

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 APRIL 9, 2019

**INCLUDES AGENDAS
FOR THE FOLLOWING MEETINGS:**

NATURAL RESOURCES COMMITTEE (9:30 A.M.)

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

COMMITTEE OF THE WHOLE (1:30 P.M.)

PLANNING AND DEVELOPMENT COMMITTEE (2:00 P.M.)

COUNCIL MEETING (7 P.M.)

UPCOMING MEETINGS AND EVENTS:

APRIL 16, 2019

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

APRIL 23, 2019

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

MAY 7, 2019

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

**PLEASE VISIT THE COUNCIL'S NEW LEGISLATIVE INFORMATION CENTER
TO ACCESS ALL COUNCIL MEETING-RELATED INFORMATION**

COMMITTEE AGENDAS

NATURAL RESOURCES COMMITTEE

Members: Barry Buchanan, Todd Donovan, Satpal Sidhu

9:30 a.m. Tuesday, April 9, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Special Presentation

1. AB2019-217 Report on Silver Lake Park renovation project
Page 1

Committee Discussion and Recommendation to Council

1. AB2019-216 Resolution supporting funding for Stewardship Forester positions in the Department of Natural Resources Small Forest Landowner Office
Pages 2 - 3

Other Business

Adjourn

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

Members: Tyler Byrd, Carol Frazey, Satpal Sidhu

11 a.m. Tuesday, April 9, 2019

Council Chambers, 311 Grand Avenue

Call To Order

County Executive's Report

Committee Discussion and Recommendation to Council

1. AB2019-189 Request authorization for the County Executive to enter into a contract between Whatcom County and Pacific CM LLC for material sample collection, on-site material inspection, on-site construction inspection, concrete testing, hot mix asphalt (HMA), aggregates and other construction materials, for various projects, in the amount not to exceed \$200,000
Pages 4 - 30
2. AB2019-187 Ordinance amending Whatcom County Code Chapter 2.128, Business and Commerce Advisory Committee, to amend membership
Pages 31 - 34
3. AB2019-176 Ordinance amending the Ferry System Petty Cash Revolving Fund from \$1800 to \$3300
Pages 35 - 38
4. AB2019-184 Ordinance amending the project budget for the East Whatcom Regional Resource Center Expansion project, in the amount of \$115,000
Pages 39 - 41

Council "Consent Agenda" Items

1. AB2019-173 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Parks and Recreation Commission for annual Recreational Boating Safety Federal Financial Assistance Grant, in the amount of \$15,392.75 and requiring local match of \$27,617.31
Pages 42 - 50

2. AB2019-185 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Code Publishing Co. to increase compensation to an amended total amount of \$63,412
Pages 51 - 55
3. AB2019-195 Request authorization for the County Executive to enter into a contract between Whatcom County and Cascadia Law Group, PLLC to develop specific text amendments to the Whatcom County Comprehensive Plan and Whatcom County Code (WCC) that implement and are consistent with the provisions of Resolution No. 2019-004
Pages 56 - 70
4. AB2019-206 Request approval for the County Executive to award RFP #19-12, and authorization to enter into a 36-month lease with Marple Fleet Leasing for leasing four vehicles for the Sheriff's Office, in the amount of \$71,704.12
Pages 71 - 75

Other Business

Adjourn

COMMITTEE OF THE WHOLE

1:30 p.m. Tuesday, April 9, 2019

Council Conference Room, 311 Grand Avenue

Call To Order

Committee Discussion

1. AB2019-212 Update on negotiations and planning strategy discussion regarding collective Bargaining [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.140 (4) (a)]
Page 76

Other Business

Adjourn

PLANNING AND DEVELOPMENT COMMITTEE

Members: Barbara Brenner, Tyler Byrd, Todd Donovan

2 p.m. Tuesday, April 9, 2019

Council Chambers, 311 Grand Avenue

Call To Order

Committee Discussion

1. AB2019-208 Discussion of a proposed ordinance adopting amendments to WCC Title 20 Zoning, amending the lot coverage limits for public community facilities in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts (related ordinance to be introduced this evening under AB2019-207)
Pages 77 - 86

Other Business

Adjourn

COUNCIL AGENDA

REGULAR COUNCIL MEETING
7 p.m. Tuesday, April 9, 2019
Council Chambers, 311 Grand Avenue

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. MIN2019-030 Joint Meeting with Skagit and San Juan Counties on February 5, 2019
Pages 87 - 92
2. MIN2019-031 Regular County Council for March 26, 2019
Pages 93 - 101

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. AB2019-183 Ordinance amending Whatcom County Code Section 1.14, correcting certain precinct boundary lines and precinct maps (second amendment)
Pages 102 - 111

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.

CONSENT AGENDA

Items under this section of the agenda may be considered in a single motion. Councilmembers have received and studied background material on all items. Committee review has taken place on these items, as indicated. Any member of the public, administrative staff, or council may ask that an item be considered separately.

(From Council Finance and Administrative Services Committee)

1. AB2019-173 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Parks and Recreation Commission for annual Recreational Boating Safety Federal Financial Assistance Grant, in the amount of \$15,392.75 and requiring local match of \$27,617.31
Pages 42 - 50
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Pages 56 - 70
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Pages 71 - 75

OTHER ITEMS

(From Council Natural Resources Committee)

1. AB2019-216 Resolution supporting funding for Stewardship Forester positions in the Department of Natural Resources Small Forest Landowner Office
Pages 2 - 3

(From Council Finance and Administrative Services Committee)

2. AB2019-176 Ordinance amending the Ferry System Petty Cash Revolving Fund from \$1800 to \$3300
Pages 35 - 38
3. AB2019-184 Ordinance amending the project budget for the East Whatcom Regional Resource Center Expansion project, in the amount of \$115,000
Pages 39 - 41
4. AB2019-187 Ordinance amending Whatcom County Code Chapter 2.128, Business and Commerce Advisory Committee, to amend membership
Pages 31 - 34
5. AB2019-189 Request authorization for the County Executive to enter into a contract between Whatcom County and Pacific CM LLC for material sample collection, on-site material inspection, on-site construction inspection, concrete testing, hot mix asphalt (HMA), aggregates and other construction materials, for various projects, in the amount not to exceed \$200,000
Pages 4 - 30

(No Committee Assignment)

6. AB2019-209 Approval of letter in support of retaining the Alaska Marine Highway System between Bellingham and Alaska
Pages 112 - 115
7. AB2019-161 Resolution celebrating April as a month of Sikh awareness and appreciation in Whatcom County
Pages 116 - 136

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2019-205 Request confirmation of County Executive's appointment of Dave Finet to the Whatcom County Housing Authority Board of Commissioners. And for information, the County Executive concurs with Mayor Linville's appointment of Stephen Gockley to the Bellingham Housing Authority Board of Commissioners
Pages 137 - 141

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. AB2019-179 Ordinance amending WCC 2.120.040 Membership- Term of Office for Surface Mining Advisory Committee
Pages 142 - 146
2. AB2019-190 Ordinance establishing temporary installation of stop signs during construction of the West Badger Road/Bertrand Creek Bridge No 50 Replacement Project
Pages 147 - 151
3. AB2019-201 Ordinance amending the 2019 Whatcom County Budget, request no. 5, in the amount of \$1,613,991
Pages 152 - 173
4. AB2019-202 Ordinance amending the project budget for the Jail Improvement Fund, request no. 4
Pages 174 - 179
5. AB2019-203 Ordinance amending the project budget for the New Jail Fund 2013-2014, request no. 4
Pages 180 - 183
6. AB2019-207 Ordinance adopting amendments to WCC Title 20 Zoning, amending the lot coverage limits for public community facilities in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts
Pages 77 - 86
7. AB2019-210 Ordinance amending Whatcom County Code Title 3, creating a local employee and apprenticeship program
Pages 184 - 190

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ADJOURN

WHATCOM COUNTY COUNCIL ACTION TAKEN – March 26, 2019

CALL TO ORDER

Councilmembers Present: Brenner, Browne, Buchanan, Byrd, Sidhu, Donovan, Frazey. **Absent:** Donovan

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

1. MIN2019-024 Regular County Council for January 29, 2019 (Amended) **Approved Consent 6-0**
2. MIN2019-026 Special Committee of the Whole for March 12, 2019 **Approved Consent 6-0**
3. MIN2019-029 County Council for March 12, 2019 **Approved Consent 6-0**

PUBLIC HEARINGS

1. AB2019-153 Ordinance amending Whatcom County Code 6.04 Animal Control, Chapter 6.04.020 Definitions and 6.04.031 Administration and Enforcement. **Adopted 6-0, Ordinance 2019-024**
2. AB2019-158 Resolution and Public Hearing regarding support for a Community Development Block Grant funding application. **Adopted 6-0, Resolution 2019-016**
3. AB2019-159 Resolution requesting Council authorization of the release of covenants on the property known as the Playground Tract, Bennett Hill supplemental. **Approved 6-0, Resolution 2019-017**

OPEN SESSION

CONSENT AGENDA

(From Finance and Administrative Services Committee)

1. AB2019-164 Request authorization for the County Executive to enter into an agreement between Whatcom County and Whatcom Counseling and Psychiatric Clinic, Inc. and T-Mobile West LLC for Third Amendment to Site Easement with Options. **Withdrawn from the agenda**
2. AB2019-165 Request authorization for the County Executive to enter into a contract Whatcom County and Reisner Distributors, Inc., to provide card lock fuel services for Whatcom County fleet vehicles at Pacific Pride fueling stations in the amount of \$400,000. **Approved Consent 6-0**
3. AB2019-166 Request authorization for the County Executive to enter into a contract between Whatcom County and Mt. Constitution Sites, Inc. to provide for the Mt. Constitution radio tower lease, in the amount of \$17,655.05. **Approved Consent 6-0**
4. AB2019-170 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Department of Transportation to obligate federal construction funds for the Guardrail Safety Program, in the amount of \$805,000. **Approved Consent 6-0**
5. AB2019-174 Request authorization for the County Executive to enter into a contract between Whatcom County and Public Safety Testing, Inc. to conduct background investigations on candidates for employment with the Sheriff's Office, in the amount of \$42,000. **Approved Consent 6-0**
6. AB2019-177 Request authorization for the County Executive to enter into a contract between Whatcom County and The Watershed Company to assist in the periodic review of the Shoreline Master Program in the amount of \$100,000. **Approved Consent 6-0**

OTHER ITEMS

(From Finance and Administrative Services Committee)

1. AB2019-150 Ordinance Increasing Sheriff's Office Petty Cash Fund. **Adopted 6-0, Ordinance 2019-025**
2. AB2019-160 Ordinance amending the 2019 Whatcom County Budget, request no. 4, in the amount of \$2,260,652. **Amended and Adopted 4-2, Brenner and Byrd opposed, Ordinance 2019-026**

WHATCOM COUNTY COUNCIL ACTION TAKEN – March 26, 2019

3. AB2019-156 Ordinance to Repeal Ordinance 2019-017. **Adopted 6-0, Ordinance 2019-027**
 4. AB2019-161 Resolution celebrating April as a month of Sikh awareness and appreciation in Whatcom County. **Held in Council.**
 5. AB2019-191 Resolution in support of retaining the Alaska Marine Highway System between Bellingham and Alaska destinations. **Approved 6-0, Resolution 2019-018**
- (No Committee Assignment)
6. AB2019-163 Request approval to change the start time of Health Board meetings to 10 a.m. **Approved 6-0**
 7. AB2019-199 Resolution supporting House Bill 1023, allowing certain adult family homes to increase bed capacity from six to eight. **Approved 6-0, Resolution 2019-019**

INTRODUCTION ITEMS

1. AB2019-167 Ordinance granting Glenhaven Lakes Club Inc. 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. **Introduced 6-0**
2. AB2019-176 Ordinance amending the Ferry System Petty Cash Revolving Fund from \$1800.00 to \$3300.00. **Introduced 6-0**
3. AB2019-184 Ordinance amending the project budget for the East Whatcom Regional Resource Center Expansion project in the amount of \$115,000. **Introduced 6-0**
- 4(a). AB2019-187 Ordinance amending Whatcom County Code Chapter 2.128, Business and Commerce Advisory Committee, to amend membership. **Substitute Introduced 6-0**
- 4(b). AB2019-183 Ordinance amending Whatcom County Code Section 1.14, correcting certain precinct boundary lines and precinct maps (second amendment). **Introduced 6-0**

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ADJOURN

The next regular Council meeting is scheduled for 7:00 p.m. Tuesday, April 9, 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: AB2019-217

File ID:	AB2019-217	Version:	1	Status:	Agenda Ready
File Created:	04/03/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Report		

First Assigned to: Council Natural Resources Committee

Agenda Date:	04/09/2019	Next Mtg. Date:	Hearing Date:
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Primary Contact Email: [Click here to enter text.](#)

TITLE FOR AGENDA ITEM:

Report on Silver Lake Park renovation project

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Report on Silver Lake Park renovation project

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: AB2019-216

File ID:	AB2019-216	Version:	1	Status:	Agenda Ready
File Created:	04/03/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		

First Assigned to: Council Natural Resources Committee

Agenda Date:	04/09/2019	Next Mtg. Date:	Hearing Date:
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Primary Contact Email: BBrenner@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution supporting funding for Stewardship Forester positions in the Department of Natural Resources Small Forest Landowner Office

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution supporting funding for Stewardship Forester positions in the Department of Natural Resources Small Forest Landowner Office

HISTORY OF LEGISLATIVE FILE

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

Final Action:
Enactment Date:
Enactment #:

RESOLUTION NO. _____

SUPPORTING FUNDING FOR STEWARDSHIP FORESTER POSITIONS IN THE
DEPARTMENT OF NATURAL RESOURCES SMALL FOREST LANDOWNER OFFICE

WHEREAS, the Department of Natural Resources (DNR) requested funding of four Stewardship Forester positions in the Small Forest Landowner Office (SFLO); and

WHEREAS, the commitment to fully fund the SFLO has not happened for several years and was not included in the Governor's budget; and

WHEREAS, in Whatcom County and throughout the state, small family forest owners play a vital role in providing clean water and salmon habitat, along with clean air, recreation opportunities, wildlife habitat, and forest products; and

WHEREAS, keeping forest lands healthy and well cared for is critical to all of us; and

WHEREAS, because of the increased risk of wildfires, invasive species, and forest conversion, it is important that family forest owners have technical assistance available to help them sustainably manage their lands; and

WHEREAS, the DNR Stewardship Foresters, along with their Extension Forester partners, have provided on the ground classroom and educational service for Whatcom County; and

WHEREAS, Whatcom County will no longer have the availability of a local Stewardship Forester to assist with small family forest owner education unless it is put in the state budget.

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council supports all efforts of our legislators to understand the importance of this issue and include the DNR request of at least four Stewardship Forester positions in the Budget.

BE IT FURTHER RESOLVED that this request will have positive results for Whatcom County and other timber counties and will end up reducing the state significant costs by saving the forests from wildfires, noxious weeds, and diseases.

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: AB2019-189

File ID:	AB2019-189	Version:	1	Status:	Agenda Ready
File Created:	03/20/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract (WCFCZDBS)		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	04/09/2019	Next Mtg. Date:	Hearing Date:
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Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Pacific CM LLC for material sample collection, on-site material inspection, on-site construction inspection, concrete testing, hot mix asphalt (HMA), aggregates and other construction materials, for various projects, in the amount not to exceed \$200,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The contract will cover material sample collection, on-site material inspection, on-site construction inspection, the testing of concrete, hot mix asphalt (HMA), aggregates and other construction materials for various Whatcom County Public Works projects in the 2019-2020 program years

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memorandum, Contract and Info Sheet

Final Action:
Enactment Date:
Enactment #:

Jon Hutchings
Director



Joseph P. Rutan, P. E.
County Engineer/Assistant Director
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Memorandum

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

Through: Jon Hutchings, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director *JPR*
James P. Karcher, P.E., Engineering Manager *JPK*

Date: March 19, 2019

Re: Materials Testing, Material Inspection and Construction Inspection Services
Contract for Services Agreement – Pacific CM LLC

Enclosed for your review and signature are two (2) originals each of the above referenced contract between Pacific CM LLC and Whatcom County.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into a contract with the selected consultant in the amount not to exceed \$200,000.

Background and Purpose

The contract will cover material sample collection, on-site material inspection, on-site construction inspection, the testing of concrete, hot mix asphalt (HMA), aggregates and other construction materials for various Whatcom County Public Works Projects in the 2019-2020 program years.

Pacific CM LLC was determined by the selection committee as the most qualified of the two (2) firms that responded to the Request for Qualifications (RFQ No. 18-54) and subsequent interviews.

Funding Amount and Source

Sufficient Local Road Funds exist within the budget to cover all anticipated material testing, material inspection and construction inspection services to be performed under this contract.

Please contact Marti Jones at extension 6262 with any questions regarding this contract.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:		Public Works	
Division/Program: (i.e. Dept. Division and Program)		905900 / Construction	
Contract or Grant Administrator:		James P. Karcher, PE, Engineering Manager	
Contractor's / Agency Name:		Pacific CM LLC	

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

Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: _____
 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 ☐ No ☒ If yes, grantor agency contract number(s): _____ CFDA#: _____

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

Is this contract the result of a RFP or Bid process? Yes ☒ No ☐ If yes, RFP and Bid number(s): 18-54 Contract Cost Center: _____

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>200,000. (100% Local Fund)</u> 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: <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, 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.
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Summary of Scope: This contract will provide material testing, inspection and geotechnical design services associated with the Public Works Department's Annual Construction Program. It is anticipated that this contract will begin in April, 2019 and end December 31, 2020.

