. The City’s system is compatible with the existing County system;

b. Any interfaces, either hardware or software, necessary for the City to access the system will conform with County security protocols and be paid for by the City;

c. Times of access will be coordinated with County Jail personnel and cannot interfere with use by either District or Superior Courts; and

d. The City shall have no claim if any County or Jail Video or Audio Court System becomes inoperable or temporarily dysfunctional.

4.10 Booking an Inmate.

a. Documentation of Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial order of commitment, court order from another court of competent jurisdiction, or a properly completed probable cause affidavit in a format prescribed by the Sheriff.

b. Administrative Booking. Upon request by the arresting officer, City Prosecutor or the City Court, and when not otherwise prohibited by law, court rule or court order, the County shall administratively book and release the City Inmate as soon as practicable. The County further reserves the right to administratively book and release, as soon as practicable, a City Inmate when, in the sole discretion of the Sheriff or designee, the County is unable to accept the City Inmate for housing or when such action is not otherwise prohibited by statute, court rule or court order. The County will make a good faith effort to notify the arresting officer of the County’s decision that it will release an inmate immediately after booking so the arresting officer may pursue an option other than booking in the County Correctional Facility.

c. Health Care Clearance. The County shall have the right to refuse acceptance of any City Inmate who, in the judgment of the County, has a current medical, mental health or dental condition, which may adversely affect the safety of the individual, the safety of other inmates, the safe operations of the Correctional Facility, or is beyond the operational or physical limitations of the Facilities. The County may require written clearance from the local hospital prior to booking, the cost of which will be the responsibility of the City. Additionally, the County has no obligation to receive into custody or retain custody of a City Inmate when, in the opinion of Correctional Facility staff or community medical or mental health staff the City Inmate is not medically or psychiatrically able to be housed in the Correctional Facility, or needs medical or psychiatric attention that would require treatment at a hospital or other type of health care facility. The County will notify the City in these instances so that the City can arrange other transport and housing. At all times, the Sheriff or designee shall have final authority to determine whether a City Inmate is medically or psychiatrically fit for the County’s Correctional Facilities.
d. If a booked City Inmate requires immediate hospital or emergency treatment, the County will have the inmate transported to the local hospital and a county correctional officer will remain with the inmate until such time as follows: 1. The inmate receives treatment and is discharge from the emergency room, or 2. The inmate is admitted to the hospital or other health care facility, or 3. A temporary medical release has been obtained from a City Judicial Officer. The costs of these non-routine services will be included as part of the medical billing to the City.

4.11 Determination of Case Status. The County Prosecuting Attorney shall have the sole authority to determine which felony arrest cases submitted by the City shall be charged as felonies or referred to the City for review as gross-misdemeanors or misdemeanors charges. The City shall not be responsible for any case charged as a felony, pursuant to the determination of case status by the County Prosecuting Attorney. The City will be responsible for all costs of non-routine services provided by outside medical providers administered prior to sentencing for felony inmates arrested by the City law enforcement officers. If the determination is made by the County Prosecuting Attorney that a case should be referred to the City for review and possible charging as a gross-misdemeanor or misdemeanor, such cases shall be referred to the appropriate City Attorney in the Municipal Court, with all inmate services charged to the City from the point of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor shall not require compensation by the City except as otherwise specified in this Agreement. If a determination is made by the County Prosecuting Attorney that a City case originally charged as a gross-misdemeanor or misdemeanor will be charged as a felony, then all inmate services will be charged to the County, unless otherwise specified in this Agreement.

4.12 Jail Alternative Programs. City Inmates qualified to be eligible for Jail Alternative Programs ("Programs") by the sentencing Judge may be permitted to participate in these Programs at the discretion of the Sheriff or designee. Such programs may include but are not limited to In-Custody and Out-of-Custody Work Crews, Work or School Release and Electronic Home Monitoring/Detention. The County will make Programs available to City Inmates based on the same criteria and extent they are made available to County Inmates.

A City Inmate may be terminated from a Jail Alternative Program if: (1) the city municipal court enters an order terminating the City Inmate from the Program or otherwise amends an earlier order, or (2) the County determines, in its sole discretion, that the City Inmate is no longer eligible for the Program.

Upon termination from a Program, a City Inmate in the custody of the County shall be confined in the Correctional Facility to serve the remainder of their term of confinement. However, the inmate's status remains subject to the other provisions of this Agreement, including Section 4.2. If the City Inmate is not in the County's custody at termination, he or she will be the immediate responsibility of the City for all purposes, including, but not limited to, the duty to apprehend.

4.13 Release of Inmates. The County will facilitate the release of City Inmates who have completed their sentences, posted bond or bail, or who have been released by the city court. The County will make reasonable attempts to notify the City when their inmates are released from custody via one of the following methods:

a. Notice of Time Served: Used when an inmate has completed a sentence by the city court.

b. Posting of Bail/Bond: The County agrees to process bail and/or bail bonds posted by inmates. The County will deliver bail bonds or money posted for inmates to the municipal court in a timely manner. Performance bonds will not be accepted by the County, but must be posted directly with the Court of Jurisdiction.
c. Personal Recognizance (PR): If a City Inmate is released, but a PR form is not completed by the City Court, the County will route a copy of the County PR form to the Municipal Court in a timely manner or request that the City provide a City PR document immediately.

4.14 Earned Early Release. The County will grant early release credits to City Inmates in accordance with Chapter 9.94A RCW and County Sheriff's Office policies and procedures.

4.15 City Inmate Incarceration Status Records. In order to facilitate the management of the jail population, the County will provide the City with real-time access to the relevant Sheriff's Office records management system, so the City may determine the following:

a. The names and booking data of City Inmates held at the Main Jail on city charges or sentences, including the amount of accrued credit for time served on the current charge(s);

b. The names and booking data of City Inmates held at the JWC on city charges or sentences, including the amount of accrued credit for time served on the current charges (along with which City Inmates are participating in jail alternative programs). This information will be attached to inmate records, accessible by the City; and

c. The total inmate population(s) and location.

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

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

4.18 Correctional Facility Bed-Day Utilization Reporting. The County shall report, at least quarterly, to the City the actual number of inmate days utilized by each Party in the previous quarter, and the total number of actual inmate days. This report may take the form of a master quarterly report, with all contract agency use figures being included on the same report.

5. Per Diem, Costs and Billing. The County will notify the City by August 15th of every year of the estimated booking fee, per diem, rates, and fees to be charged in the next year. This estimate is not binding on the County, but will be the best estimate provided based on the information available at that date. Per Diem, rates and fees will be for in-custody jail per diem (bed day charges), out-of-custody Work Crew, and Electronic Home Detention or other alternative programs. The final booking fee, per diem, rates, and fees may also include a capital replacement charge to fund the replacement of infrastructure and component systems of the Correctional Facilities. The daily capital replacement charge will be billed as outlined for per diem. These costs will be determined following adoption of the County Budget by the County Council, and established in the Whatcom County Unified Fee Schedule. The Unified Fee Schedule will set forth these costs for that year and will be provided to the City with the first monthly statement in the new year. The applicable charges for custody of the inmates as well as the basis for adjustments in the charges will be presented at the County Council hearings for the adoption of the County Budget. The Unified Fee schedule is available on the County's website and is incorporated herein by reference. Failure by the
County to notify the City by August 15th will not prohibit the County from establishing new costs as described above. The per diem, rates and fees from July 1, 2018 through December 31, 2018 will be established through Executive authority as per the attached Exhibit A; 2018 Jail Per Diem Fee Schedule.

5.1 In Custody Jail Per Diem. An In-Custody Facilities per diem cost shall be charged to the City, for each City Inmate. The City will be charged pursuant to the following terms:

a. The City will be charged per diem in one-third (1/3) day increments for persons incarcerated in the Facilities on city gross-misdemeanor or misdemeanor charges, warrants, or for any other City Inmate incarceration purposes. Persons incarcerated on felony charges will be the responsibility of the County, except nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to sentencing.

b. Persons originally incarcerated for a felony offense that is declined by the County Prosecutor and returned to the City Attorney shall be the City's responsibility from the date and time of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor, shall not require compensation by the City.

c. If a city or tribal charge is concurrent to either county court or another city, tribal or contracting jurisdiction charge, each entity will equally share the per diem for the shared incarceration period. The City shall not be charged for per diem costs related to inmates on which the City has no hold.

5.2 Booking Fee. A booking fee shall be charged to the City, for each person booked into the Correctional Facility on the City's charges or warrants. This will include inmates returned to the County Correctional Facility from an alternative facility for hearings and/or trial and/or order of the City Court. City Inmates booked into the jail and released within eight (8) hours will only incur the booking fee. City Inmates who are booked into the Correctional Facility and held in the Facility will incur both the booking fee and a per diem charge accruing in one-third (1/3) day increments. If an inmate is booked on charges from multiple local entities, the booking fee will be split evenly between those jurisdictions.

In those instances where the City court requests that an inmate be brought to the in-house Facility's courtroom on a charge that is not reflected in the inmate's current booking record, the inmate will be escorted to court and the case heard by the City court, and any new charge(s), will be added to the inmate's booking record. If the inmate is already being held on a City charge, there will be no change to the per diem, but an additional booking fee will be charged. The additional booking fee will be shared equally with any other jurisdiction(s) on the inmate's current booking. If the inmate was not being held on a City charge, per diem will begin on the date the new charge(s) are entered if the City Inmate is held in custody on the City charge. Per diems and booking fees will be prorated as described in this Agreement.

5.3 Alternative Jail Programs/Per Diem. Jail Per Diem costs for In-Custody Work Release and Work Crew, Electronic Home Detention and Out of Custody Work Crew shall also be charged to the City, for each City Inmate. The City will be charged for Alternative Jail Programs as follows:

a. In-Custody Work Release: If a City Inmate participates in Whatcom County's Work Release Program the City will be charged the In Custody per diem rate per bed day for work release inmates. Any funds collected from the inmate will be credited to the City.
b. In-Custody Work Crew: If a City Inmate participates in the In Custody Work Crew Program the City will be charged the In Custody per diem rate per bed day for work crew inmates. Any funds collected from the inmate will be credited to the City.

c. Electronic Home Detention/Monitoring: If a City Inmate qualifies for County Electronic Home Detention/Monitoring, billing to the City for these participating inmates will be based on the Electronic Home Detention/Monitoring per diem rate. Any funds collected from the inmate will be credited to the City.

d. Out of Custody Work Crew: If a City Inmate participates in the Out-of-Custody Work Crew Program, billing to the City for these participating inmates will be based on the Out of Custody Work Crew per diem rate. Any funds collected from the inmate will be credited to the City.

e. The above-described provisions will also apply to any other alternative day release of the City Inmate, such as school release.

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

If a city charge is concurrent to either Superior Court, another jurisdiction’s gross-misdemeanor or misdemeanor charge or another contracting jurisdiction, such as tribal court, the City shall be billed the proportionate percentage share of the current year per diem for the shared incarceration period.

5.4 Health Care Costs. All medical charges invoiced to the City shall be in compliance with Washington State law. All City Inmates shall receive medical, mental health, and dental treatment when medically necessary to safeguard their health while in custody as required by law. Medical costs shall be allocated per state law or by agreement between the City and the County. If there is a difference between state law allocation of such costs and an agreement between the City and the County, this Agreement shall control. The County shall be responsible for providing routine health care. Such health care will include those health care services routinely delivered at normal cost by County staff, contracted practitioners, or nursing staff, and delivered within the Facilities.

a. The County is not responsible for the cost of services delivered to City Inmates outside of the Facility, or for non-routine services provided by outside medical practitioners within the Facility. The City shall be responsible for the costs of any and all emergent or necessary medical or health care, dental and psychiatric treatment provided outside of the County Facilities or non-routine services or medication provided to the City Inmate inside the Facility. Payment for emergency, exceptional or non-routine necessary medical or healthcare for City gross-misdemeanor or misdemeanor inmates shall be made by the City upon written invoice by the County or such other terms as City and the County may agree upon in writing. The County will additionally bill the City for pre-sentence felony inmates, held on City cases, who incur emergency, exceptional or non-routine necessary medical or health care costs. The County shall notify the City within a reasonable period of time, when the County becomes aware that an inmate being held on City charges or awaiting sentencing on City felony charge is in need of emergency, exceptional, or non-routine necessary medical or health care or when the inmate has been transported for emergency care. Any decision to release a pre-trial City felon, City pre-trial detainee, or City Inmate for this reason will rest with the City, the
Prosecuting Attorney and/or City Attorney, and/or the Court. Included in the cost of extraordinary medical costs will be the costs to transport and/or provide a guard detail if the inmate is not released by the Court. This may include payments to other Corrections Agencies if the inmate is hospitalized in an out of area hospital and not released by the Court.

b. The County agrees to utilize all existing agreements with medical practitioners and organizations to mitigate any medical costs, to make its best efforts to negotiate additional favorable agreements, and seek out any and all eligible third party reimbursement for medical costs (including health or auto insurance, DSHS/Medicaid, and/or the State of Washington), in the same manner and extent as the County does for inmates held on its own charges and prior to billing the City. No third party beneficiary contract or contract of insurance is intended by this contract. Non-routine necessary medical or healthcare shall include all practitioner-ordered healthcare or medical services delivered to City inmate outside of the Facilities, specialized care provided by non-contract health care providers in or out of the Facilities, and emergency treatment, including EMS and the local Hospital Emergency Department.

c. Any failure or error by the County to provide the City with proper notification of extraordinary, non-routine necessary medical or healthcare, emergency care, dental and/or mental health services described under Section 5, delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under this Agreement.

5.5 Invoicing for Extraordinary, Non-Routine, Necessary Medical or Health Care, Emergency Care, Mental Health and Dental Services. The County shall invoice the City for all costs incurred for extraordinary or non-routine necessary medical, health, or emergency care, dental, or mental health services to City Inmates, including, but not limited to, durable medical equipment, ambulance fees, medical, dental, and mental health services provided outside the Facilities, specialized equipment or extraordinary medications essential to the inmate's health such as chemotherapy, antiviral or biologic medications. Extraordinary Medical Costs do not include routine medical examinations, tests, procedures performed at the Facilities by Facility staff or contractors or routine medications. The County will facilitate use of a City Inmate's third party medical insurance whenever possible. If coverage is available, the County will bill the City Inmate's health insurance and/or applicable public assistance and credit the City. Credit amounts may show up on billings subsequent to the time of service, due to processing timelines by both the provider and the third party payer.

5.6 Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or any other schedule mutually agreed upon by the Parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (1) make complete and timely payment on the outstanding balance, and (2) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City's written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City's next billing cycle, provided, that upon termination of this Agreement, the County shall pay the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under this Agreement.
5.7 Review and Records Maintenance. Each Party, at its own expense, may examine the other Party's relevant books and records to verify charges and may conduct an audit to determine if billing errors have been made. The County shall maintain accurate time and accounting records related to the services for a period of three (3) years following final payment.

6. Indemnification/Hold Harmless. To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. Each Party shall pay their own attorney's fees and costs for arbitration but the Parties shall share equally in the arbitrator's costs and fees.

6.1 Insurance. Each Party shall obtain and maintain insurance coverage in minimum liability limits of five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate, by an insurance carrier and/or self-insurance for their own liabilities from damage to property and injuries to persons arising out of its activities associated with this Agreement. The maintenance of, or lack thereof, of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party(s). Upon request, each Party shall annually provide and attach to this Agreement, or an extension to this Agreement, a certificate of insurance or letter of self-insurance.

6.2 Waiver under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as to the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The terms of the Indemnification provisions shall survive the termination or expiration of this Agreement.

7. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the Parties do not assume liability or responsibility of the other Party which arises in whole or in part from the existence or effect of the other Party's ordinances, policies, rules or regulations. Nor shall any Party be liable or responsible for any claims of conduct or actions by the other Party, the other Party's courts, or law enforcement, including, but not limited to, claims of unlawful arrest, excessive force, unlawful imprisonment, unconstitutional deprivation, negligence, errors, omissions or misconduct. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity
of any such Party’s ordinance, policy, rule or regulation is at issue, or Party’s court, Party’s Prosecutor or the Party’s law enforcement agency as described above, each Party shall defend themselves at their own expense, and if judgment is entered or damages are awarded against any Party, each Party shall pay their proportionate share of any damages, liability, costs, and fees awarded to the injured third party. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration, with each Party paying their own costs and fees for arbitration.

8. Default and Disputes and Remedies.

Default. If either Party fails to perform any act or obligation required to be performed by this Agreement, the other Party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue. After which time it shall be in default ("Default") under this Agreement; provided, if the non-performance is an act that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

Dispute. Should a dispute arise as to the application, compensation, enforcement or interpretation of this Agreement between the City and the County, such Dispute or Default described above, shall be progressively resolved in the following manner:

1. Through good faith and reasonable negotiations between the City and the County’s respective contacts;
2. Through good faith and reasonable negotiations between the Mayor and the County Executive or Administrators;
3. In the event the City and the County do not reach an agreement within 90 days of commencing negotiations, the matter will be submitted to non-binding mediation or, if agreed by the Parties, forego mediation and proceed directly to binding arbitration. The arbitrator may be selected by agreement of the Parties under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, and conducted in Bellingham, WA., or if agreement is not reached, conducted through JAMS (mediation and arbitration services) in Seattle, WA., or as otherwise agreed in writing by the Parties. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. All fees and expenses for mediation or arbitration shall be borne by the Parties equally; however, each Party shall bear the expense of its own counsel, experts, witnesses, fees, attorney’s fees, and costs for preparation and presentation of evidence; and
4. The Parties may mutually agree to extend the negotiation period. If the parties cannot agree upon the selection of an impartial arbitrator within fourteen days of a written request for arbitration by either Party, the arbitrator shall be selected as provided in the Superior Court Mandatory Arbitration Rules by a judge of the Superior Court of Skagit County or JAMS. The arbitration shall be conducted pursuant to the Superior Court Mandatory Arbitration Rules.
5. It is agreed between the Parties that no attorney fees or costs shall be awarded to the prevailing Party under these provisions.

Nothing in this section shall deny any rights established elsewhere in this Agreement.
In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in this Agreement, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Correctional Facility and at the County's request, remove all City Inmates from the Correctional Facility within fourteen (14) days of notice. The City shall be responsible for transporting and arranging an alternate correctional facility to house City Inmates. Thereafter, the County may, in its sole discretion, accept city inmates to the Correctional Facility if all outstanding invoices are paid. Interest on balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month.

9. Early Termination by the County. Except as provided in Section 8.3 below, the County may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the City and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.1 Early Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.2 Early Termination by the County for Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

9.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in Section 8, the City shall pay the County for all services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or services performed following the effective date of termination unless authorized in writing by the City.

10. Notices. All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States first-class mail, or electronically (via e-mail) to the applicable Administrator(s) or the Administrator's designee. Notice delivered in person shall be deemed given when received by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator(s), or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.


11.1 Compliance with Laws. In the performance of its obligations under this Agreement, Parties shall comply with all applicable federal, state, local laws, rules and regulations.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral and/or written agreements between the Parties regarding the subject matter contained herein.

11.3 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit
or schedule, and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

11.4 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Skagit County Superior Court, unless agreed otherwise in writing by the Parties, in the State of Washington.

11.5 Interpretation. This Agreement and each of the terms and conditions are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

11.6 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

11.7 Savings. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

11.8 No Waiver. A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

11.9 No Assignment. Except as provided in Section 4.1, this Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

11.10 Warranty of Authority. Each of the signatories hereto warrants and represents that he/she is competent and authorized to enter into this Agreement as an Administrator(s) on behalf of the Party for whom he or she purports to represent within this Agreement.

11.11 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

11.12 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.
11.13 **No Separate Entity Necessary.** The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

11.14 **Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

11.15 **No Third Party Beneficiaries.** This Agreement and each and every provision hereof are for the sole benefit of the Parties. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

11.16 **Force Majeure.** In the event either Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

11.17 **This is an Integrated Agreement.** Neither Party has relied on any representation other than those expressly set forth herein in entering into this Agreement.

11.18 **Neutral Authorship.** Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the Parties hereto, and this Agreement shall not be interpreted for or against any Party hereto based upon authorship. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they and their authorized representatives executing this Agreement, have fully read this Agreement, understand its meaning and effect, and agree to enter into this Agreement with full knowledge of its terms and conditions. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing and executed by both Parties.

11.19 **Compliance with the Law.** The Parties agree that during the performance of this Agreement they shall abide by all Federal, State and local laws, provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability, with reasonable accommodation, prevents the proper performance of the work involved.

If new law or legally binding precedent under RCW 70.48.130 is directly applicable to any term or condition in this Agreement, which makes such term or condition in this Agreement unlawful, the contract shall be amended in writing and signed by the Parties. However, if any term or condition is allowed to have been negotiated by the Parties in this Interlocal Agreement, the negotiated term or condition shall remain in full force and effect and be binding on the Parties. Retroactivity shall not apply.

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

11.21 **Establishment of Stakeholder Committee and Composition.** The Parties to this Agreement shall participate in Finance and Operations Stakeholder Committee on an annual basis, or as needed, to discuss matters and make recommendations related to Jail finances and operations. The Committee shall consist of
the police chiefs from all contracting City jurisdictions or a person selected by the Chief Executive Officer from the contracting City jurisdiction; the Sheriff; the Chief Corrections Deputy and the County Executive. The Committee shall meet annually on or around July 31st, to coincide with the Parties’ budget processes. The Committee may present any recommendations to the County Council, the Sheriff and the County Executive.

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

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

11.24 Agreement Contact. The County’s initial contact for this Agreement shall be the County’s designated Administrator(s). The City’s initial contact shall be the City’s designated Administrator(s) as named in Section 3.0 of this Agreement. The Parties to this Agreement may designate new contacts by providing written notice to all the other Parties.

11.25 Modifications. Either Party may request changes in this Agreement. Any and all agreed modifications, to be valid and binding upon either Party, shall be in writing and signed by both Parties.

11.26 Filing. This Agreement shall be filed with the Whatcom County Auditor’s Office, or posted on the County’s website.
IN WITNESS WHEREOF, Whatcom County and the City of Ferndale have executed this Agreement on the date and year written below.

DATED this ___________ day of ______________, 20__.

WHATCOM COUNTY:
Approved as to form:

[Signature] 6/11/18
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 ______________, 2018, 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 Whatcom County. My commission expires _____________________
EXECUTED this 6th day of June, 2018, for the CITY OF FERDALE

Mayor

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

On this 8th day of June, 2018, before me personally appeared (name of mayor), to me known to be the Mayor of the City of Ferndale, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

SUSAN E DUNCAN

NOTARY PUBLIC
STATE OF WASHINGTON

NOTARY PUBLIC in and for the State of Washington, residing at Whatcom County. My commission expires 04/30/2021

ATTEST:

Finance Director

Approved as to form:

Office of the City Attorney

Departmental Approval:
### 2018 Jail Per Diem Fee Schedule

**July 1, 2018 - December 31, 2018**

<table>
<thead>
<tr>
<th>Program</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Custody - Base Rate</td>
<td>$116</td>
</tr>
<tr>
<td>Capital Replacement</td>
<td>$13</td>
</tr>
<tr>
<td>Booking Fee</td>
<td>$116</td>
</tr>
<tr>
<td>Out of Custody Work Crew</td>
<td>$50</td>
</tr>
<tr>
<td>Electronic Home Detention</td>
<td>$73</td>
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<tr>
<td>CLEARANCES</td>
<td>Initial</td>
</tr>
<tr>
<td>------------</td>
<td>---------</td>
</tr>
<tr>
<td>Originator</td>
<td>AL</td>
</tr>
<tr>
<td>Division Head</td>
<td></td>
</tr>
<tr>
<td>Dept. Head</td>
<td></td>
</tr>
<tr>
<td>Prosecutor</td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget</td>
<td></td>
</tr>
<tr>
<td>Executive</td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Jail Facility Use Agreement

**ATTACHMENTS:**
Memo and Jail Facility Use Agreement

**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.)

Request authorization for the County Executive to enter into a new Jail Facility Use Agreement between Whatcom County and the City of Lynden effective July 1, 2018.

**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 Members

FROM: Jack Louws, County Executive

DATE: June 8, 2018

SUBJECT: New Jail Facility Use Agreements with Cities

We met with the Small Cities Partnership, including representatives from the City of Bellingham, and with the Whatcom County Police Chief Association and asked for comments on the new jail use facility agreement. Following that, Bellingham was the only jurisdiction that raised concerns with some parts of the agreement. We incorporated many of their comments and distributed the final version to all cities on May 7. The cities then sought and obtained approval of the agreement with their respective Councils.

We are asking for County Council approval to enter in to them with each city. The agreements run for a two-year term ending on June 30, 2020 and can then be renewed for up to three additional two year terms for a period of six additional years.

I recommend approval of the attached agreement with Lynden. Lynden Council will take action on June 18 and we expect that they will approve the agreement.

JL
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office (Sheriff)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>Jail</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Executive/Sheriff</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>City of Lynden</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: 118000

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): $ Varies

**This Amendment Amount:** $

**Total Amended Amount:** $

Council approval required for: all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit “B” of the Budget Ordinance.
5. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

**Summary of Scope:** This agreement allows Whatcom County to provide Correctional Facilities as a place of confinement for the incarceration of one or more City inmates lawfully committed to custody and Correctional Facility services.

<table>
<thead>
<tr>
<th>Term of Contract: Two year w/3 two year renewals</th>
<th>Expiration Date: June 30, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Routing:</strong></td>
<td></td>
</tr>
<tr>
<td>1. Prepared by: Twh</td>
<td>Date: 06/04/18</td>
</tr>
<tr>
<td>2. Attorney signoff:</td>
<td>Date: 6/11/18</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>Date:</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td>Date:</td>
</tr>
<tr>
<td>5. Contractor signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td>Date:</td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td>Date:</td>
</tr>
<tr>
<td>8. Executive signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>9. Original to Council:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Last edited 02/15/18
INTERLOCAL JAIL FACILITY USE AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY AND THE CITY OF LYNDEN

INTERLOCAL AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY and the CITY OF LYNDEN ("Agreement"), is made and entered into this ___ day of __, 2018, by and between WHATCOM COUNTY, a political subdivision of the State of Washington ("County"), and the CITY OF LYNDEN a municipal corporation of the State of Washington ("City") and (County and City hereinafter referred to as the “Parties” or “Party”), pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW.

RECATIALS

A. The County currently maintains and operates Correctional Facilities known as the Whatcom County Jail and the Whatcom County Jail Work Center (JWC) (hereinafter the Jail and JWC may be referred to as “Correctional Facility” or “Facilities”). In order to assist other jurisdictions, the County from time to time will enter into Interlocal Agreements to confine in its Correctional Facilities persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate Correctional Facilities and to confine inmates therein.

C. The City desires to confine persons who have been arrested, detained or convicted by the City for criminal offenses ("City Inmate") and the County is willing to furnish its Correctional Facilities, services, and personnel in exchange for payment from the City for fees and costs, as provided in this Agreement.

D. The Parties recognize the Correctional Facilities require additional capacity and an improved infrastructure in order to safely incarcerate the number of inmates for the City, County and other contracting jurisdictions.

E. The Parties recognize that at times during the period of this Agreement, major repairs and modifications to the Correctional Facilities are anticipated to occur. It is further anticipated this work will affect the capacity of these Facilities and the cost of services.

F. The Parties recognize that the County may contract with other jurisdictions including the Lummi Nation and Nooksack Tribe of Washington to book and detain their inmates.

AGREEMENT

NOW, THEREFORE, in consideration of the respective terms and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City agree to the following:

1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the
City to work together efficiently and effectively in order for the County to provide the City with Correctional Facilities as a place of confinement for the incarceration of one or more City Inmates lawfully committed to custody and Correctional Facilities services ("services"), as defined in Section 4, and set forth under the rules and conditions in the applicable Sheriff’s Office and County policies, procedures, rules and regulations, this Agreement and any attachments hereto.

2. **Effective Date and Duration.** This Agreement shall be effective when duly executed by the Parties. This Agreement shall begin on July 1, 2018, and remain in effect through June 30, 2020, unless earlier terminated pursuant to other provisions in this Agreement or by written mutual agreement. The term of this Agreement may be extended or renewed for up to three (3) additional two (2) year terms for a total of six (6) additional years, provided that each Party's rights or obligations at the end of each contract period are contingent upon local legislative appropriation of necessary funds to provide services contained in this Agreement in accordance with applicable law.

3. **Administrators.** Each Party to this Agreement shall designate their own administrator(s) ("Administrator(s)"), who may be designated by title or position to oversee and administer such Party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

**County’s Administrators:**
- County Executive, Jack Louws
  (or designee)
- 311 Grand Ave, Courthouse
- Bellingham, WA 98225
- 360-778-5200

**City’s Administrator:**
- Whatcom County Sheriff, Bill Elfo
  (or designee)
- 311 Grand Ave -Public Safety Building
- Bellingham, Washington 98225
- 360-778-6600

3.1 **Change of Administrator(s).** Either Party may change its Administrator(s) at any time by delivering written notice of such Party’s new Administrator(s) to the other Party.

4. **Scope of Services.** As described in Section 4 and subject to the terms and conditions provided in this Agreement, the County agrees to provide City Inmate services for gross-misdemeanor and misdemeanor cases initiated by the City for those offenses alleged to have been committed by adults within the City. The County will hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial order of commitment, or transferred to another (non-Whatcom) correctional facility and/or returned to the custody of the City.

4.1 **Assignment.** The County shall provide at least thirty (30) days prior notice to the City of its intent to assign or delegate duties under this Agreement, specifying which duties it intends to assign or delegate and the name and address of the persons or entity to which it intends to assign or delegate.

4.2 **Basic Services.** The County shall provide Correctional Facilities services to the City subject to the terms and conditions set forth in this Agreement. The County, in its sole discretion, may decline to accept or retain custody of a City Inmate for any of the reasons identified in this Agreement. The County shall notify the arresting officer, the City’s judicial branch or the City’s law enforcement agency of the non-acceptance and provide the reason(s) for the non-acceptance. The County shall also notify the City’s law enforcement agency of any non-acceptance.
enforcement agency of any population control measures that may result in an inability to accept City Inmates. Acceptance of City Inmates into the Correctional Facilities shall be conditioned upon the terms and conditions set forth in this Agreement.

4.3 Reducing Jail Services. The County shall provide City Inmate services consistent with the standards contained in this Agreement. If circumstances require the County to reduce services to the City and to other contracting jurisdictions, such reduction in services shall be made uniformly among the contracting Cities and other contracting jurisdictions for gross-misdemeanors and misdemeanors. The County shall provide reasonable notice to contracting Cities and other contracting jurisdictions of its intention to reduce service levels in the Correctional Facilities or correction programs, unless specific circumstances require more immediate action. The uniform reduction in services provided herein shall not apply to felony cases and inmates, except as expressly provided in this Agreement. The need for reductions shall be at the sole discretion of the Sheriff in light of his assessment of potential overcrowding, challenges in maintaining critical infrastructure, life-safety and security systems, construction and repairs occurring or anticipated to occur within the jail, behavioral and security concerns regarding the inmate population, and other factors judged by the Sheriff to be relevant. In the case of such a reduction, the City shall contract with or provide arrangements for inmate housing services and the transportation of City Inmates to another jail facility other than Whatcom County to include a jail facility that will directly accept inmates from officers following arrest.

The County shall provide reasonable notice to the City of its intention to reduce service levels in the Correctional Facilities or any correction programs. Reductions shall be made first by prioritizing the housing of inmates for which the County is legally responsible and obligated to detain and house. In an effort to avoid reduced booking and inmate holding services for the City and other contracting jurisdictions for gross-misdemeanor and misdemeanor inmates, the Sheriff will first consider reviewing the classification status for all appropriate inmates for possible transfer to any other county correctional facility (including jail alternative programs). The Sheriff will also require the Washington Department of Corrections to transfer inmates that the Sheriff is not legally required to detain to another facility in order to reduce the need to transfer City or tribal pre-trial inmates.

If the above described measures do not reduce the Facilities population to the extent needed to safely operate the Facilities, the Sheriff will further consider the transfer or removal of post-conviction or sentenced inmates under the following conditions:

1. Inmates that do not have pending pre-trial charges in other courts within Whatcom County;
2. Inmates not participating in the Inmate Worker program; and
3. Inmates not participating in jail alternative programs.

Subject to contractual authority and available funding, the Sheriff may also consider transferring County Inmates who have no pending criminal cases in Whatcom County to another out-of-county facility, reducing the need for the City Inmates and other contracting jurisdictions to transfer “pre-trial” inmates. This transfer will be to a correctional facility outside of Whatcom County.

In cooperation with Sheriff’s Office staff, the City and other contracting jurisdictions will identify inmates held on their charges for transport to a contracted out-of-county facility. If Whatcom County is housing City Inmates who have dispositioned charges in a Whatcom County court and a City contracting jurisdiction’s court, and both entities are contracting with the same out-of-county facility, upon mutual agreement by both Parties, the City Inmates may be transferred to an out-of-county facility, and each jurisdiction shall be billed and pay for the proportionate share of the contracted facilities’ per diem and costs for the inmates’ incarceration period.

If circumstances require the County to reduce services further and require the transport of pre-trial
inmates, the Sheriff shall hold all City gross-misdemeanor and misdemeanor inmates until the City Inmate’s first court appearance or first review by a judicial officer. It shall be the City’s responsibility to ensure that such hearing or review is held within 48 hours of booking. If a City Inmate is not released on personal recognizance or bail within 24 hours of the first court appearance or review by a judicial officer, and cannot be transferred to the JWC due to capacity or security/classification concerns, the City will arrange to have the inmate transferred out of the Whatcom County Correctional Facility within 48 hours following the first appearance or judicial review, or at a later time agreed to by the Sheriff. In the event of an emergency, the Sheriff may require the inmate to be moved as soon as reasonably possible. The City will provide the County a point of contact, available 24 hours a day, for receiving the notifications. The County agrees to allow City Inmates who have been transferred to another facility to return to the County Correctional Facility for trial or other necessary court appearances. Such inmates will be subject to transport back to the contracted facility as soon as reasonably possible, unless otherwise agreed.

In the event a City Inmate cannot be placed on the alternative facility transportation, it will be up to the City to arrange alternative transportation. If an inmate is deemed medically unstable for transport by the Jail Health Care staff, the inmate may remain at the Jail until such time as the inmate is stable for travel, released by court order, or transferred to another facility/hospital.

In an effort to control jail population and to minimize jail utilization and the interruption of regular law enforcement practices, all jurisdictions are encouraged to consider the following methods as alternatives to incarceration during pre-trial and post-conviction phases, including, but not limited to:

1. Issuing citations in lieu of physical arrest or referring low-level, non-violent, gross-misdemeanor, misdemeanor or felony offences to the appropriate prosecutor’s office in accordance with the law, community safety and the effective administration of justice;
2. Referring or transporting eligible persons to behavioral health or other diversion and alternative programs and/or facilities, as permitted by law.

4.4 Jail Population Control Measures

To help ensure community safety and the ability for law enforcement to book City Inmates, and if it becomes necessary to impose booking restrictions as part of broader population control measures, the Sheriff will, to the extent permissible by law, uniformly apply such restrictions between those arrested by the City, County and State law enforcement agencies. The continued facilitation of booking and holding arrested persons following initial arrest will remain a priority and take precedence over reducing the need to transfer pre-trial inmates.

If booking restrictions are imposed, arrests for felony charges, misdemeanor assault, domestic violence charges and violations, and DUI or similar impaired driving charges will be given priority for booking. To the extent practicable, the Sheriff’s Office will continue to allow exceptions to any booking restrictions imposed, based on the criteria developed by the Sheriff’s Office in the interest of public safety. If an inmate is booked by the City, the inmate will be booked on all charges, including gross misdemeanor and misdemeanor charges.

The Sheriff will work closely with the City and all contracting jurisdictions when providing notice of the need to reduce the jail population and when seeking the swift removal of City Inmates from the Facilities. Prior to implementing booking restrictions with respect to the City, the County will make a good faith effort to seek the removal of all other non-county inmates consistent with its Agreements with other jurisdictions and applicable law.

For those City Inmates who have been identified by the City for removal or transport, the County will...
allow law enforcement/transport officers to enter the booking area inside the Facilities to receive custody of the City Inmates for transport or removal. The City’s employee or contractors, who have received clearance to enter inside the jail pursuant to Sheriff’s Office Policy, will be allowed entry. Clearances granted for the purpose described above may be cancelled or suspended by the Sheriff at any time due to emergency or other security-related circumstance deemed necessary by the Sheriff.

Notwithstanding the above provisions, the Sheriff retains the right and discretion to take more immediate action to reduce the jail population if the Sheriff determines such action is required. Such action may include, but is not limited to, advising the City of the need to maintain security, health and safety in the Facilities and shortening the time period for transfer after first appearance and/or implementation of booking restrictions. The City specifically recognizes the potential need to implement booking restrictions in the event of overcrowding, the failure or unreliability of facility systems or infrastructure, combined with an inability to swiftly remove a sufficient number of inmates, whether or not the inmates are in pre-trial or post-conviction status.

The Sheriff may also notify the City that specific gross-misdemeanor, misdemeanor or tribal inmates, regardless of pre or post-conviction status, need to be transferred due to special housing, care or management needs that cannot be accommodated within the County Facilities. In this case, the transfer of the inmate needs to be accomplished as soon as reasonably possible after notice is given.

Under the terms and conditions of this Agreement and as permitted by law, once a City Inmate is released from County custody, regardless of any court or probation conditions placed on an inmate and regardless of where the inmate is released, transported or housed by the City, the County shall bear no responsibility or liability whatsoever for the City Inmate, including but not limited to, the City Inmate’s mental, physical, or health care needs, the City Inmate’s conduct or behavior, or the City Inmate’s court obligations. If a City Inmate is subsequently re-booked into the Whatcom County Jail on a City matter, the County’s duties and responsibilities per this Agreement go back into effect during the time the City Inmate is in County custody.

4.5 Control of Correctional Facilities and Effect of Ordinance, Policies, Procedures, Rules and Regulations. County Correctional Facilities will be administered by the County in accordance with the law, ordinances, policies, procedures, rules and regulations of the Sheriff’s Office and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of County Correctional Facilities. The City and City Inmates shall be subject to County laws and ordinances, relating to Correctional Facility operations including any emergency security rules imposed by the Sheriff and/or the County Administrator(s), and those Sheriff’s Office policies, procedures, rules and regulations relating to Correctional Facility operations, provided that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, its judicial or law enforcement agencies, to the County as a duty to oversee City Inmates except as provided in this Agreement and as follows:

a. Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all applicable Sheriff’s Office Correctional Facility policies and procedures.

b. Operational Control. The City acknowledges the County’s operational control of the jail and alternate jail programs and agrees that City Inmates committed to the Whatcom County Jail and alternative jail programs are subject to the same lawful rules and
regulations required of other inmates incarcerated therein.

c. Equal Treatment. Except where provided elsewhere in this Agreement, the County
agrees to furnish its Facilities and personnel for confinement of City Inmates and other
services described in this Agreement in the same manner and extent as the County
furnishes for the confinement of its own gross-misdemeanor or misdemeanor inmates,
provided the County shall meet or exceed all legal requirements.

4.6 Inmates Defined.

a. City Inmate. As used herein, "City Inmate" shall mean inmates who are arrested and detained
by a city law enforcement officer, and charged with a gross-misdemeanor and/or
misdemeanor offense in a Municipal Court of the City, or released without charges, or
originally booked for a felony offense, which felony charge is declined for felony charging
and the case is referred to the appropriate City Attorney for review of filing in the Municipal
Court.

b. County Inmate. As used herein, "County Inmate" shall mean inmates who are arrested and
detained by the Whatcom County Sheriff, and charged with a gross-misdemeanor and/or
misdemeanor offense in Whatcom County District Court, and held prior to charging or
released without charges, or originally arrested for a felony offense, which is reduced to a
gross-misdemeanor or misdemeanor offense and referred to the appropriate County
Prosecuting Attorney for filing in the Whatcom County District Court, charged in Whatcom
County Superior Court or are held on a non-city magistrate warrant. A County Inmate
includes those inmates which the Sheriff is legally required to book and hold in custody.

c. Third-Party Inmate. For the purposes of this Agreement, “Third-Party Inmate” shall include
inmates who are committed to a Correctional Facility by other entities, such as tribal, state,
and federal agencies who are not a party to this Agreement.

d. Material Witnesses Held in the Correctional Facility. Inmate incarceration days arising from
a material witness warrant shall be allocated and charged to the jurisdiction issuing the
material witness warrant.

4.7 City Access to City Inmates. All City law enforcement officers and defense attorneys (or
authorized agents) shall have the right to interview confined City Inmates at any time subject to
Correctional Facility security rules, emergency declarations, orders and regulations. Available interview
rooms and appropriate communication technology may be used by city law enforcement officers
and defense attorneys. Nothing in this Agreement obligates the County to install technology not
currently available within the Correctional Facilities.

4.8 Transport of City Inmates. The City shall provide or arrange for transportation and security of
City Inmates to and from the Correctional Facility for initial booking and to all court appearances held in
its municipal court. The City may contract with the County to provide custody or transportation services
for outside court appearances, except when (1) the County determines, in its sole discretion, that
emergency transportation is necessary in order to secure medical or health care and/or psychiatric
evaluation or treatment, or (2) the County determines, in its sole discretion, that transportation is required
to support the orderly operation of the Correctional Facility. In those instances where medical transports
are needed for a City Inmate, actual transportation costs will be included as part of the medical billing to the City.

4.9 Access to Court. The County shall provide the City with access to the Facility’s in-house courtroom for hearings involving incarcerated inmates. The County will provide an internal escort within the Facility and security within the courtroom. The City may also access the County video court system for the City court hearings provided:

a. The City’s system is compatible with the existing County system;

b. Any interfaces, either hardware or software, necessary for the City to access the system will conform with County security protocols and be paid for by the City;

c. Times of access will be coordinated with County Jail personnel and cannot interfere with use by either District or Superior Courts; and

d. The City shall have no claim if any County or Jail Video or Audio Court System becomes inoperable or temporarily dysfunctional.

4.10 Booking an Inmate.

a. Documentation of Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial order of commitment, court order from another court of competent jurisdiction, or a properly completed probable cause affidavit in a format prescribed by the Sheriff.

b. Administrative Booking. Upon request by the arresting officer, City Prosecutor or the City Court, and when not otherwise prohibited by law, court rule or court order, the County shall administratively book and release the City Inmate as soon as practicable. The County further reserves the right to administratively book and release, as soon as practicable, a City Inmate when, in the sole discretion of the Sheriff or designee, the County is unable to accept the City Inmate for housing or when such action is not otherwise prohibited by statute, court rule or court order. The County will make a good faith effort to notify the arresting officer of the County’s decision that it will release an inmate immediately after booking so the arresting officer may pursue an option other than booking in the County Correctional Facility.

c. Health Care Clearance. The County shall have the right to refuse acceptance of any City Inmate who, in the judgment of the County, has a current medical, mental health or dental condition, which may adversely affect the safety of the individual, the safety of other inmates, the safe operations of the Correctional Facility, or is beyond the operational or physical limitations of the Facilities. The County may require written clearance from the local hospital prior to booking, the cost of which will be the responsibility of the City. Additionally, the County has no obligation to receive into custody or retain custody of a City Inmate when, in the opinion of Correctional Facility staff or community medical or mental health staff the City Inmate is not medically or psychiatrically able to be housed in the Correctional Facility, or needs medical or psychiatric attention that would require treatment at a hospital or other type of health care facility. The County will notify the City in these instances so that the City
can arrange other transport and housing. At all times, the Sheriff or designee shall have final authority to determine whether a City Inmate is medically or psychiatrically fit for the County's Correctional Facilities.

d. If a booked City Inmate requires immediate hospital or emergency treatment, the County will have the inmate transported to the local hospital and a county correctional officer will remain with the inmate until such time as follows: 1. The inmate receives treatment and is discharge from the emergency room, or 2. The inmate is admitted to the hospital or other health care facility, or 3. A temporary medical release has been obtained from a City Judicial Officer. The costs of these non-routine services will be included as part of the medical billing to the City.

4.11 Determination of Case Status. The County Prosecuting Attorney shall have the sole authority to determine which felony arrest cases submitted by the City shall be charged as felonies or referred to the City for review as gross-misdemeanors or misdemeanors charges. The City shall not be responsible for any case charged as a felony, pursuant to the determination of case status by the County Prosecuting Attorney. The City will be responsible for all costs of non-routine services provided by outside medical providers administered prior to sentencing for felony inmates arrested by the City law enforcement officers. If the determination is made by the County Prosecuting Attorney that a case should be referred to the City for review and possible charging as a gross-misdemeanor or misdemeanor, such cases shall be referred to the appropriate City Attorney in the Municipal Court, with all inmate services charged to the City from the point of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor shall not require compensation by the City except as otherwise specified in this Agreement. If a determination is made by the County Prosecuting Attorney that a City case originally charged as a gross-misdemeanor or misdemeanor will be charged as a felony, then all inmate services will be charged to the County, unless otherwise specified in this Agreement.

4.12 Jail Alternative Programs. City Inmates qualified to be eligible for Jail Alternative Programs ("Programs") by the sentencing Judge may be permitted to participate in these Programs at the discretion of the Sheriff or designee. Such programs may include but are not limited to In-Custody and Out-of-Custody Work Crews, Work or School Release and Electronic Home Monitoring/Detention. The County will make Programs available to City Inmates based on the same criteria and extent they are made available to County Inmates.

A City Inmate may be terminated from a Jail Alternative Program if: (1) the city municipal court enters an order terminating the City Inmate from the Program or otherwise amends an earlier order, or (2) the County determines, in its sole discretion, that the City Inmate is no longer eligible for the Program.

Upon termination from a Program, a City Inmate in the custody of the County shall be confined in the Correctional Facility to serve the remainder of their term of confinement. However, the inmate's status remains subject to the other provisions of this Agreement, including Section 4.2. If the City Inmate is not in the County's custody at termination, he or she will be the immediate responsibility of the City for all purposes, including, but not limited to, the duty to apprehend.

4.13 Release of Inmates. The County will facilitate the release of City Inmates who have completed their sentences, posted bond or bail, or who have been released by the city court. The County will make reasonable attempts to notify the City when their inmates are released from custody via one of the following methods:
a. Notice of Time Served: Used when an inmate has completed a sentence by the city court.

b. Posting of Bail/Bond: The County agrees to process bail and/or bail bonds posted by inmates. The County will deliver bail bonds or money posted for inmates to the municipal court in a timely manner. Performance bonds will not be accepted by the County, but must be posted directly with the Court of Jurisdiction.

c. Personal Recognizance (PR): If a City Inmate is released, but a PR form is not completed by the City Court, the County will route a copy of the County PR form to the Municipal Court in a timely manner or request that the City provide a City PR document immediately.

4.14 Earned Early Release. The County will grant early release credits to City Inmates in accordance with Chapter 9.94A RCW and County Sheriff’s Office policies and procedures.

4.15 City Inmate Incarceration Status Records. In order to facilitate the management of the jail population, the County will provide the City with real-time access to the relevant Sheriff’s Office records management system, so the City may determine the following:

a. The names and booking data of City Inmates held at the Main Jail on city charges or sentences, including the amount of accrued credit for time served on the current charge(s);

b. The names and booking data of City Inmates held at the JWC on city charges or sentences, including the amount of accrued credit for time served on the current charges (along with which City Inmates are participating in jail alternative programs). This information will be attached to inmate records, accessible by the City; and

c. The total inmate population(s) and location.

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

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

4.18 Correctional Facility Bed-Day Utilization Reporting. The County shall report, at least quarterly, to the City the actual number of inmate days utilized by each Party in the previous quarter, and the total number of actual inmate days. This report may take the form of a master quarterly report, with all contract agency use figures being included on the same report.

5. Per Diem, Costs and Billing. The County will notify the City by August 15th of every year of the estimated booking fee, per diem, rates, and fees to be charged in the next year. This estimate is not binding on the County, but will be the best estimate provided based on the information available at that date. Per Diem, rates and fees will be for in-custody jail per diem (bed day charges), out-of-custody Work Crew, and Electronic Home Detention or other alternative programs. The final booking fee, per diem, rates, and fees may also include a capital replacement charge to fund the replacement of infrastructure and component systems of the Correctional Facilities. The daily capital replacement charge
will be billed as outlined for per diem. These costs will be determined following adoption of the County Budget by the County Council, and established in the Whatcom County Unified Fee Schedule. The Unified Fee Schedule will set forth these costs for that year and will be provided to the City with the first monthly statement in the new year. The applicable charges for custody of the inmates as well as the basis for adjustments in the charges will be presented at the County Council hearings for the adoption of the County Budget. The Unified Fee schedule is available on the County's website and is incorporated herein by reference. Failure by the County to notify the City by August 15th will not prohibit the County from establishing new costs as described above. The per diem, rates and fees from July 1, 2018 through December 31, 2018 will be established through Executive authority as per the attached Exhibit A; 2018 Jail Per Diem Fee Schedule.

5.1 In Custody Jail Per Diem. An In-Custody Facilities per diem cost shall be charged to the City, for each City Inmate. The City will be charged pursuant to the following terms:

a. The City will be charged per diem in one-third (1/3) day increments for persons incarcerated in the Facilities on city gross-misdemeanor or misdemeanor charges, warrants, or for any other City Inmate incarceration purposes. Persons incarcerated on felony charges will be the responsibility of the County, except nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to sentencing,

b. Persons originally incarcerated for a felony offense that is declined by the County Prosecutor and returned to the City Attorney shall be the City's responsibility from the date and time of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor, shall not require compensation by the City.

c. If a city or tribal charge is concurrent to either county court or another city, tribal or contracting jurisdiction charge, each entity will equally share the per diem for the shared incarceration period. The City shall not be charged for per diem costs related to inmates on which the City has no hold.

5.2 Booking Fee. A booking fee shall be charged to the City, for each person booked into the Correctional Facility on the City's charges or warrants. This will include inmates returned to the County Correctional Facility from an alternative facility for hearings and/or trial and/or order of the City Court. City Inmates booked into the jail and released within eight (8) hours will only incur the booking fee. City Inmates who are booked into the Correctional Facility and held in the Facility will incur both the booking fee and a per diem charge accruing in one-third (1/3) day increments. If an inmate is booked on charges from multiple local entities, the booking fee will be split evenly between those jurisdictions.

In those instances where the City court requests that an inmate be brought to the in-house Facility's courtroom on a charge that is not reflected in the inmate’s current booking record, the inmate will be escorted to court and the case heard by the City court, and any new charge(s), will be added to the inmate’s booking record. If the inmate is already being held on a City charge, there will be no change to the per diem, but an additional booking fee will be charged. The additional booking fee will be shared equally with any other jurisdiction(s) on the inmate’s current booking. If the inmate was not being held on a City charge, per diem will begin on the date the new charge(s) are entered if the City Inmate is held in custody on the City charge. Per diems and booking fees will be pro-rated as described in this Agreement.
5.3 **Alternative Jail Programs/Per Diem.** Jail Per Diem costs for In-Custody Work Release and Work Crew, Electronic Home Detention and Out of Custody Work Crew shall also be charged to the City, for each City Inmate. The City will be charged for Alternative Jail Programs as follows:

a. In-Custody Work Release: If a City Inmate participates in Whatcom County's Work Release Program the City will be charged the In Custody per diem rate per bed day for work release inmates. Any funds collected from the inmate will be credited to the City.

b. In-Custody Work Crew: If a City Inmate participates in the In Custody Work Crew Program the City will be charged the In Custody per diem rate per bed day for work crew inmates. Any funds collected from the inmate will be credited to the City.

c. Electronic Home Detention/Monitoring: If a City Inmate qualifies for County Electronic Home Detention/Monitoring, billing to the City for these participating inmates will be based on the Electronic Home Detention/Monitoring per diem rate. Any funds collected from the inmate will be credited to the City.

d. Out of Custody Work Crew: If a City Inmate participates in the Out-of-Custody Work Crew Program, billing to the City for these participating inmates will be based on the Out of Custody Work Crew per diem rate. Any funds collected from the inmate will be credited to the City.

e. The above-described provisions will also apply to any other alternative day release of the City Inmate, such as school release.

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

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

5.4 **Health Care Costs.** All medical charges invoiced to the City shall be in compliance with Washington State law. All City Inmates shall receive medical, mental health, and dental treatment when medically necessary to safeguard their health while in custody as required by law. Medical costs shall be allocated per state law or by agreement between the City and the County. If there is a difference between state law allocation of such costs and an agreement between the City and the County, this Agreement shall control. The County shall be responsible for providing routine health care. Such health care will include those health care services routinely delivered at normal cost by County staff, contracted practitioners, or nursing staff, and delivered within the Facilities.

a. The County is not responsible for the cost of services delivered to City Inmates outside of the Facility, or for non-routine services provided by outside medical practitioners within the Facility. The City shall be responsible for the costs of any and all emergent or necessary medical or health care, dental and psychiatric treatment provided outside of the County Facilities or non-routine services or medication provided to the City Inmate inside the Facility. Payment for emergency, exceptional or non-routine necessary medical or healthcare
for City gross-misdemeanor or misdemeanor inmates shall be made by the City upon written invoice by the County or such other terms as City and the County may agree upon in writing. The County will additionally bill the City for pre-sentence felony inmates, held on City cases, who incur emergency, exceptional or non-routine necessary medical or health care costs. The County shall notify the City within a reasonable period of time, when the County becomes aware that an inmate being held on City charges or awaiting sentencing on City felony charge is in need of emergency, exceptional, or non-routine necessary medical or health care or when the inmate has been transported for emergency care. Any decision to release a pre-trial City felon, City pre-trial detainee, or City Inmate for this reason will rest with the City, the Prosecuting Attorney and/or City Attorney, and/or the Court. Included in the cost of extraordinary medical costs will be the costs to transport and/or provide a guard detail if the inmate is not released by the Court. This may include payments to other Corrections Agencies if the inmate is hospitalized in an out of area hospital and not released by the Court.

b. The County agrees to utilize all existing agreements with medical practitioners and organizations to mitigate any medical costs, to make its best efforts to negotiate additional favorable agreements, and seek out any and all eligible third party reimbursement for medical costs (including health or auto insurance, DHSHS/Medicaid, and/or the State of Washington), in the same manner and extent as the County does for inmates held on its own charges and prior to billing the City. No third party beneficiary contract or contract of insurance is intended by this contract. Non-routine necessary medical or healthcare shall include all practitioner-ordered healthcare or medical services delivered to City inmates outside of the Facilities, specialized care provided by non-contract health care providers in or out of the Facilities, and emergency treatment, including EMS and the local Hospital Emergency Department.

c. Any failure or error by the County to provide the City with proper notification of extraordinary, non-routine necessary medical or healthcare, emergency care, dental and/or mental health services described under Section 5, delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under this Agreement.

