

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE
311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
(360) 778-5010



COUNCILMEMBERS
Barbara Brenner
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Carol Frazey
Satpal Sidhu

WHATCOM COUNTY COUNCIL

COMBINED **AGENDA** **FOR MARCH 12, 2019**

INCLUDES AGENDAS FOR THE FOLLOWING MEETINGS:

FINANCE AND ADMINISTRATIVE SERVICE COMMITTEE (11 A.M.)

PUBLIC WORKS AND HEALTH COMMITTEE (1:30 P.M.)

**SPECIAL COUNCIL COMMITTEE OF THE WHOLE
(2:30 P.M. – ESTIMATED TIME, MAY BEGIN EARLIER/LATER THAN 2:30 P.M.)**

COUNCIL (7 P.M.)

UPCOMING MEETINGS AND EVENTS:

MARCH 19, 2019

**10:30 A.M. – SURFACE WATER WORK SESSION
GARDEN LEVEL CONFERENCE ROOM, 322 N. COMMERCIAL STREET**

MARCH 26, 2019

**REGULAR COUNCIL AND COMMITTEE MEETINGS
COUNCIL CHAMBERS, 311 GRAND AVENUE**

APRIL 2, 2019

**10 A.M. - HEALTH BOARD
COUNCIL CHAMBERS, 311 GRAND AVENUE**

APRIL 9, 2019

**REGULAR COUNCIL AND COMMITTEE MEETINGS
COUNCIL CHAMBERS, 311 GRAND AVENUE**

COMMITTEE AGENDAS

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

Members: Tyler Byrd, Carol Frazey, Satpal Sidhu

11 a.m. Tuesday, March 12, 2019

Council Chambers, 311 Grand Avenue

Call to Order

County Executive's Report

Special Presentation

1. AB2019-146 Quarterly report from Whatcom County's Finance Department
Page 1

Committee Discussion

1. AB2019-155 Discussion on the repair of the Lighthouse Marine Park boat dock
Page 2

Committee Discussion and Recommendations to Council

1. AB2019-147 Ordinance amending the 2019-2020 Whatcom County Budget, third request, in the amount of \$95,521
Pages 3 - 6
2. AB2019-140 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District to provide Lake Whatcom Homeowner Incentive Program assistance, in the amount of \$216,883
Pages 7 - 21
3. AB2019-152 Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and City of Bellingham for GRACE Program funding, in the amount of \$140,000
Pages 22 - 37
4. AB2019-157 Request approval for the County Executive to authorize the purchase of radios and related accessories from RACOM Corporation, an authorized distributor for Harris RFCD, using the Washington State Contract #02315, in an amount not to exceed \$59,091.90
Pages 38 - 41
5. AB2019-161 Resolution celebrating April as a month of Sikh awareness and appreciation in Whatcom County
Pages 42 - 62

Other Business

Adjourn

PUBLIC WORKS AND HEALTH COMMITTEE

Members: Barbara Brenner, Barry Buchanan, Carol Frazey

1:30 p.m. Tuesday, March 12, 2019

Council Chambers, 311 Grand Avenue

Call to Order

Special Presentation

1. AB2019-151 Quarterly report from Whatcom County Public Works
Page 63

Committee Discussion

1. AB2019-134 Discussion regarding an ordinance granting Deer Creek Water Association a franchise and the right, privilege, and authority thereunder to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services (public hearing on related ordinance scheduled for this evening under AB2019-021)
Pages 64 - 82

Other Business

Adjourn

SPECIAL COMMITTEE OF THE WHOLE

2:30 p.m. Tuesday, March 12, 2019

(Estimated time – meeting may begin earlier/later than 2:30 p.m.)

Council Chambers, 311 Grand Avenue

Call to Order

Committee Discussion and Recommendations to Council

1. AB2019-148 Resolution docketing comprehensive plan and development regulation amendments
Pages 83 - 94

Other Business

Adjourn

COUNCIL AGENDA

CALL TO ORDER

FLAG SALUTE

ROLL CALL

ANNOUNCEMENTS

If you will be handing out paperwork to councilmembers, please give one copy to the clerk for our office files. Thank you.

MINUTES CONSENT

1. MIN2019-020 Special County Council for February 20, 2019
Pages 95 - 98
2. MIN2019-021 Surface Water Work Session for February 19, 2019
Pages 99 - 101
3. MIN2019-022 Special County Council for February 26, 2019
Pages 102 - 104
4. MIN2019-023 Regular County Council for February 26, 2019
Pages 105 - 113

SPECIAL PRESENTATION

1. AB2019-162 Prosecuting Attorney Eric Richey to share his platform for reform
Page 114

PUBLIC HEARINGS

Audience members who wish to address the council during a public hearing are asked to sign up at the back of the room before the meeting begins. The council chair will ask those who have signed up to form a line at the podium. Each speaker should state his or her name for the record and optionally include city of residence. Speakers will be given three minutes to address the council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments. When a large group of individuals supports the same position on an issue, we encourage the selection of one or two representatives to speak on behalf of the entire group.

1. AB2019-021 Ordinance granting Deer Creek Water Association a franchise and the right, privilege, and authority thereunder to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services
Pages 115 - 133

OPEN SESSION (20 MINUTES)

During open session, audience members can speak to the council on any issue not scheduled for public hearing. Each speaker should state his or her name for the record and optionally include city of residence. Speakers will be given three minutes to address the council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments.

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2019-147 Ordinance amending the 2019-2020 Whatcom County Budget, request no. 3, in the amount of \$95,521
Pages 3 - 6

2. AB2019-140 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District to provide Lake Whatcom Homeowner Incentive Program assistance, in the amount of \$216,883
Pages 7 - 21
3. AB2019-152 Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and City of Bellingham for GRACE Program funding, in the amount of \$140,000
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Pages 38 - 41
5. AB2019-161 Resolution celebrating April as a month of Sikh awareness and appreciation in Whatcom County
Pages 42 - 62

FROM SPECIAL COMMITTEE OF THE WHOLE

6. AB2019-148 Resolution docketing comprehensive plan and development regulation amendments
Pages 83 - 94

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-145 Appointment to the Whatcom County Drayton Harbor Shellfish Protection District Committee, applicant: Julie Hirsch (the Committee advises the County Council on proposed actions and operations relating to the restoration of water quality in the Drayton Harbor Shellfish Protection District)
Pages 134 - 142
2. AB2019-149 Appointment to the Whatcom County Surface Mining Advisory Committee, Environmental Consultant position - Applicant: Shannon Logan (the Committee advises the Planning Department and the Council on implementing a surface mining regulatory program consistent with the Comprehensive Plan)
Pages 143 - 148

INTRODUCTION ITEMS

Council action will not be taken. The council may accept these items for introduction (no action) in a single motion. Changes, in terms of committee assignment for example, may be made at this time.

1. AB2019-150 Ordinance Increasing Sheriff's Office Petty Cash Fund
Pages 149 - 150
2. AB2019-156 Ordinance to Repeal Ordinance 2019-017
Pages 151 - 153
3. AB2019-153 Ordinance amending Whatcom County Code 6.04 Animal Control, Chapter 6.04.020 Definitions and 6.04.031 Administration and Enforcement
Pages 154 - 164

4. AB2019-160 Ordinance amending the 2019 Whatcom County Budget, request no. 4, in the amount of \$2,260,652
Pages 165 - 191
5. AB2019-158 Resolution and Public Hearing regarding support for a Community Development Block Grant funding application
Pages 192 - 198
6. AB2019-159 Resolution requesting Council authorization of the release of covenants on the property known as the Playground Tract, Bennett Hill supplemental
Pages 199 - 207

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES

ADJOURN

WHATCOM COUNTY COUNCIL ACTION TAKEN – February 26, 2019

CALL TO ORDER

Councilmembers Present: Brenner, Browne, Buchanan, Byrd, Sidhu, Donovan, Frazey

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

1. MIN2019-017 Committee of the Whole for February 12, 2019
Approved Consent 7-0
2. MIN2019-018 Regular County Council for February 12, 2019
Approved Consent 7-0
3. MIN2019-019 Special County Council for February 15, 2019
Approved Consent 7-0

PUBLIC HEARINGS

1. AB2019-027 Ordinance amending Whatcom County Code 6.04 Animal Control, Chapter 6.04.020 Definitions and 6.04.031 Administration and Enforcement
Adopted 7-0, Ordinance 2019-017
2. AB2019-103 Ordinance proposing modifications to Whatcom County Code 2.27A, Aquatic Invasive Species (AIS)
Adopted 7-0, Ordinance 2019-018
3. AB2019-106 Ordinance amending the Unified Fee Schedule to accommodate changes to Whatcom County Code 2.27A, Aquatic Invasive Species
Adopted 7-0, Ordinance 2019-019
4. AB2019-121 Ordinance Amending Whatcom County Code Section 1.14 Correcting Certain Precinct Boundary Lines and Precinct Maps
Adopted 7-0, Ordinance 2019-020

OPEN SESSION

OTHER ITEMS

(From Natural Resources Committee)

1. AB2019-133 Resolution requesting support for Washington State House and Senate bills related to: pollution prevention; increasing habitat and fish abundance; protection of southern resident orca whales from vessels; and improving the safety of oil transportation
Approved 4-1-2, Brenner opposed, Donovan and Byrd abstained, Resolution 2019-012

(From Council Finance and Administrative Services Committee)

2. AB2019-135 Request authorization for the County Executive to enter into a Grant Agreement between Whatcom County and the Department of Ecology (DOE) for Water Quality Combined Financial Assistance Grant Agreement WQC-2017-WhCoPw-00030 for the Agate Bay Stormwater Improvements project in the amount of \$552,548.62
Approved 7-0
3. AB2019-124 Ordinance amending the 2019 Whatcom County Budget, request no. 2, in the amount of \$4,901,742
Adopted 6-0-1, Brenner abstained, Ordinance 2019-021
4. AB2019-128 Ordinance amending courthouse building envelope project budget (as established through Ordinance 2014-085) third request, in the amount of \$4,700,000 for a total project budget of \$7,377,809
Adopted 6-0-1, Brenner abstained, Ordinance 2019-022

WHATCOM COUNTY COUNCIL ACTION TAKEN – February 26, 2019

5. AB2019-137 Resolution respectfully requesting that the Whatcom County Prosecutor ask the Washington State Attorney General to review and update opinions previously provided related to the eligibility of county council members and commissioners to be appointed to vacant legislative positions
Approved 6-1, Brenner opposed, Resolution 2019-013
6. AB2019-126 Resolution amending the 2019 Flood Control Zone District and Subzones Budget, request no. 2, in the amount of \$90,659 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Approved 7-0, Resolution 2019-014

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-127 Appointment to the Whatcom County Planning Commission, applicant must reside in Council District 2, applicants: Robert Bartel, Ria Bordian, Bob Burr, James Hansen, Towhee Wean (the Planning Commission assists the Planning and Development Services Department in carrying out its duties, which include helping to prepare and execute the Comprehensive Plan and making recommendations for adoption of official controls and/or amendments)
Appointed: Robert Bartel
2. AB2019-129 Appointment to the Sumas/Everson/Nooksack Flood Control Sub-Zone Advisory Committee - Applicant: Larry Mades (the committee is an integral part of the program reviewing the comprehensive plan for flood control)
Appointed: Larry Mades

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-139 Request confirmation of Executive's appointment of Brian Rusk to the Whatcom County Purchase of Development Rights Oversight Committee
Confirmed 7-0
2. AB2019-143 Request confirmation of Executive's appointment of Rachel Arnold to the Whatcom County Marine Resources Committee
Confirmed 7-0
3. AB2019-144 Request confirmation of Executive's appointment of Patrick Alesse to the Whatcom County Bicycle-Pedestrian Advisory Committee
Confirmed 7-0

INTRODUCTION ITEMS

1. AB2019-147 Ordinance amending the 2019-2020 Whatcom County Budget, third request, in the amount of \$95,521
Introduced 7-0
2. AB2019-145 Receipt of application for the Drayton Harbor Shellfish Protection District Committee, applicant: Julie Hirsch (the Committee advises the County Council on proposed actions and operations relating to the restoration of water quality in the Drayton Harbor Shellfish Protection District) (application deadline for any other applicants is 10 a.m. March 5, 2019)
Introduced 7-0
3. AB2019-149 Receipt of application for the Surface Mining Advisory Committee, Environmental Consultant position - Applicant: Shannon Logan (the Committee advises the Planning Department and the Council on implementing a surface mining regulatory program consistent with the Comprehensive Plan) (application deadline for this appointment is 10:00 a.m. March 5, 2019)
Introduced 7-0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

AB2019-142 Discussion regarding operation of the warming shelter
Motion carried 7-0 to send letter to City of Bellingham requesting they fund and schedule law enforcement to the warming shelter for the remaining available shifts through March 1.

ADJOURN

The next regular Council meeting is scheduled for 7:00 p.m. Tuesday, March 12, 2019 in the Council Chambers, 311 Grand Avenue, Bellingham



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-146

File ID:	AB2019-146	Version:	1	Status:	Agenda Ready
File Created:	02/14/2019	Entered by:	SKorthui@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	
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TITLE FOR AGENDA ITEM:

Quarterly report from Whatcom County's Finance Department

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Finance Manager Brad Bennett to present his quarterly report to Council

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:

Final Action:
Enactment Date:
Enactment #:



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-155

File ID:	AB2019-155	Version:	1	Status:	Agenda Ready
File Created:	02/28/2019	Entered by:	MMcfarla@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Discussion		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/12/2019	Next Mtg. Date:	Hearing Date:
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TITLE FOR AGENDA ITEM:

Discussion on the repair of the Lighthouse Marine Park boat dock

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion on the repair of the Lighthouse Marine Park boat dock.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:

Final Action:
Enactment Date:
Enactment #:



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-147

File ID:	AB2019-147	Version:	1	Status:	Introduced
File Created:	02/14/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	
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TITLE FOR AGENDA ITEM:

Ordinance amending the 2019-2020 Whatcom County Budget, request no. 3, in the amount of \$95,521

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #3 requests funding from the General Fund:

1. To appropriate \$95,521 to fund CASA program expansion and additional FTE from grant proceeds.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
02/26/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Ord amend 2019 budget, #3.pdf

Final Action:
Enactment Date:
Enactment #:

**ORDINANCE NO.
AMENDMENT NO. 3 OF THE 2019 BUDGET**

WHEREAS, the 2019-2020 budget was adopted November 20, 2018; and,
WHEREAS, changing circumstances require modifications to the approved 2019-2020 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 2019-2020 Whatcom County Budget Ordinance #2018-064 is hereby amended by adding the following additional amounts to the 2019 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Superior Court - Juvenile	95,521	(95,521)	-
Total Supplemental	95,521	(95,521)	-

In addition, Exhibit C – Position Control Changes should be amended to add 1 FTE CASA Volunteer Coordinator to Superior Court – Juvenile.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2019 Supplemental Budget Ordinance No. 3				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Superior Court - Juvenile	To fund CASA program expansion and additional FTE from grant proceeds	95,521	(95,521)	-
Total General Fund		95,521	(95,521)	-
Total Supplemental		95,521	(95,521)	-

Supplemental Budget Request

Status: Pending

Juvenile

Administration

Suppl ID # 2698

Fund 1

Cost Center

Originator: David Reynolds

Expenditure Type: One-Time

Year 1 2019

Add'l FTE ☒

Add'l Space ☐

Priority

1

Name of Request: CASA Program Expansion Grant

X

Department Head Signature (Required on Hard Copy Submission)

2/15/19
Date

Costs:	Object	Object Description	Amount Requested
	4333.1657	Office of Justice Progr	(\$95,521)
	6110	Regular Salaries & Wages	\$65,000
	6210	Retirement	\$8,337
	6230	Social Security	\$4,952
	6245	Medical Insurance	\$15,137
	6255	Other H&W Benefits	\$1,348
	6259	Worker's Comp-Interfund	\$520
	6269	Unemployment-Interfund	\$227
	Request Total		\$0

1a. Description of request:

The Juvenile Division of Whatcom County Superior Court has received an 18 month grant to recruit, train and support additional CASA Volunteers. We have been approved to hire an additional coordinator.

1b. Primary customers:

Abused and neglected children who are subject to a dependency action.

2. Problem to be solved:

We are currently at capacity for program volunteers given the current number of coordinators. Another coordinator will provide us the opportunity to expand this program to have additional volunteers.

3a. Options / Advantages:

This is the best option as it provides us the opportunity to expand our program without increasing costs to the county.

3b. Cost savings:

For this period of time it will save the county from having to hire another coordinator with county funds.

4a. Outcomes:

We anticipate 20 new volunteers during the 18 month period of time.

4b. Measures:

We monitor our volunteer pool on a monthly basis.

5a. Other Departments/Agencies:

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

6. Funding Source:

Office of Crime Victim's Advocacy grant



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-140

File ID:	AB2019-140	Version:	1	Status:	Agenda Ready
File Created:	02/13/2019	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Interlocal		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	
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TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District to provide Lake Whatcom Homeowner Incentive Program assistance, in the amount of \$216,883

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Lake Whatcom Homeowner Incentive Program (HIP) is a non-regulatory program that provides technical assistance and cost share incentives for homeowners who voluntarily elect to install stormwater best management practices (BMPs) that reduce phosphorus runoff into Lake Whatcom for the purpose of meeting Lake Whatcom Total Maximum Daily Load (TMDL) requirements. The Whatcom Conservation District will provide technical assistance to homeowners implementing HIP projects in the Lake Whatcom watershed and program implementation assistance through this agreement

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo-Interlocal Agreement between WC and the WCD for Lake Whatcom HIP Assistance.pdf,
Interlocal Agreement between WC and the WCD for Lake Whatcom HIP Assistance.pdf

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
DIRECTOR



STORMWATER
322 N. Commercial Street, Suite 224
Bellingham, WA 98225-4042
Stormwater: (360) 778-6210
FAX: (360) 778-6211
www.whatcomcounty.us

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Kraig Olason, PMP, Stormwater Program Manager *KO*
Ingrid Enschede, Program Specialist *IE*

DATE: February 5, 2019

RE: Interlocal Agreement between Whatcom County and the Whatcom Conservation
District for Lake Whatcom Homeowner Incentive Program Assistance

Enclosed are two (2) originals of an interlocal agreement between Whatcom County and the Whatcom Conservation District (District) for your review and signature. This agreement is for technical assistance and implementation support for the Lake Whatcom Homeowner Incentive Program (HIP).

▪ **Background and Purpose**

HIP is a joint City of Bellingham and Whatcom County non-regulatory program that provides technical assistance and financial incentives to homeowners who voluntarily install stormwater best management practices (BMP) that reduce phosphorus loading from their property to Lake Whatcom. The District is currently providing technical assistance to homeowners participating in HIP to facilitate design and installation of BMPs. In addition, the District provides program support as needed for critical areas assessment, database management, outreach, and other program-specific administrative tasks. The current interlocal agreement for HIP support between Whatcom County and the District (Whatcom County Contract No. 201610015) was extended into 2019 to allow time to develop a new agreement with 2019 budget authority. This agreement continues the same level of assistance for HIP that the District has been providing for an additional 13 months until March, 2020.

▪ **Funding Amount and Source**

The total cost of this agreement is \$216,883 and is included in the 2019 Stormwater Budget (cost center 123211). Whatcom County and the City of Bellingham have an interlocal agreement (contract #201611031) to fund HIP wherein Whatcom County provides the first \$100,000 in funding each year and the City of Bellingham reimburses Whatcom County for costs exceeding \$100,000.

Please contact Ingrid Enschede at extension 6229 with any questions about this agreement.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:		Public Works																			
Division/Program: (i.e. Dept. Division and Program)		Stormwater - 907620																			
Contract or Grant Administrator:		Ingrid Enschede, Program Specialist																			
Contractor's / Agency Name:		Whatcom Conservation District																			
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____																					
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)																					
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____																					
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____																					
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 123211																					
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.																					
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.																					
Contract Amount:(sum of original contract amount and any prior amendments): \$ 216,883 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: The Lake Whatcom Homeowner Incentive Program (HIP) is a non-regulatory program that provides technical assistance and cost share incentives for homeowners who voluntarily elect to install stormwater best management practices (BMPs) that reduce phosphorus runoff into Lake Whatcom for the purpose of meeting TMDL requirements. The Whatcom Conservation District will provide technical assistance to homeowners implementing HIP projects in the Lake Whatcom watershed and program implementation assistance through this agreement.																					
Term of Contract: 13 months		Expiration Date: March 31, 2020																			
Contract Routing: <table style="width:100%; border: none;"> <tr> <td style="width:50%;">1. Prepared by: Ingrid Enschede</td> <td style="width:50%;">Date: 2/5/2019</td> </tr> <tr> <td>2. Attorney signoff: Christopher Quinn</td> <td>Date: 2/05/2019</td> </tr> <tr> <td>3. AS Finance reviewed: M Caldwell</td> <td>Date: 2/5/2019</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> </table>				1. Prepared by: Ingrid Enschede	Date: 2/5/2019	2. Attorney signoff: Christopher Quinn	Date: 2/05/2019	3. AS Finance reviewed: M Caldwell	Date: 2/5/2019	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: _____
1. Prepared by: Ingrid Enschede	Date: 2/5/2019																				
2. Attorney signoff: Christopher Quinn	Date: 2/05/2019																				
3. AS Finance reviewed: M Caldwell	Date: 2/5/2019																				
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: _____																				

**2019 INTERLOCAL AGREEMENT
WHATCOM COUNTY & WHATCOM CONSERVATION DISTRICT
LAKE WHATCOM HOMEOWNER INCENTIVE PROGRAM ASSISTANCE**

This Interlocal AGREEMENT ("AGREEMENT") is between the Whatcom Conservation District ("WCD") and the Whatcom County ("COUNTY") as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34) for implementation of the Lake Whatcom Homeowner Incentive Program (HIP) in cooperation with the City of Bellingham ("CITY").

WHEREAS, the Washington State Department of Ecology ("ECOLOGY") issued the final Lake Whatcom Watershed Total Maximum Daily Load (TMDL) study for phosphorus and fecal coliform bacteria in 2008, which requires the City and the County to develop a response strategy; and

WHEREAS, the CITY and COUNTY established HIP as a pilot program in 2011 with assistance from ECOLOGY to promote homeowner stewardship within the Lake Whatcom watershed and provide technical assistance and financial incentives to help homeowners install phosphorus-reducing best management practices (BMPs) to meet TMDL objectives; and,

WHEREAS, on April 7, 2016, the Environmental Protection Agency (EPA) approved the Lake Whatcom Watershed Total Phosphorus and Bacteria TMDL, which identifies the reductions in phosphorus and bacteria loading needed to restore the health of Lake Whatcom; and,

WHEREAS, the CITY and COUNTY are continuing to jointly implement HIP as a component of their Lake Whatcom TMDL water quality improvement plan to reduce phosphorus levels in stormwater runoff from existing development and meet TMDL objectives through an Interlocal Agreement (Whatcom County Contract No. 201611031); and,

WHEREAS, the WCD was formed in 1946 pursuant to RCW 89.08 as a public agency to undertake the conservation of renewable resources in all of Whatcom County; and

WHEREAS, the COUNTY and the WCD established an arrangement in 2016 through an Interlocal Agreement (Whatcom County Contract No. 201610015) wherein the COUNTY provided funding to the WCD to provide homeowner outreach, technical assistance, and program implementation assistance for the installation of phosphorus-reducing BMPs through HIP to the mutual advantage of each jurisdiction; and

WHEREAS, the County and the WCD desire to continue this agreement through the term of the County and City interlocal agreement and into early 2020 for the continued implementation of HIP; and

WHEREAS, the City will reimburse the County for expenses related to the management and administration of the HIP above the County's annual contribution according to the terms of their Interlocal Agreement.

NOW, THEREFORE, the WCD and COUNTY agree as follows:

- I. *Purpose:* The purpose of this AGREEMENT is to set the terms whereby the COUNTY will make available funds to the WCD to implement tasks to support the Lake Whatcom Homeowner Incentive Program as described in Exhibit A attached hereto.
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this AGREEMENT.
- III. *Whatcom Conservation District Responsibilities:* The WCD hereby agrees to provide support for the Lake Whatcom Homeowner Incentive Program as described in Exhibit A attached hereto.
- IV. *Whatcom County Responsibilities:* The COUNTY hereby agrees to reimburse the WCD, not to exceed the total budget amount allocated to the WCD as shown in Exhibit B attached hereto, for the costs in providing and performing the services stated.
- V. *Payment:* The WCD shall submit itemized invoices in a format approved by the COUNTY in accordance with the requirements of Exhibit B. The COUNTY will compensate the WCD for services rendered within thirty (30) days following receipt of an approved invoice, provided all other terms and conditions of the contract have been met and are certified as such by the Contract Administrator.
- VI. *Term:* This AGREEMENT shall be effective for services performed from the date of signature through March 31, 2020.
- VII. *Responsible Persons:* The persons responsible for administration of this AGREEMENT shall be the Whatcom County Public Works (WCPW) Department Director and the WCD Executive Director or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this AGREEMENT.
- IX. *Indemnification:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this AGREEMENT except as expressly provided herein.
- X. *Modifications:* This AGREEMENT may be changed, modified, amended or waived only by written AGREEMENT executed by the Parties hereto. Waiver or breach of any term or condition of this AGREEMENT shall not be considered a waiver of any prior or subsequent breach.
- XI. *Applicable Law:* In the performance of this AGREEMENT, it is mutually understood and agreed upon by the Parties hereto that this AGREEMENT shall be governed by the laws and regulations of the State of Washington and the federal government,

both as to interpretation and performance. The venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.

- XII. *Severability:* In the event any term or condition of this AGREEMENT or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this AGREEMENT that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this AGREEMENT are declared severable.
- XIII. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- XIV. *Recordation:* Upon execution of this Agreement, Whatcom County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.040.
- XV. *Performance:* The parties agree to satisfy all aspects of this AGREEMENT in a timely and professional manner. The WCD shall notify the COUNTY as soon as problems, delays or adverse conditions become known which will materially impair its ability to meet the deliverables described in Exhibit A.
- XVI. *Audit and Inspection:* The COUNTY and WCD shall maintain records pursuant to this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. Records shall be subject at all reasonable times to inspection and audit and State auditor. The COUNTY and WCD shall preserve and make such records available to said parties until expiration of three (3) years from the date of final payment under this AGREEMENT.
- XVII. *Dispute Resolution:* The parties to this AGREEMENT shall first attempt to resolve disputes informally at the staff level. In the event that the dispute cannot be resolved at the staff level, a dispute resolution procedure shall be followed under the guidance of the Whatcom Dispute Resolution Center.
- XVIII. *Rights and Remedies:* In no event shall a making by the COUNTY of any payment to the WCD constitute or be construed as a waiver by the COUNTY of any breach of covenant or any default that may then exist on the part of the WCD. The making of any such payment by the COUNTY while any such breach or default shall exist shall in no way impair or prejudice any of the COUNTY's rights, which are hereby expressly recognized, to recover payments or portions thereof, to which the WCD has not entitled under this AGREEMENT, or where any payments were made by mistake, or to pursue any other remedy available to the COUNTY in respect to breach or default of this AGREEMENT.

This AGREEMENT shall not relieve the COUNTY or the WCD of any obligation or responsibility imposed by law except that performance pursuant to this AGREEMENT may, where appropriate, be offered in satisfaction of an obligation or responsibility conveyed to the COUNTY or the WCD by law.

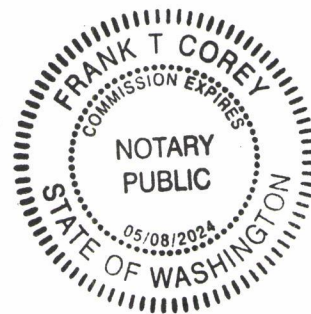
- XIX. *Proof of Insurance:* WCD shall carry for the duration of this AGREEMENT insurance with the coverage and limits provided in the attached certificate of insurance. For the commercial general liability insurance, Whatcom County shall be named as an additional insured. WCD's insurance shall be primary and non-contributory, and shall waive all rights of subrogation against Whatcom County and its coverage. Whatcom County's insurance shall not serve as a source of contribution.
- XX. *Miscellaneous:* No obligation in this AGREEMENT shall limit the WCD in fulfilling its responsibilities otherwise defined by law. No obligation in this AGREEMENT shall limit the COUNTY in fulfilling its responsibilities otherwise defined by law.
- XXI. *Signatures:* The undersigned representatives accept the provisions of this AGREEMENT. This AGREEMENT shall be in effect when signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 2019.

WHATCOM CONSERVATION DISTRICT

By Larry Davis 2/21/19
Larry Davis, Chairman Date

Approved as to form: George J. Boggs 2/22/19
George J. Boggs,
WCD Attorney



STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss


On this 21 day of February, 2019, before me personally appeared LARRY DAVIS to me known to be the Chairman of the Whatcom Conservation District and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Frank T. Corey
NOTARY PUBLIC in and for the State of
Washington,
residing at: Lynden
My commission expires 05/08/2024

WHATCOM COUNTY

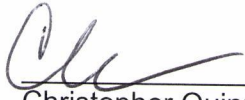
By: _____
Jack Louws, Whatcom County Executive, Date

Recommended for Approval:



Jon Hutchings
Public Works Director
Date 2/28/19

Approved as to form:



Christopher Quinn
Deputy Prosecuting Attorney – Civil Division
Date 2/27/19

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this ____ day of _____, 2019, before me personally appeared JACK LOUWS to me known 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 _____

EXHIBIT A - SCOPE OF WORK

Lake Whatcom Homeowner Incentive Program Assistance

Project Description

The Lake Whatcom Homeowner Incentive Program (HIP) is a joint City of Bellingham (City) and Whatcom County (County) non-regulatory program that provides technical assistance and cost share incentives for homeowners who voluntarily elect to install stormwater best management practices (BMPs) that reduce phosphorus runoff into Lake Whatcom. HIP was originally developed under a Washington State Department of Ecology grant from 2011 to 2015. At the end of this pilot period, the City conducted an extensive program evaluation. Findings from this evaluation were used to develop a revised HIP, which began in 2017.

HIP offers two levels of assistance to property owners. The **target program** offers a higher level of assistance and financial incentives to owners of shoreline parcels, parcels draining directly to streams, and parcels with large lawns. These properties offer the greatest opportunity for phosphorus reduction. The **DIY native landscaping program** offers technical assistance and reimbursement for materials to install native landscaping on all other parcels in the program area. The program area currently includes all developed parcels draining to Lake Whatcom basin one and two.

The WCD has provided HIP implementation assistance since October 2016 through an interlocal agreement. The County requests continued assistance from the WCD to implement HIP in 2019 and 2020 as described in this scope of work.

Task 1. Program Administration

The WCD will provide program administration and coordinate with City/County staff. Program administration tasks will include:

- Invoicing
- Attending regular coordination meetings, providing communication of program activities, and contacting City/County staff with questions and/or problems in a timely manner
- Managing databases to support HIP in order to ensure accurate tracking of customers, projects, and data for analysis and reporting
- Assistance managing GIS interface with HIP
- Providing input to City/County staff on program improvement, adaptive management, improving outreach, and revised eligibility criteria
- Assisting with program outreach and providing information about HIP
- Other administrative support as needed

Deliverables and Timelines:

- Submit invoices with a progress report summarizing landowner contacts, BMPs installed, and work performed during the invoice period every month
- Attend coordination meetings with City and County staff monthly or as needed
- Participate in program evaluation annually or as needed

- Develop and maintain a HIP project database with monthly and annual reporting capability
- Develop and manage outreach advertising as requested by City and County staff

Task 2. Target Program Assistance

The WCD will provide a HIP Project Coordinator who will serve as the primary point of contact for homeowners voluntarily participating in HIP. Additional support will be provided as needed by other WCD staff. Homeowner assistance responsibilities include:

2a. HIP Project Coordinator Training

The HIP Project Coordinator will work with City and County staff, other WCD staff, and attend professional development trainings to receive training as needed. Training activities may include but are not limited to:

- Attending meetings with City and County staff
- Site visits of past HIP projects
- Shadowing City, County, and WCD staff on new HIP site visits
- Attending professional development trainings
- Working with WCD technical experts
- Other applicable training activities

2b. Program Implementation

Engaging homeowners

- Providing assistance with landowner recruitment
- Responding to homeowner inquiries; answering questions via email, phone, and in person
- Clearly explaining program purpose, opportunities, and limitations; eligible and ineligible improvements; and instilling realistic expectations in the landowners
- Conducting site visits to answer questions, promote the program, verify parcel eligibility, and identify opportunities for phosphorus reduction improvements on the parcel
- Conveying important messages regarding water quality and landowner stewardship
- Facilitating the Homeowner Acknowledgement process and securing landowner signatures
- Other homeowner engagement activities as needed

Completing HIP Project Feasibility Studies

- Identifying site constraints and working with homeowners to develop project feasibilities
- Providing technical assistance to complete a critical areas checklist and identify and map critical areas as needed

- Working with Whatcom County and City of Bellingham staff to troubleshoot designing around critical areas or other special site-specific considerations as needed
- Completing a HIP Project Feasibility Study with site-specific information, design constraints, and conceptual ideas
- Other HIP project feasibility study activities as needed

Working with private contractors that provide design and construction services for HIP

- Responding to questions from designers and contractors regarding HIP
- Facilitating the completion of soil investigations and BMP designs
- Other coordination with private designers and construction professionals as needed
- Providing professional certification trainings/management in partnership with County and City staff
- Answering questions about material specifications

Facilitating homeowner projects from start to finish

- Once a participant agrees to move forward, the HIP Project Coordinator becomes the liaison between homeowner, professionals, and jurisdiction to provide one consistent point of contact.
- Connects homeowner to designers and contractors by providing a list of HIP certified professionals
- Advocates for projects maximizing phosphorus reduction
- Connects homeowners to approved materials as needed by providing lists and criteria
- Facilitates signing of the maintenance agreement/easement between the homeowner and City/County
- Provides assistance filling out required forms and documents
- Reviews submittals for completeness and forwards to City or County staff for review and permitting
- Reviews and approves design plan amendments and facilitates any necessary additional permit review
- Oversees pre-construction (erosion control), facility installation, and permanent stabilization
- Completes final close out inspection and documentation
- Reviews and approves reimbursement requests and forwards for payment
- Other HIP project facilitation activities as needed

Deliverables and Timelines:

- Complete HIP project feasibility study and provide to homeowners
- Submit HIP project application forms to City/County staff for review and approval

- Submit records of completed HIP projects to City/County staff including generic as-built information, signed maintenance agreements, inspection records, database entries, and other records as determined by the HIP staff team

Task 3. Do-It-Yourself Native Landscaping Program Assistance

The WCD will provide staff to serve as the primary point of contact for homeowners participating in HIP's DIY Native Landscaping program for smaller residential properties that have less potential to export phosphorus to Lake Whatcom. Additional support will be provided as needed by other WCD staff. Homeowner assistance responsibilities include but not limited to:

3.a WCD Staff Training & Coordination

- Attending professional development trainings
- Working with WCD technical experts
- Other applicable training activities
- Share information on DIY site visits with City and County staff through a shared database

3.b Program Implementation

Workshop Assistance

- Co-teach DIY Native Landscaping workshop with city & county staff with the option to take over more teaching responsibility over time
- Provide assistance with workshop registration
- Create workshop participant base maps
- Help revise and improve workshop materials

Site Visits: on-site assistance to workshop attendees

- Answer questions about how the program works
- Provide assistance developing site plans including identifying and measuring planting areas
- Provide assistance with plant selection and planting plans
- Provide assistance with HIP DIY Native Landscaping project applications

Project Close Out

- Conduct final project inspection
- Provide assistance completing maintenance agreement
- Provide assistance with reimbursement process

Deliverables and Timelines:

- Co-teach DIY Native Landscaping workshops
- Maintain DIY project site visit records in a shared database with monthly and annual reporting capability
- Submit completed final project inspection forms

EXHIBIT B - BUDGET

Lake Whatcom Homeowner Incentive Program Assistance

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the actual composite hourly rates of personnel working on this project, estimated hourly rates provided below*. Composite rates are subject to WCD adjustments, annually or as needed. Revised Composite Rate forms will be provided to WC for any rate changes upon adjustment. The total budget is not to exceed **\$216,883**. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem for training shall not exceed the GSA rate for the location where training is provided. Other expenditures such as supplies, postage, and rentals shall be reimbursed at actual cost. Expense reimbursement requests must be accompanied by copies of paid invoices. Contractor certifies that all personnel charging to this contract are program personnel and are not also included in the Contractor's overhead rate. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.