Term of Contract:	Expiration Date: December 31, 2020
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Contract Routing:

1. Prepared by: <u>M. Jones</u>	Date: <u>03/14/2019</u>
2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>03/14/2019</u>
3. AS Finance reviewed: <u>bbennett</u>	Date: <u>03/18/2019</u>
4. IT reviewed (if IT related): <u>N/A</u>	Date: <u>N/A</u>
5. Contractor signed: <u>Pacific CM LLC-Mike Monteleone</u>	Date: <u>03/04/2019</u>
6. Submitted to Exec.:	Date: _____
7. Council approved (if necessary):	Date: _____
8. Executive signed:	Date: _____
9. Original to Council:	Date: _____

CONTRACT FOR SERVICES AGREEMENT
2019-2020: Material Testing, Material Inspection, and Construction Inspection Services

Pacific CM LLC, hereinafter called **Consultant**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 1 to 8,
- Exhibit A (Scope of Work), pp. 9 to 10,
- Exhibit B (Compensation), pp. 11 to 17,
- Exhibit C (Certificates of Insurance and endorsements for **Consultant** and or subconsultants / subcontractors).

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

The term of this Agreement shall commence on the ____ day of _____, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020.

The general purpose or objective of this Agreement is to provide the County with the professional services of Material Testing, Material Inspection and Construction Inspection, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$200,000 (two hundred thousand dollars). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

CONSULTANT:

Pacific CM LLC

Mike Monteleone

Mike Monteleone, Construction Manager CCM MIM

STATE OF WASHINGTON)
) ss.
 COUNTY OF Snohomish)

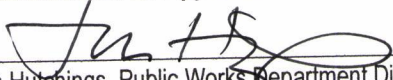
On this 4 day of March, 2019, before me personally appeared Michael Monteleone to me known to be the owner/pres (title) of Pacific CM (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

TARA SHAFFER
NOTARY PUBLIC
 STATE OF WASHINGTON
 MY COMMISSION EXPIRES
 09-01-19

Tara Shaffer
 NOTARY PUBLIC in and for the State of Washington, residing at
Lake Stevens. My commission expires 9/1/19.

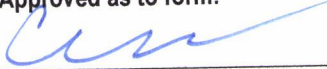
WHATCOM COUNTY:

Recommended for Approval:


Jon Hutchings, Public Works Department Director

3/27/19
Date

Approved as to form:


Christopher Quinn, Senior Civil Deputy Prosecuting Attorney

3/27/19
Date

Approved:

Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

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, 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 _____.

CONSULTANT INFORMATION:

Pacific CM LLC

Mike Monteleone, Construction Manager CCM MIM

Address:
12322 Highway 99, Suite E-128
Everett, WA 98204

Contact Name: Mike Monteleone

Contact Phone: 206-886-8164

Contact Email: mikem@pacificcm.com

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Consultant Services:

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

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

21.1 Taxes:

The Consultant understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Consultant authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Consultant will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Consultant to make the necessary estimated tax payments

throughout the year, if any, and the Consultant is solely liable for any tax obligation arising from the Consultant's performance of this Agreement. The Consultant hereby agrees to indemnify the County against any demand to pay taxes arising from the Consultant's failure to pay taxes on compensation earned pursuant to this Agreement.

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Consultant:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Consultant shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Consultant or any employee of the Consultant or any subconsultant or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

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

31.2 Patent/Copyright Infringement:

Consultant will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Consultant infringes any patent or copyright. The Consultant will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Consultant shall be notified promptly in writing by the County of any notice of such claim.

B. Consultant shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Proof of Insurance:

For the duration of this agreement, the **Consultant** shall carry the following insurance coverages and minimums:

- a. Worker's compensation and employer's liability insurance as required by the STATE.
- b. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- c. Business automobile liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.
- d. Professional Liability - \$1,000,000 per occurrence:

If the professional liability insurance is a claims made policy, and should the Consultant discontinue coverage either during the term of this contract or within three years of completion, the Consultant agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the **County**, their officers, employees, and agents will be named on all policies of the **Consultant** and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The **Consultant** and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The **Consultant** shall furnish the **County** with a Certificate of Liability Insurance and endorsements required by this agreement. The **County** reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The **Consultant** shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this agreement. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the **County**.

34.2 Industrial Insurance Waiver:

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

34.3 Defense & Indemnity Agreement:

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

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

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Consultant or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Consultant shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be

compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Consultant to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

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

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

Marti Jones, Engineering Tech IV
Whatcom County Public Works Department
322 N. Commercial St., Ste. 301
Bellingham, WA 98225-4042
Phone: (360) 778-6262
Fax: 360-778-6211
Email: mjones@co.whatcom.wa.us

37.2 Notice:

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

38.1 Certification of Public Works Consultant's Status under State Law:

Consultant certifies that it has fully met the responsibility criteria required of public works Consultants under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

The Consultant further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Consultant also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Consultant and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Consultant agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Consultant shall immediately notify Whatcom County if, during the term of this Contract, Consultant becomes debarred.

38.3 E-Verify: Not Applicable

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

40.1 Modifications:

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

40.2 Consultant Commitments, Warranties and Representations:

Any written commitment received from the Consultant concerning this Agreement shall be binding upon the Consultant, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Consultant to fulfill such a commitment shall

render the Consultant liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

Pacific CM LLC – 2019 / 2020 Material Testing, Material Inspection and Construction Inspection Services Contract

The contract will cover on-site construction field inspection, material sample collection, on-site material inspection, and lab testing of concrete, hot mix asphalt (HMA), aggregates and other construction materials for Whatcom County Public Works Projects. **Consultant must have a lab meeting the AASHTO Materials Reference Laboratory's (AMRL) accreditation of "AASHTO R 18" through the life of the Contract.**

Material Testing (with associated material sample collection as required):

1. All test procedures shall be in accordance with applicable ASTM, IBC, WSDOT, AASHTO or other procedures as required in projects adhering to the current Washington State Department of Transportation's (WSDOT's) Standard Specifications for Road, Bridge and Municipal Construction, as well as the WSDOT Construction Manual and Whatcom County Road Standards. County will supply or indicate target material specifications to Consultant for each test, and Consultant shall show the target specification on the test result.
2. Initial test results for aggregate gradations, sand equivalents (SE), and fracture shall be available within 48 hours from receipt of materials, unless the County is notified and agrees to a different schedule. Notification shall be primarily via email and telephone call, and secondarily via fax if email is down.
3. HMA oil content initial results shall be available within 8 business operation hours from receipt of material at the testing lab. This test result is critical to verify the quality of material used in the paving operation; therefore, the County requests notification as soon as test is complete via a telephone call. Formal Notification shall follow primarily via email and secondarily via fax if email is down.
4. HMA Rice Density initial results shall be available within 3 hours after Consultant procures hot sample. This test result is critical to verify the quality of material used in the paving operation; therefore, the County requests notification as soon as test is complete via a telephone call. Formal Notification shall follow primarily via email and secondarily via fax if email is down.
5. For 7-Day compressive strength concrete cylinder breaks, County requests early notification (via telephone call) by Consultant if lab technicians or professionals see potential problem with predicted strength of material meeting specifications. Formal Notification shall follow primarily via email and secondarily via fax if email is down.
6. Testing will be performed by qualified technicians and professionals, having certifications to perform the range of tests required by road, bridge and municipal construction projects per testing procedures in the WSDOT Construction Manual.

Material Inspection: On a specific project, Consultant may be requested to provide material inspection of field installed materials at the project site. Consultant will provide personnel with appropriate qualifications and expertise in the material(s) being inspected and shall be compensated per the contract's fee schedule for the specific tests and classification of personnel involved.

Administration:

1. Consultant shall utilize a project management system that will:
 - a) Allow simultaneous distribution to all project team members of any testing requests and will distribute test results immediately following their completion to all project team members. Testing results shall be available in PDF format through the project management system (i.e. "e-Builder"). For each Project, the County will supply email addresses and telephone numbers of all project team members. Consultant will maintain this data, segregated by Project and identifying project number (i.e. CRP No, if applicable) for the life of the contract.
 - b) Segregate test results by project, display all tests conducted per project and indicate clearly which tests meet or fail project specifications. Each test result or report shall have an identifying number that is distinct from other test results/reports on the same project.
2. Consultant will provide the County with a monthly Statement on the contract dollar amount expended to date during periods of contract activity. The Statement shall summarize, by Project name, Project number (i.e. CRP No, if applicable), each invoice number,

date and amount. This information shall be emailed to the County's administration officer(s) listed in the contract. Consultant shall reference the Whatcom County Contract No. (WCC#) on all correspondence related to this contract.

3. All initial test results and final test reports shall have the Project name and identifying Project number (i.e. CRP No, if applicable) on them. The Consultant will insure this information is obtained when samples are delivered or picked-up at the project site.
4. Tasks, tests and personnel listed on invoices shall use the exact description as they appear on the Consultant's Fee Schedule for the services involved. All mileage distances claimed for reimbursement shall include some backup; mileage reimbursement rate shall match the current federal reimbursement rate (\$/mile).
5. Invoices shall be segregated by Project Name and identifying Project number (i.e. CRP No, if applicable) and all tests being billed for on the invoice should indicate the identifying test report number.

Construction Inspection Services:

On a specific project, Consultant may be requested to provide construction inspection services associated with Whatcom County's Public Works Contracts. Consultant will provide personnel with appropriate qualifications and expertise and shall be compensated per the contract's fee schedule for the classification of personnel involved.

Consultant Field Inspector will report to a specific Whatcom County Public Works' Project Engineer on each assigned project. The duties of both Engineer and Inspector shall conform to responsibilities detailed in the current edition of the WSDOT Standard Specifications and WSDOT Construction Manual.

The Project Engineer (County) and Consultant Field Inspector will formalize the extent of duties required for each assigned project, which would typically include some or all of the following:

1. Reports & Documentation generation & acquisition:
 - a) Generate: Inspectors Daily Report & Weekly Statement of Working Days, required Interviews using forms supplied by the County.
 - b) Receive: Traffic Control Reports from Consultant, Material Quantity Tickets (gravel, HMA, concrete, scalesmans daily reports & misc. materials invoices, etc.).
2. Materials Acceptance & documentation & tracking (ROM & RAM'S):
 - a) Coordinate with Project Engineer to validate & track required materials documentation. Ensure ongoing compliance with required construction documentation during the entire life of the project, with the ROM being the primary guiding document. Whatcom County Project Engineer will modify and make all changes to the ROM. Field Inspectors will be need to be knowledgeable of the ROM, and with direction from the Project Engineer, ensure compliance with needed material tests and documentation.
 - b) Prior to installation required documentation may include: Manufacturer's Certificate of Compliance (MCC), Qualified Products List Cover Sheet (QPL), Catalog Cut, Certificate of Materials Origin (CMO), Satisfactory Test Reports, Lot or Roll Numbers, "WSDOT Inspected" Stamp if required.

EXHIBIT "B"
(COMPENSATION)

Pacific CM LLC – 2019 / 2020 Material Testing, Material Inspection and Construction Inspection Services Contract

PACIFIC CM							
Item	Description	Unit	Rate	Mark Up	Billed Rate		
CM QA Inspections	Construction Manager Inspection	HR			\$135.00 / \$150.00 OT		
QA/QC Inspections	Quality Assurance / Quality Control Inspection	HR			\$121.00 / \$136.00 OT		
Document Controls		HR			\$89.35		
SUBCONTRACTED SERVICES (MTC, Inc.)							
(01) EARTHWORK & ASPHALT SERVICES							
Item	Description			Unit	Rate		
Field Technician	Soils & Asphalt Compaction (IPD-S, IPD-A)			Hour	\$ 55.00	15%	\$63.25
(02) LABORATORY FOR EARTHWORK							
Test Description		ASTM	AASHTO	Unit	Rate		
% Passing # 200 Sieve		C117	T11	Each	\$ 40.00	10%	\$44.00
Accelerated Weathering		CRD C148		Each	\$ 300.00	10%	\$330.00
Additional Tests Not Listed				Quoted Per Project		12%	
Asphalt Extraction with Gradation		D6307	T308	Each	\$ 250.00	10%	\$275.00
Atterberg Limits (Plasticity Index) - 1 point		D4318	T89, T90	Each	\$ 60.00	10%	\$66.00
Atterberg Limits (Plasticity Index) - 3 points		D4318	T89, T90	Each	\$ 150.00	10%	\$165.00
California Bearing Ratio 3-point		D1883	T193	Each	\$ 625.00	10%	\$687.50
Clay Lumps and Friable Particles		C142	T112	Each	\$ 80.00	10%	\$88.00
Durability Index / Degradation Value		WSDOT T113	T210	Each	\$ 190.00	10%	\$209.00
Flat/Elongated Particles		D4791		Each	\$ 75.00	10%	\$82.50
Fracture Percentage		D5821		Each	\$ 60.00	10%	\$66.00
Hydrometer Analysis with Sieve Analysis		D422	T88	Each	\$ 185.00	10%	\$203.50
LA Abrasion		C131, C535	T96	Each	\$ 250.00	10%	\$275.00
Marshall Stability & Flow, 3 specimens		D6926, D6927	T245	Each	\$ 400.00	10%	\$440.00
Mix Design Marshall Method, 3 trials & specimens		D6926, D6927	T245	Each	\$ 1,500.00	10%	\$1,650.00

Moisture-Density Relationship/Proctor with Sieve		D698, D1557	T99, T180	Each	\$ 265.00	10%	\$291.50
Moisture Density Relationship/Proctor without Sieve		D698, D1557	T99, T180	Each	\$ 215.00	10%	\$236.50
Moisture Density Relationship/Proctor with Sieve - Cement Treated Base		D698, D1558	T99, T181	Each	\$ 350.00	10%	\$385.00
Natural Moisture Content		D2216		Each	\$ 20.00	10%	\$22.00
Organic Content, Loss by Ignition		D2974		Each	\$ 80.00	10%	\$88.00
Organic Impurities		C40	T21	Each	\$ 60.00	10%	\$66.00
Particle Size Distribution - Sieve / Pipette		PSEP		Each	\$ 125.00	10%	\$137.50
Rice Density		D2041	T209	Each	\$ 95.00	10%	\$104.50
Salt Correction for PSEP				Each	\$ 15.00	10%	\$16.50
Sand Cone Density Test		D1556	T191	Each	\$ 35.00	10%	\$38.50
Sand Equivalent		D2419	T176	Each	\$ 90.00	10%	\$99.00
Sieve Analysis – Dry Only/Gradation		C136	T27	Each	\$ 85.00	10%	\$93.50
Sieve Analysis with #200 Wash/Combined Gradation		C136, C117	T88	Each	\$ 115.00	10%	\$126.50
Soils-Cement Mix Design				Quoted Per Project		12%	
Soundness of Aggregates by Magnesium or Sodium Sulfate		C88	T104	Each	\$ 300.00	10%	\$330.00
Specific Gravity and Absorption of Coarse Aggregate		C127	T85	Each	\$ 60.00	10%	\$66.00
Specific Gravity and Absorption of Fine Aggregate		C128	T84	Each	\$ 90.00	10%	\$99.00
Specific Gravity of Soils		D854	T100	Each	\$ 75.00	10%	\$82.50
Superpave Test Set - Includes Volumetric Properties, Extraction / Gradation, Rice		WSDOT 731		Each	\$ 525.00	10%	\$577.50
Uncompacted Void Content		C1252	T304	Each	\$ 110.00	10%	\$121.00
Unit Weight & Voids in Aggregate		C29	T19	Each	\$ 60.00	10%	\$66.00
Visual Classification		D2487		Each	\$ 50.00	10%	\$55.00
(02) LABORATORY FOR EARTHWORK - Advanced / Secondary Geotechnical Testing							
Aggregate Freeze-Thaw Durability		D5312		Each	\$ 1,200.00	10%	\$1,320.00