5.5 Invoicing for Extraordinary, Non-Routine, Necessary Medical or Health Care, Emergency Care, Mental Health and Dental Services. The County shall invoice the City for all costs incurred for extraordinary or non-routine necessary medical, health, or emergency care, dental, or mental health services to City Inmates, including, but not limited to, durable medical equipment, ambulance fees, medical, dental, and mental health services provided outside the Facilities, specialized equipment or extraordinary medications essential to the inmates health such as chemotherapy, anti-viral or biologic medications. Extraordinary Medical Costs do not include routine medical examinations, tests, procedures performed at the Facilities by Facility staff or contractors or routine medications. The County will facilitate use of a City Inmate's third party medical insurance whenever possible. If coverage is available, the County will bill the City Inmate's health insurance and/or applicable public assistance and credit the City. Credit amounts may show up on billings subsequent to the time of service, due to processing timelines by both the provider and the third party payer.

5.6 Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or any other schedule mutually agreed upon by the Parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the
monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (1) make complete and timely payment on the outstanding balance, and (2) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City's written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City's next billing cycle, provided, that upon termination of this Agreement, the County shall pay the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under this Agreement.

5.7 Review and Records Maintenance. Each Party, at its own expense, may examine the other Party's relevant books and records to verify charges and may conduct an audit to determine if billing errors have been made. The County shall maintain accurate time and accounting records related to the services for a period of three (3) years following final payment.

6. Indemnification/Hold Harmless. To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. Each Party will pay their own attorney's fees and costs for arbitration but the Parties shall share equally in the arbitrator's costs and fees.

6.1 Insurance. Each Party shall obtain and maintain insurance coverage in minimum liability limits of five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate, by an insurance carrier and/or self-insurance for their own liabilities from damage to property and injuries to persons arising out of its activities associated with this Agreement. The maintenance of, or lack thereof, of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party(s). Upon request, each Party shall annually provide and attach to this Agreement, or an extension to this Agreement, a certificate of insurance or letter of self-insurance.

6.2 Waiver under Washington Industrial Insurance Act. The foregoing indemnity is specifically
intended to constitute a waiver of each Party’s immunity under Washington’s Industrial Insurance Act, Chapter 51 RCW, as to the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The terms of the Indemnification provisions shall survive the termination or expiration of this Agreement.

7. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the Parties do not assume liability or responsibility of the other Party which arises in whole or in part from the existence or effect of the other Party’s ordinances, policies, rules or regulations. Nor shall any Party be liable or responsible for any claims of conduct or actions by the other Party, the other Party’s courts, or law enforcement, including, but not limited to, claims of unlawful arrest, excessive force, unlawful imprisonment, unconstitutional deprivation, negligence, errors, omissions or misconduct. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Party’s ordinance, policy, rule or regulation is at issue, or Party’s court, Party’s Prosecutor or the Party’s law enforcement agency as described above, each Party shall defend themselves at their own expense, and if judgment is entered or damages are awarded against any Party, each Party shall pay their proportionate share of any damages, liability, costs, and fees awarded to the injured third party. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration, with each Party paying their own costs and fees for arbitration.

8. Default and Disputes and Remedies.

Default. If either Party fails to perform any act or obligation required to be performed by this Agreement, the other Party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, if the non-performance is an act that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

Dispute. Should a dispute arise as to the application, compensation, enforcement or interpretation of this Agreement between the City and the County, such Dispute or Default described above, shall be progressively resolved in the following manner:

1. Through good faith and reasonable negotiations between the City and the County's respective contacts;
2. Through good faith and reasonable negotiations between the Mayor and the County Executive or Administrators;
3. In the event the City and the County do not reach an agreement within 90 days of commencing negotiations, the matter will be submitted to non-binding mediation or, if agreed by the Parties, forego mediation and proceed directly to binding arbitration. The arbitrator may be selected by agreement of the Parties under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, and conducted in Bellingham, WA., or if agreement is not reached, conducted through JAMS (mediation and arbitration services) in Seattle, WA., or as otherwise agreed in writing by the Parties. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. All fees and expenses for mediation
or arbitration shall be borne by the Parties equally; however, each Party shall bear the expense of its own counsel, experts, witnesses, fees, attorney’s fees, and costs for preparation and presentation of evidence; and

4. The Parties may mutually agree to extend the negotiation period. If the parties cannot agree upon the selection of an impartial arbitrator within fourteen days of a written request for arbitration by either Party, the arbitrator shall be selected as provided in the Superior Court Mandatory Arbitration Rules by a judge of the Superior Court of Skagit County or JAMS. The arbitration shall be conducted pursuant to the Superior Court Mandatory Arbitration Rules.

5. It is agreed between the Parties that no attorney fees or costs shall be awarded to the prevailing Party under these provisions.

Nothing in this section shall deny any rights established elsewhere in this Agreement.

In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in this Agreement, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Correctional Facility and at the County’s request, remove all City Inmates from the Correctional Facility within fourteen (14) days of notice. The City shall be responsible for transporting and arranging an alternate correctional facility to house City Inmates. Thereafter, the County may, in its sole discretion, accept city inmates to the Correctional Facility if all outstanding invoices are paid. Interest on balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month.

9. **Early Termination by the County.** Except as provided in Section 8.3 below, the County may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the City and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.1 **Early Termination by the City.** The City may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.2 **Early Termination by the County for Lack of Funding.** This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

9.3 **Calculation of Costs Due Upon Early Termination.** Upon early termination of this Agreement as provided in Section 8, the City shall pay the County for all services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or services performed following the effective date of termination unless authorized in writing by the City.

10. **Notices.** All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States first-class mail, or electronically (via e-mail) to the applicable Administrator(s) or the Administrator’s designee. Notice delivered in person shall be deemed given when received by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator(s), or their designee, at the addresses set forth in Section 3 of this Agreement. Notice
delivered by email shall be deemed given as of the date and time received by the recipient.


11.1 Compliance with Laws. In the performance of its obligations under this Agreement, Parties shall comply with all applicable federal, state, local laws, rules and regulations.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral and/or written agreements between the Parties regarding the subject matter contained herein.

11.3 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule, and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

11.4 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Skagit County Superior Court, unless agreed otherwise in writing by the Parties, in the State of Washington.

11.5 Interpretation. This Agreement and each of the terms and conditions are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

11.6 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

11.7 Savings. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

11.8 No Waiver. A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

11.9 No Assignment. Except as provided in Section 4.1, this Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
11.10 **Warranty of Authority.** Each of the signatories hereto warrants and represents that he/she is competent and authorized to enter into this Agreement as an Administrator(s) on behalf of the Party for whom he or she purports to represent within this Agreement.

11.11 **Independent Contractor.** The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

11.12 **No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

11.13 **No Separate Entity Necessary.** The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

11.14 **Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

11.15 **No Third Party Beneficiaries.** This Agreement and each and every provision hereof are for the sole benefit of the Parties. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

11.16 **Force Majeure.** In the event either Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

11.17 **This is an Integrated Agreement.** Neither Party has relied on any representation other than those expressly set forth herein in entering into this Agreement.

11.18 **Neutral Authorship.** Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the Parties hereto, and this Agreement shall not be interpreted for or against any Party hereto based upon authorship. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they and their authorized representatives executing this Agreement, have fully read this Agreement, understand its meaning and effect, and agree to enter into this Agreement with full knowledge of its terms and conditions. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing and executed by both Parties.

11.19 **Compliance with the Law.** The Parties agree that during the performance of this Agreement
they shall abide by all Federal, State and local laws, provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability, with reasonable accommodation, prevents the proper performance of the work involved.

If new law or legally binding precedent under RCW 70.48.130 is directly applicable to any term or condition in this Agreement, which makes such term or condition in this Agreement unlawful, the contract shall be amended in writing and signed by the Parties. However, if any term or condition is allowed to have been negotiated by the Parties in this Interlocal Agreement, the negotiated term or condition shall remain in full force and effect and be binding on the Parties. Retroactivity shall not apply.

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

11.21 Establishment of Stakeholder Committee and Composition. The Parties to this Agreement shall participate in Finance and Operations Stakeholder Committee on an annual basis, or as needed, to discuss matters and make recommendations related to Jail finances and operations. The Committee shall consist of the police chiefs from all contracting City jurisdictions or a person selected by the Chief Executive Officer from the contracting City jurisdiction; the Sheriff; the Chief Corrections Deputy and the County Executive. The Committee shall meet annually on or around July 31st, to coincide with the Parties' budget processes. The Committee may present any recommendations to the County Council, the Sheriff and the County Executive.

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

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

11.24 Agreement Contact. The County's initial contact for this Agreement shall be the County's designated Administrator(s). The City’s initial contact shall be the City’s designated Administrator(s) as named in Section 3.0 of this Agreement. The Parties to this Agreement may designate new contacts by providing written notice to all the other Parties.

11.25 Modifications. Either Party may request changes in this Agreement. Any and all agreed modifications, to be valid and binding upon either Party, shall be in writing and signed by both Parties.

11.26 Filing. This Agreement shall be filed with the Whatcom County Auditor’s Office, or posted on the County's website.
IN WITNESS WHEREOF, Whatcom County and the City of Lynden have executed this Agreement on the date and year written below.

DATED this __________ day of ______________, 20__.

WHATCOM COUNTY:

Approved as to form:

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 ________________, 2018, 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 Whatcom County.
    My commission expires ________________.
CITY OF

EXECUTED this _____ day of ______________, 2018. For the CITY OF LYNDEN

__________________________
Mayor

STATE OF WASHINGTON )
 ) ss
COUNTY OF WHATCOM )

On this _____ day of ______________, 2018, before me personally appeared
(name of mayor), to me known to be the Mayor of the City of ______________, 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 Whatcom County.
My commission expires ______________.

ATTEST:

__________________________
Finance Director

Approved as to form:

__________________________
Office of the City Attorney

Departmental Approval:
Exhibit A

2018 Jail Per Diem Fee Schedule  
July 1, 2018 - December 31, 2018

<table>
<thead>
<tr>
<th>Program</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Custody - Base Rate</td>
<td>$ 116</td>
</tr>
<tr>
<td>Capital Replacement</td>
<td>$ 13</td>
</tr>
<tr>
<td>Booking Fee</td>
<td>$ 116</td>
</tr>
<tr>
<td>Out of Custody Work Crew</td>
<td>$ 50</td>
</tr>
<tr>
<td>Electronic Home Detention</td>
<td>$ 73</td>
</tr>
</tbody>
</table>
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>AL</td>
<td>05/22/18</td>
<td></td>
<td>06/19/18</td>
<td>Finance Committee</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>6/19/18</td>
<td>Council</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>06/11/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>06/11/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>06/11/18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Jail Facility Use Agreement

**ATTACHMENTS:**
Memo and Jail Facility Use Agreement

---

**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.)

Request authorization for the County Executive to enter into a new Jail Facility Use Agreement between Whatcom County and the City of Blaine effective July 1, 2018.

---

**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 Members

FROM: Jack Louws, County Executive

DATE: June 8, 2018

SUBJECT: New Jail Facility Use Agreements with Cities

We met with the Small Cities Partnership, including representatives from the City of Bellingham, and with the Whatcom County Police Chief Association and asked for comments on the new jail use facility agreement. Following that, Bellingham was the only jurisdiction that raised concerns with some parts of the agreement. We incorporated many of their comments and distributed the final version to all cities on May 7. The cities then sought and obtained approval of the agreement with their respective Councils.

We are asking for County Council approval to enter into them with each city. The agreements run for a two-year term ending on June 30, 2020 and can then be renewed for up to three additional two year terms for a period of six additional years.

I recommend approval of the attached agreement with Blaine. Blaine Council approved the agreement on June 11.

JL
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office (Sheriff)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>Jail</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Executive/Sheriff</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>City of Blaine</td>
</tr>
<tr>
<td>Is this a New Contract?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
<td></td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>If No, include WCC:</td>
<td>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s):</td>
<td></td>
</tr>
<tr>
<td>CFDA#:</td>
<td></td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>If yes, 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 ☑ No ☐</td>
</tr>
<tr>
<td>If yes, RFP and Bid number(s):</td>
<td>Contract</td>
</tr>
<tr>
<td>Cost Center:</td>
<td>118000</td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>No ☐ Yes ☑</td>
</tr>
<tr>
<td>If no, include Attachment D Contractor Declaration form.</td>
<td></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>☐</td>
</tr>
<tr>
<td>Contract work is for less than $100,000.</td>
<td>☐</td>
</tr>
<tr>
<td>Contract work is for less than 120 days.</td>
<td>☑</td>
</tr>
<tr>
<td>Interlocal Agreement (between Governments).</td>
<td>☐</td>
</tr>
<tr>
<td>Contract for Commercial off the shelf items (COTS).</td>
<td>☐</td>
</tr>
<tr>
<td>Work related subcontract less than $25,000.</td>
<td>☐</td>
</tr>
<tr>
<td>Public Works - Local Agency/Federally Funded FHWA.</td>
<td>☐</td>
</tr>
<tr>
<td>Contract Amount:(sum of original contract amount and any prior amendments):</td>
<td>$ Varies</td>
</tr>
<tr>
<td>This Amendment Amount:</td>
<td>$</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$</td>
</tr>
<tr>
<td>Council approval required for; all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:</td>
<td></td>
</tr>
<tr>
<td>1. Exercising an option contained in a contract previously approved by the council.</td>
<td></td>
</tr>
<tr>
<td>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</td>
<td></td>
</tr>
<tr>
<td>3. Bid or award is for supplies.</td>
<td></td>
</tr>
<tr>
<td>4. Equipment is included in Exhibit “B” of the Budget Ordinance</td>
<td></td>
</tr>
<tr>
<td>5. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</td>
<td></td>
</tr>
<tr>
<td>Summary of Scope: This agreement allows Whatcom County to provide Correctional Facilities as a place of confinement for the incarceration of one or more City inmates lawfully committed to custody and Correctional Facility services.</td>
<td></td>
</tr>
<tr>
<td>Term of Contract:</td>
<td>Two year w/3 two year renewals</td>
</tr>
<tr>
<td>Expiration Date:</td>
<td>June 30, 2020</td>
</tr>
<tr>
<td>Contract Routing:</td>
<td>Date: 06/04/18</td>
</tr>
<tr>
<td>1. Prepared by: Twh</td>
<td>Date: 06/11/18</td>
</tr>
<tr>
<td>2. Attorney signoff:</td>
<td>Date:</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>Date:</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td>Date:</td>
</tr>
<tr>
<td>5. Contractor signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td>Date:</td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td>Date:</td>
</tr>
<tr>
<td>8. Executive signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>9. Original to Council:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Last edited 02/15/18
INTERLOCAL JAIL FACILITY USE AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY AND THE CITY OF BLAINE

INTERLOCAL AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY and the CITY OF BLAINE ("Agreement"), is made and entered into this ___ day of ____, 2018, by and between WHATCOM COUNTY, a political subdivision of the State of Washington ("County"), and the CITY OF BLAINE a municipal corporation of the State of Washington ("City") and (County and City hereinafter referred to as the “Parties” or “Party”), pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW.

RECITALS

A. The County currently maintains and operates Correctional Facilities known as the Whatcom County Jail and the Whatcom County Jail Work Center (JWC) (hereinafter the Jail and JWC may be referred to as “Correctional Facility” or “Facilities”). In order to assist other jurisdictions, the County from time to time will enter into Interlocal Agreements to confine in its Correctional Facilities persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate Correctional Facilities and to confine inmates therein.

C. The City desires to confine persons who have been arrested, detained or convicted by the City for criminal offenses ("City Inmate") and the County is willing to furnish its Correctional Facilities, services, and personnel in exchange for payment from the City for fees and costs, as provided in this Agreement.

D. The Parties recognize the Correctional Facilities require additional capacity and an improved infrastructure in order to safely incarcerate the number of inmates for the City, County and other contracting jurisdictions.

E. The Parties recognize that at times during the period of this Agreement, major repairs and modifications to the Correctional Facilities are anticipated to occur. It is further anticipated this work will affect the capacity of these Facilities and the cost of services.

F. The Parties recognize that the County may contract with other jurisdictions including the Lummi Nation and Nooksack Tribe of Washington to book and detain their inmates.

AGREEMENT

NOW, THEREFORE, in consideration of the respective terms and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City agree to the following:

1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the
City to work together efficiently and effectively in order for the County to provide the City with Correctional Facilities as a place of confinement for the incarceration of one or more City Inmates lawfully committed to custody and Correctional Facilities services ("services"), as defined in Section 4, and set forth under the rules and conditions in the applicable Sheriff’s Office and County policies, procedures, rules and regulations, this Agreement and any attachments hereto.

2. **Effective Date and Duration.** This Agreement shall be effective when duly executed by the Parties. This Agreement shall begin on July 1, 2018, and remain in effect through June 30, 2020, unless earlier terminated pursuant to other provisions in this Agreement or by written mutual agreement. The term of this Agreement may be extended or renewed for up to three (3) additional two (2) year terms for a total of six (6) additional years, provided that each Party's rights or obligations at the end of each contract period are contingent upon local legislative appropriation of necessary funds to provide services contained in this Agreement in accordance with applicable law.

3. **Administrators.** Each Party to this Agreement shall designate their own administrator(s) ("Administrator(s)"), who may be designated by title or position to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

<table>
<thead>
<tr>
<th>County's Administrators:</th>
<th>City's Administrator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Executive, Jack Louws (or designee)</td>
<td>Whatcom County Sheriff, Bill Elfo (or designee)</td>
</tr>
<tr>
<td>311 Grand Ave, Courthouse</td>
<td>311 Grand Ave, Public Safety Building</td>
</tr>
<tr>
<td>Bellingham, WA 98225</td>
<td>Bellingham, Washington 98225</td>
</tr>
<tr>
<td>360-778-5200</td>
<td>360-778-6600</td>
</tr>
</tbody>
</table>

3.1 **Change of Administrator(s).** Either Party may change its Administrator(s) at any time by delivering written notice of such Party's new Administrator(s) to the other Party.

4. **Scope of Services.** As described in Section 4 and subject to the terms and conditions provided in this Agreement, the County agrees to provide City Inmate services for gross-misdemeanor and misdemeanor cases initiated by the City for those offenses alleged to have been committed by adults within the City. The County will hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial order of commitment, or transferred to another (non-Whatcom) correctional facility and/or returned to the custody of the City.

4.1 **Assignment.** The County shall provide at least thirty (30) days prior notice to the City of its intent to assign or delegate duties under this Agreement, specifying which duties it intends to assign or delegate and the name and address of the persons or entity to which it intends to assign or delegate.

4.2 **Basic Services.** The County shall provide Correctional Facilities services to the City subject to the terms and conditions set forth in this Agreement. The County, in its sole discretion, may decline to accept or retain custody of a City Inmate for any of the reasons identified in this Agreement. The County shall notify the arresting officer, the City's judicial branch or the City's law enforcement agency of the non-acceptance and provide the reason(s) for the non-acceptance. The County shall also notify the City's law enforcement agency of any correctional services provided.
enforcement agency of any population control measures that may result in an inability to accept City Inmates. Acceptance of City Inmates into the Correctional Facilities shall be conditioned upon the terms and conditions set forth in this Agreement.

4.3 Reducing Jail Services. The County shall provide City Inmate services consistent with the standards contained in this Agreement. If circumstances require the County to reduce services to the City and to other contracting jurisdictions, such reduction in services shall be made uniformly among the contracting Cities and other contracting jurisdictions for gross-misdemeanors and misdemeanors. The County shall provide reasonable notice to contracting Cities and other contracting jurisdictions of its intention to reduce service levels in the Correctional Facilities or correction programs, unless specific circumstances require more immediate action. The uniform reduction in services provided herein shall not apply to felony cases and inmates, except as expressly provided in this Agreement. The need for reductions shall be at the sole discretion of the Sheriff in light of his assessment of potential overcrowding, challenges in maintaining critical infrastructure, life-safety and security systems, construction and repairs occurring or anticipated to occur within the jail, behavioral and security concerns regarding the inmate population, and other factors judged by the Sheriff to be relevant. In the case of such a reduction, the City shall contract with or provide arrangements for inmate housing services and the transportation of City Inmates to another jail facility other than Whatcom County to include a jail facility that will directly accept inmates from officers following arrest.

The County shall provide reasonable notice to the City of its intention to reduce service levels in the Correctional Facilities or any correction programs. Reductions shall be made first by prioritizing the housing of inmates for which the County is legally responsible and obligated to detain and house. In an effort to avoid reduced booking and inmate holding services for the City and other contracting jurisdictions for gross-misdemeanor and misdemeanor inmates, the Sheriff will first consider reviewing the classification status for all appropriate inmates for possible transfer to any other county correctional facility (including jail alternative programs). The Sheriff will also require the Washington Department of Corrections to transfer inmates that the Sheriff is not legally required to detain to another facility in order to reduce the need to transfer City or tribal pre-trial inmates.

If the above described measures do not reduce the Facilities population to the extent needed to safely operate the Facilities, the Sheriff will further consider the transfer or removal of post-conviction or sentenced inmates under the following conditions:

1. Inmates that do not have pending pre-trial charges in other courts within Whatcom County;
2. Inmates not participating in the Inmate Worker program; and
3. Inmates not participating in jail alternative programs.

Subject to contractual authority and available funding, the Sheriff may also consider transferring County Inmates who have no pending criminal cases in Whatcom County to another out-of-county facility, reducing the need for the City Inmates and other contracting jurisdictions to transfer “pre-trial” inmates. This transfer will be to a correctional facility outside of Whatcom County.

In cooperation with Sheriff’s Office staff, the City and other contracting jurisdictions will identify inmates held on their charges for transport to a contracted out-of-county facility. If Whatcom County is housing City Inmates who have dispositioned charges in a Whatcom County court and a City contracting jurisdiction’s court, and both entities are contracting with the same out-of-county facility, upon mutual agreement by both Parties, the City Inmates may be transferred to an out-of-county facility, and each jurisdiction shall be billed and pay for the proportionate share of the contracted facilities’ per diem and costs for the inmates’ incarceration period.

If circumstances require the County to reduce services further and require the transport of pre-trial
inmates, the Sheriff shall hold all City gross-misdemeanor and misdemeanor inmates until the City Inmate’s first court appearance or first review by a judicial officer. It shall be the City’s responsibility to ensure that such hearing or review is held within 48 hours of booking. If a City Inmate is not released on personal recognizance or bail within 24 hours of the first court appearance or review by a judicial officer, and cannot be transferred to the JWC due to capacity or security/classification concerns, the City will arrange to have the inmate transferred out of the Whatcom County Correctional Facility within 48 hours following the first appearance or judicial review, or at a later time agreed to by the Sheriff. In the event of an emergency, the Sheriff may require the inmate to be moved as soon as reasonably possible. The City will provide the County a point of contact, available 24 hours a day, for receiving the notifications. The County agrees to allow City Inmates who have been transferred to another facility to return to the County Correctional Facility for trial or other necessary court appearances. Such inmates will be subject to transport back to the contracted facility as soon as reasonably possible, unless otherwise agreed.

In the event a City Inmate cannot be placed on the alternative facility transportation, it will be up to the City to arrange alternative transportation. If an inmate is deemed medically unstable for transport by the Jail Health Care staff, the inmate may remain at the Jail until such time as the inmate is stable for travel, released by court order, or transferred to another facility/hospital.

In an effort to control jail population and to minimize jail utilization and the interruption of regular law enforcement practices, all jurisdictions are encouraged to consider the following methods as alternatives to incarceration during pre-trial and post-conviction phases, including, but not limited to:

1. Issuing citations in lieu of physical arrest or referring low-level, non-violent, gross-misdemeanor, misdemeanor or felony offenses to the appropriate prosecutor’s office in accordance with the law, community safety and the effective administration of justice;
2. Referring or transporting eligible persons to behavioral health or other diversion and alternative programs and/or facilities, as permitted by law.

4.4 Jail Population Control Measures

To help ensure community safety and the ability for law enforcement to book City Inmates, and if it becomes necessary to impose booking restrictions as part of broader population control measures, the Sheriff will, to the extent permissible by law, uniformly apply such restrictions between those arrested by the City, County and State law enforcement agencies. The continued facilitation of booking and holding arrested persons following initial arrest will remain a priority and take precedence over reducing the need to transfer pre-trial inmates.

If booking restrictions are imposed, arrests for felony charges, misdemeanor assault, domestic violence charges and violations, and DUI or similar impaired driving charges will be given priority for booking. To the extent practicable, the Sheriff’s Office will continue to allow exceptions to any booking restrictions imposed, based on the criteria developed by the Sheriff’s Office in the interest of public safety. If an inmate is booked by the City, the inmate will be booked on all charges, including gross misdemeanor and misdemeanor charges.

The Sheriff will work closely with the City and all contracting jurisdictions when providing notice of the need to reduce the jail population and when seeking the swift removal of City Inmates from the Facilities. Prior to implementing booking restrictions with respect to the City, the County will make a good faith effort to seek the removal of all other non-county inmates consistent with its Agreements with other jurisdictions and applicable law.

For those City Inmates who have been identified by the City for removal or transport, the County will
allow law enforcement/transport officers to enter the booking area inside the Facilities to receive custody of the City Inmates for transport or removal. The City's employee or contractors, who have received clearance to enter inside the jail pursuant to Sheriff's Office Policy, will be allowed entry. Clearances granted for the purpose described above may be cancelled or suspended by the Sheriff at any time due to emergency or other security-related circumstance deemed necessary by the Sheriff.

Notwithstanding the above provisions, the Sheriff retains the right and discretion to take more immediate action to reduce the jail population if the Sheriff determines such action is required. Such action may include, but is not limited to, advising the City of the need to maintain security, health and safety in the Facilities and shortening the time period for transfer after first appearance and/or implementation of booking restrictions. The City specifically recognizes the potential need to implement booking restrictions in the event of overcrowding, the failure or unreliability of facility systems or infrastructure, combined with an inability to swiftly remove a sufficient number of inmates, whether or not the inmates are in pre-trial or post-conviction status.

The Sheriff may also notify the City that specific gross-misdemeanor, misdemeanor or tribal inmates, regardless of pre or post-conviction status, need to be transferred due to special housing, care or management needs that cannot be accommodated within the County Facilities. In this case, the transfer of the inmate needs to be accomplished as soon as reasonably possible after notice is given.

Under the terms and conditions of this Agreement and as permitted by law, once a City Inmate is released from County custody, regardless of any court or probation conditions placed on an inmate and regardless of where the inmate is released, transported or housed by the City, the County shall bear no responsibility or liability whatsoever for the City Inmate, including but not limited to, the City Inmate's mental, physical, or health care needs, the City Inmate's conduct or behavior, or the City Inmate's court obligations. If a City Inmate is subsequently re-booked into the Whatcom County Jail on a City matter, the County's duties and responsibilities per this Agreement go back into effect during the time the City Inmate is in County custody.

4.5 Control of Correctional Facilities and Effect of Ordinance, Policies, Procedures, Rules and Regulations. County Correctional Facilities will be administered by the County in accordance with the law, ordinances, policies, procedures, rules and regulations of the Sheriff's Office and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of County Correctional Facilities. The City and City Inmates shall be subject to County laws and ordinances, relating to Correctional Facility operations including any emergency security rules imposed by the Sheriff and/or the County Administrator(s), and those Sheriff's Office policies, procedures, rules and regulations relating to Correctional Facility operations, provided that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, its judicial or law enforcement agencies, to the County as a duty to oversee City Inmates except as provided in this Agreement and as follows:

a. Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all applicable Sheriff's Office Correctional Facility policies and procedures.

b. Operational Control. The City acknowledges the County's operational control of the jail and alternate jail programs and agrees that City Inmates committed to the Whatcom County Jail and alternative jail programs are subject to the same lawful rules and
regulations required of other inmates incarcerated therein.

c. **Equal Treatment.** Except where provided elsewhere in this Agreement, the County agrees to furnish its Facilities and personnel for confinement of City Inmates and other services described in this Agreement in the same manner and extent as the County furnishes for the confinement of its own gross-misdemeanor or misdemeanor inmates, provided the County shall meet or exceed all legal requirements.

### 4.6 Inmates Defined.

a. **City Inmate.** As used herein, "City Inmate" shall mean inmates who are arrested and detained by a city law enforcement officer, and charged with a gross-misdemeanor and/or misdemeanor offense in a Municipal Court of the City, or released without charges, or originally booked for a felony offense, which felony charge is declined for felony charging and the case is referred to the appropriate City Attorney for review of filing in the Municipal Court.

b. **County Inmate.** As used herein, "County Inmate" shall mean inmates who are arrested and detained by the Whatcom County Sheriff, and charged with a gross-misdemeanor and/or misdemeanor offense in Whatcom County District Court, and held prior to charging or released without charges, or originally arrested for a felony offense, which is reduced to a gross-misdemeanor or misdemeanor offense and referred to the appropriate County Prosecuting Attorney for filing in the Whatcom County District Court, charged in Whatcom County Superior Court or are held on a non-city magistrate warrant. A County Inmate includes those inmates which the Sheriff is legally required to book and hold in custody.

c. **Third-Party Inmate.** For the purposes of this Agreement, “Third-Party Inmate” shall include inmates who are committed to a Correctional Facility by other entities, such as tribal, state, and federal agencies who are not a party to this Agreement.

d. **Material Witnesses Held in the Correctional Facility.** Inmate incarceration days arising from a material witness warrant shall be allocated and charged to the jurisdiction issuing the material witness warrant.

### 4.7 City Access to City Inmates.** All City law enforcement officers and defense attorneys (or authorized agents) shall have the right to interview confined City Inmates at any time subject to Correctional Facility security rules, emergency declarations, orders and regulations. Available interview rooms and appropriate communication technology may be used by city law enforcement officers and defense attorneys. Nothing in this Agreement obligates the County to install technology not currently available within the Correctional Facilities.

### 4.8 Transport of City Inmates.** The City shall provide or arrange for transportation and security of City Inmates to and from the Correctional Facility for initial booking and to all court appearances held in its municipal court. The City may contract with the County to provide custody or transportation services for outside court appearances, except when (1) the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical or health care and/or psychiatric evaluation or treatment, or (2) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Correctional Facility. In those instances where medical transports
are needed for a City Inmate, actual transportation costs will be included as part of the medical billing to the City.

4.9 Access to Court. The County shall provide the City with access to the Facility’s in-house courtroom for hearings involving incarcerated inmates. The County will provide an internal escort within the Facility and security within the courtroom. The City may also access the County video court system for the City court hearings provided:

a. The City’s system is compatible with the existing County system;

b. Any interfaces, either hardware or software, necessary for the City to access the system will conform with County security protocols and be paid for by the City;

c. Times of access will be coordinated with County Jail personnel and cannot interfere with use by either District or Superior Courts; and

d. The City shall have no claim if any County or Jail Video or Audio Court System becomes inoperable or temporarily dysfunctional.

4.10 Booking an Inmate.

a. Documentation of Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial order of commitment, court order from another court of competent jurisdiction, or a properly completed probable cause affidavit in a format prescribed by the Sheriff.

b. Administrative Booking. Upon request by the arresting officer, City Prosecutor or the City Court, and when not otherwise prohibited by law, court rule or court order, the County shall administratively book and release the City Inmate as soon as practicable. The County further reserves the right to administratively book and release the City Inmate as soon as practicable, a City Inmate when, in the sole discretion of the Sheriff or designee, the County is unable to accept the City Inmate for housing or when such action is not otherwise prohibited by statute, court rule or court order. The County will make a good faith effort to notify the arresting officer of the County’s decision that it will release an inmate immediately after booking so the arresting officer may pursue an option other than booking in the County Correctional Facility.

c. Health Care Clearance. The County shall have the right to refuse acceptance of any City Inmate who, in the judgment of the County, has a current medical, mental health or dental condition, which may adversely affect the safety of the individual, the safety of other inmates, the safe operations of the Correctional Facility, or is beyond the operational or physical limitations of the Facilities. The County may require written clearance from the local hospital prior to booking, the cost of which will be the responsibility of the City. Additionally, the County has no obligation to receive into custody or retain custody of a City Inmate when, in the opinion of Correctional Facility staff or community medical or mental health staff the City Inmate is not medically or psychiatrically able to be housed in the Correctional Facility, or needs medical or psychiatric attention that would require treatment at a hospital or other type of health care facility. The County will notify the City in these instances so that the City
can arrange other transport and housing. At all times, the Sheriff or designee shall have final authority to determine whether a City Inmate is medically or psychiatrically fit for the County’s Correctional Facilities.

d. If a booked City Inmate requires immediate hospital or emergency treatment, the County will have the inmate transported to the local hospital and a county correctional officer will remain with the inmate until such time as follows: 1. The inmate receives treatment and is discharge from the emergency room, or 2. The inmate is admitted to the hospital or other health care facility, or 3. A temporary medical release has been obtained from a City Judicial Officer. The costs of these non-routine services will be included as part of the medical billing to the City.

**4.11 Determination of Case Status.** The County Prosecuting Attorney shall have the sole authority to determine which felony arrest cases submitted by the City shall be charged as felonies or referred to the City for review as gross-misdemeanors or misdemeanors charges. The City shall not be responsible for any case charged as a felony, pursuant to the determination of case status by the County Prosecuting Attorney. The City will be responsible for all costs of non-routine services provided by outside medical providers administered prior to sentencing for felony inmates arrested by the City law enforcement officers. If the determination is made by the County Prosecuting Attorney that a case should be referred to the City for review and possible charging as a gross-misdemeanor or misdemeanor, such cases shall be referred to the appropriate City Attorney in the Municipal Court, with all inmate services charged to the City from the point of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor shall not require compensation by the City except as otherwise specified in this Agreement. If a determination is made by the County Prosecuting Attorney that a City case originally charged as a gross-misdemeanor or misdemeanor will be charged as a felony, then all inmate services will be charged to the County, unless otherwise specified in this Agreement.

**4.12 Jail Alternative Programs.** City Inmates qualified to be eligible for Jail Alternative Programs ("Programs") by the sentencing Judge may be permitted to participate in these Programs at the discretion of the Sheriff or designee. Such programs may include but are not limited to In-Custody and Out-of-Custody Work Crews, Work or School Release and Electronic Home Monitoring/Detention. The County will make Programs available to City Inmates based on the same criteria and extent they are made available to County Inmates.

A City Inmate may be terminated from a Jail Alternative Program if: (1) the city municipal court enters an order terminating the City Inmate from the Program or otherwise amends an earlier order, or (2) the County determines, in its sole discretion, that the City Inmate is no longer eligible for the Program.

Upon termination from a Program, a City Inmate in the custody of the County shall be confined in the Correctional Facility to serve the remainder of their term of confinement. However, the inmate’s status remains subject to the other provisions of this Agreement, including Section 4.2. If the City Inmate is not in the County's custody at termination, he or she will be the immediate responsibility of the City for all purposes, including, but not limited to, the duty to apprehend.

**4.13 Release of Inmates.** The County will facilitate the release of City Inmates who have completed their sentences, posted bond or bail, or who have been released by the city court. The County will make reasonable attempts to notify the City when their inmates are released from custody via one of the following methods:
a. Notice of Time Served: Used when an inmate has completed a sentence by the city court.

b. Posting of Bail/Bond: The County agrees to process bail and/or bail bonds posted by inmates. The County will deliver bail bonds or money posted for inmates to the municipal court in a timely manner. Performance bonds will not be accepted by the County, but must be posted directly with the Court of Jurisdiction.

c. Personal Recognizance (PR): If a City Inmate is released, but a PR form is not completed by the City Court, the County will route a copy of the County PR form to the Municipal Court in a timely manner or request that the City provide a City PR document immediately.

4.14 Earned Early Release. The County will grant early release credits to City Inmates in accordance with Chapter 9.94A RCW and County Sheriff’s Office policies and procedures.

4.15 City Inmate Incarceration Status Records. In order to facilitate the management of the jail population, the County will provide the City with real-time access to the relevant Sheriff’s Office records management system, so the City may determine the following:

a. The names and booking data of City Inmates held at the Main Jail on city charges or sentences, including the amount of accrued credit for time served on the current charge(s);

b. The names and booking data of City Inmates held at the JWC on city charges or sentences, including the amount of accrued credit for time served on the current charges (along with which City Inmates are participating in jail alternative programs). This information will be attached to inmate records, accessible by the City; and

c. The total inmate population(s) and location.

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

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

4.18 Correctional Facility Bed-Day Utilization Reporting. The County shall report, at least quarterly, to the City the actual number of inmate days utilized by each Party in the previous quarter, and the total number of actual inmate days. This report may take the form of a master quarterly report, with all contract agency use figures being included on the same report.

5. Per Diem, Costs and Billing. The County will notify the City by August 15th of every year of the estimated booking fee, per diem, rates, and fees to be charged in the next year. This estimate is not binding on the County, but will be the best estimate provided based on the information available at that date. Per Diem, rates and fees will be for in-custody jail per diem (bed day charges), out-of-custody Work Crew, and Electronic Home Detention or other alternative programs. The final booking fee, per diem, rates, and fees may also include a capital replacement charge to fund the replacement of infrastructure and component systems of the Correctional Facilities. The daily capital replacement charge
will be billed as outlined for per diem. These costs will be determined following adoption of the County Budget by the County Council, and established in the Whatcom County Unified Fee Schedule. The Unified Fee Schedule will set forth these costs for that year and will be provided to the City with the first monthly statement in the new year. The applicable charges for custody of the inmates as well as the basis for adjustments in the charges will be presented at the County Council hearings for the adoption of the County Budget. The Unified Fee schedule is available on the County’s website and is incorporated herein by reference. Failure by the County to notify the City by August 15th will not prohibit the County from establishing new costs as described above. The per diem, rates and fees from July 1, 2018 through December 31, 2018 will be established through Executive authority as per the attached Exhibit A; 2018 Jail Per Diem Fee Schedule.

5.1 In Custody Jail Per Diem. An In-Custody Facilities per diem cost shall be charged to the City, for each City Inmate. The City will be charged pursuant to the following terms:

a. The City will be charged per diem in one-third (1/3) day increments for persons incarcerated in the Facilities on city gross-misdemeanor or misdemeanor charges, warrants, or for any other City Inmate incarceration purposes. Persons incarcerated on felony charges will be the responsibility of the County, except nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to sentencing.

b. Persons originally incarcerated for a felony offense that is declined by the County Prosecutor and returned to the City Attorney shall be the City's responsibility from the date and time of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor, shall not require compensation by the City.

c. If a city or tribal charge is concurrent to either county court or another city, tribal or contracting jurisdiction charge, each entity will equally share the per diem for the shared incarceration period. The City shall not be charged for per diem costs related to inmates on which the City has no hold.

5.2 Booking Fee. A booking fee shall be charged to the City, for each person booked into the Correctional Facility on the City’s charges or warrants. This will include inmates returned to the County Correctional Facility from an alternative facility for hearings and/or trial and/or order of the City Court. City Inmates booked into the jail and released within eight (8) hours will only incur the booking fee. City Inmates who are booked into the Correctional Facility and held in the Facility will incur both the booking fee and a per diem charge accruing in one-third (1/3) day increments. If an inmate is booked on charges from multiple local entities, the booking fee will be split evenly between those jurisdictions.

In those instances where the City court requests that an inmate be brought to the in-house Facility’s courtroom on a charge that is not reflected in the inmate’s current booking record, the inmate will be escorted to court and the case heard by the City court, and any new charge(s), will be added to the inmate’s booking record. If the inmate is already being held on a City charge, there will be no change to the per diem, but an additional booking fee will be charged. The additional booking fee will be shared equally with any other jurisdiction(s) on the inmate’s current booking. If the inmate was not being held on a City charge, per diem will begin on the date the new charge(s) are entered if the City Inmate is held in custody on the City charge. Per diems and booking fees will be pro-rated as described in this Agreement.
5.3 Alternative Jail Programs/Per Diem. Jail Per Diem costs for In-Custody Work Release and Work Crew, Electronic Home Detention and Out of Custody Work Crew shall also be charged to the City, for each City Inmate. The City will be charged for Alternative Jail Programs as follows:

a. In-Custody Work Release: If a City Inmate participates in Whatcom County’s Work Release Program the City will be charged the In Custody per diem rate per bed day for work release inmates. Any funds collected from the inmate will be credited to the City.

b. In-Custody Work Crew: If a City Inmate participates in the In Custody Work Crew Program the City will be charged the In Custody per diem rate per bed day for work crew inmates. Any funds collected from the inmate will be credited to the City.

c. Electronic Home Detention/Monitoring: If a City Inmate qualifies for County Electronic Home Detention/Monitoring, billing to the City for these participating inmates will be based on the Electronic Home Detention/Monitoring per diem rate. Any funds collected from the inmate will be credited to the City.

d. Out of Custody Work Crew: If a City Inmate participates in the Out-of-Custody Work Crew Program, billing to the City for these participating inmates will be based on the Out of Custody Work Crew per diem rate. Any funds collected from the inmate will be credited to the City.

e. The above-described provisions will also apply to any other alternative day release of the City Inmate, such as school release.

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

If a city charge is concurrent to either Superior Court, another jurisdiction’s gross-misdemeanor or misdemeanor charge or another contracting jurisdiction, such as tribal court, the City shall be billed the proportionate percentage share of the current year per diem for the shared incarceration period.

5.4 Health Care Costs. All medical charges invoiced to the City shall be in compliance with Washington State law. All City Inmates shall receive medical, mental health, and dental treatment when medically necessary to safeguard their health while in custody as required by law. Medical costs shall be allocated per state law or by agreement between the City and the County. If there is a difference between state law allocation of such costs and an agreement between the City and the County, this Agreement shall control. The County shall be responsible for providing routine health care. Such health care will include those health care services routinely delivered at normal cost by County staff, contracted practitioners, or nursing staff, and delivered within the Facilities.

a. The County is not responsible for the cost of services delivered to City Inmates outside of the Facility, or for non-routine services provided by outside medical practitioners within the Facility. The City shall be responsible for the costs of any and all emergent or necessary medical or health care, dental and psychiatric treatment provided outside of the County Facilities or non-routine services or medication provided to the City Inmate inside the Facility. Payment for emergency, exceptional or non-routine necessary medical or healthcare
for City gross-misdemeanor or misdemeanor inmates shall be made by the City upon written invoice by the County or such other terms as City and the County may agree upon in writing. The County will additionally bill the City for pre-sentence felony inmates, held on City cases, who incur emergency, exceptional or non-routine necessary medical or health care costs. The County shall notify the City within a reasonable period of time, when the County becomes aware that an inmate being held on City charges or awaiting sentencing on City felony charge is in need of emergency, exceptional, or non-routine necessary medical or health care or when the inmate has been transported for emergency care. Any decision to release a pre-trial City felon, City pre-trial detainee, or City Inmate for this reason will rest with the City, the Prosecuting Attorney and/or City Attorney, and/or the Court. Included in the cost of extraordinary medical costs will be the costs to transport and/or provide a guard detail if the inmate is not released by the Court. This may include payments to other Corrections Agencies if the inmate is hospitalized in an out of area hospital and not released by the Court.

b. The County agrees to utilize all existing agreements with medical practitioners and organizations to mitigate any medical costs, to make its best efforts to negotiate additional favorable agreements, and seek out any and all eligible third party reimbursement for medical costs (including health or auto insurance, DSHS/Medicaid, and/or the State of Washington), in the same manner and extent as the County does for inmates held on its own charges and prior to billing the City. No third party beneficiary contract or contract of insurance is intended by this contract. Non-routine necessary medical or healthcare shall include all practitioner-ordered healthcare or medical services delivered to City inmates outside of the Facilities, specialized care provided by non-contract health care providers in or out of the Facilities, and emergency treatment, including EMS and the local Hospital Emergency Department.

c. Any failure or error by the County to provide the City with proper notification of extraordinary, non-routine necessary medical or healthcare, emergency care, dental and/or mental health services described under Section 5, delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under this Agreement.

5.5 Invoicing for Extraordinary, Non-Routine, Necessary Medical or Health Care, Emergency Care, Mental Health and Dental Services. The County shall invoice the City for all costs incurred for extraordinary or non-routine necessary medical, health, or emergency care, dental, or mental health services to City Inmates, including, but not limited to, durable medical equipment, ambulance fees, medical, dental, and mental health services provided outside the Facilities, specialized equipment or extraordinary medications essential to the inmates health such as chemotherapy, anti-viral or biologic medications. Extraordinary Medical Costs do not include routine medical examinations, tests, procedures performed at the Facilities by Facility staff or contractors or routine medications. The County will facilitate use of a City Inmate’s third party medical insurance whenever possible. If coverage is available, the County will bill the City Inmate's health insurance and/or applicable public assistance and credit the City. Credit amounts may show up on billings subsequent to the time of service, due to processing timelines by both the provider and the third party payer.

5.6 Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or any other schedule mutually agreed upon by the Parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the
monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (1) make complete and timely payment on the outstanding balance, and (2) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City’s written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City’s next billing cycle, provided, that upon termination of this Agreement, the County shall pay the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under this Agreement.

5.7 Review and Records Maintenance. Each Party, at its own expense, may examine the other Party’s relevant books and records to verify charges and may conduct an audit to determine if billing errors have been made. The County shall maintain accurate time and accounting records related to the services for a period of three (3) years following final payment.

6. Indemnification/Hold Harmless. To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney’s fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party’s comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. Each Party will pay their own attorney’s fees and costs for arbitration but the Parties shall share equally in the arbitrator’s costs and fees.

6.1 Insurance. Each Party shall obtain and maintain insurance coverage in minimum liability limits of five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate, by an insurance carrier and/or self-insurance for their own liabilities from damage to property and injuries to persons arising out of its activities associated with this Agreement. The maintenance of, or lack thereof, of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party(s). Upon request, each Party shall annually provide and attach to this Agreement, or an extension to this Agreement, a certificate of insurance or letter of self-insurance.

6.2 Waiver under Washington Industrial Insurance Act. The foregoing indemnity is specifically
intended to constitute a waiver of each Party’s immunity under Washington’s Industrial Insurance Act, Chapter 51 RCW, as to the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor’s employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The terms of the Indemnification provisions shall survive the termination or expiration of this Agreement.

7. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the Parties do not assume liability or responsibility of the other Party which arises in whole or in part from the existence or effect of the other Party’s ordinances, policies, rules or regulations. Nor shall any Party be liable or responsible for any claims of conduct or actions by the other Party, the other Party’s courts, or law enforcement, including, but not limited to, claims of unlawful arrest, excessive force, unlawful imprisonment, unconstitutional deprivation, negligence, errors, omissions or misconduct. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Party’s ordinance, policy, rule or regulation is at issue, or Party’s court, Party’s Prosecutor or the Party’s law enforcement agency as described above, each Party shall defend themselves at their own expense, and if judgment is entered or damages are awarded against any Party, each Party shall pay their proportionate share of any damages, liability, costs, and fees awarded to the injured third party. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration, with each Party paying their own costs and fees for arbitration.

8. Default and Disputes and Remedies.

Default. If either Party fails to perform any act or obligation required to be performed by this Agreement, the other Party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, if the non-performance is an act that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

Dispute. Should a dispute arise as to the application, compensation, enforcement or interpretation of this Agreement between the City and the County, such Dispute or Default described above, shall be progressively resolved in the following manner:

1. Through good faith and reasonable negotiations between the City and the County’s respective contacts;
2. Through good faith and reasonable negotiations between the Mayor and the County Executive or Administrators;
3. In the event the City and the County do not reach an agreement within 90 days of commencing negotiations, the matter will be submitted to non-binding mediation or, if agreed by the Parties, foro mediation and proceed directly to binding arbitration. The arbitrator may be selected by agreement of the Parties under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, and conducted in Bellingham, WA., or if agreement is not reached, conducted through JAMS (mediation and arbitration services) in Seattle, WA., or as otherwise agreed in writing by the Parties. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. All fees and expenses for mediation
or arbitration shall be borne by the Parties equally; however, each Party shall bear the expense of its own counsel, experts, witnesses, fees, attorney's fees, and costs for preparation and presentation of evidence; and

4. The Parties may mutually agree to extend the negotiation period. If the parties cannot agree upon the selection of an impartial arbitrator within fourteen days of a written request for arbitration by either Party, the arbitrator shall be selected as provided in the Superior Court Mandatory Arbitration Rules by a judge of the Superior Court of Skagit County or JAMS. The arbitration shall be conducted pursuant to the Superior Court Mandatory Arbitration Rules.

5. It is agreed between the Parties that no attorney fees or costs shall be awarded to the prevailing Party under these provisions.

Nothing in this section shall deny any rights established elsewhere in this Agreement.

In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in this Agreement, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Correctional Facility and at the County's request, remove all City Inmates from the Correctional Facility within fourteen (14) days of notice. The City shall be responsible for transporting and arranging an alternate correctional facility to house City Inmates. Thereafter, the County may, in its sole discretion, accept city inmates to the Correctional Facility if all outstanding invoices are paid. Interest on balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month.

9. Early Termination by the County. Except as provided in Section 8.3 below, the County may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the City and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.1 Early Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.2 Early Termination by the County for Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

9.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in Section 8, the City shall pay the County for all services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or services performed following the effective date of termination unless authorized in writing by the City.

10. Notices. All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States first-class mail, or electronically (via e-mail) to the applicable Administrator(s) or the Administrator's designee. Notice delivered in person shall be deemed given when received by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator(s), or their designee, at the addresses set forth in Section 3 of this Agreement. Notice
delivered by email shall be deemed given as of the date and time received by the recipient.

11. **Miscellaneous Provisions.**

11.1 **Compliance with Laws.** In the performance of its obligations under this Agreement, Parties shall comply with all applicable federal, state, local laws, rules and regulations.

11.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral and/or written agreements between the Parties regarding the subject matter contained herein.

11.3 **Conflicts between Attachments and Text.** Should any conflicts exist between any attached exhibit or schedule, and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

11.4 **Governing Law and Venue.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Skagit County Superior Court, unless agreed otherwise in writing by the Parties, in the State of Washington.

11.5 **Interpretation.** This Agreement and each of the terms and conditions are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

11.6 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

11.7 **Savings.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

11.8 **No Waiver.** A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

11.9 **No Assignment.** Except as provided in Section 4.1, this Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
11.10 **Warranty of Authority.** Each of the signatories hereto warrants and represents that he/she is competent and authorized to enter into this Agreement as an Administrator(s) on behalf of the Party for whom he or she purports to represent within this Agreement.

11.11 **Independent Contractor.** The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

11.12 **No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

11.13 **No Separate Entity Necessary.** The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

11.14 **Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

11.15 **No Third Party Beneficiaries.** This Agreement and each and every provision hereof are for the sole benefit of the Parties. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

11.16 **Force Majeure.** In the event either Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

11.17 **This is an Integrated Agreement.** Neither Party has relied on any representation other than those expressly set forth herein in entering into this Agreement.

11.18 **Neutral Authorship.** Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the Parties hereto, and this Agreement shall not be interpreted for or against any Party hereto based upon authorship. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they and their authorized representatives executing this Agreement, have fully read this Agreement, understand its meaning and effect, and agree to enter into this Agreement with full knowledge of its terms and conditions. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing and executed by both Parties.

11.19 **Compliance with the Law.** The Parties agree that during the performance of this Agreement
they shall abide by all Federal, State and local laws, provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability, with reasonable accommodation, prevents the proper performance of the work involved.

If new law or legally binding precedent under RCW 70.48.130 is directly applicable to any term or condition in this Agreement, which makes such term or condition in this Agreement unlawful, the contract shall be amended in writing and signed by the Parties. However, if any term or condition is allowed to have been negotiated by the Parties in this Interlocal Agreement, the negotiated term or condition shall remain in full force and effect and be binding on the Parties. Retroactivity shall not apply.

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

11.21 Establishment of Stakeholder Committee and Composition. The Parties to this Agreement shall participate in Finance and Operations Stakeholder Committee on an annual basis, or as needed, to discuss matters and make recommendations related to Jail finances and operations. The Committee shall consist of the police chiefs from all contracting City jurisdictions or a person selected by the Chief Executive Officer from the contracting City jurisdiction; the Sheriff; the Chief Corrections Deputy and the County Executive. The Committee shall meet annually on or around July 31st, to coincide with the Parties' budget processes. The Committee may present any recommendations to the County Council, the Sheriff and the County Executive.

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

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

11.24 Agreement Contact. The County's initial contact for this Agreement shall be the County's designated Administrator(s). The City's initial contact shall be the City's designated Administrator(s) as named in Section 3.0 of this Agreement. The Parties to this Agreement may designate new contacts by providing written notice to all the other Parties.

11.25 Modifications. Either Party may request changes in this Agreement. Any and all agreed modifications, to be valid and binding upon either Party, shall be in writing and signed by both Parties.