Personnel	Maximum Composite Rate*	Total
Administration	\$ 46.16/hr	
Manager	\$ 74.68/hr	
Resource Specialist	\$ 51.89/hr	
HIP Coordinator	\$ 44.13/hr	
GIS Technician	\$ 54.10/hr	
Engineer	\$ 81.52/hr	
Outreach Coordinator	\$ 54.57/hr	
Outreach Technician	\$ 24.27/hr	
Farm Plan Coordinator	\$ 42.67/hr	
Farm Planner	\$ 39.82/hr	
Habitat Coordinator	\$ 64.65/hr	
Wetlands Specialist	\$ 56.20/hr	
Habitat Technician	\$ 53.31/hr	
Outreach Assistant	\$ 20.13/hr	
Science Coordinator	\$ 65.31/hr	
Data Coordinator	\$ 48.10/hr	
Research Technician	\$ 44.13/hr	
Subtotal salaries/benefits		162,147
Overhead (25% of salaries/benefits)		40,537
Total Personnel		202,683
Supplies/Postage/Rentals	Actual costs	8,000
Training	Actual costs	1,000
Mileage	Actual costs	5,200
Other (contract specific)		
Totals		216,883

*WCD staff listed may work on any task, not to exceed \$202,683 for salaries/benefits and overhead.

EXHIBIT C - INSURANCE
Lake Whatcom Homeowner Incentive Program Assistance

Enduris
EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:

Whatcom Conservation District
 6975 Hannegan Rd
 Lynden, WA 98264

MEMORANDUM#: 2019-00-271

EFFECTIVE: September 1, 2018 through August 31, 2019

This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.

CERTIFICATE HOLDER:

Whatcom County
 322 N. Commercial St. #120
 Bellingham, WA 98225

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

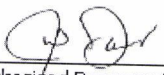
COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
COMPREHENSIVE GENERAL LIABILITY	\$1,000,000	\$1,000,000
Professional Liability	\$1,000,000	\$1,000,000
Personal Liability	\$1,000,000	\$1,000,000
Products - Complete Operation	\$1,000,000	\$1,000,000
AUTO LIABILITY	\$1,000,000	\$1,000,000
Combined Single Limit; Hired and Non-Owned; Temporary Substitute	\$1,000,000	\$1,000,000
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	N/A	N/A
Per Occurrence Aggregate	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
Property	N/A	N/A
Mobile Equipment	N/A	N/A
AUTOMOBILE PHYSICAL DAMAGE	N/A	N/A
OTHER COVERAGE: N/A	N/A	N/A

CANCELLATION:

Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.

MEMO:

Whatcom County is an additional covered party in respect to the 2019 Interlocal Agreement, Lake Whatcom Homeowner Incentive Program Assistance. Coverage is primary and non-contributory to the liability insurance maintained by the certificate holder. A waiver of subrogation is afforded to the certificate holder for the coverages listed above.


 Authorized Representative
 February 4, 2019

enduris.
 WASHINGTON

1610 S Technology Blvd, Suite 100 - Spokane Washington - 99224 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875

ADDENDUM B

ENDURIS AND ITS MEMBERS

MEMORANDUM OF COVERAGE

It is agreed that the "Covered Party, Covered Persons or Entities" provision is amended to include any person or entity to whom the member is obligated by virtue of a contract to provide insurance with respect to coverage afforded by this Memorandum. Said person or entity shall be covered only to the extent of such obligation of the covered party, and then only with respect to operations by or on behalf of the covered party, or of facilities of the covered party, or of facilities used by the covered party.

This policy will not insure or defend any claims for liabilities arising out of the sole fault, negligence or omission of the Additional Covered Party.

Coverage provided under this addendum is limited to the lesser of the limits stated on the Declaration page, or the minimum of coverage required in the contract.

This addendum requires written approval from Enduris.

It is further agreed that nothing herein shall act to increase Enduris' Limit of Liability.

This addendum is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown on the attached Evidence of Coverage. All other terms and conditions remain unchanged.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-152

File ID:	AB2019-152	Version:	1	Status:	Agenda Ready
File Created:	02/26/2019	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	
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TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interlocal agreement between Whatcom County and City of Bellingham for GRACE Program funding, in the amount of \$140,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
--------------	---------------------	----------------	-----------------

Attachments: Memo to County Executive, City of Bellingham GRACE Program Funding Interlocal Agreement

Final Action:
Enactment Date:
Enactment #:



RECEIVED

FEB 26 2019

MEMORANDUM

TO: Jack Louws, County Executive
RLD
FROM: Regina A. Delahunt, Director
RE: City of Bellingham – GRACE Program Interlocal Agreement
DATE: February 21, 2019

JACK LOUWS
COUNTY EXECUTIVE

Enclosed are two (2) originals of an Interlocal Agreement between Whatcom County and City of Bellingham for your review and signature.

▪ **Background and Purpose**

This agreement establishes Whatcom County as the administrator of the Whatcom Ground-Level Response and Coordinated Engagement (GRACE) Program. Coordinated administration with the City of Bellingham is required to develop policies and procedures, direct services, and monitor successes of the GRACE Program.

▪ **Funding Amount and Source**

The GRACE Program start-up is largely funded with local monies from PeaceHealth, the City of Bellingham, and the County. As the GRACE Program becomes fully functioning, other sources of funding will be utilized to include Medicaid. Through this agreement, for any aspects of the GRACE Program that are not covered by other funding sources, the City of Bellingham will reimburse Whatcom County with a commitment to the GRACE Program of up to \$140,000 per year. Whatcom County has also made a financial commitment, in the amount of up to \$295,000 per year through its contract with SeaMar Community Health Center (Whatcom County Contract #201808030) to operate the GRACE Program. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Anne Deacon at extension #6054 if you have any questions regarding this agreement.

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855020 Mental Health	
Contract or Grant Administrator:		Anne Deacon	
Contractor's / Agency Name:		City of Bellingham	

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
		(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	
Is this contract grant funded?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process?			Contract Cost Center:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.	

If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):	<p>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:</p> <ol style="list-style-type: none"> 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.
\$ 140,000	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	

Summary of Scope: The purpose of this agreement is to establish Whatcom County as the administrator of the Whatcom GRACE Program.

Term of Contract: 2 Years	Expiration Date: 12/31/2020
---------------------------	-----------------------------

Contract Routing:	1. Prepared by: JT	Date: 12/14/2018
	2. Attorney signoff: RB	Date: 01/04/2019
	3. AS Finance reviewed:	Date: 2/25/19
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date: 2-26-19
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

**INTERLOCAL AGREEMENT
BETWEEN WHATCOM COUNTY AND THE CITY OF BELLINGHAM
REGARDING CREATION OF A GROUND-LEVEL RESPONSE AND COORDINATION
(GRACE) PROGRAM**

This Interlocal Agreement (the "Agreement") is made and entered into this day by and between Whatcom County (the "County") and the City of Bellingham (the "City"), collectively referred to as the "Parties".

WHEREAS, the Parties have historically provided a variety of services to assist individuals with poor health, behavioral health disorders and/or unstable housing or homelessness; and

WHEREAS, the Parties have identified that intensive care, emergency care, behavioral health, criminal justice, and other services have been disproportionately and inefficiently utilized by a recognizable group of high-risk and high-need individuals; and,

WHEREAS, the Parties and other service providers have determined that coordination and development of targeted resources to serve high-need individuals will result in better care of these individuals and more efficient use of limited resources; and

WHEREAS, this approach will result in reduced calls to first responders, emergency room visits for medical treatment, arrests, and jail admissions, which are an expensive and inefficient means of improving the health, well-being and stability of these individuals; and

WHEREAS, this coordinated and targeted approach is being called the Ground-Level Response and Coordinated Engagement (GRACE) Program; and

WHEREAS, it is anticipated that GRACE (the "Program") will improve public safety, reduce use and costs of emergency and criminal justice systems and improve the health and well-being of individuals with complex needs; and

WHEREAS, in addition to the Parties, other service providers, including PeaceHealth Medical Center, area municipalities, tribal nations, and the North Sound Behavioral Health Organization (BHO), are also participating community partners in the Program; and

WHEREAS, coordinated administration is required to develop policies and procedures, direct services, and monitor the successes of the Program; and

WHEREAS, multiple funding sources, including those of the City and County, will be required to procure services to operate GRACE;

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. **ADMINISTRATION.** The Parties designate the County as the administrator pursuant to this Agreement. Administrative duties include: (1) overseeing the Request for Proposals process which led to the selection of and contracting with SeaMar; and (2) monitoring the contract with SeaMar. Under the terms of that contract, SeaMar is responsible for employing and providing leadership to Program Staff and operating the Program to meet the overall goals as set forth by exhibits to this Agreement. The County shall monitor SeaMar's performance and share results with the City, upon request. The County shall provide the City with a copy of the contract, as amended over time, between the County and SeaMar.

2. **SERVICES.** The services to be provided under this Agreement are outlined in an Agreement between Whatcom County and SeaMar as **Exhibit A – Scope of Work hereto which is attached hereto incorporated herein**, which may be amended from time to time by and between Whatcom County and SeaMar.

3. **FINANCIAL COMMITMENTS.**

- A. Each Party will include a line item in their respective 2019-2021 budgets to support the Program, as shown in **Exhibit B – Financial Commitments, which is attached hereto and incorporated herein**. The terms of Exhibit B are contingent upon annual budget approval by the County and City and may be altered by agreement.
- B. The Parties agree to commit to a three-year coordinated approach to intensive services funding.
- C. Funding for the last quarter of 2018 was provided by the North Sound Behavioral Organization (BHO), PeaceHealth and Whatcom County. In addition, BHO funding is expected to cover most City and County expenses for the first six months of 2019 and BHO resources shall be exhausted prior to billing the City.
- D. The securing of additional State or grant funding to support the Program shall result in a commensurate proportionate reduction in the Parties' contributions.
- E. The Parties recognize that the program is made up primarily of personnel and anticipate cost of living adjustments and wage increases over time, therefore, the total amounts outlined in Exhibit B may be increased accordingly.

4. **APPOINTMENT OF EXECUTIVE COMMITTEE.** Each Party will appoint one or more representatives to serve as a member of an executive committee (the "Committee"), which will serve in an advisory capacity to the County by providing guidance on goals and objectives and defining the expected outcomes of the Program.

5. **STAFF.** The Mayor and County Executive will designate staff to serve on the Executive Committee.

6. **INVOICES.** The County shall submit a quarterly invoice to the City, which will include a breakdown of personnel costs and direct costs. A report summarizing services performed and outcomes (as determined by the Executive Committee) shall be attached to said invoice.

7. **EFFECTIVE DATE AND TERM.** The Agreement shall be effective beginning January 1, 2019 and shall continue in full force and effect until December 31, 2021, unless extended by mutual written agreement of both Parties or terminated in accordance with Section 8 of this Agreement.

8. **TERMINATION OF AGREEMENT/REDUCTION IN FUNDING.**

- A. Should either Party believe the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other Party a timeline to cure such default. If the default is not remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).
- B. In the event of termination, the County shall be paid an amount, at the discretion of the Project Manager, which takes into account actual costs incurred in performing the services to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it

and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the County receive an amount based on unperformed services or other work.

On the giving of notice of termination by either Party, the County shall immediately begin winding down its services in anticipation of the termination.

- C. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to budgetary constraints of either Party and prior to its normal completion, the Parties may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City or County, the County may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt or written notice thereof.

9. **NEW PARTIES.** The Parties may allow additional public agencies (as the term is defined in RCW 39.34.020) to become parties to this Agreement subject to such terms and conditions as they unanimously agree.

10. **SURVIVABILITY.** All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

11. **PROJECT MANAGERS:** Samya Lutz shall be the Project Manager for the City and Anne Deacon shall be the Project Manager for the County.

12. **NOTICES:** All notices, demands, requests, consents, and approvals which may or are required to be given by any Party, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by email, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The County: Anne Deacon, Human Services Manager
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

The City: Samya Lutz, Housing & Services Program Manager
City of Bellingham PCDD
210 Lottie Street
Bellingham, WA 98225

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon factual receipt or refusal of the intended recipient to accept delivery. Facsimile transmission of any signed, original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

13. **AMENDMENT.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

14. **WAIVER.** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition.

15. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

16. **PUBLIC RECORDS ACT.** All records received by any Party, pursuant to this Agreement shall be a public record and therefore subject to the Public Records Act.

17. **ENTIRE AGREEMENT.** The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

EXECUTED THIS _____ day of _____, 2019.

[signature pages follow]

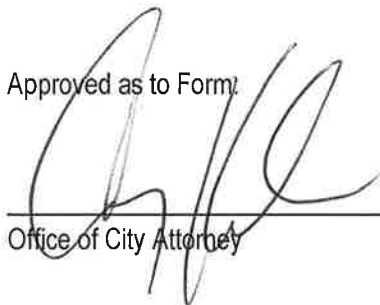
CITY OF BELLINGHAM

By: 
Kelli Linville, Mayor

Date: 2/8/19

Attest: 
Finance Director

Approved as to Form:


Office of City Attorney


Rick M. Sepler, AICP
Planning & Community Development Director

STATE OF WASHINGTON)

)

ss.

COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Kelli Linville is the person who appeared before me, and said person acknowledged she signed this instrument on oath stated she was authorized to execute the instrument and acknowledged it as the Mayor of the **CITY OF BELLINGHAM** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/8/19


Signature of Notary Public

Elizabeth J. Coogan
Name Printed

Notary Public
Title

My Appointment Expires: 4/9/20

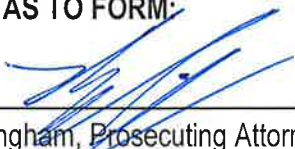


EXECUTED THIS _____ day of _____, 2019.

WHATCOM COUNTY


Jack Louws
County Executive

APPROVED AS TO FORM:

 2-7-19


Royce Buckingham, Prosecuting Attorney Date

APPROVED AS TO PROGRAM:

 2/21/19

Anne Deacon, Human Services Manager Date

APPROVED AS TO DEPARTMENT:

 2/22/19

Regina Delahunt, Director Date

Exhibit "A"
(SCOPE OF WORK)

I. Background

Individuals with complex needs are often challenged with poor health, behavioral health disorders, and/or unstable housing or homelessness. As a result, some individuals will frequently require emergency responses from law enforcement or Emergency Medical Services (EMS). Crisis interventions are ineffective in resolving an individual's persistent challenges. These individuals become "familiar faces" to first responder systems and require substantial support to change the pattern of excessive and inappropriate use. A thoughtful intervention plan that includes multiple service providers who coordinate their efforts can help prevent or reduce unnecessary calls to First Responders.

Whatcom GRACE (Ground-level Response And Coordinated Engagement) is a program designed to provide intensive care coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways. Care coordination activities are coupled with other necessary services from relevant service providers to create comprehensive intervention and care plans. The overarching GRACE program goals are to reduce First Responder calls, Emergency Department visits, arrests, and jail admissions while improving the health, well-being and stability of these individuals.

The general goals of the GRACE program are: 1) increased public safety, 2) reduced use and costs of emergency and criminal justice systems, and 3) improved health and well-being of individuals with complex needs.

GRACE community partners include, but are not necessarily limited to: the Whatcom County Health Department, law enforcement agencies, Emergency Medical Services (EMS), PeaceHealth Medical Center, the Whatcom County jail, municipalities, tribal nations, North Sound Behavioral Health Organization (BHO), and the Whatcom Alliance for Health Advancement (WAHA).

The purpose of this contract is to fund an agency to act as the Hub in a "hub and spoke" model, with the above-mentioned community partners serving as the "spokes". The Hub agency will facilitate the development of shared care/intervention plans and provide care coordination services to an identified population of "familiar faces" in collaboration with "spoke" partners. See the attached Exhibit D, "Whatcom GRACE Design Considerations and Principles" for general program guidelines.

II. Definitions

Hub: The agency/contractor that identifies program participants, and facilitates and/or provides client engagement, intervention planning, care coordination, and program quality assurance for GRACE. The Hub will provide leadership to the community and its partners in its primary responsibility for administration of the county-wide GRACE program.

Executive Committee: Representatives from the funding entities, acting in an advisory capacity to the county and the Hub/contractor, providing guidance on goals and objectives, and expected outcomes of the GRACE program.

Familiar Faces: Individuals who use crisis systems frequently and ineffectively, often without meeting their unique, complex needs.

Leadership Team: An identified group of community leaders acting in an advisory capacity to the County and the Hub/Contractor on policies of the GRACE program.

Pathways Model: This is an evidence-based model which defines care coordination as delivering services outside of the typical boundaries of health care systems. A “pathway” is a standardized process through which at-risk individuals are identified and their needs are defined and addressed.

Program Team: An identified group of community service providers, comprised largely of “spoke” organizations at the program level acting in an advisory capacity to the County and the Contractor/Hub on GRACE practices and procedures.

Spokes: Spokes are the organizations that provide services to GRACE clients and coordinate care, to include behavioral health treatment, housing and other social services, and medical care.

III. Statement of Work

A. Program Services

The Contractor will serve as the Hub for the GRACE program. The role of the Hub is to facilitate comprehensive care coordination among spoke agencies that are providing services to GRACE clients, provide direct care coordination, facilitate the development of shared care/intervention plans, and report on identified performance and outcome measures.

Specific responsibilities of the Hub include:

1. Recruit and hire qualified staff to operate the GRACE Hub, in collaboration with the County and other funders to the extent possible and allowed by Contractor personnel policies
2. Develop policies and procedures, in collaboration with the county, that will inform and guide the GRACE program activities and expectations
 - A. Policies and procedures will include guidance on client eligibility, referrals, types of services provided, shared care/intervention plans, spoke expectations and commitment of participation, data collection and tracking, and use of client flex funds/motivational incentives
 - B. Educate the spoke agencies on GRACE policies and procedures and their expected role as GRACE partners
3. Assume a primary leadership role for the GRACE program in collaboration with the County
4. Make final determination on the status of an individual as a GRACE program client, in consultation with the County and other GRACE program funders during initial start-up phase
5. Participate in meetings with the Executive Committee as necessary
6. Convene and facilitate meetings of the Leadership and Program Teams as necessary, and in collaboration with the County
7. Work closely with County and other funders to establish metrics for GRACE program outcome measures
8. Educate community about the GRACE program in collaboration with the County
9. Keep County and other GRACE program funders updated on program implementation progress during first year of operation, on a schedule agreed upon between the County and Contractor
10. Ensure consistent, accurate and effective communication with multiple, diverse stakeholders as appropriate

11. Plan for and transition the WAHA Intensive Case Management program Care Coordinators' caseloads, as appropriate
12. Convene and facilitate meetings with spoke agencies focused on development, implementation, and oversight of shared care/intervention plans for individual clients of the GRACE program as necessary
13. Ensure quality shared care/intervention plans are created to meet the complex needs of GRACE clients to the greatest extent possible
14. Engage with prospective GRACE clients and encourage participation in the GRACE program
15. Facilitate and provide care coordination services to GRACE clients as needed
16. Screen and assess or arrange for assessments of GRACE clients as appropriate in an effort to develop and implement shared care/intervention plans that are responsive to identified needs
17. Monitor caseloads to ensure delivery of adequate care coordination services and make or recommend adjustments as appropriate
18. Maintain engagement and care coordination efforts with GRACE program clients and prospective clients despite their reticence for help, to the extent appropriate
19. Work with spoke agencies to create new and/or innovative strategies where existing processes or policies are inflexible or ineffective to meet the needs of the GRACE clients
20. Arrange transportation or provide transportation for GRACE clients for necessary appointments as appropriate
21. Provide services out of office and on-site whenever possible to best achieve the goals of the clients' shared care/intervention plans
22. Provide medication evaluations and ongoing medication monitoring when indicated, and in off-site locations when necessary
23. Work closely with law enforcement and EMS agencies to coordinate outreach activities to GRACE clients, to include teaming with these agencies during client contacts when appropriate
24. Ensure appropriate staff training and supervision related to the complex challenges of GRACE clients, to include criminogenic risk factors
25. Work with County to identify topics of training to offer to spoke agencies and the community that will support the goals and activities of the GRACE program
26. Participate with the County in the Data Across Sectors for Health (DASH) technical assistance grant focused on multi-sector collaboration and data sharing
27. Work with County to establish/agree upon a client data base and a reporting and communication mechanism, considering the needs for dynamic information exchange with multiple community partners
28. Comply with 42 CFR Part 2, HIPAA rules, as well as state confidentiality rules
29. Work with County to identify and implement billing for client services to Medicaid and other payers as eligible and appropriate
30. Work with the County and the North Sound Accountable Community of Health (NS ACH), if the GRACE program is chosen as a pilot transformation project, to provide all required information and to promote the GRACE program
31. Work with the County and the NS ACH in implementing use of the Pathways model if the GRACE program clients are an identified target population for this transformation project

32. Work closely with the County to ensure that start-up costs are sufficiently funded and request timely reviews of program operation expenses.

B. Service Eligibility

The target population of the GRACE Program consists of individuals ("familiar faces") who have frequent contact with law enforcement and emergency response systems, high use of acute care health services including behavioral health, and challenges maintaining safe and affordable housing. As a result of their frequent contacts, familiar faces make inefficient use of public resources in an attempt to meet their needs. A high percentage of the target population is Medicaid eligible or enrolled. GRACE clients may include all ages, and are not excluded because of age alone.

The Contractor will accept referrals for program admission consideration from law enforcement, EMS agencies, PeaceHealth Medical Center, Whatcom County jail, and treatment or service provider agencies. The Contractor will utilize the GRACE Executive Committee and Leadership Team as advisory bodies to assist in developing policies for prioritizing admissions to the GRACE program.

The Contractor shall coordinate with the County and Whatcom Alliance for Health Advancement (WAHA) in the disposition of all active cases currently served by the WAHA Intensive Case Management (ICM) program.

IV. Program Requirements

A. Staffing

The contractor will provide staffing sufficient to operate the GRACE program Hub. Adequate capacity for operations must include program management and supervision, accounting and performance management, care coordination, community engagement, client programming facilitation, and collaboration with the Leadership and Program teams.

Hub operations and care coordination will be provided by a multidisciplinary team of behavioral health and healthcare professionals. The Contractor shall ensure that GRACE program staff have the demonstrated ability to work with complex individuals who experience acute symptoms and lifestyle patterns that are disruptive to their health and well-being. Requirements for GRACE Hub program staff follow:

1. Recruit, hire, and employ program staff to provide Program Management, Administrative support, Care Coordination, and Community Health Worker capacity. Staff capacity to deliver medication evaluations, prescribing, monitoring, and consultation shall also be included in the staffing model.
 - a. Program Management shall be provided by a staff member, up to full-time, with the demonstrated history and qualifications to manage a comprehensive program involving multiple community partners and complex clients.
 - b. Care Coordination services shall be provided by no less than three (3) full-time staff members qualified to work with highly complex individuals, with specialized training in behavioral health. The County prefers that these Care Coordination staff hold a Master's degree or higher in a behavioral health, or other relevant field. Waiver of any of the educational or professional requirements requires approval by the County and will be considered as requested by the Contractor.

- c. Community Health Worker services shall be provided by no less than one (1) full-time staff member with experience and education working with individuals with complex needs is strongly preferred.
- d. No less than four (4) staff members must carry a full caseload of approximately 20 GRACE clients each, for a total of 80 GRACE clients at any given time. Program start-up will focus on building caseloads as each staff member is hired.
- e. Administrative support for the program shall not exceed the equivalent of one (1) full-time staff member, yet can be provided with less than one full-time equivalent (FTE).
- f. Medication evaluations, prescribing, monitoring and consultation shall be provided by staff members qualified in the state of Washington to provide these services. Services will be offered as necessary and available, and within program budgetary restrictions. No more than a half FTE will be dedicated to medication evaluations, prescribing, and medication monitoring.

The Contractor will also fulfill the following requirements:

- 1. Provide administrative support sufficient to sustain the GRACE program functions
- 2. Provide office space, furniture and equipment sufficient to support the GRACE Hub, co-locating with law enforcement, EMS, etc. as appropriate
- 3. Provide administrative and clinical supervision of program direct service staff
- 4. Work with County to modify program as necessary in response to potential changes relative to the NS ACH transformation projects, Medicaid billing opportunities, information exchange, or data collection and reporting
- 5. Work with County to review GRACE budget as needed to ensure adequate funding support for costs when/if program modifications are made
- 6. Develop Memorandums of Understanding (MOUs) with EMS to delineate roles and responsibilities of coordination and collaborative efforts on behalf of GRACE clients, to be reviewed annually
- 7. Develop MOUs with Law Enforcement agencies to clarify roles and partnership between GRACE Care Coordination staff and law enforcement officers, to be reviewed annually
- 8. Develop MOUs with Spoke agencies to clarify roles and responsibilities, to be reviewed annually
- 9. Ensure that MOUs are fully executed within 90 days of contract start date; MOUs can be templated to an extent for ease and consistency in use

V. Reporting Requirements

The Contractor shall work in collaboration with the County and the Leadership Team to identify specific metrics for GRACE program outcomes. Expected program overarching outcomes include:

- 1. Reduction in jail admissions/reduction in jail bed day utilization
- 2. Reduction in law enforcement responses
- 3. Reduction in EMS responses
- 4. Reduction in Emergency Department visits
- 5. Improved health conditions of GRACE clients

The general outcomes expected of the GRACE program also include reducing the incidence of familiar faces using multiple systems inefficiently while promoting healthy behaviors among GRACE clients. As the program evolves, the Contractor in collaboration with the County and the Leadership Team will review monthly utilization data collected and then begin to set specific metrics.

The Contractor will collect baseline data on clients newly admitted to the GRACE program to include historical utilization of First Responder systems and the Emergency Department. On a monthly basis, data will be collected by individual GRACE client on current utilization of these services. The Hub organization will work closely with the County to design a reporting tool, and then submit a monthly report which will include the following data:

1. Arrests
2. Jail admissions
3. Jail bed day stays
4. First Responder calls for assistance (law enforcement and EMS)
5. Emergency Department visits.

Exhibit "B"
(FINANCIAL COMMITMENTS)

I. Budget

The expenses related to the Program will be borne as much as possible by sources other than the City and County, such as the North Sound Behavioral Health Organization, PeaceHealth, Medicaid and other health care cost reimbursement agencies. These other funding sources are not expected to cover the full cost of Program, and so the County and City have both committed funds as follows, with the understanding that these funds will be used on a proportional basis only to the extent that other funding is not available:

Whatcom County: up to \$295,000 per calendar year, contingent upon annual budget approval.

City of Bellingham: up to \$140,000 per calendar year, contingent upon annual budget approval.

The annual budget for this work is anticipated as follows:

Sources	Program Delivery (Personnel, Direct & Indirect Costs)
County (up to)	\$ 295,000
City of Bellingham (up to)	\$ 140,000
Other (at least)	\$ 46,250
TOTAL	\$ 481,250

Whatcom County will send a quarterly invoice and statement to the City outlining cost outlays, including the City and County shares, and reimbursements through other sources. Neither the City nor County will cover any costs paid through other sources, including grants or reimbursements.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-157

File ID:	AB2019-157	Version:	1	Status:	Agenda Ready
File Created:	02/28/2019	Entered by:	SWinger@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Bid Award		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	
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TITLE FOR AGENDA ITEM:

Request approval for the County Executive to authorize the purchase of radios and related accessories from RACOM Corporation, an authorized distributor for Harris RFCD, using the Washington State Contract #02315, in an amount not to exceed \$59,091.90

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Per WCC 3.08.100(A), the Sheriff's Office requests approval for the County Executive to authorize the purchase of radios and related accessories from RACOM Corporation, an authorized distributor for Harris RFCD using the Washington State Contract #02315 (expires 06/30/2021), in an amount not to exceed \$59,091.90. Funding was received through a US Department of Homeland Security grant, and appropriated on approved Supplemental #2019-2, Ordinance #2019-021

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Approval Request Radios (Sheriff Req #55480)

Final Action:
Enactment Date:
Enactment #:



DATE: February 28, 2019
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Approval to Purchase Radios

BACKGROUND

The Whatcom County Sheriff's Office requests approval to purchase 10 portable radios and miscellaneous accessories. The vendor is RACOM Corporation, of Marshalltown, Iowa, an authorized distributor for Harris RFCD. The Washington State Contract #02315 (expires 06/30/2021) has been awarded to several manufacturers, including Harris RFCD.

The total cost for this purchase is \$59,091.90, including all accessories, freight, and sales tax.

FUNDING

Funding for this purchase was received through a US Department of Homeland Security grant, and appropriated on approved Supplemental #2019-2, Ordinance #2019-021. I recommend approval.


AS Finance Manager

Approved as recommended:

County Executive

Date of Council Action _____



REQUISITION

WHATCOM COUNTY
Administrative Services
(360) 778-5320

NO. 55480

PURCHASE ORDER NUMBER

VENDOR NUMBER

2437708

If no vendor number exists, please complete a Request for Vendor Number Form

COST CENTER NAME

16OPSG

Name RACOM

Address

Phone NICK 1-888-752-1047

SHIP TO

Sheriff

COST CENTER

1003516005

ACCOUNT

6510

SUB

Amount

\$ 59,091.90

IT REVIEW (IF APPLICABLE)

DESCRIPTION/INSTRUCTIONS

QUANTITY

UNIT PRICE

TOTAL PRICE

Radios per attached quote

1

54,362.37

54,362.37

NASPO VALUEPOINT ✓

PUBLIC SAFETY COMMUNICATIONS EQUIPMENT 06913 ✓

RACOM IS AN AUTHORIZED RESELLER FOR HARRIS ✓

SUBTOTAL

54,362.37

SALES TAX 8.70%

SALES TAX AMOUNT

4,729.53

TOTAL

59,091.90

WRITTEN BY

D. Pierce

DATE

12/28/2018

APPROVED BY

DATE

12/28/18

Note: Attach copies of all quotes to this requisition.

Quote #1

Quote #2

Quote #3

Vendor		Vendor		Vendor	
Phone		Phone		Phone	
Email		Email		Email	
Contact Name		Contact Name		Contact Name	
Details/Price		Details/Price		Details/Price	

**Contact E-mail**

41



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-161

File ID:	AB2019-161	Version:	1	Status:	Agenda Ready
File Created:	03/05/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	03/12/2019	Next Mtg. Date:	Hearing Date:
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TITLE FOR AGENDA ITEM:

Resolution celebrating April as a month of Sikh awareness and appreciation in Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution celebrating April as a month of Sikh awareness and appreciation in Whatcom County.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
<hr/>			

Attachments: Resolution, American Sikh-Awareness Presentation 2019

Final Action:
Enactment Date:
Enactment #:

RESOLUTION 2019- _____

**CELEBRATING APRIL AS A MONTH OF
SIKH AWARENESS AND APPRECIATION IN WHATCOM COUNTY**

WHEREAS, Sikhs have been living in the United States and Whatcom County for more than 100 years, and during the early 20th century, thousands of Sikh Americans worked on farms, in lumber mills and mines, and on the Washington, Oregon, California and Pacific & Eastern Railroad; and

WHEREAS, Sikhism is the fifth largest religion in the world and today there are more than 30 million Sikhs worldwide and an estimated 500,000 Sikh Americans; and

WHEREAS, there is a significant and growing population in Whatcom County, including three gurdwaras (Sikh houses of worship); and

WHEREAS, Vaisakhi is one of the most historically significant days of the year for Sikhs and is celebrated in April every year; and

WHEREAS, 2019 is the 550th birthday of the first of ten gurus, and founder of Sikhism, Guru Nanak, and this is celebrated by Sikhs in Whatcom County, many other locations in United States, and worldwide as Guru Nanak's Gurburab and is one of the most important dates in the Sikh calendar; and

WHEREAS, Sikh Americans pursue diverse professions and make rich contributions to the social, cultural, and economic vibrancy of the United States, including service as members of the United States Armed Forces and significant contributions to our great nation in agriculture, information technology, small businesses, the hotel industry, trucking, medicine, and technology; and

WHEREAS, Sikh Americans distinguished themselves by fostering respect among all people through faith and service; and

WHEREAS, Whatcom County is committed to educating citizens about the world's religions, the value of religious diversity, tolerance grounded in First Amendment principles, a culture of mutual understanding, and the diminution of violence; and

WHEREAS, the Arch of Healing and Reconciliation monument honors the brave immigrants to the Pacific Northwest from India, China, and Japan, including Sikhs, and recognizes all immigrants who have come to America since the late 1800's seeking better opportunities for themselves and their families through hard work and determination; and

WHEREAS, today, Whatcom County seeks to further the diversity of its community and afford all residents the opportunity to better understand, recognize, and appreciate the rich history and shared experiences of Sikh Americans.

NOW, THEREFORE, BE IT RESOLVED that on this day, March 12, 2019, the Whatcom County Council hereby proclaims the month of April 2019 to be Sikh Awareness and Appreciation Month.

APPROVED this _____ day of _____, 2019.

ATTEST:

Dana Brown-Davis, Clerk of the Council

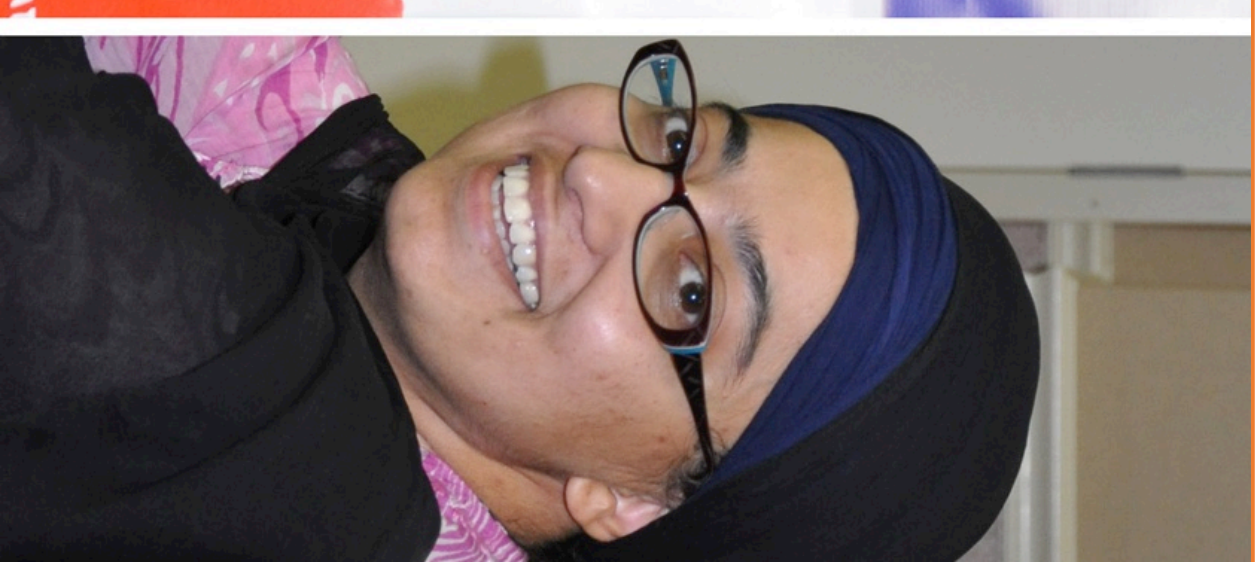
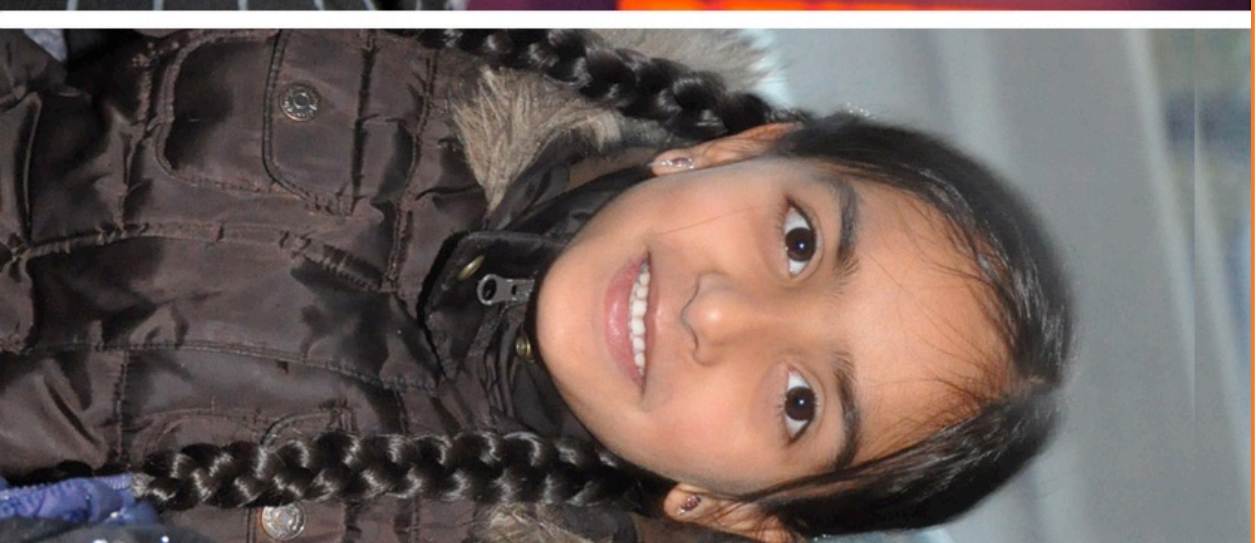
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Rud Browne, Council Chair

APPROVED as to form:

Civil Deputy Prosecutor

WHO ARE THE SIKHS?