Aggregate Wet-Dry Durability		D5313		Each	\$ 1,200.00	10%	\$1,320.00
Bulk Density (Wet / Dry) - Soils - Remolded		D7263, E110	EPA9100, 9	Each	\$ 50.00	10%	\$55.00
Capillary and Aeration Porosity		F1815		Each	\$ 250.00	10%	\$275.00
Carbonate Determination		D4373		Each	\$ 30.00	10%	\$33.00
Centrifugation, Water, up to 1 L		USACE		Each	\$ 35.00	10%	\$38.50
Centrifugation, Solids, up to 1 L		USACE		Each	\$ 55.00	10%	\$60.50
Collapse Potential of Soil		D5333		Each	\$ 400.00	10%	\$440.00
Column Leach Test		D4874		Each	Quote	12%	
Column Settling Test		USACE		Each	Quote	12%	
Consolidation, Primary		D2435		Each	\$ 500.00	10%	\$550.00
Consolidation, Secondary		D2436		Each	\$ 750.00	10%	\$825.00
Direct Shear, 3 points		D3080		Each	\$ 600.00	10%	\$660.00
Effective Porosity - Includes Rigid Wall Permeability				Each	\$ 550.00	10%	\$605.00
Effective Porosity - Includes Flex Wall Permeability				Each	\$ 700.00	10%	\$770.00
Expansion Index		D4829		Each	\$ 210.00	10%	\$231.00
Particle Size Distribution, by Laser Diffraction		TAPE 2008, 2011		Each	\$ 90.00	10%	\$99.00
Particle Size Distribution, by Laser Diffraction Only				Each	\$ 80.00	10%	\$88.00
Maximum Media Density (Green Roofs)		D2399		Each	\$ 500.00	10%	\$550.00
One Dimensional Swell or Collapse of Soil		D4546		Each	\$ 600.00	10%	\$660.00
Permeability: Failing Head		WSDOT 605		Each	\$ 250.00	10%	\$275.00
Permeability: Flexible Wall (triaxial)		D5084		Each	\$ 450.00	10%	\$495.00
Permeability: Rigid Wall		D2434		Each	\$ 300.00	10%	\$330.00
Total Porosity - Includes Bulk Density & Specific Gravity of Soils		EM-1110-21906		Each	\$ 140.00	10%	\$154.00
Sedigraph		USACOE		Each	\$ 125.00	10%	\$137.50
Sediment Concentration in Water		D3977		Each	\$ 60.00	10%	\$66.00

Sediment Pore Water Extraction, Anaerobic		USACOE		Each	\$ 115.00	10%	\$126.50
Settleable Solids		SM2540F		Each	\$ 30.00	10%	\$33.00
Shelby Tube Extrusion w/ Description				Each	\$ 45.00	10%	\$49.50
Soil pH		D4972		Each	\$ 35.00	10%	\$38.50
Soil Resistivity		G187		Each	\$ 85.00	10%	\$93.50
Specific Gravity of Liquids		D1298, D891		Each	\$ 45.00	10%	\$49.50
Specific Yield / Centrifuge Moisture Equivalent		D425		Each	\$ 50.00	10%	\$55.00
Total Suspended Solids		SM2540D		Each	\$ 50.00	10%	\$55.00
Triaxial Shear - QU - Unconfined Compressive Strength		D2166		Each	\$ 120.00	10%	\$132.00
Triaxial Shear Testing - UU - Unconsolidated, Undrained		D2850		Each	\$ 200.00	10%	\$220.00
Triaxial Shear Testing - CU - Consolidated, Undrained		D4767		Each	\$ 1,500.00	10%	\$1,650.00
Triaxial Shear Testing - CD - Consolidated, Drained		D7181		Each	\$ 1,500.00	10%	\$1,650.00
Unit Weight of Soils - Ring		D2937		Each	\$ 45.00	10%	\$49.50
Unit Weight of Soils - Shelby Tube		D2938		Each	\$ 40.00	10%	\$44.00
Youngs Modulus of Elasticity				Each	\$ 120.00	10%	\$132.00
(03) SPECIAL & CONSTRUCTION INSPECTION							
Item	Description			Unit	Rate		
Special Inspector I	Reinforced Concrete, Prestressed Concrete, Shotcrete, Structural Masonry, Spray Applied Fire Resistive Materials, Proprietary Anchors			Hour	\$ 60.00	15%	\$69.00
Special Inspector II	Structural Steel & Welding, High Strength Bolting,			Hour	\$ 70.00	15%	\$80.50
Special Inspector III	Lateral Wood and Cold Formed Steel Framing			Hour	\$ 65.00	15%	\$74.75
Pachometer / Rebar Locate	In situ reinforcement location			Hour	\$ 90.00	10%	\$99.00
Schmidt Hammer	In situ concrete strength measurement			Hour	\$ 90.00	10%	\$99.00
(04) LAB FOR SPECIAL & CONSTRUCTION INSPECTION							
Test Description		ASTM	AASHTO	Unit	Rate		
Air Dry Density of Concrete		C567		Each	\$ 40.00	10%	\$44.00

Anchor Bolt Pull Testing - One Man Crew				Hour	\$ 90.00	15%	\$103.50
Concrete Compression Strength Test Sawed Section		C42	T24	Each	\$ 65.00	10%	\$71.50
Concrete Compression Test Cylinders - 4" x 8"		C31, C39	T22, T23	Each	\$ 20.00	10%	\$22.00
Concrete Compression Test Cylinders - 6" x 12"		C31, C39	T22, T23	Each	\$ 28.00	10%	\$30.80
Concrete Compression Test Cylinders - not cast by MTC		C31, C39	T22, T23	Each	\$ 30.00	10%	\$33.00
Concrete Core Compressive Strength Test (includes trimming and testing)				Each	\$40.00	10%	\$44.00
Concrete Core Thickness		C174, C1542		Each	\$ 30.00	10%	\$33.00
Concrete Flexural Beams		C78	T97	Each	\$ 60.00	10%	\$66.00
Concrete Shrinkage (minimum 3 samples)		C596		Each	\$ 100.00	10%	\$110.00
Fireproofing Cohesion / Adhesion Tests		E736		Each	\$ 30.00	10%	\$33.00
Fireproofing Density Test		E605		Each	\$ 60.00	10%	\$66.00
Grout Compressive Strength Test		C1019		Each	\$ 25.00	10%	\$27.50
Grout Compressive Strength Test - 2x2 Cube		C109		Each	\$ 24.00	10%	\$26.40
Masonry Prism Compression Test		C1314		Each	\$ 100.00	10%	\$110.00
Masonry Unit Compression Test		C140		Each	\$ 55.00	10%	\$60.50
Masonry Unit Absorption, Unit Weight & Moisture Content		C140		Each	\$ 55.00	10%	\$60.50
Moisture Emission Test Kit - Installation & Retrieval Labor Not Included		F1869		Each	\$ 25.00	10%	\$27.50
Mortar Compressive Strength		C780		Each	\$ 24.00	10%	\$26.40
Relative Humidity Test Probe Sleeves		F2170		Each	\$ 2.50	10%	\$2.75
Scaling Resistance of Concrete		C672		Per Set of 2	\$ 800.00	10%	\$880.00
Set Times, Initial and Final		C403		Each	\$ 75.00	10%	\$82.50
Shotcrete Compression Test (1-Panel includes 4Cores)		C1604		Each	\$ 150.00	10%	\$165.00
Shotcrete Cores - Additional		C1604		Each	\$ 75.00	10%	\$82.50
Trial Batch - 6 Cylinders		C192		Quoted Per		12%	

				Project			
Trimming Cores/Cylinders				Each	\$ 15.00	10%	\$16.50
Unit Weight and Yield		C138	T121	Each	\$ 35.00	10%	\$38.50
Voids and Density of Hardened Concrete		C642		Each	\$ 75.00	10%	\$82.50

(05) GEOTECHNICAL ENGINEERING & CONSULTING

Item	Description			Unit	Rate		
Professional Engineer	Professional Civil / Geotechnical Engineering & Consulting			Hour	\$ 135.00	15%	\$155.25
Staff Engineer	Engineering Support			Hour	\$ 95.00	15%	\$109.25
Environmental Consulting				Hour	\$ 95.00	15%	\$109.25
Environmental Sampling	Rush + 15%			Hour	\$ 75.00	15%	\$86.25
Geotechnical Consulting	Bearing Capacity, Shoring & Piling Installation, Visual S			Hour	\$ 95.00	15%	\$109.25
In-Field Infiltration	P.I.T., Percolation tests			Hour	\$ 85.00	15%	\$97.75
CESCL Field Services	Site Turbidity and/or pH Monitoring			Hour	\$ 65.00	15%	\$74.75
CESCL - Management	Reporting, Consulting & Program Management			Hour	\$ 75.00	15%	\$86.25
Dynamic Cone Penetrometer	Equipment			Daily	\$ 20.00	15%	\$23.00
Dynamic Cone Penetrometer	Equipment - Drive Points			Each	\$ 10.00	15%	\$11.50
Turbidity Meter	Equipment			Daily	\$ 20.00	15%	\$23.00

(05) ENVIRONMENTAL CONSULTING

Item				Unit	Rate		
Phase I Assessment				Quoted Per Project		12%	
Phase II Assessment				Quoted Per Project		12%	

(11) NON-DESTRUCTIVE TESTING

Item	Description			Unit	Rate		
Ground Penetrating Radar	Reinforcement & Tendon Location, Geotechnical & Environmental Site Exploration, Utility Location; 2			Hour	\$ 125.00	10%	\$137.50
Special Inspector III	Ultrasonic Testing (UT), Magnetic Particle Testing (MT)			Hour	\$ 95.00	15%	\$109.25

(13) CORING SERVICES

Item	Description	ASTM	AASHTO	Unit	Rate		
Asphalt Core Density	Minimum 3 cores	D2726	T166	Each	\$ 60.00	10%	\$66.00

Asphalt Thickness	Minimum 3 cores	D3549		Each	\$ 35.00	10%	\$38.50
Coring Services	Asphalt & Concrete Coring (call for size availability)			Hour	\$ 120.00	10%	\$132.00
Core Bit Wear Charge	Equipment charge			Inch	\$ 3.50	10%	\$3.85
Core Compression Test		C42	T24	Each	\$ 24.00	10%	\$26.40

**(14) FLOOR FLATNESS /
FLOOR LEVELNESS
INSPECTION**

Item	Description			Unit	Rate		
Floor Flatness	F-Number assessment of flatness and levelness of concrete			Hour	\$ 95.00	10%	\$104.50

**(30) PROJECT MANAGEMENT
& CONSULTING SERVICES**

Item	Description			Unit	Rate		
Construction Manager / CQM	NAVFAC Construction Quality Manager, Resident			Hour	\$ 80.00	15%	\$92.00
Project Manager	Meetings, Report Review, Final Letter			Hour	\$ 70.00	15%	\$80.50
Technical Director	Forensic & Diagnostic Investigation, Expert Witness			Hour	\$ 120.00	15%	\$138.00

ADDITIONAL CHARGES WHEN APPLICABLE

Mileage	Calculated at County Line; Mileage only charged when mutually agreed upon by both parties for out of the ordinary circumstances	PM	Current IRS Standard Mileage Rate				
Copies	When requested	PP	\$0.10 BW \$0.25 Color			\$0.10 BW \$0.25 Color	
Parking	Parking where payment required	Per Visit	\$ 15.00			\$15.00	
Courier	When express delivery is requested	Per Svcs	\$ 28.00			\$28.00	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

2/27/2019

PRODUCER

CHRIS FAVERTY INSURANCE AGENCY, INC.
4121 S. MERIDIAN, SUITE 1-A
PUYALLUP, WA 98373
PHONE 253-841-4800
FAX 253-841-4801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Pacific CM, LLC
999 Third Ave Suite 700
Seattle, WA 98104

COMPANY A: Mesa Underwriters Specialty Ins Co
COMPANY B: Truck Insurance Exchange
COMPANY C: Arch Specialty Insurance Company
COMPANY D:

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MP-0046006007908	9/9/2018	9/9/2019	GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY \$1,000,000
	<input type="checkbox"/> OWNER'S CONT PROT				EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$100,000
					MED. EXPENSE (Any one person) \$5,000
B	AUTOMOTIVE LIABILITY	606713521	9/9/2018	9/9/2019	COMBINED SINGLE LIMIT 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY
					EA ACCIDENT
					AGGREGATE
	GARAGE LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> ANY AUTO				AGGREGATE
					PRODUCTS-COMP/OP AGG.
	EXCESS LIABILITY				STATUTORY LIMITS
	<input type="checkbox"/> UMBRELLA FORM				EACH ACCIDENT \$1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				DISEASE - POLICY LIMIT
					DISEASE - EACH EMPLOYEE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MP-0046006007908	9/9/2018	9/9/2019	
	PROPRIETOR / PARTNER / <input type="checkbox"/> INCL	Stop Gap			
	EXECUTIVE OFFICERS ARE: <input type="checkbox"/> EXCL				
C	Professional Liability Errors and Omissions	AMP0000828-01	1/18/2019	1/18/2020	1,000,000
	E&O				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

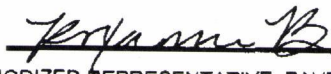
2019-2020 MATERIAL TESTING, MATERIAL INSPECTION, AND CONSTRUCTION INSPECTION SERVICES

CERTIFICATE HOLDER

WHATCOM COUNTY
322 N. COMMERCIAL ST.
SUITE 301
BELLINGHAM, WA 98225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.


AUTHORIZED REPRESENTATIVE, FAVERTY INSURANCE AGENCY

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED AI - PRIMARY NON-CONTRIBUTORY -
WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Blanket Additional Insureds - As Required By Contract

- A. Subject to the Primary and Non-Contributory provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury" caused, in whole or in part, by:

1. Your ongoing operations, "your product", or premises owned or used by you;

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrong-doing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or, to the extent applicable under the Coverage Part to which this endorsement applies, the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract, or agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury".

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

This insurance shall be excess with respect to any person or organization included as an additional insured under this policy, any other insurance that person or organization has shall be primary with respect to this insurance, unless:

- 1) The additional insured is a Named Insured under such other insurance;
- 2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis;
- 3) The written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury"; and
- 4) With respect to indemnity, you have been adjudicated liable in full for the "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury".

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – WASHINGTON

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance		
Bodily Injury By Accident	\$ 1,000,000	Each Accident
Bodily Injury By Disease	\$ 1,000,000	Aggregate Limit
Bodily Injury By Disease	\$ 1,000,000	Each Employee

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to Section I – Coverages:

COVERAGE – STOP GAP – EMPLOYERS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.
- c. The damages we will pay, where recovery is permitted by law, include damages:
- (1) For:
- (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
- (b) Care and loss of services; and
- (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";
- provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and
- (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.
- 2. Exclusions**
- This insurance does not apply to:
- a. Intentional Injury**
- "Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.
- b. Fines Or Penalties**
- Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.
- c. Statutory Obligations**
- Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- d. Contractual Liability**
- Liability assumed by you under any contract or agreement.
- e. Violation Of Law**
- "Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".
- f. Termination, Coercion Or Discrimination**
- Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.
- g. Failure To Comply With "Workers Compensation Law"**
- "Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:
- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty; because of your failure to secure your obligations or other failure to comply with any "workers compensation law".
- h. Violation Of Age Laws Or Employment Of Minors**
- "Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:
- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.
- i. Federal Laws**
- Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:
- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

- B. The Supplementary Payments** provisions apply to Coverage – Stop Gap Employers Liability as well as to Coverages **A** and **B**.
- C. For the purposes of this endorsement, Section II – Who Is An Insured, is replaced by the following:**

If you are designated in the Declarations as:

- 1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- 3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- 4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

- D. For the purposes of this endorsement, Section III – Limits Of Insurance, is replaced by the following:**

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds,
 - b. Claims made or "suits" brought, or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
- 3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
- 4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. For the purposes of this endorsement, Condition 2. — **Duties In The Event Of Occurrence, Claim Or Suit** of the Conditions Section IV is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
 - (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. For the purposes of this endorsement, Paragraph 4. of the **Definitions** Section is replaced by the following:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the **Definitions** Section:

1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.
 2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
 3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.
- H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-187

File ID:	AB2019-187	Version:	1	Status:	Substitute Introduced
File Created:	03/19/2019	Entered by:			
Department:	Council Office	File Type:	Ordinance		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date: 04/09/2019 **Next Mtg. Date:** 04/09/2019 **Hearing Date:**

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Chapter 2.128, Business and Commerce Advisory Committee, to amend membership

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code Chapter 2.128, Business and Commerce Advisory Committee, to amend membership.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/26/2019	Council	SUBSTITUTE INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Ordinance for Adoption April 9, 2019

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: _____
INTRODUCTION DATE: MARCH 26, 2019

ORDINANCE NO. _____

AMENDING WHATCOM COUNTY CODE CHAPTER 2.128, BUSINESS AND COMMERCE
ADVISORY COMMITTEE, TO REVISE MEMBERSHIP

WHEREAS, on May 22, 2018, the Whatcom County Council adopted Ordinance 2018-030, creating the Whatcom County Business and Commerce Advisory Committee (BCAC); and

WHEREAS, the primary purpose of the BCAC is to provide the County Council with advise on issues, including regulations and policies that could impact local businesses, industry, or economic development; and

WHEREAS, membership of the BCAC currently includes elected officials, representatives of the county's institutions of higher education, and representatives of internet technology, manufacturing, food processing, recreation, retail, marine trades, commercial real estate, agriculture, and energy industries; and

WHEREAS, the Council wishes to revise committee membership to include one representative from the health care industry.

NOW THEREFORE BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 2.128 is hereby amended as outlined 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

Rud Browne, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Jack Louws, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A

CHAPTER 2.128 Business and Commerce Advisory Committee

Sections:

2.128.010	Established
2.128.020	Purpose
2.128.030	Function
2.128.040	Membership
2.128.050	Organization - Meetings

2.128.010 Established.

The Whatcom County business and commerce advisory committee is hereby established. (Ord. 2018-030 Exh. A).

2.128.020 Purpose.

The committee will advise the Whatcom County council on issues, including regulations and policies that could impact local businesses, industry, or economic development. (Ord. 2018-030 Exh. A).