11.26 Filing. This Agreement shall be filed with the Whatcom County Auditor's Office, or posted on the County's website.
IN WITNESS WHEREOF, Whatcom County and the City of Blaine have executed this agreement on the date and year written below.

DATED this _____________ day of ________________, 20__. 

WHATCOM COUNTY:

Approved as to form:

[Signature] 6/13/18
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 ____________________, 2018, 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 Whatcom County. My commission expires ________________.
CITY OF

EXECUTED this____ day of ______________, 2018. For the CITY OF Blaine

Mayor.

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this ______ day of ______________, 2018, before me personally appeared
(name of mayor), to me known to be the Mayor of the City of ______________, 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 Whatcom County.
My commission expires ____________________.

ATTEST:

________________________________________
Finance Director

Approved as to form:

________________________________________
Office of the City Attorney

Departmental Approval:
## 2018 Jail Per Diem Fee Schedule

### July 1, 2018 - December 31, 2018

<table>
<thead>
<tr>
<th>Program</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>In Custody - Base Rate</td>
<td>$116</td>
</tr>
<tr>
<td>Capital Replacement</td>
<td>$13</td>
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<tr>
<td>Booking Fee</td>
<td>$116</td>
</tr>
<tr>
<td>Out of Custody Work Crew</td>
<td>$50</td>
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<tr>
<td>Electronic Home Detention</td>
<td>$73</td>
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</table>
Jail Facility Use Agreement

Memo and Jail Facility Use Agreement

Request authorization for the County Executive to enter into a new Jail Facility Use Agreement between Whatcom County and the City of Bellingham effective July 1, 2018.
MEMORANDUM

TO: Whatcom County Council Members

FROM: Jack Louws, County Executive

DATE: June 8, 2018

SUBJECT: New Jail Facility Use Agreements with Cities

We met with the Small Cities Partnership, including representatives from the City of Bellingham, and with the Whatcom County Police Chief Association and asked for comments on the new jail use facility agreement. Following that, Bellingham was the only jurisdiction that raised concerns with some parts of the agreement. We incorporated many of their comments and distributed the final version to all cities on May 7. The cities then sought and obtained approval of the agreement with their respective Councils.

We are asking for County Council approval to enter into them with each city. The agreements run for a two-year term ending on June 30, 2020 and can then be renewed for up to three additional two year terms for a period of six additional years.

I recommend approval of the attached agreement with Bellingham. Bellingham Council approved the agreement on June 4.

JL
WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office (Sheriff)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>Jail</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Executive/Sheriff</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>City of Bellingham</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: 118000 |

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): $ Varies |

This Amendment Amount: $ |

Total Amended Amount: $ |

Council approval required for: all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when: |
1. Exercising an option contained in a contract previously approved by the council. |
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. |
3. Bid or award is for supplies. |
4. Equipment is included in Exhibit “B” of the Budget Ordinance |
5. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. |

Summary of Scope: This agreement allows Whatcom County to provide Correctional Facilities as a place of confinement for the incarceration of one or more City inmates lawfully committed to custody and Correctional Facility services. |

Term of Contract: Two year w/3 two year renewals Expiration Date: June 30, 2020 |

<table>
<thead>
<tr>
<th>Contract Routing:</th>
<th>Expiration Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by: Twh</td>
<td>Date: 06/04/18</td>
</tr>
<tr>
<td>2. Attorney signoff:</td>
<td>Date: 06/11/18</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td></td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td></td>
</tr>
<tr>
<td>5. Contractor signed:</td>
<td></td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td></td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td></td>
</tr>
<tr>
<td>8. Executive signed:</td>
<td></td>
</tr>
<tr>
<td>9. Original to Council:</td>
<td></td>
</tr>
</tbody>
</table>

Last edited 02/15/18
INTERLOCAL JAIL FACILITY USE AGREEMENT FOR
CORRECTIONAL SERVICES BETWEEN WHATCOM
COUNTY AND THE CITY OF BELLINGHAM

INTERLOCAL AGREEMENT FOR CORRECTIONAL SERVICES BETWEEN WHATCOM
COUNTY and the CITY OF BELLINGHAM ("Agreement"), is made and entered into this ___ day of
___, 2018, by and between WHATCOM COUNTY, a political subdivision of the State of Washington
("County"), and the CITY OF BELLINGHAM a municipal corporation of the State of Washington
("City") and (County and City hereinafter referred to as the “Parties” or “Party”), pursuant to Chapter
39.34 RCW and Chapter 70.48 RCW.

RECITALS

A. The County currently maintains and operates Correctional Facilities known as the Whatcom
County Jail and the Whatcom County Jail Work Center (JWC) (hereinafter the Jail and JWC may
be referred to as “Correctional Facility” or “Facilities”). In order to assist other jurisdictions, the
County from time to time will enter into Interlocal Agreements to confine in its Correctional
Facilities persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate
Correctional Facilities and to confine inmates therein.

C. The City desires to confine persons who have been arrested, detained or convicted by the City
for criminal offenses ("City Inmate") and the County is willing to furnish its Correctional
Facilities, services, and personnel in exchange for payment from the City for fees and costs, as
provided in this Agreement.

D. The Parties recognize the Correctional Facilities require additional capacity and an improved
infrastructure in order to safely incarcerate the number of inmates for the City, County and other
contracting jurisdictions.

E. The Parties recognize that at times during the period of this Agreement, major repairs and
modifications to the Correctional Facilities are anticipated to occur. It is further anticipated this
work will affect the capacity of these Facilities and the cost of services.

F. The Parties recognize that the County may contract with other jurisdictions including the Lummi
Nation and Nooksack Tribe of Washington to book and detain their inmates.

AGREEMENT

NOW, THEREFORE, in consideration of the respective terms and conditions set forth below
and for other good and valuable consideration, the receipt and sufficiency of which are hereby
acknowledged, the County and City agree to the following:

1. **Purpose of Agreement.** This Agreement is authorized by and entered into pursuant to Chapter
39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the
City to work together efficiently and effectively in order for the County to provide the City with Correctional Facilities as a place of confinement for the incarceration of one or more City Inmates lawfully committed to custody and Correctional Facilities services ("services"), as defined in Section 4, and set forth under the rules and conditions in the applicable Sheriff's Office and County policies, procedures, rules and regulations, this Agreement and any attachments hereto.

2. Effective Date and Duration. This Agreement shall be effective when duly executed by the Parties. This Agreement shall begin on July 1, 2018, and remain in effect through June 30, 2020, unless earlier terminated pursuant to other provisions in this Agreement or by written mutual agreement. The term of this Agreement may be extended or renewed for up to three (3) additional two (2) year terms for a total of six (6) additional years, provided that each Party's rights or obligations at the end of each contract period are contingent upon local legislative appropriation of necessary funds to provide services contained in this Agreement in accordance with applicable law.

3. Administrators. Each Party to this Agreement shall designate their own administrator(s) ("Administrator(s)"), who may be designated by title or position to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

<table>
<thead>
<tr>
<th>County's Administrators:</th>
<th>City's Administrator:</th>
</tr>
</thead>
</table>
| County Executive, Jack Louws  
(or designee)           | Whatcom County Sheriff, Bill Elfo 
(or designee)        |
| 311 Grand Ave. Courthouse  
Bellingham, WA 98225  
360-778-5200          | 311 Grand Ave. -Public Safety Building  
Bellingham, Washington 98225  
360-778-6600          |

3.1 Change of Administrator(s). Either Party may change its Administrator(s) at any time by delivering written notice of such Party's new Administrator(s) to the other Party.

4. Scope of Services. As described in Section 4 and subject to the terms and conditions provided in this Agreement, the County agrees to provide City Inmate services for gross-misdemeanor and misdemeanor cases initiated by the City for those offenses alleged to have been committed by adults within the City. The County will hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial order of commitment, or transferred to another (non-Whatcom) correctional facility and/or returned to the custody of the City.

4.1 Assignment. The County shall provide at least thirty (30) days prior notice to the City of its intent to assign or delegate duties under this Agreement, specifying which duties it intends to assign or delegate and the name and address of the persons or entity to which it intends to assign or delegate.

4.2 Basic Services. The County shall provide Correctional Facilities services to the City subject to the terms and conditions set forth in this Agreement. The County, in its sole discretion, may decline to accept or retain custody of a City Inmate for any of the reasons identified in this Agreement. The County shall notify the arresting officer, the City's judicial branch or the City's law enforcement agency of the non-acceptance and provide the reason(s) for the non-acceptance. The County shall also notify the City's law
enforcement agency of any population control measures that may result in an inability to accept City Inmates. Acceptance of City Inmates into the Correctional Facilities shall be conditioned upon the terms and conditions set forth in this Agreement.

4.3 Reducing Jail Services. The County shall provide City Inmate services consistent with the standards contained in this Agreement. If circumstances require the County to reduce services to the City and to other contracting jurisdictions, such reduction in services shall be made uniformly among the contracting Cities and other contracting jurisdictions for gross-misdemeanors and misdemeanors. The County shall provide reasonable notice to contracting Cities and other contracting jurisdictions of its intention to reduce service levels in the Correctional Facilities or correction programs, unless specific circumstances require more immediate action. The uniform reduction in services provided herein shall not apply to felony cases and inmates, except as expressly provided in this Agreement. The need for reductions shall be at the sole discretion of the Sheriff in light of his assessment of potential overcrowding, challenges in maintaining critical infrastructure, life-safety and security systems, construction and repairs occurring or anticipated to occur within the jail, behavioral and security concerns regarding the inmate population, and other factors judged by the Sheriff to be relevant. In the case of such a reduction, the City shall contract with or provide arrangements for inmate housing services and the transportation of City Inmates to another jail facility other than Whatcom County to include a jail facility that will directly accept inmates from officers following arrest.

The County shall provide reasonable notice to the City of its intention to reduce service levels in the Correctional Facilities or any correction programs. Reductions shall be made first by prioritizing the housing of inmates for which the County is legally responsible and obligated to detain and house. In an effort to avoid reduced booking and inmate holding services for the City and other contracting jurisdictions for gross-misdemeanor and misdemeanor inmates, the Sheriff will first consider reviewing the classification status for all appropriate inmates for possible transfer to any other county correctional facility (including jail alternative programs). The Sheriff will also require the Washington Department of Corrections to transfer inmates that the Sheriff is not legally required to detain to another facility in order to reduce the need to transfer City or tribal pre-trial inmates.

If the above described measures do not reduce the Facilities population to the extent needed to safely operate the Facilities, the Sheriff will further consider the transfer or removal of post-conviction or sentenced inmates under the following conditions:

1. Inmates that do not have pending pre-trial charges in other courts within Whatcom County;
2. Inmates not participating in the Inmate Worker program; and
3. Inmates not participating in jail alternative programs.

Subject to contractual authority and available funding, the Sheriff may also consider transferring County Inmates who have no pending criminal cases in Whatcom County to another out-of-county facility, reducing the need for the City Inmates and other contracting jurisdictions to transfer “pre-trial” inmates. This transfer will be to a correctional facility outside of Whatcom County.

In cooperation with Sheriff’s Office staff, the City and other contracting jurisdictions will identify inmates held on their charges for transport to a contracted out-of-county facility. If Whatcom County is housing City Inmates who have dispositioned charges in a Whatcom County court and a City contracting jurisdiction’s court, and both entities are contracting with the same out-of-county facility, upon mutual agreement by both Parties, the City Inmates may be transferred to an out-of-county facility, and each jurisdiction shall be billed and pay for the proportionate share of the contracted facilities’ per diem and costs for the inmates’ incarceration period. If circumstances require the County to reduce services further and require the transport of pre-trial
inmates, the Sheriff shall hold all City gross-misdemeanor and misdemeanor inmates until the City Inmate’s first court appearance or first review by a judicial officer. It shall be the City’s responsibility to ensure that such hearing or review is held within 48 hours of booking. If a City Inmate is not released on personal recognizance or bail within 24 hours of the first court appearance or review by a judicial officer, and cannot be transferred to the JWC due to capacity or security/classification concerns, the City will arrange to have the inmate transferred out of the Whatcom County Correctional Facility within 48 hours following the first appearance or judicial review, or at a later time agreed to by the Sheriff. In the event of an emergency, the Sheriff may require the inmate to be moved as soon as reasonably possible. The City will provide the County a point of contact, available 24 hours a day, for receiving the notifications. The County agrees to allow City Inmates who have been transferred to another facility to return to the County Correctional Facility for trial or other necessary court appearances. Such inmates will be subject to transport back to the contracted facility as soon as reasonably possible, unless otherwise agreed.

In the event a City Inmate cannot be placed on the alternative facility transportation, it will be up to the City to arrange alternative transportation. If an inmate is deemed medically unstable for transport by the Jail Health Care staff, the inmate may remain at the Jail until such time as the inmate is stable for travel, released by court order, or transferred to another facility/hospital.

In an effort to control jail population and to minimize jail utilization and the interruption of regular law enforcement practices, all jurisdictions are encouraged to consider the following methods as alternatives to incarceration during pre-trial and post-conviction phases, including, but not limited to:

1. Issuing citations in lieu of physical arrest or referring low-level, non-violent, gross-misdemeanor, misdemeanor or felony offences to the appropriate prosecutor’s office in accordance with the law, community safety and the effective administration of justice;

2. Referring or transporting eligible persons to behavioral health or other diversion and alternative programs and/or facilities, as permitted by law.

4.4 Jail Population Control Measures

To help ensure community safety and the ability for law enforcement to book City Inmates, and if it becomes necessary to impose booking restrictions as part of broader population control measures, the Sheriff will, to the extent permissible by law, uniformly apply such restrictions between those arrested by the City, County and State law enforcement agencies. The continued facilitation of booking and holding arrested persons following initial arrest will remain a priority and take precedence over reducing the need to transfer pre-trial inmates.

If booking restrictions are imposed, arrests for felony charges, misdemeanor assault, domestic violence charges and violations, and DUI or similar impaired driving charges will be given priority for booking. To the extent practicable, the Sheriff’s Office will continue to allow exceptions to any booking restrictions imposed, based on the criteria developed by the Sheriff’s Office in the interest of public safety. If an inmate is booked by the City, the inmate will be booked on all charges, including gross misdemeanor and misdemeanor charges.

The Sheriff will work closely with the City and all contracting jurisdictions when providing notice of the need to reduce the jail population and when seeking the swift removal of City Inmates from the Facilities. Prior to implementing booking restrictions with respect to the City, the County will make a good faith effort to seek the removal of all other non-county inmates consistent with its Agreements with other jurisdictions and applicable law.

For those City Inmates who have been identified by the City for removal or transport, the County will
allow law enforcement/transport officers to enter the booking area inside the Facilities to receive custody of the City Inmates for transport or removal. The City’s employee or contractors, who have received clearance to enter inside the jail pursuant to Sheriff’s Office Policy, will be allowed entry. Clearances granted for the purpose described above may be cancelled or suspended by the Sheriff at any time due to emergency or other security-related circumstance deemed necessary by the Sheriff.

Notwithstanding the above provisions, the Sheriff retains the right and discretion to take more immediate action to reduce the jail population if the Sheriff determines such action is required. Such action may include, but is not limited to, advising the City of the need to maintain security, health and safety in the Facilities and shortening the time period for transfer after first appearance and/or implementation of booking restrictions. The City specifically recognizes the potential need to implement booking restrictions in the event of overcrowding, the failure or unreliability of facility systems or infrastructure, combined with an inability to swiftly remove a sufficient number of inmates, whether or not the inmates are in pre-trial or post-conviction status.

The Sheriff may also notify the City that specific gross-misdemeanor, misdemeanor or tribal inmates, regardless of pre or post-conviction status, need to be transferred due to special housing, care or management needs that cannot be accommodated within the County Facilities. In this case, the transfer of the inmate needs to be accomplished as soon as reasonably possible after notice is given.

Under the terms and conditions of this Agreement and as permitted by law, once a City Inmate is released from County custody, regardless of any court or probation conditions placed on an inmate and regardless of where the inmate is released, transported or housed by the City, the County shall bear no responsibility or liability whatsoever for the City Inmate, including but not limited to, the City Inmate’s mental, physical, or health care needs, the City Inmate’s conduct or behavior, or the City Inmate’s court obligations. If a City Inmate is subsequently re-booked into the Whatcom County Jail on a City matter, the County’s duties and responsibilities per this Agreement go back into effect during the time the City Inmate is in County custody.

4.5 Control of Correctional Facilities and Effect of Ordinance, Policies, Procedures, Rules and Regulations. County Correctional Facilities will be administered by the County in accordance with the law, ordinances, policies, procedures, rules and regulations of the Sheriff’s Office and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of County Correctional Facilities. The City and City Inmates shall be subject to County laws and ordinances, relating to Correctional Facility operations including any emergency security rules imposed by the Sheriff and/or the County Administrator(s), and those Sheriff’s Office policies, procedures, rules and regulations relating to Correctional Facility operations, provided that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, its judicial or law enforcement agencies, to the County as a duty to oversee City Inmates except as provided in this Agreement and as follows:

a. Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all applicable Sheriff’s Office Correctional Facility policies and procedures.

b. Operational Control. The City acknowledges the County’s operational control of the jail and alternate jail programs and agrees that City Inmates committed to the Whatcom County Jail and alternative jail programs are subject to the same lawful rules and
regulations required of other inmates incarcerated therein.

c. **Equal Treatment.** Except where provided elsewhere in this Agreement, the County agrees to furnish its Facilities and personnel for confinement of City Inmates and other services described in this Agreement in the same manner and extent as the County furnishes for the confinement of its own gross-misdemeanor or misdemeanor inmates, provided the County shall meet or exceed all legal requirements.

### 4.6 Inmates Defined.

a. **City Inmate.** As used herein, "City Inmate" shall mean inmates who are arrested and detained by a city law enforcement officer, and charged with a gross-misdemeanor and/or misdemeanor offense in a Municipal Court of the City, or released without charges, or originally booked for a felony offense, which felony charge is declined for felony charging and the case is referred to the appropriate City Attorney for review of filing in the Municipal Court.

b. **County Inmate.** As used herein, "County Inmate" shall mean inmates who are arrested and detained by the Whatcom County Sheriff, and charged with a gross-misdemeanor and/or misdemeanor offense in Whatcom County District Court, and held prior to charging or released without charges, or originally arrested for a felony offense, which is reduced to a gross-misdemeanor or misdemeanor offense and referred to the appropriate County Prosecuting Attorney for filing in the Whatcom County District Court, charged in Whatcom County Superior Court or are held on a non-city magistrate warrant. A County Inmate includes those inmates which the Sheriff is legally required to book and hold in custody.

c. **Third-Party Inmate.** For the purposes of this Agreement, “Third-Party Inmate” shall include inmates who are committed to a Correctional Facility by other entities, such as tribal, state, and federal agencies who are not a party to this Agreement.

d. **Material Witnesses Held in the Correctional Facility.** Inmate incarceration days arising from a material witness warrant shall be allocated and charged to the jurisdiction issuing the material witness warrant.

### 4.7 City Access to City Inmates.

All City law enforcement officers and defense attorneys (or authorized agents) shall have the right to interview confined City Inmates at any time subject to Correctional Facility security rules, emergency declarations, orders and regulations. Available interview rooms and appropriate communication technology may be used by city law enforcement officers and defense attorneys. Nothing in this Agreement obligates the County to install technology not currently available within the Correctional Facilities.

### 4.8 Transport of City Inmates.

The City shall provide or arrange for transportation and security of City Inmates to and from the Correctional Facility for initial booking and to all court appearances held in its municipal court. The City may contract with the County to provide custody or transportation services for outside court appearances, except when (1) the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical or health care and/or psychiatric evaluation or treatment, or (2) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Correctional Facility. In those instances where medical transports
are needed for a City Inmate, actual transportation costs will be included as part of the medical billing to the City.

4.9 Access to Court. The County shall provide the City with access to the Facility’s in-house courtroom for hearings involving incarcerated inmates. The County will provide an internal escort within the Facility and security within the courtroom. The City may also access the County video court system for the City court hearings provided:

a. The City’s system is compatible with the existing County system;

b. Any interfaces, either hardware or software, necessary for the City to access the system will conform with County security protocols and be paid for by the City;

c. Times of access will be coordinated with County Jail personnel and cannot interfere with use by either District or Superior Courts; and

d. The City shall have no claim if any County or Jail Video or Audio Court System becomes inoperable or temporarily dysfunctional.

4.10 Booking an Inmate.

a. Documentation of Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial order of commitment, court order from another court of competent jurisdiction, or a properly completed probable cause affidavit in a format prescribed by the Sheriff.

b. Administrative Booking. Upon request by the arresting officer, City Prosecutor or the City Court, and when not otherwise prohibited by law, court rule or court order, the County shall administratively book and release the City Inmate as soon as practicable. The County further reserves the right to administratively book and release, as soon as practicable, a City Inmate when, in the sole discretion of the Sheriff or designee, the County is unable to accept the City Inmate for housing or when such action is not otherwise prohibited by statute, court rule or court order. The County will make a good faith effort to notify the arresting officer of the County’s decision that it will release an inmate immediately after booking so the arresting officer may pursue an option other than booking in the County Correctional Facility.

c. Health Care Clearance. The County shall have the right to refuse acceptance of any City Inmate who, in the judgment of the County, has a current medical, mental health or dental condition, which may adversely affect the safety of the individual, the safety of other inmates, the safe operations of the Correctional Facility, or is beyond the operational or physical limitations of the Facilities. The County may require written clearance from the local hospital prior to booking, the cost of which will be the responsibility of the City. Additionally, the County has no obligation to receive into custody or retain custody of a City Inmate when, in the opinion of Correctional Facility staff or community medical or mental health staff the City Inmate is not medically or psychiatrically able to be housed in the Correctional Facility, or needs medical or psychiatric attention that would require treatment at a hospital or other type of health care facility. The County will notify the City in these instances so that the City
can arrange other transport and housing. At all times, the Sheriff or designee shall have final authority to determine whether a City Inmate is medically or psychiatrically fit for the County’s Correctional Facilities.

d. If a booked City Inmate requires immediate hospital or emergency treatment, the County will have the inmate transported to the local hospital and a county correctional officer will remain with the inmate until such time as follows: 1. The inmate receives treatment and is discharge from the emergency room, or 2. The inmate is admitted to the hospital or other health care facility, or 3. A temporary medical release has been obtained from a City Judicial Officer. The costs of these non-routine services will be included as part of the medical billing to the City.

4.11 Determination of Case Status. The County Prosecuting Attorney shall have the sole authority to determine which felony arrest cases submitted by the City shall be charged as felonies or referred to the City for review as gross-misdemeanors or misdemeanors charges. The City shall not be responsible for any case charged as a felony, pursuant to the determination of case status by the County Prosecuting Attorney. The City will be responsible for all costs of non-routine services provided by outside medical providers administered prior to sentencing for felony inmates arrested by the City law enforcement officers. If the determination is made by the County Prosecuting Attorney that a case should be referred to the City for review and possible charging as a gross-misdemeanor or misdemeanor, such cases shall be referred to the appropriate City Attorney in the Municipal Court, with all inmate services charged to the City from the point of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor shall not require compensation by the City except as otherwise specified in this Agreement. If a determination is made by the County Prosecuting Attorney that a City case originally charged as a gross-misdemeanor or misdemeanor will be charged as a felony, then all inmate services will be charged to the County, unless otherwise specified in this Agreement.

4.12 Jail Alternative Programs. City Inmates qualified to be eligible for Jail Alternative Programs ("Programs") by the sentencing Judge may be permitted to participate in these Programs at the discretion of the Sheriff or designee. Such programs may include but are not limited to In-Custody and Out-of-Custody Work Crews, Work or School Release and Electronic Home Monitoring/Detention. The County will make Programs available to City Inmates based on the same criteria and extent they are made available to County Inmates.

A City Inmate may be terminated from a Jail Alternative Program if: (1) the city municipal court enters an order terminating the City Inmate from the Program or otherwise amends an earlier order, or (2) the County determines, in its sole discretion, that the City Inmate is no longer eligible for the Program.

Upon termination from a Program, a City Inmate in the custody of the County shall be confined in the Correctional Facility to serve the remainder of their term of confinement. However, the inmate’s status remains subject to the other provisions of this Agreement, including Section 4.2. If the City Inmate is not in the County’s custody at termination, he or she will be the immediate responsibility of the City for all purposes, including, but not limited to, the duty to apprehend.

4.13 Release of Inmates. The County will facilitate the release of City Inmates who have completed their sentences, posted bond or bail, or who have been released by the city court. The County will make reasonable attempts to notify the City when their inmates are released from custody via one of the following methods:
a. Notice of Time Served: Used when an inmate has completed a sentence by the city court.

b. Posting of Bail/Bond: The County agrees to process bail and/or bail bonds posted by inmates. The County will deliver bail bonds or money posted for inmates to the municipal court in a timely manner. Performance bonds will not be accepted by the County, but must be posted directly with the Court of Jurisdiction.

c. Personal Recognizance (PR): If a City Inmate is released, but a PR form is not completed by the City Court, the County will route a copy of the County PR form to the Municipal Court in a timely manner or request that the City provide a City PR document immediately.

4.14 Earned Early Release. The County will grant early release credits to City Inmates in accordance with Chapter 9.94A RCW and County Sheriff’s Office policies and procedures.

4.15 City Inmate Incarceration Status Records. In order to facilitate the management of the jail population, the County will provide the City with real-time access to the relevant Sheriff’s Office records management system, so the City may determine the following:

a. The names and booking data of City Inmates held at the Main Jail on city charges or sentences, including the amount of accrued credit for time served on the current charge(s);

b. The names and booking data of City Inmates held at the JWC on city charges or sentences, including the amount of accrued credit for time served on the current charges (along with which City Inmates are participating in jail alternative programs). This information will be attached to inmate records, accessible by the City; and

c. The total inmate population(s) and location.

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

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

4.18 Correctional Facility Bed-Day Utilization Reporting. The County shall report, at least quarterly, to the City the actual number of inmate days utilized by each Party in the previous quarter, and the total number of actual inmate days. This report may take the form of a master quarterly report, with all contract agency use figures being included on the same report.

5. Per Diem, Costs and Billing. The County will notify the City by August 15th of every year of the estimated booking fee, per diem, rates, and fees to be charged in the next year. This estimate is not binding on the County, but will be the best estimate provided based on the information available at that date. Per Diem, rates and fees will be for in-custody jail per diem (bed day charges), out-of-custody Work Crew, and Electronic Home Detention or other alternative programs. The final booking fee, per diem, rates, and fees may also include a capital replacement charge to fund the replacement of infrastructure and component systems of the Correctional Facilities. The daily capital replacement charge
will be billed as outlined for per diem. These costs will be determined following adoption of the County Budget by the County Council, and established in the Whatcom County Unified Fee Schedule. The Unified Fee Schedule will set forth these costs for that year and will be provided to the City with the first monthly statement in the new year. The applicable charges for custody of the inmates as well as the basis for adjustments in the charges will be presented at the County Council hearings for the adoption of the County Budget. The Unified Fee schedule is available on the County’s website and is incorporated herein by reference. Failure by the County to notify the City by August 15th will not prohibit the County from establishing new costs as described above. The per diem, rates and fees from July 1, 2018 through December 31, 2018 will be established through Executive authority as per the attached Exhibit A; 2018 Jail Per Diem Fee Schedule.

5.1 In Custody Jail Per Diem. An In-Custody Facilities per diem cost shall be charged to the City, for each City Inmate. The City will be charged pursuant to the following terms:

   a. The City will be charged per diem in one-third (1/3) day increments for persons incarcerated in the Facilities on city gross-misdemeanor or misdemeanor charges, warrants, or for any other City Inmate incarceration purposes. Persons incarcerated on felony charges will be the responsibility of the County, except nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to sentencing.

   b. Persons originally incarcerated for a felony offense that is declined by the County Prosecutor and returned to the City Attorney shall be the City’s responsibility from the date and time of booking. Any case originally charged by the County Prosecutor as a felony and later adjudicated to a gross-misdemeanor or misdemeanor, shall not require compensation by the City.

   c. If a city or tribal charge is concurrent to either county court or another city, tribal or contracting jurisdiction charge, each entity will equally share the per diem for the shared incarceration period. The City shall not be charged for per diem costs related to inmates on which the City has no hold.

5.2 Booking Fee. A booking fee shall be charged to the City, for each person booked into the Correctional Facility on the City’s charges or warrants. This will include inmates returned to the County Correctional Facility from an alternative facility for hearings and/or trial and/or order of the City Court. City Inmates booked into the jail and released within eight (8) hours will only incur the booking fee. City Inmates who are booked into the Correctional Facility and held in the Facility will incur both the booking fee and a per diem charge accruing in one-third (1/3) day increments. If an inmate is booked on charges from multiple local entities, the booking fee will be split evenly between those jurisdictions.

In those instances where the City court requests that an inmate be brought to the in-house Facility’s courtroom on a charge that is not reflected in the inmate’s current booking record, the inmate will be escorted to court and the case heard by the City court, and any new charge(s), will be added to the inmate’s booking record. If the inmate is already being held on a City charge, there will be no change to the per diem, but an additional booking fee will be charged. The additional booking fee will be shared equally with any other jurisdiction(s) on the inmate’s current booking. If the inmate was not being held on a City charge, per diem will begin on the date the new charge(s) are entered if the City Inmate is held in custody on the City charge. Per diems and booking fees will be pro-rated as described in this Agreement.
5.3 Alternative Jail Programs/Per Diem. Jail Per Diem costs for In-Custody Work Release and Work Crew, Electronic Home Detention and Out of Custody Work Crew shall also be charged to the City, for each City Inmate. The City will be charged for Alternative Jail Programs as follows:

a. In-Custody Work Release: If a City Inmate participates in Whatcom County’s Work Release Program the City will be charged the In Custody per diem rate per bed day for work release inmates. Any funds collected from the inmate will be credited to the City.

b. In-Custody Work Crew: If a City Inmate participates in the In Custody Work Crew Program the City will be charged the In Custody per diem rate per bed day for work crew inmates. Any funds collected from the inmate will be credited to the City.

c. Electronic Home Detention/Monitoring: If a City Inmate qualifies for County Electronic Home Detention/Monitoring, billing to the City for these participating inmates will be based on the Electronic Home Detention/Monitoring per diem rate. Any funds collected from the inmate will be credited to the City.

d. Out of Custody Work Crew: If a City Inmate participates in the Out-of-Custody Work Crew Program, billing to the City for these participating inmates will be based on the Out of Custody Work Crew per diem rate. Any funds collected from the inmate will be credited to the City.

e. The above-described provisions will also apply to any other alternative day release of the City Inmate, such as school release.

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

If a city charge is concurrent to either Superior Court, another jurisdiction’s gross-misdemeanor or misdemeanor charge or another contracting jurisdiction, such as tribal court, the City shall be billed the proportionate percentage share of the current year per diem for the shared incarceration period.

5.4 Health Care Costs. All medical charges invoiced to the City shall be in compliance with Washington State law. All City Inmates shall receive medical, mental health, and dental treatment when medically necessary to safeguard their health while in custody as required by law. Medical costs shall be allocated per state law or by agreement between the City and the County. If there is a difference between state law allocation of such costs and an agreement between the City and the County, this Agreement shall control. The County shall be responsible for providing routine health care. Such health care will include those health care services routinely delivered at normal cost by County staff, contracted practitioners, or nursing staff, and delivered within the Facilities.

a. The County is not responsible for the cost of services delivered to City Inmates outside of the Facility, or for non-routine services provided by outside medical practitioners within the Facility. The City shall be responsible for the costs of any and all emergent or necessary medical or health care, dental and psychiatric treatment provided outside of the County Facilities or non-routine services or medication provided to the City Inmate inside the Facility. Payment for emergency, exceptional or non-routine necessary medical or healthcare
for City gross-misdemeanor or misdemeanor inmates shall be made by the City upon written invoice by the County or such other terms as City and the County may agree upon in writing. The County will additionally bill the City for pre-sentence felony inmates, held on City cases, who incur emergency, exceptional or non-routine necessary medical or health care costs. The County shall notify the City within a reasonable period of time, when the County becomes aware that an inmate being held on City charges or awaiting sentencing on City felony charge is in need of emergency, exceptional, or non-routine necessary medical or health care or when the inmate has been transported for emergency care. Any decision to release a pre-trial City felon, City pre-trial detainee, or City Inmate for this reason will rest with the City, the Prosecuting Attorney and/or City Attorney, and/or the Court. Included in the cost of extraordinary medical costs will be the costs to transport and/or provide a guard detail if the inmate is not released by the Court. This may include payments to other Corrections Agencies if the inmate is hospitalized in an out of area hospital and not released by the Court.

b. The County agrees to utilize all existing agreements with medical practitioners and organizations to mitigate any medical costs, to make its best efforts to negotiate additional favorable agreements, and seek out any and all eligible third party reimbursement for medical costs (including health or auto insurance, DSHS/Medicaid, and/or the State of Washington), in the same manner and extent as the County does for inmates held on its own charges and prior to billing the City. No third party beneficiary contract or contract of insurance is intended by this contract. Non-routine necessary medical or healthcare shall include all practitioner-ordered healthcare or medical services delivered to City inmates outside of the Facilities, specialized care provided by non-contract health care providers in or out of the Facilities, and emergency treatment, including EMS and the local Hospital Emergency Department.

c. Any failure or error by the County to provide the City with proper notification of extraordinary, non-routine necessary medical or healthcare, emergency care, dental and/or mental health services described under Section 5, delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under this Agreement.

5.5 Invoicing for Extraordinary, Non-Routine, Necessary Medical or Health Care, Emergency Care, Mental Health and Dental Services. The County shall invoice the City for all costs incurred for extraordinary or non-routine necessary medical, health, or emergency care, dental, or mental health services to City Inmates, including, but not limited to, durable medical equipment, ambulance fees, medical, dental, and mental health services provided outside the Facilities, specialized equipment or extraordinary medications essential to the inmates health such as chemotherapy, anti-viral or biologic medications. Extraordinary Medical Costs do not include routine medical examinations, tests, procedures performed at the Facilities by Facility staff or contractors or routine medications. The County will facilitate use of a City Inmate's third party medical insurance whenever possible. If coverage is available, the County will bill the City Inmate's health insurance and/or applicable public assistance and credit the City. Credit amounts may show up on billings subsequent to the time of service, due to processing timelines by both the provider and the third party payer.

5.6 Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or any other schedule mutually agreed upon by the Parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the
monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (1) make complete and timely payment on the outstanding balance, and (2) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City’s written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City's next billing cycle, provided, that upon termination of this Agreement, the County shall pay the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under this Agreement.

5.7 Review and Records Maintenance. Each Party, at its own expense, may examine the other Party’s relevant books and records to verify charges and may conduct an audit to determine if billing errors have been made. The County shall maintain accurate time and accounting records related to the services for a period of three (3) years following final payment.

6. Indemnification/Hold Harmless. To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney’s fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party’s comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. Each Party will pay their own attorney’s fees and costs for arbitration but the Parties shall share equally in the arbitrator’s costs and fees.

6.1 Insurance. Each Party shall obtain and maintain insurance coverage in minimum liability limits of five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate, by an insurance carrier and/or self-insurance for their own liabilities from damage to property and injuries to persons arising out of its activities associated with this Agreement. The maintenance of, or lack thereof, of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party(s). Upon request, each Party shall annually provide and attach to this Agreement, or an extension to this Agreement, a certificate of insurance or letter of self-insurance.

6.2 Waiver under Washington Industrial Insurance Act. The foregoing indemnity is specifically
intended to constitute a waiver of each Party’s immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as to the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The terms of the Indemnification provisions shall survive the termination or expiration of this Agreement.

7. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the Parties do not assume liability or responsibility of the other Party which arises in whole or in part from the existence or effect of the other Party's ordinances, policies, rules or regulations. Nor shall any Party be liable or responsible for any claims of conduct or actions by the other Party, the other Party's courts, or law enforcement, including, but not limited to, claims of unlawful arrest, excessive force, unlawful imprisonment, unconstitutional deprivation, negligence, errors, omissions or misconduct. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Party's ordinance, policy, rule or regulation is at issue, or Party's court, Party's Prosecutor or the Party's law enforcement agency as described above, each Party shall defend themselves at their own expense, and if judgment is entered or damages are awarded against any Party, each Party shall pay their proportionate share of any damages, liability, costs, and fees awarded to the injured third party. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration, with each Party paying their own costs and fees for arbitration.

8. Default and Disputes and Remedies.

Default. If either Party fails to perform any act or obligation required to be performed by this Agreement, the other Party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, if the non-performance is an act that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

Dispute. Should a dispute arise as to the application, compensation, enforcement or interpretation of this Agreement between the City and the County, such Dispute or Default described above, shall be progressively resolved in the following manner:

1. Through good faith and reasonable negotiations between the City and the County’s respective contacts;
2. Through good faith and reasonable negotiations between the Mayor and the County Executive or Administrators;
3. In the event the City and the County do not reach an agreement within 90 days of commencing negotiations, the matter will be submitted to non-binding mediation or, if agreed by the Parties, forego mediation and proceed directly to binding arbitration. The arbitrator may be selected by agreement of the Parties under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, and conducted in Bellingham, WA., or if agreement is not reached, conducted through JAMS (mediation and arbitration services) in Seattle, WA., or as otherwise agreed in writing by the Parties. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. All fees and expenses for mediation
or arbitration shall be borne by the Parties equally; however, each Party shall bear the expense of its own counsel, experts, witnesses, fees, attorney’s fees, and costs for preparation and presentation of evidence; and

4. The Parties may mutually agree to extend the negotiation period. If the parties cannot agree upon the selection of an impartial arbitrator within fourteen days of a written request for arbitration by either Party, the arbitrator shall be selected as provided in the Superior Court Mandatory Arbitration Rules by a judge of the Superior Court of Skagit County or JAMS. The arbitration shall be conducted pursuant to the Superior Court Mandatory Arbitration Rules.

5. It is agreed between the Parties that no attorney fees or costs shall be awarded to the prevailing Party under these provisions.

Nothing in this section shall deny any rights established elsewhere in this Agreement.

In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in this Agreement, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Correctional Facility and at the County's request, remove all City Inmates from the Correctional Facility within fourteen (14) days of notice. The City shall be responsible for transporting and arranging an alternate correctional facility to house City Inmates. Thereafter, the County may, in its sole discretion, accept city inmates to the Correctional Facility if all outstanding invoices are paid. Interest on balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month.

9. Early Termination by the County. Except as provided in Section 8.3 below, the County may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the City and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.1 Early Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The Notice shall state the grounds for termination and the specific plans for accommodating the affected jail population.

9.2 Early Termination by the County for Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

9.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in Section 8, the City shall pay the County for all services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or services performed following the effective date of termination unless authorized in writing by the City.

10. Notices. All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States first-class mail, or electronically (via e-mail) to the applicable Administrator(s) or the Administrator's designee. Notice delivered in person shall be deemed given when received by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator(s), or their designee, at the addresses set forth in Section 3 of this Agreement. Notice
delivered by email shall be deemed given as of the date and time received by the recipient.

11. **Miscellaneous Provisions.**

11.1 **Compliance with Laws.** In the performance of its obligations under this Agreement, Parties shall comply with all applicable federal, state, local laws, rules and regulations.

11.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral and/or written agreements between the Parties regarding the subject matter contained herein.

11.3 **Conflicts between Attachments and Text.** Should any conflicts exist between any attached exhibit or schedule, and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

11.4 **Governing Law and Venue.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Skagit County Superior Court, unless agreed otherwise in writing by the Parties, in the State of Washington.

11.5 **Interpretation.** This Agreement and each of the terms and conditions are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

11.6 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

11.7 **Savings.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

11.8 **No Waiver.** A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

11.9 **No Assignment.** Except as provided in Section 4.1, this Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
11.10 **Warranty of Authority.** Each of the signatories hereto warrants and represents that he/she is competent and authorized to enter into this Agreement as an Administrator(s) on behalf of the Party for whom he or she purports to represent within this Agreement.

11.11 **Independent Contractor.** The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

11.12 **No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

11.13 **No Separate Entity Necessary.** The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

11.14 **Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

11.15 **No Third Party Beneficiaries.** This Agreement and each and every provision hereof are for the sole benefit of the Parties. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

11.16 **Force Majeure.** In the event either Party's performance of any of the provisions of this Agreement becomes impossible due to circumstances beyond that Party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

11.17 **This is an Integrated Agreement.** Neither Party has relied on any representation other than those expressly set forth herein in entering into this Agreement.

11.18 **Neutral Authorship.** Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the Parties hereto, and this Agreement shall not be interpreted for or against any Party hereto based upon authorship. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they and their authorized representatives executing this Agreement, have fully read this Agreement, understand its meaning and effect, and agree to enter into this Agreement with full knowledge of its terms and conditions. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing and executed by both Parties.

11.19 **Compliance with the Law.** The Parties agree that during the performance of this Agreement
they shall abide by all Federal, State and local laws, provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability, with reasonable accommodation, prevents the proper performance of the work involved.

If new law or legally binding precedent under RCW 70.48.130 is directly applicable to any term or condition in this Agreement, which makes such term or condition in this Agreement unlawful, the contract shall be amended in writing and signed by the Parties. However, if any term or condition is allowed to have been negotiated by the Parties in this Interlocal Agreement, the negotiated term or condition shall remain in full force and effect and be binding on the Parties. Retroactivity shall not apply.

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

11.21 Establishment of Stakeholder Committee and Composition. The Parties to this Agreement shall participate in Finance and Operations Stakeholder Committee on an annual basis, or as needed, to discuss matters and make recommendations related to Jail finances and operations. The Committee shall consist of the police chiefs from all contracting City jurisdictions or a person selected by the Chief Executive Officer from the contracting City jurisdiction; the Sheriff; the Chief Corrections Deputy and the County Executive. The Committee shall meet annually on or around July 31st, to coincide with the Parties' budget processes. The Committee may present any recommendations to the County Council, the Sheriff and the County Executive.

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

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

11.24 Agreement Contact. The County's initial contact for this Agreement shall be the County's designated Administrator(s). The City's initial contact shall be the City's designated Administrator(s) as named in Section 3.0 of this Agreement. The Parties to this Agreement may designate new contacts by providing written notice to all the other Parties.

11.25 Modifications. Either Party may request changes in this Agreement. Any and all agreed modifications, to be valid and binding upon either Party, shall be in writing and signed by both Parties.

11.26 Filing. This Agreement shall be filed with the Whatcom County Auditor's Office, or posted on the County's website.
IN WITNESS WHEREOF, Whatcom County and the City of Bellingham have executed this Agreement on the date and year written below.

DATED this __________ day of ____________, 20__.

WHATCOM COUNTY:

Approved as to form:

[Signature]  6/11/18
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 __________________, 2018, 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 Whatcom County.
My commission expires ________________.
CITY OF

EXECUTED this ___ day of __, 2018. For the CITY OF BELLINGHAM

Mayor

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this ___ day of __, 2018, before me personally appeared (name of mayor), to me known to be the Mayor of the City of , 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 Whatcom County. My commission expires ___.

ATTEST:

Finance Director

Approved as to form:

Office of the City Attorney

Departmental Approval:
Exhibit A

2018 Jail Per Diem Fee Schedule

July 1, 2018 - December 31, 2018

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## TITLE OF DOCUMENT:

Coordinated Water System Plan (CWSP) requirements for water availability within Public Water Service Boundaries

## ATTACHMENTS:

None

## SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

Per Council request, staff will provide discussion of (PWS) Public Water System authority and processes contained within the CWSP to address proposed water availability within Service Area Boundaries.

## COMMITTEE ACTION:


## COUNCIL ACTION:


## Related County Contract #:


## Related File Numbers:


## Ordinance or Resolution Number:


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

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
DATE: June 7, 2018
SUBJECT: Coordinated Water System Plan (CWSP) requirements for water availability within Public Water Service Boundaries

Background and Purpose

Individuals who seek to develop property within defined retail service area boundaries are required to connect to public water if the entity is willing and able to serve. The (CWSP) Coordinated Water System Plan, last updated in 2016 and approved by Council, includes the history, background and processes for serving potable water.

Concerns from a land use consultant during public testimony were raised in relation to both timely and reasonable service to be provided by the entity and questioning the appropriate mechanism for addressing disputes that arise.

To gain a clearer understanding of (PWS) Public Water System authority and the processes contained within the CWSP, the Council has requested staff to report back on this topic.

Recommendations

As per request by County Council, staff will provide information at the June 19th Public Works and Health Committee. Representatives from Washington State Department of Health, local Water District/Association, legal counsel and land use consultant and will be present to address questions.

Please call John Wolpers at x6026 if there are any questions.
# WHATCOM COUNTY COUNCIL AGENDA BILL

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<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>Byrd</td>
<td>6/13/2018</td>
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## TITLE OF DOCUMENT:
Presentation from Low Income Housing Institute (LHI) re: homelessness programs

## ATTACHMENTS:
None

## 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.)

The Low Income Housing Instutute (LHI) will give a presentation regarding homelessness programs they have established in Seattle.

## 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.

287
CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 9:30 a.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL


Absent: Tim Ballew

COMMITTEE DISCUSSION

1. DIRECTION ON COMPREHENSIVE PLAN AMENDMENTS REQUESTED BY COUNCIL THROUGH RESOLUTION 2018-015 RELATING TO THE CHERRY POINT URBAN GROWTH AREA (AB2018-076C)

Matt Aamot, Planning and Development Services Department, submitted and read from a discussion draft table of the issue regarding requiring conditional use permits identified in Resolution 2018-015 (on file).

The following staff answered questions:
- Nick Smith, Planning and Development Services Department
- Mark Personius, Planning and Development Services Department Director
- Karen Frakes, Prosecutor’s Office

Councilmembers and staff discussed focusing on things that impact public health and safety; getting input from the industry on how crude and natural gas are regulated currently; the definition of major project permit; refined versus unrefined fossil fuels; how to measure exports that occurred as of March 1, 2017; how petroleum tank farms are defined; when a conditional use permit process is triggered for permitting petroleum tanks; the impact of tank farms within shorelines and the jurisdiction of the Shoreline Management Plan; and a 1998 settlement agreement.

Brenner moved to remove liquefied petroleum gasses and natural gas from Comprehensive plan policy 2CC-16.

The motion was seconded.

Donovan moved to call the question.

The motion to call the question was seconded.
The motion to call the question carried by the following vote:
Ayes: Browne, Buchanan, Byrd, Donovan, and Sidhu (5)
Nays: Brenner (1)
Absent: Ballew (1)

The motion to amend failed by the following vote:
Ayes: Brenner and Byrd (2)
Nays: Browne, Buchanan, Donovan, and Sidhu (4)
Absent: Ballew (1)

Sidhu moved to amend Comprehensive Plan Policy 2CC-16, “... environment from products such as crude oil,...” The motion was not seconded.

Aamot stated that they won’t include the March 1, 2017 date in the regulations.

The Committee approved by general consent.

Staff stated they will bring more information at the next meeting.

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. RESOLUTION RECOGNIZING THE ROLES AND DUTIES OF WHATCOM COUNTY, THE WRIA 1 PLANNING UNIT, AND THE WRIA 1 INITIATING GOVERNMENTS REGARDING WATER RESOURCES PLANNING UNDER RCW 90.82 AND ESSB 6091 (AB2018-114)

Councilmembers discussed the version of the resolution proposed by the Executive versus the original proposed by Councilmembers Brenner and Byrd; the purpose of the resolution providing clarity on what should be happening in the process; the composition of the Watershed Management Board; and the appropriate level of transparency of staff meetings.

The following staff answered questions:
• Karen Frakes, Prosecutor’s Office
• Jack Louws, County Executive

Brenner moved to recommend approval of the original resolution proposed by Councilmembers Byrd and Brenner.

The motion was seconded.

OTHER BUSINESS

There was no other business.

ADJOURN
The meeting adjourned at 11:25 a.m.

The Council approved these minutes on ______________, 2018.

ATTEST: WHATCOM COUNTY COUNCIL
          WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk                                 Rud Browne, Council Chair

Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Special Committee of the Whole

May 8, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 2:30 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL


Absent: Tim Ballew

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. REVIEW AND APPROVAL OF DRAFT PUBLIC PARTICIPATION PLAN FOR WHATCOM COUNTY COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS (AB2018-147)

Matt Aamot, Planning and Development Services Department, referenced and read from the staff report beginning on Council packet page 42 and answered questions.

Councilmembers and staff discussed how often the list is updated, the changes to levels one, two, and three; having meetings in the area of impact; the voluntary density credit program; location limits in the vacation rental regulations; and the public participation plan level assigned to Cherry Point issues.

Byrd moved to recommend approval to the full Council.

The motion was seconded.

The motion carried by the following vote:

Ayes: Browne, Buchanan, Donovan, and Sidhu (4)

Nays: Brenner and Byrd (2)

Absent: Ballew (1)

2. RESOLUTION AUTHORIZING THE ALLOCATION OF REET I FUNDING TO SUPPORT THE CONSTRUCTION OF A MULTI-USE BUILDING EXPANSION AT THE EAST WHATCOM REGIONAL RESOURCE CENTER (AB2018-131)

Jack Louws, County Executive, gave a staff report and answered questions.


**Buchanan moved** to request that the administration sit down with proponents and discuss cost-saving measures, and give an update to the Council in four weeks. He stated he would also like to hear from the public.

The motion was seconded.

Councilmembers discussed the impact of delay and changes on the grant opportunity, the possibility of finding other donors, prioritizing other projects, redesigning the building to remove unnecessary features, improving the design of the roof, fire suppression methods, and saving money on the ongoing life of the building.

Greg Winter, Opportunity Council, answered questions on the federal grant program and the money from the Opportunity Council.

Paul Schissler answered questions about value engineering.

Shorty Bjornstead spoke about the purpose and uses of the existing facility.

Rebecca Boonstra spoke about taking the time to make sure the design is right and about the purpose of the roofed outdoor area.

Winter stated the Opportunity Council continues to consult with the architect on the design.

Jeff Bolts, Foothills Community Partnership Steering Committee, spoke about the project budget and food access to the community.

Dave Bach spoke about using the resource center as an emergency use facility and a revenue taxing district to fund costs for construction and maintenance.

Kai Jansen spoke about services for kids and supporting the expansion.

Councilmembers discussed the possibility of leasing the building to collect maintenance costs, the design of the basketball court, and continuing to find opportunities to reduce costs.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)

**Nays:** None (0)

**Absent:** Ballew (1)

**COMMITTEE DISCUSSION**

1. **UPDATE ON EFFORTS RELATED TO ESTABLISHMENT OF A BUSINESS ADVISORY COMMITTEE (AB2018-132)**

Sidhu gave a report on the process to create a business advisory committee and economic development functions in the county.
Councilmembers discussed the benefits and concerns with forming a business advisory committee, focusing solely on business owners, and introducing a proposed resolution or ordinance to form the committee.

OTHER BUSINESS

There was no other business.

ADJOURN

The meeting adjourned at 3:45 p.m.

The Council approved these minutes on ______________, 2018.

ATTEST:  WHATCOM COUNTY COUNCIL
          WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Rud Browne, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL  
Regular County Council Meeting  
May 8, 2018  

CALL TO ORDER  
Council Chair Rud Browne called the meeting to order at 7:03 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.  

ROLL CALL  
Absent: Tim Ballew  

FLAG SALUTE  

ANNOUNCEMENTS  

SPECIAL PRESENTATION  
1. BEHAVIORAL HEALTH ADVISORY COMMITTEE TO PRESENT THE 2017 ANNUAL REPORT ON SERVICES AND EXPENDITURES OF THE BEHAVIORAL HEALTH PROGRAM FUND (AB2018-148)  
Chris Phillips, Behavioral Health Advisory Board Chair, presented the annual report on the expenditure of local dollars. He described the different programs that receive funding from the behavioral health fund. There are extra dollars that could be spent in different ways, including support of the Health Department’s work, the new ground-level response and coordinated engagement (GRACE) initiative, and the new triage center.  
Anne Deacon, Health Department, answered questions.  
Deacon and councilmembers discussed the possibility of increased services at the East County Regional Resource Center, how to allow people to live in recreational vehicles (RVs), and access to behavioral health services.  

MINUTES CONSENT  
Buchanan moved to approve the Minutes Consent items one through five, including the substitute page for item one.  
The motion was seconded.
The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)

**Nays:** None (0)

**Absent:** Ballew (1)

1. **SURFACE WATER WORK SESSION FOR APRIL 17, 2018**

2. **COMMITTEE OF THE WHOLE FOR APRIL 24, 2018**

3. **SPECIAL COMMITTEE OF THE WHOLE (AM) FOR APRIL 24, 2018**

4. **SPECIAL COMMITTEE OF THE WHOLE (PM) FOR APRIL 24, 2018**

5. **REGULAR COUNTY COUNCIL FOR APRIL 24, 2018**

**PUBLIC HEARINGS**

1. **ORDINANCE ESTABLISHING A 25 MPH SPEED LIMIT ON CERTAIN BIRCH BAY AREA ROADS (AB2018-137)**

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

Billy Brown, Birch Bay Chamber of Commerce, stated he supports the speed limit on certain roads in Birch Bay.

Patrick Alesse stated an option should be a speed limit of 20 miles per hour.

Doralee Booth, Birch Bay Chamber of Commerce, described the history of speed limits in the Birch Bay area and stated she supports the speed limits on certain roads in Birch Bay.

Hearing no one else, Browne closed the public hearing.

*Buchanan moved* to adopt the ordinance.

The motion was seconded.

Councilmembers discussed allowing more time to inform the public and ensuring safety.

*Brenner moved* to hold for two weeks and continue the public hearing.

The motion was seconded.

Councilmembers discussed whether or not to delay the decision to a future meeting.