QUICK QUIZ



- a) Sikhism is a sect of Islam
- b) Sikhism is a sect of Hinduism
- c) Sikhism is a blend of Hinduism and Islam
- d) Sikhism is an independent religion

CAN YOU GUESS?

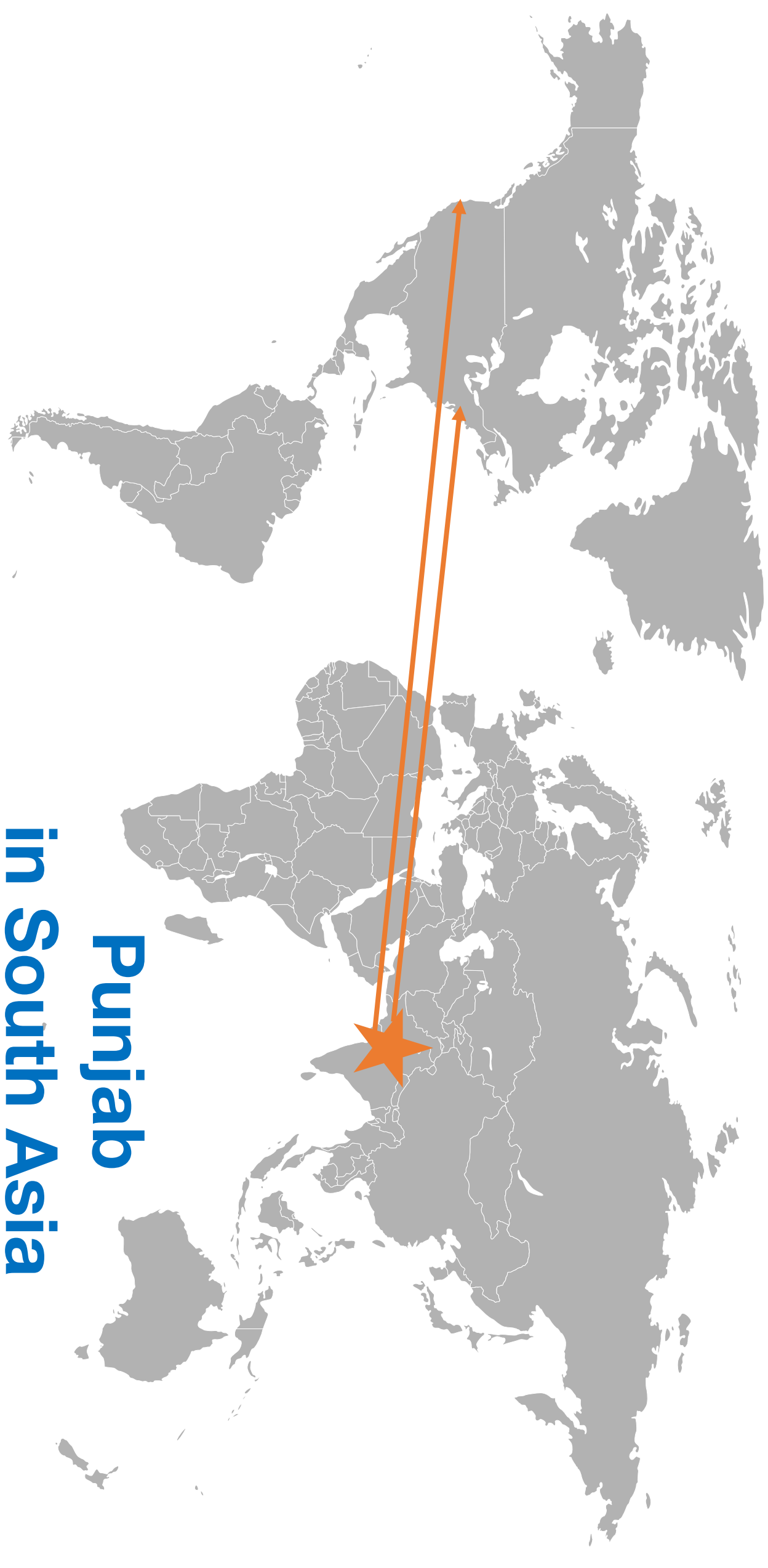
Sikhism is the ____ largest religion in the world?

- 1) Christianity – 2.2 billion
- 2) Islam – 1.4 billion
- 3) Hinduism – 900 million
- 4) Buddhism – 396 million
- 5) Sikhism – 25 million**
- 6) Judaism – 15 million

Sikhism is the 5th largest religion.



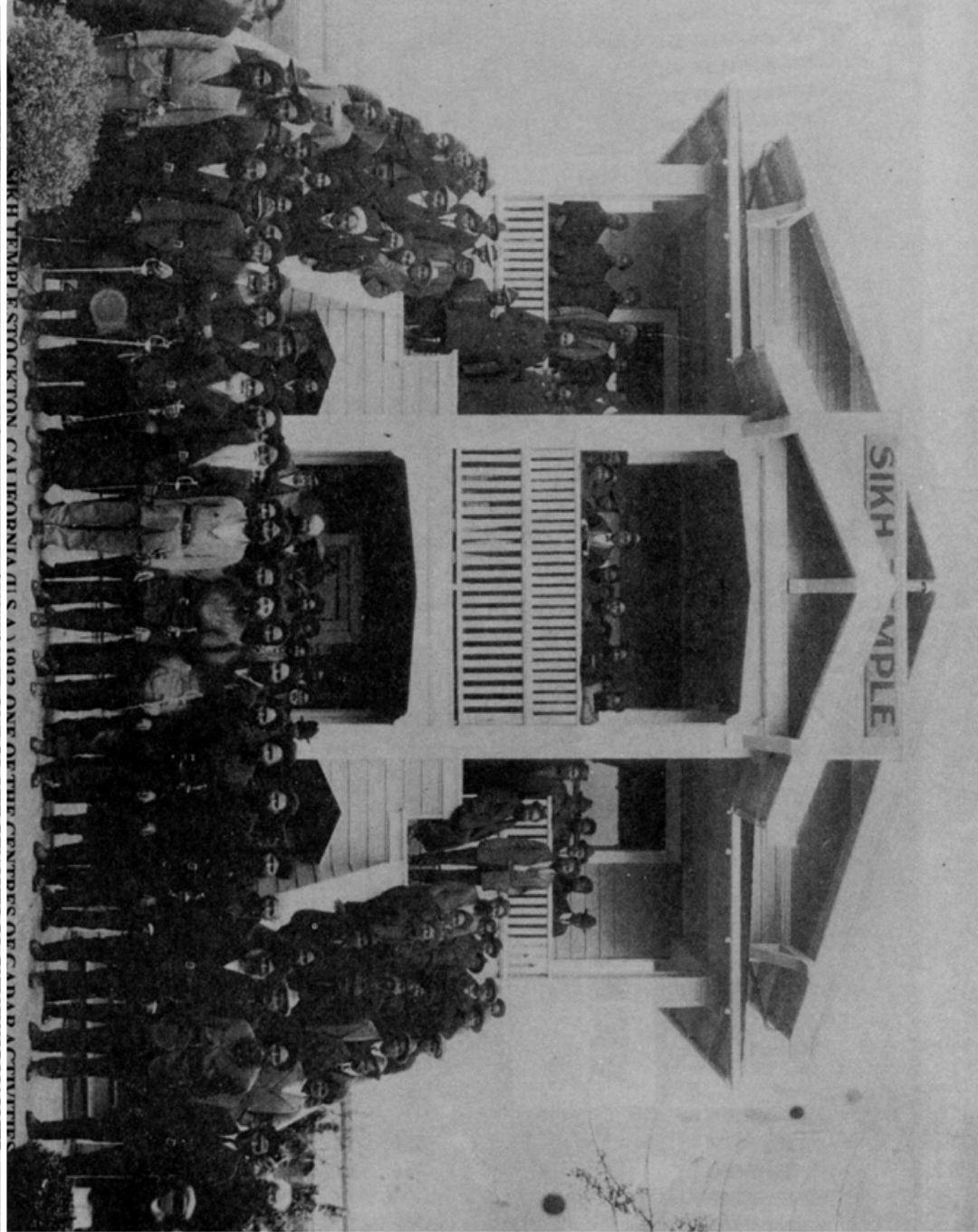
HISTORY



**Punjab
in South Asia**

SIKHS IN AMERICA

PIONEERS



SIKH VALUES

ONE GOD: *Loves and sustains all humanity*

EQUALITY: *Respect for all genders, religions, races, etc.*

LIVE & EARN HONESTLY

SERVICE TO HUMANITY

SOCIAL JUSTICE



SIKH BELIEFS



Founded on the teachings of ten Gurus (1469-1708)

The eternal living Guru of the Sikhs is the Guru Granth Sahib (the sacred scripture) which embodies the Gurus' teachings and guides Sikhs.

IDENTITY:
TO SERVE, PROTECT
AND BE HELD
ACCOUNTABLE



THE SIKH IDENTITY



Making a commitment by joining the Khalsa – community of initiated Sikhs

- Living by a code of conduct
- Having ultimate allegiance to the Sikh way of life
- Maintaining a distinct identity
- Can be done at any time in one's life

ARTICLES OF FAITH



Uncut Hair (Kesh)
Spirituality



Iron Bracelet (Kara)
Good Deeds



Kirpan
Protection



Comb (Kanga)
Cleanliness



Underpants
(Kachera)
Self Discipline



DASTAAR

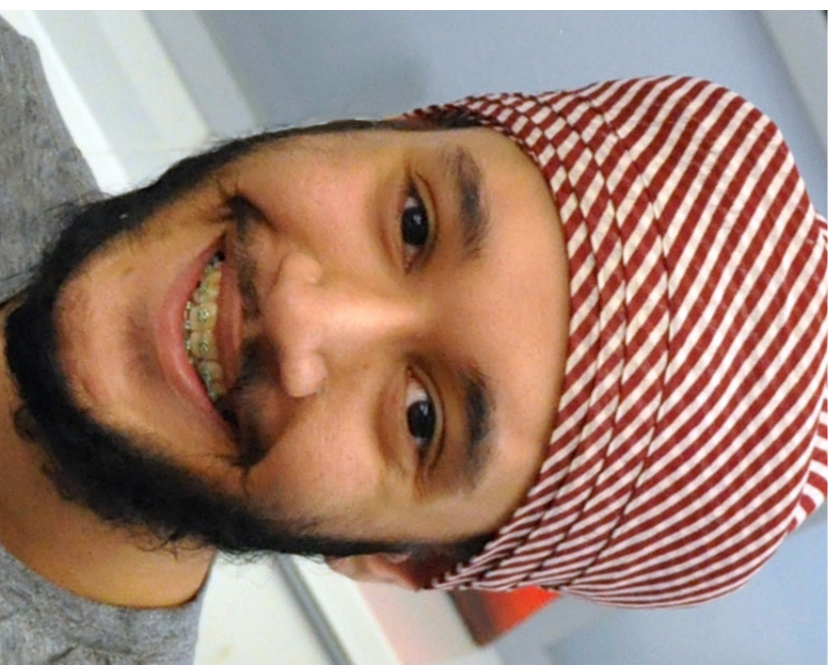
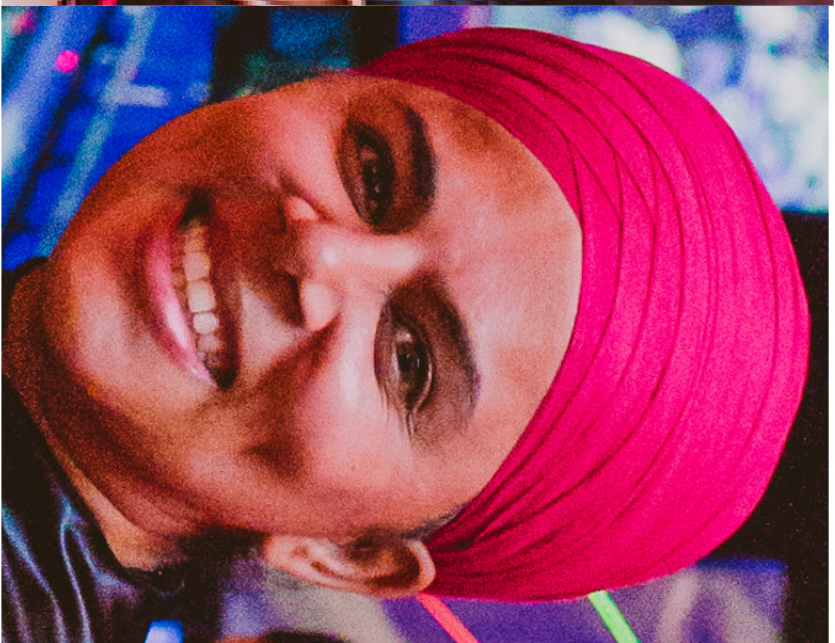
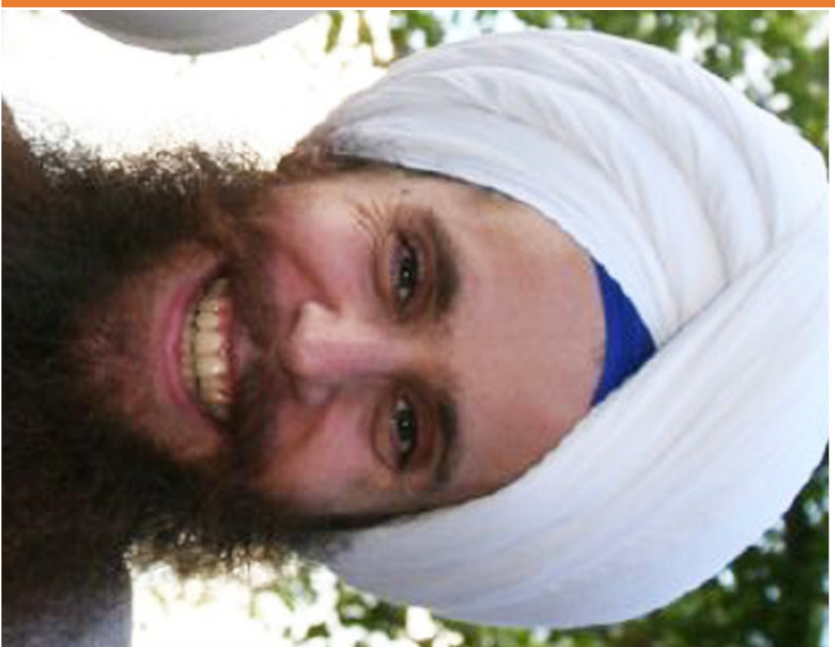
THE SIKH

TURBAN

- **99%** of the people wearing a turban in the U.S. are Sikhs
- Means that Sikhs can always be recognized and are duty bound to offer help
- Mandatory religious obligation for Sikhs
- Under no circumstances can the turban be forcibly removed



DASTAAR: SIKH TURBAN | STYLES



GURDWARA



- Place of prayer, service and learning
- Everyone is welcome
- Services in America typically held on weekends



LANGAR



- Langar is a meal served at every Gurdwara throughout the world.
- Prepared and served by volunteers
- Everyone sits together on the floor to share the food in the spirit of equality.

LANGUAGE: PUNJABI

80+ million people
speak Punjabi
including many
Sikhs living in the
U.S.

ਜੁਲ



CHALLENGES SIKHS FACE IN AMERICA

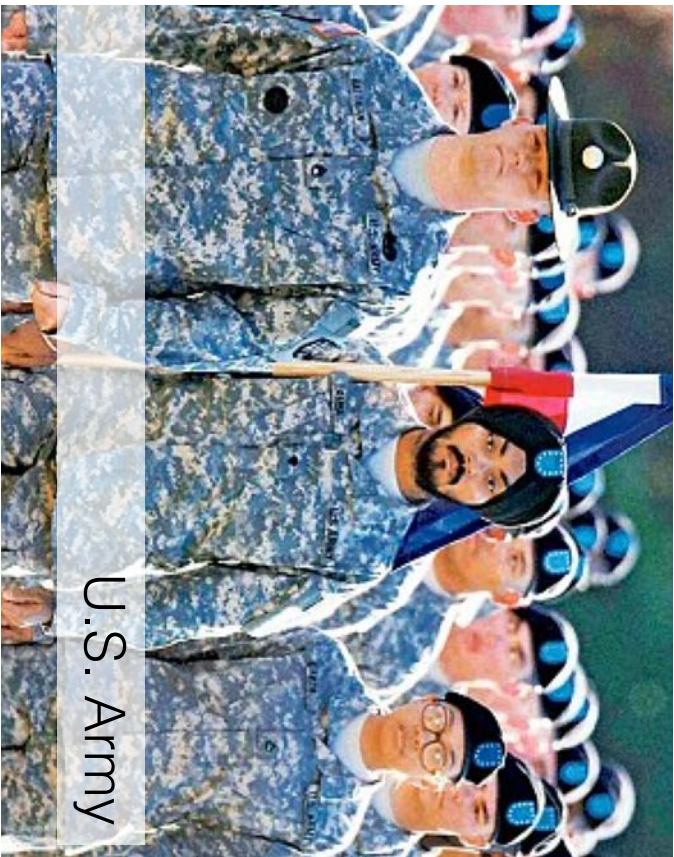
- Hate Crimes
 - Victims of homicide, assaults, vandalism, etc.
- School Harassment
 - Bias-based bullying, name calling, physical attacks, etc.
- Workplace Discrimination
 - Sikhs denied jobs in law enforcement and numerous corporate settings because of turban and beard.



Everyday Sikhs



Artists



U.S. Army



Basketball Player



Actor & Model



Scientist



Police Officer



Everyday Sikhs



Politician
Politician



Lawyer



Farmer



Pilot



Doctor



Filmmaker





THANK YOU!
www.sikhcoalition.org



THE
SIKHCOALITION



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-151

File ID:	AB2019-151	Version:	1	Status:	Agenda Ready
File Created:	02/26/2019	Entered by:	SKorthui@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		

First Assigned to: Council Public Works & Health Committee

Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	
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TITLE FOR AGENDA ITEM:

Quarterly report from Whatcom County Public Works

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works Director Jon Hutchings will present his quarterly report to Council

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:

Final Action:
Enactment Date:
Enactment #:



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-134

File ID:	AB2019-134	Version:	1	Status:	Agenda Ready
File Created:	02/11/2019	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		

First Assigned to: Council Public Works & Health Committee

Agenda Date: 03/12/2019 **Next Mtg. Date:** 03/12/2019 **Hearing Date:**

TITLE FOR AGENDA ITEM:

Discussion regarding an ordinance granting Deer Creek Water Association a franchise and the right, privilege, and authority thereunder to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services (public hearing on related ordinance scheduled for this evening under AB2019-021)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for the use and presence in County Rights-of-Way to allow for the provision of water services.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
02/26/2019	Council Public Works & Health Committee	DISCUSSED	

Attachments: Memo dated 12-27-18-DC, Ordinance-DC, Application for Franchise-DC

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
DIRECTOR



CIVIC CENTER
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6200
FAX: (360) 778-6201

MEMORANDUM

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

THROUGH: Jon Hutchings, Director *JH*

FROM: Andrew Hester, Public Works Real Estate Coordinator *AH*

RE: Franchise for Deer Creek Water Association

DATE: December 27, 2018

▪ **Requested Action**

Adopt an ordinance that grants a franchise to Deer Creek Water Association, allowing it to use and be present in County Rights of Way in order to provide water services per the terms of the franchise agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

▪ **Background and Purpose**

Deer Creek Water Association has an existing franchise for its water lines and facilities within County rights of way. This proposed franchise will terminate and replace that existing agreement.

Please contact Chris Quinn at extension 5729 if you have any questions or concerns regarding the terms of this agreement.

Encl.

SPONSORED BY: _____

PROPOSED BY: Executive

INTRODUCTION DATE: _____

ORDINANCE NO. _____

GRANTING DEER CREEK WATER ASSOCIATION A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF WATER SERVICES.

WHEREAS, Deer Creek Water Association (hereinafter referred to as "Deer Creek Water"), has applied for a twenty-five (25) year franchise; and

WHEREAS, the Home Rule Charter for Whatcom County authorizes the County Council to grant non-exclusive franchises for a fixed term not to exceed 25 years for the use of any street, road, or public place;

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, Deer Creek Water has operated a system of water mains and water distribution lines and other facilities within a portion of Whatcom County under a previous fifty-year franchise ordinance, adopted by the County Council on May 31, 1978 and approved by the County Executive;

WHEREAS, Deer Creek Water seeks a non-exclusive twenty-five (25) year franchise to construct, erect, alter, lay, support, connect, improve, renew, replace, repair, operate and maintain water transmission and distribution facilities upon, under, over, across and along certain roads and other areas in Whatcom County, Washington; and

WHEREAS, the application of Deer Creek Water has come on regularly to be heard by the County Council on the ____ day of _____, 2019, and notice of this hearing having been duly published on the ____ day of _____, 2019, and the ____ day of _____, 2019, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, it appears to the Council that notice of said application and hearing thereon has been given as required by law in RCW 36.55.040; and

WHEREAS, this Council finds, after having considered said application and being otherwise fully advised in the premises, that it is in the public interest for this Council to grant the franchise for a period of twenty-five (25) years; and

WHEREAS, Whatcom County and Deer Creek Water intend that the previous franchises granted to Deer Creek Water that pertain to water lines for the provision of water services shall be terminated and be replaced by this Franchise;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the language set forth below, in Sections 1 through 20, shall constitute the franchise agreement between Whatcom County and Deer Creek Water, which shall be and become effective as set forth in Section 13 thereof:

Section 1. Definitions.

1.1 Where used in this franchise agreement ("Franchise"), the following terms shall mean:

1.1.1 "County" means the County of Whatcom, a political subdivision of the State of Washington, and its successors and assigns.

1.1.2 "Deer Creek Water" means Deer Creek Water Association, and its successors and assigns.

1.1.3 "Franchise Area" means all public county roads, county public ways, and county property now owned or hereafter dedicated to the County within the boundaries of Township 38 North, Range 2 East; Township 38 North, Range 3 East; Township 39 North, Range 2 East; and Township 39 North, Range 3 East in Whatcom County, Washington or as may hereafter be amended and attached hereto.

1.1.4 "Facilities" means, collectively, any and all water transmission and distribution systems, including but not limited to tanks, meters, pipes, mains, services, valves, manholes, pressure reducing valves ("PRVs"), pump stations, meter stations and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.5 "Ordinance" means Ordinance No. _____, which sets forth the terms and conditions of this Franchise.

1.1.6 "Right-of-Way": As used herein shall refer to the surface of and space along, above, and below any public street, road, way, lane, drive, alley or easement within the Franchise Area;

1.1.7 "Relocation": As used herein shall mean to protect, support, temporarily disconnect, relocate and/or remove Deer Creek Water facilities within or from within the County right-of-way.

Section 2. Facilities Within Franchise Area.

2.1 The County does hereby grant to Deer Creek Water a Franchise, and the right, privilege, and authority thereunder, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a public water system, in, under, on, across, over, through, along, or below the public rights-of-way located in the Franchise Area.

2.2 This Franchise is subject to the terms and conditions hereinafter set forth.

Section 3. County Authority.

3.1 The County, in granting this Franchise, does not waive any rights which it now has or may hereafter acquire with respect to the Franchise Area, and this Franchise shall not be construed to deprive the County of any powers, rights, or privileges which it now has, or may hereafter acquire, to regulate the use of and to control the Franchise Area.

Section 4. Noninterference of Facilities.

4.1 As to new Facilities, Deer Creek Water's Facilities shall be placed and maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Prior to the installation of new Facilities within the Franchise Area, Deer Creek Water may request that the County determine whether the proposed placement of the Facilities will unreasonably interfere with the free and safe passage of traffic, and the County shall make such determination in writing within a reasonable period of time. If the proposed location is not approved by the County Engineer, the County Engineer shall advise in writing what reasonable modifications to the proposed location of the Facilities are necessary for the County Engineer to issue a determination that the proposed location of the Facilities will not unreasonably interfere with the free and safe passage of traffic.

If Deer Creek Water proceeds to install new Facilities without first obtaining the County Engineer's determination that the proposed location of the Facilities will then unreasonably interfere with the free and safe passage of traffic then, upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Deer Creek Water which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Deer Creek Water shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Deer Creek Water by such County codes and ordinances.

4.2 Deer Creek Water's existing Facilities shall be maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Deer Creek Water which shall, at its own expense, act promptly to rectify the

problem in consultation with the County. Deer Creek Water shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Deer Creek Water by such County codes and ordinances.

4.3 All construction or installation of such Facilities, service, repair, or relocation of the same, performed over, above, along or under the Franchise Area shall be done in such a manner as not to interfere unreasonably with the construction and maintenance of other existing utilities, lines, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of the Franchise Area. The owners of all utilities, public or private, installed in the Franchise Area prior in time to the Facilities of Deer Creek Water shall have preference as to the positioning and location of such utilities so installed with respect to Deer Creek Water. Such preference shall continue in the event of the necessity of relocating or changing the grade of the Franchise Area. Deer Creek Water shall have such preference as to owners of all utilities, public or private, initially installed in the Franchise Area subsequent in time to Deer Creek Water's Facilities.

4.4 The locating, laying, construction, operation and maintenance of Deer Creek Water's Facilities authorized by this Franchise shall not preclude the County, its agents or its contractors from blasting, grading, excavating, or doing other necessary road work contiguous to Deer Creek Water's Facilities, provided that Deer Creek Water and the County shall first check with the locator service to determine whether or not any of Deer Creek Water's lines are located in the proposed work area. Upon finding from the locator service that Deer Creek Water does have lines located within the proposed work area, the County shall provide Deer Creek Water with seventy-two (72) hours notice of proposed work, except if a lesser time for notice is warranted by emergency, in order that the Deer Creek Water may protect its Facilities. Failure of Deer Creek Water to properly notify the locator service of the location of its lines and Facilities shall relieve County of its duty to provide Deer Creek Water the otherwise-required advance notice of proposed work.

4.5 Deer Creek Water shall maintain all above-ground Facilities that it places in the Franchise Area. In order to avoid interference with the County's ability to maintain the Franchise Area, Deer Creek Water shall provide a clear zone of five (5) feet on all sides of such above-ground Facilities. If Deer Creek Water fails to comply with this provision, and by its failure, property is damaged, then Deer Creek Water shall be deemed responsible for all damages caused thereby and the County shall be released from any responsibility therefore. For these purposes, "clear zone" means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations.

Section 5. Construction Within the Franchise Area.

5.1 All construction and installation work within the Franchise Area shall be subject to the approval and pass the inspection of the County Engineer, and shall conform to all applicable local, state and federal standards, codes or regulations, and the County expressly reserves the right to prescribe standards as to how and where Facilities shall be installed. The standards

shall be consistent with reasonable standards and standard engineering practices in the applicable industries.

5.2 Prior to commencement of construction of any new Facilities, Deer Creek Water shall first file with the County Engineer its application for permits to do such work, together with plans and specifications in duplicate showing the position and location of all such Facilities sought to be constructed, laid, installed or erected at that time showing their position relative to existing County roads, rights-of-way, or other County property within the Franchise Area upon plans drawn to scale. The Facilities shall be laid in conformity with said plans and specifications of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. No such construction shall be commenced without Deer Creek Water first securing a written permit from the County Engineer, including approval endorsed on one set of plans and specifications returned to Deer Creek Water. All such work shall be subject to the approval of and shall pass the inspection of the County Engineer. Deer Creek Water shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

5.3 In any work which requires breaking of soil within the Franchise Area for the purpose of laying, relaying, connecting, disconnecting, constructing, maintaining and repairing Deer Creek Water's Facilities, and making connections between the same to structures and buildings of consumers or making connections to other Facilities now in existence or hereafter constructed, Deer Creek Water shall be governed by and conform to the general rules adopted by the County Engineer; and Deer Creek Water at its own expense and with due diligence shall complete the work for which the soil has been broken and forthwith replace the work and make good the Franchise Area and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the soil within the Franchise Area shall be done prior to the obtaining of a permit issued by the County Engineer. Applications for such a permit shall be accompanied by specifications for the restoration of the Franchise Area to the same condition as it was in prior to such breaking, and such specifications must be approved by the County Engineer before such breaking of the soil is commenced; provided further, that the County Engineer may require a performance bond in a reasonable sum sufficient to guarantee that such Franchise Area shall be restored to the same condition as it was in prior to such breaking of the soil, the amount of said bond to be fixed by the County Engineer. Deer Creek Water shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The County Engineer may at any time do, order, or have done, any and all work that the County Engineer considers necessary to restore to a safe condition any Franchise Area left by Deer Creek Water or its agents in a condition dangerous to life or property, and Deer Creek Water upon demand shall pay to the County all costs of such work, the County having first provided notice of such condition to Deer Creek Water and a reasonable time to cure such unsafe condition, provided however, in the event of damage to the Franchise Area caused by Deer Creek Water that necessitates immediate repair by the County or its agents on an emergency basis where notice to Deer Creek Water or providing an opportunity to cure is not feasible considering nature of the emergency and necessary repair, as determined by the County Engineer using professional engineering standards, no such notice and reasonable time to cure shall be required as a condition of repayment by Deer Creek Water.

5.4 In preparing plans and specifications for the installation of Facilities within the Franchise Area, Deer Creek Water shall reasonably conform to the standards and specifications established by the County Engineer. Deer Creek Water shall consult with the County Engineer in case it plans to deviate from the established standards and specifications in the course of installing Facilities within the Franchise Area and must demonstrate to the satisfaction of the County Engineer that its plans will achieve a legal and functionally equivalent result.

5.5 All work done by and for Deer Creek Water under this Franchise shall be done in a thorough and workmanlike manner. In the construction of Facilities and the opening of trenches within and the tunneling under the Franchise Area, Deer Creek Water shall leave such trenches and tunnels in such a way as to interfere as little as possible with public travel, and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work. Where any of such trenches, ditches, or tunnels are left open at night, Deer Creek Water shall place warning lights and barricades at such a position as to give adequate warning of such work, per the MUTCD (Manual on Uniform Traffic Control Devices). Deer Creek Water shall be liable for any injury to person or persons or damage to property to the extent proximately caused by its carelessness or neglect, or to the extent proximately caused by any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by Deer Creek Water.

5.6 Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, Deer Creek Water shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during Deer Creek Water's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by Deer Creek Water. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer's Office.

Section 6. Relocation of Facilities.

6.1 Deer Creek Water shall, at its sole expense and with due diligence, relocate or adjust the elevation of any of its Facilities upon receipt of written request from the County Engineer when determined reasonably necessary based upon sound engineering principles by the County Engineer for improvement to the County facilities in the Franchise Area, provided that the elevations required by the County are not in violation of local, state or federal law and are reasonable necessary for safety purposes. Deer Creek Water shall coordinate such relocation or adjustment of its Facilities with the County and shall perform the same in a timely fashion so that, absent conditions beyond the control of Deer Creek Water, such relocation or adjustment of Deer Creek Water's Facilities will not impede or delay pending changes to the Franchise Area.

6.2 Deer Creek Water may propose to the County alternatives to reduce or eliminate the need for relocation of its Facilities pursuant to Section 6.1. Upon the County's receipt from Deer Creek Water of such alternatives in writing, the County shall evaluate such alternatives and shall advise Deer Creek Water in writing if one or more of such alternatives are suitable to accommodate the work that would otherwise necessitate relocation of Deer Creek Water's

Facilities. In evaluating such alternatives, the County shall give each alternative proposed by Deer Creek Water full and fair consideration with due regard to all the facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. In the event the County reasonably determines that such alternatives are not appropriate, Deer Creek Water shall relocate its Facilities as otherwise provided in Section 6.1. Any acceptance by the County of such alternatives shall not excuse (nor shall be construed to excuse) Deer Creek Water from future relocation or adjustment of Deer Creek Water's Facilities pursuant to this Section 6.

6.3 As qualified in Sections 6.1 and 6.2 above, and in Section 6.4 below, whenever any person or entity, other than the County, requires the relocation of Deer Creek Water's Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the County requires the relocation of Deer Creek Water's Facilities within the Franchise Area for the benefit of any person or entity other than the County, then Deer Creek Water shall have the right as a condition of such relocation to require such person or entity to:

6.3.1 Make payment to Deer Creek Water, at a time and upon terms acceptable to Deer Creek Water, which acceptance shall not be unreasonably withheld, for any and all costs and expenses incurred by Deer Creek Water in the relocation of Deer Creek Water's Facilities; and

6.3.2 Indemnify and save Deer Creek Water harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Deer Creek Water's Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Deer Creek Water's Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Deer Creek Water's Facilities.

6.4 Any condition or requirement imposed by the County upon any person or entity, other than Deer Creek Water or the County (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Deer Creek Water's Facilities shall be a required relocation for purposes of Section 6.3; provided, however:

6.4.1 If the County notifies Deer Creek Water in writing that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the grading or widening of the Franchise Area on the County's behalf consistent with the County's Six-Year Road Construction Program, then Deer Creek Water shall relocate its Facilities within the Franchise Area in accordance with Section 6.1.

6.4.2 If the County notifies Deer Creek Water in writing that the County will bear a portion of the costs of, or will provide funding towards, a project that includes grading or widening of the Franchise Area resulting from the imposition of such condition or requirement upon such person or entity, then Deer Creek Water agrees to bear a portion of its costs and expenses to relocate its Facilities to accommodate such grading or widening, such portion borne by Deer Creek Water being a percentage equal to that percentage of such project's costs borne or funded by the County (the "County Contribution"); provided, however, in no event shall such portion borne by Deer Creek Water exceed the dollar amount of such County Contribution. "Project" shall mean that work directly bearing on the area that necessitates relocation by Deer Creek Water, and shall not include other off-site improvements that may be performed at the

same time. In all other respects such relocation shall be a required relocation for the purposes of Section 6.3 and without limiting the foregoing, Deer Creek Water shall have the right as a condition of such relocation to require such person or entity to pay to Deer Creek Water all relocation costs and expenses in excess of the portion borne by Deer Creek Water under this Section 6.4.2.

6.4.3 If the Facilities to be relocated pursuant to this subsection 6.4 have been located at or relocated within the preceding five (5) years to a location upon which the County had agreed at the time without reservation, then Deer Creek Water shall be entitled to recovery of all its costs and expenses incurred in the relocation of its Facilities from the party on whom the condition for road improvements was placed. Documentation of any such agreement between the County and Deer Creek Water shall be kept in conjunction with the encroachment permit issued by the County for the work of relocation.

6.5 Nothing in this Section 6 shall require Deer Creek Water to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from or addressed by this Franchise.

Section 7. Indemnification.

7.1 To the extent permitted by law, Deer Creek Water shall defend, indemnify and hold the County harmless from any and all claims, demands, suits, actions, costs and expenses, including but not limited to attorney's fees, made against it on account of injury or damage to the person or property of another, but only to the extent such injury or damage is caused by the actions or failure to act of Deer Creek Water, its agents, servants or employees in exercising the rights granted to Deer Creek Water in this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the County, the County shall promptly notify Deer Creek Water thereof, and Deer Creek Water shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the County based upon any such claim or demand, the County shall likewise promptly notify Deer Creek Water thereof, and Deer Creek Water shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. Notwithstanding the foregoing, if damages to another or others result from concurrent negligence of Deer Creek Water and the County, Deer Creek Water and the County shall each be responsible for, and this indemnification provision shall be operative so that each party bears, the proportionate share attributable to its own negligence. In case judgment which is not appealed shall be rendered against the County in such suit or action, Deer Creek Water shall fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined. Upon Deer Creek Water's failure to satisfy said judgment within ninety (90) days, the County may elect to terminate this Franchise pursuant to the terms of Section 19 herein. The provision for reimbursement of the County shall survive the termination of this Franchise.

7.2 Acceptance by the County of any work performed by Deer Creek Water at the time of completion shall not be grounds for avoidance of the covenant in Section 7.1 above.

Section 8. Acquisition of Right-of-Way.

8.1 In the event that Deer Creek Water proposes to acquire easements for the location or relocation of its Facilities outside of, and adjacent to the Franchise Area, Deer Creek Water shall notify the County of the same and the County shall have the option, with the concurrence of Deer Creek Water, to acquire in place of such Deer Creek Water proposed easements, additional public rights-of-way or equivalent public utility easements for use by Deer Creek Water. Any such public rights-of-way acquired by the County shall become Franchise Area. Any such public utility easements so acquired by the County shall not be Franchise Area (and shall not be subject to the terms and conditions of this Franchise) and Deer Creek Water's use of such public utility easements shall be subject to the terms and conditions of such public utility easements. Provided the above section does not apply to Deer Creek Water's customer service lines and only to easements related to new transmission water pipelines.¹

Section 9. Vacation of the Franchise Area.