2.128.030 Function.

The committee will report directly to the county council as necessary to carry out the following functions:

- A. Review and provide recommendations on comprehensive plans, regulations, economic development efforts and on proposals which directly impact business and economic conditions in Whatcom County; and
- B. Assist the county and provide recommendations on efforts to improve business conditions, environment and infrastructure; and
- C. Assist and develop recommendations for comprehensive economic development efforts of associate development organizations (ADO) and other issues impacting business in Whatcom County; and
- D. Develop recommendations and strategies for ensuring the county applies a client-focused approach to supporting businesses with regulations, permitting, and planning. (Ord. 2018-030 Exh. A).

2.128.040 Membership.

A. The committee shall be composed of ~~48~~ 19 members serving four-year terms.

B. The following designated officials shall be nonvoting members:

- 1. One member of the Whatcom County council;
- 2. County executive or designee;
- 3. City of Bellingham mayor or designee;
- 4. Port of Bellingham executive director or designee; and
- 5. One representative from the small cities, designated by the Small Cities Caucus.

C. The county council shall appoint one member representing for-profit entities in each of the following industries:

- 1. Internet technology;
- 2. Manufacturing;
- 3. Food processing;
- 4. Recreation;
- 5. Retail;
- 6. Marine trades;
- 7. Commercial real estate;
- 8. Agriculture;
- 9. Energy industry; and
- 10. Health Care.

D. The county council shall also appoint:

1. Two members representing for-profit business entities in any industry, including those listed in subsection C of this section; and
2. Two nonvoting members representing the county's institutions of higher education (Western Washington University, Whatcom Community College, the Northwest Indian College, and Bellingham Technical College).

E. No two appointed members may represent or be employed by the same company or organization.

F. The term of office for appointed members shall be four years; provided, that the terms of those first appointed shall be staggered so that five will be appointed for two years and six will be appointed for four years. (Ord. 2018-030 Exh. A).

2.128.050 Organization – Meetings.

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

B. The committee shall determine its own meeting schedule but shall meet at least four times per year and attempt to complete its work as expeditiously as possible.

C. At every meeting, the committee will schedule an open session to take public comment on local business issues. Written records of meetings, resolutions, findings, and recommendations shall be kept and such records shall be public. The county council and county executive shall receive meeting minutes on a regular basis.

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

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

F. The committee shall comply with Whatcom County Charter Section 4.20, Qualifications, and with Chapter [2.03](#) WCC, Boards and Commissions. (Ord. 2018-030 Exh. A).

2.128.055 Committee staffing.

The Port of Bellingham office of director of economic development shall provide staffing for the committee. (Ord. 2018-030 Exh. A).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-176

File ID:	AB2019-176	Version:	1	Status:	Introduced
File Created:	03/14/2019	Entered by:	SDraper@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date: 04/09/2019 **Next Mtg. Date:** 04/09/2019 **Hearing Date:**

TITLE FOR AGENDA ITEM:

Ordinance amending the Ferry System Petty Cash Revolving Fund from \$1800 to \$3300

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Recommend approval of the attached ordinance to increase the Ferry System Petty Cash Revolving Fund from \$1800 to \$3300

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/26/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Memo, Ordinance

Final Action:
Enactment Date:
Enactment #:



MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Chantelle Hilsinger, Ferry Coordinator *CH*

DATE: March 13, 2019

SUBJECT: Ordinance to Increase the Ferry System Petty Cash Revolving
Fund from \$1800.00 to \$3300.00.

Requested Action:

Recommend approval of the attached ordinance to increase the Ferry System Petty Cash Revolving Fund from \$1800.00 to \$3300.00.

Background and Purpose:

The Public Works Ferry Division requests an increase of \$100.00 per existing individual petty cash drawer to the Ferry System Petty Cash Revolving Fund for the purpose of selling single-ride passenger fares, selling single-ride vehicle/driver fares, and/or selling multi-ride punch cards on-board the Ferry, at the Ferry business office located in Bellingham, and at the Lummi Island Ferry office.

Additionally, a new position was created in the 2019 budget for a third Regular Relief on-board the Ferry and this position will need its own petty cash drawer.

Lastly to improve customer service, the Ferry Division has begun selling multi-ride punch cards at the Lummi Island Ferry office and is also in need of its own petty cash drawer.

For reference the petty cash for the Ferry Division will be allocated as follows:

On-board the Whatcom Chief:

- 3 full time Pursers
- 3 Deckhands who fill in as back-up Pursers
- 3 Regular Reliefs who fill in as back-up Pursers

Off the Whatcom Chief:

-1 petty cash drawer for multi-ride punch card sales at the Ferry business office in downtown Bellingham.

-1 petty cash drawer for Ferry Administration staff to sell multi-ride punch cards at the Lummi Island Ferry office.

Information:

The Public Works Ferry System finds it necessary to increase its Petty Cash Revolving Fund in order to have change available when selling single-ride ferry fares and multi-ride punch cards. The amount now available is insufficient to conduct business transactions due to the high volume of transactions and larger bills presented for payment. This ordinance is to request an increase to the Ferry System Petty Cash Revolving Fund to a total of \$3300.00 (\$300 per petty cash drawer), and to request that a Treasurer's check be issued in the amount of \$1500.00 for the purpose of increasing the Ferry System Petty Cash Revolving Fund.

If you have any questions or need additional information please call Chantelle Hilsinger at 6235. Thank you.

ORDINANCE NO. _____

AN ORDINANCE INCREASING THE FERRY SYSTEM PETTY CASH REVOLVING FUND FROM \$1800.00 TO \$3300.00

WHEREAS, it is necessary for the Ferry Division to maintain a Petty Cash Revolving Fund in order to have change available when selling single-ride passenger fares, single-ride vehicle/driver fares, and multi-ride punch cards; and

WHEREAS, a \$400.00 Petty Cash Revolving Fund for the Ferry was established by Ordinance No. 88-15, increased to \$800.00 by Ordinance No. 2002-042 on July 23, 2002, increased to \$1000.00 by Ordinance No. 2006-042 on September 28, 2006, and increased to \$1800.00 by Ordinance No. 2007-056 on October 23, 2007; and

WHEREAS, a new position was created in the 2019 budget for a third Regular Relief on the Ferry and this position will need its own petty cash drawer; and

WHEREAS, the Ferry Division has begun selling multi-ride punch cards at the Lummi Island Ferry office and is also in need of its own petty cash drawer; and

WHEREAS, the amount now available is insufficient and it is essential to have sufficient cash available to conduct business transactions on the Ferry, at the Ferry business office, and at the Lummi Island Ferry office.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the amount of the Petty Cash Revolving Fund for the Ferry be increased to \$3300.00; and

BE IT FUTURE ORDAINED that a Treasurer's Check be issued in the amount of \$1500.00 for the purpose of increasing the Ferry Fund Petty Cash Revolving Fund to \$3300.00

ADOPTED this ____ day of _____, 20____.

ATTEST:


WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browe, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON



Christopher Quinn
Senior Deputy Prosecuting Attorney/
Civil Division

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: AB2019-184

File ID:	AB2019-184	Version:	1	Status:	Introduced
File Created:	03/14/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date: 04/09/2019 **Next Mtg. Date:** 04/09/2019 **Hearing Date:**

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the East Whatcom Regional Resource Center Expansion project, in the amount of \$115,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending the project budget for the East Whatcom Regional Resource Center Expansion project, in the amount of \$115,000

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/26/2019	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Ordinance

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: Executive

INTRODUCTION DATE: 03/26/19

ORDINANCE NO. _____

Ordinance amending Project Budget No. 2 (East Whatcom Regional Resource Center, as established through Ordinance 2008-025, eighth request, in the amount of \$115,000, for a total project budget of \$6,212,571

WHEREAS, the initial construction of the East Whatcom Regional Resource Center (EWRRRC) was substantially completed in 2011; and

WHEREAS, on February 9, 2016 the Whatcom County Council approved Ordinance 2016-004 to increase the original project budget to expand the building to accommodate a food bank and multi-use facility; and

WHEREAS, on July 10, 2018 the Whatcom County Council approved Resolution 2018-025 to increase the REET I Fund contribution to the project budget by an additional \$115,000 to supplement funding needed for the full design and build out of the EWRRRC food bank distribution center and multi-use programming community space; and

WHEREAS, the \$115,000 was transferred in 2018 and expenditure authority is now needed to be able to spend the funds,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance No. 2008-025 is hereby amended adding \$115,000 of expenditure authority, as presented in Exhibit A, to the original project budget and subsequent amendments, for a total amended project budget of \$6,212,571.

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:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Jack Louws, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A**EAST WHATCOM REGIONAL RESOURCE CENTER
Amendment #8**

Account	Description	Current Amended Project Budget	Amendment #8 to Ord. 2008-025	Total Amended Project Budget
Expenditures				
6510	Small Tools & Equipment	\$10,000		\$10,000
6610	Contracted Services	\$1,050,000	\$115,000	\$1,165,000
6630	Professional Services	\$880,000		\$880,000
7060	Repairs & Maintenance	\$109,478		\$109,478
7350	Buildings and Structures	\$4,048,093		\$4,048,093
		\$6,097,571	\$115,000	\$6,212,571
Revenues				
4333.1421	HUD-CDBG	\$1,000,000		\$1,000,000
4333.1422	HUD-CDBG	\$750,000		\$750,000
4334.0421	DCD-E Whatcom Reg Res Ctr	\$1,723,750		\$1,723,750
8301	REET I	\$300,000	\$115,000	\$415,000
8301.332	EDI (Public Utilities Improvement Fund)	\$2,323,821		\$2,323,821
		\$6,097,571	\$115,000	\$6,212,571



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-173

File ID:	AB2019-173	Version:	1	Status:	Agenda Ready
File Created:	03/13/2019	Entered by:	JKorn@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	04/09/2019	Next Mtg. Date:		Hearing Date:	
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TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Parks and Recreation Commission for annual Recreational Boating Safety Federal Financial Assistance Grant, in the amount of \$15,392.75 and requiring local match of \$27,617.31

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo (3/5/19), Contract

Final Action:
Enactment Date:
Enactment #:

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

MEMORANDUM

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
DATE: March 5, 2019
SUBJECT: Washington State Parks and Recreation Commission
Recreational Boating Safety Federal Financial Assistant Grant 2019

Enclosed for your review and signature are two (2) original grant agreements between Whatcom County and Washington State Parks and Recreation Commission for grant period March 1, 2019 through September 30, 2019.

Background and Purpose

The Whatcom County Sheriff's Office operates a state approved boating safety program under WAC 352-65 and provides recreational boating safety patrols and enforcement of both county code and state law.

Funding Amount and Source

The Washington State Parks and Recreation Commission awarded Recreational Boating Safety Federal Financial Assistance Grant funds of \$15,392.75 to the Whatcom County Sheriff's Office for 2019.

Differences from Previous Contract

A decrease in funding of \$1,417.94 from the previous original award.
Original award in 2018 was \$16,810.69 with a subsequent additional award of \$5,000.

Please contact Undersheriff Jeff Parks at extension 6610 if you have any questions or concerns regarding the terms of this agreement.

Thank you.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Sheriff's Office		
Division/Program: (i.e. Dept. Division and Program)	35 Sheriff's Office / 3520 Bureau of LE & Investigation / 352060 Boating Program		
Contract or Grant Administrator:	Jeff Parks, Undersheriff		
Contractor's / Agency Name:	WA State Parks and Recreation Commission		
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? 3316FAS160 Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, grantor agency contract number(s): 153 CFDA#: 97.012			
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): _____			
Is this contract the result of a RFP or Bid process? Contract Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: _____			
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): \$ 15,392.75 This Amendment Amount: \$ _____ Total Amended Amount: \$ 15,392.75	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: Annual Recreational Boating Safety (RBS) Grant awarded to the Whatcom County Sheriff's Office to conduct on-the-water patrols during the peak boating period. The Sheriff's Office conducts on-the-water patrols to increase education and enforcement activities encouraging greater compliance with boating safety laws in an effort to reduce boating related loss of life, personal injury, and property damage.			
Term of Contract:	3/1/19	Expiration Date:	9/30/19

Contract Routing:	1. Prepared by: J. Korn	Date: 3/5/19
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Don Hoch
Director



STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road S.W. • P.O. Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
TDD (Telecommunications Device for the Deaf): (360) 664-3133
www.parks.state.wa.us

March 1, 2019

Sheriff William Elfo
Whatcom County Sheriff's Office
311 Grand Avenue
Bellingham, WA 98225-4048

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

Dear Sheriff Elfo:

The Washington State Parks and Recreation Commission has reviewed and accepted your application for a Recreational Boating Safety (RBS) Federal Financial Assistance Grant and is awarding \$ 15,392.75 to your agency. The grant is for the period March 1 to September 30, 2019.

Award Information:

Federal Award Identification: 3316FAS160153
Federal Award Date: 3/1/2019
CFDA Number: 97.012

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

Specifically, You Have Agreed To:

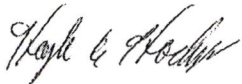
- Provide your agreed upon local funding match as submitted in your A-300 form.
- Carry out your approved prevention plan and reach the measureable prevention goals as submitted in your A-300 form.
- Execute the patrol plans / emphasis patrols / enforcement policies by doing the activity / product during the time frame / target date to achieve your purpose / outcome as submitted in your A-300 form.
- Conduct the number of vessel safety inspections as submitted in your A-300 form.
- Conduct the number and type of educational classes and activities as submitted in your A-300 form.

- Participate and attend the community events and activities as submitted in your A-300 form.
- Conduct the presentations to groups & schools as submitted in your A-300 form.
- Participate and work with media to conduct outreach to boaters and to execute your media plan as submitted in your A-300 form.
- Participate and partner with community forums as submitted in your A-300 form.
- Send State Parks any updated or improved local ordinances that reduce boating accidents.
- Provide the Instructors listed in your A-300 form if requested by State Parks.
- Ensure the "Marine Lead", at a minimum, attends all meetings required / requested by State Parks.
- Attend advanced training (when offered) and maintain currency requirements, once they are posted and announced, to ensure compliance with NASBLA training standards (optional).
- Emphasize enforcement of:
 - Life jacket requirements;
 - Mandatory boater education (required to be carried by operators born after January 1, 1955 when operating a motor boat of 15 hp or more and not otherwise exempted);
 - Boating Under the Influence (BUI); and
 - "Rules of the Road" and other operating regulations, especially between paddle / human powered vessels and motorized vessels.
- Participate in Operation Dry Water in July 2019.
- Request reimbursement for approved expenditures only. Refer to your Federal Financial Assistance Grant Application (enclosed) for terms and conditions.

Your signature on each *Marine Law Enforcement Grant Invoice Voucher* certifies that your agency has completed the work and has retained copies of all the supporting documentation on file for audit purposes per the commitment in the *Federal Financial Assistance Grant Application – Calendar Year 2019 – March 1 to September 30, 2019*.

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

Sincerely,



Hoyle Hodges, Marine Law Enforcement Coordinator
Washington State Parks and Recreation Commission

Enclosures

Cc: Sherri Sweeney
Corey Tolar
Contracts
Fiscal

Don Hoch
Director



STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road S.W. • P.O. Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
TDD Telecommunications Device for the Deaf: 800-833-6388
www.parks.wa.gov

FEDERAL FINANCIAL ASSISTANCE GRANT

In exchange for grant dollars in the amount of \$15,392.75, Whatcom County Sheriff's Office agrees to the following terms:

- To expend **local funds** in the amount of \$27,617.31 during Federal Fiscal Year 2,019 that will satisfy the match requirement of this grant.
- To use funds solely for expenditures limited to the areas outlined in the document "Eligible Expenses of Vessel Registration Fees and Federal Financial Assistance Grants" that can be found at <http://mle.parks.wa.gov/>.
- To use Federal grant funds consistent with the requirements of 2 CFR 200.
- To make at least one instructor available upon request as outlined in the A-300 application.
- To meet all requirements outlined in the annual Vessel Registration Fee Agreement (A-299) with Washington State Parks.
- To follow these procedures to request reimbursement:
 - Use the Marine Law Enforcement Grant Invoice Voucher (form A-19) to invoice State Parks for reimbursement.
 - Submit invoices no more than monthly and no less than quarterly.
 - Submit invoices with the following documents:
 - Officer List Worksheet.
 - Detailed explanations for equipment purchases and maintenance expenditures that occurred during the period in which reimbursement is requested.
 - Maintain records for all allowable expenditures for which grant dollars were spent for a period of six years following the completion of the grant and provide them to State Parks upon request. This includes vessel log sheets.
 - Submit A-19 Invoice Vouchers by the following dates:
 - For the period March-April-May-June (2nd quarter): by July 15th.
 - For the period July-August-September (3rd quarter): by October 15th.

- If, during any quarter, Whatcom County Sheriff's Office is unable to meet the requirements of the grant it will submit a letter, signed by the police chief or sheriff, along with the reimbursement request explaining the reasons and mitigating circumstances. If requested, Whatcom County Sheriff's Office will submit a plan within 30 days of the end of the quarter that describes steps Whatcom County Sheriff's Office will take to meet minimum requirements. In these cases, reimbursement requests may be deferred until the plan is received and approved by State Parks.
- Consider a "zero tolerance" enforcement policy for violations of:
 - Life jacket requirements, including lifejackets not worn, insufficient lifejackets, and lifejackets found unserviceable or the incorrect size
 - Completion and possession of the mandatory boater education card when operating, for operators required to carry it
 - Boat operation under the influence of alcohol (BUI) rules
 - "Rules of the road" and other operating regulations
- Participate with Washington State Parks in the following campaigns:
 - Operation Dry Water
 - National Safe Boating Week
 - Spring Aboard
 - Paddle Safety Week
- My agency will accomplish the goals stated in the A-300 online application and summarized after the signature in this agreement.