Joe Rutan, Public Works Department, answered questions about the current speed limits on the designated roads.
The motion to postpone for two weeks carried by the following vote:

Ayes: Brenner, Buchanan, Donovan, and Sidhu (4)

Nays: Browne and Byrd (2)

Absent: Ballew (1)

2. ORDINANCE CREATING A “GOLF CART ZONE” ON CERTAIN ROADS IN THE
   BIRCH BAY AREA (AB2018-125)

Buchanan moved to postpone the public hearing for two weeks.

The motion was seconded.

Councilmembers discussed leaving the public hearing open for two weeks.

Buchanan withdrew the motion to postpone.

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

Patrick Alesse stated golf carts should be in the automobile lanes, not the hiking and
biking lanes, which should be wider.

Joe Rutan, Public Works Department, and councilmembers discussed the ability to
adjust lane widths.

Kelvin Barton stated he supports the ordinance.

Doralee Booth described the history of speed limits on Birch Bay Drive and the
various types of users along the road.

Billy Brown described the history of the community’s request.

Mike Kaufman stated eliminate or reduce the need to drive big vehicles and
encourage alternative travel lanes. Fund alternative travel options.

Hearing no one else, Browne stated the public hearing is held open for another two
weeks.

Donovan moved to hold in Council for two weeks.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)

Nays: None (0)

Absent: Ballew (1)

3. ORDINANCE REPEALING ORDINANCE NOS. 2018-001 AND 2018-005 AND
   ADOPTING AMENDMENTS TO THE WHATCOM COUNTY COMPREHENSIVE
   PLAN AND THE WHATCOM COUNTY CODE TITLE 15 BUILDINGS AND
   CONSTRUCTION, TITLE 20 ZONING, TITLE 21 LAND DIVISION
Browne opened the public hearing, and the following people spoke:

Roger Almskaar submitted a handout *(on file)* and stated the County Code conflicts with the Coordinated Water Supply Plan (CWSP) and suggested adding an exception to the requirement for public water because the rule is arbitrary.

John Wolpers, Health Department, answered questions about requirements to hook up to public water when possible.

Councilmembers discussed the cost of hooking up to a public water supply.

John Mercer, Planning Unit nongovernment water users caucus representative, stated he has no objection to the ordinance, but objects to last minute changes without review. He answered questions on requirements to hook up to a public water supply.

Dave Olsen, representative of a number of water utilities, submitted handouts *(on file)* and stated there will be impacts to last minute changes that may be approved without any review. He answered questions about the review process and planning effort that has gone into their water plans.

Ellen Baker, Glacier Water District, stated the CWSP includes a section for dispute resolution. She stated she agrees with the two previous speakers and stay within the current Health Department regulations and the current water supply plans. She answered questions about whether any districts allow an exception if they agree to hook up when a line is eventually extended.

Gary Honcoop described his experience on a water association waiting list.

Hearing no one else, Browne closed the public hearing.

**Brenner moved** to hold this item and refer to the Water Utility Coordinating Committee (WUCC) to get more information.

The following staff answered questions:
- Mark Personius, Planning and Development Services Department
- Karen Frakes, Prosecutor’s Office
- Tyler Schroeder, Executive’s Office

Staff and councilmembers discussed getting compliance with recent legislation and the Growth Management Act (GMA) and the consequences of not being in compliance; adding a Whereas statement about the decision of the Court of Appeals; whether Whatcom County is the initiating government; specifying the amount of the application fee; the perspective of the landowners who are at the periphery of the service district and are effectively asked to fund the infrastructure; the need of the water district to somehow recover the cost of the infrastructure; describing the Planning Unit first, not last, in certain sections of the Comprehensive Plan; the roles and structure of the initiating governments, Watershed Planning Board, County Council, and Planning Unit.
**Brenner amended the motion** to hold the question from Mr. Almskaar regarding the problems created by people who are more than 500 feet away from a water main.

The motion was seconded.

The motion failed by the following vote:
- **Ayes:** Brenner and Byrd (2)
- **Nays:** Browne, Buchanan, Donovan, and Sidhu (4)
- **Absent:** Ballew (1)

**Buchanan moved** to adopt the ordinance.

The motion was seconded.

Councilmembers discussed the impact of delaying the decision and whether adopting the ordinance now or delaying another six or 12 months would have any impact on the Engrossed Substitute Senate Bill (ESSB) 6091 process, wells, or current development.

The motion carried by the following vote:
- **Ayes:** Browne, Buchanan, Donovan, and Sidhu (4)
- **Nays:** Brenner and Byrd (2)
- **Absent:** Ballew (1)

*(Clerk’s Note: Discussion continued at the end of the meeting.)*

*(Clerk’s Note: The Council took a break 9:38 – 9:48 p.m.)*

**OPEN SESSION**

The following people spoke:
- Ellen Baker submitted a handout (on file) and spoke about a comment from the County Executive that resolutions are meaningless.
- Kathy Sabel submitted handouts (on file) and spoke about the Planning Unit and Watershed Management Board meetings and the water resources inventory area (WRIA) 1 structure and process.
- Jim Peterson, HomesNOW, spoke about the HomesNOW projects to build temporary homeless housing and to provide mobile trucks with showers for the homeless.
- Ken Calder spoke about delaying introduction of the ordinance regarding solid waste collection in Point Roberts.
- Joy Gilfilen spoke about the conflict and imbalance in the County Charter between the legislative and executive branches and the amount of people in the jail system in the United States.
- Mike Kaufman spoke about jail issues and community behavioral health issues.
- Dana Briggs spoke about getting an accurate count of the number of homeless people in Whatcom County.
• Jenny Ablondi spoke about the expansion of the East Whatcom Regional Resource Center.
• Ivy Little spoke about the expansion of the East Whatcom Regional Resource Center.
• Dave Onkels spoke about the proposed resolution recognizing the roles and duties of various water resources inventory area (WRIA) 1 watershed planning groups (AB2018-114) and certain meetings that weren’t published or open to the public.
• Carole Perry spoke about the WRIA 1 planning process structure.
• Gary Honcoop spoke about the Planning Commission’s need for expertise on various issues.
• Tony Freeland stated he is an applicant for the Planning Commission vacancy and spoke about his background and qualifications.

CONSENT AGENDA

1. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AUTHORIZE THE PURCHASE, USING WASHINGTON STATE CONTRACT #00816, OF A REPLACEMENT LOWBOY TRAILER FROM VENDOR PAPE MACHINERY, INC., IN THE AMOUNT OF $89,526.76 (AB2018-144)

Sidhu reported for the Finance and Administrative Services Committee and stated this item is held in committee.

OTHER ITEMS

1. RESOLUTION RECOGNIZING THE ROLES AND DUTIES OF WHATCOM COUNTY, THE WRIA 1 PLANNING UNIT, AND THE WRIA 1 INITIATING GOVERNMENTS REGARDING WATER RESOURCES PLANNING UNDER RCW 90.82 AND ESSB 6091 (AB2018-114)

Browne reported for the Special Committee of the Whole (A.M.) meeting and stated this comes forward with no recommendation from the Committee of the Whole.

Brenner moved to approve the resolution as originally proposed by Councilmembers Brenner and Byrd.

The motion was seconded.

Councilmembers spoke about whether or not the resolution is necessary to define and clarify the role of the Planning Unit and structure of the water resources inventory area (WRIA) 1 planning process.

The motion carried by the following vote:
Ayes: Buchanan, Donovan, Brenner and Byrd (4)
Nays: Browne and Sidhu (2)
Absent: Ballew (1)
2. ORDINANCE AMENDING WHATCOM COUNTY CODE 1.08, INITIATIVES, REFERENDUM, AND RECALL, TO REFLECT CHANGES APPROVED BY THE VOTERS (AB2018-134)

Debbie Adelstein, County Auditor, gave a staff report.

Sidhu moved to adopt the ordinance.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

3. REVIEW AND APPROVAL OF DRAFT PUBLIC PARTICIPATION PLAN FOR WHATCOM COUNTY COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS (AB2018-147)

Browne reported for the Special Committee of the Whole (P.M.) meeting.

Sidhu moved to approve the public participation plan.

The motion was seconded.

Councilmembers discussed the public participation plan versus the merits of the proposed amendments to the Comprehensive Plan and development regulations.

The motion carried by the following vote:
Ayes: Browne, Buchanan, Byrd, Donovan, and Sidhu (5)
Nays: Brenner (1)
Absent: Ballew (1)

4. RESOLUTION AUTHORIZING THE ALLOCATION OF REET I FUNDING TO SUPPORT THE CONSTRUCTION OF A MULTI-USE BUILDING EXPANSION AT THE EAST WHATCOM REGIONAL RESOURCE CENTER (AB2018-131)

Buchanan reported for the Special Committee of the Whole – P.M. meeting and stated this item is held in committee for four weeks for more information from the administration. He moved to hold in Committee.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES
1. APPOINTMENT TO THE WHATCOM COUNTY PLANNING COMMISSION, PARTIAL TERM ENDING JANUARY 31, 2021, REPRESENTING DISTRICT 1, APPLICANTS: TONY FREELAND, KIMBERLEY LUND (AB2018-133)

Buchanan nominated Tony Freeland and Kimberly Lund.

Councilmembers spoke about the qualifications of the applicants.

The councilmembers voted as follows:
- Lund: Browne, Buchanan, and Donovan (3)
- Freelund: Brenner, Byrd, and Sidhu (3)

Browne stated they would hold the vote for two weeks and not accept any more applications.

The Council concurred by general consent.

2. APPOINTMENTS TO THE WHATCOM COUNTY LAKE WHATCOM STORMWATER UTILITY ADVISORY COMMITTEE, APPLICANTS: LAURENCE BROWN, JOSEPH BALDWIN, CHRIS KELLER, PETER DOBEY, NANCY ALYANAK, ENOCH LEDET, HARRY (SKIP) JOHNSEN, TODD CITRON, THOMAS DALES (AB2018-140)

Buchanan nominated all applicants.

Sudden Valley Position

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Geographic Positions
Councilmembers elected Laurence Brown to the Sudden Valley position and Citron, Dales, Johnson, and Washington to the geographic positions.

**EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

1. **REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S REAPPOINTMENT OF BRENT WALKER AND DUNHAM GOODING TO THE BELLINGHAM-WHATCOM PUBLIC FACILITIES DISTRICT (AB2018-149)**

   Donovan moved to confirm the reappointments.

   The motion was seconded.

   The motion carried by the following vote:
   - **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
   - **Nays:** None (0)
   - **Absent:** Ballew (1)

**INTRODUCTION ITEMS**

Buchanan moved to accept Introduction Items one through eight.

Brenner withdrew item four.

The motion was seconded.
The motion to Introduce items one through three and five through eight carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)

Nays: None (0)

Absent: Ballew (1)

1. ORDINANCE AMENDING WHATCOM COUNTY CODE 15.04, BUILDING CODES, REGARDING FEE FOR APPEALS TO COUNTY COUNCIL (AB2018-142)

2. ORDINANCE AMENDING THE WHATCOM COUNTY BUDGET, SEVENTH REQUEST, IN THE AMOUNT OF $1,861,232 (AB2018-150)

3. ORDINANCE ESTABLISHING THE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES SPECIAL REVENUE FUND (AB2018-151)

4. ORDINANCE AMENDING WCC 8.11 SOLID WASTE RECYCLING AND COLLECTION DISTRICT AND WCC 8.10, SOLID WASTE AND RESIDENTIAL RECYCLING COLLECTION REGARDING SOLID WASTE COLLECTION IN POINT ROBERTS, WA (AB2018-146)

Brenner moved to not introduce this item at this time.

The motion was seconded.

Jeff Hegedus, Health Department, answered questions.

Staff and councilmembers discussed whether there is a project or legal deadline for this item.

The motion carried by the following vote:

Ayes: Brenner, Buchanan, Byrd, Donovan, and Sidhu (5)

Nays: Browne (1)

Absent: Ballew (1)

5. ORDINANCE CLOSING THE POTTER ROAD – SOUTH FORK BRIDGE NO. 148 REPLACEMENT PROJECT FUND 342 (AB2018-152)

6. ORDINANCE CLOSING THE 2015 COUNTY ROADWAY SAFETY PROGRAM FUND 355 (AB2018-153)

7. ORDINANCE CLOSING THE CEDAR HILLS/EUCLID STORM WATER IMPROVEMENTS PROJECT FUND 367 (AB2018-154)

8. ORDINANCE ESTABLISHING WHATCOM COUNTY CODE CHAPTER 2.126, CREATING THE WHATCOM COUNTY BUSINESS AND COMMERCE ADVISORY COMMITTEE (AB2018-132A)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES
Browne reported for the Special Committee of the Whole meetings.

Sidhu reported for the Finance and Administrative Services Committee.

Buchanan reported for the Criminal Justice and Public Safety Committee.

Brenner reported for the Public Works and Health Committee.

Tyler Schroeder, Executive’s Office, answered questions about having discussions with staff regarding customer service in the Planning and Development Services Department and about regulations on people living in recreational vehicles (RVs).

PUBLIC HEARINGS


Browne moved to request that staff and the Water Utility Coordinating Committee work to provide recommendations to find affordable options or exceptions for people seeking water within an area where they are currently required to connect to private water district service.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

Councilmembers gave updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 11:40 p.m.

The County Council approved these minutes on _______, 2018.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ___________________________
CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 9:32 a.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Tim Ballew, Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, and Satpal Sidhu

Absent: None

COMMITTEE DISCUSSION

1. DISCUSSION WITH SENIOR DEPUTY PROSECUTOR CHRISTOPHER QUINN REGARDING PENDING LITIGATION INVOLVING CLAIMS AGAINST CORRECTIONS DEPUTIES ACTING WITHIN THEIR OFFICIAL DUTIES (AB2018-018)

   Attorney Present: Christopher Quinn and George Roche

   Browne stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.110 (1)(i). Executive session will conclude no later than 9:45 a.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

   Byrd moved to go into executive session until no later than 9:45 a.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair. The motion was seconded.

   The motion carried by the following vote:

   Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

   Nays: None (0)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 9:40 a.m.

The Council approved these minutes on _____ 2018.

ATTEST: WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Rud Browne, Council Chair
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.

Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Regular County Council Meeting

May 22, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL


Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

Browne submitted and read from the County Code on council meeting general procedures and decorum of debate.

Councilmembers had a moment of silence on the passing of long-time Superior Court Judge Ira Uhrig.

(From Committee of the Whole)

DISCUSSION WITH SENIOR DEPUTY PROSECUTOR CHRISTOPHER QUINN REGARDING PENDING LITIGATION INVOLVING CLAIMS AGAINST CORRECTIONS DEPUTIES ACTING WITHIN THEIR OFFICIAL DUTIES (AB2018-018)

Buchanan stated that having met in executive session and having been advised of the nature of the lawsuit, the allegations contained therein, and pursuant to Whatcom County Code 2.56, he moved that the council affirmatively finds the following:

• The deputies named in the lawsuit (Deputies Matt Charrion and Robert Packard) were acting in a matter in which the county had an interest;
• That the officers were acting in the discharge of a duty imposed or authorized by law; and
• The officers did act in good faith

Therefore, the Whatcom County officers named in this lawsuit will be defended and indemnified pursuant to and consistent with the provisions in Whatcom County Code (WCC) Chapter 2.56 and Revised Code of Washington (RCW) 4.96.041.

The motion was seconded.
The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)

**PUBLIC HEARINGS**

1. **ORDINANCE ESTABLISHING A 25 MPH SPEED LIMIT ON CERTAIN BIRCH BAY AREA ROADS (AB2018-137)**

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

Shirley Reed stated she is against the golf carts on Birch Bay Drive for a variety of reasons.

Billy Brown submitted a handout (on file) and stated he supports the 25 mile per hour speed limit.

Hearing no one else, Browne closed the public hearing.

**Byrd moved** to adopt the ordinance.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)

2. **ORDINANCE CREATING A “GOLF CART ZONE” ON CERTAIN ROADS IN THE BIRCH BAY AREA (AB2018-125)**

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

Charles Kinzer submitted a handout (on file) and stated he is opposed to the ordinance due to safety, community opposition, lack of need, and standing of the Birch Bay Chamber of Commerce.

Dave Sadell stated he is opposed to the ordinance. Golf carts don’t have to be insured against striking someone and are unsafe on public roads.

Judith Jones stated she is opposed to the ordinance because it allows unlicensed drivers on the road and there is too much traffic and are too many pedestrians.

David Brewin stated he supports the ordinance to enhance the community. There won’t be a large influx of golf cart traffic on the roads. It can ease congestion on the roads. They could require seatbelts to alleviate safety concerns.

Gail Walker stated she is a business owner that rents recreational equipment. She supports the ordinance because it will be a convenience for the community.
Wayne Diaz, Birch Bay Chamber of Commerce Vice-President, stated he supports the ordinance. Parking in the community is difficult to find.

Billy Brown submitted a handout (on file) and stated he supports the ordinance. A vast majority of residents and vacationers also support the ordinance. There are plenty of ways to get out of Birch Bay, so it won’t affect traffic. It will be good for Birch Bay tourism.

Patrick Alesse stated his concern is to protect pedestrian and bicycle safety, but he’s neutral on the subject.

Mike Kent stated safety is key. Lowering the speed limit was necessary. As long as the use is policed and the golf carts are adequately powered, there won’t be danger. It will benefit local businesses.

Margo Savell stated safety is crucial. Golf carts won’t be safe.

Pam Hanson stated she supports the ordinance because it will help the local economy and community. The majority of the use will be in the summer months.

Todd Rutgers stated he supports the ordinance. They’re useful when there is traffic congestion.

Doralee Booth stated safety is a concern.

Hearing no one else, Browne closed the public hearing.

**Donovan moved** to adopt the ordinance.

The motion was seconded.

Joe Rutan, Public Works Department, answered questions.

Staff and councilmembers discussed the safety issues, requiring a license and insurance of golf cart drivers, and the benefits of allowing golf carts on the roads in Birch Bay.

**Byrd moved** to amend to add a sunset clause to review the use in one year.

The motion to amend was seconded.

Councilmembers discussed the length of the sunset clause.

**Byrd amended his motion and moved** to amend to add a sunset clause to review the use in 18 months.

The motion to amend carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, and Sidhu (6)

**Nays:** Donovan (1)

The motion to adopt as amended carried by the following vote:
3. ORDINANCE AMENDING WHATCOM COUNTY CODE 15.04, BUILDING CODES, REGARDING FEE FOR APPEALS TO COUNTY COUNCIL (AB2018-142)

Byrd opened the public hearing, and hearing no one, closed the public hearing.

Byrd moved to adopt the ordinance.

The motion was seconded.

Karen Frakes, Prosecutor’s Office, answered questions.

Staff and councilmembers discussed the fees.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

OPEN SESSION

The following people spoke:
- Dana Briggs spoke about homeless statistics in Whatcom County.
- John Campbell spoke about homeless services in Whatcom County.
- Mike Kaufman spoke about the mid-century industrial complex promoting the advancement of white suburban dwellers and the systemic social problems that have resulted.
- Doralee Booth submitted a handout (on file) and spoke about an upcoming Birch Bay community event.
- Joy Gilfilen, Restorative Community Coalition, submitted a handout (on file) and spoke about partnering with the County to receive a MacArthur Foundation grant opportunity to fund one of several potential programs.

Byrd moved to work with Ms. Gilfilen and support multiple grant applications to the foundation. There was no second to the motion.

Councilmembers discussed working on grant applications until the deadline in June.

CONSENT AGENDA

Sidhu reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through four, including the substitute for item four.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)
1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND NORTHWEST YOUTH SERVICES TO ADD ADDITIONAL FUNDING FOR RENTAL ASSISTANCE TO HELP SUPPORT YOUTH IN THE TRANSITIONAL LIVING PROGRAM AT FRANCIS PLACE, IN THE AMOUNT OF $36,990, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $442,652 (AB2018-156)

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A GRANT AGREEMENT BETWEEN WHATCOM COUNTY AND THE WASHINGTON DEPARTMENT OF ECOLOGY TO RECEIVE FUNDING FOR OPERATION OF A FIXED TOXICS FACILITY USED FOR THE PROPER DISPOSAL AND RECYCLING OF MODERATE RISK WASTES AND RURAL WASTE OIL AND ANTIFREEZE COLLECTION STATIONS, IN THE AMOUNT OF $196,714.64 (AB2018-157)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A GRANT AGREEMENT BETWEEN WHATCOM COUNTY AND THE WASHINGTON DEPARTMENT OF ECOLOGY TO RECEIVE FUNDING FOR SOLID WASTE COMPLIANCE MANAGEMENT AND LITTERING AND ILLEGAL DUMPING ENFORCEMENT SERVICES, IN THE AMOUNT OF $134,811.14 (AB2018-158)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A 5 YEAR LEASE AGREEMENT, WITH TWO 5-YEAR LEASE RENEWAL OPTIONS, BETWEEN WHATCOM COUNTY AND THE PORT OF BELLINGHAM FOR USE OF THE PROPERTY LOCATED AT 3720 WILLIAMSON WAY IN THE MONTHLY AMOUNT IN YEARS 1 AND 2 OF $1,288.98 AND IN YEARS 3 THROUGH 5, THE AMOUNT OF $1,353.43 (AB2018-159)

OTHER ITEMS

1. ORDINANCE AMENDING THE WHATCOM COUNTY BUDGET, SEVENTH REQUEST, IN THE AMOUNT OF $1,861,232 (AB2018-150)

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

Byrd moved to withdraw items three through seven.

The motion to amend was seconded.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

Councilmembers discussed the proper procedure to amend the ordinance.

Browne moved to rescind the last vote.

The motion to rescind was seconded.
The motion to rescind carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

Byrd moved to amend to remove items three through seven from the ordinance.

The motion was seconded.

Councilmembers discussed working on homeless issues in the community through funding and hiring more staff versus contributing directly to programs such as HomesNOW pilot programs.

Regina Delahunt, Health Department Director, answered questions.

Donovan moved to call the question.

The motion to call the question was seconded.

The motion to call the question carried by the following vote:

Ayes: Ballew, Byrd, Browne, Buchanan, Donovan, and Sidhu (6)
Nays: Brenner (1)

Byrd restated the motion to amend to remove items three through seven from the ordinance.

The motion to amend failed by the following vote:

Ayes: Byrd (1)
Nays: Ballew, Brenner, Browne, Buchanan, Donovan, and Sidhu (6)

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Donovan, and Sidhu (6)
Nays: Byrd (1)

2. ORDINANCE ESTABLISHING THE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES SPECIAL REVENUE FUND (AB2018-151)

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

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

3. ORDINANCE CLOSING THE POTTER ROAD – SOUTH FORK BRIDGE NO. 148 REPLACEMENT PROJECT FUND 342 (AB2018-152)

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

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

4. ORDINANCE CLOSING THE 2015 COUNTY ROADWAY SAFETY PROGRAM FUND 355 (AB2018-153)

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

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

5. ORDINANCE CLOSING THE CEDAR HILLS/EUCLID STORM WATER IMPROVEMENTS PROJECT FUND 367 (AB2018-154)

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

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

6. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AUTHORIZE THE PURCHASE, USING WASHINGTON STATE CONTRACT #00816, OF A REPLACEMENT LOWBOY TRAILER FROM VENDOR PAPE MACHINERY, INC., IN THE AMOUNT OF $89,526.76 (FROM MAY 8) (AB2018-144)

Sidhu reported for the Finance and Administrative Services Committee and moved to approve the request.

The following staff answered questions:
- Jon Hutchings, Public Works Department Director
- Jack Louws, County Executive

Staff and councilmembers discussed the costs of repair and the costs of a new trailer, how the trailer is used, equipment replacement schedules, replacement accrual rates, costs if the equipment were to break down, and breakdown issues regardless of whether or not the equipment was new.

Buchanan moved to call the question.

The motion was seconded.

The motion to call the question carried by the following vote:
Ayes: Ballew, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: Brenner (1)

The motion to approve the request carried by the following vote:
Ayes: Ballew, Browne, Buchanan, Donovan, and Sidhu (5)
Nays: Byrd and Brenner (2)

Add Item. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT (AMENDMENT NO. 2) BETWEEN WHATCOM COUNTY AND THE COUNTY ROAD ADMINISTRATION BOARD (CRAB) TO ALLOW THE COUNTY TO RECEIVE ADDITIONAL RURAL ARTERIAL PROGRAM (RAP) GRANT FUNDING FOR THE EAST SMITH ROAD PAVEMENT REHABILITATION PROJECT (EVERSON-GOSHEN ROAD TO SR-542) (AB2018-164)

Sidhu reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

7. DISCUSSION AND DIRECTION FROM COUNCIL ON POTENTIAL WHATCOM COUNTY CODE AMENDMENTS AND PROJECTS TO HELP PEOPLE WHO ARE EXPERIENCING HOMELESSNESS (AB2018-072B)

Byrd reported for the Planning and Development Committee.

8. ORDINANCE ESTABLISHING WHATCOM COUNTY CODE CHAPTER 2.126, CREATING THE WHATCOM COUNTY BUSINESS AND COMMERCE ADVISORY COMMITTEE (AB2018-132A)

Browne reported for the Special Committee of the Whole and moved to adopt the substitute ordinance as amended by committee, including adding two voting positions that will represent the agriculture industry and the energy sector industry, for a total of 18 members.

The motion to adopt as amended by committee carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

9. DIRECTION ON COMPREHENSIVE PLAN AMENDMENTS REQUESTED BY COUNCIL THROUGH RESOLUTION 2018-015 RELATING TO THE CHERRY POINT URBAN GROWTH AREA (FROM MAY 8) (AB2018-076C)

Browne reported for the Special Committee of the Whole and stated this item is held in committee.

10. APPOINTMENT OF ONE COUNCILMEMBER TO SERVE ON THE WHATCOM COUNTY LAKE WHATCOM STORMWATER UTILITY ADVISORY COMMITTEE AS A NON-VOTING REPRESENTATIVE (AB2018-140A)

Buchanan moved to appoint Councilmember Donovan.

The motion was seconded.
The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)

11. RESOLUTION AMENDING RESOLUTION 2017-045 TO REVISE COUNTY COUNCIL MEETING DATE SCHEDULE FOR 2018 (AB2018-162)

*Brenner moved* to approve the resolution.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. APPOINTMENT TO THE WHATCOM COUNTY PLANNING COMMISSION, PARTIAL TERM ENDING JANUARY 31, 2021, REPRESENTING DISTRICT 1, APPLICANTS: TONY FREELAND, KIMBERLEY LUND (FROM MAY 8) (AB2018-133)

(Clerk’s Note: Council nominated the two applicants at the previous Council meeting on May 8.)

Councilmembers discussed the experience of the applicants.

Councilmembers voted as follows:

Freeland: Brenner, Byrd, and Sidhu (3)

Lund: Ballew, Browne, Buchanan, and Donovan (4)

The Council appointed Kimberley Lund.

INTRODUCTION ITEMS

*Byrd moved* to accept the Introduction Items.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)

1. ORDINANCE AMENDING WHATCOM COUNTY CODE 3.08, PURCHASING SYSTEM (AB2018-160)
2. ORDINANCE ESTABLISHING WHATCOM COUNTY CODE 1.32, ADOPTING RULES REGARDING COMPLIANCE WITH CHAPTER 42.56 RCW, PUBLIC RECORDS ACT (AB2018-155)

3. ORDINANCE AMENDING WHATCOM COUNTY CODE 8.11, SOLID WASTE RECYCLING AND COLLECTION DISTRICT, AND 8.10, SOLID WASTE RESIDENTIAL RECYCLING COLLECTION, REGARDING SOLID WASTE COLLECTION IN POINT ROBERTS (AB2018-146A)

4. ORDINANCE ADOPTING AMENDMENTS TO WHATCOM COUNTY CODE TITLE 2 ADMINISTRATION AND PERSONNEL; TITLE 9 PUBLIC PEACE, MORALS AND WELFARE; TITLE 15, BUILDING AND CONSTRUCTION; TITLE 16 ENVIRONMENT; TITLE 20 ZONING; TITLE 21 LAND DIVISION REGULATIONS; TITLE 23 SHORELINE MANAGEMENT PROGRAM; TITLE 24 HEALTH; AND CREATING A NEW TITLE 22 LAND USE AND DEVELOPMENT PROCEDURES; TO RELOCATE AND REVISE PROCEDURES FOR LAND USE AND DEVELOPMENT RELATED PROJECT PERMITS AND LEGISLATIVE ACTIONS (AB2018-056)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Committee chairs reported on other committee discussions.

Councilmembers gave updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 9:25 p.m.

The County Council approved these minutes on ______________  2018.

ATTEST:             WHATCOM COUNTY COUNCIL
                     WHATCOM COUNTY, WASHINGTON

______________________________  ___________________________
Dana Brown-Davis, Council Clerk   Rud Browne, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Special Committee of the Whole

June 5, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 2:56 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL


Absent: None.

COMMITTEE DISCUSSION

1. DIRECTION ON COMPREHENSIVE PLAN AMENDMENTS REQUESTED BY COUNCIL THROUGH RESOLUTION 2018-015 RELATING TO THE CHERRY POINT URBAN GROWTH AREA (AB2018-076C)

Matt Aamot, Planning and Development Services Department, submitted a handout (on file) and gave a presentation beginning on handout page 11, and requested Council direction on materials and substances to be regulated. He answered questions.

The following staff answered questions:
• Mark Personius, Planning and Development Services Department
• Karen Frakes, Prosecutor’s Office

Staff and councilmembers discussed aligning the definitions with the Department of Ecology, the difference between hazardous materials and hazardous substances, what types of hazardous materials should be regulated, whether any other jurisdictions in the country have some type of similar definitions and restrictions, keeping the definition broad or narrower and more specific, the threshold for State Environmental Policy Act (SEPA) review, and historic and current use of the Cherry Point pier to export gas.

Browne moved to amend the zoning code to adopt the same definitions as is used in the shoreline management program for hazardous materials and hazardous substances.

The motion was seconded.

Councilmembers discussed whether the definitions would make the zoning code more or less restrictive.

The motion carried by the following vote:
Ayes: Ballew, Browne, Buchanan, Donovan, and Sidhu (5)
Nays: Brenner and Byrd (2)

Staff and councilmembers discussed the matrix of uses and options for amending the zoning code on handout page 15, the differences between zoning code amendments and shoreline code amendments, whether to process any amendments to the Shoreline Program now or with the 2020 update, and membership on citizen and technical advisory committees to the 2020 Shoreline Program Update.

**Brenner moved** to keep the existing code and permitting requirements for all options in the matrix.

The motion was seconded.

Councilmembers discussed how they are just giving staff direction on how to write a draft ordinance. They are not making any decisions on the code at this time.

The motion failed by the following vote:

Ayes: Brenner and Byrd (2)

Nays: Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

Councilmembers and staff discussed whether to process any amendments to the Shoreline Program now or with the 2020 Shoreline Program Update.

**Donovan moved** to move forward now with Comprehensive Plan and zoning code amendments.

The motion was seconded.

The motion carried by the following vote:

Ayes: Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

Nays: Brenner and Byrd (2)

**Donovan moved** to request staff to develop language for zoning conditional use permits for all uses in the matrix, except the additional pier.

The motion was seconded.

Councilmembers and staff discussed getting public input in addition to three minutes at a public hearing.

The motion carried by the following vote:

Ayes: Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

Nays: Brenner and Byrd (2)

Councilmembers and staff discussed whether the allowance for the additional pier is vested and updating the Comprehensive Plan for consistency with the shoreline regulations for the additional pier.

**Donovan moved** to accept option three in the matrix on page 20 of the handout, to amend the Comprehensive Plan and zoning amendment to prohibit additional piers.
The motion was seconded.

The motion carried by the following vote:

**Ayes:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

**Nays:** Brenner and Byrd (2)

**Browne moved** to request staff to include a review of Policy 2CC-16 to broaden the definition to anything that is a hazardous substance according to the State Washington Administrative Code (WAC).

The motion was seconded.

Councilmembers discussed whether or not a broader definition would create unwanted discretion in interpretation.

The motion carried by the following vote:

**Ayes:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

**Nays:** Brenner and Byrd (2)

Councilmembers discussed empowering a specific advisory committee regarding the proposed ordinance that comes forward.

This item will be held in committee to discuss SEPA policy, master site planning, and reviewing and revising provisions for change of use.

**OTHER BUSINESS**

There was no other business.

**ADJOURN**

The meeting adjourned at 4:25 p.m.

The Council approved these minutes on ______________, 2018.

ATTEST: WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Rud Browne, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Regular County Council Meeting

June 5, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL


Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

PUBLIC HEARINGS

1. ORDINANCE AMENDING WHATCOM COUNTY CODE 8.11, SOLID WASTE RECYCLING AND COLLECTION DISTRICT, AND WHATCOM COUNTY CODE 8.10, SOLID WASTE AND RESIDENTIAL RECYCLING COLLECTION REGARDING SOLID WASTE COLLECTION IN POINT ROBERTS (AB2018-146B)

Jeff Hegedus, Health Department, submitted a final order from the Utilities and Transportation Commission (UTC) regarding Points Recycling and Refuse (on file) and a handout of proposed amendments (on file). He gave a staff report on the process and amendments. He answered questions on whether the tax collected is a payment for services before or after services are provided, how often the County reviews exemptions, how rates are set and reviewed by the UTC, whether fees collected on the tax bill are refunded if someone moves out of Point Roberts, how the UTC determines a contractor is qualified, the proposed rate, and how the UTC determines whether a business expense is a valid cost.

David Gallatly answered questions on the UTC audit process.

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

Craig Grossman stated he supports the ordinance. The permanent residents and voters of Point Roberts need the service to prevent illegal dumping and to protect their environmentally sensitive area.
Arthur Reber stated he supports the ordinance. This process has been going on for two years, and there have been many opportunities for people to comment. Don’t delay. The service is to prevent health hazards from illegal garbage dumping. Mr. Hegedus’s work on this project and with the community has been extraordinary.

Kristen Rock stated she supports the ordinance to prevent illegal dumping. Mandatory garbage pickup is required almost everywhere else.

Louise Cassidy stated she would like a delay in the decision. There should be incentives to reduce waste. Compare Point Roberts to other remote resort communities. Staff and the UTC have not reviewed the service provider’s financial proposal.

Samantha Scholefield stated she would like a delay in the decision. The level of mandated garbage pickup is too large. The UTC needs to do a better review of the current operator’s financial information. She answered questions on the previous service provider’s financial information.

Kimberly Butts submitted and read from a handout (on file) and stated she would like a delay in the decision.

Ken Calder submitted a petition of people asking for a delay in the decision and spoke about the service provider’s financial information.

Annette Madden stated she is opposed to the high minimum standard in the ordinance and spoke about the lack of financial review. A community survey was not given to everyone.

Mark Robbins, Point Roberts Taxpayers Association President, referenced the letter he sent and stated he supports the ordinance. Prevent the dumping of illegal household waste. Figure out a way to allow self-haulers to use their disposal tags at the transfer station. The transfer station needs improvements, commercial recycling, and other anti-waste measures.

Harry Kish stated he supports allowing self-haulers to use their hauling tags at the transfer station. Requiring one pickup per month is plenty.

Heidi Baxter submitted handouts (on file) and stated allow people to self-haul if they prefer. She described the garbage collection system on Lopez Island. She is opposed to the ordinance.

Dee Gough, Chamber of Commerce President, stated the Chamber supports the ordinance to prevent illegal garbage dumping. She supports the ordinance. Don’t delay adoption. It’s a flat fee for garbage service, just like they pay a flat fee for water, regardless of how much water they use.

Jeff Christopher, Point Roberts Community Advisory Committee Chair, stated he supports the ordinance. The Health Department staff have been helping the community work through this issue for 30 months, and have provided outstanding service. Volunteers picked up over 1,100 pounds of garbage so far this year, before the season has even started.
B.J. Kish stated she is against the ordinance. The proposed level of service is too high, and she prefers to self-haul. Not everyone received the survey.

Bronwyn Glor stated she supports the ordinance to solve the problem of illegal dumping.

Matt Perich stated the current system does not work. He supports the proposed ordinance, because it removes the incentive to cheat. It’s unreasonable to expect a private business owner not to make a profit.

Pat Alesse stated people are charged year-round for sewer, water, and lighting in Birch Bay, regardless of whether or not they are full-time residents.

Hearing no one else, Browne closed the public hearing.

**Donovan moved** to adopt the ordinance.

The motion was seconded.

Councilmembers discussed the lack of Health Department oversight over those people who have exemptions; encouraging people to reduce their garbage; a community subcommittee; a flat fee achieving economies of scale; the benefits of garbage collection; paying for community services that may or may not be used, such as police service; the trend toward recycling; the possibility of creating a sunset clause to force a review in two years; whether or not there is a monopoly on the service in Point Roberts; the impacts of illegal garbage dumping; costs of garbage service; the service provider’s financial information; whether mandated garbage service would make an impact on the landfills; whether illegal dumping would continue to occur; and the possibility of stronger anti-dumping fines and rules.

The motion to adopt carried by the following vote:

**Ayes:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

**Nays:** Brenner and Byrd (2)

**Browne moved** to reconsider the previous vote

The motion was seconded.

The motion to reconsider carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)

**Nays:** None (0)

Browne restated the motion to adopt.

**Sidhu moved** to amend 8.10.040(D), “Effective January 1, 2019…the minimum required curbside collection service shall be 26 annual pickups, to occur at the discretion of the customer on any day of the approved every other week garbage collection schedule, of a 32 gallon can....”
The motion to amend was seconded.

Councilmembers and staff discussed whether the disposal tags are transferrable.

**Byrd suggested a friendly amendment** to change the number of 26 pickups to 12 pickups.

Councilmembers and staff discussed whether 12 annual pickups per customer instead of 26 would be feasible for the service provider.

**Sidhu did not accept** the friendly amendment.

The motion to amend carried by the following vote:

- **Ayes:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)
- **Nays:** Brenner and Byrd (2)

**Donovan moved** to adopt the ordinance as amended.

The motion was seconded.

The motion to adopt as amended carried by the following vote:

- **Ayes:** Ballew, Browne, Buchanan, Donovan, and Sidhu (5)
- **Nays:** Brenner and Byrd (2)

**Brenner moved** to take a break.

The motion was seconded.

The motion carried by the following vote:

- **Ayes:** Ballew, Browne, Brenner, Byrd, Donovan, and Sidhu (6)
- **Nays:** None (0)
- **Abstains:** Buchanan (1)

(Clerk’s Note: The Council took a break at 9:10 p.m.)

2. **ORDINANCE ADOPTING AMENDMENTS TO WHATCOM COUNTY CODE TITLE 2 ADMINISTRATION AND PERSONNEL; TITLE 9 PUBLIC PEACE, MORALS AND WELFARE; TITLE 15, BUILDING AND CONSTRUCTION; TITLE 16 ENVIRONMENT; TITLE 20 ZONING; TITLE 21 LAND DIVISION REGULATIONS; TITLE 23 SHORELINE MANAGEMENT PROGRAM; TITLE 24 HEALTH; AND CREATING A NEW TITLE 22 LAND USE AND DEVELOPMENT PROCEDURES; TO RELOCATE AND REVISE PROCEDURES FOR LAND USE AND USED DEVELOPMENT RELATED PROJECT PERMITS AND LEGISLATIVE ACTIONS (AB2018-056)

Amy Keenan, Planning and Development Services Department, gave a staff report.

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

Patrick Alesse stated he supports the ordinance.
Hearing no one else, Browne closed the public hearing.

Brenner moved to adopt the ordinance.

The motion was seconded.

Councilmembers discussed vesting with shoreline exemptions.

The motion to adopt carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, and Sidhu (6)

**Nays:** Donovan (1)

**OPEN SESSION**

The following people spoke:

- Jim Peterson, HomesNOW, spoke about the HomesNOW project and homeless issues in Whatcom County.
- Annette Madden spoke about the ordinance amending the Solid Waste Recycling and Collection District and Whatcom County Code 8.10 for Point Roberts (AB2018-146B).
- Joseph Dow spoke about Christianity.
- Ken Calder spoke about the ordinance amending the Solid Waste Recycling and Collection District and Whatcom County Code 8.10 for Point Roberts (AB2018-146B).
- Eddy Ury, ReSources for Sustainable Connections, submitted a handout *(on file)* and spoke about the Comprehensive Plan relating to the Cherry Point Urban Growth Area (AB2018-076C).
- Marcus D. Stidham, HomesNOW, spoke about the HomesNOW project and homeless issues in Whatcom County.
- Patrick Alesse spoke about homeless issues in Whatcom County.

Brenner moved to adopt an ordinance that allows any non-profit to provide housing for homeless people, preferably tiny homes housing.

The motion was seconded.

The following staff answered questions:

- Karen Frakes, Prosecutor’s Office
- Dana Brown-Davis, Clerk of the Council
- Mark Personius, Planning and Development Services Department

Staff and councilmembers discussed the specific stated conditions and requirements of an emergency ordinance, the Council’s direction to staff at the previous meeting and the staff’s progress on allowing homeless encampments, whether the Council can legally adopt an emergency ordinance that is not in writing, whether an emergency exists, and long-term needs and solutions for the homeless community.

Brenner withdrew the motion.
CONSENT AGENDA

Browne reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through three.

Byrd withdrew item one.

The motion to approve Consent Agenda items two and three carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
Nays: None (0)
Absent: Sidhu (1)

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND OPPORTUNITY COUNCIL TO PROVIDE PARTIAL SUPPORT FOR 24/7/365 FACILITY-BASED STAFFING AT 22 NORTH, A FORTY-UNIT APARTMENT BUILDING SUPPLYING AFFORDABLE, PERMANENT SUPPORTIVE HOUSING FOR INDIVIDUALS EXPERIENCING BEHAVIORAL HEALTH AND OTHER HEALTH PROBLEMS AND WHO HAVE A HISTORY OF HOMELESSNESS, IN THE AMOUNT OF $250,000 (AB2018-170)

Browne reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion to approve carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, and Donovan (5)
Nays: None (0)
Absent: Sidhu (1)
Abstains: Byrd (1)

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND OPPORTUNITY COUNCIL TO PROVIDE RENTAL ASSISTANCE, UTILITY ASSISTANCE, AND ESSENTIAL NEEDS FOR RECIPIENTS OF THE WASHINGTON STATE DEPARTMENT OF COMMERCE HOUSING AND ESSENTIAL NEEDS PROGRAM, IN THE AMOUNT OF $1,087,355 (AB2018-171)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND TETRA TECH TO PROVIDE ADDITIONAL FUNDS TO SUPPLEMENT THE ORIGINAL ENGINEERING SERVICES CONTRACT TO ACCOMMODATE AN ENLARGED PROJECT AREA FOR THE DESIGN OF THE BIRCH BAY DRIVE OUTFALL IMPROVEMENTS PROJECT, IN THE AMOUNT OF $25,302, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $83,810 (AB2018-172)
OTHER ITEMS

1. ORDINANCE AMENDING WHATCOM COUNTY CODE 3.08, PURCHASING SYSTEM (AB2018-160)

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

Jon Hutchings, Public Works Department Director, answered questions.

Councilmembers and staff discussed the checks-and-balances between the County administration and County Council and the amounts that can be approved administratively.

The motion carried by the following vote:
Ayes: Ballew, Browne, Buchanan, Byrd, and Donovan (5)
Nays: Brenner (1)
Absent: Sidhu (1)

2. ORDINANCE ESTABLISHING WHATCOM COUNTY CODE 1.32, ADOPTING RULES REGARDING COMPLIANCE WITH CHAPTER 42.56 RCW, PUBLIC RECORDS ACT (AB2018-155)

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

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
Nays: None (0)
Absent: Sidhu (1)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO AWARD BID #18-18, ENTER INTO A CONTRACT BETWEEN THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND IVERSON EARTH WORKS, LLC FOR THE MARINE DRIVE LEVEE REPAIR IN THE AMOUNT OF $197,549.42, AND REQUEST COUNCIL TO APPROVE THE INCREASE IN THE ESTIMATED CAPITAL COST OF THE MARINE DRIVE LEVEE REPAIR FROM $200,000 TO $300,000, AND AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE CONTRACTS UP TO THE INCREASED ESTIMATED CAPITAL COST (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) (AB2018-166)

Byrd reported for the Finance and Administrative Services Committee.

Jon Hutchings, Public Works Department Director, answered questions.

Councilmembers and staff discussed miscellaneous expenses.

Donovan moved to adopt the ordinance.

The motion was seconded.
The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
**Nays:** None (0)
**Absent:** Sidhu (1)

4. **REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND WHATCOM CONSERVATION DISTRICT TO PROVIDE ADDITIONAL FUNDING AND TO EXTEND THE PERIOD OF PERFORMANCE TO SUPPORT THE WHATCOM COUNTY POLLUTION IDENTIFICATION AND CORRECTION PROGRAM, IN THE AMOUNT OF $181,700, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $535,066 (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) (AB2018-167)

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

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
**Nays:** None (0)
**Absent:** Sidhu (1)

5. **RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO ACT AS THE AUTHORIZED REPRESENTATIVE ON BEHALF OF WHATCOM COUNTY FOR WASHINGTON STATE RECREATION AND CONSERVATION OFFICE WASHINGTON WILDLIFE AND RECREATION FARMLAND PRESERVATION PROJECT GRANTS (AB2018-168)

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

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
**Nays:** None (0)
**Absent:** Sidhu (1)

6. **REQUEST AUTHORIZATION FOR APPROVAL OF PUD NO. 1’S REQUEST FOR EDI FUNDING IN THE AMOUNT OF $1.6 MILLION AS RECOMMENDED BY THE EDI BOARD IN SUPPORT OF THE GRANDVIEW/NORTHGATE WATER SUPPLY PIPELINE PROJECT, AS A LOAN IN THE AMOUNT OF $800,000, AND A GRANT IN THE AMOUNT OF $800,000 (AB2018-169)

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

The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
**Nays:** None (0)
EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S REAPPOINTMENT OF GEORGIANN DUSTIN, SHIRLEY FORSLOF, AND JOAN FORTUNE TO THE NORTHWEST SENIOR SERVICES BOARD (AB2018-175)

Donovan moved to confirm the appointments.

The motion was seconded.

The motion carried by the following vote:
Ayes:    Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
Nays:    None (0)
Absent:  Sidhu (1)

2. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF COLLIN VAN SLYKE TO THE DEVELOPMENT STANDARDS TECHNICAL ADVISORY COMMITTEE (AB2018-176)

Buchanan moved to confirm the appointment.

The motion was seconded.

The motion carried by the following vote:
Ayes:    Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
Nays:    None (0)
Absent:  Sidhu (1)

INTRODUCTION ITEMS

Brenner moved to accept the Introduction Items.

The motion was seconded.

The motion carried by the following vote:
Ayes:    Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
Nays:    None (0)
Absent:  Sidhu (1)

1. RESOLUTION AUTHORIZING USE AND ESTABLISHING EXPENDITURE AUTHORITY FOR POINT ROBERTS TRANSPORTATION BENEFIT DISTRICT TAX REVENUE FUNDS FOR TYEE DRIVE STREETSCAPE CORRIDOR LANDSCAPE MAINTENANCE (COUNCIL ACTING AS THE GOVERNING BODY FOR THE POINT ROBERTS BENEFIT DISTRICT) (AB2018-174)
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.

2. ORDINANCE ADOPTING AMENDMENTS TO THE POINT ROBERTS AND WISER LAKE LAMIRD REQUIREMENTS (AB2018-177)

3. ORDINANCE AMENDING THE WHATCOM COUNTY BUDGET, EIGHTH REQUEST, IN THE AMOUNT OF $44,642 (AB2018-178)

4. ORDINANCE AMENDMENT NO. 1 TO ORDinance NO. 2017-046 ESTABlisHING THE TRIAGE CENTER EXPANSION FUND AND ESTABlisHING A PROJECT BASED BUDGET FOR THE TRIAGE CENTER EXPANSION PROJECT (AB2018-179)

5. ORDINANCE AUTHORIZING AN INTERFUND LOAN TO CONTINUE FINANCING OF CENTRAL PLAZA BUILDING (AB2018-180)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Committee chairs reported on committee discussions.

Councilmembers gave updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 10:30 p.m.

The County Council approved these minutes on __________, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ___________________________
Dana Brown-Davis, Council Clerk   Rud Browne, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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<th>Source</th>
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TITLE OF DOCUMENT:

A Resolution Authorizing Use and Establishing Expenditure Authority for Point Roberts Transportation Benefit District Tax Revenue Funds for Tyee Drive Streetscape Corridor Landscape Maintenance.

ATTACHMENTS:

1. Memorandum to County Executive and Council
2. Point Roberts Community Advisory Committee, Transportation Benefit District Funds Allocation Request letter for Point Roberts Garden Club Tyee Drive Corridor Landscape Maintenance
3. Resolution No. 91-439, Establishing Point Roberts Transportation Benefit District.
4. Proposed Resolution
5. Supplemental Budget Request

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( X ) NO
Should Clerk schedule a hearing? ( X ) Yes ( ) NO
Requested Date: June 19, 2018

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 Resolution, by the Governing Body of the Point Roberts Transportation Benefit District, authorizes use of District gas tax revenue funds, and establishes an approved 2018 budget, not to exceed $20,000, to spend District tax revenue funds for the purpose of recurring landscape vegetation maintenance work within the Tyee Drive streetscape corridor between Benson Road and Gulf Road.

COMMITTEE ACTION:

6/5/2018: Discussed

COUNCIL ACTION:

6/5/2018: Introduced 6-0, Sidhu absent (Council acting as the Governing body for the Point Roberts Benefit District

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
JACK LOUWS
COUNTY EXECUTIVE

To: The Honorable Jack Louws, Whatcom County Executive, and Honorable Members of the Whatcom County Council / Governing Body of the Point Roberts Transportation Benefit District

Through: Jon Hutchings, Public Works Director

From: Joseph Rutan, P.E., County Engineer/Assistant Director
       Brian Walker, Senior Engineering Technician, Public Works

Date: May 16, 2018

Re: Point Roberts Transportation Benefit District Tax Revenue Funds Allocation for Tyee Drive Streetscape Corridor Landscape Vegetation Maintenance Work

Requested Action
Public Works respectfully requests approval of the attached Resolution and associated Supplemental Budget Request authorizing the use of Point Roberts Transportation Benefit District gas tax revenue funds, and establishing spending authority budget for 2018.

Background and Purpose
The Point Roberts Community Advisory Committee (PRCAC), with the concurrence and support of Public Works staff, are requesting budget authority to spend Point Roberts Transportation Benefit District funds for the purpose of engaging in contracted landscape vegetation maintenance work within the Tyee Drive streetscape. For about ten years, the Point Roberts Garden Club, in cooperation with Whatcom County Public Works, has utilized private funding and volunteer labor to maintain this community focal point in the local transportation system on Tyee Drive from Benson Road to Gulf Road. Due to an aging volunteer base in the Garden Club, the Point Roberts community has requested that Transportation Benefit District funds be utilized to assist financing the ongoing maintenance of this streetscape by hiring a contractor to perform the necessary specialized landscape maintenance work to care for ornamental flower beds, shrubs and street trees.

Funding Amount and Source
Total costs for a maintenance contract in 2018 are estimated not to exceed $20,000, and is requested to be allocated with budget authority from the Point Roberts Transportation Benefit District ‘gas tax’ funds. The Point Roberts Transportation Benefit District was established in 1991, per Resolution No. 91-439, and collects a one-cent per gallon tax on gasoline sales within the District boundary, to be used for transportation purposes as allowed by state law. Funding of recurring landscape maintenance in future years beyond 2018, shall be established per future resolutions requesting budget authority from the Point Roberts Transportation Benefit District Governing Body.

Please contact Brian Walker, Senior Engineering Technician in Public Works Design/Construction at (360) 778-6266 if you have any questions or concerns regarding this request.
March 28, 2018

Members of Whatcom County Council
County Executive Jack Louws
Whatcom County Executive Offices
311 Grant Avenue
Bellingham, WA 98225

RE: Point Roberts Community Advisory Committee, Transportation Benefit District Funds Allocation Request for Tyee Drive Streetscape Corridor Landscape Maintenance Work

Dear Councilors and Executive Louws;

In January, 2010, and by unanimous consent, Whatcom County Council passed Ordinance number 2010-008 establishing the Point Roberts Community Advisory Committee (PRCAC). Its role—simply put—was to represent the needs and issues specific to the Point Roberts community as one voice. As the elected chair of that organization, and with the unanimous consent of PRCAC (relevant minutes attached), I’m pleased to present a plan for your consideration and approval, which utilizes a portion of accumulated Transportation Benefit District (TBD) funding for the ongoing care and maintenance of the Point’s Tyee Beautification Corridor; a collaborative effort between the Point Roberts Garden Club and Whatcom County Public Works.

Perhaps our communities’ signature and best respected civic organization, the Point Roberts Garden Club utilizes private funding and volunteer labor in the promotion of gardening events and activities—both on public and private properties—which focus on the natural beautification of our community. Approximately ten years ago, and with the assistance of TBD funding through the county, the Garden Club commenced the Tyee Beautification Corridor Project, in which an approximately 1000 yard stretch of Tyee Road—our communities’ primary access corridor—was stripped of a blight of broken concrete and invasive weeds and was transformed into a landscape of native trees, foundation plants and flowers. Obviously, ongoing maintenance of such a project has been a formidable task, but such has been achieved largely through the coordinated efforts of a group of dedicated Garden Club volunteers. Unfortunately, as the volunteer base has aged, the work has begun to overwhelm them and, without third party assistance, the corridor will decline and the investment degrade.