9.1 If at any time the County shall seek to vacate any portion of the Franchise Area and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area for the use of the County, in either its proprietary or governmental capacity, and there are no Facilities located in the Franchise Area, then the County Engineer may at his option and by giving thirty (30) days written notice to Deer Creek Water, terminate this franchise with reference to such portion of the Franchise Area so vacated, and the County shall not be liable for any damages or loss to Deer Creek Water allegedly incurred by reason of such termination. Nothing herein shall limit or prevent Deer Creek Water from exercising its powers of eminent domain. Should Deer Creek Water notify the County of its intent to consider exercising its power of eminent domain to obtain an easement for the Facilities located within the area of the Franchise to be terminated, the termination of the Franchise shall be tolled for a period of no less than one hundred and twenty (120) days from the date of notice.

9.2 If at any time the County shall vacate any portion of the Franchise Area in which Facilities are installed at the time of said vacation, and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area by other than the County, then the County shall, in its vacation procedure, unless otherwise waived in writing by Deer Creek Water, reserve an easement to Deer Creek Water for Deer Creek Water's Facilities as reasonably necessary for the continued use, operation, maintenance and repair of the Facilities as located in the portion of the Franchise Area to be vacated.

Section 10. Moving Buildings within the Franchise Area.

10.1 If any person or entity obtains permission from the County to use the Franchise Area for the moving or removal of any building or other object, the County shall, prior to granting such permission, direct such person or entity to arrange with Deer Creek Water for the temporary adjustment of Deer Creek Water's Facilities necessary to accommodate the moving or removal of such building or other object. Such person or entity shall make such

¹ A distinction is drawn here between public rights-of-way which are or shall become Franchise Area and thus governed by the terms of the franchise ordinance, and public utility easements which shall not become Franchise Area, the use of which shall be governed by the terms and conditions of the easements themselves and not by the franchise ordinance.

arrangements, upon terms and conditions acceptable to Deer Creek Water, not less than fourteen (14) days prior to the moving or removal of such building or other object. In such event, Deer Creek Water shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its Facilities which may obstruct the moving or removal of such building or object.

Section 11. Locating Facilities.

11.1 Deer Creek Water and the County acknowledge and commit to fully comply with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities.

Section 12. Nonexclusive Franchise.

12.1 This Franchise is not and shall not be deemed to be an exclusive franchise. It shall not in any manner prohibit the County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over, and upon any part of the Franchise Area, and shall in no way prevent or prohibit the County from constructing, altering, maintaining, using, or vacating any part thereof, or affect its jurisdiction over any part thereof with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the County may deem fit.

Section 13. Franchise Term; Effect on Existing Franchises for Same Purpose.

13.1 This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from and after the effective date of the Ordinance; provided, however, Deer Creek Water shall have no rights under this Franchise nor shall Deer Creek Water be bound by the terms and conditions of this Franchise unless Deer Creek Water shall, within thirty (30) days after the effective date of the Ordinance, file with the County its written acceptance of the franchise agreement contained within the Ordinance.

13.1.1 No franchise hereunder shall become effective for any purpose unless and until written acceptance therefore shall have been filed with the Whatcom County Council and County Director of Public Works and such written acceptance shall be in the form and substance as shall be prescribed and approved by the County Prosecuting Attorney and operate as an acceptance of each and every term and condition and limitation contained in this ordinance, and in such franchise; and

13.1.2 Such written acceptance shall be filed by Deer Creek Water not later than the thirtieth (30th) day following the effective date of the Ordinance granting such franchise; and in default of the filing of such written acceptance as herein required, Deer Creek Water shall be deemed to have rejected the same. In case of Deer Creek Water's tardy acceptance of franchise, the County's recognition thereof shall be strictly at its discretion.

13.2 The existing franchise between the Parties pertaining to the same subject matter, i.e., Deer Creek Water's Facilities, which was granted by the County and accepted by Deer Creek Water on May 31, 1978, shall be superseded and replaced by this franchise upon the effective date of this franchise as provided above.

13.3 This Franchise agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Franchise agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

Section 14. Assignment.

14.1 Neither this Franchise nor any interest herein shall be sold, transferred, or assigned without the prior consent in writing of the County Council, which consent shall not be unreasonably withheld, except that the Deer Creek Water may mortgage this Franchise to the trustee for its bond holders. Any approved assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the County, together with its written acceptance of all terms and conditions of this Franchise.

14.2 All the provisions, conditions, and requirements herein contained shall be binding upon the successors and assigns of Deer Creek Water, and all privileges, as well as all obligations and liabilities of the grantee shall inure to its successors and assigns equally as if they were specifically mentioned wherever Deer Creek Water is mentioned.

Section 15. Amendment.

15.1 Except as addressed in and through Section 15.3 below, this Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 5 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the County in conjunction with the exercise (or failure to exercise) by Deer Creek Water any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

15.1.1 References this Franchise; and

15.1.2 States that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise. In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

15.2 If, during the term of this Franchise, there becomes effective any change in federal or state law (including changes approved by the Washington Utilities and Transportation Commission) which:

15.2.1 Affords either party the opportunity to negotiate in good faith a term or condition of this Franchise which term or condition would not have, prior to such change, been consistent with federal or state law; or

15.2.2 Pre-empts or otherwise renders null and void any term or condition of this Franchise which has there-to-fore been negotiated in good faith; then, in such event, either party may notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall encompass only the specific term or condition affected by such change in federal or state law and neither party shall be obligated to re-open negotiation on any other term or condition of this Franchise. Within thirty (30) days from and after the other party's receipt of such written notice, the parties shall, at a mutually agreeable time and place, commence such negotiations. Pending completion of such negotiations resulting in mutually agreeable amendment of this Franchise, adoption of such amendment by Ordinance by the County and acceptance of such Ordinance by Deer Creek Water, and except as to any portion thereof which has been pre-empted or otherwise rendered null and void by such change in federal or state law, this Franchise shall remain in full force and effect.

15.3 Notwithstanding any language to the contrary contained herein, this Franchise is subject to the provisions of the Whatcom County Charter, Section 9.30, and all rights belonging to the County and its people as set forth therein are hereby reserved thereto.

Section 16. Miscellaneous

16.1 If any term, provision, condition, or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

16.2 This Franchise is subject to the requirements of any and all applicable laws, rules, and regulations, including the Whatcom County Code, as currently enacted or hereafter modified. In the event of any actual conflict between the provisions of this Franchise and the requirements of the Whatcom County Code or County-enacted rules or regulations, the provisions of this Franchise shall control, to the extent authorized by law.

16.3 All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

For County: County Executive
Whatcom County Courthouse.
311 Grand Ave.
Bellingham, WA 98225

For Deer Creek Water: Business Manager
Deer Creek Water Association
PO Box 30230
Bellingham, WA 98228

or to such other address as the foregoing parties hereto may from time-to-time designate in

writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

16.4 No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Franchise or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Franchise, and each and every covenant, agreement, term and condition of this franchise shall continue in full force and effect with respect to other then existing or subsequent breach thereof.

Section 17. Incorporation and Annexation.

17.1 Whenever any part of the Franchise Area, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits, this Franchise shall continue in force and effect as to all of the Franchise Area not so included in city or town limits.

Section 18. Insurance.

18.1 During the term of this Franchise Deer Creek Water shall keep in effect, a liability insurance policy covering all liability of Deer Creek Water to the County, including any assumed by contract between Deer Creek Water and any other party, with limits at least in the amount of \$1,000,000. In lieu of the insurance requirement of this Section, Deer Creek Water may self-insure against such risks. At the time of Deer Creek Water's acceptance of this Franchise and otherwise upon the County's request, Deer Creek Water shall provide the County with certificate(s) of insurance or evidence of self-insurance reflecting the requirements of this section.

Section 19. Forfeiture and Termination of Franchise.

19.1 If Deer Creek Water shall willfully violate or fail, through willful or unreasonable neglect, to comply with any of the provisions of this Franchise for sixty (60) days after receipt of written notice from the County, then the County shall have the right by ordinance to declare Deer Creek Water's forfeiture of all rights hereunder and to declare this Franchise terminated and of no further force or effect thereafter; provided, however, if any failure to comply with this Franchise by Deer Creek Water cannot be corrected with due diligence within said sixty (60) day period (Deer Creek Water's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Deer Creek Water may so comply shall be extended for such time as may be reasonably necessary and so long as Deer Creek Water commences promptly and diligently to effect such compliance.

Section 20. Effective Date.

20.1 This Ordinance shall be effective ten (10) days after being signed by the County Executive, with the Franchise granted hereunder finally effective pursuant to the terms of Sections 13.1, 13.1.1, and 13.1.2, having been: (i) introduced to the County Council not less than thirteen (13) days before its passage; (ii) brought to public notice by such notice having

been posted in three (3) public places in Bellingham at least fifteen (15) days before the day fixed for the public hearing; (iii) published at least twice in the official newspaper for the County and no later than five (5) days prior to the day fixed for the hearing and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the County of Whatcom by a vote of at least _____ members of the County Council on _____, 2019.

ADOPTED this ____ day of _____, 2019.

ATTEST:


WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive

APPLICATION FOR FRANCHISE

TO THE WHATCOM COUNTY COUNCIL:

COMES NOW, Deer Creek Water Association

who respectfully petitions the Whatcom County Council for a twenty-five (25) year franchise to lay, construct, maintain, and repair

water mains

and all necessary appurtenances along, over, and across the following roads situated in Whatcom County, Washington:

all roads and rights-of-way within or adjacent to our DOH and Whatcom Co. approved Service Area, as now or in the future, configured.

The petitioner further requests that the Whatcom County Council fix a time and place for a public hearing on the granting of this continuation of franchise, and that public notice be given, at the expense of the petitioner, as provided by law; and that, at said hearing, petitioner be granted the franchise continuation herein requested.

DATED: 29 Dec 2016

Deer Creek Water Association

Company Name

PO Box 30230

Mailing Address

Bellingham WA 98226

City State Zip

360.820.4314

Phone Number

Douglas Wittinger

Signature of authorized agent/owner

Douglas Wittinger

Print or type name

its Business Manager

81



Deer Creek Water Association - (18-418-E)
Member Parcels and Service Area - February 2012

Legend

- OCA Member Parcels (18-418-E)
- OCA District Service Area (18-418-E)

Map Scale

0 1,150 2,300 4,600 6,900 9,200 Feet

0 410 820 1,640 2,460 3,280 Meters

District Engineer: WAO 1837 Boulder Creek, North Platte, NE 68901
District: North Platte, Nebraska 68901
Phone: 402/466-1837
Fax: 402/466-1837
Email: wao@wao.net
Website: www.wao.net
Created: 2/1/2012 1:47:00 PM
Last Modified: 2/1/2012 1:47:00 PM
User: J. Ford



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-148

File ID:	AB2019-148	Version:	1	Status:	Agenda Ready
File Created:	02/20/2019	Entered by:	MAamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Resolution		

First Assigned to: Council Special Committee of the Whole

Agenda Date: 03/12/2019

Next Mtg. Date:

Hearing Date:

TITLE FOR AGENDA ITEM:

Resolution docketing comprehensive plan and development regulation amendments

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Whatcom County Code indicates that proposed comprehensive plan and development regulation amendments are to be docketed for further review by a majority vote of the County Council. Planning and Development Services is forwarding the proposed docket so that Council can determine which amendments to initiate for further review.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
<hr/>			

Attachments: Staff Memo (Feb 2019), Draft Resolution, Proposed Docket (Exhibit A)

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY

Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax



Mark Personius, AICP
Director

Memorandum

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

FROM: Matt Aamot, Senior Planner *MA*

THROUGH: Mark Personius, Director *MP*

DATE: February 26, 2019

SUBJECT: Docketing Comp Plan & Development Regulation Amendments

Pursuant to state and local law, proposed comprehensive plan and development regulation amendments are docketed for further review by the County Council each year. This year, there are seven new applications and a number of previous applications (initiated in past years) on the proposed docket.

New Applications

Whatcom County has submitted or received new proposals relating to the following topics for consideration in 2019:

- Mineral Resource Lands Expansion – E. Pole Rd.
- Mineral Resource Lands Expansion – Breckenridge Rd.
- Rural Forestry Designation and Text Amendment – Nooksack Falls
- Lummi Island Ferry Amendments
- Density Credit Program – Zoning Code Amendments
- Whatcom County Code Amendments
- Point Roberts Subarea Plan and Point Roberts Special District Amendments

The Council should determine which of the above proposals to docket for further review in 2019. Docketed amendments will be submitted for SEPA review, evaluated by the Planning Department, and go to a public hearing before the Planning Commission prior to returning to the County Council for a final decision. If an amendment is not docketed by Council, it will not go forward.

A fee waiver was requested for the Rural Forestry Designation and Text Amendment – Nooksack Falls application. WCC 22.10.020(3)(b) states: “. . . When docketing an application, the county council may waive the application fees if it finds the proposed amendment would clearly benefit the community as a whole.”

The Council may docket this amendment without waiving the approximately \$9,600 in fees, docket this amendment and waive the fees, or choose not to docket the application.

Previous Applications

In addition to the new applications, the following projects were docketed for review in previous years. They are included in the proposed resolution, as review has not been completed:

- Density Credit Program – Comprehensive Plan Amendments
- Repeal Cherry Point-Ferndale Subarea Plan
- Critical Areas Ordinance - On-Going Agriculture
- Wind Energy System Amendments
- Cherry Point Amendments
- Sustainable Salmon Harvest Goal
- Mineral Resource Lands – County-wide Designation Process;
- Wireless Communication Facilities;
- Sign Regulations Update;
- Vacation Rental Regulations;
- Code Enforcement Amendments;
- Boundary Line Adjustments;
- Weddings and Special Events;
- Bellingham Development Standards;
- Agricultural Strategic Plan Implementation; and
- Mineral Resource Lands Expansion – North Star Rd.

Finally, it should be noted that the Whatcom Coalition for Responsible Motorized Recreation code amendment application (PLN2018-00012) was withdrawn on February 25, 2019. Therefore, it is not included on the docket.

Thank you for your consideration of the proposed resolution. We look forward to discussing it with you.

Proposed by: Planning & Development Services

Introduction date: _____

RESOLUTION NO. _____

DOCKETING COMPREHENSIVE PLAN
AND DEVELOPMENT REGULATION AMENDMENTS

WHEREAS, the Growth Management Act (RCW 36.70A.470) requires the County to consider the proposed docket of comprehensive plan and development regulation amendments on at least an annual basis; and

WHEREAS, the provisions of WCC 22.10.020 indicate that Comprehensive Plan and development regulation amendments are to be docketed for review by approval of a resolution by the County Council; and

WHEREAS, the Whatcom County Planning and Development Services Department has forwarded a docket of proposed Comprehensive Plan and development regulation amendments to the County Council for consideration.

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council hereby docket for formal review the amendments shown on attached Exhibit A.

APPROVED this _____ day of _____ 2019.

ATTEST

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

EXHIBIT A – Docket

File #	File Name	Applicant	Description	Location	Fee Waiver Requested?
<u>PLN2019-00001</u>	<u>MRL Expansion – E. Pole Rd.</u>	<u>Granite Construction Company</u>	<u>Amend the comprehensive plan designation from Rural to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 21 acres on the north side of E. Pole Rd., south of Everson. The underlying zoning is Rural one dwelling/five acres (R5A).</u>	<u>Portion of Parcel # 390301 346069; Within the SE ¼ of section 1, T39N, R3E, W.M.</u>	<u>No</u>
<u>PLN2019-00002</u>	<u>MRL Expansion – Breckenridge Rd.</u>	<u>Concrete NorWest</u>	<u>Amend the comprehensive plan designation from Rural to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 22.8 acres off Breckenridge Rd., east of Nooksack. The underlying zoning is Rural one dwelling/five acres (R5A).</u>	<u>Parcel # 400428 165430 and a portion of parcel # 400428 254460; Within the NW ¼ and NE ¼ of section 28, T40N, R4E, W.M.</u>	<u>No</u>
<u>PLN2019-00003</u>	<u>Rural Forestry Designation and Text Amendment – Nooksack Falls</u>	<u>Ali Taysi / AVT Consulting LLC</u>	<u>Amend the comprehensive plan designation from Mineral Resource Lands (MRL) to Rural Forestry on approximately 66 acres in the Nooksack Falls exclave (off Mt. Baker Hwy). Amend WCC 20.42.155 to allow certain conditional uses in the Nooksack Falls exclave within the Rural Forestry zone.</u>	<u>Parcel #'s 400831 580150, 400831 450200, and 390806 550550; Within section 31, T40N, R8E, and section 6, T39N, R8E W.M.</u>	<u>Yes</u>

File #	File Name	Applicant	Description	Location	Fee Waiver Requested?
<u>PLN2019-00004</u>	<u>Lummi Island Ferry Amendments</u>	<u>Whatcom County</u>	<u>Amend Whatcom County Comprehensive Plan provisions relating to the Lummi Island Ferry. Modify Policy 6A-1 relating to ferry level of service and delete Policy 6C-9 relating to a ferry feasibility study as shown in Resolution 2018-026.</u>	<u>N/A</u>	<u>N/A</u>
<u>PLN2019-00005</u>	<u>Density Credit Program - Zoning Code Amendments</u>	<u>Whatcom County</u>	<u>Amend the Whatcom County Zoning Code to implement the following recommendations contained in the TDR/PDR Multi-Stakeholder Work Group Final Report dated October 3, 2018: (1) modify the UR4 zone in the Birch Bay Urban Growth Area to allow increased density if density credits are purchased and (2) modify the code to allow larger accessory dwelling unit size if density credits are purchased.</u>	<u>Birch Bay and other areas of the county</u>	<u>N/A</u>
<u>PLN2019-00006</u>	<u>Whatcom County Code Amendments</u>	<u>Whatcom County</u>	<u>Review and, if needed, revise the Whatcom County Zoning Code and other sections of the Whatcom County Code to implement Comprehensive Plan policies and/or address issues identified in the administration of the codes. Additionally, any revisions needed to achieve consistency with the Growth Management Act may also be considered.</u>	<u>N/A</u>	<u>N/A</u>
<u>PLN2019-00007</u>	<u>Point Roberts Subarea Plan and Point Roberts Special District</u>	<u>Whatcom County</u>	<u>Review and, if needed, revise the Point Roberts Subarea Plan and the Point Roberts Special District (WCC 20.72).</u>	<u>Point Roberts</u>	<u>N/A</u>
<u>PLN2019-00001</u>	<u>Capital Facilities Planning</u>	<u>Whatcom County</u>	<u>Amend the capital facilities element of the Whatcom County Comprehensive Plan, including the Six Year Capital Improvement Program (Appendix F) and the Whatcom County 20 Year Capital Facilities Plan</u>	<u>County-wide</u>	<u>N/A</u>

File #	File Name	Applicant	Description	Location	Fee Waiver Requested?
PLN2018-00002	Density Credit Program – Comprehensive Plan Amendments	Whatcom County	(Appendix E): Amend the Whatcom County Comprehensive Plan to reflect a shift in emphasis from a traditional transfer of development rights program to a density credit program. Density credits allow development incentives, such as increased density, in exchange for a voluntary contribution towards preserving agricultural lands and open space.	N/A	N/A
PLN2018-00003	Repeal Cherry Point-Ferndale Subarea Plan	Whatcom County	Repeal the Cherry Point-Ferndale Subarea Plan, which was adopted in 1981. The proposal would also amend related provisions in the Whatcom County Comprehensive Plan and Zoning Code.	Cherry Point-Ferndale Subarea	N/A
PLN2018-00005	CAO On-Going Agriculture	Whatcom County	The Critical Areas Ordinance (CAO) was adopted by the County Council in December 2017 (Ordinance 2017-077). Section 4(a) of this Ordinance states “Planning and Development Services staff shall work with the farming community to develop creative solutions that would allow farmers to maintain or attain ‘ongoing agriculture’ status pursuant to applicable laws. Proposed code amendments to the Critical Areas Ordinance related to ongoing agriculture shall be processed with all due haste, but the first proposal shall be brought to Council for consideration no later than July 1, 2018.”	N/A	N/A
PLN2018-00006	CAO Critical Areas Monitoring	Whatcom County	The Critical Areas Ordinance (CAO) was adopted by the County Council in December 2017 (Ordinance 2017-077). Section 4(b) of this Ordinance states “Planning and Development Services will continue to implement Whatcom County Comprehensive Plan policies 10K-15,	N/A	N/A

File #	File Name	Applicant	Description	Location	Fee Waiver Requested?
			10K-16, 10L-17 and 10L-18, and goal 10G, as well as bring forward a plan to enhance groundwater quality sampling as called for in best available science, in order to monitor the functions and values of critical areas and to develop baseline data to use for such monitoring. An update of the implementation of these policies will be presented to Council no later than January 2019."		
PLN2018-000617	WCC/Title 20 Amendments	Whatcom County	Review and, if needed, revise the Whatcom County Zoning Code and other sections of the Whatcom County Code to implement Comprehensive Plan policies and/or address issues identified in the administration of the codes. Additionally, any revisions needed to achieve consistency with the Growth Management Act may also be considered.	N/A	N/A
PLN2018-00008	Wind Energy System Amendments	Whatcom County Planning Commission	Review and, if needed, revise WCC 20.14 Wind Energy Systems.	N/A	N/A
PLN2018-00009	Cherry Point Amendments	Whatcom County Council	Amend the Whatcom County Comprehensive Plan and Whatcom County Code to address ways the County may limit the negative impacts on public safety, transportation, the economy, and the environment from crude oil, coal, liquefied petroleum gases, and natural gas exports from the Cherry Point Urban Growth Area, in accordance with Whatcom County Comprehensive Plan Policy 2CC-16.	Cherry Point UGA	N/A

File #	File Name	Applicant	Description	Location	Fee Waiver Requested?
PLN2018-00010	Sustainable Salmon Harvest Goal	Whatcom County Council	Amend the Comprehensive Plan to create a new policy to work with Lummi and Nooksack Nations, the State Department of Fish and Wildlife (WDFW) and other stakeholders to establish a sustainable salmon harvest goal for the county.	N/A	N/A
PLN2018-000015	Drinking Water Amendments	Whatcom County	Amend Whatcom County Comprehensive Plan Policy 2BD-2 and Whatcom County Code 24.11 (Drinking Water). The amendments would define "water association" and would allow an applicant that has an adequate and legal water supply to choose not to connect to a water association if certain criteria are met.	N/A	N/A
PLN2017-00004	MRL County-wide Designation Process	Whatcom County	Through a county-led countywide assessment, seek to identify and designate potential commercially significant mineral resource lands, to meet future demand, compatible with water resources, agricultural lands, forest lands and other GMA goals pursuant to Comprehensive Plan Policy 8R-1.	County-wide	N/A
PLN2017-00005	New Marine Resource Lands Section	Whatcom County	Create a new Marine Resource Lands section in the Comprehensive Plan (Chapter 8) pursuant to Comprehensive Plan Policy 8T-1.	Marine Areas	N/A
PLN2017-00006	Water Resources—GMA Compliance	Whatcom County	Amend the Whatcom County Comprehensive Plan and development regulations to address exempt wells in closed basins, in accordance with the Washington Supreme Court's decision in <i>First v. Whatcom County</i> (Oct. 2016) and Senate Bill 6091 (Jan. 2018).	County-wide	N/A

File #	File Name	Applicant	Description	Location	Fee Waiver Requested?
PLN2016-00006	Wireless Communication Facilities	Whatcom County	Review and update provisions in Chapter WCC 20.13 (Wireless Communication Facilities) to ensure consistency with: (1) New 2015 FCC rules (80 FR 1238) which are designed to implement and enforce Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 and (2) New 2018 FCC rules entitled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment." The sections to be reviewed and updated will include WCC 20.13.010 Purpose; WCC 20.13.020 Definitions; WCC 20.13.040 Permitted Uses; and WCC 20.13.120 Application requirements and conditions of issuance.	N/A	N/A
PLN2016-00008	Permit Review Procedures	Whatcom County	Review and revise Whatcom County Code (Permit Review Procedures and other procedures), including updating the code for consistency with state law.	N/A	N/A
PLN2016-00009	Sign Regulations Update	Whatcom County	Review and revise Whatcom County Code 20.80.400 (Sign Regulations), including updating the code for consistency with the U.S. Supreme Court's decision in <i>Reed v. Town of Gilbert</i> (2015).	N/A	N/A
PLN2014-00020 PLN2016-00011	Vacation Rental Regulations	Whatcom County	Amend Whatcom County Code Title 20 (Zoning) & Title 23 (Shoreline Management Program) to allow vacation rentals under certain conditions as a use within certain zones and shoreline designations.	N/A	N/A

File #	File Name	Applicant	Description	Location	Fee Waiver Requested?
PLN2015-00003	Code Enforcement Amendments	Whatcom County	Create a new Whatcom County Code (WCC) <u>Chapter 22.15</u> Chapter 19 , called "Code <u>Compliance</u> Enforcement ", to establish an efficient system to address enforcement of building, critical areas and zoning codes. The proposal would consolidate the existing code enforcement provisions from WCC 15, 16.16, and 20 into a new WCC <u>22.15</u> Chapter 19 . The proposed amendments include provisions that would allow the County to record a document at the Whatcom Auditor's office indicating that there is a code violation on a property.	N/A	N/A
PLN2014-00001	Boundary Line Adjustments	Jay Irwin	Amend Section 20.83.110 of the Whatcom County Zoning Ordinance relating to boundary line adjustments. The amendment would allow boundary line adjustments to nonconforming parcels to resolve encroachments such as fences, trees and other occupational indicators. The amendment would also allow boundary line adjustments that modify the boundaries between two nonconforming parcels based upon land owner preferences, as long as the smallest parcel is not decreased in size.	N/A	N/A
PLN2014-00016	Weddings and Special Events	Whatcom County	Amend the Whatcom County Zoning Ordinance to allow "Weddings and Special Events" in specific zone districts through a conditional use permit. Amend WCC 20.97 to define "Special Events" and amend the parking space requirements in WCC 20.80.580.	N/A	N/A
PLN2013-00003	Bellingham Development Standards	Whatcom County	Review and potentially revise the Whatcom County Code to adopt City of Bellingham Development Standards for the Bellingham Urban Growth Area (UGA).	These amendments relate to the Bellingham UGA	N/A

File #	File Name	Applicant	Description	Location	Fee Waiver Requested?
PLN2012-00007	Agricultural Strategic Plan Implementation	Whatcom County	Resolution 2018-027 2011-023 was approved by the County Council on 8/8/2018 7/26/2011 declaring support for the <u>updated</u> Whatcom County Agricultural Strategic Plan. An immediate priority in this plan includes to reviewing designation of Agricultural Lands of Long-term Commercial Significance and the agricultural zoning code. <u>Reviewing</u> the Rural Study Areas as listed in the 2007 Rural Land Study and <u>making</u> recommendations for possible changes in accordance with Resolution 2009-040 (100,000 acre target), Resolution 2011-023 (the Agricultural Strategic Plan) , <u>Resolution 2018-027 (Updated Agricultural Strategic Plan)</u> and RCW 36.70A.170 and .177 <u>will be included</u> . Other immediate and short-term and medium-term priorities in this plan include <u>development of policies and regulations that provide for protection of the best agricultural areas while supporting development at zoned densities and continued work on development of the Natural Resource Marketplace tools that can be incentives for agricultural operators within the priority agricultural areas</u> . These activities may lead to proposed changes to the agricultural portions of the Comprehensive Plan and zoning regulations.	Proposal relates to Agricultural and Rural lands	N/A
PLN2012-00009	MRL Expansion – North Star Rd.	Ferndale Ready Mix & Gravel	Amend the comprehensive plan designation from Rural to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 19.7 acres on the west side of North Star Rd., south of Brown Rd. The underlying zoning is Rural one dwelling/five acres (R5A).	Parcel # 390110 212100; Within the SW ¼ of section 10, T39N, R1E, W.M.	N/A



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2019-020

File ID:	MIN2019-020	Version:	1	Status:	Agenda Ready
File Created:	02/21/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	

TITLE FOR AGENDA ITEM:

Special County Council for February 20, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Special County Council for February 20 2019.pdf

Final Action:
Enactment Date:
Enactment #:

1 WHATCOM COUNTY COUNCIL
2 **Special County Council Meeting**
3

4 February 20, 2019
5

6 **CALL TO ORDER**
7

8 Council Vice-Chair Todd Donovan called the meeting to order at 1:30 p.m. in the
9 Council Chambers, 311 Grand Avenue, Bellingham, Washington.
10

11
12 **ROLL CALL**
13

14 **Present:** Barbara Brenner, Barry Buchanan, Todd Donovan, Carol Frazey, and
15 Satpal Sidhu.

16 **Absent:** Tyler Byrd and Rud Browne.
17

18
19 **DISCUSSION AND POSSIBLE ACTION**
20

21 **1. DISCUSSION REGARDING OPERATION OF THE EMERGENCY SHELTER IN**
22 **THE GARDEN LEVEL CONFERENCE ROOM (AB2019-142)**
23

24 The following staff answered questions:

- 25 • Jack Louws, County Executive
- 26 • Bill Elfo, County Sheriff
27

28 Louws reported on the City's authorization to open the warming shelter at the
29 Civic Center Garden Room, operations of the warming center since it opened, capacity
30 and attendance, current weather outlook, the status of local and state emergency
31 declarations, interlocal agreements for emergency operations, and cost and staffing
32 impacts so far.
33

34 Councilmembers and staff discussed the opportunity to hire a staff to continue
35 operations, security at the facility, working with the City of Bellingham and with the City
36 and County departments of emergency management, the possibility of allowing non-
37 County staff to take possession of the building during off-hours to run a shelter, and
38 how long they can operate under the current emergency model.
39

40 Mike Parker, Opportunity Council Homeless Service Center Director, spoke about
41 his role, strengths and challenges, the services provided by the Homeless Service
42 Center, following best practices, and operations procedures.
43

44 Jim Peterson, HomesNOW, spoke about the continued need for the shelter
45 service and answered questions.
46

47 Councilmembers discussed making sure they announce the closing date at least
48 a few days before closure and systemic problems in the country that cause
49 homelessness.
50

1 Kelli Linville, Bellingham Mayor, answered questions and spoke about whether
2 the City can reopen its shelter at Maritime Heritage Center; the City's current efforts to
3 house the homeless; the City Council's upcoming meeting on Monday to reconsider the
4 emergency provisions that allow the County's shelter; developing viable alternatives on
5 a non-emergency basis; the upcoming closure of the women's shelter at Fountain
6 Church; defining clear reasons for opening and closing the shelter; and the City's
7 support of the County shelter.

8
9 ***Buchanan moved*** to keep the warming center open until the morning of March
10 1 at 7:30 a.m.

11
12 The motion was seconded.

13
14 Councilmembers and Mayor Linville discussed City and County collaboration on
15 developing a plan for future cold weather events.

16
17 The motion carried by the following vote:

18 **Ayes:** Brenner, Buchanan, Donovan, Frazey, and Sidhu (5)

19 **Nays:** None (0)

20 **Absent:** Byrd and Browne (2)

21
22 The following people spoke:

- 23 • Amy Glasser
- 24 • *(inaudible)* Woods, submitted handouts
- 25 • *(No name given)*
- 26 • *(inaudible)* Mansfield
- 27 • Carl Cummings
- 28 • Autumn *(No last name given)*

29
30
31 **OTHER BUSINESS**

32
33 There was no other business.

34
35
36 **ADJOURN**

37
38 The meeting adjourned at 3:15 p.m.

39
40 The County Council approved these minutes on _____, 2019.

41
42
43 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

44
45
46
47
48
49 _____
Dana Brown-Davis, Council Clerk

Todd Donovan, Council Vice-Chair

1
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3
4

Jill Nixon, Minutes Transcription



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2019-021

File ID:	MIN2019-021	Version:	1	Status:	Agenda Ready
File Created:	02/25/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	

TITLE FOR AGENDA ITEM:

Surface Water Work Session for February 19, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Surface Water Work Session for February 19 2019.pdf

Final Action:
Enactment Date:
Enactment #:

Whatcom County Council
Surface Water Work Session

February 19, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 10:30 a.m. in the Civic Center Garden Level Conference Room, 322 Commercial Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Rud Browne, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.

Absent: Barry Buchanan

SURFACE WATER WORK SESSION

1. WATERSHED PLANNING UPDATE

Gary Stoyka, Public Works Department, reported and answered questions on the status of developing a stormwater utility and on watershed planning, including: the stormwater utility advisory committee meeting schedule; the schedule for developing and adopting the utility; presenting the proposed stormwater utility to Council in May; the Watershed Management Board meeting schedule; the interlocal agreement for the Watershed Management Board structure; the roles of the County Council and the Planning Unit on water issues; proposed changes to the 2018-2023 work plan; and the proposed 2019 work plan items.

Steve Jilk, Public Utility District (PUD) General Manager, answered questions on watershed improvement districts (WIDs) and their funding.

2. MARINE RESOURCES COMMITTEE OLYMPIA OYSTER PROJECT

Austen Rose, Public Works Department, submitted and read from a presentation and answered questions. On compatible oyster species, a potential commercial operation at Chuckanut Bay, and creating a reef.

3. OVERVIEW OF RECENT FLOOD DAMAGES

Paula Harris, Public Works Department, submitted and read from a presentation and answered questions on flood planning projects and flood hazard reduction projects;

1 adjustments to stream flow gauges and rating curves; sediment fill at Everson and more
2 frequent flooding; whether dredging could be permitted; and the status of and need for
3 upcoming levee repairs.
4

5
6 **OTHER BUSINESS**
7

8 Councilmembers discussed having a special meeting the next day to address staffing
9 for the drop-in warming shelter.
10

11 Tyler Schroeder, Executive's Office, answered questions on the administration's
12 efforts to track shelter use in the community during the recent weather event and the need
13 for an emergency declaration.
14

15
16 **ADJOURN**
17

18 The meeting adjourned at 12:20 p.m.
19

20 The Council approved these minutes on _____, 2019.
21

22 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

23
24
25
26
27 _____
28 Dana Brown-Davis, Council Clerk
29

Rud Browne, Council Chair

30
31
32 _____
33 Jill Nixon, Minutes Transcription



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2019-022

File ID:	MIN2019-022	Version:	1	Status:	Agenda Ready
File Created:	02/28/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	

TITLE FOR AGENDA ITEM:

Special County Council for February 26, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Special County Council February 26 2019.pdf

Final Action:
Enactment Date:
Enactment #:

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WHATCOM COUNTY COUNCIL
Special County Council Meeting

February 26, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 10:50 a.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.

Absent: None.

1. AB2019-142 DISCUSSION REGARDING OPERATION OF THE WARMING SHELTER

The following staff answered questions:

- Jack Louws, County Executive
- Bill Elfo, County Sheriff
- Tyler Schroeder, County Executive's Office
- Dana Brown-Davis, Clerk of the Council

Staff and councilmembers discussed managing volunteers, the City of Bellingham and County's declarations of emergency through March 1 or beyond, staffing the warming shelter, creating a policy to handle future cold weather events, whether they can allow staffing from the small cities' emergency management divisions, whether it's feasible to hire a professional shelter manager or contract for the service, dividing the shelter population among different churches and other nonprofit organizations, an appropriate facility for a warming shelter, identifying where processes create problems and barriers to solutions, point of entry to all shelter services, an appropriate threshold at which a warming shelter should reopen, providing shelter to individuals without the developmental or mental capacity to follow shelter rules, volunteer safety, and options for providing law enforcement staff for safety during shifts.

The following people spoke:

- Dana Briggs spoke about the diversity of the homeless population and providing shelter for all populations
- Heather Woods spoke about creating a long-term organizational plan for future events
- Lynnette Allen spoke about the comfort of the warming center and planning for the different populations

Councilmembers and staff continued to discuss whether to continue keeping the warming center open beyond March 1 and providing law enforcement for safety.

1 **Byrd moved** to formally request via a letter that Bellingham staff any remaining
2 available shifts through March 1 with Bellingham police officers at Bellingham's cost.

3
4 The motion was seconded.

5
6 The motion carried by the following vote:

7 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

8 **Nays:** None (0)

9
10
11 **ADJOURN**

12
13 The meeting adjourned at 11:55 a.m.

14
15 The County Council approved these minutes on _____, 2019.

16
17
18 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

19
20
21
22
23 _____
24 Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

25
26
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28 _____
29 Jill Nixon, Minutes Transcription



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2019-023

File ID:	MIN2019-023	Version:	1	Status:	Agenda Ready
File Created:	02/28/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		

First Assigned to: Council

Agenda Date:	03/12/2019	Next Mtg. Date:	Hearing Date:
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TITLE FOR AGENDA ITEM:

Regular County Council for February 26, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Draft County Council February 26 2019.pdf

Final Action:
Enactment Date:
Enactment #:

1 WHATCOM COUNTY COUNCIL
2 **Regular County Council Meeting**
3

4 February 26, 2019
5

6 **CALL TO ORDER**
7

8 Council Chair Rud Browne called the meeting to order at 7:00 p.m. in the Council
9 Chambers, 311 Grand Avenue, Bellingham, Washington.
10

11
12 **ROLL CALL**
13

14 **Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd
15 Donovan, Carol Frazey, and Satpal Sidhu.