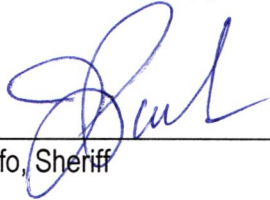
AUTHORIZED SIGNATURE

I certify that I am authorized to obligate the Whatcom County Sheriff's Office listed below, I am authorized to accept such funds, and to guarantee that all grant requirements outlined in this agreement will be met.

<u>See Attached</u> _____ Signing Officer Signature	_____ Date
_____ Signing Officer Name (Please Print)	_____ Title

PREVENTION GOALS SUMMARY	
Total Patrol Hour Goal	647.00
Total Inspections Goal	375.00
Count of State Approved Boater Education Classes Planned	2.00
Sum of Hours for State Approved Boater Education Classes	16.00
Sum of State Approved Boater Education Classes Planned Attendance	50.00
Count of Community Events	5.00
Sum of Community Events Hours	180.00
Count of Presentations to Schools	1.00
Sum of Presentation to Schools Hours	0.00
Count of Presentations to Groups	3.00
Sum of Presentations to Groups Hours	6.00
Count of Dealer Visits Planned	9.00
Sum of Dealer Visits Hours	9.00
Count of Rental Sites Planned	5.00
Sum of Rental Site Visits Hours	6.00
Owned Media Posts	16.00
Earned Media Posts	16.00
Count of Partnering Organizations	1.00
Sum of Partnering Organization Hours	4.00

WHATCOM COUNTY:
Recommended for Approval:


Bill Elfo, Sheriff

3-5-19
Date

Approved as to form:


Prosecuting Attorney

3/6/19
Date

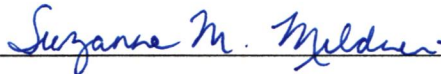
Approved:
Accepted for Whatcom County:

By: 
Jack Louws, Whatcom County Executive

3.8.19
Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 8th day of March, 20 19, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



NOTARY PUBLIC in and for the State of Washington, residing at Bellingham
My commission expires 12-31-22.





Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-185

File ID:	AB2019-185	Version:	1	Status:	Agenda Ready
File Created:	03/19/2019	Entered by:	MEngels@co.whatcom.wa.us		
Department:	Council Office	File Type:	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	04/09/2019	Next Mtg. Date:	Hearing Date:
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TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Code Publishing Co. to increase compensation to an amended total amount of \$63,412

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Code Publishing Co. provides legal publishing services, including supplementing, printing, and computer text output of the Whatcom County Code. This amendment increases compensation by \$6,000.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Contract Info Sheet, Contract amendment, Memo

Final Action:
Enactment Date:
Enactment #:

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
201512014-7

Originating Department:	Council
Division/Program: (i.e. Dept. Division and Program)	
Contract or Grant Administrator:	Dana Brown-Davis
Contractor's / Agency Name:	Code Publishing Company
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201512014</u>	
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? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): <u>RFP 15-69</u> Contract Cost Center: <u>1100</u>	
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 checked="" 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 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): \$ <u>57,412.00</u> This Amendment Amount: \$ <u>6,000.00</u> Total Amended Amount: \$ <u>63,412.00</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies or equipment included approved in the budget. 4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: Provide legal publishing services, including supplementing, printing, and computer text output of the Whatcom County Code. This amendment increases compensation by \$6,000.	
Term of Contract: 1 year	Expiration Date: 12/31/19

Contract Routing:	1. Prepared by: <u>M. Engels</u> 2. Attorney signoff: <u>KNE</u> 3. AS Finance reviewed: <u>m Caldwell</u> 4. IT reviewed (if IT related): _____ 5. Contractor signed: _____ 6. Submitted to Exec.: _____ 7. Council approved (if necessary): _____ 8. Executive signed: _____ 9. Original to Council: _____	Date: <u>3/15/19</u> Date: <u>3/19/19</u> Date: <u>3/19/19</u> Date: <u>3/18/19</u> Date: _____ Date: _____ Date: _____
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Whatcom County Contract No.

201512014-7

Amendment No. 7
Whatcom County Contract No. 201512014

CONTRACT BETWEEN WHATCOM COUNTY AND
Code Publishing Company

THIS AMENDMENT is to the Contract between Whatcom County and Code Publishing Company, dated December 15, 2015, and designated "Whatcom County Contract No. 201512014". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment increases the maximum consideration by \$ 6,000.00 to a total consideration of \$ 63,412.00.

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

This Amendment takes effect: March 15, 2019, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Code Publishing Company have executed this Amendment on the date and year below written.

DATED this 18th day of March, 2019.

CONTRACTOR:

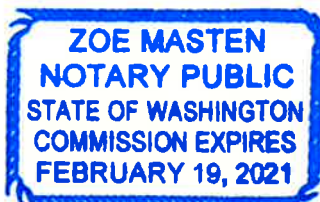
Code Publishing Company
9410 Roosevelt Way NE
Seattle, WA 98115-2844




Margaret O. Bustion, President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 18th day of March, 2019, before me personally appeared MARGARET O. BUSTION to me known to be the PRESIDENT of _____, 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 13800 4th AVE NE

My commission expires FEBRUARY 19, 2021

WHATCOM COUNTY:

Recommended for Approval:

 3.20.19

Department Director Date

Approved as to form:

 3/19/19

Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

CONTRACTOR INFORMATION:

Code Publishing Company
9410 Roosevelt Way NE
Seattle, WA 98115-2844

Margaret O. Bustion, President
cpc@codepublishing.com
800-551-2633
206-527-6831

WHATCOM COUNTY COUNCIL
311 Grand Ave., Suite 105
Bellingham, WA 98225



Dana Brown-Davis
Clerk of the Council

MEMORANDUM

TO: Jack Louws, County Executive
FROM: Marina Engels, Deputy Clerk of the Council
RE: Amend contract with Code Publishing Company
DATE: March 21, 2019

Enclosed are two (2) originals of a contract amendment between Whatcom County and Code Publishing Company for your review and signature.

▪ **Background and Purpose**

Code Publishing Company has been providing legal publishing services, including supplementing, printing, and computer text output of the Whatcom County Code for several years. After an RFP was issued in 2015 a contract in the amount of \$10,103 per year was signed. We have routinely had to amend to increase compensation each year. This is the last year of this contract so an RFP will be issued later this year for services starting in 2020.

▪ **Funding Amount and Source**

The Council budget includes \$16,000 for this contract and amendments.

▪ **Differences from Previous Contract**

This contract amendment is merely an increase in compensation.

Please contact me at extension 5019 if you have any questions or concerns regarding the terms of this agreement.

Thank you.

Encl.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-195

File ID:	AB2019-195	Version:	1	Status:	Agenda Ready
File Created:	03/21/2019	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		

First Assigned to: Council Finance and Administrative Services Committee

Agenda Date:	04/09/2019	Next Mtg. Date:	Hearing Date:
---------------------	------------	------------------------	----------------------

Primary Contact Email: Tschroed@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Cascadia Law Group, PLLC to develop specific text amendments to the Whatcom County Comprehensive Plan and Whatcom County Code (WCC) that implement and are consistent with the provisions of Resolution No. 2019-004

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract between Whatcom County and Cascadia Law Group, PLLC to develop specific text amendments to the Whatcom County Comprehensive Plan and Whatcom County Code (WCC) that implement and are consistent with the provisions of Resolution No. 2019-004

HISTORY OF LEGISLATIVE FILE

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

Attachments: Contract, CIS, Memo, Memo to Council

Final Action:
Enactment Date:
Enactment #:

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201903021

Originating Department:		Whatcom County Council	
Division/Program: <i>(i.e. Dept. Division and Program)</i>			
Contract or Grant Administrator:		Whatcom County Council Office	
Contractor's / Agency Name:		Cascadia Law Group, Attorneys-at-Law	

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

Does contract require Council Approval? Yes ☐ No ☒ If No, include WCC: WCC.2.08.060 (A)
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 ☐ No ☒ If yes, grantor agency contract number(s): _____ CFDA#: _____

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

Is this contract the result of a RFP or Bid process? Contract _____
Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Cost Center: 1100

Is this agreement excluded from E-Verify? No ☐ Yes ☒ 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 for Commercial off the shelf items (COTS).
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>40,000</u> 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: <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, 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.
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Summary of Scope: The overall goal of this contract, and primary task of the contractor, is to develop specific text amendments to the Whatcom County Comprehensive Plan and Whatcom County Code (WCC) that implement and are consistent with the provisions of Resolution No. 2019-004

Term of Contract: <u>1 year</u>	Expiration Date: <u>March 31, 2020</u>
---------------------------------	--

Contract Routing:

1. Prepared by: <u>TH/TS</u>	Date: <u>03.12.19</u>
2. Attorney signoff: <u>KAI</u>	Date: <u>3/20/19</u>
3. AS Finance reviewed: <u>Bennett</u>	Date: <u>3/20/19</u>
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: _____



MEMORANDUM

TO: Whatcom County Council

FROM: Tyler Schroeder, Deputy Executive

RE: Contract for legal representation with Cascadia Law Group PLLC

DATE: March 12, 2019

Enclosed are two (2) originals of a contract between Cascadia Law Group PLLC and Whatcom County for your review and signature.

▪ **Background and Purpose**

As requested by the County Council resolution from January 29th, this new contract is to allow for Cascadia Law Group to develop Comprehensive Plan amendments and County code language pertaining to the Cherry Point Urban Growth Area. This work is to be consistent with County Council Resolution 2019-004 and will be provided to Council to ensure it is consistent with Council's intended policy on this subject. This version can then be processed in a manner consistent with our applicable public review and decision-making protocols. This new scope will provide the public review opportunities necessary to provide the community with a better understanding of the legal and policy framework that the County Council is interested in pursuing.

Funding Amount and Source

\$40,000 from the General Fund will be used through existing County Council budget authority.

▪ **Differences from Previous Contract**

This contract will finalize the Comprehensive Plan Amendments and Code Language. The contract includes coordination with PDS and the Prosecuting Attorney's Office to provide input or guidance to the contractor as it relates to code consistency or local interpretation, as appropriate. PDS staff will then be available to facilitate the public review process once Council has forwarded the draft version to the Planning Commission.

Please contact Tyler Schroeder at extension 5207, if you have any questions or concerns regarding the terms of this agreement.

CONTRACT FOR SERVICES AGREEMENT
Cascadia Law Group, PLLC

Whatcom County Contract No.

201903021

Cascadia Law Group PLLC, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 7,
Exhibit A (Scope of Work), page 8,
Exhibit B (Compensation), page 9,
Exhibit C (Appointment of Special Deputy Prosecuting Attorney, page 10 to 11,
Exhibit D (Certificate of Insurance), page 12.

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

The term of this Agreement shall commence on the 1st day of April, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of March, 20 20.

The general purpose or objective of this Agreement is to develop specific text amendments to the Whatcom County Comprehensive Plan and Whatcom County Code (WCC) that implement and are consistent with the provisions of Resolution No. 2019-04, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$ 40,000.. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

CONTRACTOR:

Cascadia Law Group PLLC

Rodney Brown

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day of , 20 , before me personally appeared Rodney Brown to me known to be the Partner of Cascadia Law Group, PLLC 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 _____.

WHATCOM COUNTY:
Recommended for Approval:

Approved as to form:

Karen H. Finkbeiner 3/20/19
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

CONTRACTOR INFORMATION:

Cascadia Law Group PLLC

Rodney Brown

Address:
1201 Third Avenue, Suite 320
Seattle, WA 98101-2933

Mailing Address:
1201 Third Avenue, Suite 320
Seattle, WA 98101-2033

Contact Name: Rod Brown

Contact Phone: (206) 292-6300

Contact FAX: (206) 292-6301

Contact Email: rbrown@cascadialaw.com

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment: Not Applicable

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

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

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall

preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement automobile and professional liability insurance with the following minimums:

Automobile Liability--\$1,000,000 per occurrence

Professional Liability--\$1,000,000 per occurrence.

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

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement: Not Applicable

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

37.2 Notice: Not Applicable

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

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

38.3 E-Verify: Not Applicable

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

Scope of Work – Cascadia Law Group

The Whatcom County Council approved Resolution No. 2019-004 on January 29, 2019. The overall goal of this contract, and primary task of the contractor, is to develop specific text amendments to the Whatcom County Comprehensive Plan and Whatcom County Code (WCC) that implement and are consistent with the provisions of Resolution No. 2019-004.

TASK	CONTRACTOR ACTION / DELIVERABLE
Task # 1 Recommend text changes to the Whatcom County Comprehensive Plan and Whatcom County Code	<i>Action(s):</i> <ol style="list-style-type: none">1. Review the County Council's October 9, 2018 draft amendments.2. Review the County Council's January 15, 2019 draft amendments.3. Review Whatcom County Resolution No. 2019-004.4. Draft Comprehensive Plan and code amendments that implement and are consistent with Resolution No. 2019-004.5. Review recommended Comprehensive Plan and code amendments with the Whatcom County Planning and Development Services Department for consistency with other code provisions and ease of administering the proposed amendments.6. Review recommended Comprehensive Plan and code amendments with the Whatcom County Prosecuting Attorney's Office for legal defensibility. <i>Deliverable(s):</i> <p>Recommended text amendments, that implement and are consistent with Whatcom County Resolution # 2019-004, to the following:</p> <ol style="list-style-type: none">1. The Whatcom County Comprehensive Plan;2. Title 20 (Zoning Code);3. Title 22 (WCC 22.05, Project Permit Procedures); and4. Title 16 (WCC 16.08, State Environmental Policy Act). <p>The recommended text amendments will be in "Track Changes" format with specific amendments shown with underlining and strike-throughs relative to the currently adopted text.</p>
Task # 2 Attend public meetings to explain recommendations and answer questions	<i>Action(s):</i> <ol style="list-style-type: none">1. Attend two (2) work sessions of the Whatcom County Planning Commission to explain the recommended amendments and answer questions.2. Attend two (2) meetings of the Whatcom County Council to explain the recommended amendments and answer questions. <i>Deliverable(s):</i> N/A

EXHIBIT "B"
(COMPENSATION)

In consideration of the services performed under the terms of this Contract, the Contractor shall be paid a total not to exceed Forty Thousand Dollars (\$40,000.00) to the end of the contract date of March 31, 2020.

Billing Procedures: The Contractor shall submit written claims on a monthly basis in any month where there is activity in this case for reimbursement of services provided unless otherwise approved in writing by the County. It is agreed that the Contractor shall be paid for his services within 30 days of receipt of the monthly claim and upon determination of accuracy. Monthly claims are to be submitted to the Clerk of the Council.

Contractor's Fee Schedule: Contractor bills for services by the hour. For this matter, the Contractor is offering discounted municipal rates to reflect the public nature of the work. The Contractor will charge the County according to the following rate schedule:

Rodney Brown	\$395 per hour for work on this matter
Dennis McLerran	\$395 per hour for work on this matter
Tanya Barnett	\$325 per hour for work on this matter
Land Use Planner	\$210 per hour for work on this matter
Paralegal	\$100 per hour for work on this

Charges for time spent traveling will be at 75% of the rates shown above.

The Council will also reimburse the Contractor for all out-of-pocket costs incurred on behalf of the County. These items include such things as travel expenses including car mileage in excess of 30 miles per trip at the business mileage rate calculated by the IRS (currently, \$.58 per mile); copying expenses at \$.15 per copy (\$.75 per color copy) for in-house copying and at cost, including taxes, for outside copying services; long distance telephone charges; FAX charges; document delivery charges and conference call charges at cost; court or administrative board filing fees and other court- or board-related expenditures including court reporter and transcription fees at cost, and computerized legal research charges.

Whatcom County Prosecuting Attorney
311 Grand Avenue, 201
Bellingham, WA 98225

Appointment of Special Deputy Prosecuting Attorney

WHEREAS, RCW 36.27.040 authorizes the Prosecuting Attorney to appoint a Special Deputy Prosecuting Attorney, whose authority is limited to the purposes stated below;

WHEREAS, the Prosecuting Attorney desires to appoint a Special Deputy to represent Whatcom County in developing specific text amendments to the Whatcom County Comprehensive Plan and Whatcom County Code that implement and are consistent with the approved Whatcom County Resolution No. 2019-004, and other services as provided under the Scope of Work – Exhibit A set forth in Whatcom County contract No. 201903021, attached hereto and incorporated herein as reference.

WHEREAS, this appointment shall commence April 1, 2019, and continue through April 1, 2020. The Prosecuting Attorney shall retain the unilateral right to revoke this appointment at any time. Such revocation shall not affect the right to compensation for unpaid services rendered by RODNEY BROWN prior to the date of revocation of this appointment.

NOW THEREFORE, RODNEY BROWN, and/or attorneys assigned by him from the law firm of *Cascadia Law Group*, PLLC, shall be and are hereby appointed by the Whatcom County Prosecuting Attorney as Special Deputy Prosecuting Attorney(s) for the limited purposes stated herein.