Approval of this project will apportion approximately one to two percent of existing TBD funds into paying a professional landscaper to cost-effectively compliment the efforts of the volunteers while protecting a decades’ worth of investment.
By copy of this memo, I would like to acknowledge the efforts of both the Garden Club executive and its president, Scott Hackleman, as well as the excellent leadership on this file provided by Messrs Joe Rutan and Brian Walker and their staff at the counties’ Public Works Department. I’m quite pleased to answer any questions or address any issues that you may have.

Many thanks in advance, from the entire Point Roberts community, for your consideration of this proposal

Kind Regards

[Signature]

Jeffrey Christopher

Chair; Point Roberts Community Advisory Committee
A resolution adopting for Point Roberts Transportation Benefit District a one cent ($0.01) per gallon tax on the sale of gasoline within the boundaries of said District; designating the revenues for street maintenance and construction purposes; providing for the method of collection by Whatcom County; providing for a penalty for late payment; and repealing or amending any ordinances and resolutions in conflict herewith.

**SUMMARY STATEMENT:**

This resolution formally adopts the Point Roberts Transportation Benefit District one cent per gallon gas tax as approved by the voters at the general election of November 5, 1991. The resolution also sets forth the collection process, penalties and interest and records required.

**ORIGINATOR'S RECOMMENDED ACTION:**

**COMMITTEE ACTION (including dates):**

COUNCIL ACTION (including dates):
1/7/92: Resolution approved with amendment, 7-0.
A Resolution by the Governing Body of the
Point Roberts Transportation Benefit District

RESOLUTION NO. 92-002

A RESOLUTION ADOPTING FOR POINT ROBERTS TRANSPORTATION BENEFIT DISTRICT A ONE CENT ($0.01) PER GALLON TAX ON THE SALE OF GASOLINE WITHIN THE BOUNDARIES OF SAID DISTRICT, DESIGNATING THE REVENUES FOR STREET MAINTENANCE AND CONSTRUCTION PURPOSES; PROVIDING FOR THE METHOD OF COLLECTION BY WHATCOM COUNTY; PROVIDING FOR A PENALTY FOR LATE PAYMENT; AND REPEALING OR AMENDING ANY ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWIT.

WHEREAS, a new chapter has been added to RCW Title 82 to allow transportation benefit districts which have within its boundaries an international border crossing to enact a local option gas tax within the district boundaries; and,

WHEREAS, the proposal for enactment of the local option gasoline tax was approved by the voters of the Point Roberts Transportation Benefit District at the general election of November 5, 1991;

NOW, THEREFORE, BE IT RESOLVED by the legislative body of the Point Roberts Transportation Benefit District as follows:

SECTION 1. There shall be levied upon and shall be collected from and paid as provided in this resolution a tax of one cent ($0.01) per gallon tax on the retail sale of gasoline within the boundaries of the Point Roberts Transportation Benefit District.

SECTION 2. Gasoline to be taxed under this resolution is motor vehicle fuel or special fuel as defined by RCW Chapters 82.36 and 82.38 as now existing or as may hereinafter be amended.

SECTION 3. The gross proceeds of the tax collected under this resolution, less amounts deducted by Whatcom County for administration and collection expenses, if any, shall be used solely for transportation purposes as is allowed by state law within said District boundaries.

SECTION 4. COLLECTION OF TAX. The administration and collection of tax imposed by this resolution shall be coordinated by the Whatcom County Treasurer acting ex officio
and independently as the treasurer of the District as required by RCW 36.73.020. Remittance of the amount due shall be accompanied by a completed tax return form as may be described and provided by the Treasurer. Tax may be collected at least quarterly but, in any event, not more frequently than monthly. The taxpayer shall be required to swear and affirm that the information given on the return is true and correct. The Point Roberts Transportation Benefit District, through the Treasurer’s office, may adopt from time to time such rules and regulations as may be reasonable and necessary to enable the collection of the gas tax as anticipated herein.

SECTION 5. PAYMENT. The taxes imposed by this resolution shall be computed and remitted to the Point Roberts Transportation Benefit District along with the required form on the basis of activity during each calendar month and shall be due and payable by the 25th day of the following month, or payment period as designated by the Treasurer, by check, money order or cash. If payment is made by draft or check, the tax shall not be deemed paid until the draft or check is honored in the usual course of business; nor shall the acceptance of any sum by the Treasurer be an acquittance of discharge of the tax unless the amount paid is the full amount due.

SECTION 6. DELINQUENT PAYMENT OF TAX/PENALTY. If full payment of any tax or fee due under this resolution is not received by the Treasurer on or before the date due, there shall be added to the amount due a penalty of eighteen percent (18%) of the delinquent amount.

Failure to make payment in full of all tax amounts, and penalties, within sixty (60) days following the date the tax amount initially became due shall be a violation of this section and shall constitute a debt to the Point Roberts Transportation Benefit District, and may be collected by court proceedings the same as any other debt in like amount which shall be in addition to all other existing remedies.

SECTION 7. RECORDS REQUIRED. Each business engaged in the sale of gasoline, as defined in Section 1, shall maintain records regarding the sale of gasoline which truly, completely and accurately disclose all information necessary to determine the tax liability hereunder during each tax period (month). Such records shall be kept and maintained for a period of not less than three (3) years.

All books and records kept in accordance with this section shall be subject to, and made available for inspection and audit at any time upon demand by the Treasurer for purposes of enforcing the provisions of this resolution.

The monthly report may be submitted to the Treasurer along with the form for the payment of taxes.

SECTION 8. GAS TAX LIEN. The Point Roberts Transportation Benefit District reserves the right to file a lien with the Whatcom County Auditor against the real property
distributing said retail gasoline within the District for which a tax is owing and delinquent under this resolution. Once a tax delinquency under this resolution has been reduced to judgement and a lien has been filed therefore, as provided for therein, this gas tax lien may be enforced in accordance with the priorities and procedures for the enforcement of real estate mortgages, as provided under the laws of the State of Washington, that does now exist or as may hereinafter be amended.

SECTION 9. OTHER TAXES. The tax herein levied shall be additional to any license fee or tax imposed or levied under any law or any other ordinance of Whatcom County, except as herein otherwise expressly provided.

SECTION 10. TAX REVENUE TO BE USED FOR STREET MAINTENANCE AND CONSTRUCTION. The revenue collected pursuant to this resolution shall be used for the maintenance and construction of streets within the Point Roberts Transportation Benefit District.

SECTION 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 12. If any section, subsection, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this resolution.

SECTION 13. This resolution shall be in force from and after its passage by the legislative body of the Point Roberts Transportation Benefit District, if approved, otherwise, as provided by law and five (5) days after the date of publication.

APPROVED this 7th day of January, 1992.

ATTEST:

WHATCOM COUNTY, WASHINGTON

Ramona Reeves, Council Clerk

Daniel M. Warner, Chairman

APPROVED AS TO FORM:

Civil Deputy Pros. Atty.
RESOLUTION NO. ____________

AUTHORIZING USE AND ESTABLISHING EXPENDITURE AUTHORITY FOR
POINT ROBERTS TRANSPORTATION BENEFIT DISTRICT TAX REVENUE FUNDS
FOR TYEE DRIVE STREETSCAPE CORRIDOR LANDSCAPE MAINTENANCE

WHEREAS, pursuant to RCW 36.73.020, the Whatcom County Council established the Point
Roberts Benefit District (hereinafter referred to as District) by Ordinance 91-043; and

WHEREAS, the operations of the District are governed by the Whatcom County Council acting ex
officio and independently; and

WHEREAS, pursuant to RCW 42.30, the District is subject to the Open Public Meeting Act; and

WHEREAS, the District intends to authorize use of Point Roberts Transportation Benefit District
tax revenue funds for landscape vegetation maintenance work within the bounds of the District in an open
public meeting; and

WHEREAS, this budget request will establish spending authority of District tax revenue funds in an
open public meeting; and

WHEREAS, the District intends to approve its 2018 budget in an open public meeting; and

NOW, THEREFORE, BE IT RESOLVED by the legislative body of the Point Roberts
Transportation Benefit District that use of District tax revenue funds is authorized, and expenditure authority
approved with a 2018 budget of $20,000.

ADOPTED this _____ day of ________________, 2018

ATTEST:
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

Daniel L. Gibson
Chief Civil Deputy Prosecutor
Supplemental Budget Request

Status: Pending

Public Works

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<tr>
<th>Supp ID #</th>
<th>Fund 170</th>
<th>Cost Center 170</th>
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Administration

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<th>Originator: Point Roberts Citizen Advisory</th>
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Expenditure Type: One-Time
Year 2 2018
Add'1 FTE ☐ Add'1 Space ☐ Priority 1

Name of Request: Point Roberts TBD - Tyee Dr Landscape Maintenance

Department Head Signature (Required on Hard Copy Submission)

X

Date: 5/10/18

Costs:

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<th>Object Description</th>
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<td>6610</td>
<td>Contractual Services</td>
<td>$20,000</td>
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Request Total: $0

1a. Description of request:
The Point Robert Community Advisory Committee (PRCAC), with the concurrence and support of Public Works staff, are requesting budget authority to spend Point Roberts Transportation Benefit District (TBD) funds for the purpose of engaging in contracted landscape vegetation maintenance work within the Tyee Drive streetscape. For about ten years, the Point Roberts Garden Club, in cooperation with Whatcom County Public Works, has utilized private funding and volunteer labor to maintain this community focal point in the local transportation system on Tyee Drive from Benson Road to Gulf Road.

Total costs for a maintenance contract in 2018 are estimated not to exceed $20,000, and is requested to be allocated with budget authority from the Point Roberts Transportation Benefit District ‘gas tax’ funds. Funding of recurring landscape maintenance in future years beyond 2018, shall be established per future resolutions requesting budget authority from the Point Roberts Transportation Benefit District Governing Body.

1b. Primary customers:
The primary customers benefitting from this budget request is the public within the Point Roberts community.

2. Problem to be solved:
Due to an aging volunteer base in the Point Roberts Garden Club, the Point Roberts community has requested that TBD gas tax funds be utilized to assist in financing the ongoing maintenance of the Tyee Drive streetscape by hiring a professional landscape contractor to perform the necessary specialized vegetation maintenance work to care for ornamental flower beds, shrubs and street trees.

3a. Options / Advantages:
Utilizing TBD funds to pay for a professional landscape contractor is a cost-effective way to compliment the efforts of the community Garden Club volunteers while protecting the existing investment the streetscape beautification of one of the Point Roberts communities’ primary transportation corridors.

3b. Cost savings:
Without additional financial support via TBD funds expenditure to provided contracted landscape maintenance services for Tyee Drive streetscape landscaping, the vegetation will become overgrown, resulting in additional cost burden on Whatcom County maintenance crews to manage the landscaping to assure the safety of traveling public. Whatcom County crews will likely remove the ornamental trees, shrubs and flower bed vegetation within the streetscape and replace it with low-maintenance treatments such as mowed grass.

4a. Outcomes:
Establishing spending authority and budget for expenditure of TBD funds will allow the streetscape
Supplemental Budget Request  

<table>
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<th>Administration</th>
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<tbody>
<tr>
<td><strong>Suppl ID #: 2599</strong></td>
<td><strong>Fund 170 Cost Center 170</strong></td>
</tr>
</tbody>
</table>

landscaping to remain in its current form, enhance the overall beautification of the Point Roberts community, and provide maintenance cost savings for Whatcom County.

4b. **Measures:**

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

County Maintenance and Operations crews will be in contact with the landscaping contractor to manage the landscaping needs.

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

Brian Walker, Senior Engineering Technician at Whatcom County Public Works will be in charge of coordination and administration of the landscape maintenance contract, with advise from the Point Roberts Garden Club members on contract scope and specifications.

6. **Funding Source:**

Funds will come from the Point Roberts Transportation Benefit District ‘gas tax’ funds established per Whatcom County Resolution No. 92-002. The current fund balance is just over $1,000,000.
Amend the Point Roberts and Wiser Lake LAMIRD requirements in the Whatcom County Zoning Code (WCC 20.80.100(1)).

**ATTACHMENTS:**

1. Memorandum
2. Draft Ordinance with Exhibit A
3. Planning Commission Findings
4. Draft Planning Commission Minutes

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

The Whatcom County Council will consider:

1. Proposed amendments to the Point Roberts LAMIRD requirements of the Whatcom County Zoning Code (WCC 20.80.100(1)) that would allow “Auto/Equipment Repair,” where permitted by the underlying zoning classification, and set maximum building sizes for this use.
2. Proposed amendments to the Wiser Lake LAMIRD requirements (WCC 20.80.100(1)) that would allow “Manufacturing/Fabrication,” where permitted by the underlying zoning classification, and set maximum building sizes for this use.

**COMMITTEE ACTION:**
6/5/2018: Approved motion to recommend recommendation from the Planning Commission to the Council

**COUNCIL ACTION:**
6/5/2018: Introduced 6-0, Sidhu absent

**Related County Contract #:**

**Related File Numbers:**
County Planning File #
PLN2018-00007

**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

May 16, 2018

TO: The Honorable Jack Louws, Whatcom County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Director

RE: Point Roberts and Wiser Lake LAMIRD Requirements (PLN2018-00007)

The Growth Management Act (GMA) authorizes counties to allow “limited areas of more intensive rural development” (LAMIRDs) in the rural element of a comprehensive plan. However, the GMA states “Any development or redevelopment in terms of building size, scale, use, or intensity shall be consistent with the character of the existing areas...” (RCW 36.70A.070(5)(d)(i)(C)). An existing LAMIRD area or existing use is one that was in existence on July 1, 1990.

The Whatcom County Council adopted a new section in the Zoning Code (WCC 20.80.100) entitled “LAMIRD Requirements” in 2012 (amended in 2015). This new Zone Code section implemented the GMA requirement that new uses within LAMIRDs must be consistent with the building sizes that existed in 1990. Specifically, this code section sets maximum individual building sizes and maximum sizes for all buildings on a given site within the Rural Community LAMIRD designation.

During the LAMIRD review process, the Planning and Development Services Department assembled a document entitled Whatcom County Rural Element Update LAMIRD Report” (2012, updated 2013). This LAMIRD report included Appendix F entitled “1990 Commercial and Public Uses.” Appendix F is a table showing the commercial, industrial, and public uses existing in 1990 within LAMIRDS, including the Point Roberts and Wiser Lake LAMIRDS.

The LAMIRD report formed the basis for the square footage limits in WCC 20.80.100(1). For example, the LAMIRD report identified that the largest “storage/warehouse” use existing in Point Roberts in 1990 was 3,286 square feet. Therefore, this maximum size for new storage/warehouse uses in Point Roberts was inserted into WCC 20.80.100(1) to achieve consistency with the GMA. Assembling the LAMIRD report was a large task and the report took, by necessity, a somewhat broad-brush approach to defining the square footage allowed in each land use
category. Therefore, WCC 20.80.100(1) may be amended to reflect more specific information that becomes available on uses that existed in 1990.

Recently, it was brought to the attention of the County’s Long Range Planning staff that more specific information was available for the Point Roberts LAMIRD and the Wiser Lake LAMIRD. Based upon review of this information, staff proposed the following changes to WCC 20.80.100(1):

- **Point Roberts LAMIRD Requirements** - Allow “Auto/Equipment Repair,” where permitted by the underlying zoning classification, and set maximum building sizes for this use; and

- **Wiser Lake LAMIRD Requirements** - Allow “Manufacturing/Fabrication,” where permitted by the underlying zoning classification, and set maximum building sizes for this use. Reduce the maximum building sizes for the “Storage/Warehouse” uses.

The Whatcom County Planning Commission held a public hearing on April 26, 2018 and made one change to the staff proposal. The Planning Commission did not recommend reducing the maximum building sizes for “Storage/Warehouse” uses in Wiser Lake LAMIRD table.

Thank you for your review and consideration of the proposed code changes. We look forward to discussing the changes with you.
ORDINANCE NO. ______________

ADOPTING AMENDMENTS TO
THE POINT ROBERTS AND WISER LAKE
LAMIRD REQUIREMENTS

WHEREAS, The Whatcom County Planning Commission held a public hearing and issued recommendations on the proposed amendments; and

WHEREAS, The County Council considered Planning Commission recommendations; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

Background Information

1. The subject proposal amends the Whatcom County Zoning Code (Title 20) by:
   a. Modifying the Point Roberts LAMIRD requirements (WCC 20.80.100(1)) to allow “Auto/Equipment Repair,” where permitted by the underlying zoning classification, and set maximum building sizes for this use; and
   b. Modifying the Wiser Lake LAMIRD requirements (WCC 20.80.100(1)) to allow “Manufacturing/Fabrication,” where permitted by the underlying zoning classification, and set maximum building sizes for this use.

2. A Determination of Non-Significance was issued by the SEPA Responsible Official on April 10, 2018.

3. The Planning Commission held a public hearing on the subject amendments on April 26, 2018.

4. Pursuant to WCC 20.90.050, proposed zoning code amendments are evaluated for consistency with the Whatcom County Comprehensive Plan.
Growth Management Act

5. The Growth Management Act authorizes counties to allow "limited areas of more intensive rural development" (LAMIRDs) in the rural element of a comprehensive plan (RCW 36.70A.070(5)(d)).

6. The Growth Management Act states, with regard to LAMIRDs, "Any development or redevelopment in terms of building size, scale, use, or intensity shall be consistent with the character of the existing areas..." (RCW 36.70A.070(5)(d)(i)(C)). An existing area or existing use is one that was in existence on July 1, 1990 (RCW 36.70A.070(5)(d)(v)(A)).

Whatcom County Comprehensive Plan

7. The Whatcom County Comprehensive Plan map designates the Point Roberts LAMIRD as a Rural Community.

8. The Whatcom County Comprehensive Plan map designates the Wiser Lake LAMIRD as a Rural Community.

9. Whatcom County Comprehensive Plan policies include:

   Policy 2JJ-1: Areas designated as Rural Communities shall meet the criteria stated in this chapter and the requirements of RCW 36.70A.070(5)(d)(i), which describes limited areas of more intensive rural development consisting of the infill, development, or redevelopment of existing commercial, industrial, residential, or mixed use areas, including necessary public facilities and public services to serve the limited area.

   Policy 2JJ-4: Within the Rural Communities, encourage adequate economic development to provide current and future residents’ employment needs, and provide rural residents places to shop, eat, and access to public services.

   Policy 2JJ-5: Within Rural Communities development or redevelopment in terms of size, scale, use, or intensity shall be consistent with the character of the area on July 1, 1990.

   Policy 2JJ-7: Land uses within Rural Communities, except for industrial uses, should be principally designed to serve the existing and projected rural population.

Point Roberts LAMIRD

10. The Whatcom County Zoning Code’s “LAMIRD Requirements” establish maximum floor area per building and maximum combined floor area for all buildings (WCC 20.80.100(1)).
11. The Point Roberts LAMIRD provisions of WCC 20.80.100(1) currently do not specify square footage limitations for “Auto/Equipment Repair” because no such businesses, existing as of 1990, were identified when the LAMIRD Requirements were adopted.

12. Whatcom County issued building permit # 1496 at the Point Roberts Marina in 1981 for a yacht service building (foundation only), which included "boat repair and sales."

13. Whatcom County issued Building Permit # 2444 for “Completion of yacht service bldg” in 1981.


15. Whatcom County issued building permit # 3987 for interior work on the yacht service building in 1983. Exhibit A of the permit states that approved uses included a boat repair shop. The site plan associated with this permit shows that the yacht repair & service occupied approximately 6,732 square feet (about 4,148 was inside the building and the remaining 2,584 was a covered area attached to the building).

16. The Point Roberts Marina Resort’s VP Development e-mailed the County on March 28, 2018, providing three documents:

   a. A letter from the VP Development stating that the Point Roberts Marina opened in the early 1980s and that there have been five different tenants that have occupied the boat service space since opening.

   b. A 1982 “License Agreement” allowing a company to use parking spaces at the Point Roberts Marina. The exhibit attached to the 1982 License Agreement shows the parking area, but also shows “Yacht Repair & Service” in a portion of the existing building.

   c. A 2016 “Commercial Lease” for general boat repair services including engine repairs, painting, structural repairs and modification, and maintenance in approximately 7,000 square feet in the existing building.

17. The automotive and equipment repair category in the Zoning Code may include marine service and repair (i.e. WCC 20.59.054, 20.61.054, and 20.62.051).

18. The boat service and repair business started in the early 1980s and continues on the site today.

19. Since the boat repair business, which may come under the auto/equipment repair category, existed in the Point Roberts LAMIRD in 1990, the use may be inserted in WCC 20.80.100(1).
Wiser Lake LAMIRD

20. The Whatcom County Zoning Code’s “LAMIRD Requirements” establish maximum floor area per building and maximum combined floor area for all buildings (WCC 20.80.100(1)).

21. The Wiser Lake LAMIRD provisions of WCC 20.80.100(1) currently do not specify square footage limitations for “Manufacturing/Fabrication” because no such businesses, existing as of 1990, were identified when the LAMIRD Requirements were adopted.

22. Whatcom County Planning and Development Services issued a “Verification on Nonconforming Use” in 1998 (File # NON98-00002). This Verification was for manufacturing/fabrication uses on Lot 1 of the Scholten Short Plat, 7157 Guide Meridian, which is within the Wiser Lake LAMIRD.

23. An e-mail from Whatcom Land Use Consulting, LLC dated March 23, 2018 states that a total of 6,368 square feet of the buildings on the site was used for manufacturing/fabrication businesses in 1990.

24. Since manufacturing/fabrication use existed in the Wiser Lake LAMIRD in 1990, it may be inserted in WCC 20.80.100(1).

CONCLUSION

The Whatcom County Zoning Code amendments are consistent with the Comprehensive Plan.
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Amendments to the Whatcom County Zoning Code (Title 20) are hereby adopted as shown on Exhibit A.

Section 2. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this _______ day of _______________ , 2018.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

_________________________ __________________________
Dana Brown-Davis, Council Clerk Rud Browne, Chairperson

APPROVED as to form:

_________________________ __________________________
Civil Deputy Prosecutor Jack Louws, Executive

( ) Approved ( ) Denied

Date: ___________________________
Exhibit A

20.80.100 LAMIRD requirements.

(1) Building Size in Rural Communities. Within areas designated in the Comprehensive Plan as rural community, which are limited areas of more intensive development as described in RCW 36.70A.070(5)(d)(i), permitted maximum building sizes shall be in accordance with building sizes that existed in each area on July 1, 1990, as shown in the following table.

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<th>Retail/Office/Restaurant/Lodging</th>
<th>Storage/Warehouse</th>
<th>Auto/Equipment Repair</th>
<th>Public/Community</th>
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### Maximum floor area per building, in square feet

(Maximum combined floor area for all buildings, in square feet)

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Maximum floor area per building, in square feet

(Maximum combined floor area for all buildings, in square feet)

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<th>Public/ Community</th>
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<td>Smith &amp; Guide Meridian</td>
<td>5,866 (7,068)</td>
<td>5,900 (5,900)</td>
<td>9,600 (17,100)</td>
<td>22,042 (22,042)</td>
<td></td>
</tr>
<tr>
<td>Sudden Valley</td>
<td>6,348 (10,320)</td>
<td></td>
<td></td>
<td>30,140 (44,945)</td>
<td></td>
</tr>
<tr>
<td>Van Wyck</td>
<td>3,480 (3,480)</td>
<td>1,904 (1,904)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wiser Lake</td>
<td>24,690 (24,690)</td>
<td>11,222 (12,374)</td>
<td>2,130 (2,130)</td>
<td>6,368 (6,368)</td>
<td></td>
</tr>
</tbody>
</table>

(2) Within areas designated in the Comprehensive Plan as rural community, a public community facility that serves a predominantly rural area may exceed the maximum floor area and maximum combined floor area given for public/community uses in subsection (1) of this section, subject to a conditional use permit per WCC 20.84.200.
(3) Within areas designated in the Comprehensive Plan as rural business, which are limited areas of more intensive development as described in RCW 36.70A.070(5)(d)(iii), new nonresidential uses are subject to a maximum building size of 7,000 square feet, except in the Birch Bay-Lynden/I-5 area where new nonresidential uses are subject to a maximum building size of 12,000 square feet, which is considered “small-scale” relative to existing uses in that area. For buildings in which nonresidential uses existed on July 1, 2012, building size expansion to no greater than 8,000 square feet is permitted, except in the Birch Bay-Lynden/I-5 area, where building size no greater than 20,000 square feet is permitted.

(4) Within a rural business designation, a larger building size for new nonresidential development is permitted if a conditional use permit is granted per WCC 20.84.200. A conditional use permit for a larger building size shall be subject to a finding that:

(a) The larger building size will not cause the need for additional public facilities to be provided in the area;

(b) The proposal is consistent with the Comprehensive Plan policies regarding the rural business designation; and

WHATCOM COUNTY
PLANNING COMMISSION

Point Roberts and Wiser Lake
LAMIRD Requirements

FINDINGS OF FACT AND REASONS FOR ACTION

Background Information

1. The subject proposal amends the Whatcom County Zoning Code (Title 20) by:
   a. Modifying the Point Roberts LAMIRD requirements (WCC 20.80.100(1)) to allow "Auto/Equipment Repair," where permitted by the underlying zoning classification, and set maximum building sizes for this use; and
   b. Modifying the Wiser Lake LAMIRD requirements (WCC 20.80.100(1)) to allow "Manufacturing/Fabrication," where permitted by the underlying zoning classification, and set maximum building sizes for this use.

2. A Determination of Non-Significance was issued by the SEPA Responsible Official on April 10, 2018.

3. The Planning Commission held a public hearing on the subject amendments on April 26, 2018.

4. Pursuant to WCC 20.90.050, proposed zoning code amendments are evaluated for consistency with the Whatcom County Comprehensive Plan.

Growth Management Act

5. The Growth Management Act authorizes counties to allow "limited areas of more intensive rural development" (LAMIRDs) in the rural element of a comprehensive plan (RCW 36.70A.070(5)(d)).

6. The Growth Management Act states, with regard to LAMIRDs, "Any development or redevelopment in terms of building size, scale, use, or intensity shall be consistent with the character of the existing areas. . ." (RCW 36.70A.070(5)(d)(i)(C)). An existing area or existing use is one that was in existence on July 1, 1990 (RCW 36.70A.070(5)(d)(v)(A)).
Whatcom County Comprehensive Plan

7. The Whatcom County Comprehensive Plan map designates the Point Roberts LAMIRD as a Rural Community.

8. The Whatcom County Comprehensive Plan map designates the Wiser Lake LAMIRD as a Rural Community.

9. Whatcom County Comprehensive Plan policies include:

   Policy 2JJ-1: Areas designated as Rural Communities shall meet the criteria stated in this chapter and the requirements of RCW 36.70A.070(5)(d)(i), which describes limited areas of more intensive rural development consisting of the infill, development, or redevelopment of existing commercial, industrial, residential, or mixed use areas, including necessary public facilities and public services to serve the limited area.

   Policy 2JJ-4: Within the Rural Communities, encourage adequate economic development to provide current and future residents' employment needs, and provide rural residents places to shop, eat, and access to public services.

   Policy 2JJ-5: Within Rural Communities development or redevelopment in terms of size, scale, use, or intensity shall be consistent with the character of the area on July 1, 1990.

   Policy 2JJ-7: Land uses within Rural Communities, except for industrial uses, should be principally designed to serve the existing and projected rural population.

Point Roberts LAMIRD

10. The Whatcom County Zoning Code's "LAMIRD Requirements" establish maximum floor area per building and maximum combined floor area for all buildings (WCC 20.80.100(1)).

11. The Point Roberts LAMIRD provisions of WCC 20.80.100(1) currently do not specify square footage limitations for "Auto/Equipment Repair" because no such businesses, existing as of 1990, were identified when the LAMIRD Requirements were adopted.

12. Whatcom County issued building permit # 1496 at the Point Roberts Marina in 1981 for a yacht service building (foundation only), which included "boat repair and sales."
13. Whatcom County issued Building Permit # 2444 for “Completion of yacht service bldg” in 1981.


15. Whatcom County issued building permit # 3987 for interior work on the yacht service building in 1983. Exhibit A of the permit states that approved uses included a boat repair shop. The site plan associated with this permit shows that the yacht repair & service occupied approximately 6,732 square feet (about 4,148 was inside the building and the remaining 2,584 was a covered area attached to the building).

16. The Point Roberts Marina Resort’s VP Development e-mailed the County on March 28, 2018, providing three documents:

   a. A letter from the VP Development stating that the Point Roberts Marina opened in the early 1980s and that there have been five different tenants that have occupied the boat service space since opening.

   b. A 1982 “License Agreement” allowing a company to use parking spaces at the Point Roberts Marina. The exhibit attached to the 1982 License Agreement shows the parking area, but also shows “Yacht Repair & Service” in a portion of the existing building.

   c. A 2016 “Commercial Lease” for general boat repair services including engine repairs, painting, structural repairs and modification, and maintenance in approximately 7,000 square feet in the existing building.

17. The automotive and equipment repair category in the Zoning Code may include marine service and repair (i.e. WCC 20.59.054, 20.61.054, and 20.62.051).

18. The boat service and repair business started in the early 1980s and continues on the site today.

19. Since the boat repair business, which may come under the auto/equipment repair category, existed in the Point Roberts LAMIRD in 1990, the use may be inserted in WCC 20.80.100(1).

**Wiser Lake LAMIRD**

20. The Whatcom County Zoning Code’s “LAMIRD Requirements” establish maximum floor area per building and maximum combined floor area for all buildings (WCC 20.80.100(1)).
21. The Wiser Lake LAMIRD provisions of WCC 20.80.100(1) currently do not specify square footage limitations for "Manufacturing/Fabrication" because no such businesses, existing as of 1990, were identified when the LAMIRD Requirements were adopted.

22. Whatcom County Planning and Development Services issued a "Verification on Nonconforming Use" in 1998 (File # NON98-00002). This Verification was for manufacturing/fabrication uses on Lot 1 of the Scholten Short Plat, 7157 Guide Meridian, which is within the Wiser Lake LAMIRD.

23. An e-mail from Whatcom Land Use Consulting, LLC dated March 23, 2018 states that a total of 6,368 square feet of the buildings on the site was used for manufacturing/fabrication businesses in 1990.

24. Since manufacturing/fabrication use existed in the Wiser Lake LAMIRD in 1990, it may be inserted in WCC 20.80.100(1).

**CONCLUSION**

The subject zoning amendments are consistent with the Whatcom County Comprehensive Plan.

**RECOMMENDATION**

Based upon the above findings and conclusions, the Whatcom County Planning Commission recommends approval of the following amendments to the Whatcom County Zoning Code:

Exhibit A, amending the LAMIRD Requirements of WCC 20.80.100(1).

**WHATCOM COUNTY PLANNING COMMISSION**

Nicole Oliver, Chair

Becky Boxx, Secretary

Date 5/9/18

Commissioners present at the April 26, 2018 meeting when the vote was taken: Kelvin Barton, Atul Deshmane, Gary Honcoop, Jon Maberry, Natalie McClendon, Dominic Moceri, and Nicole Oliver.

**Vote:** Ayes: 7, Nays: 0, Abstain: 0, Absent: 1, Vacant Position: 1. Motion carried to adopt the above amendments.
Exhibit A recommended by the Planning Commission has been omitted because it is the same as Exhibit A in the draft ordinance.
Call To Order: The meeting was called to order, by Whatcom County Planning 
Commission Chair, Nicole Oliver, in the Whatcom County Northwest Annex at 6:30 
p.m.

Roll Call
Present: Nicole Oliver, Natalie McClendon, Gary Honcoop, Kelvin Barton, Atul 
Deshmane, Dominic Moceri, Jon Maberry 
Absent: Stephen Jackson

Staff Present: Mark Personius, Matt Aamot, Jessie Postma

Department Update
Mark Personius updated the commission on the following:
  • County Council schedule

Open Session for Public Comment
There was no public comment.

Commissioner Comments
There were no commissioner comments

Approval of Minutes
March 8, 2018: Commissioner Maberry changed page two, line 26 to read:
Commissioner Moceri stated he was disappointed in this. Wells aren’t necessarily and 
an easier...

Commissioner McClendon changed page 4, line 10 to read: 2 wells that produce 40 
gallons per million minute and...

Commissioner Barton moved to approve as amended. Commissioner McClendon 
seconded. The motion carried.

April 12, 2018: Commissioner Honcoop moved to approve as written. Commissioner 
McClendon seconded. The motion carried.

Public Hearing
File #PLN2018-00007:

(1) Proposed amendments to the Point Roberts LAMIRD requirements of the 
Whatcom County Zoning Code (WCC 20.80.100(1)) that would to allow 
“Auto/Equipment Repair,” where permitted by the underlying zoning classification, and 
set maximum building sizes for this use.
DRAFT
RECORD OF PROCEEDINGS OF THE
WHATCOM COUNTY PLANNING COMMISSION
April 26, 2018

Regular Meeting

(2) Proposed amendments to the Wiser Lake LAMIRD requirements (WCC 20.80.100(1)) that would allow "Manufacturing/Fabrication," where permitted by the underlying zoning classification, and set maximum building sizes for this use, and reduce the maximum building sizes for "Storage/Warehouse" uses.

Matt Aamot presented the staff report.

The GMA was adopted in 1990. At that time, the GMA drew a distinct line between UGAs and Rural areas, which it still does. But, there were existing rural towns, crossroads, and neighborhoods that were developed more intensely than the 5, 10, or 20 acre lots that were thought of as Rural in character. So, the GMA was amended in 1997 to allow counties to recognize these intensively developed rural areas, now known as LAMIRDS. However, the GMA also put limitations on new development in LAMIRDS. The building size, scale, use, or intensity of new development had to be consistent with the uses that existed in the area in 1990, when the GMA was adopted.

The Whatcom County Comp Plan now contains provisions relating to LAMIRDS. One of the LAMIRD designations in the Comp Plan is called "Rural Community." There are a number of Rural Community designations throughout the County, including:

• Point Roberts; and
• The Wiser Lake area.

The County Comp Plan contains a number of policies for Rural Communities, including Policy 2JJ-4 which encourages economic development in these areas.

County Comp Plan Policy 2JJ-5 reiterates the GMA’s requirements that new development in LAMIRDS must be consistent with development that existed in the area in 1990.

One of the GMA requirements is that the size of new buildings in a LAMIRD must be consistent with the sizes that existed in 1990. This GMA requirement is implemented in the County Zoning Code by a table showing:

1. Maximum floor area for individual buildings; and
2. Maximum floor area for all buildings combined.

The Point Roberts LAMIRD does not currently have a size limitation for "Auto/Equipment Repair," because no such businesses had been identified when the LAMIRD rules were adopted in 2012.

The County assembled a LAMIRD Report in 2012, and updated that report in 2013. Appendix F of the LAMIRD Report identifies parcels that had commercial uses as of 1990 – but, this report did not identify any auto/equipment repair businesses in Point Roberts. Our Current Planning staff pointed out that there was a longstanding boat repair business at the Point Roberts Marina. With a little research, we found a series of building permits for this use that were issued between 1981 and 1983. Current Planning also pointed out that some of auto/equipment repair provisions in the Zoning Code specifically cover marine service and repair (so, the marine category can fit.
within the auto/equipment repair category). Therefore, we are proposing to add this
use to the LAMIRD table. The square footage, of 6,732, was estimated from a 1983
building permit plan in the County’s files.

The Wiser Lake LAMIRD does not currently have a size limitation for
“Manufacturing/Fabrication” because no such businesses had been identified when the
LAMIRDS rules were adopted.

As mentioned, the County issued a LAMIRD Report in 2012-2013. Appendix F of this
report did not identify any manufacturing/fabrication businesses in Wiser Lake Area as
of 1990. However, a local land use consultant pointed out that there were longstanding
fabrication businesses on the west side of the Guide Meridian, south of Wiser Lake.
As we researched this, we found a verification of nonconforming use that the County
issued in 1998. Additionally, Land Use consultant, Jamie White, provided more detailed
information on the square footage of these fabrication businesses. Therefore, we are
proposing to add this use to the LAMIRD table. This one is a little different that Point
Roberts. The building was recognized in the 2012 LAMIRD table, but it was classified
entirely as a storage/warehouse facility.

There were storage uses in part of the building.
However, there were also manufacturing/fabrication uses in part of the building.
So, the square footage added to the manufacturing category, had to be subtracted
from the storage category.

In summary, the proposal would:
1. Modify the Point Roberts LAMIRD requirements to set maximum building sizes
   for “Auto/Equipment Repair;”
2. Modify the Wiser LAMIRD requirements to set maximum building sizes for
   “Manufacturing/Fabrication;” and
3. Modify the Wiser Lake LAMIRD by reducing the maximum building sizes for
   “Storage/Warehouse” uses.

The hearing was opened to the public.

Gordon Nielsen, Whatcom County: Has an 8,200 square foot building at Point Roberts.
They are in non-compliance because of the size. He would like to see the allowable size
in the regulations be more so his building is in compliance.

Jamie White, Whatcom Land Use Consulting: Representing Scholten Roofing. The
company has been at its current location since the 1950’s. However, the area is not
zoned for manufacturing or fabrication which is clearly an error. The county issued the
business a permit as a non-conforming use in 1998 which legitimizes the use and must
have been an oversight when they did the LAMIRD.

The public hearing was closed.

Commissioner Moceri asked what prompted the changes.
Mr. Aamot stated Jamie White brought up the Wiser Lake issue and some citizens from Point Roberts brought the issue to staff.

Commissioner Honcoop stated he did not like the Wiser Lake proposal. It is not written to the intent of the LAMIRDs. During the LAMIRD process it was all about the buildings, then the uses were identified to the buildings. There was never a split in the building. The proposal steals from one to give to another.

Commissioner McClendon agreed that they should not be choosing between whether is storage, warehouse or manufacturing.

Mr. Aamot stated that is a different methodology than has been used in all the other LAMIRDs because you are using one building for two different categories.

Commissioner McClendon stated that at some point in the past someone made a judgment call on what the use was. It could have easily been judged to be some other use. Why can’t you put it in both?

Commissioner Oliver asked what the point was behind subtracting a total.

Mr. Aamot stated it was because there was not 11,000 feet of warehousing and 11,000 feet of manufacturing in 1990.

Commissioner Moceri asked if it is accurate to say they are splitting the building.

Mr. Aamot said yes.

Commissioner Honcoop stated they can’t start dividing up buildings. That is not what happened during the LAMIRD process. This is like split zoning because you are dividing the use.

Commissioner Moceri asked how the original square footage used was originally calculated.

Commissioner Honcoop stated they did not go through that process,

Commissioner Moceri asked if they took a number a put it on both if it would cause issues.

Mr. Aamot stated he did not know. They would have to think about the implications. What does size, scale and intensity of use mean?

Commissioner McClendon asked why they can’t just look at a size and not take into consideration what they do in it.

Mr. Aamot stated different uses in the buildings have different impacts, which is why they have to look at that.
Commissioner Moceri asked if double uses could be used to get a bigger building.

Commissioner Deshmane moved to change the table to read:

<table>
<thead>
<tr>
<th>Wiser Lake</th>
<th>24,690 (24,690)</th>
<th>4,854 11,222</th>
<th>2,130 (2,130)</th>
<th>6,368 6,368</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(6,006) (12,374)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Commissioner Honcoop seconded.

The motion carried (ayes-7, nays-0).

Commissioner Honcoop moved to delete finding #25 based on the change to the table and recommend approval of the proposal as amended.

Commissioner Barton seconded.

Roll Call Vote: Ayes-Barton, Deshmane, Honcoop, Maberry, McClendon, Moceri, Oliver; Nays-0; Abstain-0; Absent-Jackson.

The meeting was adjourned at 7:50 p.m.

Minutes prepared by Becky Boxx.

WHATCOM COUNTY PLANNING COMMISSION ATTEST:

Nicole Oliver, Chair

Becky Boxx, Secretary
### CLEARANCES

<table>
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<tr>
<th>Originator:</th>
<th>6/12/2018</th>
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</thead>
<tbody>
<tr>
<td>Division Head:</td>
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<tr>
<td>Dept. Head:</td>
<td>6-13-18</td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>6-13-18</td>
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<tr>
<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
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</table>

### TITLE OF DOCUMENT:

Emergency Ord. interim regs for siting and operation of homeless encampments

### ATTACHMENTS:

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

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.)

An emergency ordinance of Whatcom County, Washington relating to land use and zoning; declaring an emergency; adopting interim zoning regulations for the siting, establishment, and operation of temporary tent encampments; and setting twelve months as the effective period of the interim zoning regulations to allow the County to study the land use impacts of such uses.

### COMMITTEE ACTION:

| COUNCIL ACTION: |

### Related County Contract #:

| Related File Numbers: |

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.
Emergency
For 6-19-2018

PROPOSED BY: COUNTY COUNCIL
INTRODUCTION DATE: JUNE 19, 2018

ORDINANCE NO.
(AN EMERGENCY ORDINANCE OF WHATCOM COUNTY, WASHINGTON)

ADOPTING EMERGENCY ZONING REGULATIONS FOR THE SITING, ESTABLISHMENT, AND OPERATION OF TEMPORARY TENT ENCAMPMENTS

WHEREAS, homelessness continues to be a local, regional and national challenge due to many social and economic factors; and

WHEREAS, tent encampments have become a temporary mechanism for providing shelter for homeless individuals and families; and

WHEREAS, under RCW 36.01.290 the Washington State Legislature has authorized religious organizations to host temporary tent encampments to provide shelter for homeless individuals on property that these religious organizations own; and

WHEREAS, the Whatcom County Code does not currently have specific provisions addressing the establishment and operation of temporary tent encampments; and

WHEREAS, an emergency exists necessitating adoption of interim tent encampment regulations and processing requirements to preserve and protect public health and safety and prevent danger to public or private property; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act (SEPA) and future permanent zoning regulations will be reviewed in accordance with SEPA Rules; and

WHEREAS, in conformity with the responsibilities of Whatcom County to meet public health, safety and welfare requirements and provide zoning and land use regulations pursuant to state law, and the County’s authority to regulate land use activity within its corporate limits, the County intends to develop appropriate public health, safety and welfare requirements and zoning and land use regulations for the establishment and operation of temporary tent encampments; and

WHEREAS, the County Council has determined it needs additional time to conduct appropriate research to analyze the effects of the establishment and operation of temporary tent encampments; and

WHEREAS, emergency zoning will provide the County with additional time to review and amend its public health, safety and welfare requirements and zoning and land use regulations related to the establishment and operation of temporary tent encampments; and

WHEREAS, emergency zoning will also allow qualifying religious organizations and registered not-for-profit, tax exempt 501(c)(3) organizations the opportunity to establish and operate temporary tent encampments; and
WHEREAS, the County Council concludes that the County does have the authority to
establish an emergency zoning ordinance and that the County must adopt emergency
zoning concerning the establishment and operation of temporary tent encampments to act
as a stop-gap measure: (a) to provide the County with an opportunity to study the issues
concerning the establishment and operation of temporary tent encampments and
prepare appropriate revisions to the County's codes and regulations; (b) to protect the
health, safety, and welfare of the citizens of Whatcom County by avoiding and
ameliorating negative impacts and unintended consequences of establishing and
operating temporary tent encampments and (c) to avoid applicants possibly establishing
vested rights contrary to and inconsistent with any revisions the County may make to its
rules and regulations as a result of the County's study of this matter; and

WHEREAS, the County Council adopts the foregoing as its findings of facts justifying
the adoption of this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Findings of Fact. The County Council adopts the above "WHEREAS" recitals
as findings of fact in support of its action as required by County Charter 2.40.

Section 2. Regulations established. Regulations concerning the establishment and
processing of applications for temporary tent encampments in unincorporated Whatcom
County are hereby established. Establishing such facilities contrary to the provisions of
this chapter is prohibited. Administrative Use approvals shall be required for temporary
tent encampments in the County. Applications for administrative use approvals, land use
approvals, or any other permit or approval, in any way associated with temporary tent
encampment facilities, shall not be accepted, processed, issued, granted, or approved
unless in compliance with this chapter. If a temporary tent encampment is established in
violation of this chapter or if, after an administrative use permit is issued for the same,
the director of the planning and development services department determines that the
permit holder has violated this chapter or any condition of the permit, the temporary
tent encampment, its sponsor and managing agency shall be subject to code
enforcement and all activities associated with the temporary tent encampment shall
cease, and the site shall be vacated and restored to its pre-encampment conditions.

Section 3. Definitions. The following definitions apply to temporary tent encampments:

A. "Temporary tent encampment" means a short-term residence facility for a group
of people that is composed of tents or other temporary structures, as approved
by the director, on a site provided or arranged for by a sponsor with services
provided by a sponsor and supervised by a managing agency.

B. "Managing agency" means an organization identified as the manager of a
temporary tent encampment that has the capacity to organize and manage a
temporary tent encampment. A "managing agency" may be the same entity as
the sponsor.

C. "Sponsor " means an organization that:
1. invites a temporary tent encampment to reside on land they own or lease;
   and
2. is a State of Washington registered not-for-profit corporation and
   federally recognized tax exempt 501(c)(3) organization; or
3. is recognized by the Internal Revenue Service as exempt from federal
   income taxes as a religious organization, which expresses its religious
   mission, in part, by organizing living accommodations for the homeless.

D. "Director" means the Planning and Development Services Department Director.
Section 4. Requirements. The following requirements shall apply to all temporary tent encampments approved under this chapter, unless modified by the director through approval of an administrative use permit.

A. The encampment shall be located a minimum of 20 feet from the property line of abutting properties containing commercial, industrial, and multifamily residential uses. The encampment shall be located a minimum of 40 feet from the property line of abutting properties containing single-family residential or public recreational uses, unless the director finds that a reduced buffer width will provide adequate separation between the encampment and adjoining uses, due to changes in elevation, intervening buildings or other physical characteristics of the site of the encampment.

B. No encampment shall be located within a critical area or its buffer as defined by Whatcom County Code (WCC) 16.16.

C. A six-foot-tall sight-obscuring fencing is required around the perimeter of the encampment; provided, that the fencing does not create a sight obstruction at the street or street intersections or curbs as determined by the county engineer, unless the director determines that there is sufficient vegetation, topographic variation, or other site conditions such that fencing would not be needed.

D. Exterior lighting must be directed downward and glare contained within the temporary tent encampment.

E. The maximum number of residents at a temporary tent encampment site shall be determined by the director taking into consideration site conditions, but in no case shall the number be greater than 100 people.

F. On-site parking of the sponsor shall not be displaced unless sufficient required off-street parking remains available for the host’s use to compensate for the loss of on-site parking or unless a shared parking agreement is executed with adjacent properties.

G. A transportation plan, including provisions for transit, and pedestrian and bicycle ingress and egress to the encampment, shall be submitted for review and approval.

H. No children under the age of 18 are allowed to stay overnight in the temporary tent encampment, unless accompanied by a parent or guardian. If a child under the age of 18 without a parent or guardian present attempts to stay at the encampment, the sponsor and the managing agency shall immediately contact Child Protective Services and shall actively endeavor to find alternative shelter for the child.

I. The sponsor or managing agency shall provide and enforce a written code of conduct, which not only provides for the health, safety and welfare of the temporary tent encampment residents, but also mitigates impacts to neighbors and the community. A copy of the code of conduct shall be submitted to the County at the time of application for the administrative use permit. Said code shall be incorporated into the conditions of approval.

J. The sponsor and the managing agency shall ensure compliance with Washington State laws and regulations and the Whatcom County Health Department’s
regulations concerning, but not limited to, drinking water connections, solid
waste disposal, and human waste. The sponsor and the managing agency shall
permit inspections by local agencies and/or departments to ensure such
compliance and shall implement all directives resulting therefrom within the
specified time period.

K. The sponsor and managing agency shall assure all applicable public health
regulations, including but not limited to the following, will be met for:

1. Potable water, which shall be available at all times at the site;
2. Sanitary portable toilets, which shall be set back at least 40 feet from all
property lines;
3. Hand-washing stations by the toilets and food preparation areas;
4. Food preparation or service tents; and
5. Refuse receptacles.

L. Public health regulations (WAC 246.215 and WCC 24.03) on food donations and
food handling and storage, including proper temperature control, shall be
followed and homeless encampment residents involved in food donations and
storages shall be made aware of these Whatcom County Health Department
requirements.

M. The sponsor and the managing agency shall designate points of contact and
provide contact information (24-hour accessible phone contact) to the Patrol
Operations Commander for the Whatcom County Sheriff’s Department. At least
one designated point of contact shall be on duty at all times. The names of the
on-duty points of contact shall be posted on-site daily, and their contact
information shall be provided to the Whatcom County Sheriff’s Department as
described above.

N. Facilities for dealing with trash shall be provided on-site throughout the
encampment. A regular trash patrol in the immediate vicinity of the temporary
tent encampment site shall be provided.

O. The sponsor and the managing agency shall take all reasonable and legal steps to
obtain verifiable identification information, to include full name and date of
birth, from current and prospective encampment residents and use the
identification to obtain sex offender and warrant checks from appropriate
agencies. The sponsor and the managing agency shall keep a log of names and
dates of all people who stay overnight in the temporary tent encampment and
this current log shall be made available upon demand by any municipal or County
Law Enforcement Officer. Persons who have active warrants, or who are required
to register as a sex offender, are prohibited from the encampment’s location.
Status checks of current encampment residents shall be routinely performed by
the Warrant Officers of the Whatcom County Sheriff’s Department through the
current log provided by the sponsor and managing agency.

P. The sponsor and the managing agency shall immediately contact the Whatcom
County Sheriff’s Department if someone is rejected or ejected from the
encampment when the reason for rejection or ejection is an active warrant or a
match on a sex offender check, or if, in the opinion of the on-duty point of
contact or on-duty security staff, the rejected/ejected person is a potential threat to the community.

Q. Tents over 300 square feet in size and canopies in excess of 400 square feet shall utilize flame retardant materials.

R. The sponsor, the managing agency and temporary tent encampment residents shall cooperate with other providers of shelters and services for homeless persons within the County and shall make inquiry with these providers regarding the availability of existing resources.

S. The sponsor and/or managing agency shall provide before-encampment photos of the host site with the application. Upon vacation of the temporary tent encampment, all temporary structures and debris shall be removed from the host site within one calendar week.

T. Upon cessation of the temporary tent encampment, the site shall be restored, as near as possible, to its original condition. Where deemed necessary by the director, the sponsor and/or managing agency shall re-plant areas in which vegetation had been removed or destroyed.

Section 5. Frequency and duration of temporary use. No more than a maximum of 100 people may be housed in temporary tent encampments located in the unincorporated County at any time. Multiple locations may be permitted provided that the aggregate total of people in all temporary tent encampments shall not exceed 100. The director shall not grant a permit for the same site more than once in any calendar year; provided that director is not authorized to issue a permit for the same site sooner than 180 days from the date the site is vacated as provided for in Section 4 of this ordinance. Temporary tent encampments may be approved for a period not to exceed 90 days. The director may grant one 90-day extension, provided all conditions have been complied with and circumstances associated with the use have not changed. This extension shall be subject to a Type II review process and may be appealed to the hearing examiner as provided in WCC 22.05.020(1). The permit shall specify a date by which the use shall be terminated and the site vacated and restored to its pre-encampment condition.

Section 6. Permit required. Establishment of a temporary tent encampment shall require approval of an administrative use permit, as described in this ordinance, and compliance with all other applicable County regulations. The director shall have authority to grant, grant with conditions or deny an application for an administrative use permit under this ordinance.

Section 7. Application. Application for an administrative use permit shall be made on forms prescribed by the County, and shall be accompanied by the following information; provided, that the director may waive any of these items, upon request by the applicant and finding that the item is not necessary to analyze the application. An application to establish a temporary tent encampment shall be signed by both the sponsor and the managing agency ("applicant") and contain the following:

A. A site plan of the property, drawn to scale, showing existing natural features, existing and proposed grades, existing and proposed utility improvements, existing rights-of-way and improvements, and existing and proposed structures,
tents and other improvements (including landscaping and fencing at the perimeter of the proposed encampment and the property and off-street parking);
B. A vicinity map, showing the location of the site in relation to nearby streets and properties;
C. A written summary of the proposal, responding to the standards and requirements of this ordinance;
D. The written code of conduct and a transportation plan as required by this ordinance;
E. Statement of actions that the applicant will take to obtain verifiable identification from all encampment residents and to use the identification to obtain sex offender and warrant checks from appropriate agencies;
F. Project statistics, including site area, building coverage, number and location of tents and temporary structures, expected and maximum number of residents, and duration of the encampment;
G. Address and parcel number of the subject property;
H. Photographs of the site;
1. A list of other permits that are or may be required for development of the property (issued by the County or by other government agencies), insofar as they are known to the applicant;
J. Permits for temporary tent encampments shall be processed by the County without charge;
K. A list of any requirement under this ordinance for which the applicant is asking to modify.

Section 8. Decision and appeal.

A. Notice. All temporary tent encampment applications shall be reviewed under a Type II process under WCC 22.05.020(1), however, the following timelines shall override those found in WCC Title 22. Within fourteen calendar days of receiving a completed application, the department shall issue a determination of completeness or incompleteness. Within fourteen days of a determination of completeness the department shall publish a notice of application for an administrative use permit. The notice shall contain, at a minimum, the date of application, project location, proposed duration and operation of the temporary tent encampment, number of residents for the encampment, conditions that will likely be placed on the operation of the encampment, and requirements of the written code of conduct. Final action on permit applications made under this section shall be rendered within 60 days of determination of completeness.

B. Decision and Notice of Decision. After conclusion of a 14-calendar-day notice/comment period, the director shall decide whether to grant, grant with conditions or deny a temporary administrative use permit. Before any such permit may be granted, the applicant shall show and the director shall find that:

  1. The proposed use will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity of the proposed encampment;
  2. The proposed use meets the requirements of this ordinance;
  3. The proposed use shall be in keeping with the goals and policies of the comprehensive plan;
  4. Measures, including the requirements herein and as identified by the director, have been taken to minimize the possible adverse impacts which
the proposed encampment may have on the area in which it is located. It is acknowledged that not all impacts can be eliminated, however the risk of significant impacts can be reduced to a temporary and an acceptable level and the duration of the encampment will be limited.