16 **Absent:** None.
17

18
19 **FLAG SALUTE**
20

21
22 **ANNOUNCEMENTS**
23

24
25 **MINUTES CONSENT**
26

27 ***Brenner moved*** to approve the Minutes Consent items.
28

29 The motion was seconded.
30

31 The motion carried by the following vote:

32 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

33 **Nays:** None (0)
34

35 **1. MIN2019-017 COMMITTEE OF THE WHOLE FOR FEBRUARY 12, 2019**
36

37 **2. MIN2019-018 REGULAR COUNTY COUNCIL FOR FEBRUARY 12, 2019**
38

39 **3. MIN2019-019 SPECIAL COUNTY COUNCIL FOR FEBRUARY 15, 2019**
40
41

42 **PUBLIC HEARINGS**
43

44 **1. AB2019-027 ORDINANCE AMENDING WHATCOM COUNTY CODE 6.04**
45 **ANIMAL CONTROL, CHAPTER 6.04.020 DEFINITIONS AND 6.04.031**
46 **ADMINISTRATION AND ENFORCEMENT**
47

48 Browne opened the public hearing, and hearing no one, closed the public hearing.
49

50 ***Brenner moved*** to adopt the ordinance.

1
2 The motion was seconded.
3

4 Tyler Schroeder, Executive's Office, gave a staff report on animal control contracts.
5

6 The motion carried by the following vote:

7 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

8 **Nays:** None (0)
9

10 **2. AB2019-103 ORDINANCE PROPOSING MODIFICATIONS TO WHATCOM**
11 **COUNTY CODE 2.27A, AQUATIC INVASIVE SPECIES (AIS)**
12

13 Browne opened the public hearing, and hearing no one, closed the public hearing.
14

15 **Donovan moved** to adopt the ordinance.
16

17 The motion was seconded.
18

19 The motion carried by the following vote:

20 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

21 **Nays:** None (0)
22

23 **3. AB2019-106 ORDINANCE AMENDING THE UNIFIED FEE SCHEDULE TO**
24 **ACCOMMODATE CHANGES TO WHATCOM COUNTY CODE 2.27A, AQUATIC**
25 **INVASIVE SPECIES**
26

27 Browne opened the public hearing, and hearing no one, closed the public hearing.
28

29 **Donovan moved** to adopt the ordinance.
30

31 The motion was seconded.
32

33 The motion carried by the following vote:

34 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

35 **Nays:** None (0)
36

37 **4. AB2019-121 ORDINANCE AMENDING WHATCOM COUNTY CODE SECTION**
38 **1.14 CORRECTING CERTAIN PRECINCT BOUNDARY LINES AND PRECINCT**
39 **MAPS**
40

41 Debbie Adelstein, County Auditor, gave a staff report and answered questions about
42 precinct population sizes, the impact of changing precincts on council districts, and when
43 the changes go into effect.
44

45 Browne opened the public hearing, and hearing no one, closed the public hearing.
46

47 **Brenner moved** to adopt the ordinance.
48

49 The motion was seconded.
50

1 The motion carried by the following vote:

2 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

3 **Nays:** None (0)

4
5
6 **OPEN SESSION**

7
8 The following people spoke:

- 9
- 10 • Bob Gay spoke about the open seat for the Planning Commission.
 - 11 • Laura Anthony spoke about the resolution supporting the local resident orca
 - 12 population.
 - 13 • Hanna (*no last name given*) spoke about apprenticeship in the construction
 - 14 trades.
 - 15 • Trevor Smith, Labor's Local 292, spoke about the State apprenticeship
 - 16 program and the open seat for the Planning Commission.
 - 17 • Wendy Harris spoke about enforcement of clean air regulations at her house
 - 18 and the impacts to her health.
 - 19 • Heather (*inaudible*) spoke about shelter services in inclement weather.
 - 20 • Bob Burr spoke about declaring a climate emergency.
 - 21 • Patrick Alesse spoke about the County's warming shelter for homeless
 - 22 individuals during inclement weather, supporting the local resident orca
 - 23 population, and the open seat for the Planning Commission.
 - 24 • Joy Gilfilen spoke about the warming shelter and the ordinance regarding the
 - 25 repeal of jail standards from the County Code.
 - 26 • Eddy Ury spoke about the warming shelter for the homeless during inclement
 - 27 weather.
 - 28 • Catherine Grain spoke about the ordinance regarding the repeal of jail
 - 29 standards from the County Code.
 - 30 • Irene Morgan spoke about the warming shelter for the homeless during
 - 31 inclement weather, the comments made earlier by Wendy Harris, and the
 - 32 ordinance regarding the repeal of jail standards from the County Code.

33 Councilmembers discussed the apprenticeship programs in the community.

34
35
36 **OTHER ITEMS**

37
38 **1. AB2019-133 RESOLUTION REQUESTING SUPPORT FOR WASHINGTON**
39 **STATE HOUSE AND SENATE BILLS RELATED TO: POLLUTION PREVENTION;**
40 **INCREASING HABITAT AND FISH ABUNDANCE; PROTECTION OF SOUTHERN**
41 **RESIDENT ORCA WHALES FROM VESSELS; AND IMPROVING THE SAFETY OF**
42 **OIL TRANSPORTATION**

43
44 **Donovan** reported for the Natural Resources Committee and **moved** to approve the
45 resolution.

46
47 Councilmembers discussed regulations that will add more vessels to the water,
48 allowing the State task force to complete its work on its original schedule, impacts from
49 legislation that would restrict commercial fishing vessels, and impacts of noise from vessels
50 on the orca population.

1
2 **Brenner moved** to amend to remove references to House Bill (HB) 1578 and Senate
3 Bill (SB) 5578 on page three of the resolution.

4
5 The motion to amend was seconded.

6
7 The motion to amend failed by the following vote:

8 **Ayes:** Brenner and Byrd (2)

9 **Nays:** Browne, Buchanan, Frazey, and Sidhu (4)

10 **Abstains:** Donovan (1)

11
12 The motion to approve carried by the following vote:

13 **Ayes:** Browne, Buchanan, Frazey, and Sidhu (4)

14 **Nays:** Brenner (1)

15 **Abstains:** Donovan and Byrd (2)

- 16
17 2. **AB2019-135 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**
18 **ENTER INTO A GRANT AGREEMENT BETWEEN WHATCOM COUNTY AND THE**
19 **DEPARTMENT OF ECOLOGY (DOE) FOR WATER QUALITY COMBINED**
20 **FINANCIAL ASSISTANCE GRANT AGREEMENT WQC-2017-WHCOPW-00030**
21 **FOR THE AGATE BAY STORMWATER IMPROVEMENTS PROJECT IN THE**
22 **AMOUNT OF \$552,548.62**

23
24 **Sidhu** reported for the Finance and Administrative Services Committee and **moved**
25 to approve the request.

26
27 The motion carried by the following vote:

28 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

29 **Nays:** None (0)

- 30
31 3. **AB2019-124 ORDINANCE AMENDING THE 2019 WHATCOM COUNTY**
32 **BUDGET, REQUEST NO. 2, IN THE AMOUNT OF \$4,901,742**

33
34 **Sidhu** reported for the Finance and Administrative Services Committee and **moved**
35 to adopt the ordinance.

36
37 Councilmembers discussed whether this amount of money is the correct amount to
38 fix the problems with the courthouse building envelope.

39
40 The motion carried by the following vote:

41 **Ayes:** Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (6)

42 **Nays:** None (0)

43 **Abstains:** Brenner (1)

- 44
45 4. **AB2019-128 ORDINANCE AMENDING COURTHOUSE BUILDING ENVELOPE**
46 **PROJECT BUDGET (AS ESTABLISHED THROUGH ORDINANCE 2014-085)**
47 **THIRD REQUEST, IN THE AMOUNT OF \$4,700,000 FOR A TOTAL PROJECT**
48 **BUDGET OF \$7,377,809**

1 **Sidhu** reported for the Finance and Administrative Services Committee and ***moved***
2 to adopt the ordinance.

3
4 Councilmembers discussed funding from the Economic Development Initiative (EDI)
5 fund.

6
7 The motion carried by the following vote:

8 **Ayes:** Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (6)

9 **Nays:** None (0)

10 **Abstains:** Brenner (1)

11
12 **5. AB2019-137 RESOLUTION RESPECTFULLY REQUESTING THAT THE**
13 **WHATCOM COUNTY PROSECUTOR ASK THE WASHINGTON STATE ATTORNEY**
14 **GENERAL TO REVIEW AND UPDATE OPINIONS PREVIOUSLY PROVIDED**
15 **RELATED TO THE ELIGIBILITY OF COUNTY COUNCIL MEMBERS AND**
16 **COMMISSIONERS TO BE APPOINTED TO VACANT LEGISLATIVE POSITIONS**

17
18 **Sidhu** reported for the Finance and Administrative Services Committee and ***moved***
19 to approve the resolution.

20
21 Councilmembers discussed whether it's appropriate for elected officials to get elected
22 or appointed to an office while already serving in another office.

23
24 The motion carried by the following vote:

25 **Ayes:** Browne, Byrd, Buchanan, Donovan, Frazey, and Sidhu (6)

26 **Nays:** Brenner (1)

27
28 **6. AB2019-126 RESOLUTION AMENDING THE 2019 FLOOD CONTROL ZONE**
29 **DISTRICT AND SUBZONES BUDGET, REQUEST NO. 2, IN THE AMOUNT OF**
30 **\$90,659 (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL**
31 **ZONE DISTRICT BOARD OF SUPERVISORS)**

32
33 **Sidhu** reported for the Finance and Administrative Services Committee and ***moved***
34 to approve the resolution.

35
36 The motion carried by the following vote:

37 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

38 **Nays:** None (0)

39
40
41 **COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

42
43 **1. AB2019-127 APPOINTMENT TO THE WHATCOM COUNTY PLANNING**
44 **COMMISSION, APPLICANT MUST RESIDE IN COUNCIL DISTRICT 2,**
45 **APPLICANTS: ROBERT BARTEL, RIA BORDIAN, BOB BURR, JAMES HANSEN,**
46 **TOWHEE WEAN (THE PLANNING COMMISSION ASSISTS THE PLANNING AND**
47 **DEVELOPMENT SERVICES DEPARTMENT IN CARRYING OUT ITS DUTIES,**
48 **WHICH INCLUDE HELPING TO PREPARE AND EXECUTE THE COMPREHENSIVE**
49 **PLAN AND MAKING RECOMMENDATIONS FOR ADOPTION OF OFFICIAL**
50 **CONTROLS AND/OR AMENDMENTS)**

1 Donovan nominated all applicants.

2
3 The nomination was seconded.

4
5 Councilmembers Browne, Brenner, Byrd, and Sidhu voted for Robert Bartel.

6
7 Councilmembers Buchanan, Donovan, and Frazey voted for James Hansen.

8
9 The Council appointed Robert Bartel.

10
11 **2. AB2019-129 APPOINTMENT TO THE SUMAS/EVERSON/NOOKSACK FLOOD**
12 **CONTROL SUB-ZONE ADVISORY COMMITTEE - APPLICANT: LARRY MADES**
13 **(THE COMMITTEE IS AN INTEGRAL PART OF THE PROGRAM REVIEWING THE**
14 **COMPREHENSIVE PLAN FOR FLOOD CONTROL)**

15
16 *Brenner moved* to appoint Larry Mades by acclamation.

17
18 The motion was seconded.

19
20 The motion carried by the following vote:

21 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

22 **Nays:** None (0)
23
24

25 **EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

26
27 **1. AB2019-139 REQUEST CONFIRMATION OF EXECUTIVE'S APPOINTMENT**
28 **OF BRIAN RUSK TO THE WHATCOM COUNTY PURCHASE OF DEVELOPMENT**
29 **RIGHTS OVERSIGHT COMMITTEE**

30
31 *Sidhu moved* to confirm the appointment.

32
33 The motion was seconded.

34
35 The motion carried by the following vote:

36 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

37 **Nays:** None (0)
38

39 **2. AB2019-143 REQUEST CONFIRMATION OF EXECUTIVE'S APPOINTMENT**
40 **OF RACHEL ARNOLD TO THE WHATCOM COUNTY MARINE RESOURCES**
41 **COMMITTEE**

42
43 *Donovan moved* to confirm the appointment.

44
45 The motion was seconded.

46
47 The motion carried by the following vote:

48 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

49 **Nays:** None (0)

1
2 **3. AB2019-144 REQUEST CONFIRMATION OF EXECUTIVE'S APPOINTMENT**
3 **OF PATRICK ALESSE TO THE WHATCOM COUNTY BICYCLE-PEDESTRIAN**
4 **ADVISORY COMMITTEE**

5
6 ***Brenner moved*** to confirm the appointment.

7
8 The motion was seconded.

9
10 The motion carried by the following vote:

11 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

12 **Nays:** None (0)
13

14
15 **INTRODUCTION ITEMS**

16
17 ***Donovan moved*** to accept the Introduction Items.

18
19 The motion was seconded.

20
21 The motion carried by the following vote:

22 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

23 **Nays:** None (0)
24

25 **1. AB2019-147 ORDINANCE AMENDING THE 2019-2020 WHATCOM COUNTY**
26 **BUDGET, THIRD REQUEST, IN THE AMOUNT OF \$95,521**

27
28 **2. AB2019-145 RECEIPT OF APPLICATION FOR THE DRAYTON HARBOR**
29 **SHELLFISH PROTECTION DISTRICT COMMITTEE, APPLICANT: JULIE HIRSCH**
30 **(THE COMMITTEE ADVISES THE COUNTY COUNCIL ON PROPOSED ACTIONS**
31 **AND OPERATIONS RELATING TO THE RESTORATION OF WATER QUALITY IN**
32 **THE DRAYTON HARBOR SHELLFISH PROTECTION DISTRICT) (APPLICATION**
33 **DEADLINE FOR ANY OTHER APPLICANTS IS 10 A.M. MARCH 5, 2019)**

34
35 **3. AB2019-149 RECEIPT OF APPLICATION FOR THE SURFACE MINING**
36 **ADVISORY COMMITTEE, ENVIRONMENTAL CONSULTANT POSITION -**
37 **APPLICANT: SHANNON LOGAN (THE COMMITTEE ADVISES THE PLANNING**
38 **DEPARTMENT AND THE COUNCIL ON IMPLEMENTING A SURFACE MINING**
39 **REGULATORY PROGRAM CONSISTENT WITH THE COMPREHENSIVE PLAN)**
40 **(APPLICATION DEADLINE FOR THIS APPOINTMENT IS 10:00 A.M. MARCH 5,**
41 **2019)**
42

43
44 **COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

45
46 Committee Chairs reported on committee discussions.

47
48 **AB2019-142 DISCUSSION REGARDING OPERATION OF THE WARMING SHELTER**
49

1 Browne reported for the Special County Council meeting and moved to send the
2 letter to the City of Bellingham requesting they fund and schedule law enforcement to the
3 warming shelter for the remaining available shifts through March 1.

4
5 ***Buchanan moved*** to approve the letter.

6
7 The motion was seconded.

8
9 The motion carried by the following vote:

10 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

11 **Nays:** None (0)

12
13 Karen Frakes, Prosecutor's Office, answered questions about the proposed repeal of
14 the County Code Chapter 1.28, Standards regarding Correctional Facilities (AB2019-043).

15
16 Councilmembers and staff discussed the Code chapter for correctional facilities
17 standards and Sheriff's Office policies and procedures.

18
19 Councilmembers gave updates on recent activities and upcoming events and
20 discussed the watershed planning process with the Department of Ecology and its
21 rulemaking process.

22
23
24 **ADJOURN**

25
26 The meeting adjourned at 9:00 p.m.

27
28 The County Council approved these minutes on _____, 2019.

29
30
31 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

32
33
34
35
36
37 _____
Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

38
39
40
41 _____
42 Jill Nixon, Minutes Transcription



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-162

File ID:	AB2019-162	Version:	1	Status:	Agenda Ready
File Created:	03/05/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Presentation		

First Assigned to: Council

Agenda Date:	Next Mtg. Date:	Hearing Date:
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TITLE FOR AGENDA ITEM:

Prosecuting Attorney Eric Richey to share his platform for reform

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Prosecuting Attorney Eric Richey to share his platform for reform.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
--------------	---------------------	----------------	-----------------

Attachments:

Final Action:
Enactment Date:
Enactment #:



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-021

File ID:	AB2019-021	Version:	1	Status:	Introduced for Public Hearing
File Created:	12/27/2018	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	03/12/2019

TITLE FOR AGENDA ITEM:

Ordinance granting Deer Creek Water Association a franchise and the right, privilege, and authority thereunder to located, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for the use and presence in County Rights-of-Way to allow for the provision of water services.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
01/15/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo dated 12/27/18.pdf, Ordinance.pdf, Application for franchise.pdf, Maps-Deer Creek.pdf

Final Action:
Enactment Date:
Enactment #:



MEMORANDUM

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

THROUGH: Jon Hutchings, Director *JH*

FROM: Andrew Hester, Public Works Real Estate Coordinator *AH*

RE: Franchise for Deer Creek Water Association

DATE: December 27, 2018

▪ **Requested Action**

Adopt an ordinance that grants a franchise to Deer Creek Water Association, allowing it to use and be present in County Rights of Way in order to provide water services per the terms of the franchise agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

▪ **Background and Purpose**

Deer Creek Water Association has an existing franchise for its water lines and facilities within County rights of way. This proposed franchise will terminate and replace that existing agreement.

Please contact Chris Quinn at extension 5729 if you have any questions or concerns regarding the terms of this agreement.

Encl.

SPONSORED BY: _____
PROPOSED BY: Executive
INTRODUCTION DATE: _____

ORDINANCE NO. _____

GRANTING DEER CREEK WATER ASSOCIATION A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF WATER SERVICES.

WHEREAS, Deer Creek Water Association (hereinafter referred to as "Deer Creek Water"), has applied for a twenty-five (25) year franchise; and

WHEREAS, the Home Rule Charter for Whatcom County authorizes the County Council to grant non-exclusive franchises for a fixed term not to exceed 25 years for the use of any street, road, or public place;

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, Deer Creek Water has operated a system of water mains and water distribution lines and other facilities within a portion of Whatcom County under a previous fifty-year franchise ordinance, adopted by the County Council on May 31, 1978 and approved by the County Executive;

WHEREAS, Deer Creek Water seeks a non-exclusive twenty-five (25) year franchise to construct, erect, alter, lay, support, connect, improve, renew, replace, repair, operate and maintain water transmission and distribution facilities upon, under, over, across and along certain roads and other areas in Whatcom County, Washington; and

WHEREAS, the application of Deer Creek Water has come on regularly to be heard by the County Council on the ____ day of _____, 2019, and notice of this hearing having been duly published on the ____ day of _____, 2019, and the ____ day of _____, 2019, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, it appears to the Council that notice of said application and hearing thereon has been given as required by law in RCW 36.55.040; and

WHEREAS, this Council finds, after having considered said application and being otherwise fully advised in the premises, that it is in the public interest for this Council to grant the franchise for a period of twenty-five (25) years; and

WHEREAS, Whatcom County and Deer Creek Water intend that the previous franchises granted to Deer Creek Water that pertain to water lines for the provision of water services shall be terminated and be replaced by this Franchise;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the language set forth below, in Sections 1 through 20, shall constitute the franchise agreement between Whatcom County and Deer Creek Water, which shall be and become effective as set forth in Section 13 thereof:

Section 1. Definitions.

1.1 Where used in this franchise agreement ("Franchise"), the following terms shall mean:

1.1.1 "County" means the County of Whatcom, a political subdivision of the State of Washington, and its successors and assigns.

1.1.2 "Deer Creek Water" means Deer Creek Water Association, and its successors and assigns.

1.1.3 "Franchise Area" means all public county roads, county public ways, and county property now owned or hereafter dedicated to the County within the boundaries of Township 38 North, Range 2 East; Township 38 North, Range 3 East; Township 39 North, Range 2 East; and Township 39 North, Range 3 East in Whatcom County, Washington or as may hereafter be amended and attached hereto.

1.1.4 "Facilities" means, collectively, any and all water transmission and distribution systems, including but not limited to tanks, meters, pipes, mains, services, valves, manholes, pressure reducing valves ("PRVs"), pump stations, meter stations and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.5 "Ordinance" means Ordinance No. _____, which sets forth the terms and conditions of this Franchise.

1.1.6 "Right-of-Way": As used herein shall refer to the surface of and space along, above, and below any public street, road, way, lane, drive, alley or easement within the Franchise Area;

1.1.7 "Relocation": As used herein shall mean to protect, support, temporarily disconnect, relocate and/or remove Deer Creek Water facilities within or from within the County right-of-way.

Section 2. Facilities Within Franchise Area.

2.1 The County does hereby grant to Deer Creek Water a Franchise, and the right, privilege, and authority thereunder, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a public water system, in, under, on, across, over, through, along, or below the public rights-of-way located in the Franchise Area.

2.2 This Franchise is subject to the terms and conditions hereinafter set forth.

Section 3. County Authority.

3.1 The County, in granting this Franchise, does not waive any rights which it now has or may hereafter acquire with respect to the Franchise Area, and this Franchise shall not be construed to deprive the County of any powers, rights, or privileges which it now has, or may hereafter acquire, to regulate the use of and to control the Franchise Area.

Section 4. Noninterference of Facilities.

4.1 As to new Facilities, Deer Creek Water's Facilities shall be placed and maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Prior to the installation of new Facilities within the Franchise Area, Deer Creek Water may request that the County determine whether the proposed placement of the Facilities will unreasonably interfere with the free and safe passage of traffic, and the County shall make such determination in writing within a reasonable period of time. If the proposed location is not approved by the County Engineer, the County Engineer shall advise in writing what reasonable modifications to the proposed location of the Facilities are necessary for the County Engineer to issue a determination that the proposed location of the Facilities will not unreasonably interfere with the free and safe passage of traffic.

If Deer Creek Water proceeds to install new Facilities without first obtaining the County Engineer's determination that the proposed location of the Facilities will then unreasonably interfere with the free and safe passage of traffic then, upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Deer Creek Water which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Deer Creek Water shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Deer Creek Water by such County codes and ordinances.

4.2 Deer Creek Water's existing Facilities shall be maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Deer Creek Water which shall, at its own expense, act promptly to rectify the

problem in consultation with the County. Deer Creek Water shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Deer Creek Water by such County codes and ordinances.

4.3 All construction or installation of such Facilities, service, repair, or relocation of the same, performed over, above, along or under the Franchise Area shall be done in such a manner as not to interfere unreasonably with the construction and maintenance of other existing utilities, lines, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of the Franchise Area. The owners of all utilities, public or private, installed in the Franchise Area prior in time to the Facilities of Deer Creek Water shall have preference as to the positioning and location of such utilities so installed with respect to Deer Creek Water. Such preference shall continue in the event of the necessity of relocating or changing the grade of the Franchise Area. Deer Creek Water shall have such preference as to owners of all utilities, public or private, initially installed in the Franchise Area subsequent in time to Deer Creek Water's Facilities.

4.4 The locating, laying, construction, operation and maintenance of Deer Creek Water's Facilities authorized by this Franchise shall not preclude the County, its agents or its contractors from blasting, grading, excavating, or doing other necessary road work contiguous to Deer Creek Water's Facilities, provided that Deer Creek Water and the County shall first check with the locator service to determine whether or not any of Deer Creek Water's lines are located in the proposed work area. Upon finding from the locator service that Deer Creek Water does have lines located within the proposed work area, the County shall provide Deer Creek Water with seventy-two (72) hours notice of proposed work, except if a lesser time for notice is warranted by emergency, in order that the Deer Creek Water may protect its Facilities. Failure of Deer Creek Water to properly notify the locator service of the location of its lines and Facilities shall relieve County of its duty to provide Deer Creek Water the otherwise-required advance notice of proposed work.

4.5 Deer Creek Water shall maintain all above-ground Facilities that it places in the Franchise Area. In order to avoid interference with the County's ability to maintain the Franchise Area, Deer Creek Water shall provide a clear zone of five (5) feet on all sides of such above-ground Facilities. If Deer Creek Water fails to comply with this provision, and by its failure, property is damaged, then Deer Creek Water shall be deemed responsible for all damages caused thereby and the County shall be released from any responsibility therefore. For these purposes, "clear zone" means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations.

Section 5. Construction Within the Franchise Area.

5.1 All construction and installation work within the Franchise Area shall be subject to the approval and pass the inspection of the County Engineer, and shall conform to all applicable local, state and federal standards, codes or regulations, and the County expressly reserves the right to prescribe standards as to how and where Facilities shall be installed. The standards

shall be consistent with reasonable standards and standard engineering practices in the applicable industries.

5.2 Prior to commencement of construction of any new Facilities, Deer Creek Water shall first file with the County Engineer its application for permits to do such work, together with plans and specifications in duplicate showing the position and location of all such Facilities sought to be constructed, laid, installed or erected at that time showing their position relative to existing County roads, rights-of-way, or other County property within the Franchise Area upon plans drawn to scale. The Facilities shall be laid in conformity with said plans and specifications of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. No such construction shall be commenced without Deer Creek Water first securing a written permit from the County Engineer, including approval endorsed on one set of plans and specifications returned to Deer Creek Water. All such work shall be subject to the approval of and shall pass the inspection of the County Engineer. Deer Creek Water shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

5.3 In any work which requires breaking of soil within the Franchise Area for the purpose of laying, relaying, connecting, disconnecting, constructing, maintaining and repairing Deer Creek Water's Facilities, and making connections between the same to structures and buildings of consumers or making connections to other Facilities now in existence or hereafter constructed, Deer Creek Water shall be governed by and conform to the general rules adopted by the County Engineer; and Deer Creek Water at its own expense and with due diligence shall complete the work for which the soil has been broken and forthwith replace the work and make good the Franchise Area and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the soil within the Franchise Area shall be done prior to the obtaining of a permit issued by the County Engineer. Applications for such a permit shall be accompanied by specifications for the restoration of the Franchise Area to the same condition as it was in prior to such breaking, and such specifications must be approved by the County Engineer before such breaking of the soil is commenced; provided further, that the County Engineer may require a performance bond in a reasonable sum sufficient to guarantee that such Franchise Area shall be restored to the same condition as it was in prior to such breaking of the soil, the amount of said bond to be fixed by the County Engineer. Deer Creek Water shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The County Engineer may at any time do, order, or have done, any and all work that the County Engineer considers necessary to restore to a safe condition any Franchise Area left by Deer Creek Water or its agents in a condition dangerous to life or property, and Deer Creek Water upon demand shall pay to the County all costs of such work, the County having first provided notice of such condition to Deer Creek Water and a reasonable time to cure such unsafe condition, provided however, in the event of damage to the Franchise Area caused by Deer Creek Water that necessitates immediate repair by the County or its agents on an emergency basis where notice to Deer Creek Water or providing an opportunity to cure is not feasible considering nature of the emergency and necessary repair, as determined by the County Engineer using professional engineering standards, no such notice and reasonable time to cure shall be required as a condition of repayment by Deer Creek Water.

5.4 In preparing plans and specifications for the installation of Facilities within the Franchise Area, Deer Creek Water shall reasonably conform to the standards and specifications established by the County Engineer. Deer Creek Water shall consult with the County Engineer in case it plans to deviate from the established standards and specifications in the course of installing Facilities within the Franchise Area and must demonstrate to the satisfaction of the County Engineer that its plans will achieve a legal and functionally equivalent result.

5.5 All work done by and for Deer Creek Water under this Franchise shall be done in a thorough and workmanlike manner. In the construction of Facilities and the opening of trenches within and the tunneling under the Franchise Area, Deer Creek Water shall leave such trenches and tunnels in such a way as to interfere as little as possible with public travel, and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work. Where any of such trenches, ditches, or tunnels are left open at night, Deer Creek Water shall place warning lights and barricades at such a position as to give adequate warning of such work, per the MUTCD (Manual on Uniform Traffic Control Devices). Deer Creek Water shall be liable for any injury to person or persons or damage to property to the extent proximately caused by its carelessness or neglect, or to the extent proximately caused by any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by Deer Creek Water.

5.6 Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, Deer Creek Water shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during Deer Creek Water's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by Deer Creek Water. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer's Office.

Section 6. Relocation of Facilities.

6.1 Deer Creek Water shall, at its sole expense and with due diligence, relocate or adjust the elevation of any of its Facilities upon receipt of written request from the County Engineer when determined reasonably necessary based upon sound engineering principles by the County Engineer for improvement to the County facilities in the Franchise Area, provided that the elevations required by the County are not in violation of local, state or federal law and are reasonable necessary for safety purposes. Deer Creek Water shall coordinate such relocation or adjustment of its Facilities with the County and shall perform the same in a timely fashion so that, absent conditions beyond the control of Deer Creek Water, such relocation or adjustment of Deer Creek Water's Facilities will not impede or delay pending changes to the Franchise Area.

6.2 Deer Creek Water may propose to the County alternatives to reduce or eliminate the need for relocation of its Facilities pursuant to Section 6.1. Upon the County's receipt from Deer Creek Water of such alternatives in writing, the County shall evaluate such alternatives and shall advise Deer Creek Water in writing if one or more of such alternatives are suitable to accommodate the work that would otherwise necessitate relocation of Deer Creek Water's

Facilities. In evaluating such alternatives, the County shall give each alternative proposed by Deer Creek Water full and fair consideration with due regard to all the facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. In the event the County reasonably determines that such alternatives are not appropriate, Deer Creek Water shall relocate its Facilities as otherwise provided in Section 6.1. Any acceptance by the County of such alternatives shall not excuse (nor shall be construed to excuse) Deer Creek Water from future relocation or adjustment of Deer Creek Water's Facilities pursuant to this Section 6.

6.3 As qualified in Sections 6.1 and 6.2 above, and in Section 6.4 below, whenever any person or entity, other than the County, requires the relocation of Deer Creek Water's Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the County requires the relocation of Deer Creek Water's Facilities within the Franchise Area for the benefit of any person or entity other than the County, then Deer Creek Water shall have the right as a condition of such relocation to require such person or entity to:

6.3.1 Make payment to Deer Creek Water, at a time and upon terms acceptable to Deer Creek Water, which acceptance shall not be unreasonably withheld, for any and all costs and expenses incurred by Deer Creek Water in the relocation of Deer Creek Water's Facilities; and

6.3.2 Indemnify and save Deer Creek Water harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Deer Creek Water's Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Deer Creek Water's Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Deer Creek Water's Facilities.

6.4 Any condition or requirement imposed by the County upon any person or entity, other than Deer Creek Water or the County (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Deer Creek Water's Facilities shall be a required relocation for purposes of Section 6.3; provided, however:

6.4.1 If the County notifies Deer Creek Water in writing that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the grading or widening of the Franchise Area on the County's behalf consistent with the County's Six-Year Road Construction Program, then Deer Creek Water shall relocate its Facilities within the Franchise Area in accordance with Section 6.1.

6.4.2 If the County notifies Deer Creek Water in writing that the County will bear a portion of the costs of, or will provide funding towards, a project that includes grading or widening of the Franchise Area resulting from the imposition of such condition or requirement upon such person or entity, then Deer Creek Water agrees to bear a portion of its costs and expenses to relocate its Facilities to accommodate such grading or widening, such portion borne by Deer Creek Water being a percentage equal to that percentage of such project's costs borne or funded by the County (the "County Contribution"); provided, however, in no event shall such portion borne by Deer Creek Water exceed the dollar amount of such County Contribution. "Project" shall mean that work directly bearing on the area that necessitates relocation by Deer Creek Water, and shall not include other off-site improvements that may be performed at the

same time. In all other respects such relocation shall be a required relocation for the purposes of Section 6.3 and without limiting the foregoing, Deer Creek Water shall have the right as a condition of such relocation to require such person or entity to pay to Deer Creek Water all relocation costs and expenses in excess of the portion borne by Deer Creek Water under this Section 6.4.2.

6.4.3 If the Facilities to be relocated pursuant to this subsection 6.4 have been located at or relocated within the preceding five (5) years to a location upon which the County had agreed at the time without reservation, then Deer Creek Water shall be entitled to recovery of all its costs and expenses incurred in the relocation of its Facilities from the party on whom the condition for road improvements was placed. Documentation of any such agreement between the County and Deer Creek Water shall be kept in conjunction with the encroachment permit issued by the County for the work of relocation.

6.5 Nothing in this Section 6 shall require Deer Creek Water to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from or addressed by this Franchise.

Section 7. Indemnification.

7.1 To the extent permitted by law, Deer Creek Water shall defend, indemnify and hold the County harmless from any and all claims, demands, suits, actions, costs and expenses, including but not limited to attorney's fees, made against it on account of injury or damage to the person or property of another, but only to the extent such injury or damage is caused by the actions or failure to act of Deer Creek Water, its agents, servants or employees in exercising the rights granted to Deer Creek Water in this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the County, the County shall promptly notify Deer Creek Water thereof, and Deer Creek Water shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the County based upon any such claim or demand, the County shall likewise promptly notify Deer Creek Water thereof, and Deer Creek Water shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. Notwithstanding the foregoing, if damages to another or others result from concurrent negligence of Deer Creek Water and the County, Deer Creek Water and the County shall each be responsible for, and this indemnification provision shall be operative so that each party bears, the proportionate share attributable to its own negligence. In case judgment which is not appealed shall be rendered against the County in such suit or action, Deer Creek Water shall fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined. Upon Deer Creek Water's failure to satisfy said judgment within ninety (90) days, the County may elect to terminate this Franchise pursuant to the terms of Section 19 herein. The provision for reimbursement of the County shall survive the termination of this Franchise.

7.2 Acceptance by the County of any work performed by Deer Creek Water at the time of completion shall not be grounds for avoidance of the covenant in Section 7.1 above.

Section 8. Acquisition of Right-of-Way.

8.1 In the event that Deer Creek Water proposes to acquire easements for the location or relocation of its Facilities outside of, and adjacent to the Franchise Area, Deer Creek Water shall notify the County of the same and the County shall have the option, with the concurrence of Deer Creek Water, to acquire in place of such Deer Creek Water proposed easements, additional public rights-of-way or equivalent public utility easements for use by Deer Creek Water. Any such public rights-of-way acquired by the County shall become Franchise Area. Any such public utility easements so acquired by the County shall not be Franchise Area (and shall not be subject to the terms and conditions of this Franchise) and Deer Creek Water's use of such public utility easements shall be subject to the terms and conditions of such public utility easements. Provided the above section does not apply to Deer Creek Water's customer service lines and only to easements related to new transmission water pipelines.¹

Section 9. Vacation of the Franchise Area.

9.1 If at any time the County shall seek to vacate any portion of the Franchise Area and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area for the use of the County, in either its proprietary or governmental capacity, and there are no Facilities located in the Franchise Area, then the County Engineer may at his option and by giving thirty (30) days written notice to Deer Creek Water, terminate this franchise with reference to such portion of the Franchise Area so vacated, and the County shall not be liable for any damages or loss to Deer Creek Water allegedly incurred by reason of such termination. Nothing herein shall limit or prevent Deer Creek Water from exercising its powers of eminent domain. Should Deer Creek Water notify the County of its intent to consider exercising its power of eminent domain to obtain an easement for the Facilities located within the area of the Franchise to be terminated, the termination of the Franchise shall be tolled for a period of no less than one hundred and twenty (120) days from the date of notice.

9.2 If at any time the County shall vacate any portion of the Franchise Area in which Facilities are installed at the time of said vacation, and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area by other than the County, then the County shall, in its vacation procedure, unless otherwise waived in writing by Deer Creek Water, reserve an easement to Deer Creek Water for Deer Creek Water's Facilities as reasonably necessary for the continued use, operation, maintenance and repair of the Facilities as located in the portion of the Franchise Area to be vacated.

Section 10. Moving Buildings within the Franchise Area.

10.1 If any person or entity obtains permission from the County to use the Franchise Area for the moving or removal of any building or other object, the County shall, prior to granting such permission, direct such person or entity to arrange with Deer Creek Water for the temporary adjustment of Deer Creek Water's Facilities necessary to accommodate the moving or removal of such building or other object. Such person or entity shall make such

¹ A distinction is drawn here between public rights-of-way which are or shall become Franchise Area and thus governed by the terms of the franchise ordinance, and public utility easements which shall not become Franchise Area, the use of which shall be governed by the terms and conditions of the easements themselves and not by the franchise ordinance.

arrangements, upon terms and conditions acceptable to Deer Creek Water, not less than fourteen (14) days prior to the moving or removal of such building or other object. In such event, Deer Creek Water shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its Facilities which may obstruct the moving or removal of such building or object.

Section 11. Locating Facilities.

11.1 Deer Creek Water and the County acknowledge and commit to fully comply with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities.

Section 12. Nonexclusive Franchise.

12.1 This Franchise is not and shall not be deemed to be an exclusive franchise. It shall not in any manner prohibit the County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over, and upon any part of the Franchise Area, and shall in no way prevent or prohibit the County from constructing, altering, maintaining, using, or vacating any part thereof, or affect its jurisdiction over any part thereof with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the County may deem fit.