Dated this 20 day of March, 2019.



ERIC J. RICHEY
Whatcom County Prosecuting Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

I, RODNEY BROWN, do solemnly swear that I will support the Constitution of the United States, the Constitution and the laws of the State of Washington, and I will to the best of my judgment, skill and ability, truly, faithfully, diligently, impartially and honestly perform and discharge the duties of the office of the Special Deputy Prosecuting Attorney in and for the County of Whatcom, State of Washington, according to the law and to the best of my ability, so help me God.

RODNEY BROWN
Attorney at Law

SIGNED AND SWORN to before me this ____ day of March, 2019.

NOTARY PUBLIC Washington State
Residing at: _____
My commission expires: _____

EXECUTIVE'S OFFICE

County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Jack Louws
County Executive

MEMO TO: WHATCOM COUNTY COUNCIL MEMBERS

FROM: JACK LOUWS, COUNTY EXECUTIVE

RE: CASCADIA LAW GROUP CONTRACT

DATE: MARCH 12, 2019

I have reviewed the County Council resolution from January 29th, requesting funding to have Cascadia Law Group write draft comprehensive plan and code language associated with negative impacts from exports/transshipments from the Cherry Point UGA for Council review.

As you know, I am not pleased with the process that Council has taken in reviewing the Cherry Point land use issues. This began with the enactment of the interim emergency moratorium and then continued with the content of the first ordinance, which I believe is flawed and legally suspect.

I am also concerned with Council's commitment to a transparent review of these issues. The community expects and deserves that. I initially signed the Cascadia Law Group contract, back in 2017, because I thought their work, based on the contracted scope of work, and the anticipated public process, was going to provide the community a better understanding of the legal and policy framework that the County Council was interested in pursuing. Unfortunately, that has not happened as demonstrated by the last minute documents that have been submitted throughout this process.

Hopefully, the Council's request in this latest resolution is to allow Cascadia Law Group to complete the scope of work from the original contract and actually develop Comprehensive Plan Amendments and code language. This work would show the Council's intended policy. This version could then be processed in a manner consistent with our applicable public review and decision-making protocols. That would be consistent with what I have been requesting since it became clear that Cascadia Law Group was not going to accomplish all of the original contract's deliverables.

As they have shown throughout the last year, PDS staff will be available to facilitate the language that Council receives from Cascadia Law Group and facilitate the public review process at Planning Commission and Council. However, it is unfair to staff for Council to continue requesting development of proposed comp plan/code language when Council's proposed policy seems to change from one meeting to the next. As an example, please consider the vast differences between the policy frameworks in the versions from October 2018, January 15th, 2019 and this latest January 29th resolution.

To that end, I am submitting a contract for Council consideration to allow for up to \$40,000 of services, utilizing salary savings from the unfilled Legislative Policy Analyst position, to develop comprehensive plan/code language consistent with the Council's position. The contract includes coordination with PDS and the Prosecuting Attorney's Office to provide input or guidance to the contractor as it relates to code consistency or local interpretation, as necessary. Once Council has forwarded the draft version to the Planning Commission PDS staff will facilitate public review.

I anticipate that this plan will suffice as an adequate response to the resolution passed by council on January 29, and I trust that Council will work within this authority to conclude the contract work related to the Cherry Point issue.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-206

File ID:	AB2019-206	Version:	1	Status:	Agenda Ready
File Created:	03/28/2019	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:	04/09/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: swinger@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to award RFP #19-12, and authorization to enter into a 36-month lease with Marple Fleet Leasing for leasing four vehicles for the Sheriff's Office, in the amount of \$71,704.12

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Per WCC 3.08.100(A), the Sheriff's Office requests approval for the County Executive to award RFP #19-12, and authorization to enter into a 36-month lease with Marple Fleet Leasing for leasing four vehicles in the amount of \$71,704.12, for leasing four vehicles for use by the Drug Task Force. This is a planned expenditure and funds were approved in the current budget for the Drug Fund

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Approval Request RFP 19-12

Final Action:
Enactment Date:
Enactment #:

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**



FINANCE/ACCOUNTING
Whatcom County Courthouse
311 Grand Avenue, Suite #503
Bellingham WA 98225-4082
Brad Bennett, Finance Manager

DATE: March 28, 2019
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Approval to Award RFP #19-12 Leasing of Drug Task Force Vehicles

BACKGROUND

A request for proposals for the leasing of four vehicles for the Drug Task Force was publically advertised and four responses were received on Tuesday, March 26, 2019.

The Sheriff's Office is requesting approval to award the RFP and enter into a 36-month lease with Marple Fleet Leasing, the most qualified vendor who also offers the lowest price. The total cost for a 36-month lease is \$71,704.12.

VEHICLE	MONTHLY PAYMENT	36 MONTHS	TAX	TOTAL
2019 Nissan Titan	530.00	19,080.00	1,698.12	20,778.12
2019 Ford F150	342.00	12,312.00	1,095.77	13,407.77
2019 Nissan Pathfinder	559.00	20,124.00	1,791.04	21,915.04
2019 Nissan Rogue	398.00	14,328.00	1,275.19	15,603.19
TOTAL 36 MONTH LEASE				71,704.12

The Sheriff's Office will handle and pay for the license and title fees separately from the lease agreement.

FUNDING

This is a planned expenditure and funds exist in the current Drug Fund budget. I recommend approval.


AS Finance Manager

Approved as recommended:

County Executive

Date of Council Action _____

WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF

PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 676-6650



JEFF PARKS
UNDERSHERIFF

ART EDGE
CHIEF DEPUTY

DOUG CHADWICK
CHIEF DEPUTY

STEVE COOLEY
CHIEF INSPECTOR

WENDY JONES
CHIEF OF CORRECTIONS

DATE: March 27, 2019

TO: Brad Bennett, Finance Manager

THROUGH: Sheriff Bill Elfo

A handwritten signature in blue ink, appearing to read "Bill Elfo".

FROM: Chief Deputy Kevin Hester

A handwritten signature in black ink, appearing to read "Kevin Hester".

RE: Recommendation of Vendor for DTF Leased Vehicles (RFP #19-12)

Under RFP 19-12 the Whatcom County Sheriff's Office has received four bids for the leasing of four vehicles to be utilized by our Whatcom Gang and Drug Task Force. The lease would be for a 36 month period, beginning May 1, 2019, with the option of one additional 12 month lease at the end of the 36 month term. After careful consideration of all four bids in relation to the selection criteria we had established, it is our recommendation that the bid be awarded to **Marple Fleet Leasing**, pending successful approval by the Whatcom County Council.

The following is a breakdown of each vendor (Marple Fleet Leasing; Acme Auto Leasing; Admiral Vehicle Leasing and Vehicle Leasing Associates-VLA), what they can provide, how that meets our selection criteria and how we ranked the vendors:

All of the vendors successfully met the criteria in regards to experience of the firm, length of time in business, relevant experience and experience in fleet leasing of the individuals who would be assigned to our account. In addition, two of the vendors (Marple and Acme) have positive previous experience in working with Whatcom County. Marple is currently the incumbent vendor who handles our current vehicle leasing term that this RFP will replace. All vendors also supplied relevant references to verify their abilities to perform the work required. All vendors supplied yearly mileage of 20,000 per vehicle with additional mileage charged at \$.15 per mile.

Admiral Leasing offered some additional services that included maintenance, fuel service, accident management and risk management. It is believed that these additional services could be added on for an additional cost yet to be negotiated. Admiral and VLA also offered a slightly reduced rate for the optional 12 month lease at the end of the 36 month term.

The priority selection criteria that we evaluated, in order, included the "vendor's ability to provide the vehicle specifications and desired requirements," "product delivery within the County's specified parameters" (May 1, 2019), and "...pricing arrangements that present minimum costs to the County over the term of the contract." **Marple** was the clear leader in the priority selection criteria. They met the mark in regards to the vehicle specifications (mix of import and domestic

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CHIEF INSPECTOR

WENDY JONES
CHIEF OF CORRECTIONS

trucks and SUV's), darker colors requested, had the most timely delivery dates (May 1st and June 20th) and the best cost over the term of the contract (\$65,844 over 36 months).

In regards to the other vendors, **Acme** met the mark in regards to the vehicle specifications and colors/equipment requested. They could provide the order cut off dates in the required time frame, but the actual delivery was a little vague and would probably be 12 or more weeks out. Their cost was about \$5000 a year higher than Marple for a total of \$80,460 over the 36 month term. **Admiral** was able to provide the vehicle specifications but they listed that they would provide two of the vehicles in a color that was not acceptable for our criteria (super white). The delivery date was listed as "approximately 8-12 weeks" after ordering from the manufacturer, with the caveat that other factors may affect the delivery date. Admiral's pricing would be \$82,404 over the 36 month term. **VLA** did not meet the criteria for vehicle specifications as they provided all domestic brands with no import brands listed. No colors were listed and delivery dates ranged from 75-80 days after receipt of the purchase order for the 2019 vehicle, to 60-75 days after June 15th for the three 2020 vehicles. Overall pricing for the 36 month term from VLA was \$84,528. Please see the attached spreadsheet for a full breakdown of these priority selection criteria in relation to each vendor.

After a full review of proposals from the four respondents, it is the Whatcom County Sheriff's Office recommendation to award the bid to Marple Fleet Leasing. Based on our selection criteria the order of ranking was as follows:

1. Marple Fleet Leasing
2. Acme Auto Leasing
3. Admiral Vehicle Leasing
4. Vehicle Leasing Associates

Marple Fleet Leasing can provide the vehicles we requested, in the required colors, and with the specified equipment. They meet the delivery date criteria far ahead of any of the other vendors and they had the best overall pricing plan for the term of the contract. Full Marple pricing breakdown is as follows:

- Combined lease cost of 4 vehicles per month is \$1829 plus tax of \$162.78 equals **\$1991.78** per month.
- Lease cost per year of \$21,948 plus tax of \$1953.37 equals **\$23,901.37** per year.
- Lease cost over the 36 month term of lease is \$65,844 plus tax of \$5860.12 equals total cost of **\$71,704.12**.

This is the amount we would be seeking Council and Executive approval for. The Sheriff's Office would be reimbursed this amount from the Whatcom County Drug Fund for payment of the vehicle

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CHIEF INSPECTOR

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CHIEF OF CORRECTIONS

leases. Should you have any additional questions, please contact Chief Deputy Kevin Hester at extension 6634. Thank you.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-212

File ID:	AB2019-212	Version:	1	Status:	Agenda Ready
File Created:	04/02/2019	Entered by:	NKallunk@co.whatcom.wa.us		
Department:	Human Resources Division	File Type:	Discussion		

First Assigned to: Council Committee of the Whole-Executive Session

Agenda Date:	04/09/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: nkallunk@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Update on negotiations and planning strategy discussion regarding collective bargaining
[Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.140 (4) (a)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Stragety planning discussion and positions to be taken during collective bargaining per RCW 42.30.140(4)(a)

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: AB2019-208

File ID:	AB2019-208	Version:	1	Status:	Agenda Ready
File Created:	04/01/2019	Entered by:	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Discussion		

First Assigned to: Council Planning and Development Committee

Agenda Date:	04/09/2019	Next Mtg. Date:		Hearing Date:	04/23/2019
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Primary Contact Email: cstrong@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Discussion of a proposed ordinance adopting amendments to WCC Title 20 Zoning, amending the lot coverage limits for public community facilities in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts (related ordinance to be introduced this evening under AB2019-207)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion on amending Whatcom County Code Title 20 Zoning to increase the lot coverage limit for public community facilities from 20% to 35%, with no limitation on building footprint size, in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Report, Draft Ordinance

Final Action:
Enactment Date:
Enactment #:

Whatcom County Planning & Development Services Staff Report

Public Community Facilities Lot Coverage Amendment

I. FILE INFORMATION

File # PLN2017-00007

File Name: Title 20 Zoning Code Amendments – Public Community Facilities Lot Coverage

Applicant: Whatcom County Planning and Development Services (PDS)

Summary of Request: Amend Whatcom County Code Title 20 Zoning to increase the lot coverage limit for public community facilities from 20% to 35%, with no limitation on building footprint size, in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts.

Location: Countywide

Staff Recommendation: Approve

II. BACKGROUND

In 2012 Whatcom County adopted Ordinance 2012-032 in response to the Growth Management Hearings Board decision, which found Whatcom County's rural development regulations lacked measures to protect rural character. Among the amendments made by this ordinance were changes to the maximum lot coverage standards in the RR, R, and TZ zoning districts. Lot coverage is "the percent of a lot or parcel which is, or will be, covered by all structures located thereon." (WCC 20.97.217). Before 2012 the maximum lot coverage in these zones was 35% of the lot, regardless of the lot's size. The 2012 amendments changed the standard to "no more than 5,000 square feet or 20%, whichever is greater, of the total area, not to exceed 25,000 square feet," as a way to minimize building size and stormwater impacts¹.

In 2015 in another code amendment related to the same Growth Management Hearings Board case (Ord. 2015-048), the County adopted an amendment to WCC 20.80.100(2) that allowed public community facilities to exceed the cumulative building size limits in rural commercial zones, subject to a conditional use permit. In keeping with the Growth Management Act's intention not to place urban services and facilities in rural areas, that provision was limited to "a public community facility that serves a predominantly rural area."

In October 2016, the County adopted Ordinance 2016-045, which, among other things, adopted the Department of Ecology's *Stormwater Manual for Western Washington* to be applied countywide. This action requires that development over a certain size install controls and mitigate stormwater impacts caused by development. It essentially nullified the need to maintain a lesser lot coverage as a way of managing stormwater.

In June 2017 Whatcom County Public Works asked PDS to process a building permit for an addition to a building within the County's Maintenance and Operations facility on West Smith Road, in the Rural (R)

¹ Other than in our Watershed Overlay areas around our lakes, prior to this Whatcom County had no stormwater regulations applicable in the rural areas.

district. The facility currently covers only 0.56% of the lot (35,773 sf of buildings on 147 acres) and thus doesn't exceed the 25% lot coverage standard, but it does exceed the 25,000 square foot maximum. Thus, without this amendment there is no way to approve this addition.²

In 2018, the Mount Baker School District (MBSD) also approached PDS with a conundrum. In order to accommodate the expected rise in the number of students over the next 20 years, they anticipate needing to build new additions and buildings to several of their campuses (some sooner than later). But they find that they, too, would not be able to do so under the current restrictions. Table 1 shows the District's projections of their needs, as well as how much they are currently over/under the 25,000 sf building footprint and 20% lot coverage limits, as well as were they to build all structures necessary to accommodate their projected needs.

² Because the maintenance facility is a permitted use in the R zone (WCC 20.36.060) expansion of the building cannot be processed as an expansion of a nonconforming use under WCC 20.83.020. Also there is no "hardship" that would justify an application for a variance.

Table 1. Mount Baker School District Facility Lot Coverage/Building Footprint Analysis by Campus, February 2019

Facility	Current						Future				Allowable Bldg. Footprint w/ 35% Lot Coverage (sf)
	Lot Size (ac)	Lot Size (sf)	Cumulative Bldg. Footprint (sf)	Amount Over/Under Max 25,000 sf	Lot Coverage (%)	Amount Over/Under 20% Lot Coverage	Total Projected Bldg. Footprint needed w/in next 20 Years (sf)	Amount Over/Under Max 25,000 sf	Projected Lot Coverage (%)	Amount Over/Under 20% Lot Coverage	
Acme Elementary School	11.20	487,872	30,299	-5,299	6.21%	13.79%	41,184	-16,184	8.44%	11.56%	170,755
Harmony Elementary School	14.28	622,037	41,135	-16,135	6.61%	13.39%	51,871	-26,871	8.34%	11.66%	217,713
Kendall Elementary School	21.84	951,350	58,018	-33,018	6.10%	13.90%	71,832	-46,832	7.55%	12.45%	332,973
Mount Baker Jr/Sr High School	25.00	1,089,000	192,831	-167,831	17.71%	2.29%	235,742	-210,742	21.65%	-1.65%	381,150
Educational Resource Center	13.20	574,992	4,512	20,488	0.78%	19.22%	8,219	16,781	1.43%	18.57%	201,247
Transp./Maint./Ag Instruction	9.33	406,415	19,946	5,054	4.91%	15.09%	22,446	2,554	5.52%	14.48%	142,245

Built-in Projection Assumptions

- **1-5 Years:** At the elementary schools the increased lot coverage is for portables, at the JH/HS it is for a 25% increase in coverage for the Field House
- **Preschool:** This would be placement of a portable at each Elementary School site dedicated for Preschool / Early Education which is something the District is considering
- **6-20 Increase:** Is based upon a long-term consideration of approximately 16% growth in student population, 75 @ Elementary, 150 @ JH/HS level, and 15 @ Pre-K

Considerations (Per School)

- **Acme Elementary**
 - Two portables foreseeable within the next two years to address space issues for pull-out instruction, new computer lab, itinerant staff, etc.
 - Long-term, expand space for a separate cafeteria. Also, addition of a portable for preschool / early education

- **Harmony Elementary**
 - One to two portables foreseeable within the next two years to address space issues for one-on-one pull-out, outside agency use, resource room, etc.
 - Long-term, expand space for a separate cafeteria. Also, addition of a portable for preschool / early education
- **Kendall Elementary**
 - One to two portables foreseeable within the next two years to address space issues for classroom, computer lab, etc.
 - Addition of a portable for preschool / early education
- **Junior High / High School**
 - Expansion of Field House is high priority. Weight room and locker rooms are in need of material upgrades
 - Special Program / Curriculum Portable upgrade in progress
- **Educational Resource Center**
 - Potential install of a play shed
 - Long term if there is an increase in population, the site would need expansion
- **Transportation / Maintenance / Agricultural Instruction**
 - Two portables foreseeable within the next few years to replace temporary Driver Lounge & Transportation Office
 - At this time, there is no foreseeable long-term expansion at the facility

III. ZONING CODE AMENDMENT

Originally, this proposed amendment exempted both public community facilities *and* community centers from the lot coverage limits of the RR, R, and TZ zones. These facilities are defined in WCC as follows:

20.97.323.1 Public community facility.

“Public community facility” means a publicly funded community service facility, including but not limited to a fire station, law enforcement station, public school, library, or water/sewer treatment facility; and excluding correction facilities.