A notice of such decision stating whether the permit is granted or denied, along with information regarding the procedure for appeal of the decision, shall be mailed as required for the notice of application within three business days after the date of the decision. If issued, the administrative use permit for the temporary tent encampment shall be issued jointly to the sponsor and managing agency and each shall be responsible for compliance with the terms and conditions of the permit and applicable county codes.

C. **Conditions.** Because each temporary tent encampment has unique characteristics, including, but not limited to, size, duration, uses, number of occupants and composition, the director shall have the authority to impose conditions on the approval of an administrative use permit to ensure that the proposal meets the criteria for approval listed above. Conditions, if imposed, must be intended to minimize nuisance-generating features such as noise, waste, air quality, unsightliness, traffic, physical hazards and other similar impacts that the temporary tent encampment may have on the area in which it is located. In cases where the application for an administrative use permit does not meet the provisions of this chapter (except when allowed under subsection (D) of this section) or adequate mitigation may not be feasible or possible, the director shall deny the application.

D. **Modification of Requirements.** The director may approve an administrative use permit for a temporary tent encampment that relaxes one or more of the standards in this chapter only when, in addition to satisfying the decision criteria stated above, the applicant submits a description of the standard to be modified and demonstrates how the modification would result in a safe encampment with minimal negative impacts to the host community under the specific circumstances of the application. In considering whether the modification should be granted, the director shall first consider the effects on the health and safety of encampment residents and the neighboring communities. Modifications shall not be granted if their adverse impacts on encampment residents and/or neighboring communities will be greater than those without modification. The burden of proof shall be on the applicant.

E. **Appeal.** The director’s decision may be appealed to the hearing examiner as provided in WCC 22.05.020(1).

**Section 9.** **Purpose.** The purpose of this emergency zoning ordinance is to allow and establish a review process for the location, siting, and operation of temporary tent encampments within the unincorporated County. While the emergency zoning ordinance is in effect, the County will study the land use and other impacts associated with temporary tent encampments, draft final zoning and regulations to address such uses, hold public hearings on such draft regulations, and adopt such regulations.

**Section 10.** **Declaration of Emergency.** The County Council hereby declares that an emergency exists necessitating that this emergency ordinance take effect immediately upon passage by a two-thirds vote of the County Council as required by County Charter
Section 2.40. Without an immediate emergency zoning ordinance establishing standards for the review of applications for the siting and operation of temporary tent encampments, such facilities could be submitted and become vested, leading to the development or use of property that is incompatible with the laws adopted by Whatcom County. Therefore, this emergency zoning ordinance must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of applications to the County in an attempt to vest rights for an indefinite period of time.

Section 11. Effective Date. This ordinance shall take effect immediately upon passage and shall be in effect for sixty (60) days, as set forth herein, as long as it is approved by a two-thirds vote of the County Council, as required by County Charter Section 2.40.

Section 12. Conflict with other Whatcom County Code Provisions. If the provisions of this ordinance are found to be inconsistent with other provisions of the Whatcom County Code, this ordinance shall control.

Section 13. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

ADOPTED this ______ day of _____________, 2018.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

__________________________________________  ______________________________________
Dana Brown-Davis, Council Clerk              Rud Browne, Chairperson

( ) Approved    ( ) Denied

______________________________
Civil Deputy Prosecutor

__________________________________________  ____________________________
Jack Louws, Executive                      Date: _______________________

Page 8 of 8
Title of Document:
Appointments to the Business and Commerce Advisory Committee

Attachments:
Applications

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.)

Appointments to the Business and Commerce Advisory Committee. Ordinance 2018-030 established the committee. The applications were due by noon June 11, 2018.

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.
BUSINESS AND COMMERCE ADVISORY COMMITTEE – APPLICANTS

Debbie Ahl – Other (Healthcare)
Ryan Allsop – Manufacturing
Cara Buckingham – Other
Paul Burrill – Marine Trades
F. Jeffrey Callender – Other
Susan Cole – Higher Education – Whatcom Community College
Chris Colon – Energy Industry
Pete Dawson – Commercial Real Estate
Casey Diggs – Retail
Jim Drinkwine – Higher Education – Whatcom Community College
Andrew Gamble – Energy or marine Trades
Richard Griffith – Food Processing
Kris Halterman – Other
Jonathan Humphrey – Internet Technology
Sarah Hutton – Retail
Esther Hyuan – Other
Brad Johnson – Higher Education - Western Washington University
Tim Johnson – Energy Industry
James Markarian – Other
Troy Muljat – Real Estate
Joe Murphy – Energy industry
Brad Rader – Agricultural
John Ramsey – Commercial real estate
Dan Robbins - Retail
Danielle Rosellison – Other
Joshua Summers – Energy industry
Douglas Thomas – Marine Trades
James Twining – Other
Bryan VanderYacht – Energy Industry
Rollo VanSlyke – Other
Drew Zogby - Manufacturing
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Debbie J. Ahl
Street Address: 49 Strawberry Pl
City: Bellingham, WA
Mailing Address (if different from street address):
Day Telephone: 360-393-2599 Evening Telephone: 360-393-2599 Cell Phone: 360-393-2599
E-mail address: d.ahl@edgewateradvising.com

1. Name of board or committee - please see reverse:
   Business and Commerce Advisory Council
   Whatcom County Economic Development Advisory Council
   Council Member / Other - Health

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 ( ) Four ( ) Five

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. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county?
   ( ) yes ( ) no

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

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

11. Please describe why you're interested in serving on this board or commission:
   My background is health, with 10 years on the provider side and 20 years on the payer side. To create healthy communities, you must address innovative & strategic economic development, educational pathways and employment opportunities. Creating strong relationships across community lines with relevant partners is critical.

References (please include daytime telephone number):
Richard Raven (312) 771-0800 Steve Lippai (312) 925-6289
Diane Kamionka (360) 739-2968 Julie Johansen (360) 927-4367

Signature of applicant: [Signature]

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.
Debbie J. Ahl  
Founder, Managing Partner  
Edgewater Advising, LLC

Edgewater Advising is founded on the belief that strengthening organizational performance & results for corporations, businesses and organizations will result in an improved quality of life for all of us. Great leadership and optimal results create energized teams which contribute even more as individuals to their communities. Tapping into the foundational platform of companies and organizations with great leadership can change our world.

Founder and Managing Partner, Debbie Ahl is a strategic leader with a passion for creating impact and results through full stakeholder engagement. She has a broad background in public, private and not-for-profit organizations; including 20 years in the C-Suite and 10 years as CEO accountable for top line growth and bottom line performance.

Adept at developing collaborative cultures and teams aligned in purpose and vision, Debbie is skilled in identifying issues impeding performance and mapping solutions for complex situations based on stakeholder perspectives, data analysis, insight and intuition. Debbie’s career has focused on strategy development, business growth and development of performance teams. She is proficient in highly regulated environments with a commitment to proactive communication. She is skilled at critical understanding of core competencies, identifying key performance metrics and implementing focused quality and expense improvements. A discerning leader, she has a talent for connecting people, information, organizations and developments within a global picture.

As President & CEO of Sterling Life Insurance Company (2000-2009), Debbie had full P&L responsibility for comprehensive insurance operations in a highly regulated and competitive market. Sterling served over 235,000 enrollees in Medicare Advantage, Medicare supplement, prescription drug and employer plans. She is skilled at transformational change and change management. She was involved in the successful start-up of Olympic Health Management Systems, a consulting company, third party administrator and sales agency acquired by Aon Corporation in 1998 for $15 million. Following this acquisition, Olympic was matched with Sterling to develop a full Medicare portfolio. Under Debbie’s leadership, the company grew from $48 million (2000 YE) to $1 Billion in revenue (2008 YE), and was acquired by Munich Re for $352 million in 2008. She led the successful integration of Sterling into the Munich organization. Prior to joining Olympic, Debbie held key management positions with St. Luke’s Hospital and ElderMed of Washington, subsidiaries of UnilHealth America. Debbie is an insightful Director with 30 years’ experience on boards including subsidiaries of publicly traded companies, private and not-for profit organizations.

Debbie and her husband, Bill Ziels enjoy boating, skiing, and biking. They are partners in a 100-year old barge which navigates inland European waterways, allowing them to “research” the perfect vineyards. They enjoy spending as much time as possible with their family of six adult children.

Contact Information:  
Email: d.ahl@edgewateradvising.com  
Cell: 360.393.2599  
http://edgewateradvising.com
NaDean Hanson

From: Debbie Ahl <d.ahl@edgewateradvising.com>
Sent: Thursday, May 31, 2018 11:21 AM
To: NaDean Hanson
Subject: Application for the Business & Commerce Advisory Committee

Nadine —

Thanks for your call earlier this week. This email is to clarify the intent of my paper application to apply for The Business & Advisory Committee recently established by Whatcom County Council.

The position I’m applying to represent can be for-profit or non-profit healthcare. I served as the President / CEO for Sterling Life Insurance Company for 10 years here in Bellingham, a $1.3 Billion company employing 1500 people (50% in Bellingham). During my tenure, Sterling was first a subsidiary of Aon Corporation, a publicly traded company in the US for 10 years and then a sub of Munich Re, a German company traded on the European stock exchange for 2 additional years. I was formerly on the administrative team at the old St. Luke’s Hospital (nonprofit). As a consultant, I serve as the Executive Director for Mount Baker Kidney Center and the new Mount Baker Foundation, both nonprofits. I also serve as Senior Advisor to ADVault, Inc., a for profit privately held company located in Dallas, TX (national health IT company).

Most of my career has been in the for-profit or publicly traded health sector, however I am conversant with nonprofit in this sector and have served on several nonprofit boards throughout my career.

I currently serve as the Chair for the Bellingham Technical College Board of Trustees, and as a member of WWU’s College of Business and Economics CIE advisory board. I also chair the NW Innovation Resource Center, a five-county regional nonprofit focused on economic development through support of entrepreneurs and inventors. This brings me into contact with economic development efforts in Snohomish and Skagit counties, as well as Island and San Juan counties.

I believe that educational pathways, economic opportunity, and a strong business climate are necessary for a community’s health. I also believe that a healthy community is critical to a strong business environment.

Please let me know that you have received this and if I can provide any further clarification.

Best,

Debbie

Debbie J. Ahl
Founder & Managing Partner
Edgewater Advising
360.393.2599

d.ahl@edgewateradvising.com
www.linkedin.com/in/debbieahl
www.edgewateradvising.com
Hi Nadine —

This email is to confirm my application is for the Business and Commerce Advisory Committee, for the position of “Other – For Profit.” Within that, my expertise is for-profit healthcare.

Thanks!

Debbie

Debbie J. Ahl
Founder & Managing Partner
Edgewater Advising
360.393.2599

d.ahl@edgewateradvising.com
www.linkedin.com/in/debbieahl
www.edgewateradvising.com
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Ryan Allsop
Street Address: 913 Squalicum Way #201
City: Bellingham, WA
Mailing Address (if different from street address):
Day Telephone: (360) 734-9090
E-mail address: ryan.allsop@allsop.com

1. Name of board or committee—please see reverse: Business and Commerce Advisory Committee

2. You must specify which position you are applying for.
   Council Member Manufacturing

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 ( ) Three ( ) Four ( ) Five

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. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected
   office in any jurisdiction within the county? ( ) yes (x) no

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

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community
    activities, and education.
    Co-President at Allsop, Inc.
    Drives the day-to-day efforts in the multi-branded technology division, and oversees Softride.
    Education- University of Washington- Business, Marketing degree (1996)

11. Please describe why you’re interested in serving on this board or commission: Because I’m passionate about the success of future of business in Bellingham & Whatcom County and want to get involved to help impact our future.

References (please include daytime telephone number): Tyler Kimberly, President JAMCO 360-902-7607, Mike Morse, President Morse Steel, 360-303-6103

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.
If you are applying for one of the following boards, committees, or commissions, please send this application to the Whatcom County Executive's Office:
311 Grand Avenue, Suite 108
Bellingham, Washington 98225
Phone: (360) 778-5200 Fax: (360) 778-5201

- Agricultural Advisory Committee
- Americans with Disabilities Act (ADA) Compliance Committee
- Behavioral Health Advisory Committee
- Bellingham-Whatcom County Commission Against Domestic Violence
- Bicycle/Pedestrian Advisory Committee
- Boundary Review Board
- Civil Service Commission
- County Appeals Board
- Developmental Disabilities Board
- Development Standards Technical Advisory Committee
- Ethics Commission
- Housing Authority of Whatcom County
- Housing Advisory Committee
- Lodging Tax Advisory Committee
- Marine Resource Committee
- North Sound Mental Health Administration
- Northwest Senior Services Board
- Parks and Recreation Commission
- Point Roberts Community Advisory Committee
- Public Health Advisory Board
- Purchase of Development Rights Oversight Committee
- Rural Library Board
- Salary Commission
- Veteran's Advisory Board

If you are applying for one of the following boards, committees, or commissions, please send this application to the Whatcom County Council Office:
311 Grand Avenue, Suite 105
Bellingham, Washington 98225
Phone: (360) 778-5010 Fax: (360) 778-5011

- Acme/VanZandt Flood Control Sub-Zone Advisory Committee
- Address and Road Name Citizen Appeals Committee
- Birch Bay Shellfish Protection District Advisory Committee
- Birch Bay Watershed and Aquatic Resources Management Committee
- Board of Equalization
- Climate Impact Advisory Committee
- Drayton Harbor Shellfish Protection District Advisory Committee
- Flood Control Zone District Advisory Committee
- Forestry Advisory Committee
- Horticultural Pest and Disease Board
- Incarceration Prevention and Reduction Task Force
- Jail Stakeholder Workgroup
- Lake Whatcom Stormwater Utility Advisory Committee
- Law and Justice Council
- Lummi Island Ferry Advisory Committee
- Lynden/Evergreen Flood Control Sub-Zone Advisory Committee
- Noxious Weed Control Board
- Open Space Advisory Committee
- Planning Commission
- Portage Bay Shellfish Protection District Advisory Committee
- Solid Waste Advisory Committee
- Sumas/Evergreen/Nooksack Flood Control Sub-Zone Advisory Committee
- Surface Mining Advisory Committee
- Wildlife Advisory Committee

RCW 42.17A.005
(7) "Candidate" means any individual who seeks nomination for election or election to public office. An individual seeks nomination or election when he or she first:
(a) Receives contributions or makes expenditures or reserves space or facilities with intent to promote his or her candidacy for office;
(b) Announces publicly or files for office;
(c) Purchases commercial advertising space or broadcast time to promote his or her candidacy; or
(d) Gives his or her consent to another person to take on behalf of the individual any of the actions in (a) or (c) of this subsection.
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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.

First Name  Cara
Last Name  Buckingham
Date  6/11/2018
Street Address  2420 Eldridge Avenue
City  Bellingham
Zip  98225
Do you live in & are you registered to vote in Whatcom County?  Yes
Do you have a different mailing address?  Field not completed.
Primary Telephone  360-734-5717 ext 109
Secondary Telephone  360-383-7572
Email Address  carab@birchequipment.com

Step 2
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>Business and Commerce Advisory Committee</td>
<td>I represent a for-profit business.</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 2</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?</td>
<td>No</td>
</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, please explain</td>
<td>My spouse is Royce Buckingham who is a county employee. I work at Birch Equipment, which occasionally rents or sells equipment and jobsite supplies to county departments.</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td>Cara Buckingham Resume.pdf</td>
</tr>
</tbody>
</table>
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

As part of the Birch Equipment corporate team, headquartered in Bellingham and owned by a 5th generation Whatcom County resident, I can offer the balanced and unique perspective of a business that is as focused on the health and welfare of Whatcom County’s communities as it is on operating at the highest level of sophistication at local, regional and national levels. Birch has the pleasure of working with commercial contractors, industrial and manufacturing sites, the agricultural community, specialty marine contractors, government agencies and homeowners. This experience with such diverse customer markets gives Birch an understanding of both the benefits and impacts of government rules and policies on businesses. Birch is more than an equipment rental company. It is a community partner that donates well over $150k a year supporting hundreds of local organizations. It provides solid career opportunities to a diverse workforce, hiring and developing people with a range of experience from recent high school and tech grads to those with college degrees. Birch invests in new technologies to streamline operations and be an industry trendsetter. My role with Birch Equipment has been to develop relationships in government contracting. I have done so by learning about and participating in programs for small businesses, eventually earning the invitation to participate in the advisory boards and committees you see listed on my resume. My aim is for positive and productive discussions that improve existing policy and offer real-life business insights for the development of future regulations. I appreciate the council for creating this committee and look forward to being a part of it.

References (please include daytime telephone number):
Tiffany Scroggs, Director WA State Procurement Technical Assistance Center (PTAC) - 360-464-6041. I have known Tiffany for years and now serve with her on the WA State Department of Enterprise Services Small Business Advisory Board; Brad Swanson, Swanson Belcher Law Firm 360-734-6390. I have known Brad for years through my involvement as a volunteer team manager for Rangers Soccer Teams; Christy Fazio, Asst. State Auditor, Washington State 360-739-1442. Christy is a personal reference. She and I have trained together for a number of long distance running events including a 50-mile trail race.
Signature of applicant: Cara Ann Landi Buckingham
Place Signed / Submitted: Bellingham

Email not displaying correctly? View it in your browser.
CARA A. L. BUCKINGHAM
(360) 383-7572
carab@birchequipment.com

SUMMARY OF QUALIFICATIONS
Twenty-four years of combined business, communication, government and community relations and, management and supervisory experience. Front seat to local government process and decision-making as a news reporter.

EXPERIENCE
Information Director, Birch Equipment Co., Inc., Bellingham, WA 6/09 – present
- Strategic planning with company CEO / Owner to identify and pursue business opportunities including market expansion and revenue generation.
- Identify, participate in and provide feedback on government programs created to support small businesses, providing insights on associated rules and policies as member of several community advisory boards (see below).
- Promote small business utilization and diversity in contracting. Includes legislative advocacy and outreach to procurement officers and policy makers, management of small business certifications and completion of small business utilization reports to the company, customers and government agencies.
- Manage company information, policies and communications.
- Develop key personal connections with local, regional and national corporations and government agencies in support of long term, cohesive relationships/communities.
- Research, track and communicate bid opportunities in Birch Equipment markets to corporate, management and sales personnel.
- Create and implement PR, marketing and social media initiatives.
- Assist with $40million fleet equipment analysis and reconciliation reports.

PROFESSIONAL & COMMUNITY INVOLVEMENT
- WA State Department of Enterprise Services Business Diversity Advisory Group, 5/18 - present
- Diversity & Inclusion Committee, Association of General Contractors, 6/17 – present
- Youth Initiative Committee, Whatcom Business Alliance, 7/17 – present
- Manager, WFC Rangers Soccer, 6/16 – present
- Disadvantaged Business Enterprise Advisory Committee, Community Transit, 1/16 – present
- Programming Team, Birch Equipment – Development of proprietary Strategic Management System for Birch’s multi-site clientele
- Secretary, Bellingham High School PTSA, 6/16-6/17
- Barcelona Fundraising Committee, WFC Rangers Soccer, 10/16 - 5/17
- Co-Chair, Columbia Elementary School Auction, 1/10 – 1/14
- Executive Board Vice Chair, Board Member and Marketing Committee Chair, Bellingham/Whatcom County Tourism, 2002 – 2008
- Member, International Council of Shopping Centers, 2002 – 2008
ADDITIONAL WORK EXPERIENCE

Customer Service Resource Manager, General Growth Properties (GGP), Chicago, IL, 2/08 – 6/09
- Managed gift card sales nationwide from Bellingham office.
- Communicated program details to teams at 180 properties.
- Created and implemented incentive programs.
- Responded directly to and resolved issues regarding gift cards.

Marketing Manager, GGP, Bellingham, WA, 1/02 - 2/08
- Managed all marketing for local GGP property, Bellis Fair Mall.
- Led public and community relations efforts.
- Supervised marketing and customer service teams.
- Coordinated internship program.
- Conducted strategic planning.
- Directed market research and utilized results to attract tenants and develop consumer-focused campaigns.
- Cultivated business partnerships.
- Prepared and managed marketing and mall budgets.
- Coordinated all mall advertising and promotions.
- Planned all mall events.

Assistant Marketing Manager, GGP, Bellingham, WA, 8/99-1/02
- Managed tourism and food court programs at Bellis Fair.
- Assisted Marketing Manager with budget, proofing ad copy, ad placement, and event planning and management.

Television and Radio News Anchor and Reporter
- KVOS-TV, Bellingham, WA, 4/96-3/99
- KBRC Radio, Mount Vernon, WA, 3/96-4/96

EDUCATION

Bachelor of Arts, Syracuse University, Syracuse, N.Y., 1993
Double Major – Broadcast Journalism and Economics
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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.

First Name        Paul
Last Name         Burrill
Date              5/24/2018
Street Address    706 Fieldston Rd
City              Bellingham
Zip               98225
Do you live in & are you registered to vote in Whatcom County? Yes
Do you have a different mailing address? Field not completed.
Primary Telephone 360-325-5073
Secondary Telephone 360-389-5680
Email Address     burrillpaul@yahoo.com

Step 2
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>Business and Commerce Advisory Committee</td>
<td>Marine trades</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 1</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?</td>
<td>No</td>
</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>No</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>9. Please describe your occupation (or former occupation if retired), qualifications,</td>
<td>I am co-owner of Sound Pacific Seafoods located in Blaine, 24 year commercial fisherman, owner and operator of Dominion Fisheries LLC of Bellingham. I am current chair of the Marine Advisory Committee for the Port of Bellingham. I am also am a</td>
</tr>
</tbody>
</table>


professional and/or community activities, and education

<table>
<thead>
<tr>
<th>10. Please describe why you’re interested in serving on this board or commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatcom county is in a unique position currently to collaborate with the Port and other marine trades for the promotion of living wage Bluegreen jobs. I would like to take my knowledge of marine trades and love of Whatcom county to help secure clean industries for our children’s future.</td>
</tr>
</tbody>
</table>

References (please include daytime telephone number):

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Ayers (coastal shellfish lead biologist, WDFW) 360-470-3557. Gene Knutson 360-734-4686</td>
</tr>
</tbody>
</table>

Signature of applicant:

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Burrill</td>
</tr>
</tbody>
</table>

Place Signed / Submitted

<p>| |</p>
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<tbody>
<tr>
<td>Bellingham, WA</td>
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</tbody>
</table>

Email not displaying correctly? View it in your browser.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Jeff Callender F. JEFFREY CALLENDER

Street Address: 3901 Unick Road 9121 PINTAIL LOOP

City: Ferndale, WA BLAINE, WA

Date: 6/11/2018

Zip Code: 98248 98220

Day Telephone: (360) 384-1044  Evening Telephone: (360) 371-5712  Cell Phone: (360) 224-8488

E-mail address: olgasanta9@gmail.com

1. Name of board or committee—please see reverse: Business and Commerce Advisory Committee

2. You must specify which position you are applying for.  Council Member

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  ( ) Three  ( ) Four  (x) Five

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:

9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county?  (x) yes  ( ) no

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

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

  Regional Director, Public Affairs & Communication, Phillips 66 (Retired)

Education - Loyola Marymount University, College of Business Administration, MBA (1988)

CLAREMONT MCKENNA COLLEGE, BA POLITICAL SCIENCE (1978)

11. Please describe why you’re interested in serving on this board or commission:  AS A REPRESENTATIVE OF BELLINGHAM TECHNICAL COLLEGE, I THINK I CAN ADD VALUE BY BRINGING OUR COMMUNITY’S EDUCATIONAL AND PRIVATE SECTOR RESOURCES TOGETHER AND ENHANCE THE EFFECTIVENESS OF OUR RESOURCES.

References (please include daytime telephone number):  ROB FISCHER (360) 676-2500;  KIM PERRY (BTC PRESIDENT) (360) 752-8333;  JACK LOUWS

Signature of applicant:  F. JEFFREY CALLENDER

(360) 718-5200

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F. JEFFREY CALLENDER
Career Summary

Nearly 40 years of experience in communications, public relations and public affairs, with expertise in strategic plan development and implementation, media relations, crisis communications, government relations, community relations and outreach, employee communications, publications and speech writing.

Phillips 66, Ferndale Washington
Nation’s third largest integrated energy company with annual revenues in excess of $180 billion

2007 - 2018

Provided communications and public affairs support for Phillips 66 assets in the Pacific Northwest, including the Ferndale Refinery, Polar Tankers, Phillips 66 Pipelines and Terminals. Managed an ambitious corporate philanthropic program, strategically leveraging charitable donations to maximize the benefit of the company’s contributions. Scheduled regular briefings with community leaders and elected officials. Developed and implemented an ambassador program, placing company managers in board positions with non-profits throughout the region.

Formulated and implemented crisis communications plans for ConocoPhillips’ global operations. Provided internal and external communications support for corporate health, safety and environmental department. Developed and executed public and media relations for major environmental remediation projects throughout the U.S. Handled media relations and advised senior management on issues related to environmental litigation. Conducted media training for managers and field personnel in business units worldwide. Served as interim director of media relations for seven months, managing a five-person team and coordinating with a 50 field communicators in 40 countries to effectively respond to inquiries from print and broadcast media.

- Created online system to monitor and track all media inquiries received through corporate headquarters
- Revamped media interview trained more than 300 supervisory-level personnel from the United States and six other countries
- Launched program to provide consistent crisis communications training to domestic field communicators and involved them in periodic exercises and drills
- Helped international emergency response planning teams develop crisis communications capability for Asia/Pacific and Europe/Middle East/Africa regional operations
- Directed effective media, community, government and claims response following well blowout at remediation site, reversing negative news coverage and minimizing claims and litigation exposure

Manager of Public Affairs and Communications – Los Angeles, California – 1997 – 2003
Directed three-person team handling corporate identity and public image for ConocoPhillips refineries, pipeline network and distribution terminals in Southern California. Managed media relations, crisis communications, employee communications, community relations/outreach, corporate giving and local government relations.

- Developed and implemented comprehensive community relations plan, using regular surveys of local community to guide efforts and measure impact of public information and community outreach programs
- Created strategic contributions program based on results of periodic community needs assessments
- Coordinated media relations, employee communications, community outreach and claims response after two major fires at company’s Los Angeles refinery, yielding strong community support and minimizing claims
- Successfully managed Northern California public and community relations on interim basis, launching effort to enhance public image following fatal accident at company’s San Francisco manufacturing facility
- Managed media, community and government relations for acquisition of a $700 million asset in Louisiana from British Petroleum, generating positive publicity and improved relations with elected officials
- Supervised public affairs effort to obtain approvals for new pipeline construction and secure $250,000 refund from local municipality for pipeline relocation
- Partnered with city to launch summer jobs program, generating goodwill and positive media coverage
CIBA Vision Corporation, Duluth, Georgia 1993 – 1997
Producer of contact lenses and ophthalmic pharmaceuticals with annual sales exceeding $1 billion

Manager of Communications
Managed corporate public relations, employee and management communications, and community relations. Oversaw production of one tabloid and three newsletters, organized media outreach efforts, conducted media training and assisted with development of corporate Internet site.

- Formulated strategic plan to align communications objectives with strategic business initiatives
- Designed and implemented plan to generate significant media coverage for acquisition of major competitor
- Developed and executed internal and external communications plans announcing the merger and launching of a new parent company (Novartis), resulting in employee support for merger and positive media coverage
- Coordinated selection and management of public relations firm for global launch of two new products
- Created and produced newsletter that improved morale among worldwide senior management
- Redesigned employee publication, increasing readership and reducing production costs 25 percent
- Revitalized community grants committee and convinced management to increase funding 33 percent

Unocal Corporation, Los Angeles, California 1989 - 1993
International producer and marketer of oil and energy resources with annual sales exceeding $10 billion

Public Relations Representative
Handled media relations, public relations and crisis communications for refining, marketing, shipping, pipeline, oil shale and geothermal energy divisions. Helped operating facilities implement community relations plans. Wrote speeches and congressional testimony and contributed to internal and external publications.

- Created and executed media plan announcing launch of new motorist service in Los Angeles, San Francisco, San Jose, San Diego and Honolulu, producing significant broadcast media coverage
- Successfully managed public relations at two oil spills (on the coast of California and Texas), resulting in positive media coverage of the company’s spill response efforts
- Initiated community meeting program for refineries, leading to improved community relations

International provider of financial services and nation’s sixth largest bank

Assistant Vice President, Employee Communications, 1988
Coordinated preparation, production and distribution of internal publications and communications (magazines and newsletters), researching and writing stories and supervising photography and layout.

- Established and managed college internship program to increase department productivity

Special Projects Officer, Public Affairs Group, 1986
Wrote speeches for office of the chairman. Administered projects for executive vice president of public affairs, including annual stockholders’ meetings, corporate briefing book and quarterly marketing brochure.

- Streamlined process for updating semi-annual senior management briefing book

Government Relations Analyst, 1980
Monitored banking legislation in state legislatures nationwide, identifying bills with a potential impact on Security Pacific and assisting the general counsel in formulating company positions on key issues.

- Developed, implemented and managed a legislative information database and network linking Security Pacific’s Los Angeles, Sacramento and Washington D.C. government relations offices
- Helped coordinate multi-state lobbying efforts for a consortium of major California and New York banks

Operations Supervisor/Management Trainee, 1978
Following six-month training program, supervised branch office operations staff. Responsible for hiring, training, salary administration, internal audits, and resolving customer problems and complaints.

- Efforts to improve efficiency of operations staff led to most successful internal audit in five years
EDUCATION

Claremont Men’s College, Claremont, California
BA in Political Science, 1978

Loyola Marymount University, Los Angeles, California
MBA in Management and Organizational Behavior, 1988

PAST & PRESENT PROFESSIONAL AFFILIATIONS

Bellingham Technical College
BTC Foundation board member, 2008-2016
BTC board of trustees, 2016 – present

Whatcom County Boys and Girls Clubs
Board member, 2015-2007
Advisory committee member 2015-2017
Volunteer, 2008- present

City of Los Angeles Cultural Affairs Department – Bannings Landing Community Center
Board member, treasurer, chair of communications committee, 1998 – 2003

Harbor Area/South Bay YWCA Advisory Council
Chairperson, 2002 – 2003

International Association of Business Communicators
Lifetime member since 1994
Vice President of Long Beach/South Bay Chapter, 1999

International Trade Education Programs, Port of Los Angeles

Los Angeles Community College District – Harbor College Bond Oversight Committee
Committee member, 2001 – 2003

Public Relations Society of America
Member, 1994 – 2003

Western States Petroleum Association – Southern California External Affairs Committee
Chairperson, 2000 - 2004
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

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<table>
<thead>
<tr>
<th>First Name</th>
<th>Susan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Cole</td>
</tr>
<tr>
<td>Date</td>
<td>5/30/2018</td>
</tr>
<tr>
<td>Street Address</td>
<td>237 W. Kellogg Rd.</td>
</tr>
<tr>
<td>City</td>
<td>Bellingham</td>
</tr>
<tr>
<td>Zip</td>
<td>98226</td>
</tr>
<tr>
<td>Do you live in &amp; are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you have a different mailing address?</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Primary Telephone</td>
<td>3603833326</td>
</tr>
<tr>
<td>Secondary Telephone</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:scole@whatcom.edu">scole@whatcom.edu</a></td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>Business and Commerce Advisory Committee</td>
<td>Higher Education - Whatcom Community College</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 1</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
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</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
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<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>9. Please describe your occupation (or former occupation if retired), qualifications,</td>
<td>Executive Director for College Advancement/Whatcom Community College (WCC); 30+ years in private sector. Former governor-appointed WCC trustee. Board member. Chuckanut Health Foundation, Interfaith Coaliton, Bellingham</td>
</tr>
</tbody>
</table>
professional and/or community activities, and education

Airport Advisory Commission, previously Bellingham Board of Adjustment and Bellingham Library Board. BA, Western Washington University

10. Please describe why you’re interested in serving on this board or commission

This is an opportunity to bring together government, business and education to lift up Whatcom County and our citizens. Speaking for higher education, this offers us the means to understand the needs of business and the resources government has that we can complement. I welcome the chance to learn more about each of these sectors and about future possibilities to enhance Whatcom County.

References (please include daytime telephone number):

Tim Douglas 360.676.8530 Satpal Sidhu 360.305.4948

Signature of applicant:

Susan Cole

Place Signed / Submitted:

Bellingham, WA

(Section Break)

Email not displaying correctly? View it in your browser.
NaDean Hanson

From: noreply@civicplus.com
Sent: Monday, June 11, 2018 9:46 AM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

**Step 1**

Application for Appointment to Whatcom County Boards and Commissions

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<table>
<thead>
<tr>
<th>First Name</th>
<th>Chris</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Colon</td>
</tr>
<tr>
<td>Date</td>
<td>6/11/2018</td>
</tr>
<tr>
<td>Street Address</td>
<td>8763 White Rd.</td>
</tr>
<tr>
<td>City</td>
<td>Blaine</td>
</tr>
<tr>
<td>Zip</td>
<td>98230</td>
</tr>
<tr>
<td>Do you live in &amp; are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you have a different mailing address?</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Primary Telephone</td>
<td>360-739-9357</td>
</tr>
<tr>
<td>Secondary Telephone</td>
<td>360-332-1895</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:ckcolon@yahoo.com">ckcolon@yahoo.com</a></td>
</tr>
</tbody>
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**Step 2**
<table>
<thead>
<tr>
<th>Question</th>
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<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 5</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
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</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, please explain</td>
<td>My wife is a volunteer CASA for Whatcom County. This is not paid for the position, but I am including the information for full disclosure. Cynthia Whipple is the coordinator for the CASA program if additional information is required.</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to</td>
<td>Chris Colon BIO pdf</td>
</tr>
</tbody>
</table>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am currently employed at the BP Cherry Point Refinery as the site Continuous Improvement Coach, serving the previous 8 years as a Turnaround Execution Lead. Before employment with BP I worked for a mechanical contract service provider as a piping foreman. I served as a volunteer firefighter for North Whatcom Fire and Rescue for 8 years, taught Sunday school at our church, and was active in our local 4H program. My wife and I were also foster and foster/adopt parents. I received a Bachelor of Science degree in Public Relations/Speech Communication from Central Washington University, and an Associate of Arts degree in Commercial Aviation from Big Bend Community College in Moses Lake.

10. Please describe why you’re interested in serving on this board or commission

I love this community and the beauty and diversity it offers. I feel that the businesses and industries that have the privilege to operate in Whatcom County are a vital part of our community and contribute to the sustainability of the community in a major way, and am excited about the opportunity the County Council has offered our business in helping to shape what the future of the county could look like. I believe my experience in evaluating work processes, relationships of stakeholders, and truly understanding the problems we are trying to solve from a root-cause perspective would be valuable in the discussions of this board.

References (please include daytime telephone number):

Derek Gremban- 269-808-1300  Jeff TenPas - 360-815-0270
Frank Capristo- 360-393-2795 (cell) 360-685-2000 (office)

Signature of applicant:  Christopher N. Colon

Place Signed / Submitted:  Blaine, WA

(Section Break)

Email not displaying correctly? View it in your browser.
Chris Colon is the Cherry Point Refinery Continuous Improvement Coach, and had served as the interim Business Improvement Manager in 2015. Prior to taking the CI Coach role in 2013, Chris was a Turnaround Execution Lead and had worked in the Turnaround Planning Department since 2005. Chris started with BP as a General Shop Technician in 2003, previously working for a contract company at Cherry Point as a Pipefitter Foreman.

Chris has had the opportunity to lead CI teams and activities across the US and with international teams in Germany and the Netherlands. All of these efforts were lead with a passion for dynamic work design, working to match business activity to the intent and connecting the human chain.

Chris Graduated from Central Washington University with a degree in Public Relations/ Speech Communication and an AA degree in Commercial Aviation from Big Bend Community College in Moses Lake. After graduation from Central, Chris worked in media and business management in Ellensburg until making the move to Whatcom County in 1999.

<table>
<thead>
<tr>
<th>Year</th>
<th>Position/Institution</th>
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<tbody>
<tr>
<td>1992</td>
<td>AA Commercial Aviation</td>
</tr>
<tr>
<td></td>
<td>Big Bend CC</td>
</tr>
<tr>
<td>1992-1995</td>
<td>BS Public Relations/ Speech Communication</td>
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<td></td>
<td>Central Washington University</td>
</tr>
<tr>
<td>1995-1999</td>
<td>Reixinger Enterprises/ XXLE Radio-</td>
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<td></td>
<td>Ellensburg</td>
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<tr>
<td>1999-2003</td>
<td>Colt/Matrix- Pipefitter/ Foreman</td>
</tr>
<tr>
<td>2003-2005</td>
<td>BP Cherry Point General Shop Technician</td>
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<tr>
<td>2005-2013</td>
<td>TA Planning- Discipline Planner and</td>
</tr>
<tr>
<td></td>
<td>Team Lead</td>
</tr>
<tr>
<td>2013-present</td>
<td>Site Continuous Improvement Coach</td>
</tr>
</tbody>
</table>
Board and Commission Application

**Step 1**

Application for Appointment to Whatcom County Boards and Commissions

**Public Statement**

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<table>
<thead>
<tr>
<th>First Name</th>
<th>Pete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Dawson</td>
</tr>
<tr>
<td>Date</td>
<td>6/8/2018</td>
</tr>
<tr>
<td>Street Address</td>
<td>405 32nd Street, Ste 110</td>
</tr>
<tr>
<td>City</td>
<td>Bellingham</td>
</tr>
<tr>
<td>Zip</td>
<td>98225</td>
</tr>
<tr>
<td>Do you live in &amp; are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you have a different mailing address?</td>
<td>YES</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>PO Box 31806 Bellingham, WA 98228</td>
</tr>
<tr>
<td>Primary Telephone</td>
<td>3607561000</td>
</tr>
<tr>
<td>Secondary Telephone</td>
<td><em>Field not completed.</em></td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:pdawson@dawson.com">pdawson@dawson.com</a></td>
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**Step 2**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
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<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 3</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?</td>
<td>No</td>
</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

If yes, please explain: President, CEO of Dawson Construction

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions: Dawson, Pete Resume for Whatcom County Board.pdf
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am the President and CEO of Dawson Construction. I am a 2nd generation leader, succeeding my father and company founder, J.R. Dawson. I graduated from Montana St. in Bozeman with a Construction Engineering Degree. I am a member of the Bellingham/Whatcom County Chamber of Commerce, Bellingham Bay Rotary Club, the YMCA Building Committee, WWU Foundation and Sustainable Connections.

10. Please describe why you’re interested in serving on this board or commission

For profit real estate and construction industry

References (please include daytime telephone number):

Ron Cowan, Bellingham School District 360.676.6521 and Terry Brown, Zervas Group Architects 360.734.4744

Signature of applicant: Pete Dawson

Place Signed / Submitted: Bellingham, WA

(Section Break)

Email not displaying correctly? View it in your browser.
PETE DAWSON PRESIDENT, CEO

QUALIFICATIONS

Pete was born and raised in Whatcom County. He cares deeply about the community he lives and works in and, through his business, strives to build for a better future.

Pete has been the President and CEO of Dawson Construction since taking over ownership from his father, Jack Dawson, in 1997. He established Dawson’s mission of “building with leadership, predictability and value to ensure successful construction projects.” He is a strong advocate of working in the project’s best interests and “doing the right thing” for his employees, clients and partners. He emphasizes a culture of continuous improvement and is dedicated to building enduring industry relationships through fair and honest management which takes into account the best interest of all team members.

Pete’s emphasis on safety, quality, environmental sustainability and the delivery of successful projects has instilled pride in the company and earned the Dawson team recognition as recipients of multiple construction industry awards, including:

✓ Sustainable Connections 2017 Sustainability Champion Award: Strong Community
✓ Associated General Contractors (AGC) 2017 Safety & Claims Management Excellence Award
✓ AIA Northwest Washington 2016 Honor Award for the Waples Mercantile Building

MEMBERSHIPS

✓ Bellingham/Whatcom County Chamber of Commerce
✓ Whatcom County Jail Task Force Committee
✓ Bellingham Bay Rotary Club
✓ YMCA Building Committee
✓ Western Washington University Foundation
✓ Sustainable Connections

NOTABLE WHATCOM COUNTY PROJECTS

✓ Sehome High School Replacement
✓ Whatcom Middle School Replacement
✓ Bellingham High School Expansion
✓ Western Washington University Multicultural Center

EDUCATION

Montana State University
Bachelor of Science, Construction Engineering Technology

REFERENCES

Ron Cowan
Bellingham School District
360.676.6521

Terry Brown
Zervas Group Architects
360.734.4744
Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
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First Name        Casey
Last Name         Diggs
Date              6/4/2018
Street Address    2839 Humboldt
City              Bellingham
Zip               98225
Do you live in & are you registered to vote in Whatcom County?  Yes
Do you have a different mailing address?  Field not completed.
Primary Telephone 3603039548
Secondary Telephone Field not completed.
Email Address     Diggs@gmail.com

Step 2
<table>
<thead>
<tr>
<th>Question</th>
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<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>Business and Commerce Advisory Committee Position:</td>
<td>Retail</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 2</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?</td>
<td>No</td>
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<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
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<td>No</td>
</tr>
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</table>

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),

Casey Diggs Resume.pdf

Please see attached resume
qualifications, professional and/or community activities, and education

| 10. Please describe why you’re interested in serving on this board or commission | I am invested in committing my time and energy towards the hard work that is needed to instigate growth in our community. Being a part of the positive direction that is going to make our county a better place to live and visit is an essential value that drives my daily choices. Serving on this board would allow me the opportunity to give back to the community that has given me so much, and I would happily do so with humility, grit and diplomacy. |
| References (please include daytime telephone number): | Ed Bennett; Boundary Bay Brewery, Proprietor (360-927-2715) Jake Jarvis; Crux Concrete, Proprietor (360-739-8791) Jenny Schmidt; Board President, Shifting Gears (360-927-5434) |
| Signature of applicant: | Casey Diggs |
| Place Signed / Submitted | 1103 Railroad Ave, Bellingham, Wa 98225 |

(Section Break)

Email not displaying correctly? View it in your browser.
CASEY R. DIGGS
2839 Humboldt St. • Bellingham, WA 98225 • 360.303.9548
casey@bbaybrewery.com

PROFILE
Accomplished and driven downtown business manager with strong public relations and business experience looking for opportunities to improve my local community. Collaborated with over 160 local organizations by facilitating with diplomacy, grit and generosity. Committed to broadening my potential impact in the community by executing strategic plans that will stimulate growth and improve lifestyles of all demographics in Bellingham.

EXPERIENCE

Boundary Bay Brewery
Operations Manager 2006 – Present
Office Assistant 2002 – 2006
Responsible for inter-departmental communications and logistics coordination. Oversee Human Resources, conflict resolution and general support staff. Manage Community Outreach programs. Conceptualized and implemented a donation review committee composed of current employees. Responsible for outreach and donation coordination with over 160 community organizations in 2017.

COMMUNITY AFFILIATIONS
Max Higbee Center
WWU Alumni Assoc.
City of Bellingham
NSEA
WDRC
Bellingham Firefighters
Recreation NW
Opportunity Council
+150 More

PROFESSIONAL AFFILIATIONS
Downtown Bellingham Partnership
President, Board of Directors 2014 – Present
Bellingham St. Patrick’s Day Parade
Committee Chair 2010 – Present

AWARDS
2014 Outstanding Philanthropic Small Business Award
Association of Fundraising Professionals, WA Chapter
2015 Community Impact Award
Boys & Girls Club of Whatcom County
2016 Community Volunteer Recognition Award
Western Washington University
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
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First Name  Jim
Last Name  Drinkwine
Date  12/21/1964
Street Address  2409 Main Street #104
City  Ferndale
Zip  98248
Do you live in & are you registered to vote in Whatcom County?  Yes
Do you have a different mailing address?  Field not completed.
Primary Telephone  3603833506
Secondary Telephone  2532173142
Email Address  jdrinkwine@whatcom.edu

Step 2
<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
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</thead>
<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>Business and Commerce Advisory Committee Position:</td>
<td>Higher Education - Whatcom Community College</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 5</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
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<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
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<tr>
<td>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?</td>
<td>No</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td>Jim Drinkwine Resume.pdf</td>
</tr>
<tr>
<td>9. Please describe your occupation (or former occupation if retired),</td>
<td>As a business instructor, I work with students to help them understand important business concepts and how they apply beyond the classroom. I bring in my experience in journalism,</td>
</tr>
</tbody>
</table>
qualifications, professional and/or community activities, and education

healthcare, finance, telecommunications, and hospitality to provide students examples of the concepts. I have taught courses ranging from accounting to operations management. My current focus is on general business, management, and accounting.

10. Please describe why you're interested in serving on this board or commission

I am interested in serving on this commission for two primary reasons: 1) To engage with my community in a meaningful way, allowing me to share my experience in a wide variety of business settings as well as in the classroom while becoming more acquainted with Whatcom County. 2) To better connect business education to the current business climate.

References (please include daytime telephone number):

Guy Smith - (360) 383-3556 Kate Baker - (360) 383-3537 John Fasler - (360) 383-3502

Signature of applicant: Jim Drinkwine

Place Signed / Submitted Bellingham, WA

(Section Break)

Email not displaying correctly? View it in your browser.
SUMMARY OF QUALIFICATIONS

- More than 10 years of experience teaching and developing community relationships
- Collaborative and creative colleague with focus on inclusion and team-building
- Skilled leader with focus on people
- Critical thinker with strong ability to identify trends and develop appropriate strategies
- Exceptional communication skills
- Big-picture thinker who is great at building relationships and making connections

PROFESSIONAL EXPERIENCE

Full-time Business Faculty – Whatcom Community College, Bellingham, WA, 2017-Present
Teach business courses as assigned including Introduction to Business, Principles of Management, Retail Management, and various accounting courses. Partner with campus colleagues and business professionals to identify trends in business and incorporate them into the curriculum.
- Participate in campus projects including WCC’s new makerspace project housed in the Phyllis and Charles Self Learning Commons
- Co-advisor for WCC’s Business Students Club

Senior Learning Advisor – King County Department of Judicial Administration, Seattle, WA, 2017
Provide strategic direction, program development, and execution in alignment with the King County Strategic Plan. Contribute toward the success of King County’s ranking in the top 200 of Forbes 2016 America’s Best Employers and goal to be the nation’s best-run government. Develop and deliver learning programs and materials supporting professional and personal growth for DJA staff. Consult with managers, supervisors, and employees on personal development planning and develop annual training plans for new and existing employees.
- Gather information and target training for new and existing employees at all levels of the organization.
- Plan, develop, coordinate, promote, schedule and conduct training programs.
- Develop metrics to evaluate the effectiveness of training efforts via evaluations, surveys and other methods; recommend and implement process/training improvements.
- Provide periodic reports and analysis of training activities and outcomes.

New Instructor Bootcamp Instructor - Olympic College, Bremerton, WA, 2015-Present
Facilitate professional development training for subject matter experts who are now teaching professional/technical programs for Washington community and technical colleges. Work as part of a team to update program curriculum.
- Recruited to help redesign the Advanced BootCamp for Professional Technical instructors.
- Mentor additional BootCamp instructors

Tenured Instructor - Renton Technical College, Renton, WA, 2008-2016
Using Canvas LMS, classroom teaching, group projects, and other learning methods, I connect students to business concepts around management/leadership, accounting, human relations, law, and other business-related courses. Using Reading Apprenticeship and Universal Design for Learning concepts, curriculum supports learning how to learn and multiple modalities.
Business Education Program Developer - Green River College, Kent, WA, 2006-2008
Analyze trends and develop new professional development and career enhancement classes to meet the market's needs. Hire and train new instructors. Monitor instructors' courses and evaluate their teaching style. Manage customized training for area businesses from initial contact through contract fulfillment, which involves assessing needs and identifying opportunities, creating and monitoring contracts, and post-training evaluation and process checks.

Academic Advisor - City University of Seattle, Bellevue, WA, 2003-2006
Work with students and prospective students to identify programs and courses that meet their personal and professional goals. Research businesses to identify potential partnerships and build synergistic relationships. Serve as the team's first point of contact for PeopleSoft and technology issues.

Branch Manager - Portamedic, Bellevue, WA, 2002-2003
Hire, train, coach, and supervise employees and contracted medical professionals for this nationwide company that provides health information services to life and health insurance companies. Ensured customer satisfaction; developed and evaluated sales/marketing strategies; built and maintained relationships with insurance agents; and prepared and monitored budgets, payroll, accounts payable, and inventory control.

Serve as Corporate Relations liaison with product development, marketing, and legal teams for this financial services firm; produce newsletters from concept to delivery; create, implement, and measure strategic communication plans consistent with corporate objectives; develop and manage communication channels such as broadcast emails and faxes, newsletters, and publications; advise and train other departments on effective communication methods.

Develop and implement strategic communication plans for this wireless communications company; write and edit newsletters, training guides, call center scripts, proposals, and procedures; provide guidance and training to project managers and team leaders regarding effective communication tools and strategies; participate in new product development; work in cooperation with customer service, sales, marketing, and information technology on product launches, system changes, and other large projects; lead focus groups, brainstorming sessions, and team meetings; and plan and coordinate special events.

EDUCATION

Master of Business Administration, City University, Bellevue, WA
Bachelor of Arts: Communications, Washington State University, Pullman, WA
Associate of Arts, Peninsula College, Port Angeles, WA

PROFESSIONAL AFFILIATIONS

- Renton Technical College Foundation, Director, 2013-2016
- Renton Chamber of Commerce, Member, 2013-2016
- National Association of Community College Entrepreneurship, Member, 2009-2016
- International Association of Business Communicators, Interim Chair, Professional Development, 2001-2002
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Andrew Gamble
Street Address: 8612 Harbor Drive
City: Blaine
Zip Code: 98230

Date: June 05, 2018

E-mail address: OSCAR 1987@YAHOO.COM

1. Name of board or committee—please see reverse: Energy & Marine trades & the Business and Commerce Advisory Committee

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) ( ) One ( ) Two ( ) Three ( ) Four ( ) Five

4. Which Council district do you live in? ( ) Yes ( ) No

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. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ( ) Yes ( ) No

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

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

BTC Graduate 2006
Ferndale Terminal Manager - Chevron Pipeline Co & Petrogas

11. Please describe why you’re interested in serving on this board or commission:

I bring unique experience in marine commerce with my expertise in maritime LPG exporting and terminaling.

References (please include daytime telephone number):

Laura McKinney - Alcoa Gout Affairs - 360-384-7316

Signature of applicant: [Signature] 6-05-2018

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Board and Commission Application

Step 1

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<table>
<thead>
<tr>
<th>First Name</th>
<th>Richard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Griffith</td>
</tr>
<tr>
<td>Date</td>
<td>6/11/2018</td>
</tr>
<tr>
<td>Street Address</td>
<td>2528 Lake Whatcom Blvd</td>
</tr>
<tr>
<td>City</td>
<td>Bellingham</td>
</tr>
<tr>
<td>Zip</td>
<td>98229</td>
</tr>
<tr>
<td>Do you live in &amp; are you registered to vote in Whatcom County?</td>
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</tr>
<tr>
<td>Do you have a different mailing address?</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Primary Telephone</td>
<td>360.393.7895</td>
</tr>
<tr>
<td>Secondary Telephone</td>
<td>360.671.4736</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:rich@bornstein.com">rich@bornstein.com</a></td>
</tr>
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Step 2
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<tr>
<th>1. Name of Board or Committee</th>
<th>Business and Commerce Advisory Committee</th>
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<tbody>
<tr>
<td>Business and Commerce Advisory Committee Position:</td>
<td>Food processing</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
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<td>No</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td>RGriffith Resume.pdf</td>
</tr>
<tr>
<td>9. Please describe your occupation (or former occupation if retired),</td>
<td>Please see attached</td>
</tr>
</tbody>
</table>
qualifications, professional and/or community activities, and education

10. Please describe why you're interested in serving on this board or commission

<table>
<thead>
<tr>
<th>References (please include daytime telephone number):</th>
<th>Colin Bornstein CEO Bornstein Seafoods 360.734.7990 John Roy Finance Mgr. Roger Jobs 360.820.4756 Roger Chamberlin Owner Rice Insurance 360.734.1161</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of applicant:</td>
<td>Richard Griffith</td>
</tr>
<tr>
<td>Place Signed / Submitted</td>
<td>Bellingham, WA</td>
</tr>
</tbody>
</table>

Email not displaying correctly? View it in your browser.
Richard C. Griffith, CPA

2528 Lake Whatcom Boulevard ▪ Bellingham, WA ▪ Home: 360.671.4736 ▪ rich@bornstein.com


--- EXPERIENCE ---

BORNSTEIN SEAFOODS, INC. – Bellingham, WA
*Historic Northwest Seafood processor with multiple locations and revenue over $90 million*

**Senior Vice President.** January 2011 to present
Reports directly to CEO and owners/board of directors. Responsible for all company accounting functions. Assists CEO in oversight of sales, operations and human resources. Instrumental in more than doubling company revenues.

**Chief Financial Officer.** June 2004 to December 2010

WHATCOM COUNTY AUDITOR’S OFFICE – Bellingham, WA

**Chief Deputy Auditor.** December 2001 to June 2004
Responsible for office management for all three functional areas – elections, recording and licensing.

BURGER ME – Bellingham, WA

*Quick service restaurant with 60 seats and annual revenue of over $400,000.*

**Owner/Operator.** July 2001 to November 2008

BROWN & COLE STORES – Bellingham, WA

*Regional grocery store chain with annual revenue of over $390 million.*

**Controller.** March 1999 to June 2001
Responsible for all accounting functions for 35 stores. Supervised 25 employees, prepared monthly financial statements including multi-company consolidations, managed annual financial audit.