Section 13. Franchise Term; Effect on Existing Franchises for Same Purpose.

13.1 This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from and after the effective date of the Ordinance; provided, however, Deer Creek Water shall have no rights under this Franchise nor shall Deer Creek Water be bound by the terms and conditions of this Franchise unless Deer Creek Water shall, within thirty (30) days after the effective date of the Ordinance, file with the County its written acceptance of the franchise agreement contained within the Ordinance.

13.1.1 No franchise hereunder shall become effective for any purpose unless and until written acceptance therefore shall have been filed with the Whatcom County Council and County Director of Public Works and such written acceptance shall be in the form and substance as shall be prescribed and approved by the County Prosecuting Attorney and operate as an acceptance of each and every term and condition and limitation contained in this ordinance, and in such franchise; and

13.1.2 Such written acceptance shall be filed by Deer Creek Water not later than the thirtieth (30th) day following the effective date of the Ordinance granting such franchise; and in default of the filing of such written acceptance as herein required, Deer Creek Water shall be deemed to have rejected the same. In case of Deer Creek Water's tardy acceptance of franchise, the County's recognition thereof shall be strictly at its discretion.

13.2 The existing franchise between the Parties pertaining to the same subject matter, i.e., Deer Creek Water's Facilities, which was granted by the County and accepted by Deer Creek Water on May 31, 1978, shall be superseded and replaced by this franchise upon the effective date of this franchise as provided above.

13.3 This Franchise agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Franchise agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

Section 14. Assignment.

14.1 Neither this Franchise nor any interest herein shall be sold, transferred, or assigned without the prior consent in writing of the County Council, which consent shall not be unreasonably withheld, except that the Deer Creek Water may mortgage this Franchise to the trustee for its bond holders. Any approved assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the County, together with its written acceptance of all terms and conditions of this Franchise.

14.2 All the provisions, conditions, and requirements herein contained shall be binding upon the successors and assigns of Deer Creek Water, and all privileges, as well as all obligations and liabilities of the grantee shall inure to its successors and assigns equally as if they were specifically mentioned wherever Deer Creek Water is mentioned.

Section 15. Amendment.

15.1 Except as addressed in and through Section 15.3 below, this Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 5 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the County in conjunction with the exercise (or failure to exercise) by Deer Creek Water any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

15.1.1 References this Franchise; and

15.1.2 States that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise. In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

15.2 If, during the term of this Franchise, there becomes effective any change in federal or state law (including changes approved by the Washington Utilities and Transportation Commission) which:

15.2.1 Affords either party the opportunity to negotiate in good faith a term or condition of this Franchise which term or condition would not have, prior to such change, been consistent with federal or state law; or

15.2.2 Pre-empts or otherwise renders null and void any term or condition of this Franchise which has there-to-fore been negotiated in good faith; then, in such event, either party may notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall encompass only the specific term or condition affected by such change in federal or state law and neither party shall be obligated to re-open negotiation on any other term or condition of this Franchise. Within thirty (30) days from and after the other party's receipt of such written notice, the parties shall, at a mutually agreeable time and place, commence such negotiations. Pending completion of such negotiations resulting in mutually agreeable amendment of this Franchise, adoption of such amendment by Ordinance by the County and acceptance of such Ordinance by Deer Creek Water, and except as to any portion thereof which has been pre-empted or otherwise rendered null and void by such change in federal or state law, this Franchise shall remain in full force and effect.

15.3 Notwithstanding any language to the contrary contained herein, this Franchise is subject to the provisions of the Whatcom County Charter, Section 9.30, and all rights belonging to the County and its people as set forth therein are hereby reserved thereto.

Section 16. Miscellaneous

16.1 If any term, provision, condition, or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

16.2 This Franchise is subject to the requirements of any and all applicable laws, rules, and regulations, including the Whatcom County Code, as currently enacted or hereafter modified. In the event of any actual conflict between the provisions of this Franchise and the requirements of the Whatcom County Code or County-enacted rules or regulations, the provisions of this Franchise shall control, to the extent authorized by law.

16.3 All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

For County: County Executive
Whatcom County Courthouse.
311 Grand Ave.
Bellingham, WA 98225

For Deer Creek Water: Business Manager
Deer Creek Water Association
PO Box 30230
Bellingham, WA 98228

or to such other address as the foregoing parties hereto may from time-to-time designate in

writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

16.4 No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Franchise or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Franchise, and each and every covenant, agreement, term and condition of this franchise shall continue in full force and effect with respect to other then existing or subsequent breach thereof.

Section 17. Incorporation and Annexation.

17.1 Whenever any part of the Franchise Area, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits, this Franchise shall continue in force and effect as to all of the Franchise Area not so included in city or town limits.

Section 18. Insurance.

18.1 During the term of this Franchise Deer Creek Water shall keep in effect, a liability insurance policy covering all liability of Deer Creek Water to the County, including any assumed by contract between Deer Creek Water and any other party, with limits at least in the amount of \$1,000,000. In lieu of the insurance requirement of this Section, Deer Creek Water may self-insure against such risks. At the time of Deer Creek Water's acceptance of this Franchise and otherwise upon the County's request, Deer Creek Water shall provide the County with certificate(s) of insurance or evidence of self-insurance reflecting the requirements of this section.

Section 19. Forfeiture and Termination of Franchise.

19.1 If Deer Creek Water shall willfully violate or fail, through willful or unreasonable neglect, to comply with any of the provisions of this Franchise for sixty (60) days after receipt of written notice from the County, then the County shall have the right by ordinance to declare Deer Creek Water's forfeiture of all rights hereunder and to declare this Franchise terminated and of no further force or effect thereafter; provided, however, if any failure to comply with this Franchise by Deer Creek Water cannot be corrected with due diligence within said sixty (60) day period (Deer Creek Water's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Deer Creek Water may so comply shall be extended for such time as may be reasonably necessary and so long as Deer Creek Water commences promptly and diligently to effect such compliance.

Section 20. Effective Date.

20.1 This Ordinance shall be effective ten (10) days after being signed by the County Executive, with the Franchise granted hereunder finally effective pursuant to the terms of Sections 13.1, 13.1.1, and 13.1.2, having been: (i) introduced to the County Council not less than thirteen (13) days before its passage; (ii) brought to public notice by such notice having

been posted in three (3) public places in Bellingham at least fifteen (15) days before the day fixed for the public hearing; (iii) published at least twice in the official newspaper for the County and no later than five (5) days prior to the day fixed for the hearing and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the County of Whatcom by a vote of at least _____ members of the County Council on _____, 2019.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive

APPLICATION FOR FRANCHISE

TO THE WHATCOM COUNTY COUNCIL:

COMES NOW, Deer Creek Water Association

who respectfully petitions the Whatcom County Council for a twenty-five (25) year franchise to lay, construct, maintain, and repair

water mains

and all necessary appurtenances along, over, and across the following roads situated in Whatcom County, Washington:

all roads and rights-of-way within or adjacent to our DOH and Whatcom Co. approved Service Area, as now or in the future, configured.

The petitioner further requests that the Whatcom County Council fix a time and place for a public hearing on the granting of this continuation of franchise, and that public notice be given, at the expense of the petitioner, as provided by law; and that, at said hearing, petitioner be granted the franchise continuation herein requested.

DATED: 29 Dec 2016

Deer Creek Water Association

Company Name

PO Box 30230

Mailing Address

Bellingham WA 98226

City State Zip

360.820.4314

Phone Number

Douglas Wittinger

Signature of authorized agent/owner

Douglas Wittinger

Print or type name

its Business Manager

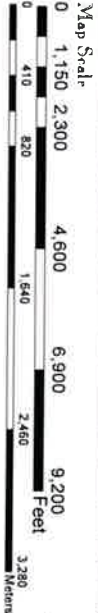
Deer Creek Water Association - (18418-E) Member Parcels and Service Area - February 2012

- Legend**
- DCWA Member Parcels (18418-E)
 - DCWA Deducted Service Area (18418-E)

Disclaimer

This map was created to reflect subject mapping and updated member parcel data as of January 25, 2012. The publisher, Deer Creek Water Association, Inc. (DCWA) and its subsidiaries, do not warrant the accuracy or reliability of the data. The map is a representation of the data and should not be relied upon or referenced in any legal proceeding. The user of the map acknowledges its limitations and assumes all responsibility for its use. The publisher disclaims any liability for any damages that may result from the use of this map. The map is subject to change without notice.

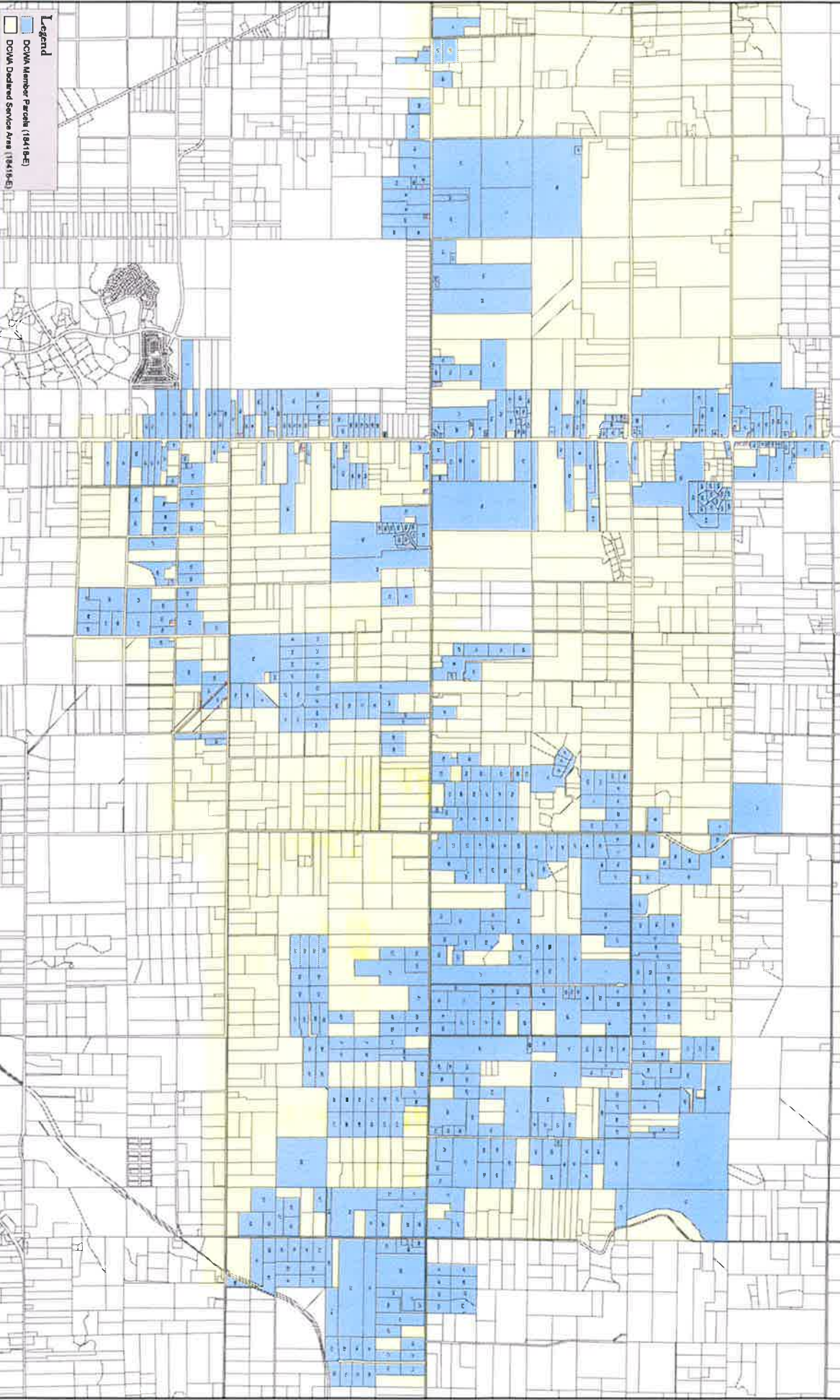
Copyright © Deer Creek Water Association, Inc. 2012



Coordinates: Spheroid: NAD 1983 Spheroid: Washington North FIPS 4601
Datum: North American 1883
False Easting: 1,400,000.000
False Northing: 1,400,000.000
Central Meridian: -120.000
Standard Parallel 1: 47.000
Standard Parallel 2: 47.000
Latitude Of Origin: 47.000
Units: Feet US



Deer Creek Water Association - (18418-E) Member Parcels and Service Area - February 2012



Legend

- DCWA Member Parcel (18418-E)
- DCWA Declared Service Area (18418-E)

Disclaimer

This map was created to reflect existing membership and updated member parcel data on January 26, 2012. The publisher, Deer Creek Water Association, Tim Dicken and Coordinator Services Inc. disclaim any warranty of fitness or accuracy of the data. The map is appropriate in nature, based upon completion of data from multiple sources and should not be relied upon or interpreted in legal documents without proper context. The publisher disclaims any liability for any damages that may result from the use of this map. The map is subject to change without notice.

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Map Scale



Coordinate System: NAD 83 StatePlane Washington North FIPS 4601
Datum: North American 1983
False Easting: 1,660,416.667
Central Meridian: -120.0333
Standard Parallel 1: 47.0000
Standard Parallel 2: 48.1233
Units: Feet US





Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-145

File ID:	AB2019-145	Version:	2	Status:	Introduced
File Created:	02/14/2019	Entered by:	NHanson@co.whatcom.wa.us		
Department:	Council Office	File Type:	Current Year Council Appointment		
First Assigned to:	Council				
Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	

TITLE FOR AGENDA ITEM:

Appointment to the Whatcom County Drayton Harbor Shellfish Protection District Committee, applicant: Julie Hirsch (the Committee advises the County Council on proposed actions and operations relating to the restoration of water quality in the Drayton Harbor Shellfish Protection District)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Drayton Harbor Shellfish Protection District Committee has 2 vacancies, members must have a direct interest in the shellfish protection district. Applicant: Julie Hirsch. The committee advises the County Council on proposed actions and operations relating to the restoration of water quality in the Drayton Harbor Shellfish Protection District.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
02/26/2019	Council	INTRODUCED	Council

Attachments: Hirsch Application

Final Action:
Enactment Date:
Enactment #:



RECEIVED

FEB 14 2019

WHATCOM COUNTY
COUNCIL

COUNCILMEMBERS:
Timothy Ballew II
Barbara E. Brenner
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Satpal Sidhu

Drayton Harbor Shellfish Protection District Committee

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Julie Hirsch Date: 1/23/2019
Street Address: 2523 Island View Lane Lumm Island
City: Escalante Zip Code: 96262
Mailing Address (if different from street address): _____
Day Telephone: 360-510-5343 Evening Telephone: same Cell Phone: same
E-mail address: garden.salishsea@gmail.com

1. Name of board or committee-please see reverse: Drayton Harbor SPDAC
2. You must specify which position you are applying for.
Please refer to vacancy list. DHSPDAC, citizen
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) ☒ 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: in the past I have contracted to W.C. (1999-2001)
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.
1997-present: Water quality consultant, educator. Past water quality supervisor for City of Bellingham (1990-1996). Resume provided upon request.
website: gardensalishsea.org

11. Please describe why you're interested in serving on this board or commission: Conduct Garden of the Salish Sea Curriculum program for Blaine Schools since 2012. Conduct water quality projects in Dtl watershed since 1999

References (please include daytime telephone number): Bobbi Hudson, Pacific Shellfish Institute
Executive director 360 754-2741, Ravyn Whitewolf, Blaine Pw Director 360-332-8820

Signature of applicant: Julie Hirsch

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.

HIRSCH CONSULTING SERVICES

LLC

*Environmental Services
Specializing in Water Quality*

Julie Hirsch Bio

M.S. Applied Microbiology, Northern Arizona University, Flagstaff Arizona

B.A. Biology, Western Washington University, Bellingham Washington

Julie Hirsch is an environmental scientist who brings a Master's degree in Microbiology and more than 25 years experience in the water quality and water resources fields focused in northwest Washington. She is principal and founding owner of Hirsch Consulting Services that specializes in preparation of quality assurance project plans, data management, and bacteria TMDL evaluations for local and State agencies, Tribes, and non-profit organizations. Hirsch Consulting Services specializes in all phases of marine and fresh water quality monitoring. Julie is experienced in developing quality assurance project plans, data collection and assessment, report writing and report presentation. Ms. Hirsch has extensive experience designing, implementing, and managing a wide range of water quality programs during 6 years as Bellingham's Technical Supervisor for Water Quality. Programs included: drinking water, Lake Whatcom, wastewater, surface water and storm water quality monitoring and water quality education. Since 1999, Julie has concentrated her efforts on shellfish growing area recovery, from contracting to Whatcom County as co-coordinator for Portage Bay and Drayton Harbor Shellfish Protection Districts to authoring ground breaking microbial source tracking studies at Drayton Harbor in partnership with multiple agencies. She has worked with agencies in a technical workgroup setting to utilize water quality data in facilitating decision making and implementation of corrective actions that improve water quality.

In 2012 Hirsch founded Garden of the Salish Sea Curriculum (GSSC), a K-12 education program that fulfills Washington State Shellfish Initiative goals. GSSC is under fiscal sponsorship of Olympia Based Pacific Shellfish Institute. Community. Based upon a Near Term Action proposal that GSSC submitted to the Puget Sound Partnership, Community Based K-12 Shellfish Education, is a shellfish recovery strategy now included in the 2018-2022 Puget Sound Action Agenda.

Hirsch Consulting Services (HCS, LLC) was founded in 1995 providing customized environmental service to clients in the Pacific Northwest focusing on freshwater and marine water quality and water resources. H.C.S. is certified by the Washington State Office of Minority and Women's Business Enterprises.

**1328 23rd Street
Bellingham WA, 98225
Phone: (360) 510-5343**

**e-mail
hirschserv@gmail.com**

HIRSCH CONSULTING SERVICES, LLC

*Environmental Services
Specializing in Water Quality*

JULIE HIRSCH - Owner/Principal

EDUCATION

M.S. Applied Microbiology, Northern Arizona University, Flagstaff Arizona

B.A. Biology, Western Washington University, Bellingham Washington

PROFESSIONAL EXPERIENCE

1996-2018

Water Quality Consultant, founding owner of Hirsch Consulting Services, LLC a firm providing environmental consulting services to local and state governments, non-profit organizations, Indian Tribes and water purveyors.

Consulting Projects

- **Drayton Harbor/Semiahmoo Bay Water Quality Enhancement Project**, managing comprehensive Centennial Grant project with water quality monitoring, restoration and corrective action planning and public awareness and education components. Public awareness and outreach is coordinated and partnered with Garden of the Salish Sea Curriculum schools program, Blaine Washington (**Blaine Public Works Department, 2014 -2017**).
- **Garden of the Salish Sea Curriculum (GSSC)** (gardensalishsea.org) is an environmental science program, created in 2012 that uses shellfish and water quality as a vehicle to teach pollution prevention centered upon hands-on learning through field experience and an action-oriented *Salish Sea Challenge*. The program was piloted by the Puget Sound Restoration Fund for public schools in Whatcom County Washington in partnership with their Drayton Harbor Community Oyster Farm. GSSC transitioned to fiscal sponsorship from the Pacific Shellfish Institute in 2016. (2012-present).
- **Drayton Harbor TMDL support and microbial source tracking (MST) phase 3**, Drayton Harbor and Semiahmoo Bay, including preparation of QAPP, coordination of partners, sampling, reporting, presentation and technical work group facilitation for freshwater and marine water quality, microbial source tracking (MST) and circulation studies. (**Nooksack Indian Tribe, 2009-2010**).
- **Drayton Harbor MST pilot study Phase 1 & 2** used ribotyping and polymerase chain reaction methods, Drayton Harbor, Whatcom County, Washington. Preparation of monitoring plan, coordination/training of partners, sampling, reporting and presentation. (**Puget Sound Restoration Fund, Whatcom County, 2006-2009**).
- **Drayton Harbor bacteria TMDL assessment**, Whatcom County Washington including; water quality sampling and data review as part of Ecology/Whatcom County TMDL team. (**Whatcom County Public Works, Natural Resources, 2008**).
- **California Creek tributary monitoring**, Drayton Harbor watershed, Whatcom County Washington including; preparation of quality assurance project plan, performance of water quality sampling, data assessment, and reporting. (**Whatcom County Public Works, Stormwater, 2006-2007**).
- **Whatcom County MRC Volunteer Monitoring Program** in Drayton Harbor, Birch Bay, and Chuckanut drainages of Whatcom County Washington. Included QAPP development, volunteer training, data assessment, and reporting. (**Whatcom County Public Works, Stormwater, 2006-2007**).

HIRSCH CONSULTING SERVICES, LLC

Environmental Services Specializing in Water Quality

- **Optical brightener MST study**, California Creek. Assisted in planning, conducted sampling. (Herrera Environmental Consultants, Seattle, WA under contract to Whatcom County Public Works, Stormwater, 2006-2007.)
- **Feasibility study for microbial source tracking projects** in the Drayton Harbor watershed, Whatcom County WA, 2005 (Puget Sound Restoration Fund, 2005).
- **Groundwater monitoring and reporting** for a State Model Toxics Control Act designated site, 1997- 2007 (Port of Bellingham, WA).
- **Water quality monitoring in Blaine Harbor, Drayton Harbor, and Semiahmoo Bay** including; performance of water quality sampling, data assessment, reporting, and report presentation (Port of Bellingham 2001-2009).
- **Public drinking water system monitoring** in Whatcom and San Juan Counties, 1997-2007.
- **Stormwater treatment pilot project monitoring and evaluation, Blaine Harbor** including; preparation of quality assurance project plan, performance of water quality sampling, data assessment, and reporting. (Port of Bellingham, 2004).
- **Stormwater monitoring, Blaine Harbor** including; preparation of quality assurance project plan, water quality sampling, data assessment, reporting and presentation. (Whatcom County Water Resources Division, 2003-2004).
- **Water quality monitoring in the Drayton Harbor watershed** for a Clean Water Act Centennial grant including; preparation of quality assurance project plan and performance of water quality sampling, stormwater sampling, and reporting Whatcom County, 2002-2004. (ReSources for Sustainable Communities and Port of Bellingham).
- **Preparation of citizen's water quality training manual and quality assurance project plan**, and presentation of training session in Whatcom County Washington, 2002 (**ReSources for Sustainable Communities**).
- **Whatcom County Shellfish Protection Implementation** – data management, and design of district water quality database, coordinating stakeholder agencies in water quality monitoring programs, 1999-2001. (Whatcom County Health and Human Services, Water Resources Division, and Whatcom Conservation District)
- **Preparation of stormwater pollution prevention plans for industrial activities**, 1998- 2000 (Port of Bellingham WA).
- **Industrial stormwater inspections under** Washington State's Stormwater General Baseline Permit, 1997-ongoing. (Port of Bellingham WA).
- **Lake Whatcom and Whatcom Creek water quality and sediment sampling** including; preparation of quality assurance project plans, stormwater sampling and reporting.[Washington State Department of Ecology (DOE) 1997-1998, Bellingham, WA].
- **Surface water sampling, fresh and marine waters**, 1998 (Lummi Indian Business Council, Bellingham, WA)
- **Water resource inventory and assessment** including wetlands identification, fish habitat inventory, water quality monitoring, and review of existing records for rural property, and housing developments with evaluation of drinking water and wastewater systems, 1997 (Nooksack Indian Tribe, Deming WA)..
- **Development of moderate risk waste facility concept design** at Squalicum Harbor Marina, 1997 (Port of Bellingham, Bellingham)
- **Design and presentation of water quality workshops** for schools and community steward groups, 1990-1996 (Bellingham, WA).

1990-1996

Technical Supervisor of Water Quality, City of Bellingham Washington, Public Works Department. More than five years experience managing water quality programs, laboratories and staff for municipal drinking water and waste water utilities serving a population of 65,000. Implementation of Safe Drinking Water Act and Clean Drinking Water

HIRSCH CONSULTING SERVICES, LLC

Environmental Services Specializing in Water Quality

Act programs. Programs also included monitoring of lakes and streams for water quality and nonpoint source contamination and conducting public education programs.

Wetlands Inventory Coordinator, City of Bellingham Washington, Planning Department. Project manager for municipal wetlands inventory. Hired, coordinated and supervised team of 15. Performed desktop and field wetlands identifications.

Watershed Workshop Educator for community watershed stewardship groups and schools in Whatcom County Washington. Developed and presented water quality and bioassessment workshops for audiences of all ages.

US-Asia Environmental Fellow for US-AID program in Kathmandu Nepal. Designed and executed bench scale waste water treatment experiments for Nepal Environmental and Scientific Services Ltd. Trained staff in preparation for a pilot plant study.

Microbiology QA/QC Consultant for Department of Health (DOH) laboratory certification for the microbiological analysis of drinking water in Washington State. Services performed for the City of Everett Washington.

1987-1990

Field and Laboratory Water Quality Technician for consultant Dr. H.K. Speidel, Northern Arizona University, Flagstaff, Arizona. Performed sampling, and water quality testing in rural and urban settings. Instructed biology courses.

1980-1985

Forestry Technician (seasonal) for the U.S Forest Service. Performed water quality sampling as part of western U.S. wilderness lakes survey, performed wildlife surveys, trail maintenance and crew supervision.

PROFESSIONAL MEMBERSHIPS

Certified Women's Business Enterprise, State of Washington certified Women's Business Enterprise.

Water Treatment Plant Operator certified Group II, Washington State Department of Health, certificate #6347, expired.

Waste Water Treatment Plant Operator certified Group I, Washington State Department of Ecology, certificate #5965, expired.

PUBLICATIONS, REPORTS AND PRESENTATIONS

Hirsch Consulting Services, Llyn Doremus and Geoff Menzies, 2010. *Addendum to Drayton Harbor Watershed Fecal Coliform TMDL and Phase 3 Microbial Source Tracking; Semiahmoo Bay*. July 2010. Prepared for the Nooksack Indian Tribe, Deming Washington.

Hirsch Consulting Services, 2009. *Drayton Harbor Watershed Microbial Source Tracking Pilot Study Phase 2: California Creek, Dakota Creek and Cain Creek Sub-watersheds*. September, 2009. Prepared for the Whatcom County Public Works Department - Stormwater, Bellingham Washington.

Hirsch Consulting Services, 2009. *Drayton Harbor Watershed Microbial Source Tracking Pilot Study Phase 2: California Creek, Dakota Creek and Cain Creek Sub-watersheds*. September, 2009. Prepared for the Whatcom County Public Works Department - Stormwater, Bellingham Washington.

HIRSCH CONSULTING SERVICES, LLC

Environmental Services Specializing in Water Quality

Hirsch Consulting Services, 2008. *California Creek and Drayton Harbor Microbial Source Tracking Pilot Study*. December, 2008. Prepared for the Whatcom County Public Works Department Natural Resources Division, Bellingham Washington.

Hirsch Consulting Services, 2007. *California Creek Tributary Monitoring*. September, 2007. Prepared for Whatcom County Public Works Stormwater, Bellingham, Washington.

Hirsch Consulting Services, 2007. *California Creek Tributary Monitoring*. September, 2007. Prepared for Whatcom County Public Works Stormwater, Bellingham, Washington.

Hirsch Consulting Services, 2006. *Whatcom County Volunteer Monitoring Program for Drayton Harbor, Birch Bay, and Chuckanut Bay Watersheds*. July, 2007. Prepared for Whatcom County Public Works Stormwater, Bellingham, Washington.

Hirsch Consulting Services, 2006. *Whatcom County Volunteer Monitoring Program for Drayton Harbor, Birch Bay, and Chuckanut Bay Watersheds Quality Assurance Project Plan*. December, 2006. Prepared for Whatcom County Public Works Stormwater, Bellingham, Washington.

Hirsch Consulting Services, 2006. *California Creek and Drayton Harbor Microbial Source Tracking Pilot Study Monitoring Plan*. December 2006. Prepared for the Puget Sound Restoration Fund, Bainbridge Island, Washington.

Hirsch Consulting Services, 2006. *California Creek tributary Monitoring Quality Assurance Project Plan*. April 2006. Prepared Whatcom County Public Works Stormwater Division, Bellingham, Washington.

Hirsch Consulting Services and TEC Inc., 2006. *2005 Blaine Harbor Water Quality Monitoring Summary and Recommendations*. April 2006. Prepared for the Port of Bellingham, Bellingham, Washington.

Hirsch Consulting Services, 2005. *Technical Memorandum, RE: Microbial Source Tracking Techniques Review for Fecal Source Identification in the Drayton Harbor Watershed*. Prepared for the Puget Sound Restoration Fund, Bainbridge Island, Washington.

Hirsch Consulting Services and TEC Inc., 2005. *Drayton Harbor Water Quality Monitoring Summary for 2004 and Recommendations*. April 2005. Prepared for the Port of Bellingham, Bellingham, Washington.

Hirsch Consulting Services, 2004. *Blaine Harbor Stormwater Treatment Pilot Monitoring*. August 2004. Prepared for the Port of Bellingham, Bellingham, Washington.

Hirsch Consulting Services, 2004. *Stormwater Fecal Coliform Bacteria Sampling at Blaine Harbor*. June 2004. Prepared for the Puget Sound Restoration Fund and Whatcom County Water Resources Division, Bellingham, Washington.

The Environmental Company Inc., and Hirsch Consulting Services, 2004. *Technical Memorandum, RE: 2003 Drayton Harbor Water Quality Monitoring Summary and Recommendations*. April 2004. Prepared for the Port of Bellingham, Bellingham, Washington.

Hirsch Consulting Services and Puget Sound Restoration Fund, 2004. *Non Point Pollution Solutions Water Quality Monitoring*. May 2004. Prepared for ReSources for Sustainable Communities for Department of Ecology Grant #G0200269, Bellingham Washington.

HIRSCH CONSULTING SERVICES, LLC

Environmental Services Specializing in Water Quality

The Environmental Company Inc., and Hirsch Consulting Services, 2004. *Technical Memorandum, RE: Drayton Harbor Water Quality Monitoring Summary for 2002 and Recommendations for Monitoring in 2003*. February 2003. Prepared for the Port of Bellingham, Bellingham, Washington.

The Environmental Company Inc., and Hirsch Consulting Services, 2003. *Technical Memorandum, RE: Drayton Harbor Water Quality Monitoring Summary for 2002 and Recommendations for Monitoring in 2003*. February 2003. Prepared for the Port of Bellingham, Bellingham, Washington.

Hirsch Consulting Services, 2002. *Puget Sound BayKeeper Environmental Monitoring Program Training Manual*. September 2002. Prepared for ReSources for Sustainable Communities, Bellingham, Washington.

Hirsch Consulting Services, 2002. *Puget Sound BayKeeper Environmental Monitoring Program Quality Assurance Project Plan*. August 2002. Prepared for ReSources for Sustainable Communities, Bellingham, Washington.

Hirsch Consulting Services, 2002. *Quality Assurance Project Plan for Non-Point Pollution Solutions Water Quality Sampling*. July 2002. Prepared for ReSources for Sustainable Communities, Bellingham, Washington.

Hirsch Consulting Services, 2001. *Preliminary Narrative Description and Quality Assurance Project Plan for Whatcom Watersheds Pledge; Drayton Harbor Monitoring Component, Comprehensive Drayton Harbor & Lower Nooksack River Project*. June 2001. Prepared for the Whatcom County Council of Governments.

The Environmental Company Inc., and Hirsch Consulting Services, 2001. *Technical Memorandum, RE: Drayton Harbor Water Quality Monitoring Summary for 2000 and 2001 and Recommendation for Future Monitoring*. March 2001. Prepared for the Port of Bellingham.

Hirsch Consulting Services, 2000. *Drayton Harbor Shellfish Protection District Water Quality Summary*. Prepared for Whatcom County, Health and Human Services, Bellingham Washington, October 2000.

Hirsch Consulting Services, 2000. *Portage Bay Shellfish Protection District Water Quality Summary*. Prepared for Whatcom County, Health and Human Services, Bellingham Washington, October 2000.

Hirsch Consulting Services, 2000. *Coordinated Water Quality Monitoring Framework for Drayton Harbor Shellfish Protection District*. Prepared for Whatcom County, Health and Human Services, Bellingham WA, January 2000.

Hirsch Consulting Services, 2000. *Coordinated Water Quality Monitoring Framework for Portage Bay Shellfish Protection District*. Prepared for Whatcom County, Health and Human Services, Bellingham Washington, January 2000.

Serdar, D., D.Davis, and J. Hirsch, 1999. *Lake Whatcom Cooperative Drinking Water Protection Project*. Publication # 99-337, Washington State Department of Ecology, Olympia WA. Prepared for the Department of Ecology, Bellingham Field Office, September 1999.

Hirsch, J.L. 1998. *Narrative Description and Quality Assurance Plan Lake Whatcom Watershed - Cooperative Drinking Water Protection/Sampling*. Prepared for the Washington State Department of Ecology.

Hirsch, J.L. 1997. (DRAFT) *Resource Inventory and Assessment of Nooksack Indian Tribal Properties: Tenaska, Five Cedars, and Rutsatz*. Prepared for the Nooksack Indian Tribe.

HIRSCH CONSULTING SERVICES, LLC

Environmental Services Specializing in Water Quality

Hirsch, J.L. 1996. *City of Bellingham Streams Monitoring: Data Summary and Program Review*. An assessment of urban impacts to stream water quality based on five years of data collection addressing program objectives and public involvement. Prepared for the City of Bellingham.

Hirsch, J.L. 1996. *Lakes Comparison Summary: Lake Whatcom, Lake Sammamish, Lake Washington*. An assessment of potential impacts on a municipal drinking water source. Prepared for the City of Bellingham.

Hirsch, J.L. and Ann Sandvig (1996) *Impacts of Corrosion Control Optimization on Distribution System Water Quality*. Presented for the City of Bellingham and Economic and Engineering Services Incorporated at the AWWA Pacific Northwest Section annual meeting, 1996.

Hirsch, J.L. (1995). *Corrosion Control Optimization; The Bellingham Experience*. Presented for the City of Bellingham at the AWWA Pacific Northwest Section annual meeting, 1995.

Hirsch, J.L., H.K. Speidel and G. Bell (1990). *Light Induced Factors Influencing Bacterial Survival in Oxidation Lagoons*. American Society for Microbiology Annual Meeting Proceedings, 1990.

Hirsch, J.L., M. Stevens and L. Villalobos (1989). *Pathogen Die-off in Oxidation Lagoon Water and in Unialgal Culture*. American Society for Microbiology Annual Meeting Proceedings, 1989.

Hirsch, J.L. and H.K. Speidel (1988). *The Significance of Algae in Waste Water Lagoon Systems*. Presented at the American Society for Microbiology, Arizona Branch annual meeting, 1988.

References provided upon request.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-149

File ID:	AB2019-149	Version:	2	Status:	Introduced
File Created:	02/20/2019	Entered by:	NHanson@co.whatcom.wa.us		
Department:	Council Office	File Type:	Current Year Council Appointment		
First Assigned to:	Council				
Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	

TITLE FOR AGENDA ITEM:

Appointment to the Whatcom County Surface Mining Advisory Committee, Environmental Consultant position - Applicant: Shannon Logan (the Committee advises the Planning Department and the Council on implementing a surface mining regulatory program consistent with the Comprehensive Plan)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Appointment to the Whatcom County Surface Mining Advisory Committee, Environmental Consultant position - Applicant: Shannon Logan. The Surface Mining Advisory Committee has the following vacancies: 1 Vacancy representing surface mining material user, 1 vacancy Geologist, 1 Vacancy for citizen who lives in close proximity to active mining or mineral overlay area, 1 vacancy representing the Forestry industry, 1 vacancy Environmental Consultant. The Committee advises the Whatcom County Planning and Development Services department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the Comprehensive Plan.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
02/26/2019	Council	INTRODUCED	Council

Attachments: Logan application

Final Action:
Enactment Date:
Enactment #:

NaDean Hanson

From: noreply@civicplus.com
Sent: Tuesday, February 19, 2019 8:44 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

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.

Title	Ms.
First Name	Shannon Shannon
Last Name	Logan
Today's Date	2/19/2019
Street Address	1205 Birch Falls 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 Secondary Telephone	3603933027
Secondary Primary Telephone	3603195943
Email Address	<u>loganshannon@hotmail.com</u>

Step 2

1. Name of Board or Committee	Surface Mining Advisory Committee
Surface Mining Advisory Committee (SMAC) Position:	Environmental consultant
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 1
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?	Yes
If yes, please list dates:	1/2013-1/2015
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	<u>Shannon, Logan Ramboll CV SMAC.pdf</u>

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am is a licensed Professional Geologist with more than 18 years of experience working with upstream and downstream oil and gas, mining, food processing, power, and chemical and specialty product manufacturing facilities. My environmental consulting experience includes preparation of environmental regulatory applicability analyses, data management, and detailed task documentation for industrial mineral mining clients. I have also developed regulatory applicability determinations, major and minor source permitting, and compliance assurance program development for the Clean Air Act, Clean Water Act, and Toxic Substances Control Act. I am registered as a Professional Geologist in Washington, Oregon and California. I have a MS degree in Geology from New Mexico Institute of Mining and Technology and a BS degree in Geology from Western Washington University.