20.97.070 Community center.

“Community center” means land and/or building(s) owned by a public agency or private nonprofit entity used for social, civic, educational or recreational purposes, which serves mainly the community where located; including but not limited to community halls and centers, grange halls, senior citizen centers, teen centers, youth clubs, field houses and churches. The facilities are available for occasional public meetings. They may also have the minimal kitchen facilities required for occasional banquets. Private clubs as defined in this ordinance are not included.

However, at their July 13, 2017, hearing on this matter, the Planning Commission was concerned about including community centers in this amendment, as they foresaw it allowing for a proliferation of large-scale buildings in the rural areas. Not only could this impact rural character, but they worried that were such facility to go bankrupt or otherwise close, the building could not be used for anything else and would sit empty. Thus, they did not recommend approval.

For the proposal currently before Council, staff has worked with the Mount Baker School District and Public Works in determining that a lot coverage maximum of 35% (what it was originally), rather than 20% (what it is currently), without a cap on the building footprint size, would allow both to expand adequately to serve their projected needs in serving the rural community. Schools would still need to obtain a conditional use permit in the RR, R, and TZ districts and “serve a predominantly rural area” to be eligible for the reduction. Additionally, we have deleted the previously proposed exemption for community centers to address the Planning Commission’s concern.

The proposed language would read:

Chapter 20.32 RESIDENTIAL RURAL (RR) DISTRICT

20.32.450 Lot coverage. (Adopted by reference in WCCP Chapter 2.)

Except as follows, n~~No~~ structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet. Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.

Chapter 20.36 RURAL (R) DISTRICT

20.36.450 Lot coverage. (Adopted by reference in WCCP Chapter 2.)

Except as follows, n~~No~~ structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet. Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.

Chapter 20.37 POINT ROBERTS TRANSITIONAL ZONE (TZ) DISTRICT

20.37.450 Lot coverage.

Except as follows, no structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet. Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.

Adopting the proposed amendment would allow public facilities the ability to keep pace with the need for their services in rural areas, while at the same time ensuring neighboring property owners have the opportunity to review and comment on any expansion plans through the conditional use process.

IV. COMPREHENSIVE PLAN EVALUATION

Whatcom County Comprehensive Plan goals and policies that are applicable to the proposed amendments are listed below:

Goal 2DD: Retain the character and lifestyle of rural Whatcom County.

Policy 2DD-2: Protect the character of the rural area through the County's development regulations. In addition to the policies of this plan that profile measures governing rural development, the following County's key development regulations are incorporated into this plan by reference to assure that the plan contains measures to protect rural character:

.....

B. Measures to assure visual compatibility of rural development with the surrounding rural area:

1. Ensure that the visual landscapes traditionally found in rural areas and communities are preserved through limitation on structural coverage of lots in the following Zoning Code provisions, adopted herein by reference:

- a. WCC 20.32.040 Lot coverage, Residential Rural District
- b. WCC 20.36.040 Lot coverage, Rural District

.....

Goal 2EE: Ensure that rural areas are provided with services consistent with the rural character and that development patterns do not encourage an increased service level or degrade water quality.

.....

Policy 2EE-2: Coordinate and plan public facilities, services, roads, and utilities to ensure that rural areas have appropriate and adequate rural levels of service necessary to maintain a rural lifestyle. Coordinate with rural service providers to ensure efficient and effective service to rural areas.

The subject amendment is consistent with the above referenced Comprehensive Plan goals to protect rural character through measures to assure visual compatibility, and to ensure that adequate public facilities are provided in the rural area.

V. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION

Staff recommends the Planning Commission adopt the following findings of fact and reasons for action:

1. Whatcom County Planning and Development Services has submitted an application for amendments to WCC Title 20 Zoning to exempt public community facilities from lot coverage limits in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts.
2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on June 29, 2017.
3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on June 21, 2017.
4. Notice of the Planning Commission public hearing for the amendments was published in the Bellingham Herald on June 30, 2017.
5. The Planning Commission held a public hearing on the proposed amendments on July 13, 2017.
6. Comprehensive Plan Policy 2DD-2.B.1 supports protecting rural character through lot coverage regulations.
7. Comprehensive Plan Policy 2EE-2 requires that the County ensure adequate public facilities and services in rural areas.

VI. PROPOSED CONCLUSIONS

1. The amendments to the zoning code are in the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

VII. STAFF RECOMMENDATION

Planning and Development Services recommends that the County Council adopt these amendments approval.

ATTACHMENTS

Draft ordinance

PROPOSED BY: _____
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO WHATCOM COUNTY CODE TITLE 20 ZONING, AMENDING THE LOT
COVERAGE LIMITS FOR PUBLIC COMMUNITY FACILITIES IN THE RESIDENTIAL RURAL (RR), RURAL (R),
AND POINT ROBERTS TRANSITIONAL ZONE (TZ) DISTRICTS**

WHEREAS, Whatcom County Planning and Development Services has proposed amendments to Whatcom County Code Title 20 Zoning; and

WHEREAS, The Whatcom County Council reviewed and considered Planning Commission recommendations, staff recommendations, and public comments on the proposed amendments; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. Whatcom County Planning and Development Services has submitted an application for amendments to WCC Title 20 Zoning to exempt public community facilities and community centers from lot coverage limits in the Residential Rural (RR), Rural (R), and Point Roberts Transitional Zone (TZ) districts.
2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on June 29, 2017.
3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on June 21, 2017.
4. Notice of the Planning Commission public hearing for the amendments was published in the Bellingham Herald on June 30, 2017.
5. The Planning Commission held a public hearing on the proposed amendments on July 13, 2017.
6. Comprehensive Plan Policy 2DD-2.B.1 supports protecting rural character through lot coverage regulations.
7. Comprehensive Plan Policy 2EE-2 requires that the county ensure adequate public facilities and services in rural areas.

CONCLUSIONS

1. The amendments to the zoning code are the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The following amendments to the Whatcom County Code are hereby adopted.

Chapter 20.32 RESIDENTIAL RURAL (RR) DISTRICT

20.32.450 Lot coverage. (Adopted by reference in WCCP Chapter 2.)

Except as follows, No structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet.

Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.

Chapter 20.36 RURAL (R) DISTRICT

20.36.450 Lot coverage. (Adopted by reference in WCCP Chapter 2.)

Except as follows, No structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet. Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.

Chapter 20.37 POINT ROBERTS TRANSITIONAL ZONE (TZ) DISTRICT

20.37.450 Lot coverage.

Except as follows, No structure or combination of structures shall occupy or cover more than 5,000 square feet or 20 percent, whichever is greater, of the total lot area, not to exceed 25,000 square feet. Public community facilities that serve a predominantly rural area shall occupy or cover no more than 35% of a lot, with no limitation on structure (or combination of structures) size. Buildings used for livestock or agricultural products shall be exempt from this lot coverage requirement.

ADOPTED this _____ day of _____, 2019.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Rud Browne, Chairperson

APPROVED as to form:

() Approved () Denied

Civil Deputy Prosecutor

Jack Louws, Executive

Date: _____



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2019-030

File ID:	MIN2019-030	Version:	2	Status:	Agenda Ready
File Created:	03/27/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	04/09/2019	Next Mtg. Date:		Hearing Date:	

Primary Contact Email: [Click here to enter text.](#)

TITLE FOR AGENDA ITEM:

Joint Meeting with Skagit and San Juan Counties on February 5, 2019

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

[Click here to enter text.](#) (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Joint Meeting with Skagit and San Juan February 5 2019.pdf

Final Action:
Enactment Date:
Enactment #:

Joint Meeting with San Juan County Council, Skagit County Board of Commissioners, and Whatcom County Council

(Special meeting of San Juan & Whatcom County Councils – Regular meeting of Skagit County Commissioners)

Date: **February 5, 2019**

Please Note: Minutes were prepared by the Skagit County Clerk for separate approval by the Whatcom County Council, Skagit County Board of Commissioners, and San Juan County Council.

A joint meeting was held by the San Juan County Council, Skagit County Board of Commissioners, and the Whatcom County Council on Tuesday, February 5, 2019, in the Skagit County Commissioners' Hearing Room located at 1800 Continental Place, Mount Vernon, WA.

All members of the San Juan County Council were present: Council Chair Jamie Stephens, Councilmember Bill Watson and Councilmember Rick Hughes.

All members of the Skagit County Board of Commissioners were present: Chair Lisa Janicki, Commissioner Ron Wesen and Commissioner Kenneth A. Dahlstedt.

All members of the Whatcom County Council were present: Council Chair Rud Browne, Councilmember Barbara Brenner by telephone, Councilmember Barry Buchanan, Councilmember Tyler Byrd by telephone, Councilmember Todd Donovan, Councilmember Carol Frazey and Councilmember Satpal Sidhu.

I. [CALL TO ORDER:](#)

Skagit County Chair Janicki called the proceedings to order at 2:31 p.m. which was followed by San Juan Council Chair Stephens, Whatcom County Council Chair Browne, and Skagit County Chair Janicki calling their Councils and Commissioners to order.

II. [PLEDGE OF ALLEGIANCE:](#)

Skagit County Chair Janicki led the gallery in the salute to the flag.

III. AGENDA:

a) 2:30 p.m. - 3:45 p.m. Joint Meeting - San Juan, Skagit and Whatcom Counties:

1. [Selection of Chair and Discussion and Adoption of Agenda](#)

San Juan County Councilmember Hughes made a motion to nominate Skagit County Chair Janicki to Chair the joint meeting. The Motion was seconded by Whatcom County Councilmember Buchanan. The vote passed unanimously.

2. [Review Process Including Tabulation](#)

Chair Janicki provided an orientation and introductions were made. An overview of the agenda was provided and it was explained that the meeting had been advertised with two possible action items (appointment to the senate and possible appointment to the house of representatives) and that the second possible action item was no longer necessary since the Washington State Democratic Central Committee only provided nominations towards the vacant senate position.

Joint Meeting with San Juan County Council, Skagit County Board of Commissioners, and Whatcom County Council

(Special meeting of San Juan & Whatcom County Councils – Regular meeting of Skagit County Commissioners)

Date: **February 5, 2019**

Chair Janicki announced that no substantive changes could be made to the agenda. She called for minor updates and asked for its approval. No changes were made and it was approved unanimously.

Chair Janicki provided background information regarding the purpose of the joint meeting. The 3 legislative bodies were meeting in order to make an appointment to a vacancy that existed in the Washington State 40th Legislative District. The vacancy was due to the resignation of former Senator Kevin Ranker. Since the 40th district encompasses San Juan County and portions of Skagit and Whatcom County, councilmembers and commissioners from the 3 counties needed to collectively take action to appoint 1 of the 3 candidates nominated by the Washington State Democratic Central Committee. The Committee nominated Kris Lytton, Liz Lovelett, and Trevor Smith.

Chair Janicki described how the vote would be taken and how it would be weighed so that each county received 3 votes in total. Each of the 3 members of the San Juan County Council had 1 vote. Each of the 3 members of the Skagit Board of Commissioners had 1 vote. Each of the 7 members of the Whatcom County Council had 3/7th of a vote. This equaled 9 total votes. The manner that the vote would work was described: that once a motion was made and seconded, the clerks would call the roll one member-at-a-time and they would be tabulated. If the total number of votes totaled more than 4.5 then it passed and the Resolution could be executed.

Chair Janicki asked if there were any questions on how the vote would be taken. No questions were asked.

3. [Interview of Three Nominees](#)

Chair Janicki provided an overview of how the interviews would be conducted: one-at-a-time, in order of preference as they were provided from the State Democratic Party, and that each candidate would have 5 minutes to provide information with 5 minutes of questions to follow.

After the interviews, comments, and a successful vote, Chair Janicki shared that the person appointed to fill the vacant position could be sworn in at the end of the meeting. Skagit County Superior Court Presiding Judge Brian Stiles and County Auditor Sandra Perkins would be present to do so.

Kris Lytton was interviewed first, followed by Liz Lovelett and Trevor Smith. Each nominee provided information about why they were seeking to fill the vacant position in the 40th Legislative District and they answered questions from the Councilmembers and Commissioners.

4. [Joint Deliberations Regarding the 40th Legislative District Vacancy in the Senate and Discussion Regarding a Potential Vacancy and Appointment in the 40th Legislative District House of Representatives](#)

Chair Janicki asked for comments and observations from Commissioners and Councilmembers.

Council Chair Browne shared concerns regarding the process and the outdated Attorney General's Office (AGO) opinion that had been followed which barred the most experienced and qualified for consideration for nomination (county councilmembers/commissioners). He discussed the golden rule: every citizen can vote and every citizen can serve in public office. He clarified that he had no complaint about the character of the 3 nominees before them, he felt

Joint Meeting with San Juan County Council, Skagit County Board of Commissioners, and Whatcom County Council

(Special meeting of San Juan & Whatcom County Councils – Regular meeting of Skagit County Commissioners)

Date: **February 5, 2019**

that the justification for preventing all thirteen members from the 3 counties from consideration could not be found in the rule book of a free and fair democratic society. Due to that, he stated that he felt he had to abstain from voting for any nominee less his vote be taken as an endorsement of a fundamentally undemocratic process.

Commissioner Dahlstedt shared that this was his 4th time participating in a joint meeting to appoint someone to the state level of government, and that his had been the most decisive of them all. He said it was now their job to make a decision and move someone forward from the list provided by the State Democratic Party. He agreed that the opinion from the AGO was outdated and based on common law/a man's opinion, not on the constitution and that the opinion provided by the Washington State Association of Counties (WSAC) and the Skagit County Prosecuting Attorney had not been considered. He stated that he planned to make a decision and choose a candidate who clearly understood local government and local issues.

Council Chair Stephens shared that this had been a difficult process and that they had been provided with 3 good candidates. After careful consideration, he said that he would be making his decision based on the needs of his constituents who cared about affordable housing, transparency, oil spill prevention and response, the southern resident orcas, transportation, mental health and substance abuse treatment, and viable rural schools. After hearing from an experienced legislator and someone from local government who understood local issues, he believed that the new person would gain the most support from his constituents.

Councilmember Hughes appreciated that the 3 counties were able to organize a joint meeting at short notice and that Councilmembers Browne and Stephens were willing to serve at the state level. He shared that the nomination process had been frustrating and had let down the 3 counties, however he was looking forward to professionally moving forward and making an appointment to the vacant position.

Councilmember Donovan acknowledged the level of frustration about the process and was also inspired to hear from the 3 nominees. He wondered if what was, or was not, accomplished in the last couple legislative sessions had anything to do with the minority and majority party in the house at those times. He shared that he was interested in appointing someone with experience. He pointed out that within the 40th district, Whatcom County had as many constituents as San Juan and Skagit combined. Since the weight of the votes was not distributed by population, he requested that his fellow councilmembers take their votes seriously.

Chair Janicki clarified that Council Chair Browne still planned to abstain from the vote. He confirmed. Chair Janicki clarified that Whatcom County's votes would be redistributed between the remaining 6 councilmembers so that Whatcom County's total vote remained 3.

Chair Janicki understood the frustrations about the process and appreciated the input that been provided from WSAC and the Skagit County Prosecuting Attorney's Office. She thought that the issue should be considered by WSAC and/or by the Washington State Prosecution Attorney's Association at a later date. She wanted to fill the vacant position in a timely manner.

Commissioner Wesen appreciated that the 3 counties were able to attend a joint meeting together. He shared that this was his 3rd time appointing a candidate to a position in the legislature. The last 2 appointments came from the Republican Party. He said it was their job as the joint body of government to choose the best from the 3 nominees provided to them. He believed they had been provided with 3 qualified candidates. He believed it was important to

Joint Meeting with San Juan County Council, Skagit County Board of Commissioners, and Whatcom County Council

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Date: **February 5, 2019**

have local government experience in Olympia. There were over 1,600 bills so far in the legislative session and many would affect cities and counties at the local level.

Councilmember Watson called a point of order question to say that he disagreed with the weighting of the vote: that if Council Chair Browne abstained, then 3/7th of the vote would essentially be lost/go into the “no” column. He understood the reallocation of a vote if a member was recused from the vote, but, if a member was present and choose to abstain, then that vote should not be redistributed.

The attorney’s present in the audience from the 3 counties confirmed that an abstention reallocated votes so that each county had 3 whole votes.