WHATCOM STATE BANK – Bellingham, WA

**Controller.** February 1998 to March 1999

GOLDIE’S PATIO GRILL – Bellingham, WA

*Casual dining restaurant with 176 seats and annual revenue of over $500,000.*

**Owner/Operator.** January 1992 to May 2000

COOPERS & LYBRAND – Tulsa, OK

**Senior Auditor.** December 1987 to July 1991

--- EDUCATION ---

ORAL ROBERTS UNIVERSITY – Tulsa, OK

BBS, Accounting, 1986
CPA, 1988

--- OTHER ---

THE WHATCOM DREAM – Bellingham, WA

*Provides financial education and support to Whatcom County residents seeking to realize their dreams*

**Board President.** March 2015 to present
Board and Commission Application

### Step 1

Application for Appointment to Whatcom County Boards and Commissions

**Public Statement**

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<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
<td>Kris</td>
</tr>
<tr>
<td>Last Name</td>
<td>Halterman</td>
</tr>
<tr>
<td>Date</td>
<td>5/25/2018</td>
</tr>
<tr>
<td>Street Address</td>
<td>4004 Cedarbrooke CT</td>
</tr>
<tr>
<td>City</td>
<td>Bellingham</td>
</tr>
<tr>
<td>Zip</td>
<td>98229</td>
</tr>
<tr>
<td>Do you live in &amp; are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you have a different mailing address?</td>
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</tr>
<tr>
<td>Primary Telephone</td>
<td>3607395890</td>
</tr>
<tr>
<td>Secondary Telephone</td>
<td>3607395890</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:khalterman@gmail.com">khalterman@gmail.com</a></td>
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</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>No</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>9. Please describe your occupation (or former occupation if retired), qualifications,</td>
<td>Owner, President of ABC Bookkeeping, Inc. since 2008 Owner, Park Lanes Bowling, Inc. family business since 1954 President, SAVE (Social Alliance for a Vibrant Economy) 2015</td>
</tr>
</tbody>
</table>
10. Please describe why you're interested in serving on this board or commission

Having lived my entire life in Whatcom County/Bellingham and operating two businesses in this community for decades, I have seen good and bad times in our local economy. I've worked with a diverse segment of the community and listened to their interests and concerns regarding business and economic opportunities here. An important part of this community is missing when our businesses and local leaders fail to connect and measure the effects that public policy has had and will have on local and future economic activity. Because of my personal business experience I worked to create and launch SAVE, a nonprofit focused on economic education to promote a better understanding of the role people have, and how they are connected, to the economic world. I believe that if selected for this committee, I can provide insight and great value to help achieve a positive future for Whatcom County.

References (please include daytime telephone number):

Guy Occhigrosso, Bellingham/Whatcom Chamber of Commerce: (360) 734-1330
Jon Strong, Whatcom Business Alliance: (360) 746-0411
Hans Erchinger-Davis, Exec. Dir.
LMM: (360) 733-5120 ext. 101

Signature of applicant:

Kris Halterman

Place Signed / Submitted

Bellingham / Whatcom County / Washington

Email not displaying correctly? View it in your browser.
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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.

First Name          Jonathan
Last Name           Humphrey
Date                5/25/2018
Street Address      4521 Fremont St.
City                Bellingham
Zip                 98229
Do you live in & are you registered to vote in Whatcom County? Yes
Do you have a different mailing address? Field not completed.
Primary Telephone   3603060765
Secondary Telephone Field not completed.
Email Address       baceman007@gmail.com

Step 2
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>Business and Commerce Advisory Committee</td>
<td>Internet technology</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 3</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?</td>
<td>No</td>
</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>8. Do you or your spouse have a financial interest in or are you an employee of any business or agency that does business with Whatcom County?</td>
<td>No</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td><a href="JonHumphrey2015TechResume.pdf">JonHumphrey2015TechResume.pdf</a></td>
</tr>
<tr>
<td>9. Please describe your occupation (or former occupation if retired), qualifications,</td>
<td>I have been both doing music and working on computers since I was about 12. I have over 25 years of professional experience with both. I hold a degree from the HARTT School of Music in Music Production/Tehcnology and run a small business with</td>
</tr>
</tbody>
</table>
425

professional and/or community activities, and education

my wife in the Geneva area. We run a music school. Like many small businesses today, we rely heavily on technology to do everything from schedule lessons to provide Skype (aka video over internet) lessons with the San Juan Islands and Alaska. Yet we don't have the network resources we really need to expand and bring more money into our community technologically. The Big Telecoms ensure that we are always the weakest link and their services are unreliable. As a business that earns less than $100K a year, which represents one of the largest growth areas in our economy, I can provide a perspective that the over-represented large businesses can not. We are of course, also a local business, and I can provide perspective on those needs as well. On the IT front I still do quite a bit of programming, hardware repair, and design work. (Please see my resume for languages, etc.) I have specifically been working on the Public Broadband issue, as a volunteer, in Bellingham for about 2 years now and have made some real progress and have solid research on this issue. I am an expert in modern forms of broadband communications. Here is a link to my LinuxFest 2018 talk for more information.

https://www.youtube.com/watch?v=4ntzy8-p1fA As you can see in the video, I have a lot of experience with technology education as well and can break down complex topics into easy to understand terms.

10. Please describe why you’re interested in serving on this board or commission

I have lived all over the country, but I didn’t feel home until I moved to Whatcom County about 9 years ago. I know that this is the best place to live in the country, and I want to use my expertise to do what’s best for our County, and its citizens. I have an excellent balance of expertise in technology paired with the needs of small business. I am also community minded, and have worked on housing and the homelessness issue as well. I always put the least represented in our community first. So I can provide technological perspective not just on the needs for small and larger businesses, but also on the needs of our community as a whole.

References (please include daytime telephone number):

Kevin Leja (Indivisible Bellingham) - 360-393-2434 Hugh Newmark (Best Buds Gaming Lounge Owner) - 360.398.6183 Michael Lilliquist (COB Council Member) - (360) 778-8212

Signature of applicant: Jonathan Humphrey

Place Signed / Submitted Bellingham, WA

(Section Break)

Email not displaying correctly? View it in your browser.
Jonathan P. Humphrey
4521 Fremont Street
Bellingham, WA 98229
(360)392-8777
baceman007@gmail.com

CURRENT IT WORK

* Arduino Programming (Including a TARDIS Control Console for the WWU Planetarium)
* Steallarium JavaScripting
* Raspberry Pi Development and Education
* Pro Audio/Video Presentations (Focusing on Open Source Applications that increase accessibility by removing the cost barriers to technology including Audacity and OpenShot)
* Salesforce Setup and Development (Bellingham Festival of Music)
* NWWIHB (Northwest Washington Indian Healthboard) Presentations, Training, Web Design and Support, Server Administration, Google Services, Networking, and Presentation Setup
* Wordpress site development and administration
* Salesforce setup, development, and administration

SKILLS & QUALIFICATIONS

* Seven years experience working in a IT Desktop support role
* Three years experience working in a Macintosh environment
* Proficient in troubleshooting, assembling, diagnosing, repairing, and setting up new computer systems
* Able to troubleshoot network connectivity, e-mail, and protocol issues
* Expertise in multiple operating systems, including OSX, Windows, and Linux
* Server Administration experience on Macintosh and Windows platforms
* Peripheral repair includes printers, scanners, mice, keyboards, external drives, memory devices, fingerprint reading devices.
* Strong communication and problem solving skills
* Reputation as dependable, accountable, and able to work on a team
* Able to work under minimal supervision
* MySQL and Oracle

CERTIFICATIONS

* Comptia A+ Certification
* Apple Certified Macintosh Technician
* Apple Certified Technical Coordinator
* Apple OS Certification
* Endeavor Certification 300 "Service Your Way"
* USSG Unix Administrator Certification

RELEVANT EMPLOYMENT EXPERIENCE
NCI
Database Administration
Plone
Wordpress
Sedro-Woolley, WA
Salesforce Administration
Apple Support Technician Including Enterprise Servers
Windows Clients XP and 7 Clients
Windows Servers including Quickbooks Server
Large Network Administration

Computer Consultation/Web Design
Bellingham, WA
Provide on-call desktop, network, and server support for organizations such as Northwest Indian Health
Board and Agape Adoptions.
(September 2010-present)
* Completed major Server 2008 R2 replacement and migration project, replaced Windows XP with
Windows 7 workstations
* Designed and maintain webpages for clients primarily using CSS/HTML and editors such as
Dreamweaver and Bluefish
* www.agapeadoptions.org design and implementation
* On-site Windows (all OS versions), Mac, and Linux support.
Computer Consultant/technician
T.D. Curran
Meridian St.
Bellingham, WA
Sold, serviced, and repaired Apple computers and products. Sold and serviced Verizon products.
Provided one-on-one customer training.
Completed Verizon training. (March 2010-September 2010)
* Consistently received positive customer service reviews
* Received above average employer reviews
Macintosh Technician
CCSU
New Britain, CT
Provided hands-on faculty and staff support for Macintosh and Windows computers. Repaired
Macintosh and Windows computers.
Diagnosed and repaired printers. (April 2008-February 2009)
* Provided one to one, face to face, customer support.
* Ability to explain complex topics in easy to understand terms.
* Provided staff with training on computer systems
Mac Genius
Apple Store, Westfarms
Farmington, CT
Provide frontline customer support at the Genius Bar, including hardware and software
troubleshooting, diagnosis, and repair. Provide
basic customer product training. Provide technical support for in-house systems and provide ongoing
technology coaching to sales associates. (March 2007-April 2008)
* Reputation for excellent customer service and received above-average performance review
* Worked a rotating schedule that often included providing support at night and on weekends
* Software troubleshooting included OS compatibility with applications, driver software, and editing Apple's Font Book
* Repairs are done in an accurate and timely fashion

Systems Analyst
University of Hartford Mortensen Library
West Hartford, CT
Support and maintain University Libraries computing and information technology systems. Implement upgrades as well as expansions of networks and systems. Determine hardware and software needs and recommend the purchase of necessary equipment. (June 2006-December 2006)
* Provide technical expertise and support for library services to faculty, students, and staff. Provide on-call coverage for critical systems 24 hours per day.
* Set up a Brown Bag Lunch Series to train and educate the library staff on new and different ways of using technology to improve productivity.

Computer Specialist/
Server Administrator
Indiana University Jacobs School of Music
Bloomington, IN
Provide primary phone and office computer support for faculty and staff. Primary server administrator for School of Music, using Windows Server 2003, Active Directory, and OSX Server. Maintain and troubleshoot software and hardware for 300 PCs and 70 Macs.
Expertise in multiple operating systems, including Windows XP, Mac OSX and Linux. (Jan. 2005-May 2006)
* Completed major computer deployment project of 90 PCs and 40 Macs
* Computer acquisition, replacement, recommendations, security, scripting, server OS installation, log investigation, and backup
* Repaired a wide range of peripherals, including printers, scanners, external drives, and memory devices.
* Developed and created user education videos
* Completed OSX Server Essentials training

Computer Consultant
UIITS – Support Center Front-Line
Indiana University, Bloomington, IN
Provide phone and e-mail consulting for entire student body, faculty, and staff as member of computer support team and Help Desk.
Provide carry-in support, including troubleshooting hardware and software problems, installing software, upgrading memory, and performing operating system rebuilds. (Feb. 2004-Dec. 2004)
* Implemented successful cleaning and organization program
* Completed Comptia A+ certification
* Gained customer service skills
PROFESSIONAL TRAINING AND EDUCATION

Degree:
*B.M. Cum Laude, Music Production and Technology, The Hartt School, University of
Harford, May 2003. Achieved the Dean’s List for outstanding academic performance and the
Hartt Performing Arts Scholarship for outstanding artistic achievement.

Continuing Education:
* Classes in Stream Ecology, Chemistry, Organic Chemistry, Cellular biology, and Calculus, Skagit
Valley College, 2010-2011
* Endeavor Certification 300 "Service Your Way", 2006
* OSX Server Essentials (Tiger) Ed Cert, Indiana University, 2006
* Windows Server 2003 Ed Cert, Indiana University, 2005
* "Securing a Microsoft Windows Environment" seminar, Indiana University, 2005
* Apple Help Desk Essentials Training, Bloomington, IN, 2005
* Microsoft Outlook Training, Indiana University Ed Cert, 2004

REFERENCES
Don Vesper - Director
Northwest Washington Indian Health Board
(360)647-9480

Brian Festa - Windows/Mac Support Technician, Travelers Insurance
(860)597-2687

Peter Szul - Apple Support Lead Technician / Supervisor
CCSU
(860)777-5800
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
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First Name  Sarah
Last Name  Hutton
Date  6/7/2018
Street Address  2217 Yew Street
City  Bellingham
Zip  98229
Do you live in & are you registered to vote in Whatcom County?  Yes
Do you have a different mailing address?  YES
Mailing Address  PO Box 30882 Bellingham, WA 98228
Primary Telephone  360-671-2626
Secondary Telephone  Field not completed.
Email Address  sarah@villagebooks.com
<table>
<thead>
<tr>
<th>Step 2</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>Business and Commerce Advisory Committee</td>
<td>Retail</td>
</tr>
<tr>
<td>Position:</td>
<td></td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation</td>
<td>Yes</td>
</tr>
<tr>
<td>requirements of the position for which you’re applying?</td>
<td></td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 2</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a</td>
<td>No</td>
</tr>
<tr>
<td>paid elected office in any jurisdiction within the county?</td>
<td></td>
</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>8. Do you or your spouse have a financial interest in or are you an</td>
<td>Yes</td>
</tr>
<tr>
<td>employee or officer of any business or agency that does business</td>
<td></td>
</tr>
<tr>
<td>with Whatcom County?</td>
<td></td>
</tr>
<tr>
<td>If yes, please explain</td>
<td>Member of the board of Sustainable Connections, which has some</td>
</tr>
<tr>
<td></td>
<td>government contracts</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience,</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>qualifications, &amp; interest in response to</td>
<td></td>
</tr>
</tbody>
</table>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am a co-owner of a business in Whatcom County and a member of the board of Sustainable Connections. Also participate in bookstore-specific communities regionally and nationally.

10. Please describe why you’re interested in serving on this board or commission

I think that business owners and other high-level position holders have a unique and valuable view of the many ways business can impact an economy and a community.

References (please include daytime telephone number):

Kelly Evert 360-671-2626, Paul Hanson 360-671-2626, Chuck Robinson 360-319-6069

Signature of applicant:

Sarah Hutton

Place Signed / Submitted:

Bellingham, WA

(Section Break)

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Board and Commission Application

Step 1
Application for Appointment to Whatcom County Boards and Commissions

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First Name  Esther
Last Name    Hyun
Date         6/11/2018
Street Address  1700 D Street
City         Bellingham
Zip           98225
Do you live in & are you registered to vote in Whatcom County? Yes
Do you have a different mailing address? Field not completed.
Primary Telephone  360-647-1500
Secondary Telephone Field not completed.
Email Address  esther@carmichaelclark.com
Step 2
1. Name of Board or Committee: Business and Commerce Advisory Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? Yes

3. Which Council district do you live in? District 2

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? 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? No

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), Please see attached resume.

Esther Hyun Resume.pdf
As a business attorney and daughter of small business owners, I have a deep understanding of how government policies and regulations affect businesses of all sizes and industries. My professional knowledge and experience will allow me to bring a perspective to the Whatcom County Business and Commerce Advisory Committee that is broad-based and not partial to a specific industry. I hope to serve on the committee, so I can assist Whatcom County develop and implement plans that promote economic development and conditions that benefit most, if not all, businesses in the county.

<table>
<thead>
<tr>
<th>References (please include daytime telephone number):</th>
<th>Laughlan &quot;Loch&quot; Clark 360-647-1500; Lisa Keeler 360-647-1500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of applicant:</td>
<td>Esther Hyun</td>
</tr>
<tr>
<td>Place Signed / Submitted</td>
<td>Bellingham, WA</td>
</tr>
</tbody>
</table>

Email not displaying correctly? [View it in your browser.]
ESTHER HYUN
1700 D Street | Bellingham, WA 98225 | (360) 647-1500 | Esther@CarmichaelClark.com

LEGAL EXPERIENCE
CARMICHAEL CLARK, P.S., Bellingham, WA
Attorney, November 2017-Present Represent businesses, creditors, and individuals in a wide-range of business and real estate transactions and disputes. Provide counsel to employers on state and federal employment laws. Advise business entities on governance and formation issues.

SUTTELL & HAMMER, APC, Bellevue, WA
Attorney, May 2016-October 2017 Represented multi-national banks and corporate clients in all phases of consumer debt collection litigation.

HYUN LAW FIRM, San Diego, CA
Attorney, January 2014-April 2016 Assisted clients with business formation, contracts negotiations, and civil litigation. Advised clients on potential risks and drafted various agreements to protect their interests, including arbitration and service agreements.

THE HONORABLE LINDA C.J. LEE, Pierce County Superior Court, Tacoma, WA

EDUCATION
THOMAS JEFFERSON SCHOOL OF LAW, San Diego, CA
J.D. Degree, May 2013
Honors: Honor Roll, Fall 2011, Spring 2012, Fall 2012
Equal Justice Works Summer Corp Education Award, Summer 2012 Pro Bono Honors, May 2013

WASHINGTON STATE UNIVERSITY, Pullman, WA
B.A. Degree, Business Administration, May 2010

COMMUNITY INVOLVEMENT
AMERICAN BAR ASSOCIATION, Chicago, IL
Chair of the GPSolo Young Lawyers Committee, August 2017-Present
Vice Chair of the GPSolo Diversity Board, August 2015-Present
Young Lawyers Division Liaison to the GPSolo Division, August 2017-Present

LAW ADVOCATES
Volunteer, March 2018-Present

WASHINGTON WOMEN LAWYERS-WHATCOM COUNTY, Bellingham, WA
Member, December 2017-Present

WASHINGTON WOMEN LAWYERS-KING COUNTY, Seattle, WA
Board Member, January 2017-Present

WHATCOM COUNTY BAR ASSOCIATION, Bellingham, WA
Member, December 2017-Present

BAR ADMISSION
WASHINGTON, Admitted June 2017
CALIFORNIA, Admitted December 2013
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Brad Johnson
Date: 6/7/2018
Street Address: 516 High Street MS 9162
City: Bellingham, WA
Zip Code: 98225
Mailing Address (if different from street address):
Day Telephone: (360) 650-3000 Evening Telephone: 
Cell Phone: (360) 510-2618
E-mail address: brad.johnson@wwu.edu

1. Name of board or committee—please see reverse: Business and Commerce Advisory Committee
2. You must specify which position you are applying for. Please refer to vacancy list.
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.)
   ( ) yes ( ) no
4. Which Council district do you live in? One ( ) Two ( ) Three ( ) Four ( ) Five
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. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ( ) yes ( ) no
   You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.
10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education. Dean of the College of Science Engineering and Professor of Physics at Western Washington University. Dr. Johnson has been at Western since 1997.
   Education - PhD, University of Colorado, Boulder (1991)
11. Please describe why you’re interested in serving on this board or commission: As Dean of CSE, I have initiated a strategic goal of connecting the college and the university to the community in more meaningful ways, including partnerships promoting economic development, technology transfer, and attracting innovation economy sector partners to the county. Serving on this new committee is a vector towards advancing this goal.
   References (please include daytime telephone number): Sabah Randhawa, WWU President (360) 650-7614
   Brent Carbajal, WWU Provost (360) 650-3547
   Signature of applicant: 

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Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

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First Name          Tim
Last Name           Johnson
Date                6/11/2018
Street Address      3901 Unick Road
City                Ferndale
Zip                 98248
Do you live in & are you registered to vote in Whatcom County? Yes
Do you have a different mailing address? YES
Mailing Address     PO Box 8, Ferndale, WA 98248
Primary Telephone   360-384-8368
Secondary Telephone 360-420-0252
Email Address       tim.johnson@p66.com
## Step 2

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>Business and Commerce Advisory Committee Position:</td>
<td>Energy industry</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
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<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>9. Please describe your experience, qualifications, &amp; interest in response to the following questions</td>
<td>I am Environmental Team Leader at Phillips 66 Ferndale</td>
</tr>
</tbody>
</table>
occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Refinery, managing waste and water compliance, natural resource and land use permitting. Volunteer board of director for Whatcom County Habitat for Humanity. BS Biology - Eastern University; MS Zoology - University of Idaho.

10. Please describe why you’re interested in serving on this board or commission

To support development of recommendations on plans, regulations, and proposals which ensure the county is client-focused and supportive to businesses. Will seek to do this in a manner that is balanced, transparent, and provides for careful consideration of impacts of such recommendations.

References (please include daytime telephone number):

John Andersen, 360-780-7129

Signature of applicant:

Tim Johnson

Place Signed / Submitted

Ferndale, WA
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

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First Name  James
Last Name  Markarian
Date  6/8/2018
Street Address  2867 Jensen Rd
City  Bellingham
Zip  98226
Do you live in & are you registered to vote in Whatcom County?  Yes
Do you have a different mailing address?  Field not completed.
Primary Telephone  3605611761
Secondary Telephone  8584422729
Email Address  james.markarian@gmail.com

Step 2
<table>
<thead>
<tr>
<th>1. Name of Board or Committee</th>
<th>Business and Commerce Advisory Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Do you meet the residency,</td>
<td>Yes</td>
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<tr>
<td>employment, and/or affiliation</td>
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<td>requirements of the position</td>
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<td>for which you’re applying?</td>
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<td>3. Which Council district</td>
<td>Field not completed.</td>
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<td>do you live in?</td>
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<td>4. Are you a US citizen?</td>
<td>Yes</td>
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<td>5. Are you registered to</td>
<td>Yes</td>
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<tr>
<td>vote in Whatcom County?</td>
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<td>6. Have you declared</td>
<td>No</td>
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<td>candidacy (as defined by</td>
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<td>RCW 42.17A.055) for a paid</td>
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<tr>
<td>elected office in any</td>
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<td>jurisdiction within the</td>
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<td>county?</td>
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<td>7. Have you ever been a</td>
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<tr>
<td>member of this Board/Commission?</td>
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<td>8. Do you or your spouse</td>
<td>No</td>
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<td>have a financial interest in</td>
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<td>or are you an employee or</td>
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<td>officer of any business or</td>
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<tr>
<td>agency that does business</td>
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<td>with Whatcom County?</td>
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</table>

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),

Retired - Program Manager for Major Federal and International Programs in the areas of Arms Control, Nonproliferation, Environmental Engineering Restoration/Response/Special...
qualifications, professional and/or community activities, and education

Studies. Attained the level of qualified Program Manager in the US DoD Acquisition Corp. I have a 10 years experience in business development in a 1.1 bil/yr DoD Science and Technology program and the transition of viable technologies to the private sector and establishing business relations that support many transitions. In addition I coordinated and participated in proposal reviews and down selects of approximately 600 to 850 new Science Technology program grants/funding to major research institutions, major Universities domestically and internationally. I have a 96% win rate in the capture of $4.9 Bil in gov't contract solicitations over my entire career, in short I know how to build winning proposals for major federal programs and successfully compete when oral presentations are required. Locally I am on the Board of Trustees for a Group B Water Association and have contributed to By Laws, Policy and Business Practices development and well as turning the Association around from near financial collapse. This Water Association, a 501 c 12, now has more funds in cash reserves than it has in 20 years and operates in accordance with RCW 24.03 rules and all the State and local regulations and requirements. I also participate as a Board Member on the WRIA 1 Non-gov't Water Systems Caucus and follow the status of the studies and forward momentum of the Planning unit. I have done a very deep dive into understanding water issues its impact on the financial health of the County and the State. Recently I became a founding partner in an LLC specializing in environmentally, socially, and financially responsible residential housing developed bringing to the partnership my education and experience in business processes and acuity. Our focus is balanced growth by partnering with local towns and cities to meet the needs of its residents. Long term we intend to stimulate and attract a variety of business entities to support an underlying economic base while preserving the rural character and natural resources of the County. I have a member of the Rome Grange and routinely volunteering in monthly breakfasts and other activities to promote the mission and viability of the this Grange Hall. Have supported local candidates for positions county wide and have met and engaged with many seated county representatives. I understand the concerns of the opposing views in the County and see the common nonpartisan ground as very very fertile. Lastly I was very effective in diplomatic mission at the UN in The Hague. Those efforts and vision I offered in building an international Weapons Treaty nearly stopped the Iraqi war before it started and did avoid US military engagement in Syria. And for that I was officially acknowledged for my contributions for the winning of the 2013 Nobel Peace Prize and unofficially by the DoD for my
direct behind involvement/influence on the Syria chemical
weapons planning and destruction program. I uniquely
understand the balance of growth and the quality of life and the
protection of the environment through my experiences with the
US EPA in Regions 1, 3, 5, 9 and 10. Having lived in many
booming areas of the US that were adjacent to the most
pristine parts of the US I also understand the blunders and
successes growth via business development has had.

10. Please describe why
you’re interested in
serving on this board or
commission

There is a complex relation between our regulations, taxes, our
view to business growth plans and the overall quality of life in
Whatcom County. The recent tax hikes, reliance on a shrinking
grants and inability to support our local industrial base and
more importantly attract a range of business that can and will
broaden opportunities for our graduating students is a a
problem set I am sure I can solve. I have the skillsets, the
successes, and vision to create and realize a balanced
business development program and enhance the quality of life.
I owe a debt of service to my community for the life I have been
allowed to life, experiences I have had an opportunity to garner
and this and future positions I may contribute to are my
obligation. My interests revolve around the following, "If you are
not part of the solution you are part of the problem" and "ask
not what your country can do for you but what you can do for
country".

References (please
include daytime
telephone number):

Gean Cress - 3603190821 Fahri Ugurlu - 3609619133 Terry
Unger- 3605925144

Signature of applicant:

James Steven Markarian

Place Signed / Submitted

2867 Jensen Road Bellingham WA

(Section Break)

Email not displaying correctly? View it in your browser.
JAMES S. MARKARIAN

2867 Jensen Road, Bellingham, Washington 98226
Cell: 360-561-1761
E-mail: james.markarian@gmail.com

MANAGER MAJOR PROGRAMS
Project/Program Management, Environmental Restoration, Global
Risk Management, Operational Improvements, Strategic & Tactical
Planning, Chem Weapons Destruction and Treaty Implementation, CBRNe
Science and Technology

Technical and managerial science and engineering professional in major federal programs.
Provided environmental engineering, consulting, and technical support to federal, state, local
regulatory agencies, and the private sector. Supported the United States Environmental Protection
Agency (US EPA) in more than sixty hazardous waste sites, multi-media regulatory programs,
various national studies and new program initiatives. Provided integration and technical support
to the US Army’s Chemical Materiel Agency (CMA) for domestic and international Chemical
Weapons destruction program during all phases of Demilitarization Facilities’ lifecycle,
construction, systemization, operations and closures. Provided technical support to CMA’s Non-
stockpile program regarding the destruction/conversion of former Chemical Weapons Production
Facilities as required by the Chemical Weapons Convention. Provided technical support to the
United States Army and Cooperative Threat Reduction Program’s assistance to the Russian
Federation’s Chemical Weapons destruction program and established the Chemical Weapons
Destruction Support Office (CWDSO) in Moscow Russia. Served as Senior Officer in the
Organisation for the Prohibition of Chemical Weapons (OPCW) in The Hague, The Netherlands
implementing a world-wide Verification Regime for this international arms control treaty
organization. Provided integrated program management advice and assistant to the Department of
Defense (DoD) Defense Threat Reduction Agency’s (DTRA) Chemical/Biological Joint Science
and Technology Office (JSTO) Directorate in maturing new and novel technologies to the
warfighter. Provided executive support to the Edgewood MD, Chemical Biological Center
(ECBC) building programs and interagency relations/collaboration in response to new and
emerging chemical and biological threats. Provided technical support in the execution of the
Department of Defense Biological Threat Reduction program, building all aspects of Bio-
surveillance capabilities in the country of Georgia. Provided Assistance and Advisory support to
the Defense Threat Reduction Agency’s Joint Science and Technology Office in development of
strategies, business process infrastructure and Agency-wide integration for the execution of its
mission and portfolio. Certificate of recognition from the Director General of the Chemical
Weapons Convention for contributions resulting in the 2013 Nobel Peace Prize award for the
Syrian Chemical Weapons destruction program.

EDUCATION AND CERTIFICATIONS
MS, Civil Engineering, Tufts University, Medford MA, 1991
BS, Chemistry/Geology, University of NH, Keene NH, 1981.
Clearances: DoD Clearance (on request), United Nations International Secrecy Agreement
DoD Acquisition Program Manager Qualified Level II
DoD Acquisition Science and Technology Manager Qualified Level III
Institute of Hazardous Material Management: Certified Master Level Hazardous Materials
Manager # 1639.

445
PROFESSIONAL EXPERIENCE:

Program Manager, Edgewood Chemical Biological Center (ECBC), Science and Technology Corporation, 7/15/13 to 7/15/14

Responsibilities include management of 10 advanced degreed technical staff, and program analysts/administrative, Program budget analysis/profit and loss projections, hiring and other personnel actions, subcontract management, principle client interface at GS-15 and Senior Executive Levels and providing subject matter expertise on high visibility programs executing across ECBC’s National Chemical and Biological defense portfolio.

Program Manager execution included providing interdisciplinary support via staff in the areas of biosurveillance, chemical and biological detection and sensor platforms, decontamination, chemical and biological elimination technologies, molecular and invitro toxicology and participated in and crafted cooperative research agreements with academic research institution, other government research facilities and the private sector Science and Technology companies. Routinely assumed Vice President duties with direct communications/recommendations with Corporate officers. Maintained and nurtured DoD/DHS/DoE inter and intra Agency/Department working relationships for “Whole-of-Government” information facilities and personal sharing/integration.

Program Manager, Defense Threat Reduction Agency (DTRA), Research and Development Enterprise (RD), Joint Science and Technology Office (JSTO), Dynamis, 12/01/11 – 7/14/13

Responsibilities included management of a team of 11 senior technical staff that provide Advisory and Assistance (A&AS) support to the JSTO’s Strategy and Operations Division, Chief Scientist and Senior Advisors/Portfolio Managers. Additional corporate responsibilities include management of onsite staff supporting other DTRA RD programs.

Program Manager execution included supporting the Defense Threat Reduction Agency’s Chemical Biological Joint Science and Technology Office (JSTO), Strategies and Operations Division. Specific program elements supported include multi-disciplinary senior subject matter expertise advice/assistance in; domestic and international collaborations, program strategy development, monitoring and analysis; Advanced Technology Demonstrations; domestic and international Chemical Biological exercises; Nunn Lugar Global Cooperation integration DTRA wide; Operational Science and Technology support to Combatant Commands; interface programs and partnership engagements with Service research laboratories; Biosurveillance programs and initiatives, Dual Use Reporting program development and execution; POM development,
Program infrastructure process improvement; Post Doctoral and Intern programs; external interagency and stakeholder partnerships interactions; and development and implementation of Strategic Plans for the execution of the overall JSTO mission.

Team Lead, Defense Department Biological Threat Reduction Program (BTRP) Georgia, Battelle Memorial Institute, 1/19/11 to 11/01/11

Responsible for developing and implementing a 5 year US Department of Defense program to mature a sustainable biological surveillance capability within the country of Georgia.

The program elements focused on biological agent detection and response which include training the national community of Human Health professionals Veterinarians, Laboratory Diagnostic professional, Bio-Safety and Bio-Security professionals, and engaging Georgian government representatives at all levels to develop, mature and exercise an Especially Dangerous Pathogen National Response Plan (EDP NRP), associated Concept of Operations, and practices that ensure international disease reporting obligations. Under scoring the primary objectives additional responsibilities include assisting the Georgian biological scientific community in developing internationally recognized research capabilities and infrastructure with collaborative ties to world wide reference laboratories, research institutions and funding opportunities, conducting a base lining survey on published research on regional EDPs and identifying international Bio-safety and Bio-security regulations in support of bolstering the Georgian regulatory framework through Georgian Ministerial level interactions. Additional responsibilities include execution of mentoring and On-The-Job Training programs in Vector Surveillance techniques, use of the Electronic Infectious Disease Surveillance System (EIDSS), Quality Management System, and in-country and international transportation of biological materials. Lastly responsibilities include developing and implementing a nation-wide Test and Evaluation (T&E) program. Through Table Top, Field Exercises the T&E program assesses the status of capabilities across entire biological surveillance network from individual’s to operating units to an integrated whole. The T&E exercises are a precursor to and include an integrated Final Operational Capability demonstration focuses on the implementation of EDP NRP and Concept of Operations for Human Health and Veterinary responses to EDPs scenarios. The scope of the demonstration includes initial investigation/characterization, local and national response command and control operations, internal and external reporting, and disease mitigation and recovery.

Program wide responsibilities include integration and relationship building with program stakeholders, partners, supporters and donor organizations from world wide governmental and nongovernmental organizations, academia and the private sector.

Assistant to the Director, US Army Edgewood Chemical Biological Center (ECBC), Research and Technology Directorate, IPA via Battelle Memorial Institute 5/15/08 to 1/18/11
Responsibilities in this assignment were charged with "full inherently government function" as defined by US federal regulation. Assignment responsibility focused on building a passive chemical and biological defense program in close coordination with Army Civilian Executives.

Execution of responsibilities and duties included support to the US Army's Edgewood Chemical Biological Center with a primary focus of maturing passive defense programs related to new and emerging biological threats. This included key contributions and facilitation of numerous strategic initiatives to include a Center-wide Strategic and Tactical Research, Engineering and Development future Plan, the Research and Technology Strategy Steering Group's Road Map of Science as well as business process development, outreach tools and techniques and detailed metrics development to assess attainment of all aspects of various Plans' objectives. Other functions included on-going analysis of portfolios and programs within the greater CBNRE community of government agencies and departments with a view to identifying Science and Technology leverage opportunities and possible partnerships for new technology development, identifying and supporting fledgling Chemical and Biological passive defense technologies of promise, shaping and solidifying an extensive collaborative network with other government research agencies and laboratories, academia, industry and foreign partners and conducting an on-going analysis on national and international CBRNE related events, treaties, policy, directives and guidance to ensure a current understanding of ECBC's mission space, challenges and business opportunities. Additional efforts and accomplishments included contribution and to the development of a US Interagency Memorandum of Agreement and associated three year Plan of Work between US Department of Defense, Department of Homeland Security and the Environmental Protection Agency on matters of Chemical and Biological Defense, significant contributor/coordinator in developing a portion of the Department of Army's response to the "call for data" for the National Strategy for Countering Biological Threats, an Office of the President request.

Interactions in the execution of this assignment included direct interface/consultation with four Senior Executives Service (SES) Directors, three Senior Army Technologists and three Chief Scientists with in the ECBC organization. External interactions included Senior Executives, Chief Scientists, Acquisition Program Manager and Senior Management from the Department of Defense, Army, Navy and Air Force Research Offices, Commanders and Executive at various Military and Department of Energy research laboratories, Office of the Secretary of Defense, Department of Homeland Security, Defense Institute for Analysis, US EPA, US State Department and the various Directorates within the Defense Threat Reduction Agency.

Senior Executive Staff – National Security Program, Computer Science Corp, 8/15/05 to 5/15/08
Responsibilities included program coordination, advisory and assistance support in the execution of the US Department of Defense, Defense Threat Reduction Agency’s (DTRA) Chemical and Biological Joint Science and Technology Office (JTSO) programs. Functions included providing program integration, Directorate wide team building, development of program business processes, development of annual technical and programmatic review processes, development of portfolio, knowledge and information management techniques, participation in annual requirements development and associated program build ups, project and program reporting and metrics development, external liaise to US agencies, support for national scale multi organizational Chem/Bio incident demonstrations, academia and the private sector, contributions in establishing the DTRA CB S&T conference as a world class annual event, and day to day program execution support during a period of rapid expansion. This expansion cover the growth for a $500 mil/year 60 staff organization handling 400 projects to a $1 bil/year 200 staff organization with a portfolio of 800 projects. Support was principally focused within the Chemical Biological Physical (non-medical) Division requiring integration and close coordination internally across all JSTO’s divisions, other DTRA Directorates and externally to the Office of Secretary of Defense, the Department of Defense (DoD) Chemical Biological Defense Program’s Joint Program Executive Office (JPEO) and partnering Organization such as US Armed Service and Department of Energy Research Laboratories, Academic Research Institutions and Allied Partners’ Research Institutions.

Major accomplishments include establishing a uniform reporting requirements and analysis technique across the entire Science and Technology performer base, principle architect for the Joint Reporting and Analysis System a portfolio management tool, assisting the preparation in JSTO’s Program Objective Memorandum (POM) and off year Program Builds, R2 Forms coordination, compiling annual CWC and BWC declaration documentation, contributing to development of Technology Transition processes, integrating the Medical and Non-Medical programs and processes, participation in long term Chemical and Biological passive defense strategies, integration with other DTRA Enterprises and Directorates such as On-site Inspection, Cooperative Threat Reduction, Basic and Applied Research and the Innovation Office, providing numerous white papers to senior and executive management on a variety of tops such skill set analysis, productivity analysis, process improvements, reorganization scenarios, Base Closure and Realignment recommendations and opportunities for internal DTRA wide integration.

**Closure Planning and Integration Manager,** EG&G, Tooele Chemical Demilitarization Facility (TOCDF), 9/15/03 to 6/1/05

Responsibilities included planning of the final Chemical Warfare Agent destruction campaigns and subsequent facility closure at the Tooele Chemical Agent Destruction Facility (TOCDF), in Stockton Utah. This included processing of particularly problematic agent munitions stocks and concurrent planning and initial execution for contractual, physical and environment closure of the facility. Functions included leading
a team of 11 Project Managers and Cost Account Managers to develop and maintain cost, schedule and performance objectives and maintaining closure liaise with the military leadership and federal civilian managers at the collocated Deseret Chemical Depot, nearby Tooele Army Depot, and Headquarters Management staff of the US Demilitarization Program in Edgewood Maryland. The estimate for remaining munitions destruction as of 2003 was another 5 to 6 years at a cost of $110 mil/year with the closure project estimates at $500 mil over an additional 4 years.

Additional responsibilities during this time included participation establishing a new business line for URS Corporation in the area of Global Risk Reduction as a follow-on program for the 938 staff at the TOCDF following it’s closure. This new line identified high hazard operations inline with the skills sets TOCDF staff. An accomplishment in this endeavor was participation in the successful win of the Department of State’s $550 million 5 year Small Arms Light Weapons contract that included chemical and biological components.

**Manager for Sites, Project / Task Manager and Senior Scientist/Engineer**, Science Applications International Corporation (SAIC), 3/23/92 to 9/14/03

Responsibilities over a 11 year periods varied and included subject matter senior professional to project and program management for technical and integration support efforts to the United States Army’s $40 billion Chemical Warfare Agent destruction program. Specific programs supported included the Stockpile destruction and Non-Stockpile destruction (buried munitions and former Production facility destruction) and the Cooperative Threat Reduction Program’s Russian Chemical Demilitarization Assistance program. Highlights of key responsibilities and accomplishment follow:

Responsible for managing a department of over 60 US based professionals and 20 Russian Nationals across 14 time zones with an $8 mil/2 year budget cycle. This Department was collocated in Edgewood Maryland with the US Army’s Chemical Demilitarization Headquarters requiring day to day interface to ensure tasks in support of numerous programs were integrated and executing within budget and according to plan. Specific sites in the network included all the various operating US Chemical Demilitarization facilities, the Russian Chemical Weapons Support Office in Moscow and smaller tasks associated with the CWC implementation, Former Chemical Weapons Production Facilities assessments and buried munitions recovery and destruction.

Responsible for technical support in the areas of Environmental permits management, construction, operations oversight, CWC treaty support and public outreach programs at 4 US Chemical Demilitarization facilities during construction, systemization, operations and closure.

Major accomplishments included key contributor to the US National CWC Implementation plan for former CW Production facilities, contributor to development of proposed text for Storage/Production/Demilitarization Facility Agreements, participation
in pre-Entry-into-Force exercises and mock inspection sponsored by the US On-site Inspection Agency, establishment and operations of the Cooperative Threat Reduction program office in Moscow which include development of a Russian/English demilitarization computer based lexicon and translation tool, conceptual designs for the first Russian Demilitarization facility and bench level US/Russian collaborative research proofing out its destruction processes, supported the plans and studies for establishing a central Chemical Agent Analytical Laboratory in Russia, key and significant contributor to Integrated Product Teams in the area of facility closure, environmental issues and facility operations, key contributor to and long standing supporter of treaty implementation at US Chemical Demilitarization Facilities prior to and following Entry-into-Force, helped establish the first CWC Treaty Directorate with in the Army’s newly established Executive Agent for the CWC responsibility, significant contributor to strategies and tactics for Demilitarization facilities’ closure, provided engineering support for the development of mobile and semi fixed chemical weapons destruction systems and containment/storage systems, transportation and handling operations for recovered munitions. Provided support during the operational verification testing oversight and subsequent operations oversight for the first pilot Demilitarization facility, Johnston Atoll Chemical Agent Destruction Facility. Lastly supported and actively engaged the Chemical Emergency Preparedness and the Army’s public outreach programs and office at all sites making presentations and listening to local concerns.

Interactions and engagements during these years included direct interface and presentations to US General Officers and Staff, Senior Executives from the Army, federal Program Managers, Arms Controls represents and management, On-site inspection Agency, numerous Russian General Officers and Research Institution Directors in Moscow and Volgograd.

**Chemical Demilitarization Officer,** Organization for the Prohibition of Chemical Weapons (OPCW), 5/97 - 5/99

Responsibilities in this assignment included the implementation of Verification Regime for former Chemical Weapons Production Facilities (CWPFs). Primary functions in included a detailed review of state party declarations and current CWPF status, development and finalization of Verification Inspection missions and associated Inspection Mandates, assist in finalization of all Inspection Reports and identification of issues requiring the attention of the Director General. Secondary functions included negotiations with the States Parties to finalize Facility Agreements and Plans of Destruction and or Plans for Converting a facility for “Purposes not Prohibited” as a prelude to submission/recommendation to the Executive Council for their decision. Other functions included contributions to the Status of Implementation Report, maintenance of site specific historical case files and near term, mid-term and long term inspection schedules, development of implementation strategies and tactics, one on one problem resolution engagements with various State Party delegations and support in Technical Assistance Visits and advance party negotiations. These roles and functions required routine interactions with Technical Secretariat’s management to include the
Advisor to the Director General, Cabinet members, Legal Council, Policy, Inspectorate Branches, the Deputy Director General, Assistant to the Deputy Director and occasionally the Director General.

Spanning the first two years following Entry-into-Force accomplishments included 90 inspections launched, 70 Agreements and Plans negotiated and submitted to the Executive Council, participation in numerous Technical Assistance Visits and advance party negotiations and co-developer of the sequential inspection concept saving $15 million in the first year of Chemical Weapons Demilitarization Verification inspections. Accomplishments were officially recognized by numerous delegations heads to include the US, a few State Parties’ Ambassadors, the Director General, Deputy Director General and OPCW Directors.

**Principal/Owner/Consultant,** Geoserve, 4/90 - 3/92

Responsibilities as Principal and Owner of a small environmental engineering and remediation company included client development, proposal development, contract negotiations, projects’ execution, hiring and supervising up to 4 staff, managing subcontractors and maintaining company accounts to include accounts receivable and payable.

Major clients and projects during this time frame included Quality Control Supervisory Engineer at the U.S. Army Corps of Engineers Superfund Site, Hanscom Air Force Base, Lexington MA, Project Lead at the U.S. Army Corps of Engineers Superfund Site, Ashland MA and a consulting arrangement with Arthur D. Little Inc providing environmental regulatory compliance oversight support at the US Army’s first Chemical Weapons destruction facility in the Central Pacific, Johnston Atoll. Minor projects included numerous site remediations as the result of oil spills, asbestos waste illegal dumping, and large commercial real estate transactions require environmental assessments. Approximately 1000 hours of US EPA Level “A” personal protective gear expended.

Interactions included Federal and State environmental regulators, US Army Corp of Engineers Program Managers, numerous bank executives and lawyers.

**Senior Scientist, Regional Safety Officer,** Roy F. Weston Inc., 12/84 - 4/90

Responsibilities during this time frame included, Laboratory Service Coordinator, Regional Safety Officer and Senior Staff Member providing Technical Support to U.S. EPA Region I Office of Quality Assurance, to the Office of Emergency Response and occasionally to US EPA’s National Response Team.

Technical assistance was provided for 53 CERCLA, 6 RCRA, 2 TOSCA sites and other environmental regulatory enforcement actions, emergency responses, site
characterizations, remediation, quality assurance oversight at responsible party cleanup sites, and expert assistance support in federally initiated legal proceedings. Functions in these assistance roles include submitting approximately 200 to 300 samples per months for legally defensible qualitative and qualitative analysis that support risk assessments and determination of clean up goals, maintaining supervisor oversight of staff during response to high hazard situations, issuing medical exams and respirator fit for duty reviews, maintain mobile analytical platforms and hand held detection systems, approval of site safety plans, reviewing/validating analytical result form contracted laboratories and participating in public outreach risk communication events. Success in this component were typified by leading the US EPA Region I to the highest level of cost recovery in legal proceedings, 1984 to 1988, of any of the ten national Regions. Technical Assistance also included participating in numerous EPA Special project such as the Blood Lead Levels in Urban Children, a 4 city 2 year epidemiological study in which 6,000 soil and dust samples were collected through the Boston MA neighborhoods, analyzed at EPA Laboratories and compared against children form those neighborhoods and new program initiative such as establishment of Local Emergency Plans for all municipalities within an EPA Region and working with communities to standardize and complete emergency plans. This effort also included training of municipal first responders in safety equipment usage. Other special projects included review and comment on evolving national environmental legislation and national guidance documents for human and ecological risks, laboratory quality control and auditing practices.

Interactions included working with National US EPA Headquarters staff in Washington DC and the National Response Team in Edison NJ, the US EPA Region I Regional Administrator’s Office and Regional Council, Federal and State Incident Commanders and regulators, US Army Corp of Engineers, US CDC represents, the US EPA’s research national facilities, local fire department, city planners and numerous US corporations’ and businesses’ representatives.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Troy Muljat
Date: 5/8/2018
Street Address: 510 Lakeway Drive
City: Bellingham, WA

Date: 5/8/2018
Street Address: 510 Lakeway Drive
City: Bellingham, WA

Mailing Address (if different from street address): 8303 Double Ditch Rd, Lynden, WA 98264
Day Telephone: (360) 820-2000
Evening Telephone: (360) 820-2000
Cell Phone: (360) 820-2000
E-mail address: troy@muljat.com

1. Name of board or committee—please see reverse: Whatcom County Economic Development Advisory Council

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 ( ) Four ( ) Five

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

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. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county?
   ( ) yes ( ) no

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

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
    Muljat Group Commercial - Owner,
    Active in developing commercial and residential properties here in Bellingham, WA
    Education - Seattle Pacific University - Business, Marketing degree (1992)

11. Please describe why you’re interested in serving on this board or commission: I AM PASSIONATE
    ABOUT ECONOMIC DEVELOPMENT & REAL ESTATE SUCCESS IN
    WHATCOM COUNTY.

References (please include daytime telephone number):
   Kent Thomas - (360) 223-7130
   Kena Beasheare - (360) 920-3210

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.
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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.

First Name       Joe
Last Name       Murphy
Date           2/3/1969
Street Address  3020 Unick Rd.
City             Ferndale
Zip            98248
Do you live in & are you registered to vote in Whatcom County?   Yes
Do you have a different mailing address?   YES
Mailing Address  1730 Labounty Dr. #3-91, Ferndale, WA 98248
Primary Telephone  360-319-6840
Secondary Telephone  360-384-8486
Email Address   joe.murphy@P66.com
### Step 2

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>Business and Commerce Advisory Committee Position:</td>
<td>Energy industry</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 5</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?</td>
<td>No</td>
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<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>No</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td>Murphy Joe - 2018.pdf</td>
</tr>
<tr>
<td>9. Please describe your experience with Phillips 66 Ferndale Refinery as</td>
<td>Currently employed by Phillips 66 Ferndale Refinery as</td>
</tr>
</tbody>
</table>
occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Turnaround Manager responsible for the long range business plan for turnarounds, the scope development, planning, engineering, procurement, and safe execution of the refinery turnarounds (unit or whole refinery shutdowns and associated maintenance and capital work). A licensed professional engineer with 26 years experience as a project manager and engineer for projects in the oil refinery, pulp and paper, and nuclear industry. Graduated in 1992 from WSU with a B.S in Civil Engineering.

10. Please describe why you’re interested in serving on this board or commission

As a 21 year resident of Whatcom County with a family that hopes to live and thrive here, I am deeply interested in the economic future of this county and state. As an engineer having worked in industry and been involved in long term business strategy development, I know I can contribute to providing the council with practical forward looking strategic recommendations on efforts to improve business conditions, environment, and infrastructure. My experience in reviewing building codes and environmental regulations to ensure projects are permitted properly provides me the experience qualifications to review comprehensive plans, regulations, and any other proposals on how they impact business and economic conditions in Whatcom County.

References (please include daytime telephone number):

Travis Millhillin, Executive Director NWCCC, (360) 739-3029
Pete Chapman, Vice President Diamond B, (360) 594-4455
Deidre Dunkin, CEO Dunkin and Bush, (206) 331-0501
Joe Wilson, Pederson Brothers, (360) 734-9180
Billy VanZanten, CEO Western Refinery Services, (360) 815-3306
John Huntley, CEO Mills Electric, (360) 319-7613
Nicole Soncarty, Purchasing Manager, Superfeet Worldwide, Inc. (206) 427-7239
Jim Holien, Program Manager, Anvil Corporation, (360) 937-0535
Todd Beld, Owner, Growsource, Inc. (360) 815-0970
Brian Parberry, SCRAP-IT Recycling Services, (360) 815-6006
Jon Mutchler, Mayor of Ferndale (360) 927-1881
Andrew Thompson, P.E. Senior Project Manager, Granite Construction, (425) 508-3001
Mike Daniels, Manager of Professional Services, VECA Professional Services (360) 202-1250

Signature of applicant: Joe Murphy

Place Signed / Submitted: Ferndale, WA

Email not displaying correctly? View it in your browser.
Joe Murphy, P.E.
Turnaround Manager

Professional Credentials

Currently employed by Phillips 66, Ferndale Refinery as Turnaround Manager. Responsible for the scope development, budgeting, planning, scheduling, and the safe execution of the refinery turnarounds. Other responsibilities include developing the long-range business plan for turnarounds with input from corporate, refinery management, maintenance, operations, commercial, and capital projects.

Over 26 years of experience in program management, project management, project engineering, and engineering design. Background includes project management, construction management, field engineering, and design engineering in a wide range of projects from heavy industrial to residential.

Proficient in planning and executing schedule driven projects. Experienced in different methods of contracting, management of engineering and construction, and coordinating projects with the Management, Engineering, Operations, and Maintenance personnel of operating facilities.

Background includes experience in the Nuclear, Pulp and Paper, and Oil Refining industries.

Selected Experience

Crude Distillation Tower Replacement Project, Phillips 66 Ferndale

Project Manager—Responsible for managing the engineering, estimating, permitting, procurement, contracting, scheduling, and construction effort to replace a 60-year-old end of life tower with a new tower of safer more efficient design, with upgraded metallurgy and controls.

Responsible for ensuring coordination with permitting agencies, environmental, process safety management, operations, maintenance, and construction. Ensured the engineering design and construction adhered to permitting requirements and documentation.

Crude Unloading Facility Project, Phillips 66 Ferndale

Project Manager—Responsible for managing the scope development, permitting, engineering, estimating, procurement, and construction effort through all the project phases.

Managed the communication and coordination with the permitting agencies through an extensive review and permitting process to ensure an environmentally sound project. Ensured the engineering design and construction adhered to permitting requirements and documentation.

Client Service Manager/Program Manager, CH2MILL/VECO

Responsible for developing and maintaining business relationships with client refineries. Communicated client safety information to project teams and championed target zero safety and environmental goals. Kept abreast of client business and project needs to plan resources required to efficiently execute a
portfolio of projects. Responsible for the safety, quality, and delivery of projects as well as overall profitability of client accounts. Led the budgeting, estimating, and development of proposals while working with management and sales to deliver proposals that align client needs with company goals. Mentored and provided guidance to project engineers and other engineering and design personnel.

**Multiple Projects, BP Cherry Point, WA.**
Project Manager—Responsible for managing the engineering and procurement effort through the CVP process through front end engineering to completion of detail design and procurement. Responsible for overseeing the development of project scope, P&ID's, procurement plan, engineering budgets, project EPC schedule, TIC estimates, and all engineering deliverables. Responsible for ensuring project adheres to the approved funded scope and implementing change management and MOC procedures. Responsible for representing the owner's interests in the design in safety, quality, constructability, budget and schedule and notifying the client when a risk to these is identified. Responsible for ensuring that coordination with owner representatives such as Project Management, PSM, Reliability, Operations, Maintenance, Environmental, and Construction occurs during the planning and design process.

Recent projects included:
- LPG Spent Caustic Handling: Design, Procurement, and Installation of an improved caustic handling system to provide operational and safety benefits.

**Small Project Alliance, ConocoPhillips Refinery, Ferndale, WA. Program Manager/Project Manager**—Responsible for managing the development and execution of multiple projects performed under a multi-year engineering alliance between CH2M HILL and ConocoPhillips. Lead a project team made up of multiple project engineers, on-site and off-site designers and engineers, and support personnel to implement a portfolio of projects ranging in value up to $20,000,000. Assisted client development of their Long-Range Capital Plan and managed the engineering and estimating effort to support it.