10. Please describe why you're interested in serving on this board or commission

I was a member of the committee several years ago and valued participating in the long-term planning process of Whatcom County, where I have lived for the past 12 years. I want to the chance to combine both my interest as a resident of Whatcom County and my experience as a professional environmental consultant for the betterment of future planning in the county.

References (please include daytime telephone number):

Crystal Greear, CFO Bellingham Marine - 253.334.9742 David Simeur, Air Interdiction Agent, DHS CBP, Office of Air and Marine, Bellingham Branch - 915.203.5349

Signature of applicant:

Shannon Logan

Place Signed / Submitted

1321 Dupont Street, Bellingham WA 98225

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

SHANNON L. LOGAN

Senior Managing Consultant

Shannon Logan is a licensed Professional Geologist with more than 18 years of experience working with upstream and downstream oil and gas, mining, food processing, power, and chemical and specialty product manufacturing facilities. Her environmental consulting experience includes regulatory applicability determinations, major and minor source permitting, and compliance assurance program development for the Clean Air Act, Clean Water Act, and Toxic Substances Control Act.

Shannon has prepared permit applications for new and modified industrial sources, created compliance programs in support of those permits, and has assisted facilities with agency inspections, communications, and negotiations. She has developed data management and quality assurance programs for emission monitoring systems to comply with local, state and federal requirements. She has managed all aspects of corporate sustainability reporting and emissions inventory and reporting for local, state and federal programs including criteria pollutants, toxics, and Greenhouse Gas.

In addition to environmental consulting, Ms. Logan has experience with the exploration and production of copper and industrial mineral mines – developing exploration programs, calculating reserves and managing production plan. She has prepared environmental regulatory applicability analyses, data management, and detailed task documentation for industrial mineral mining clients.



CONTACT INFORMATION

Shannon L. Logan, PG

slogan@ramboll.com
+1 (360) 319-5943

Ramboll
1321 Dupont Street
Bellingham, WA 98225
United States of America

CAREER

Environmental Consultant, Bellingham, Washington
Environmental Consultant, Bakersfield, California
Geologist, Exploration and Production, Los Angeles, California

EDUCATION

MS, Geology

New Mexico Institute of Mining and Technology – New Mexico

BS, Geology

Western Washington University - Washington

CERTIFICATIONS

Licensed Geologist: California, Oregon, Washington
TWIC Certified

PROJECTS

Environmental Management Systems Development and Support

Determined applicable local, state and federal environmental regulations to develop matrices for safety, health, air, water and waste compliance requirements. Developed system for recordkeeping and reporting compliance, including creating compliance driven tasks for personnel.

Title V Permitting

Prepared and submitted initial Title V permit for industrial minerals mine, including permit compliance program and prepared and submitted semiannual compliance reports. Managed team responsible for refinery Title V Air Operating Permit recordkeeping and reporting; reporting compliance with federal regulatory compliance requirements; providing guidance on regulatory program requirements; and, interpreting regulations and applicability for refinery personnel.

Greenhouse Gas Reporting

Prepared and submitted federal, state and internal corporate Greenhouse Gas (GHG) reports for refineries and LNG terminal. Determined prescribed calculation methodologies and created reporting program for compliance with the federal and Washington State GHG rule. Created reporting program for compliance with 2016 Washington State Clean Air Rule.

Emission Inventory and Toxic Release Inventory

Identified emission sources, developed emission calculations and audited emission inventory programs for refineries and LNG terminal. Completed emission inventory calculations, data compilation and agency submittals. Completed TRI thresholding determinations for reporting requirements, calculated emissions, and submitted reports in the USEPA TRI-MEWeb portal.

Federal Air Quality Programs

Prepared and submitted semiannual compliance reports satisfying NSPS J and Ja programs, Appendix B and F, MACT Db, UUU, and ZZZZ. Determined applicability, prepared compliance strategy documents and created tasks for compliance management.

Toxic Substances Control Act Compliance

Determined chemical inventory for reporting under the Toxic Substances Control Act (TSCA) for refineries and LNG terminal. Created program for calculating chemical quantities and assisted with reporting in the USEPA CDX portal.

Environmental Audits

Conducted environmental audits to meet corporate compliance audit requirements at manufacturing plants and an industrial mineral mine. Audits covered requirements under the Clean Air Act, Clean Water Act, RCRA Subtitle C, solid waste, SPCC, RMPs, and chemical storage.

MEMBERSHIPS

American Fuel & Petrochemical Manufacturers (AFPM)

Western States Petroleum Association (WSPA)

Air & Waste Management Association (AWMA)/Pacific Northwest International Section (PNWIS) Chapter

PRESENTATIONS

"Overview of the Washington Clean Air Rule" at the PNWIS Symposium on the Washington Clean Air Rule, December 14, 2016.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-150

File ID:	AB2019-150	Version:	1	Status:	Agenda Ready
File Created:	02/21/2019	Entered by:	DPierce@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Ordinance		

First Assigned to: Council

Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	
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TITLE FOR AGENDA ITEM:

Ordinance Increasing Sheriff's Office Petty Cash Fund

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

An increase in the petty cash fund is necessary for the Sheriff's Office to have adequate change available to conduct daily transactions when receipting payments from customers.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance 03/12/19

Final Action:
Enactment Date:
Enactment #:

ORDINANCE NO. _____

INCREASING SHERIFF'S OFFICE PETTY CASH FUND

WHEREAS, it is necessary for the Sheriff's Office to maintain a petty cash fund in order to have change available when receipting payments from customers; and

WHEREAS, the Sheriff's Office petty cash fund of \$60 was approved October 17, 1968 to have change available when receipting payments from customers; and

WHEREAS, the current petty cash fund amount of \$60 is not sufficient to have adequate change available to conduct daily transactions.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the petty cash fund for the Sheriff's Office is hereby increased from \$60 to \$300 in order to maintain 3 separate \$100 cash drawers for the sole purpose of providing change when receipting payments from customers.

BE IT FURTHER ORDAINED that the Whatcom County Treasurer shall follow current county policy to accomplish this increase.

ADOPTED this ____ day of _____, 20____.

ATTEST:


WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

(Current Chair's Name), Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON



Civil Deputy Prosecutor

Jack Louws, County Executive

() Approved () Denied

Date Signed: _____



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-156

File ID:	AB2019-156	Version:	1	Status:	Agenda Ready
File Created:	02/28/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance		

First Assigned to: Council

Agenda Date: 03/12/2019

Next Mtg. Date:

Hearing Date:

TITLE FOR AGENDA ITEM:

Ordinance to Repeal Ordinance 2019-017

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance to Repeal Ordinance 2019-017

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Repeal Ordinance Memo.pdf, Ordinance to Repeal 2019-017.pdf

Final Action:

Enactment Date:

Enactment #:

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**
County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Jack Louws
County Executive

TO: Members of the Whatcom County Council

FROM: Tawni Helms, Administrative Coordinator

Through: Tyler Schroeder, Deputy Executive and Christopher Quinn, Deputy Prosecutor

RE: Ordinance to Repeal Ordinance 2019-017
Amending Whatcom County Code Section 6.04, Animal Control

Date: February 27, 2019

Requested Action:

On February 26, 2019, an Ordinance to amend language to Whatcom County Code 6.04., Animal Control was approved. The proposed language change was presented and approved through Ordinance 2019-017. It was later realized that a clerical error had occurred when publishing the ordinance in the agenda management system. The wrong ordinance had been uploaded. It should be noted that all of the Exhibits associated with the ordinance that reflected the proposed changes were accurate. It was only the ordinance itself that was incorrect. As a result of this error, we are requesting the repeal of Ordinance 2019-017.

The new, corrected ordinance which includes the same Exhibits reflecting changes to WCC 6.04.020 Definitions and WCC 6.04.031 Administration and Enforcement is now being re-introduced for Council action on March 26.

Please contact Tyler Schroeder at extension 5207 or Christopher Quinn at 5729 for questions or concerns regarding this amendment.

Thank you for your consideration.

ORDINANCE NO. 2019-_____

REPEALING ORDINANCE 2019-017
WHATCOM COUNTY CODE
SECTION 6.04, ANIMAL CONTROL

WHEREAS, Ordinance 2019-017 was introduced with the proper redline changes to Section 6.04 of the Whatcom County Code; and

WHEREAS, Due to a clerical error in publishing the proposed ordinance, the wrong ordinance was submitted for council review; and

WHEREAS, To ensure consistency with the proposed language changes, Ordinance 2019-17 is now repealed.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2019-017 Amending Whatcom Code Section 6 of the Whatcom County Code is now repealed.

ADOPTED THIS _____ DAY OF _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Council Chair

APPROVED AS TO FORM

APPROVED () DENIED ()



Deputy Prosecuting Attorney

Jack Louws, County Executive



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-153

File ID:	AB2019-153	Version:	1	Status:	Agenda Ready
File Created:	02/27/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance		

First Assigned to: Council

Agenda Date:	03/12/2019	Next Mtg. Date:	Hearing Date:
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TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 6.04 Animal Control, Chapter 6.04.020 Definitions and 6.04.031 Administration and Enforcement

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code 6.04 Animal Control, Chapter 6.04.020 Definitions and 6.04.031 Administration and Enforcement

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo Ord to amend 6.04.pdf, Ordinance to amend WCC 6.04.pdf, WCC defintions 6.04.020 clean.docx, WCC defintions 6.04.020 redline.docx, Animal Control WCC code 6.04.031 redline.docx, Animal Control WCC code. 6.04.031 clean.docx

Final Action:
Enactment Date:
Enactment #:



TO: Members of the Whatcom County Council
FROM: Tawni Helms, Administrative Coordinator
Through: Tyler Schroeder, Deputy Executive and Christopher Quinn, Deputy Prosecutor
RE: Amending Whatcom County Code Section 6.04, Animal Control
Date: February 27, 2019

Requested Action:

Consider and approve proposed amendments to Whatcom County Code (WCC) 6.04 Animal Control that provides regulations within the unincorporated areas of Whatcom County and specific controls within designated urban areas of Whatcom County to control animal conduct.

The new, corrected ordinance which includes the same Exhibits reflecting changes to WCC 6.04.020 Definitions and WCC 6.04.031 Administration and Enforcement as presented February 26, is now being re-introduced for Council action on March 26.

Background and Purpose:

The purpose of the proposed amendments to WCC 6.04 is the following:

- A) To more clearly identify the entities (including a humane society) that may be authorized and obligated to administer and enforce provisions of the WCC related to animal control;
- B) To update the definitions to include humane societies, and other animal care/control agencies as animal control authorities;
- C) To define the animal control officer for purposes of the Code.

These proposed changes clarify the designation of animal care and control services in the unincorporated areas of Whatcom County.

Please contact Tyler Schroeder at extension 5207 or Christopher Quinn at 5729 for questions or concerns regarding this amendment.

ORDINANCE NO. 2019-_____

AMENDING WHATCOM COUNTY CODE
CHAPTER 6.04, ANIMAL CONTROL

WHEREAS, Chapter 6.04 of the Whatcom County Code provides regulations within the unincorporated areas of Whatcom County and specific controls within designated urban areas of Whatcom County to control animal conduct; and

WHEREAS, it is further the purpose of Chapter 6.04 of the Whatcom County Code to provide the means for animal control, care, and licensing within the unincorporated areas of Whatcom County; and

WHEREAS, the County is authorized to designate animal care and control agencies as defined under RCW 16.52.011 to enforce the provisions of Whatcom County Code Chapter 6.04; and

WHEREAS, that Section 6.04.031 of the Code should reflect the County's authority to designate a humane society or other animal control authority to administer and enforce this Chapter; and

WHEREAS, Section 6.04.020 should also be amended to include definitions of "animal control authority" and "animal control officers" for purposes of this Chapter; and

WHEREAS, it is the intent of the County Council through these amendments to clarify definitions and provisions in this title related to the administration and enforcement of Whatcom County Code 6.04 within the unincorporated areas of the County;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Sections 6.04.020 and 6.04.031 of the Whatcom County Code be amended as indicated in Exhibit A to this ordinance.

ADOPTED THIS _____ DAY OF _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Council Chair

APPROVED AS TO FORM

APPROVED () DENIED ()



Deputy Prosecuting Attorney

Jack Louws, County Executive

6.04.020 Definitions.

- A. “Adult dog” means any dog, male or female, seven months of age or older.
- B. “Allow” means to permit by neglecting to restrain or prevent.
- C. “Animal” shall have its customary common meaning and shall include dogs where applicable.
- D. “Animal control authority” means a County department or agency, or a humane society or other animal care and control agency designated by action of the county council, that provides animal housing, care, and control services for the unincorporated areas of Whatcom County, and whose employees are either deputized by the Whatcom County sheriff or are otherwise authorized pursuant to this title and RCW 16.52 to enforce this title and laws of the state of Washington as they pertain to animal control and welfare
- E. "Animal control officer" means any individual employed, contracted, or appointed pursuant to RCW 16.52.025 by an animal control authority or humane society, or deputized by the Whatcom County sheriff, to aid in the enforcement of ordinances or laws regulating the care and control of animals.
- F.. “Animal shelter” means a facility used to care for homeless, stray or unwanted animals by a governmental entity or authorized animal welfare society, and may include more than one location.
- G.. “Animal sanctuary” means a housing and living facility for non-domesticated animals to live their lives free from abuse and neglect. The facility serves as an alternate to euthanasia and provides a secure home where rescued animals can live with dignity and proper care.
- H.. “At large” means to be off the premises of the owner and not under the control of either the owner or a person authorized by the owner.

I. “Dangerous dog” means any dog that, according to the records of the appropriate authority, (1) has inflicted severe injury on a human being without provocation on public or private property, (2) has killed a domestic animal without provocation while off the owner’s property, or (3) has been previously found to be potentially dangerous, the owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals.

J. “Director” means the head administrative official of the animal control authority, the humane society, or the department that has been authorized by the Whatcom County council.

K “Dog” means any member, male or female, of the family *Canis familiaris*.

L. “Exotic animal” means any animal not native to or usually found as domestic pets in the United States, including but not limited to lions, tigers, bears, gorillas, chimpanzees, lynx, cougars, jaguars, venomous snakes, and includes “wild animals” such as but not limited to wolves, raccoons, skunks, foxes, coyotes, and hybrid wolves and coyotes.

M. “Good animal husbandry” includes, but is not limited to, the dehorning of cattle and other horn-bearing livestock, and castration or neutering of any animal, according to accepted practices of veterinary medicine or normally accepted animal husbandry.

N. “Harboring or keeping an animal” means providing food and care for the animal on one’s premises. An occupant of any premises will be presumed to be harboring or keeping an animal within the meaning of this chapter when an animal remains on the premises or regularly returns to the premises for food and care for a period of 14 days.

O. “Livestock” means horses, cattle, sheep, goats, swine, donkeys, mules and domestic fowl and rabbits.

P. “Owner” means any person, firm, corporation, organization or department possessing, harboring, keeping, having any interest in, or having control or custody of an animal.

Q. “Pet shop” is any establishment or premises maintained for the purchase, sale or exchange of pets of any type.

R. “Potentially dangerous dog” means any dog that when unprovoked: (1) inflicts bites on a human or domestic animal either on public or private property, or (2) chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, or any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.

S. “Psittacine bird” includes all birds commonly known as parrots, macaws, cockatoos, lovebirds, parakeets and all other birds of the order Psittaciformes.

T. “Severe injury” means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

U “Stray animal” means any unidentified dog, cat or other animal whose owner is unknown or who has no owner. The stray animal is declared to be a nuisance, and any such stray may be seized and impounded. For the purpose of this section, “stray dog” or “stray animal” means any dog, cat or other animal appearing or remaining in a neighborhood or any public place without an apparent home.

V. “Under control” means that the owner, by means of a leash, restrains the dog to the owner’s immediate proximity, preventing the dog from trespassing upon property or annoying or chasing other persons, animals, or vehicles of any sort.

W. “Vicious animal” includes any whose temperament or habits create danger of injury to persons or other animals or create a reasonable apprehension of injury to persons or other animals.

X. “Wild animal” means an animal living in its natural state and native to the United States, but not normally domesticated, raised or bred by man. (Ord. 2002-052; Ord. 98-022; Ord. 90-82 (part); Ord. 90-53 (part)).

6.04.020 Definitions.

- A. “Adult dog” means any dog, male or female, seven months of age or older.
- B. “Allow” means to permit by neglecting to restrain or prevent.
- C. “Animal” shall have its customary common meaning and shall include dogs where applicable.
- D. “Animal control authority” means a County department or agency, or a humane society or other animal care and control agency designated by action of the county council, that provides animal housing, care, and control services for the unincorporated areas of Whatcom County, and whose employees are either deputized by the Whatcom County sheriff or are otherwise authorized pursuant to this title and RCW 16.52 to enforce this title and laws of the state of Washington as they pertain to animal control and welfare
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- H.. “At large” means to be off the premises of the owner and not under the control of either the owner or a person authorized by the owner.

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M. “Good animal husbandry” includes, but is not limited to, the dehorning of cattle and other horn-bearing livestock, and castration or neutering of any animal, according to accepted practices of veterinary medicine or normally accepted animal husbandry.

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6.04.031 Administration and enforcement.

A. A humane society or other animal control authority as defined under RCW 16.52 and that is designated by the County Council and the County Executive shall be responsible for administration and enforcement of this chapter, to include the following:

1. Operate or cause to be operated an animal shelter;
2. If the designee deems it necessary, select, train, hire, and retain a qualified animal control officer or officers to enforce the provisions of this chapter;
3. Investigate complaints pertaining to animal misconduct occurring in the unincorporated areas.
4. Administer animal licensing obligations provided for in this chapter, to include: the issuance and re-issuance of licenses; the collection of licensing fees, taxes, and penalties; and the enforcement of licensing requirements.

B. In the absence of a designated humane society or other animal control authority pursuant to Section A, the Whatcom County Sheriff's Office shall be responsible for the administration and enforcement of this chapter. (Ord. 98-022; Ord. 90-82 (part)).

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4. Administer animal licensing obligations provided for in this chapter, to include: the issuance and re-issuance of licenses; the collection of licensing fees, taxes, and penalties; and the enforcement of licensing requirements.

B. In the absence of a designated humane society or other animal control authority pursuant to Section A, the Whatcom County Sheriff's Office shall be responsible for the administration and enforcement of this chapter. (Ord. 98-022; Ord. 90-82 (part)).



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-160

File ID:	AB2019-160	Version:	1	Status:	Agenda Ready
File Created:	02/13/2019	Entered by:	mcaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	

TITLE FOR AGENDA ITEM:

Ordinance amending the 2019 Whatcom County Budget, request no. 4, in the amount of \$2,260,652

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #4 requests funding from the General Fund:

1. To appropriate \$114,985 in Health to fund four grant programs for Project Now, a perinatal program, a Group Health Momentum Grant Phase II, and a Department of Health microgrant.
2. To appropriate \$14,740 in Sheriff to fund two grant programs for traffic safety and Drug Task Force overtime.

From the Road Fund:

3. To appropriate \$450,000 to increase funding for ferry terminal painting and structural steel repair project.

From the Behavioral Health Program Fund:

4. To appropriate \$249,927 to fund GRACE program from State and Medicaid funding.

From the Solid Waste Fund:

5. To appropriate \$85,000 to fund solid waste facilities improvements.
6. To appropriate \$475,000 to fund Point Roberts solid waste collection from fee revenues.

From the Convention Center (Lodging Tax) Fund:

7. To appropriate \$35,000 to fund increased tourism projects in 2019.

From Real Estate Excise Tax I Fund:

8. To appropriate \$836,000 in Parks to fund Plantation Indoor Range HVAC and roof replacement project.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Ord amend 2019 Budget, #4

Final Action:
Enactment Date:
Enactment #:

ORDINANCE NO.
AMENDMENT NO. 4 OF THE 2019 BUDGET

WHEREAS, the 2019-2020 budget was adopted November 20, 2018; and,

WHEREAS, changing circumstances require modifications to the approved 2019-2020 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 2019-2020 Whatcom County Budget Ordinance #2018-064 is hereby amended by adding the following additional amounts to the 2019 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Health	114,985	(121,505)	(6,520)
Sheriff	14,740	(14,740)	-
Total General Fund	129,725	(136,245)	(6,520)
Road Fund	450,000	-	450,000
Behavioral Health Program Fund	249,927	(249,927)	-
Solid Waste Fund	560,000	(475,000)	85,000
Convention Center (Lodging Tax) Fund	35,000	-	35,000
Real Estate Excise Tax I Fund	836,000	(294,400)	541,600
Total Supplemental	2,260,652	(1,155,572)	1,105,080

In addition, Exhibit B – Capital Appropriations in the 2019-2020 Budget Ordinance should be amended to add the capital appropriations listed in Attachment #1.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2019 Supplemental Budget Ordinance No. 4				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Health	To fund Project Now program from donation proceeds.	26,318	(26,318)	-
Health	To fund perinatal program from grant proceeds.	9,091	(10,000)	(909)
Health	To fund Group Health Momentum Grant Phase II program.	27,807	(33,418)	(5,611)
Health	To fund Department of Health microgrant program.	51,769	(51,769)	-
Sheriff	To fund traffic safety equipment from grant proceeds.	12,240	(12,240)	-
Sheriff	To fund Organized Crime Drug Enforcement Task Force activities from U.S. Department of Justice funding.	2,500	(2,500)	-
Total General Fund		129,725	(136,245)	(6,520)
Road Fund	To increase funding for ferry terminal painting and structural steel repair project.	450,000	-	450,000
Behavioral Health Program Fund	To fund GRACE program from State and Medicaid funding.	249,927	(249,927)	-
Solid Waste Fund				
Health	To fund solid waste facilities improvements.	85,000	-	85,000
Health	To fund Pt Roberts solid waste collection from fee revenues.	475,000	(475,000)	-
Total Solid Waste Fund		560,000	(475,000)	85,000
Convention Center (Lodging Tax) Fund	To fund increased tourism projects in 2019.	35,000	-	35,000
Real Estate Excise Tax I Fund	To fund Plantation Indoor Range HVAC and roof replacement project.	836,000	(294,400)	541,600
Total Supplemental		2,260,652	(1,155,572)	1,105,080

ATTACHMENT #1

Exhibit B
Capital Appropriations
2019-2020 Budget

169

Department	Fund	Suppl Req #	Capital Description	Budget	
				Year	Cost
Parks	REET I	2701	Parks Improvements		
			Plantation Indoor Range HVAC & Roof Replacement	2019	\$ 836,000
Public Works	Road	2702	Road Capital Projects		
			Ferry Terminal Painting and Structural Repair (CRP 917015) Increase	2019	\$ 450,000
Health	Solid Waste	2706	Facilities Improvements		
			Solid Waste Facilities Improvements - Pt Roberts	2019	\$ 75,000

Supplemental Budget Request

Status: Pending

Health

Community Health

Suppl ID # 2704

Fund 1

Cost Center 621206

Originator: Patty Proctor

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Project Now

X

Regina A. DeLaet

2/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	(\$26,318)
	6120	Extra Help	\$10,391
	6230	Social Security	\$795
	6259	Worker's Comp-Interfund	\$50
	6269	Unemployment-Interfund	\$14
	6610	Contractual Services	\$10,030
	6625	Software Maint Contracts	\$500
	6780	Travel-Educ/Training	\$4,428
	7140	Meeting Refreshments	\$110
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority to support Generations Forward Children's Collaborative using funds from a new grant.

1b. Primary customers:

Young children and their families

2. Problem to be solved:

Children and families who are a racial or ethnic minority and those living in poverty are more likely to experience health and social challenges that impact lifelong well-being. Community-wide attention and investments are needed to assure that all children and families have the opportunities they need to thrive from the start.

3a. Options / Advantages:

Improving outcomes for children and families requires the commitment and actions of many partners and sectors. The Generations Forward Children's Collaborative grew out of a call to action from community leaders concerned about the well-being of young children and families in Whatcom County. The initiative has actively involved parents, families, and diverse stakeholders throughout the county. After a competitive process, Generations Forward was selected as one of ten projects across the nation to receive Project NOW funding and participate in the Project NOW Learning Community. Funds are designated for project staffing, parent and family engagement, and travel and training opportunities.

3b. Cost savings:

Investing in young children and families is the most powerful step to reducing disparities and improving the health of our community. According to Nobel Prize winning economist, James Heckman, investments in high quality early childhood programs and supports have an annual rate of return of 7%-13% for communities.

4a. Outcomes:

1. Infrastructure needed to assure ongoing success of Generations Forward

Monday, February 25, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Community Health

Suppl ID # 2704

Fund 1

Cost Center 621206

Originator: Patty Proctor

2. More families involved and in leadership roles
3. More community capacity to identify and address perinatal and early childhood mental health concerns
4. Policy and system changes that provide more funding for early childhood services and that reduce barriers to family economic stability (such as increasing access to affordable child care and housing)

4b. Measures:

1. Number and diversity of parents in leadership roles in Generations Forward
2. Number and diversity of individuals and organizational partners who formally declare commitment to the mission, vision and goals of Generations Forward
3. Amount of new funding available for child and family-focused initiatives

5a. Other Departments/Agencies:

None

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

6. Funding Source:

Boston Medical - Project NOW grant funding

Supplemental Budget Request

Status: Pending

Health

Community Health

Suppl ID # 2707

Fund 1

Cost Center


Originator: Patty Proctor

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: DCFY- Perinatal

X 

Department Head Signature (Required on Hard Copy Submission)

2/25/19

Date

Costs:	Object	Object Description	Amount Requested
	4333.0461	Children W/ Special Need	(\$10,000)
	6320	Office & Op Supplies	\$1,291
	6610	Contractual Services	\$5,000
	6780	Travel-Educ/Training	\$1,300
	7110	Registration/Tuition	\$1,500
	Request Total		(\$909)

1a. Description of request:

We are requesting expenditure authority to increase the availability of peer support for pregnant and parenting Latina women using funds from a new grant.

1b. Primary customers:

Latina women in Bellingham and Nooksack Valley

2. Problem to be solved:

Focus groups conducted in 2017 by the Whatcom County Health Department with low-income mothers of young children revealed barriers to accessing support services, even informal peer support. These barriers included being an English language learner, lack of transportation and child care and immigration status. Qualitative data from the 2018 Community Health Assessment confirmed these findings: "The cultural background of those providing services in the community often does not reflect those they are serving. In some instances, language and cultural differences are creating social isolation and limiting access to social services."

3a. Options / Advantages:

Peer support has been identified by community members as a potential solution to decreasing isolation and increasing the sense of community connectedness. Peer support has been demonstrated to be an effective method for delivering health care messages, improving families' access to appropriate health care and supporting mental well-being. This effort to increase peer support is part of a larger strategy to address the mental health needs of pregnant and parenting women that includes increasing screening and identification, increasing the number of mental health providers with perinatal mood disorder expertise and increasing awareness in the wider community.

3b. Cost savings:

Over 1 in 7 women will suffer from postpartum depression or anxiety nationally. This number is much higher for low-income women. In Washington State, is estimated that nearly 50% of women on Medicaid experience postpartum depression. The annual cost of not treating a mother with depression in lost income and productivity alone is \$7,200, according to Wilder Research. And the costs go up significantly when considering the impacts on the child.

4a. Outcomes:

- Increased access to peer support for Latina women in Bellingham and Nooksack/Everson.

4b. Measures:

Monday, February 25, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Community Health

Suppl ID # 2707

Fund 1

Cost Center

Originator: Patty Proctor

- Number of peer support meetings held monthly
- Number of attendees

5a. Other Departments/Agencies:

None

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

6. Funding Source:

Washington State Department of Children Youth and Families

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 2710

Fund 1

Cost Center 627216

Originator: Patty Proctor

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Group Health Momentum Grant Phase II

X Regina A Delacruz

2/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	(\$33,418)
	6320	Office & Op Supplies	\$1,040
	6610	Contractual Services	\$19,000
	6780	Travel-Educ/Training	\$6,467
	7110	Registration/Tuition	\$1,300
	Request Total		(\$5,611)

1a. Description of request:

We are requesting expenditure authority to contract for professional services to assist us with the design of a social marketing campaign aimed at increasing immunization rates in our community. The funding will also be used to support our immunization staff training and related travel to the national vaccinology conference. This renewed funding award of the Group Health Foundation Grant awarded will be utilized to promote disease prevention through supporting immunizations and related health promotion projects in Whatcom County.

1b. Primary customers:

Whatcom County children age 0-18 and their parents/guardians.

2. Problem to be solved:

The county has had lower immunization rates than the state average, and has experienced above average rates of measles, mumps and pertussis.

3a. Options / Advantages:

One of our department priorities is to engage the public with a desired result that people are safe and protected from disease; the projects included in this grant award will enable us to enhance work in this area by identifying effective messaging and materials to reach families with children under 18. Applying marketing principles to social causes is a newer approach to addressing complex health topics such as immunization hesitancy. Identifying low-cost evidence based strategies and messaging will help program staff create an infrastructure for an ongoing campaign to raise immunization rates. Program staff will review outcomes and determine if the interventions are effective prior to expanding.

3b. Cost savings:

Undetermined, intended results include decreased time out of school for children and decreased sick leave use by parents.

4a. Outcomes:

Improved immunization rates for Whatcom County children age 0-18, decreased sick days reported by participating schools, decrease outbreak response resources required by department and local healthcare providers.

4b. Measures:

2019-2020 program performance measures, grant work plan benchmarks.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 2710

Fund 1

Cost Center 627216

Originator: Patty Proctor

5a. Other Departments/Agencies:

Local dentists, elementary schools, birthing centers, WIC programs and childcares, primary care provider offices, Nurse Family Partnership

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

6. Funding Source:

Group Health Foundation Community Grant.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 2708

Fund 1

Cost Center

Originator: Patty Proctor

Year 1 2019

Add'l FTE ☐

Priority

1

Name of Request: Department of Health Microgrant

X 

2/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0491	Hlth Consolid Cont	(\$51,769)
	6320	Office & Op Supplies	\$15,000
	6510	Tools & Equip	\$2,500
	6610	Contractual Services	\$34,269
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority for contractual services and supplies/equipment to support our Syringe Services Program. Funding will also be used engage and train community partners and staff on best practices related to opioid use and the health barriers faced by drug users.

Department of Health Microgrants will be implemented to

- 1.Strengthen Community Engagement, Address Stigma, and Improve Access to Drug User Health Services by increasing access to sterile syringes.
- 2.Collaborate with community partners to engage people at high risk for HIV in strategies to decrease disease transmission.
- 3.This 2 part project will educate health department staff and volunteers who work with PWID about the barriers syringe exchange program participants face to stay healthy, maintain a high quality of life and maintain a negative HIV status. Education will include basic information about opioid use and harm reduction principles. The second part of the project, the used needle kiosk will provide a safe place for the disposal of used needles.

1b. Primary customers:

People at High Risk for HIV and other transmissible infectious diseases.

2. Problem to be solved:

- 1.The "Ends AIDS Washington" goals call for local health departments to engage with community partners to reduce the rate of new HIV infection and increase health outcomes for those living with HIV. We currently do not have sufficient capacity to provide comprehensive Syringe Service Program (SSP) to people who use drugs (PWUD).

3a. Options / Advantages:

This funding opportunity is an award from Washington State Department of Health and will allow us the resources to engage staff, clients and community partners in ways we would not be able to without the grant award.

3b. Cost savings:

Undetermined, we are preventing long range health care expenses for infections related to injection drug use and chronic Hepatitis C and HIV.

4a. Outcomes:

Success will be measured through grant reporting of outcomes

4b. Measures:

Monday, February 25, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 2708

Fund 1

Cost Center

Originator: Patty Proctor

Increased access to sterile syringes,

5a. Other Departments/Agencies:

Unity Care NW, Lifelong, WWU

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

6. Funding Source:

Washington State Department of Health, Consolidated Contract

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2699

Fund 1

Cost Center 1003512001

Originator: Jacque Korn

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: WASPC Traffic Safety Equipment Grant 2019

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.2062	Traffic Safety	(\$12,240)
	6510	Tools & Equip	\$12,240
	Request Total		\$0

1a. Description of request:

The Washington Association of Sheriff's & Police Chiefs (WASPC) approved a Traffic Safety Equipment Grant in the amount of \$12,240 to purchase traffic safety equipment: \$6,000 for 6 radars, \$2,400 for 6 rear antennas, and \$3,840 for field sobriety testing devices.

1b. Primary customers:

The Sheriff's Office and citizens of Whatcom County.

2. Problem to be solved:

Budget authority is needed to purchase traffic safety equipment authorized by WASPC and funded by Traffic Safety Equipment Grant.

3a. Options / Advantages:

Grant funds were awarded to purchase specific equipment listed in description 1a.

3b. Cost savings:

Cost savings of \$12,240.

4a. Outcomes:

Equipment received as a result of this grant will be used as part of the traffic safety program and will be distributed as part of the agency's commitment to traffic safety and active traffic enforcement. Purchase of this equipment will allow patrol units to increase their ability to enforce traffic violations.

4b. Measures:

Reports describing the use of the equipment and related enforcement activities will be submitted to WASPC by October 15, 2019.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Total estimated cost for purchase of this equipment is \$14,594. Federal funds of \$12,240 will be provided by the Washington Association of Sheriffs and Police Chiefs Traffic Safety Equipment Grant, and the remaining \$2,354 required for the purchase will come from existing Sheriff's Office budget.

The federal grant funds originate from the U.S. Department of Transportation, State and Community Highway Safety Program, CFDA #20.600.

WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS

3060 Willamette Drive NE Lacey, WA 98516 ~ Phone: (360) 486-2380 ~ Fax: (360) 486-2381 ~ Website: www.waspc.org

Serving the Law Enforcement Community and the Citizens of Washington



February 5, 2019

Traffic Sgt. Moyes
Whatcom County Sheriff's Office
311 Grand Ave
Bellingham, WA 98226

Dear Traffic Sgt. Moyes,

Thank you for applying for a WASPC Traffic Safety Equipment Grant. We are pleased to inform you that your agency has been approved to receive \$12,240.00 to purchase the following equipment: (6) Radars \$1,000.00 ea.; (6) Rear Antennas \$400.00 ea.; (8) FST's \$480.00 ea.

The Federal Identification number for this grant is **CFDA# 20.600**. Invoices must be submitted to WASPC no later than May 10, 2019. Any invoices not received by the deadline will not be reimbursed and the award money will be forfeited. **Please note: WASPC is responsible for the amount of your grant award only. Any expense in excess of the grant award must be paid by your agency.**

A report is required for the Traffic Safety Equipment Grant funds awarded to your department. The 2018-2019 Traffic Safety Equipment Grant reports are due by October 15, 2019. **Failure to report will result in denial of 2019 – 2020 grant funds.** Your agency is responsible for subscribing to the following commitments:

- Support statewide/national traffic safety initiatives, projects, and programs
- Report grant results to WASPC in a timely manner
- Subscribe and commit to aggressive traffic enforcement

Online report forms and A-19 reimbursement forms can be found at www.waspc.org/traffic-safety.

Thank you for your dedication to traffic safety in the State of Washington. If you have any questions, please contact Anastasia Raybon at (360) 486-2387 or araybon@waspc.org. If you would like more information regarding state or federal traffic safety grant funding, please contact the Washington Traffic Safety Commission at (360) 725-9896.

Sincerely,

Steve Strachan
Executive Director

President KEN THOMAS <i>Chief—Des Moines</i>	President Elect JOHN SNAZA <i>Sheriff—Thurston County</i>	Vice President CRAIG MEIDL <i>Chief—Spokane</i>	Past President BRIAN BURNETT <i>Sheriff—Chelan County</i>	Treasurer BRIAN WINTER <i>Sheriff—Yakima County</i>
STEVE CROWN <i>Chief—Wenatchee</i>	RONNIE ROBERTS <i>Chief—Olympia</i>	Executive Board GARY JENKINS <i>Chief—Pullman</i>	BILL BENEDICT <i>Sheriff—Clallam County</i>	MARK NELSON <i>Sheriff—Cowlitz County</i>
RICK SCOTT <i>Sheriff—Grays Harbor County</i>	MARK COUEY <i>Director—OIC Criminal Investigations Unit</i>	JOHN BATISTE <i>Chief—WA State Patrol</i>	RAY DUDA <i>SAC—FBI, Seattle</i>	STEVEN D. STRACHAN <i>Executive Director</i>

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2711

Fund 1

Cost Center 1003519002

Originator: Dawn Pierce

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: OCDETF DEA RL-19-0001

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4342.1013	Reimb Drug Enforcement	(\$2,500)
	6140	Overtime	\$2,500
	Request Total		\$0

1a. Description of request:

The U.S. Department of Justice Drug Enforcement Administration (DEA) authorized funding for the Whatcom County Sheriff's Office to participate in the Organized Crime Drug Enforcement Task Forces (OCDETF) and assist with the investigation and prosecution of major drug trafficking organizations. DEA will reimburse the Sheriff's Office for overtime of deputies engaged in these investigations.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

Budget authority is needed to use these funds for overtime of deputies to participate in the investigations.

3a. Options / Advantages:

Funds were authorized specifically for overtime on OCDETF investigations; they may not be used for any other purpose.

3b. Cost savings:

Cost savings of \$2,500.

4a. Outcomes:

Deputies assigned to assist in OCDETF investigations may perform a variety of duties: interviewing witnesses, conducting surveillance, performing undercover assignments, handling informant transportation and/or prisoner transportation, preparing and executing search and arrest warrants, serving subpoenas, assisting with trial preparation, and testifying at trials.

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

The U.S. Department of Justice Drug Enforcement Administration will provide \$2,500 from State and Local Overtime (SLOT) Funds.

Supplemental Budget Request

Status: Pending

Public Works

Engineering Bridge & Hydraulic

Suppl ID # 2702 Fund 108 Cost Center 917015 Originator: James Lee

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Ferry Terminal Structural Steel Repair Project

X

Department Head Signature (Required on Hard Copy Submission)

Date

2/27/19

Costs:	Object	Object Description	Amount Requested
	6630.595810	Professional Services	\$10,000
	7060.595810	Repairs & Maintenance	\$440,000
	Request Total		\$450,000

1a. Description of request:

This project consists of painting all of the steel structures on both the Lummi Island and Gooseberry Point Ferry Terminals as well as high-strength bolt replacement on the Lummi Island Terminal.

This project is shown on the 2019 Annual Construction Program as line item No. 33, CRP 917015, Ferry Terminal Painting and Structural Steel Repair Project. The Structural Steel Repair component of this project was completed in the summer of 2018 with the terminal painting component of the project scheduled for this coming summer. This request is to provide additional construction funds needed to complete the construction phase of the Ferry Terminal Painting Project. The increase in the engineer's estimate for this work is attributed to three main elements; the addition of lead-based paint health provisions, additional structural steel work and adjustments to reflect the current bidding climate for commercial painting projects of this nature. These three elements are discussed in more detail below.

Lead Health Protections

Both ferry terminals were built between 1981 and 1986 which was after the nationwide ban on lead-based paint. Previous testing at several locations on the terminals also indicates either no lead or levels below legal limits. However, after discussions with industry experts we have come to the conclusion that even with these factors, there is still the possibility that there could be lead at high concentrations somewhere on the terminals that we are not aware of. In the interest of worker safety and avoiding a costly change order that could impact the construction schedule if lead is discovered during the course of construction, we will require that the contractor approach the project as if there is lead in the paint. This will come at additional cost due to increased testing, worker protection measures, and potentially disposal costs.

Additional Structural Steel Work

During the Ferry Terminal Structural Steel Repair project in 2018 the contractor discovered several high-strength bolts that were inaccessible on the Lummi Island terminal. These bolts were covered by steel plates and were not shown on the terminal as-built drawings and consequently were not included in the scope of work for the structural steel repair project. There was not sufficient time to remove and replace these additional bolts during last year's construction during the ferry dry dock period so this work has been included in this year's terminal painting project.

Adjustment to reflect recent bids

After analyzing recently completed terminal painting projects at Washington State Ferries the construction cost estimate has been increased to reflect the bidding climate for commercial painting projects of this nature.

This supplemental budget requests an additional \$450,000 from the Road Fund.

Supplemental Budget Request

Status: Pending

Public Works

Engineering Bridge & Hydraulic

Suppl ID # 2702

Fund 108

Cost Center 917015

Originator: James Lee

1b. Primary customers:

General public and local residents of Lummi Island

2. Problem to be solved:

The existing paint system is deteriorated and the structural steel is beginning to corrode due to age and the effects of the harsh saltwater environment.

3a. Options / Advantages:

By protecting the structural steel from the elements, this painting project will significantly extend the life of the ferry terminals.

3b. Cost savings:

N/A

4a. Outcomes:

The project will be constructed during the summer of 2019 with heavy work during the September drydock window.

4b. Measures:

The project will be constructed and a new coating system will be painted.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Road Fund

Supplemental Budget Request Estimate

Ferry Terminal Painting and Structural Steel Repair, CRP 917015				
	2018 Expenditures	2019 Approved Budget	Requested Additional Expenditure Authority	New Estimated Project Total
Construction Contract	\$370,511	\$450,000	\$440,000	\$1,260,511
Consultant CE	\$38,000	\$45,000	\$0	\$83,000
Whatcom County CE	\$53,194	\$150,000	\$0	\$203,194
CE Testing	-	\$5,000	\$10,000	\$15,000
Totals	\$461,705	\$650,000	\$450,000	\$1,561,705

Note: 2018 Expenditures includes construction of the Ferry Terminal Structural Steel Repair Project and some preliminary engineering costs for the Ferry Terminal Painting Project

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2703

Fund 124

Cost Center 124117

Originator: Patty Proctor

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: GRACE Program

X

Regina A. Delacruz

2/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4346.4002	NSMHA Medicaid Admin	(\$249,927)
	6610	Contractual Services	\$207,426
	8351	Operating Transfer Out	\$42,501
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority to use State and Medicaid funds to support the Whatcom GRACE (Ground-level Response and Coordinated Engagement) program, which will provide intensive outreach services to individuals with complex health conditions.

1b. Primary customers:

Primary customers are Whatcom county residents who are GRACE participants. GRACE participants are individuals who utilize at a high frequency the crisis response systems (both law enforcement and EMS) as well as the hospital emergency department.

2. Problem to be solved:

Individuals who demonstrate a high utilization of crisis response systems rarely use these systems appropriately or effectively. Their complex health care needs, including behavioral health needs, are not addressed in a comprehensive manner. These individuals typically require a team of professionals that can provide intensive services in a pre-planned and coordinated manner, focused on reducing inappropriate use of crisis services (including the jail), while promoting their health and well-being. The GRACE program will serve these individuals

3a. Options / Advantages:

The Whatcom GRACE program will provide intensive services to identified individuals in a team-based approach. Team members will provide outreach, engagement, and comprehensive services to meet the complex needs of individuals who are high utilizers of crisis response systems. Shared care plans will be followed to ensure coordinated services and ongoing support to these individuals are delivered, which will reduce the cost and burden to the community's crisis response systems.

3b. Cost savings:

The county will realize savings by reducing the frequency of use of the crisis system by GRACE participants.

4a. Outcomes:

The GRACE program will be fully operational.

4b. Measures:

Reduction in ED and EMS utilization and jail bookings by GRACE participants

5a. Other Departments/Agencies:

None

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

Monday, February 25, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2703 : **Fund** 124 **Cost Center** 124117 **Originator:** Patty Proctor

Washington State Health Care Authority will use Medicaid and state dollars via the North Sound Behavioral Health Organization.

6. Funding Source:

Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2706

Fund 140

Cost Center 140100

Originator: Patty Proctor

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Solid Waste Facilities Improvements

X 

Department Head Signature (Required on Hard Copy Submission)

2/25/19

Date

Costs:	Object	Object Description	Amount Requested
	7350	Buildings & Structures	\$75,000
	8351	Operating Transfer Out	\$10,000
	Request Total		\$85,000

1a. Description of request:

We are requesting expenditure authority for improvements at the county owned Point Roberts and Birch Bay- Lynden Road solid waste drop box facilities. Improvements include mobile office trailer replacement at the Point Roberts facility and fencing and gate installation at the Birch Bay-Lynden facility. These expenditures were approved by Council and included in our 2018 budget. Permitting issues delayed the start of the work until 2019 necessitating this 2019 supplemental request.

1b. Primary customers:

Residents of Whatcom County.

2. Problem to be solved:

Outdated facility requires improvements for safety and efficiency.

3a. Options / Advantages:

Improvements to County owned solid waste handling facilities will make them safer and result in more effective use by the county residents.

3b. Cost savings:

Unknown.

4a. Outcomes:

County owned solid waste handling facilities will be safer and more effectively utilized by the county residents.

4b. Measures:

Improvements completed.

5a. Other Departments/Agencies:

None

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

6. Funding Source:

Solid waste excise tax.

Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2705

Fund 140

Cost Center 140101

Originator: Patty Proctor

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Point Roberts Solid Waste Collection

X 

2/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4343.7010	Garbage Collection Fee	(\$475,000)
	6610	Contractual Services	\$475,000
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority to pay the Point Roberts solid waste contractor for solid waste curbside collection services in Point Roberts. The Point Roberts solid waste curbside collection fee is included on the annual County property tax statement. The County then provides payment to the contractor, as invoiced for services on a bimonthly basis.

1b. Primary customers:

Residents of Point Roberts.

2. Problem to be solved:

Point Roberts' solid waste collection system has high operating costs and low economy of scale due to small population and high seasonal occupancy. This has resulted in difficulty maintaining a viable service provider in the area.

3a. Options / Advantages:

Collection of the fee for service on the annual property tax bill with subsequent remittance to the service provider ensures a stable solid waste collection system.

3b. Cost savings:

Unknown.

4a. Outcomes:

Protection of human health and the environment through provision of high levels of cost effective service in an area that has high operating costs and low economy of scale.

4b. Measures:

Curbside collection of solid waste completed in accordance with WUTC requirements.

5a. Other Departments/Agencies:

None.

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

6. Funding Source:

The funding source for this request is the fee for service, as approved by the Washington Utilities and Transportation Commission (WUTC), as collected on the annual property tax bills from owners of Point Roberts single family residential dwellings, at the WUTC approved rates.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2709

Fund 141

Cost Center 14100

Originator: T. Helms

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Increased Tourism Projects 2019

X

Department Head Signature (Required on Hard Copy Submission)

Date

2/25/19

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$35,000
	Request Total		\$35,000

1a. Description of request:

In the fall of 2018, the Lodging Tax Advisory Committee (LTAC) held a a meeting to review 2019 funding applications and determine 2019 funding allocations. After careful review and consideration fo the applications and presenation, the LTAC unanimously approved funding awards (with a 5% contingency) in the amount of \$735,184.

In February 2019, the Lodging Tax Advisory Committee met to reivew and deliberate on new funding proposals submitted for consideration.

1. Bellingham Whatcom County Tourism requested the re-allocation of unspent funding for the Wayfinding project. This will allow the Tourism Bureau to finalize the first phase of the project within the funding allocation made in 2017 and re-appropriated in 2018. A budget supplemental is required to utlizing the remaining \$21,019 as budgeted in 2017. The LTAC recommended approval to complete phase I of the Wayfinding project.
2. The Ferndale Chamber re-submitted their 2019 application for support of the Visitor Center. Funding was recommended for a total of \$12,000 consistent with years past in support of the Visitor Center operations. The budgeted contingency will be used for this.
3. A proposal for an Event Center Feasibility Study was made. The Committee recommended up to \$20k towards the study when, and if, funding is needed beyond the City of Bellingham contribution of \$40k.
4. The Birch Bay Chamber of Commerce submitted an application in the amount of \$25k in support of the Fan Fest event taking place this summer. Birch Bay was selected to host this event that traditionally draws in upwards of 15,000 people. Funding was recommended for \$12,500.

The Lodging Tax Advisory Committee recommended approval of reduced funding for the four projects utilizing the authorized contingency of \$35k and requesting an additional \$35k in supplemental Lodging Tax funding to support these projects designed to promote tourism as authorized through RCW 67.28.1816.

1b. Primary customers:

Whatcom County Residents and the tourism industry

2. Problem to be solved:

Based on projected revenue the 2019 lodging tax budget was approved for \$735,000. This recommendation increases funding in the amount of \$35,000 and will support greater tourism opportunity which will ultimately benefit the community at large as well as the Lodging Tax Fund.

Tuesday, February 26, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2709

Fund 141

Cost Center 14100

Originator: T. Helms

3a. Options / Advantages:

Reduce the funding awards. Increased revenue allows for greater tourism opportunities. Funding allocations have been reduced in preparation for the Bellingham annexation.

3b. Cost savings:

n/a

4a. Outcomes:

Funding will increase tourism through expanded programming and new offerings.

4b. Measures:

Each Lodging Tax Funding recipient is responsible for submitting year end reporting that includes number of tourists attracted to their events. How may paid for lodging and the distance they traveled.

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

Lodging Tax Fund.

Supplemental Budget Request

Status: Pending

Parks & Recreation

32606

Suppl ID # 2701

Fund 326

Cost Center 17001

Originator: Christ Thomsen

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Plantation Indoor Range HVAC and Roof Replacement

X

Department Head Signature (Required on Hard Copy Submission)

2-22-19

Date

Costs:

Object	Object Description	Amount Requested
4334.0271	RCO Grant	(\$294,400)
7350	Buildings & Structures	\$836,000
Request Total		\$541,600

1a. Description of request:

This request is for reallocation of unspent funds from 2018 and appropriates funds for use in 2019. This project has languished from when the Washington State Legislature did not fund capital programs when they adopted the 2017/2019 state budget. Funds were appropriated for the project in 2018 by Washington State Recreation and Conservation Office and Whatcom County. Due to grant contract adjustments and other factors the project was not completed in 2018 and spending authority expired.

This project replaces the Plantation Indoor Range ventilation system with a modern system designed to accommodate today's environmental health requirements and the shooting public's needs. It also provides for the replacement of the indoor range roof.

1b. Primary customers:

Visitors to the Plantation Range and contracted Law Enforcement and education agencies and are the primary customers of this project. The Range served over 16,000 recreational shooters annually and was host to 294 law enforcement and education agency training days in 2018. Range revenue for 2018 was \$259,932.

2. Problem to be solved:

The project scope is to remove and replace the existing HVAC system for the Indoor Range. The system filters airborne lead and other particulates from the indoor shooting range as well as providing heating for the indoor range. The existing HVAC system was installed in 1983; making 36 years old. The system has had frequent breakdowns and is inefficient. The range cannot be used without a functioning HVAC system.

During the design phase of the project, it was discovered that the roof would need to be replaced to support installation of the new HVAC unit and associated ducting structure. The Indoor Range roof was last replaced in 1995. Membrane roofing of the type installed has a typical life expectancy of 15 years. With care and maintenance, this roof has lasted 24 years. The roof is showing its age through leaks and other problems. In addition to supporting the HVAC retrofit activities, roof replacement is necessary to protect the integrity of the building envelope. Roughly 3100 square feet of asbestos containing roof material will be abated as part of the roof replacement.

3a. Options / Advantages:

Numerous options were considered. These options have been distilled into three primary alternatives:

The first is to replace the existing HVAC system and roof. This allows the County to continue to operate the Plantation Indoor Range. This option is the current proposal and preferred as it provides for continuation of an existing service level and preserves county infrastructure.

Thursday, February 21, 2019

Rpt: Rpt Suppl Regular

Parks & Recreation*Suppl ID #* 2701**Fund** 326**Cost Center** 17001**Originator:** Christ Thomsen

The second option considered is to replace the roof only and operate the indoor range until the HVAC system fails. As which point, the indoor range would be closed for use. This option was rejected because it reduces service level and fails to adequately maintain existing assets.

The third option is to forego the project work and mothball the indoor range. This option was rejected because it reduces service level and fails to adequately maintain existing assets.

3b. Cost savings:

It is anticipated that there will be a reduction in energy costs due to increased energy efficiency. Energy savings are somewhat difficult to quantify at this time due to the differences in system design and scope.

It is also anticipated there will be cost savings associated with supplies and labor required to maintain the system. Currently, because the HVAC system is roof mounted, two or more employees are required onsite when maintaining or servicing the unit. The new system will be installed at ground level and will require fewer employees during maintenance and service activities. Additionally, the new system includes monitoring equipment that indicates when particular services are required; such as, filter media replacement. This means maintenance move from a set schedule whether it is needed or not to an on demand program.

4a. Outcomes:

The Plantation Indoor Range HVAC system and roof are replaced by December 15, 2019.

4b. Measures:

Installation of the HVAC system is complete and the roof has been replaced.

Construction services are to be provided through contract. These services monitor asbestos and lead abatement activities to certify abatement is complete, monitor construction activities to provide quality assurance, and to certify that the HVAC system functions to performance specifications.

5a. Other Departments/Agencies:

Whatcom Planning and Development Services is responsible for issuing permits for this project.

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

Planning and Development Services permitting staff, as assigned to the project by Planning and Development Services.

6. Funding Source:

REET I Funds: \$541,600

Washington State Recreation and Conservation Office grant funds: \$294,400.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-158

File ID:	AB2019-158	Version:	1	Status:	Scheduled for Introduction
File Created:	02/28/2019	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Resolution		
First Assigned to:	Council				
Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	03/26/2019

TITLE FOR AGENDA ITEM:

Resolution and Public Hearing regarding support for a Community Development Block Grant funding application

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Whatcom County Council in the Council Chambers, Whatcom County Courthouse, 311 Grand Avenue, Bellingham, on Tuesday, March 26, 2019 at 7:00 p.m. The purpose of the public hearing is to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities, particularly from lower income persons residing in Whatcom County. \$129,122 is proposed to be available annually to Whatcom, Skagit and Island Counties, through the Opportunity Council, to fund public services that principally benefit low- and moderate-income persons. Comments on the county's and Opportunity Council's past performance and use of their 2018 CDBG Public Services Grant will also be received. A Resolution will be reviewed, which would authorize the County Executive to submit an application to the State of Washington for this funding. The draft grant application, including an overview of the proposed public services, will be available for review at the Whatcom County Executive's office, Suite 108, 311 Grand Avenue, Bellingham, after April 5, 2019. Comments may also be submitted in writing to the Whatcom County Council until the public hearing has been closed.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo-CDBG grant details.pdf, Resolution CDBG app Mar2019.pdf

Final Action:

Enactment Date:

Enactment #:

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**


County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082



Jack Louws
County Executive

MEMORANDUM

To: Whatcom County Council Members
From: Jack Louws, County Executive
Subject: CDBG Grant Application for 2019 Public Services Grant
Date: March 1, 2019

A handwritten signature in blue ink, appearing to be "J. Louws", is written over the "Subject" and "Date" lines of the memorandum header.

We have been contacted by the Opportunity Council (OC) regarding acting as the lead agency to apply for a grant from Washington State Department of Commerce. The 2019 Public Services (Formula) Grant supports new or expanded direct services for persons with low and moderate incomes in the Whatcom, Skagit and Island County area.

Through a subrecipient agreement with the County, OC will administer this grant and oversee the distribution of services. The public services grant amount allocated to the tri-county area is \$129,122.

I am supporting this application and recommending to the Council that it be submitted to Washington State Department of Commerce. As part of the application process, we are required to conduct a public hearing in order to receive public input on the use of CDBG funds and to inform the public on the nature of this and other CDBG funding opportunities. As lead agency for this pass-through grant, the County Council is required to sign a Resolution in support of the application. We have drafted the Resolution per CDBG guidelines and it is attached.

Thank you for your consideration of this matter. If you have any questions, please don't hesitate to contact me.

/Enclosures

Community Development Block Grant

Strengthening rural communities through projects that benefit low- and moderate-income persons

GENERAL PURPOSE GRANTS

\$10,000,000

For planning or construction of public infrastructure, community facilities, affordable housing, and economic development projects.

Competitive. Maximum grant up to \$750,000 based on project type. Application materials available in March and due in June.

ECONOMIC OPPORTUNITY GRANTS

\$300,000

For state and local priority projects resulting in economic resilience and development in rural communities through grant or grant-to-loan assistance.

Competitive. Applications accepted throughout the year on a fund available basis.

HOUSING ENHANCEMENT GRANTS

\$200,000

For off-site infrastructure or the community facility component of a state Housing Trust Fund project.

Competitive. Maximum grant is generally \$200,000. Initial CDBG Housing Enhancement Grant application forms are submitted with a HTF Stage 2 application.

PUBLIC SERVICES GRANTS

\$1,500,000

For 17 counties and community action agencies to fund new or expanded services for lower income persons.

Allocated by formula based on population and poverty. Application materials available February and due in April.

HUD NATIONAL OBJECTIVES

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

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

Funding is contingent on approval of the state's 2019 Action Plan and CDBG allocation by the US Department of Housing & Urban Development.

OUR CORE PURPOSE

Grow and improve jobs in Washington State by championing thriving communities, a prosperous economy, and suitable infrastructure.

PROGRAM CONTACT

Kaaren Roe
Section Manager
Local Government Division
360.725.3018
kaaren.roe@commerce.wa.gov

ELIGIBILITY GUIDELINES:

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

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

1011 Plum Street SE, Olympia, WA 98504
<http://www.commerce.wa.gov/cdbg>

11/02/18

Attachment #1 – Scope of Work & Budget

SCOPE OF WORK

A. Service Programs

NOTE: List the specific public service activities from the CDBG application's Project Description & Low- and Moderate-Income Benefit Table, or reference the CDBG application's Project Description & Low- and Moderate-Income Benefit Table.

CDBG Whatcom Narrative:

In Whatcom County, CDBG funds will support services and activities in East Whatcom County, a region of Whatcom County that includes many low-income residents in a geographically remote and underserved rural community. Services will be provided and coordinated by Opportunity Council information and referral specialist at the East Whatcom Regional Resource Center. The primary activities will be connecting low to moderate income community members with services including early childhood education, food resources, and energy assistance programs.

CDBG Island County Narrative:

In Island County, CDBG funds will increase capacity to serve low-income households including housing support services. This funding supports current homeless housing and prevention screening, qualifying and enrolling clients in services such as Basic Food and other supportive programs. This service center, located in Oak Harbor, will also engage and refer to other local service providers to serve homeless, veterans and those with mental health and chemical dependency issues.

CDBG San Juan Narrative:

CDBG Public Services grant will provide support to the three Community Resource Centers on San Juan, Orcas and Lopez Islands in San Juan County. The geography and limited transportation systems in San Juan County create a significant challenge in providing services to low-income households. The Community Resource Centers are the conduit that connects people to services on each of the islands and the mainland as well. Opportunity Council will contract for information and referral services with each Community Resource Center so residents can access housing, food, energy assistance, and employment opportunities.

2019-20 CDBG Public Services Grant Budget

Cost Categories	Amount
Staffing	\$101,488.00
Goods & services	\$12,001.00
Travel	\$1,798.00
Indirect	\$13,835.00
TOTAL	\$129,122.00

SPONSORED BY: Consent

PROPOSED BY: Executive

INTRODUCTION DATE: 3/12/19

RESOLUTION NO. _____

APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

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

WHEREAS, Whatcom County has identified a community development and housing priority need for which to seek CDBG funding and is preparing to submit an application to the State Department of Commerce for funding assistance; and

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

NOW, THEREFORE, be it resolved that Whatcom County authorizes submission of the following application to the state Department of Commerce: a request for up to \$129,122 and any amended amounts to fund public service activities in coordination with the Opportunity Council, and certifies that, if funded, it:

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

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

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

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

Has provided technical assistance to citizens and groups representative of low- and moderate-income persons that request assistance in developing proposals;

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

Will conduct and administer its program in conformance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, will affirmatively further fair housing (Title VIII of the Civil Rights Act of 1968); and

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

Certifies to meeting the National Environmental Policy Act (NEPA) through a determination the CDBG-funded public services will not have a physical impact or result in any physical changes and are exempt under 24 CFR 58.34(a), and are not applicable to the other requirements under 24 CFR 58.6; and are categorically exempt under the State Environmental Policy Act (SEPA) per WAC 197-11-305 (2); and

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

APPROVED this _____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

APPROVED AS TO FORM:



Civil Deputy Prosecutor



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2019-159

File ID:	AB2019-159	Version:	1	Status:	Scheduled for Introduction
File Created:	03/04/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Resolution		
First Assigned to: Council					
Agenda Date:	03/12/2019	Next Mtg. Date:		Hearing Date:	

TITLE FOR AGENDA ITEM:

Resolution requesting Council authorization of the release of covenants on the property known as the Playground Tract, Bennett Hill supplemental

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution requesting Council authorization of the release of covenants on the property known as the Playground Tract, Bennett Hill supplemental

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo Release of Covenant.pdf, Resolution for Release of Covenant.pdf, ltr to Christopher Quinn 2-19-19 (2) (2).pdf

Final Action:
Enactment Date:
Enactment #:

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082



Jack Louws
County Executive

MEMO:

TO: Whatcom County Council

DATE: March 4, 2019

FROM: Tyler Schroeder, Deputy Executive

RE: Release of Covenant –Playground Tract, Bennett Hill Supplemental

Requested Action:

Council consideration and approval of the Resolution for the Release of Covenant on the property known as the Playground Tract, Bennett Hill Supplemental.

Background and Purpose:

On December 19, 2018 I had the opportunity to meet with representatives of the Bellingham School District and others to discuss their proposal to release a 1955 covenant that restricts the use of a small portion of the Alderwood Elementary School property to a "playground" for public use.

The School District is requesting the release of this covenant to allow them to construct a new elementary school. A new modern playground will also be constructed for school district use during the school day and public use during non-school hours. This is consistent with the shared vision of the County and the District and is mutually beneficial.

For additional details on the School District's proposed release of covenant I have attached a letter outlining the request from Phillip Sharpe, representing the District. The School District will be present to discuss this proposal in a committee meeting or at the public hearing, as appropriate.

If you should have any questions regarding this resolution please contact me at X5207.

PROPOSED BY: Executive

INTRODUCTION DATE: March 12, 2019

RESOLUTION NO. _____

**AUTHORIZING THE RELEASE OF COVENANTS ON THE PROPERTY
KNOWN AS THE PLAYGROUND TRACT, BENNETT HILL SUPPLEMENTAL**

WHEREAS, Bellingham School District No. 501 ("District"), a political subdivision pursuant to RCW 28A.315.005, seeks to build a new elementary school on property owned by the Bellingham School District; and

WHEREAS, the District's property is encumbered by a covenant that limits development of a portion of this lot, and that said covenant limiting development may only be enforced by Whatcom County; and

WHEREAS, said covenant, recorded in 1955, sought to preserve a portion of the Bellingham School District's property for County public use; and

WHEREAS, this covenant constitutes a property interest held by the County for purposes of RCW 39.33;

WHEREAS, the County is satisfied the reasons underlying that certain covenant reserved in statutory warranty deed dated August 5, 1955, between Whatcom County and Bellingham School District No. 501, no longer exists, and the county's interest will be enhanced through the building of a new elementary school and development of the lot; and

WHEREAS, the portion of land designated as "Playground" and reserved by covenant to the public in the deed, together with abutting "Service Ways" 20 feet in width and passageways between Lots 8 and 9 and Lots 24 and 25 connecting said playground area with Redwood Avenue and Alderwood Street respectively, all located in Block 5, "Bennett Hill Supplemental" Whatcom, will best serve Whatcom County as the site for the development of a new elementary school and playground; and

WHEREAS, RCW 36.34.130 authorizes the County Council to dispose of property, including property rights, to another governmental agency by means of private negotiation and upon such terms as may be agreed upon and for such consideration as may be deemed adequate by the Council; and

WHEREAS, RCW 43.09.210 requires a transferring government to receive full value for the transfer of property; and that full value has a flexible meaning depending on the nature of the transfer and other surrounding circumstances; and

WHEREAS, “value” received for the transfer is not limited to monetary consideration and can include other forms of consideration as agreed upon by the parties; and

WHEREAS, the Bellingham School District has agreed to construct a playground suited to the needs of the school, maintain it, and make it available for public use during non-school hours as long as the District is using any portion of the Playground Tract to house a school; and

WHEREAS, the release of the Covenant will benefit the general public with the construction of a new elementary school serving the needs of the Alderwood Elementary School community and will result in the construction of a modern playground on the school site for use by students and the general public which is consistent with the shared vision of the District and the County; and

WHEREAS, the County will receive full value, in the form of greater public benefits than it enjoyed under the 1955 covenant.

NOW, THEREFORE, BE IT RESOLVED that the County Council authorizes the Release of Covenant as described in Exhibit A, “Release of Covenant” to allow for the construction of a new elementary school and modern playground.

APPROVED this _____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

APPROVED as to form:



Civil Deputy Prosecutor

Exhibit A

Document Title: Release of Covenant
Reference Number of Related Documents: AF 801003
Grantor: Whatcom County
Grantee: Bellingham School District No. 501
Legal Description: Playground Tract, Bennett Hill Supplemental, S8, T38N, R2E W.M.
Assessor's Tax Parcel Number: 380214 089120 0000

RELEASE OF COVENANT

WHATCOM COUNTY, being satisfied that the reasons underlying that certain covenant reserved in statutory warranty deed dated August 5, 1955, between Whatcom County and Bellingham School District No. 501, filed under Whatcom County Auditor's File No. 801003, no longer exists and for and in consideration of mutual benefits Grantor hereby releases the following described property from said covenant:

That tract of land designated as "Playground" which was dedicated to the public as Public Playground, together with abutting "Service Ways" 20 feet in width and passageways between Lots 8 and 9 and Lots 24 and 25 connecting said playground area with Redwood Avenue and Alderwood Street respectively, all located in Block 5, "Bennett Hill Supplemental" Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, Page 24, in the Auditor's office of said County and State.

WHATCOM COUNTY

Jack Louws County Executive

Date: _____

RELEASE OF COVENANT

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

Approved as to form:
Prosecuting Attorney's Office

Date: _____

Christopher Quinn, Senior Deputy
Prosecuting Attorney – Civil Division

STATE OF WASHINGTON)
):ss
COUNTY OF WHATCOM)

On this _____ day of _____ 2019, before me personally appeared

Jack Louws _____, to me known to be the Executive of Whatcom County, a
Municipal Corporation that executed the within and foregoing instrument, and
acknowledged said instrument to be the free and voluntary act and deed of Whatcom
County, for the uses and purposes herein mentioned, and on oath stated that he was
authorized to execute said instrument on behalf of Whatcom County.

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

Notary Public in and for the State of Washington
Residing at _____
My commission expires _____

Page 2 of 2 Pages

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

■
ADELSTEIN, SHARPE & SERKA LLP
■ ATTORNEYS AT LAW ■

STEVEN P. ADELSTEIN
PHILIP E. SHARPE, JR.
PHILIP A. SERKA
JEFFREY P. FAIRCHILD
MITCHELL G. FABER
IVAN M. STONER
IAN MCCURDY
JAMES T. HULBERT
PATRICK E. BYRNES

February 19, 2019

Christopher Quinn
Whatcom County Prosecutor's Office
311 Grand Avenue
Bellingham, WA 98225

Re: Playground Tract – Bennett Hill Supplemental

Dear Chris:

I write in follow-up to a meeting you and I attended on December 19, 2018 with Tyler Schroeder and Ron Cowan where we discussed the possibility of the Bellingham School District ("District") obtaining a release of the 1955 covenant encumbering title to the above-referenced property owned by it. The issue, as you may recall, is how to fulfill the requirement that the transferring government – in this case, the County – receive full value for the reserved rights held by it. This letter outlines the basis upon which the District would propose that the transfer occur.

As you know, the Playground Tract is essentially a triangular shaped parcel of property surrounded by platted lots fronting Alderwood Avenue on the north, Hollywood Avenue on the west and Redwood Avenue on the south. The attached map entitled "2018 Existing Conditions Exhibit Map" depicts the Playground Tract and surrounding lots. As you can see from the map, the District owns all of the lots abutting Redwood Avenue and Hollywood Avenue, with the exception of two which are in private ownership.

As the map reveals, the overwhelming majority of the Alderwood Elementary School building is located on the District's property lying west of the Playground Tract. It is the District's plan to construct the new elementary school on the site while the existing school remains in use. Once the new school is completed, the existing building will be demolished. The District has followed this model when replacing Shuksan Middle School, Happy Valley Elementary and, most recently, Sehome High School. This is the preferred option because it makes it possible for the entire school "family" (students, teachers, counselors, parents/guardians, etc.) to remain together to preserve the school's identity and culture. It also spares the District relocation costs and offers rich learning opportunities for students to observe construction of their new school while participating in special milestones during the construction process. In this particular instance, this is the only practical model because the District lacks capacity at its other elementary schools to house the 300+ Alderwood students who would otherwise need

to be relocated while the new school is under construction. This model will only work if the District is able to make full use of the Playground Tract to site the new school.

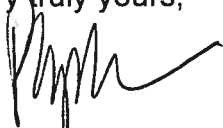
The District would propose that the covenant be released. In exchange, the District will agree to construct a playground suited to the needs of the school, maintain it and make it available for public use during non-school hours as long as the District is using any portion of the Playground Tract to house a school.

In addition to the advantages described above, this proposal will benefit the general public in three ways. First, it will result in a new elementary school which will better serve the needs of the Alderwood Elementary School family. Second, it will result in construction of a modern playground on the school site for use by students during school hours and by the general public during non-school hours. Third, it will enhance the neighborhood in a variety of ways too numerous to mention.

In the District's mind, this proposal is in keeping with the shared vision of the County and the District to make wise use of public resources to improve the lives of our citizenry and, most importantly, the education of our children. The District would be happy to discuss this matter further with you and is hopeful that it can be resolved in the near future so that design and development of the new elementary school can proceed as quickly as possible.

If you have questions or comments, please do not hesitate to contact me. Thank you for your consideration.

Very truly yours,



Philip E. Sharpe, Jr.

PES:kms

Enclosure

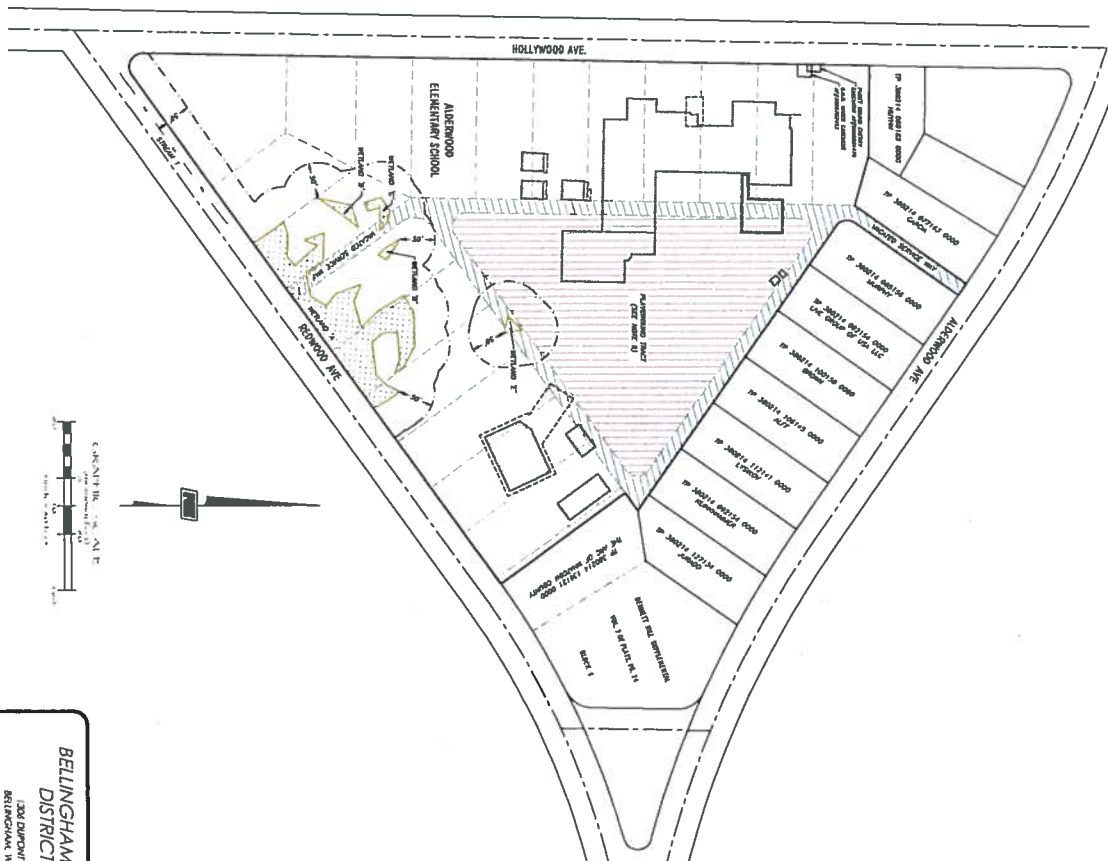
cc: client

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2018 EXISTING CONDITIONS EXHIBIT MAP

STATE IN A PORTION OF THE W 1/2 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 20 NORTH
RANGE 3 EAST, WYAT. IN MARICOPA COUNTY, ARIZONA



BELLINGHAM SCHOOL DISTRICT #501

1000 DOW CITY STREET
BERINGHAM, WA 98225

EXISTING CONDITIONS
ALDERWOOD ELEMENTARY SCHOOL

JOB #: 2018199

DATE: 9/21/2012



LEGEND

- RETLAND SWITCH (20 FEET)
- RETLAND AREA
- PLANTING TRACT
- SERVICE BAY AREA

PARCEL DESCRIPTION[illegible]

SURVEY NOTES

- [illegible]