**Multiple Projects, ConocoPhillips Refinery, Ferndale, WA.**
Project Manager—Responsible for leading projects through the gated phases from Conceptual Front-End Loading to development and approval of AFE, through Detail Design, Construction, Commissioning, and Startup. Acted as both the ConocoPhillips Project Manager and the CH2M HILL Project Engineer. Projects include:
- Installation of an MDEA Amine Cleaning Unit. $2,000,000
- Retrofit of an existing FCC Scrubber with new scrubber filtering module to meet EPA Consent Decree. $5,000,000
• Replacement of existing Tar Separator Vessel and Vacuum Tower modifications. $4,500,000

Isomerization Project, Shell Oil Products US, Anacortes, WA.
Project Manager—Led the CH2M HILL engineering, design, and procurement team during all phases of the design and ensured that the design and pre-construction effort was coordinated with Shell project management, operations, maintenance and the process vendor. Responsible for managing the Engineering and Procurement budget and overseeing the development and maintenance of the EPC schedule. The Project was delivered on budget and schedule. Project Value: $30,000,000

ConocoPhillips Ferndale Refinery Upgrade Project NOSBL, Ferndale, WA.
Project Engineer—Responsible for the Detail Design effort performed by CH2M HILL for the ConocoPhillips Ferndale Refinery Upgrade Project (FRUP) North Outside Battery Limits (NOSBL). Led the design team consisting of Process, Civil/Structural, Mechanical, Piping, Instrumentation, Controls, and Electrical engineering disciplines. The project was a complex revamp/retrofit to support the Inside Battery Limit portion of the project, which replaces the existing Thermofoor Catalytic Cracking (TCC) unit with a Fluidized Catalytic Cracking Unit (FCCU).

Southern Connection Pipeline, LOTT Wastewater Alliance, Olympia, WA.
Project Manager—Construction Project Manager responsible for keeping project within budget and schedule while meeting safety and quality standards, established and managed construction budget and schedule, performed material and equipment procurement, and initiated and managed subcontracts. Maintained close coordination with Client, Engineer, Landowner, and onsite superintendent. Managed all project changes to minimize impact to schedule and budget. Project was completed on schedule and within budget while meeting or exceeding client expectations. Project Value: $2,500,000

Georgia Pacific West, Inc., Bellingham, WA.
Project Manager—Managed the design and construction of an Elemental Chlorine Free bleach plant upgrade to an operating mill from front end design to final turnover to operations. Coordinated the engineering and construction with operations and maintenance to minimize downtime and maximize operability. The project incorporated existing and some used equipment to save capital cost. A significant portion of the job involved the design and construction of a chlorine dioxide plant for which rigorous Process Safety Management requirements were implemented. Fast track methods were needed on much of the project to meet mill shutdown milestones. Total project value was 23.6 million dollars. Project was completed within budget and on schedule.
Joe Murphy, P.E. (continued)

Project Manager—Managed the design and construction of a new 250,000 square foot tissue warehouse from conceptual design to turnover to operations. The project was built on an old municipal landfill and incorporated an environmental remediation by installing a gas collection system and a landfill cap. The project required extensive coordination with government agencies and landholders to purchase land, obtain permits, and ensure compliance with all codes and laws. Total project cost was 15.5 million dollars. Total construction time was nine months. Project was completed within budget and on schedule.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Brad Rader
Street Address: 1270 E Badger Rd
City: Lynden, WA
Mailing Address (If different from street address):
Day Telephone: (360) 354-6574 ext 21 Evening Telephone: N/A
E-mail address: brad@raderfarms.com

1. Name of board or committee—please see reverse:
   Business & Commerce
   Whatcom County Economic Development Advisory Council
   Council Member

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 (X) no

4. Which Council district do you live in?
   ( ) One ( ) Two (X) Three ( ) Four ( ) Five

5. Are you a US citizen?
   (X) yes ( ) 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

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, explain:

9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county?
   ( ) yes (X) no

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

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
    VP/GM at Rader Farms, Inc., Education - Oregon State University
    The Washington Red Raspberry Commission - Board Director President Whatcom Family Farmers.
    Fundraising chair for Ag. educational project at NW WA Fair Grounds

11. Please describe why you're interested in serving on this board or commission:
    Agriculture is a very large contributor to the local economy. My goal would be to be a voice for all of local Ag to the Council.

References (please include daytime telephone number):
Juan Garcia 360-410-7947
Fred Likkel 360-815-4361, Marvin Eastfield 360-815-3705

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.
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
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<table>
<thead>
<tr>
<th>Field Name</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
<td>John</td>
</tr>
<tr>
<td>Last Name</td>
<td>Ramsey</td>
</tr>
<tr>
<td>Date</td>
<td>6/11/2018</td>
</tr>
<tr>
<td>Street Address</td>
<td>2211 Rimland Dr.</td>
</tr>
<tr>
<td>City</td>
<td>Bellingham</td>
</tr>
<tr>
<td>Zip</td>
<td>98226</td>
</tr>
<tr>
<td>Do you live in &amp; are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you have a different mailing address?</td>
<td>YES</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>4 Partridge Cir, Bellingham, WA 98229</td>
</tr>
<tr>
<td>Primary Telephone</td>
<td>3602985563</td>
</tr>
<tr>
<td>Secondary Telephone</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:johnramsey@kw.com">johnramsey@kw.com</a></td>
</tr>
</tbody>
</table>
### Step 2

1. **Name of Board or Committee**
   - Business and Commerce Advisory Committee

   **Position:**
   - Commercial real estate

2. **Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?**
   - Yes

3. **Which Council district do you live in?**
   - District 3

4. **Are you a US citizen?**
   - Yes

5. **Are you registered to vote in Whatcom County?**
   - Yes

6. **Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?**
   - No

7. **Have you ever been a member of this Board/Commission?**
   - 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?**
   - No

---

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

9. **Please describe your**
   - My sons and I help commercial and residential sellers and
occupational (or former occupation if retired), qualifications, professional and/or community activities, and education

buyers negotiate real estate deals. We build bridges to bring local, regional, and global capital to invest in Whatcom County and the Northern I-5 corridor while maintaining and enhancing the quality of life we know and love here.

10. Please describe why you’re interested in serving on this board or commission

I believe Whatcom County has not only an excellent quality of life now, I am also convinced it offers unparalleled opportunity it offer for the future. Since most of my adult life has been spent doing business with East Asia and Europe as well as in North America, I bring language skills, cultural understanding, and business acumen to bear in identifying ways to attract investment while maintaining quality of life.

References (please include daytime telephone number):

Marsha Lockhart 360-224-0563 Max Perry 360-384-1044 Buck Breakey 360-927-6267 Curtis Tyler 360-223-6727

Signature of applicant: John W Ramsey

Place Signed / Submitted: Bellingham, WA

Email not displaying correctly? View it in your browser.
Skills Summary

- Aggressive sales growth, new market penetration, key account acquisition
- Cross cultural management and negotiations
- Worked with new company or new division start-ups in China, Germany, Japan
- Advanced language skills (German, Mandarin Chinese, Japanese)
- Interdisciplinary coordination among engineering, product development, marketing and sales teams
- Set up two companies in Japan
- Multiple sales channels across markets worldwide
- Church teaching and leadership

Qualifications

Sales and Sales Management
Over 26 years of sales and sales management experience in various industries. Experience with commercial and residential real estate, capital goods, direct to consumer sales, concept selling, key account sales, and sales to wholesalers and retailers in consumer equipment business. Top-level sales to business owners and decision makers.

Languages and Intercultural Negotiations
Fluent in German, Business-level Japanese (having managed a subsidiary company where all internal meetings were held in Japanese), and Mandarin Chinese. Experienced in sales and business negotiation in all three languages. Lived and worked in Germany, Japan, and China. Extensive business experience with Switzerland, India, Australia, Singapore, Korea, Malaysia, as well as experience with multiple countries in EU, Middle East, Africa, and Latin America.

International Development
Developed new key accounts, established new channels of sales, and expanded distributor networks for global manufacturers. Replaced established but underperforming distributors with new distributors that achieved higher performance.

General Management
Set up and built a subsidiary sales office in Japan. Established all areas of the business, particularly sales & marketing, customer service, technical support, import, accounting, human resources, warehousing, and distribution. Grew the business from start-up to twenty-two employees with an established management team. Built multiple channels of sales and acquired several key customers. Coordinated implementation of supply chain enhancement system and installation of an ERP system. Built management team in Japan and drove integration of total team with international units in China, Taiwan, and USA.

Start-Up
Served in or led start-up organizations in China, Germany, and Japan. Helped achieve break-even for young companies and thrived in the early stages of company culture development.

Training and Education Experience
Responsible for development of sales training materials for international sales force. Gave multiple training seminars in multiple countries. One-on-one coaching and training of academics and business executives for presentation skills and business communication.
Professional Experience

Keller Williams Western Realty March 2016-Present Bellingham, WA
Real Estate Broker
- Close sales for many listings which other brokers have been unsuccessful in selling
- Specialize in negotiating complex commercial and residential deals

Faithlife Corporation Dec. 2011-March 2016 Bellingham, WA
Direct Sales, Advertising Sales
- Number two direct salesperson in 2012, number one in 2013 for Logos Bible Software
- Built print and pioneered web-based ad sales; trained successors
- Selected to participate in Leadership Whatcom 2012-2013

3J International Dec. 2008-May 2016 Yokohama, Japan/Chattanooga, TN/
President (Owner) Bellingham, WA
- Set up own corporation in Japan
- Gained access to and presented to decision-making team at Panasonic for Virtual Button Technologies
- Created and launched eStay; developed English, German, and Latin curricula

Phoenix Associates April 2009-Feb. 2010 Tokyo, Japan
Instructor
- Trained executives at major Japanese companies (Mitsui Fudosan, Citibank Japan, etc.)

Johnson Health Tech Jan. 2004-Nov. 2008 Japan & Taiwan
President of Japan Subsidiary and VP International Sales, Asia Pacific
- Set up (2004) and built Japan subsidiary of 22 employees and sales of over ¥780m (over US$8m) (2007)
- Penetrated key accounts in Japan and Asia Pacific

StairMaster, Inc./ Nautilus Health & Fitness Group May 1993-Sep. 2003 Germany, USA, Japan
Region Sales Manager Asia Pacific (last title)
- Sales in Germany; sales to distributors world-wide; set up representative office in Japan

Hoehner & Ortmann Jan. 1992 – May 1993 Bonn, Germany
Sales Representative

Dieter Boy Consulting April-Nov. 1991 Bonn, Germany
Internship

CET Harbin Four Semester Programs from Harbin, China
Resident Director of Chinese Language Training Center

Licenses
Insurance licenses: Producer of Life and Health in Tennessee (August 2010)
Washington Real Estate License
CIPS (Certified International Property Specialist) through National Association of Realtors
CCIM (Certified Commercial Investment Member): Completed first of four core courses: CI 101
Member of CBA, Commercial Brokers Association
Community
Leadership Whatcom 2012-2013 with Ken Oplinger
Light of the World Prayer Center: Awake! political prayer team leadership group

Church
Hope Bible Fellowship (Seattle): worked with small groups and youth, preached occasionally, 1994-2000
International Bible Fellowship of North Yokohama: preached, taught, served in leadership; 2000-2010
Spring Creek Bible Church: led men’s group discussions; preached several evening services; lead youth Sunday School

Education
Warren Wilson College, Swannanoa, NC
B.A., Intercultural Studies with concentrations in German and Chinese, Dec. 1987

References
Available upon request
NaDean Hanson

From: noreply@civicplus.com
Sent: Thursday, June 07, 2018 2:16 PM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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.

<table>
<thead>
<tr>
<th>First Name</th>
<th>Dan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Robbins</td>
</tr>
<tr>
<td>Date</td>
<td>6/6/1944</td>
</tr>
<tr>
<td>Street Address</td>
<td>1004 West Toledo St</td>
</tr>
<tr>
<td>City</td>
<td>Bellingham</td>
</tr>
<tr>
<td>Zip</td>
<td>98229</td>
</tr>
<tr>
<td>Do you live in &amp; are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you have a different mailing address?</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Primary Telephone</td>
<td>360-305-4211</td>
</tr>
<tr>
<td>Secondary Telephone</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:danrobbins3@comcast.net">danrobbins3@comcast.net</a></td>
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Step 2
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>Business and Commerce Advisory Committee Position:</td>
<td>Retail</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 1</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?</td>
<td>Yes, Port Commissioner 2014-2017</td>
</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>No</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td>Daniel Robbins Resume 1.pdf</td>
</tr>
<tr>
<td>9. Please describe your occupation (or former occupation if retired),</td>
<td>see attached</td>
</tr>
</tbody>
</table>
qualifications, professional and/or community activities, and education

10. Please describe why you’re interested in serving on this board or commission

Business in the community

References (please include daytime telephone number):
360-305-4211

Signature of applicant: Dan Robbins

Place Signed / Submitted: Bellingham

(Section Break)

Email not displaying correctly? View it in your browser.
see attached Port Commissioner 2014-2017
DANIEL M ROBBINS III

1004 West Toledo Street, Bellingham, WA 98229  (360) 305-4211 danrobbins3@comcast.net

PROFESSIONAL SUMMARY

Business and community leader dedicated to the success of private businesses and public entities in Whatcom County, Washington. Extremely results-oriented and proactive in addressing and resolving problems.

EXECUTIVE BACKGROUND

President and General Manager of Cost Cutter Toys, The Children's Company, the Party Store and several other local businesses. Owned or been a partner in seven businesses.

Active in service clubs and business groups.

Shareholder in family run business that includes oyster farming and sustainable timber harvesting.

Vice President and Director of Family Hama Hama and Company

Past Director of Whatcom Chamber of Commerce and Industry

Past Director of Bank of Washington

Twenty-five years experience in retail management

Life-long resident of Bellingham.

PROFESSIONAL EXPERIENCE AND OWNERSHIP

Port Commissioner, District 1 Commissioner, 2014 to 2017
Port of Bellingham - Bellingham, Washington
Port of Bellingham is a government agency which operates two large marinas, port facilities and the Bellingham International Airport.

Volunteer Counselor and Chapter Chairman,
S.C.O.R.E (Service Corp of Retired Executives) - Bellingham, Washington
Nationwide Small Business Administration-supported nonprofit association dedicated to helping small businesses get off the ground, grow and achieve their goals through education and mentorship.

Past President, Vice-President, Director, Owner or Shareholder, 01/1974 to 06/2004
Cost Cutter Toys, Children's Company, Party Store, Interlube Sales - Bellingham, Washington
Owned or been a partner in seven businesses during my working career.

Shareholder,
Hama Hama Corporation - Hood Canal, Washington
Serve as shareholder and past officer of a long-time family business which harvest and sells oysters to numerous state and country restaurant establishments. The timber portion of the business is continually evolving to sustain growth and follow state harvest guidelines.

EDUCATION

Bachelor of Arts: Industrial Technology, 1968
Western Washington University - Bellingham, Washington
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
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First Name DANIELLE
Last Name ROSELLISON
Date 6/6/2018
Street Address 36 Tumbling Water Drive
City Bellingham
Zip 98229
Do you live in & are you registered to vote in Whatcom County? Yes
Do you have a different mailing address? Field not completed.
Primary Telephone 3603194576
Secondary Telephone Field not completed.
Email Address danieller@trailblazin.net

Step 2
1. Name of Board or Committee
   Business and Commerce Advisory Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
   Yes

3. Which Council district do you live in?
   District 3

4. Are you a US citizen?
   Yes

5. Are you registered to vote in Whatcom County?
   Field not completed.

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?
   No

7. Have you ever been a member of this Board/Commission?
   Field not completed.

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?
   No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions:
   Rosellison Resume.docx (1).pdf

9. Please describe your occupation (or former occupation if retired),
   see attached
qualifications, professional and/or community activities, and education

10. Please describe why you’re interested in serving on this board or commission

The cannabis industry is one of the fastest industries in the world. It touches on all issues, from economic development to health care to environmental (hemp) to social justice issues. A representative, who knows the intricate details of the cannabis industry through being heavily involved on a local, state and federal level, should be represented on this committee. This is a movement combining fiscally conservative business owners with the progressive needs of future generations. I am frustrated by the governments continued position of being reactionary instead of being proactive. If we can visualize where we want to be in 5, 10, 25, 50 years, then we can put policy in place now that helps us get there. I am thankful for your consideration.

References (please include daytime telephone number):

see attached Local References: Pinky Vargas 360-510-1388 Jean Luc Cornet 360-220-7085 Dr. Sarah Garrett 415-676-1025

Signature of applicant:

Danielle Rosellison

Place Signed / Submitted

Bellingham, WA
Danielle Marthe Rosellison
(360) 319-4576
daniellere@trailblazin.net

Education
Western Washington University
BA in Interdisciplinary Child Development
Washington State Teaching Certificate K-8
Northwestern University
McCormick School of Engineering and Applied Science

Mission
Use tenacity, intelligence and serial optimism to create a collaborative, socially conscious cannabis industry

Attributes
Tenacious, fearless, efficient, hardworking, organized, loyal, enthusiastic, intelligent, self-motivated, optimistic, empathetic

Experience Summary

- In addition to owning and operating Trail Blazin' Productions, a pesticide free, 100% LED, medically compliant, legal commercial cannabis operation since 2014, I have immersed myself in the legislative and rulemaking process making political connections on the local, state and federal level. I have extensive knowledge of the WA cannabis laws and rules, as well as contacts across the world immersed in the cannabis industry.

Experience

- Ambitiously go after goals until achieved
- Experienced at drafting, analyzing and lobbying for legislative and regulatory changes
- Created and sustained political connections
- Self motivated to find and prioritize whatever needs to be done
- Experienced in all aspects of owning and operating a cannabis business, especially compliance
- Ability to troubleshoot and fix problems through analytical thinking, careful observation, & listening skills
- Effective multi-tasker
- Ability to analyze documentation; following or creating a paper trail
- Assertively fix most situations, however asks for help when circumstances require additional expertise
- Conduct personality according to a plethora of environments
- Ability to work, manage & communicate well with employees, management, patrons & elected officials
- Effectively educate others
- Effectively manage 20+ employees, activating the best in people to accomplish their full potential
- Participated in cannabis studies with the University of Washington
- Composed articles for Marijuana Venture, Everything Medical Marijuana, Whatcom Talks, etc.
- 3+ years owning and operating a legal, licensed, commercial cannabis facility
- 10 years as a loan officer and mortgage processor

Community Service

- WSLCB Cannabis Advisory Council, Alternate 2017-present
- WSLCB Packaging and Labelling Workgroup 2017-present
- WSLCB Traceability Workgroup 2017-present
- The Cannabis Alliance, President 10/2016-present
- The Cannabis Alliance, Executive Board Member 01/2016-present
- Cannabis Farmers Council, Executive Board Member 03/2016-01/2018
- Chamber of Commerce, Ambassador 03/2015-present
- Cannabis Commission Formation Project 01/2015-present
- 502Cannabis Google Group, Founder and Moderator 04/2014-present
Danielle Marthe Rosellison
(360) 319-4576
danieller@trailblazin.net

Accolades
- 2017 Named Ambassador of the Year by Bellingham/Whatcom Chamber of Commerce
- 2017 Nominated Activist of the Year by Dope Magazine
- 2017 Named 40 under 40 in Marijuana Venture Magazine
- 2016 Named Activist of the Year by Dope Magazine
- Quoted and featured in magazines and media outlets; local, state and national
  - A full list is available upon request

Speaking Engagements
- 2018 Presenter for the Business Club at Whatcom Community College
- 2018 Panel Member for 'Cannabis Law and Policy'; Seattle University
- 2018 Presenter for 'The Business of Cannabis: The Opportunities and Risks in an Emerging Market'; Evergreen State College
- 2017 Annual Speakers Panel; Women's Professional Network
- 2016 'Women in Cannabis: Panel Discussion'; Cannacon
- 2016 'Promises and Challenges'; Hempfest

References
- Alejandro Di-Tolla, Venture Capitalist 425-246-2372
- Jean-Luc Cornet, Partner Conveyor Dynamics 360-220-7085
- Alen Nguyen, CEO MainStem 206-519-8074
- AC Braddock, CEO Eden Labs 425-829-8551
NaDean Hanson
noreply@civicplus.com
Monday, June 11, 2018 7:16 AM
Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson
Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided 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.

<table>
<thead>
<tr>
<th>First Name</th>
<th>Joshua</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Summers</td>
</tr>
<tr>
<td>Date</td>
<td>6/11/2018</td>
</tr>
<tr>
<td>Street Address</td>
<td>2028 Brome St</td>
</tr>
<tr>
<td>City</td>
<td>Lynden</td>
</tr>
<tr>
<td>Zip</td>
<td>98264</td>
</tr>
<tr>
<td>Do you live in &amp; are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you have a different mailing address?</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Primary Telephone</td>
<td>360-616-1538</td>
</tr>
<tr>
<td>Secondary Telephone</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:Joshua.Summers@me.com">Joshua.Summers@me.com</a></td>
</tr>
</tbody>
</table>

Step 2
<table>
<thead>
<tr>
<th>1. Name of Board or Committee</th>
<th>Business and Commerce Advisory Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 4</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?</td>
<td>No</td>
</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>No</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>9. Please describe your occupation (or former occupation if retired),</th>
<th>Currently I am the Director of Public Affairs at the Phillips 66 Ferndale Refinery and in this capacity, I frequently attend Council Meetings and review policies that potentially impact our</th>
</tr>
</thead>
</table>

Resume (Josh Summers).pdf
| qualifications, professional and/or community activities, and education | business. |

| 10. Please describe why you’re interested in serving on this board or commission | I think it’s a great opportunity to partner with local businesses to provide critical feedback to the Council on pending issues. |

| References (please include daytime telephone number): | Andrew Sona +1 360-384-8399 |

| Signature of applicant: | Joshua Summers |

| Place Signed / Submitted | Ferndale, WA |

(Section Break)

Email not displaying correctly? View it in your browser.
Josh Summers  // 2028 Brome St. Lynden, WA 98264 // Joshua.Summers@me.com // 360.616.1538

CAREER SUMMARY
Respected leader with 15 years of experience managing projects, resources, and people. Recognized for exceptional communication skills and ability to create organizational transformation strategies. Thrives on ambiguous situations in a high-paced, demanding and dynamic environment.

PROFESSIONAL SUMMARY

Phillips 66 – 6/2014 to present
Director, Public Affairs – Ferndale Refinery – Jun 2017 to present
- Member of global “Change Network” for company’s optimization and organizational transformation program.
- Reinvented community engagement program to align with corporate investment pillars and focus on involving, empowering and supporting employee participation and engagement.

Training Coordinator – Commercial Business Services – Apr 2016 to Jun 2017
- Led a change initiative from analysis to implementation that examined gaps in organizational efficiency through facilitated focus groups and strategic planning to maximize productivity and effectiveness.
- Analyzed and developed the concept, framework and content for a scenario-based, standardized training program which leveraged metrics to inform training and customized coaching.

- Led a refresh to an online learning platform including the development of multiple performance support eLearning modules, a revised editorial calendar and strategic content.
- Participated in the creation of an organizational competency model centered on analyzing department capabilities against business needs, and instituting training goals to meet performance targets.

Advisor, Process and Quality Control – Communications and Public Affairs – Jun 2014 to Jul 2015
- Developed and introduced transformational department planning and quality control process to increase collaboration and improve delivery.
- Overhauled the Chairman’s award and recognition program resulting in a 25% increase in employee engagement. Won several industry awards from Public Relations Society of America and International Association of Business Communicators.

Phillips 66 (via Primary Services) – 11/2013 to 6/2014
Onboarding Consultant – Finance
- Analyzed organizational attrition and turnover issues and developed an onboarding and training solution that was rolled out and adopted by the entire Finance function.
- Provided consultation services pertaining to supervisor training and development.

U. S. Marine Corps, Manpower Officer, Major – 6/2003 to 4/2017
Exercises/Training Officer, Headquarters, Marine Corps Forces Pacific – Nov 2013 to Apr 2017
- Rebuilt individual augmentation program and policy.
- Served as joint manpower planning lead for a U.S. & Thailand joint exercise, Cobra Gold.

Manpower Officer, Third Marine Regiment – Nov 2010 to Sept 2013
- Assessed organizational deficiencies related to non-deployable manpower and instituted legal, administrative, and process solutions to achieve staffing targets.
- Trusted advisor and author on complicated issues and correspondence ranging from reports to Congress, updates to external media, legal, judicial and operational matters.

Aide to the Commanding General, Marine Corps Warfighting Laboratory – Aug 2009 to Oct 2010
- Strategically planned, managed and executed a C-Level schedule which capitalized on mutually beneficial initiatives and opportunities with Senior Executives, Foreign Governments, and external stakeholders resulting in 30 domestic and international engagements throughout the Middle East, Europe, the Western Pacific and the United States.
- Created a performance recognition program.
Josh Summers // 2028 Brome St. Lynden, WA 98264 // Joshua.Summers@me.com // 360.616.1538

Project Officer, Defense Human Resources Activity – Jul 2008 to Aug 2009
- Identified inefficiencies in government contracting process and implemented procedures that significantly changed in the way jobs were scheduled, proofed and approved across multiple external agencies, netting a 35%-time reduction from concept to product delivery.
- Authored a report for Congress via the Secretary of Defense which raised awareness in the security and stringent precautions used to safeguard the largest repository of Military recruitment data.

Manpower Officer, Marine Aviation Weapons and Tactics Squadron 1 – Jul 2006 to Jul 2008
- Recognized compliance gaps in classified material handling and identified, documented and destroyed over 3,200 non-essential items in the classified material control center.
- Wrote a new standard operating procedure to increase security awareness and invigorate the classified material management program.
- Developed an automated recruitment and candidate evaluation program.

Manpower Officer Marine Wing Support Squadron 371 – Jun 2004 to Jul 2006
- Established a comprehensive pre-deployment effort which prepared service members for contingency operations overseas.
- Deployed in support of OPERATION IRAQI FREEDOM.

EDUCATION & TRAINING
Southern New Hampshire University – MS Organizational Leadership, 2017
Southern New Hampshire University – MBA, 2016
University of Houston – Lean Six Sigma Green Belt, 2014
University of Tennessee — B.A. Psychology, 2003

AWARDS
IABC Gold Quill – 2016
IABC Silver Quill – 2015
IABC Bronze Quill – 2015
Navy & Marine Corps Commendation Medal – 2013
Navy & Marine Corps Commendation Medal – 2010
Defense Commendation Medal – 2009
Navy & Marine Corps Commendation Medal – 2008
Navy & Marine Corps Achievement Medal – 2005

COMMUNITY INVOLVEMENT
Whatcom Community College Foundation, Board Member – Sept 2017 to Present
Northwest Washington Fair Foundation, Board Member – May 2018 to Present

TECHNICAL SKILLS
Windows, SharePoint, Outlook, Excel, PowerPoint, Word, Access, InfoPath, OS, Pages, Numbers, Keynote

REFERENCES
Robert F. Hedelund
Lieutenant General, U. S. Marine Corps
Commanding General, II Marine Expeditionary Force
Email: Robert.Hedelund@usmc.mil
Phone: 910.330.6261

Kristi Bentivegna
Manager, Corporate Communications
Phillips 66
Email: Kristi.Bentivegna@p66.com
Phone: 713.304.8193

Rose Gailey
Managing Partner
Senn Delaney, Culture Shaping at Heidrick Consulting
Email: rgailey@senndelaney.com
Phone: 915.727.7222

Nathan Nastase
Colonel, U. S. Marine Corps
Assistant Chief of Staff G3 Operations
Email: Nathan.Nastase@usmc.mil
Phone: 808.840.3565
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Douglas Thomas
Street Address: 2825 Roeder Avenue
City: Bellingham, WA
Mailing Address (if different from street address):
Day Telephone: (360) 733-1640 Evening Telephone: Cell Phone:
E-mail address: doug.thomas@bellcold.com

1. Name of board or committee—please see reverse: Business and Commerce Advisory Committee

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) ———— ( ) One ( ) Two ( ) Three ( ) Four ( ) Five

4. Which Council district do you live in? ———— ( ) One ( ) Two ( ) Three ( ) Four ( ) Five

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

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

9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ———— ( ) Yes ( ) No

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

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

President & CEO at Bellingham Cold Storage, Chair of Board of Directors - Whatcom Business Alliance, Education - BS Agriculture Economics - Washington State University (1986)

11. Please describe why you’re interested in serving on this board or commission: To lend marine trade & transportation/logistics expertise so as to improve and or optimize Whatcom County in this area.

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.
**Board and Commission Application**

**Step 1**

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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<table>
<thead>
<tr>
<th>First Name</th>
<th>James</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Twining</td>
</tr>
<tr>
<td>Date</td>
<td>5/25/2018</td>
</tr>
<tr>
<td>Street Address</td>
<td>2010 Valleybrook Ln</td>
</tr>
<tr>
<td>City</td>
<td>Bellingham</td>
</tr>
<tr>
<td>Zip</td>
<td>98229</td>
</tr>
<tr>
<td>Do you live in &amp; are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you have a different mailing address?</td>
<td>YES</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>2115 Barkley Blvd, #101</td>
</tr>
<tr>
<td>Primary Telephone</td>
<td>3607141234</td>
</tr>
<tr>
<td>Secondary Telephone</td>
<td><em>Field not completed.</em></td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:james.twining@FinancialPlanInc.com">james.twining@FinancialPlanInc.com</a></td>
</tr>
<tr>
<td>Step 2</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>---</td>
</tr>
<tr>
<td>1. Name of Board or Committee</td>
<td>Other</td>
</tr>
<tr>
<td>Business and Commerce Advisory Committee</td>
<td>Other</td>
</tr>
<tr>
<td>Other</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation</td>
<td>Yes</td>
</tr>
<tr>
<td>requirements of the position for which you’re applying?</td>
<td></td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 3</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a</td>
<td>No</td>
</tr>
<tr>
<td>paid elected office in any jurisdiction within the county?</td>
<td></td>
</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>8. Do you or your spouse have a financial interest in or are you an</td>
<td>No</td>
</tr>
<tr>
<td>employee or officer of any business or agency that does business</td>
<td></td>
</tr>
<tr>
<td>with Whatcom County?</td>
<td></td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience,</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>qualifications, &amp; interest in response to the following questions</td>
<td></td>
</tr>
</tbody>
</table>
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

My long experience in finance can be of value.

References (please include daytime telephone number):

Devin Wolf (360) 714 1234

Signature of applicant:

James B. Twining

Place Signed / Submitted

Bellingham, WA

Email not displaying correctly? View it in your browser.
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
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First Name  Bryan
Last Name  VanderYacht
Date  6/4/2018
Street Address  6811 guide meridian
City  LYNDEN
Zip  98264
Do you live in & are you registered to vote in Whatcom County?  Yes
Do you have a different mailing address?  Field not completed.
Primary Telephone  3608152450
Secondary Telephone  3603981234
Email Address  byacht@hotmail.com

Step 2
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Business and Commerce Advisory Committee</td>
</tr>
<tr>
<td>Business and Commerce Advisory Committee</td>
<td>Energy industry</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?</td>
<td>No</td>
</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>No</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>9. Please describe your occupation (or former occupation if retired)</td>
<td>Owner VanderYacht propane</td>
</tr>
</tbody>
</table>
qualifications, professional and/or community activities, and education

10. Please describe why you’re interested in serving on this board or commission

To help provide information to the board to make Whatcom county a leader in business

References (please include daytime telephone number):

Field not completed.

Signature of applicant: Bryan VanderYacht

Place Signed / Submitted: LYNDEN

Email not displaying correctly? View it in your browser.
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
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First Name  Rollo
Last Name  Van Slyke
Date  6/5/2018
Street Address  518 E. Magnolia St
City  Bellingham
Zip  98225
Do you live in & are you registered to vote in Whatcom County?  Yes
Do you have a different mailing address?  Field not completed.
Primary Telephone  360 676-7418
Secondary Telephone  360 739-2576
Email Address  rollo4@rollokvenslyke.com

Step 2
1. Name of Board or Committee: Business and Commerce Advisory Committee

Position: I represent a for-profit business.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 4

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? 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? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions. Field not completed.

9. Please describe your occupation (or former occupation if retired), 31 yr. owner of a large insurance agency. Served on a couple non-profit boards including treasurer of a church.
qualifications,
professional and/or
community activities, and
education

10. Please describe why you’re interested in serving on this board or commission

To give back to my community the wisdom derived from 31 yrs of operating a business in it.

References (please include daytime telephone number):

Carl Davis 360 714-8117

Signature of applicant:
Rollo Van Slyke

Place Signed / Submitted
Bellingham

Email not displaying correctly? View it in your browser.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Drew Zogby
Street Address: 3767 Alpha Way
City: Bellingham, WA
Zip Code: 98226

(360) 392-2130
(360) 296-5013

dzogby@alpha.com

1. Name of board or committee - please see reverse:
   Business and Commerce Advisory Committee

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

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.) (X) yes ( ) no

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three ( ) Four (X) Five

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) no
   If yes, please explain:

9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? (X) no

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

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
    President and CEO at Alpha Technologies Services, Inc.
    Education: MBA Duke University, B.S., LeMoyne College

11. Please describe why you’re interested in serving on this board or commission: We are a leading local technology/ manufacturing firm with strong interest in growth oriented public policy

Dr. Ed Starinchak - (360) 961-8481

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WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<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>MJD</td>
<td>5/30/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td>JPR</td>
<td>5/31/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>TH</td>
<td>6/1/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>CDQ</td>
<td>6/17/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
An Ordinance Establishing Parking Restrictions Within 10 Feet of U.S. Mailboxes on All County Roads

**ATTACHMENTS:**
1. Memorandum to County Executive and County Council
2. Ordinance

**SEPA review required?**

<table>
<thead>
<tr>
<th></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?  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Requested Date: 7/10/18

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

To comply with RCW 46.61.570, this ordinance establishes parking restrictions within 10 feet of U.S. mailboxes on all Whatcom County roads.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

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

Through: Jon Hutchings, Public Works Director

FROM: Joseph P. Rutan, P.E., County Engineer/Assistant Director
Mike Donahue, P.E., Engineering Services-Traffic Manager

RE: Ordinance Establishing Parking Restrictions within 10 Feet of U.S. Mailboxes on
All County Roads

DATE: May 30, 2018

Please find attached for your review and signature the subject ordinance.

Requested Action:
To comply with RCW 46.61.570, this ordinance provides for parking restrictions within 10 feet of
U.S. mailboxes on all Whatcom County roads.

Background and Purpose:
U.S. Postal Service has been unable to provide mail delivery to mailboxes that are blocked by
parked vehicles. This has resulted in numerous complaints to Whatcom County Public Works as
well as the Sheriff’s Office by citizens who have not been able to receive their mail.

In order to satisfy requests from the community and to facilitate mail delivery, Whatcom
County Public Works has developed the attached ordinance to be added to Whatcom County
Code Section 10.24.24. This ordinance will establish parking restrictions within 10 feet of U.S.
mailboxes except temporarily for the purpose and while engaged in the delivery or pick up of
postal items.

Please contact Mike Donahue at extension 6250 with any questions regarding this ordinance.

Attachment
ORDINANCE NO. ______

ESTABLISHING PARKING RESTRICTIONS WITHIN 10 FEET OF U.S. MAILBOXES ON ALL COUNTY ROADS

WHEREAS, Whatcom County Council is authorized under RCW 46.61.570 to restrict parking on County roads; and

WHEREAS, Whatcom County Sheriff’s office contacted Public Works to request assistance in defining parking that blocks mailboxes from mail delivery; and

WHEREAS, it is important and necessary for people to be able to receive mail delivery to their mailbox; and

WHEREAS, the City of Bellingham prohibits parking within ten (10) feet of mailboxes;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the following be added to the Whatcom County Code Section 10.24.24 as follows:

No Parking within ten (10) feet of U.S. mailboxes, except temporarily for the purpose and while engaged in the delivery or pick up of postal items.

BE IT FURTHER ORDAINED Whatcom County Sheriff be notified by a copy of this ordinance.

ADOPTED this ___ day of __________, 2018.

ATTEST: WHATCOM COUNTY COUNCIL

Dana Brown-Davis, Council Clerk WHATCOM COUNTY, WASHINGTON

Rud Browne, Council Chair

APPROVED AS TO FORM: () Approved () Denied

Civil Deputy Prosecutor Jack Louws, Executive

Date: __________________________
**Title of Document:**
Interim ordinance regs for siting & operation of homeless encampments

**Attachments:**
Interim ordinance

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

Should Clerk schedule a hearing? ( X ) Yes ( ) No  
Requested Date: 7/10/2018

**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.)
An interim ordinance of Whatcom County, Washington relating to land use and zoning; declaring an emergency; adopting interim zoning regulations for the siting, establishment, and operation of temporary tent encampments; and setting twelve months as the effective period of the interim zoning regulations to allow the County to study the land use impacts of such uses.

**Committee Action:**

**Council Action:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
ORDINANCE NO.
(AN INTERIM ORDINANCE OF WHATCOM COUNTY, WASHINGTON)

ADOPTING INTERIM ZONING REGULATIONS FOR THE SITING, ESTABLISHMENT, AND OPERATION OF TEMPORARY TENT ENCAMPMENTS

WHEREAS, homelessness continues to be a local, regional and national challenge due to many social and economic factors; and

WHEREAS, tent encampments have become a temporary mechanism for providing shelter for homeless individuals and families; and

WHEREAS, under RCW 36.01.290 the Washington State Legislature has authorized religious organizations to host temporary tent encampments to provide shelter for homeless individuals on property that these religious organizations own; and

WHEREAS, on June 19, 2018, the Whatcom County Council adopted an emergency ordinance adopting regulations for the establishment and operation of temporary tent encampments that is effective for 60 days; and

WHEREAS, the Whatcom County Code does not currently have permanent provisions addressing the establishment and operation of temporary tent encampments; and

WHEREAS, an emergency exists necessitating adoption of interim tent encampment regulations and processing requirements to preserve and protect public health and safety and prevent danger to public or private property; and

WHEREAS, interim zoning controls enacted under RCW 36.70A.390 and/or RCW 36.70.790 are methods by which the County may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 36.70A.390 and RCW 36.70.790 both authorize the enactment of an interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing as long as a public hearing is held within at least sixty days of enactment; and

WHEREAS, RCW 36.70A.390 provides that, "A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, interim zoning map, interim zoning ordinance, or interim official control, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A
WHEREAS, in conformity with the responsibilities of Whatcom County to meet public
health, safety and welfare requirements and provide zoning and land use regulations
pursuant to state law, and the County's authority to regulate land use activity within its
corporate limits, the County intends to develop appropriate public health, safety and welfare
requirements and zoning and land use regulations for the establishment and operation of
temporary tent encampments; and

WHEREAS, the County Council has determined it needs additional time to conduct
appropriate research to analyze the effects of the establishment and operation of temporary
tent encampments; and

WHEREAS, interim zoning will provide the County with additional time to review and
amend its public health, safety and welfare requirements and zoning and land use
regulations related to the establishment and operation of temporary tent encampments;
and

WHEREAS, interim zoning will also allow qualifying religious organizations and
registered not-for-profit, tax exempt 501(c)(3) organizations the opportunity to establish
and operate temporary tent encampments; and

WHEREAS, the County Council concludes that the County does have the authority to
establish an interim zoning ordinance and that the County must adopt interim zoning
concerning the establishment and operation of temporary tent encampments to act as a
stop-gap measure: (a) to provide the County with an opportunity to study the issues
concerning the establishment and operation of temporary tent encampments and
prepare appropriate revisions to the County's codes and regulations; (b) to protect the
health, safety, and welfare of the citizens of Whatcom County by avoiding and
ameliorating negative impacts and unintended consequences of establishing and
operating temporary tent encampments and (c) to avoid applicants possibly establishing
vested rights contrary to and inconsistent with any revisions the County may make to its
rules and regulations as a result of the County's study of this matter; and

WHEREAS, the County Council adopts the foregoing as its findings of facts justifying
the adoption of this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Findings of Fact. The County Council adopts the above "WHEREAS" recitals
as findings of fact in support of its action as required by RCW 36.70A.390 and RCW
36.70.790.
Section 2. Regulations established. Regulations concerning the establishment and
processing of applications for temporary tent encampments in unincorporated Whatcom
County are hereby established. Establishing such facilities contrary to the provisions of
this chapter is prohibited. Administrative Use approvals shall be required for temporary
tent encampments in the County. Applications for administrative use approvals, land use
approvals, or any other permit or approval, in any way associated with temporary tent
encampment facilities, shall not be accepted, processed, issued, granted, or approved
unless in compliance with this chapter. If a temporary tent encampment is established in
violation of this chapter or if, after an administrative use permit is issued for the same,
the director of the planning and development services department determines that the
permit holder has violated this chapter or any condition of the permit, the temporary tent encampment, its sponsor and managing agency shall be subject to code enforcement and all activities associated with the temporary tent encampment shall cease, and the site shall be vacated and restored to its pre-encampment conditions.

Section 3. Definitions. The following definitions apply to temporary tent encampments:

A. "Temporary tent encampment" means a short-term residence facility for a group of people that is composed of tents or other temporary structures, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency.

B. "Managing agency" means an organization identified as the manager of a temporary tent encampment that has the capacity to organize and manage a temporary tent encampment. A "managing agency" may be the same entity as the sponsor.

C. "Sponsor" means an organization that:
   1. invites a temporary tent encampment to reside on land they own or lease; and
   2. is a State of Washington registered not-for-profit corporation and federally recognized tax exempt 501(c)(3) organization; or
   3. is recognized by the Internal Revenue Service as exempt from federal income taxes as a religious organization, which expresses its religious mission, in part, by organizing living accommodations for the homeless.

D. "Director" means the Planning and Development Services Department Director.

Section 4. Requirements. The following requirements shall apply to all temporary tent encampments approved under this chapter, unless modified by the director through approval of an administrative use permit.

A. The encampment shall be located a minimum of 20 feet from the property line of abutting properties containing commercial, industrial, and multifamily residential uses. The encampment shall be located a minimum of 40 feet from the property line of abutting properties containing single-family residential or public recreational uses, unless the director finds that a reduced buffer width will provide adequate separation between the encampment and adjoining uses, due to changes in elevation, intervening buildings or other physical characteristics of the site of the encampment.

B. No encampment shall be located within a critical area or its buffer as defined by Whatcom County Code (WCC) 16.16.

C. A six-foot-tall sight-obscuring fencing is required around the perimeter of the encampment; provided, that the fencing does not create a sight obstruction at the street or street intersections or curbs as determined by the county engineer, unless the director determines that there is sufficient vegetation, topographic variation, or other site conditions such that fencing would not be needed.

D. Exterior lighting must be directed downward and glare contained within the temporary tent encampment.

E. The maximum number of residents at a temporary tent encampment site shall be
determined by the director taking into consideration site conditions, but in no case shall the number be greater than 100 people.

F. On-site parking of the sponsor shall not be displaced unless sufficient required off-street parking remains available for the host's use to compensate for the loss of on-site parking or unless a shared parking agreement is executed with adjacent properties.

G. A transportation plan, including provisions for transit, and pedestrian and bicycle ingress and egress to the encampment, shall be submitted for review and approval.

H. No children under the age of 18 are allowed to stay overnight in the temporary tent encampment, unless accompanied by a parent or guardian. If a child under the age of 18 without a parent or guardian present attempts to stay at the encampment, the sponsor and the managing agency shall immediately contact Child Protective Services and shall actively endeavor to find alternative shelter for the child.

I. The sponsor or managing agency shall provide and enforce a written code of conduct, which not only provides for the health, safety and welfare of the temporary tent encampment residents, but also mitigates impacts to neighbors and the community. A copy of the code of conduct shall be submitted to the County at the time of application for the administrative use permit. Said code shall be incorporated into the conditions of approval.

J. The sponsor and the managing agency shall ensure compliance with Washington State laws and regulations and the Whatcom County Health Department's regulations concerning, but not limited to, drinking water connections, solid waste disposal, and human waste. The sponsor and the managing agency shall permit inspections by local agencies and/or departments to ensure such compliance and shall implement all directives resulting therefrom within the specified time period.

K. The sponsor and managing agency shall assure all applicable public health regulations, including but not limited to the following, will be met for:

1. Potable water, which shall be available at all times at the site;
2. Sanitary portable toilets, which shall be set back at least 40 feet from all property lines;
3. Hand-washing stations by the toilets and food preparation areas;
4. Food preparation or service tents; and
5. Refuse receptacles.

L. Public health regulations (WAC 246.215 and WCC 24.03) on food donations and food handling and storage, including proper temperature control, shall be followed and homeless encampment residents involved in food donations and storages shall be made aware of these Whatcom County Health Department requirements.

M. The sponsor and the managing agency shall designate points of contact and provide contact information (24-hour accessible phone contact) to the Patrol Operations Commander for the Whatcom County Sheriff's Department. At least one designated point of contact shall be on duty at all times. The names of the
on-duty points of contact shall be posted on-site daily, and their contact information shall be provided to the Whatcom County Sheriff’s Department as described above.

N. Facilities for dealing with trash shall be provided on-site throughout the encampment. A regular trash patrol in the immediate vicinity of the temporary tent encampment site shall be provided.

O. The sponsor and the managing agency shall take all reasonable and legal steps to obtain verifiable identification information, to include full name and date of birth, from current and prospective encampment residents and use the identification to obtain sex offender and warrant checks from appropriate agencies. The sponsor and the managing agency shall keep a log of names and dates of all people who stay overnight in the temporary tent encampment and this current log shall be made available upon demand by any municipal or County Law Enforcement Officer. Persons who have active warrants, or who are required to register as a sex offender, are prohibited from the encampment’s location. Status checks of current encampment residents shall be routinely performed by the Warrant Officers of the Whatcom County Sheriff’s Department through the current log provided by the sponsor and managing agency.

P. The sponsor and the managing agency shall immediately contact the Whatcom County Sheriff’s Department if someone is rejected or ejected from the encampment when the reason for rejection or ejection is an active warrant or a match on a sex offender check, or if, in the opinion of the on-duty point of contact or on-duty security staff, the rejected/ejected person is a potential threat to the community.

Q. Tents over 300 square feet in size and canopies in excess of 400 square feet shall utilize flame retardant materials.

R. The sponsor, the managing agency and temporary tent encampment residents shall cooperate with other providers of shelters and services for homeless persons within the County and shall make inquiry with these providers regarding the availability of existing resources.

S. The sponsor and/or managing agency shall provide before-encampment photos of the host site with the application. Upon vacation of the temporary tent encampment, all temporary structures and debris shall be removed from the host site within one calendar week.

T. Upon cessation of the temporary tent encampment, the site shall be restored, as near as possible, to its original condition. Where deemed necessary by the director, the sponsor and/or managing agency shall re-plant areas in which vegetation had been removed or destroyed.

Section 5. Frequency and duration of temporary use. No more than a maximum of 100 people may be housed in temporary tent encampments located in the unincorporated County at any time. Multiple locations may be permitted provided that the aggregate total of people in all temporary tent encampments shall not exceed 100. The director shall not grant a permit for the same site more than once in any calendar year; provided that director is not authorized to issue a permit for the same site sooner than 180 days from the date the site is vacated as provided for in Section 4 of this ordinance. Temporary tent encampments may be approved for a period not to exceed 90 days. The
director may grant one 90-day extension, provided all conditions have been complied with and circumstances associated with the use have not changed. This extension shall be subject to a Type II review process and may be appealed to the hearing examiner as provided in WCC 22.05.020(1). The permit shall specify a date by which the use shall be terminated and the site vacated and restored to its pre-encampment condition.

Section 6. Permit required. Establishment of a temporary tent encampment shall require approval of an administrative use permit, as described in this ordinance, and compliance with all other applicable County regulations. The director shall have authority to grant, grant with conditions or deny an application for an administrative use permit under this ordinance.

Section 7. Application. Application for an administrative use permit shall be made on forms prescribed by the County, and shall be accompanied by the following information; provided, that the director may waive any of these items, upon request by the applicant and finding that the item is not necessary to analyze the application. An application to establish a temporary tent encampment shall be signed by both the sponsor and the managing agency ("applicant") and contain the following:

A. A site plan of the property, drawn to scale, showing existing natural features, existing and proposed grades, existing and proposed utility improvements, existing rights-of-way and improvements, and existing and proposed structures, tents and other improvements (including landscaping and fencing at the perimeter of the proposed encampment and the property and off-street parking);
B. A vicinity map, showing the location of the site in relation to nearby streets and properties;
C. A written summary of the proposal, responding to the standards and requirements of this ordinance;
D. The written code of conduct and a transportation plan as required by this ordinance;
E. Statement of actions that the applicant will take to obtain verifiable identification from all encampment residents and to use the identification to obtain sex offender and warrant checks from appropriate agencies;
F. Project statistics, including site area, building coverage, number and location of tents and temporary structures, expected and maximum number of residents, and duration of the encampment;
G. Address and parcel number of the subject property;
H. Photographs of the site;
I. A list of other permits that are or may be required for development of the property (issued by the County or by other government agencies), insofar as they are known to the applicant;
J. Permits for temporary tent encampments shall be processed by the County without charge;
K. A list of any requirement under this ordinance for which the applicant is asking to modify.

Section 8. Decision and appeal.

A. Notice. All temporary tent encampment applications shall be reviewed under a Type II process under WCC 22.05.020(1), however, the following timelines shall override those found in WCC Title 22. Within fourteen calendar days of receiving a completed application, the department shall issue a determination of completeness or incompleteness. Within fourteen days of a determination of completeness the department shall publish a notice of application for an
administrative use permit. The notice shall contain, at a minimum, the date of application, project location, proposed duration and operation of the temporary tent encampment, number of residents for the encampment, conditions that will likely be placed on the operation of the encampment, and requirements of the written code of conduct. Final action on permit applications made under this section shall be rendered within 60 days of determination of completeness.

B. Decision and Notice of Decision. After conclusion of a 14-calendar-day notice/comment period, the director shall decide whether to grant, grant with conditions or deny a temporary administrative use permit. Before any such permit may be granted, the applicant shall show and the director shall find that:

1. The proposed use will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity of the proposed encampment;
2. The proposed use meets the requirements of this ordinance;
3. The proposed use shall be in keeping with the goals and policies of the comprehensive plan;
4. Measures, including the requirements herein and as identified by the director, have been taken to minimize the possible adverse impacts which the proposed encampment may have on the area in which it is located. It is acknowledged that not all impacts can be eliminated, however the risk of significant impacts can be reduced to a temporary and an acceptable level and the duration of the encampment will be limited.

A notice of such decision stating whether the permit is granted or denied, along with information regarding the procedure for appeal of the decision, shall be mailed as required for the notice of application within three business days after the date of the decision. If issued, the administrative use permit for the temporary tent encampment shall be issued jointly to the sponsor and managing agency and each shall be responsible for compliance with the terms and conditions of the permit and applicable county codes.

C. Conditions. Because each temporary tent encampment has unique characteristics, including, but not limited to, size, duration, uses, number of occupants and composition, the director shall have the authority to impose conditions on the approval of an administrative use permit to ensure that the proposal meets the criteria for approval listed above. Conditions, if imposed, must be intended to minimize nuisance-generating features such as noise, waste, air quality, unsightliness, traffic, physical hazards and other similar impacts that the temporary tent encampment may have on the area in which it is located. In cases where the application for an administrative use permit does not meet the provisions of this chapter (except when allowed under subsection (D) of this section) or adequate mitigation may not be feasible or possible, the director shall deny the application.

D. Modification of Requirements. The director may approve an administrative use permit for a temporary tent encampment that relaxes one or more of the standards in this chapter only when, in addition to satisfying the decision criteria stated above, the applicant submits a description of the standard to be modified and demonstrates how the modification would result in a safe encampment with minimal negative impacts to the host community under the specific circumstances of the application. In considering whether the modification should be granted, the director shall first consider the effects on the health and safety of
encampment residents and the neighboring communities. Modifications shall not be granted if their adverse impacts on encampment residents and/or neighboring communities will be greater than those without modification. The burden of proof shall be on the applicant.

E. **Appeal.** The director's decision may be appealed to the hearing examiner as provided in WCC 22.05.020(1).

**Section 9. Purpose.** The purpose of this interim zoning ordinance is to allow and establish a review process for the location, siting, and operation of temporary tent encampments within the unincorporated County. While the interim zoning ordinance is in effect, the County will study the land use and other impacts associated with temporary tent encampments, draft final zoning and regulations to address such uses, hold public hearings on such draft regulations, and adopt such regulations.

**Section 10. Duration of Interim Zoning.** This interim zoning shall be in effect for one (1) year, beginning on July 30, 2018 and ending on July 29, 2019, unless an ordinance is adopted amending the Whatcom County Code and rescinding the interim zoning before July 29, 2019.

**Section 11. Work Plan.** During the interim zoning period, County staff will study the issues concerning the establishment and operation of temporary tent encampments. Staff will prepare a draft ordinance with appropriate revisions to the County's land use regulations; perform SEPA review of the draft ordinance, and conduct the public review process, including public hearings before the County's Planning Commission and County Council, as required for amendments to the County's development regulations.

**Section 14. Conflict with other Whatcom County Code Provisions.** If the provisions of this Ordinance are found to be inconsistent with other provisions of the Whatcom County Code, this Ordinance shall control.

**Section 15. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

ADOPTED this _______ day of ____________, 2018.

---

ATTEST:

Dana Brown-Davis, Council Clerk

Rud Browne, Chairperson

APPROVED as to form:

[Signature]

Civil Deputy Prosecutor

( ) Approved    ( ) Denied

Jack Louws, Executive

Date: __________________________

Page 8 of 8