Council Chair Browne clarified that the process did not just eliminate 2 county councilmembers, it eliminated all 13 councilmembers/commissioners from the process, and worse, unless addressed, it would be eliminating every person who ever sits in their seats in perpetuity until the process is resolved.

5. [Action - Selection and Vote Regarding 40th Legislative District Senator](#)

A motion was made by Commissioner Dahlstedt to appoint Liz Lovelett to the position of state senator for the 40th legislative district in the Washington State Senate and to approve the Joint Resolution. Commissioner Wesen seconded the motion. The vote passed on a 5.6 – 3.4 vote with Chair Janicki, Councilmember Buchanan, Councilmember Donovan, Councilmember Frazey, and Councilmember Sidhu dissenting. Council Chair Brown and Councilmember Brenner abstained from the vote which were redistributed to the remaining 5 Whatcom County Councilmembers.

Presiding Judge Brian Stiles was present and he swore in Liz Lovelett as Washington State Senator for the 40th Legislative District.

6. [Other Business - Including Possible Action - Appointment in the 40th Legislative District House of Representatives](#)

Council Chair Browne asked about the consideration of another Joint Resolution he had provided regarding the eligibility of the local councils for nomination. Chair Janicki checked with legal and it was suggested to address it separate from the noticed special meeting. Councilmember Hughes shared that their county charter did not allow them to discuss such an item of significance at a special meeting unless it was noticed or already on the agenda.

Also, Chair Janicki announced earlier in the meeting that since the Washington State Democratic Central Committee did not provide the names of either current Washington State 40th Legislative District Representative (Debra Lekanoff or Jeff Morris) then the potential vacancy and additional appointment in the house of representatives was not necessary.

Joint Meeting with San Juan County Council, Skagit County Board of Commissioners, and Whatcom County Council

(Special meeting of San Juan & Whatcom County Councils – Regular meeting of Skagit County Commissioners)

Date: **February 5, 2019**

IV. ADJOURNMENT:

San Juan Council Chair Stephens, Whatcom County Council Chair Browne, and Skagit County Chair Janicki adjourned the joint proceedings at 3:47 p.m.

The Whatcom County Council approved these minutes on _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

Video is archived online with Skagit County and can be found *On Demand Online* under Board of County Commissioners' Meetings for February 5, 2019:

<https://www.skagitcounty.net/Departments/TV21/mediaplayer.htm>



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2019-031

File ID:	MIN2019-031	Version:	1	Status:	Agenda Ready
File Created:	04/02/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		

First Assigned to: Council

Agenda Date:	04/09/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Regular County Council for March 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 for March 26 2019.pdf

Final Action:
Enactment Date:
Enactment #:

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WHATCOM COUNTY COUNCIL
Regular County Council Meeting

March 26, 2019

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7:02 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

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

Absent: Todd Donovan.

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

Buchanan moved to approve the Minutes Consent items.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

Nays: None (0)

Absent: Donovan (1)

1. MIN2019-024 Regular County Council for January 29, 2019 (Amended)
2. MIN2019-026 Special Committee of the Whole for March 12, 2019
3. MIN2019-029 County Council for March 12, 2019

PUBLIC HEARINGS

1. AB2019-153 ORDINANCE AMENDING WHATCOM COUNTY CODE 6.04 ANIMAL CONTROL, CHAPTER 6.04.020 DEFINITIONS AND 6.04.031 ADMINISTRATION AND ENFORCEMENT

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

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1
2 **Brenner moved** to adopt the ordinance.
3

4 The motion was seconded.
5

6 The motion carried by the following vote:

7 Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

8 Nays: None (0)

9 Absent: Donovan (1)
10

11 2. AB2019-158 RESOLUTION AND PUBLIC HEARING REGARDING SUPPORT
12 FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING APPLICATION
13

14 *(Clerk's Note: The CDBG required handouts were included in the Council's packet*
15 *and available to the public at the public hearing.)*
16

17 Browne opened the public hearing, and the following person spoke:

18
19 Sheri Emerson, Opportunity Council Associate Director, stated she supports the grant
20 and described the project.
21

22 Hearing no one else, Browne closed the public hearing.
23

24 **Brenner moved** to approve the resolution.
25

26 The motion was seconded.
27

28 The motion carried by the following vote:

29 Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

30 Nays: None (0)

31 Absent: Donovan (1)
32

33 3. AB2019-159 RESOLUTION REQUESTING COUNCIL AUTHORIZATION OF THE
34 RELEASE OF COVENANTS ON THE PROPERTY KNOWN AS THE PLAYGROUND
35 TRACT, BENNETT HILL SUPPLEMENTAL
36

37 Browne opened the public hearing, and the following people spoke:

38
39 Tyler Schroeder, Executive's Office, gave a staff report and introduced
40 representatives of the school district.
41

42 Greg Baker and Ron Cowan, Bellingham School District, gave a PowerPoint
43 presentation on the location of the property, the covenant on the playground tract, and
44 challenges with the property to build a new school. They answered questions.
45

46 Councilmembers, staff, and the presenters discussed the valuation of the property,
47 the condition of the existing playground, feedback from the neighborhood, and permitting
48 and zoning with the County.
49

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1 Jacqueline Sterna stated she would like to know if there are plans for a school
2 garden on the property.
3

4 Hearing no one else, Browne closed the public hearing.
5

6 **Brenner moved** to approve the resolution.
7

8 The motion was seconded.
9

10 The motion carried by the following vote:

11 Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

12 Nays: None (0)

13 Absent: Donovan (1)
14

15 **Browne moved** to accept the upgrade of the playground facilities as sufficient
16 consideration for releasing the easement.
17

18 The motion was seconded.
19

20 The motion carried by the following vote:

21 Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

22 Nays: None (0)

23 Absent: Donovan (1)
24
25

26 OPEN SESSION 27

28 The following people spoke:

- 29 • Dana Briggs spoke about climate change demonstrations.
- 30 • Bob Burr submitted a handout (*on file*) and spoke about climate change
31 issues.
- 32 • Patrick Alesse spoke about the good work of people who work in public
33 institutions
34
35

36 CONSENT AGENDA 37

38 **Sidhu** reported for the Finance and Administrative Services Committee and
39 **moved** to approve Consent Agenda items two through six. Item one is withdrawn from
40 the agenda.
41

42 The motion carried by the following vote:

43 Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

44 Nays: None (0)

45 Absent: Donovan (1)
46

- 47 1. AB2019-164 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO
48 ENTER INTO AN AGREEMENT BETWEEN WHATCOM COUNTY AND WHATCOM
49 COUNSELING AND PSYCHIATRIC CLINIC, INC. AND T-MOBILE WEST LLC FOR
50 THIRD AMENDMENT TO SITE EASEMENT WITH OPTIONS

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

2. AB2019-165 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT WHATCOM COUNTY AND REISNER DISTRIBUTORS, INC., TO PROVIDE CARD LOCK FUEL SERVICES FOR WHATCOM COUNTY FLEET VEHICLES AT PACIFIC PRIDE FUELING STATIONS IN THE AMOUNT OF \$400,000
3. AB2019-166 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND MT. CONSTITUTION SITES, INC, TO PROVIDE FOR THE MT. CONSTITUTION RADIO TOWER LEASE, IN THE AMOUNT OF \$17,655.05
4. AB2019-170 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND WASHINGTON STATE DEPARTMENT OF TRANSPORTATION TO OBLIGATE FEDERAL CONSTRUCTION FUNDS FOR THE GUARDRAIL SAFETY PROGRAM, IN THE AMOUNT OF \$805,000
5. AB2019-174 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND PUBLIC SAFETY TESTING, INC. TO CONDUCT BACKGROUND INVESTIGATIONS ON CANDIDATES FOR EMPLOYMENT WITH THE SHERIFF'S OFFICE, IN THE AMOUNT OF \$42,000
6. AB2019-177 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THE WATERSHED COMPANY TO ASSIST IN THE PERIODIC REVIEW OF THE SHORELINE MASTER PROGRAM IN THE AMOUNT OF \$100,000

OTHER ITEMS

1. AB2019-150 ORDINANCE INCREASING SHERIFF'S OFFICE PETTY CASH FUND

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

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

Nays: None (0)

Absent: Donovan (1)

2. AB2019-160 ORDINANCE AMENDING THE 2019 WHATCOM COUNTY BUDGET, REQUEST NO. 4, IN THE AMOUNT OF \$2,260,652

Sidhu reported for the Finance and Administrative Services Committee, which included one amendment approved by committee, to remove item 2701, funding for repairs to the Plantation Rifle Range. He **moved** to adopt the ordinance.

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1 **Brenner moved** to amend to remove budget item five as shown on packet page 28,
2 in the amount of \$85,000, and hold it for two weeks to get more information.

3
4 The motion to amend was seconded.

5
6 Tyler Schroeder, Executive's Office, answered questions.

7
8 Councilmembers and staff discussed funding Point Roberts solid waste facilities
9 improvements, whether the storage building is a part of the contract, how long the County
10 has contracted the space to any solid waste disposal contractor, the acceptance of
11 hazardous materials, whether the County owns a building that Nooksack Disposal Services
12 uses, and the County subsidizing costs and guaranteeing revenue.

13
14 The motion to amend failed by the following vote:

15 Ayes: Buchanan, Brenner, and Byrd (3)

16 Nays: Sidhu, Browne, and Frazey (3)

17 Absent: Donovan (1)

18
19 **Frazey moved** to amend to remove item 2701, funding for repairs to the Plantation
20 Rifle Range.

21
22 The motion was seconded.

23
24 The following Parks Department staff answered questions:

- 25 • Christ Thomsen
26 • Mike McFarlane, Director

27
28 Councilmembers discussed the possibility of holding this item for two weeks for more
29 information and asking the administration to bring it forward in a new ordinance, the cost of
30 running the facility, whether the services can be provided at another gun range facility, the
31 possibility of transferring ownership or operation to a private non-profit, problems with
32 asbestos, and the use of grant funds.

33
34 The motion to amend carried by the following vote:

35 Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

36 Nays: None (0)

37 Absent: Donovan (1)

38
39 The motion to adopt as amended carried by the following vote:

40 Ayes: Browne, Buchanan, Frazey, and Sidhu (4)

41 Nays: Brenner and Byrd (2)

42 Absent: Donovan (1)

43
44 3. AB2019-156 ORDINANCE TO REPEAL ORDINANCE 2019-017

45
46 **Sidhu** reported for the Finance and Administrative Services Committee and
47 **moved** to adopt the ordinance.

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1 The motion carried by the following vote:

2 Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

3 Nays: None (0)

4 Absent: Donovan (1)

- 5
6 4. AB2019-161 RESOLUTION CELEBRATING APRIL AS A MONTH OF SIKH
7 AWARENESS AND APPRECIATION IN WHATCOM COUNTY

8
9 **Sidhu** reported for the Finance and Administrative Services Committee and
10 **moved** to approve the resolution.

11
12 Councilmembers spoke about supporting the Sikh community and whether it's wise
13 to support a specific religion or ethnic group through a resolution.

14
15 Sidhu moved to amend to what Councilmember Frazey said about identity. There
16 was no second to the motion.

17
18 **Sidhu moved** to hold in Council for two weeks. Councilmembers should submit
19 proposed amendments to the Clerk of the Council.

20
21 The motion was seconded.

22
23 The motion to hold in Council carried by the following vote:

24 Ayes: Brenner, Buchanan, Byrd, Frazey, Browne and Sidhu (6)

25 Nays: None (0)

26 Absent: Donovan (1)

- 27
28 5. AB2019-191 RESOLUTION IN SUPPORT OF RETAINING THE ALASKA
29 MARINE HIGHWAY SYSTEM BETWEEN BELLINGHAM AND ALASKA
30 DESTINATIONS

31
32 **Sidhu** reported for the Finance and Administrative Services Committee and
33 **moved** to approve the resolution.

34
35 Councilmembers discussed whether the letter would need to come back before the
36 Council for approval.

37
38 The motion carried by the following vote:

39 Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

40 Nays: None (0)

41 Absent: Donovan (1)

- 42
43 6. AB2019-163 REQUEST APPROVAL TO CHANGE THE START TIME OF HEALTH
44 BOARD MEETINGS TO 10 A.M.

45
46 **Buchanan moved** to approve the request.

47
48 The motion was seconded.

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The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

Nays: None (0)

Absent: Donovan (1)

7. AB2019-199 RESOLUTION SUPPORTING HOUSE BILL 1023, ALLOWING CERTAIN ADULT FAMILY HOMES TO INCREASE BED CAPACITY FROM SIX TO EIGHT

Brenner moved to approve the resolution.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

Nays: None (0)

Absent: Donovan (1)

INTRODUCTION ITEMS

Brenner moved to accept the Introduction Items, including the substitute for item 4(a), the ordinance amending the Business and Commerce Advisory Committee (AB2019-187).

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

Nays: None (0)

Absent: Donovan (1)

1. AB2019-167 ORDINANCE GRANTING GLENHAVEN LAKES CLUB INC. 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
2. AB2019-176 ORDINANCE AMENDING THE FERRY SYSTEM PETTY CASH REVOLVING FUND FROM \$1800.00 TO \$3300.00
3. AB2019-184 ORDINANCE AMENDING THE PROJECT BUDGET FOR THE EAST WHATCOM REGIONAL RESOURCE CENTER EXPANSION PROJECT IN THE AMOUNT OF \$115,000
- 4(a). AB2019-187 ORDINANCE AMENDING WHATCOM COUNTY CODE CHAPTER 2.128, BUSINESS AND COMMERCE ADVISORY COMMITTEE, TO AMEND MEMBERSHIP

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1 4(b). AB2019-183 ORDINANCE AMENDING WHATCOM COUNTY CODE SECTION
2 1.14, CORRECTING CERTAIN PRECINCT BOUNDARYLINES AND PRECINCT
3 MAPS (SECOND AMENDMENT)
4

5
6 COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES
7

8 Committee Chairs reported on committee discussions.
9

10 Councilmembers gave updates on recent activities and upcoming events.
11

12
13 ADJOURN
14

15 The meeting adjourned at 8:50 p.m.
16

17 The County Council approved these minutes on _____, 2019.
18

19
20 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

21
22
23
24
25 _____
26 Dana Brown-Davis, Council Clerk
27

Rud Browne, Council Chair

28
29
30 _____
31 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: AB2019-183

File ID:	AB2019-183	Version:	1	Status:	Introduced for Public Hearing
File Created:	03/22/2019	Entered by:	DAdelste@co.whatcom.wa.us		
Department:	Auditor's Office	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	04/09/2019	Next Mtg. Date:	04/09/2019	Hearing Date:	04/09/2019

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Section 1.14, correcting certain precinct boundary lines and precinct maps (second amendment)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Two annexations have occurred in Lynden: Precinct #118 has had taken from it an area to be added to Precinct #611 as adopted August 6, 2018; Precinct #144 has had taken an area to be added to Precinct #607 as adopted April 4, 2016, both as outlined on Exhibit A. Precinct #201 has exceeded the threshold of no more than 1500 voters per precinct. This proposal adjusts the boundary between Precincts #201 and #202 to reduce the number contained in #201. This is also outlined in Exhibit A. Approval of the six new maps attached will replace the maps of the respective number contained in the current "Book of Election Precinct Maps."

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/26/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Ordinance

Final Action:
Enactment Date:
Enactment #:

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE SECTION 1.14, ELECTORAL PRECINCTS, FOR CHANGES
IN CERTAIN VOTING PRECINCT BOUNDARIES IN WHATCOM COUNTY**

WHEREAS, we have been notified that certain precinct boundary line adjustments in Whatcom County Code Section 1.14 are needed due to annexations in the City of Lynden adopted August 6, 2018 affecting Precincts 118 and 611, and an annexation in the City of Lynden adopted June 9, 2016 affecting Precincts 144 and 607, as listed on Exhibit A; and

WHEREAS, it has been determined that one precinct in Whatcom County (Precinct #201) contains over the state statutory limit of 1,500 voters in any precinct; and

WHEREAS, a change in the boundary with an adjacent precinct (#202) will remedy this situation as listed on Exhibit A; and

WHEREAS, these precinct adjustments result in a necessary change to the "Book of Election Precinct Maps" previously adopted effective March 11, 2019; and

WHEREAS, RCW 29A.16.040 requires the county legislative authority of each county in the state to divide the county into election precincts and establish the boundaries of the precincts; and

WHEREAS, RCW 29A.16.040 further provides that no precinct boundary changes may be made starting fourteen (14) days prior to the first day candidates may file for the primary election through the period ending with the general election; and

WHEREAS, the first day for candidates to file this year is the 13th day of May, 2019, and

WHEREAS, RCW 29A.76.030 provides the County Auditor shall transfer and notify any registered voters that may be affected by the change in boundaries.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the change to the "Book of Election Precinct Maps," affecting Precinct #118, 611, 144, 607, 201 & 202 shall be adopted and substituted into the "Book of Election Precinct Maps;" said revised Book of Maps is available through the Whatcom County Council Office and online through the Election page at the Whatcom County Auditor's Office homepage.

ADOPTED this ____ day of _____, 2019.

ATTEST:

**WHATCOM COUNTY COUNCIL
WHATCOM COUNTY,
WASHINGTON**

Dana Brown-Davis, County Clerk

Rud Browne, Council Chair

APPROVED AS TO FORM:

() Approved () Denied

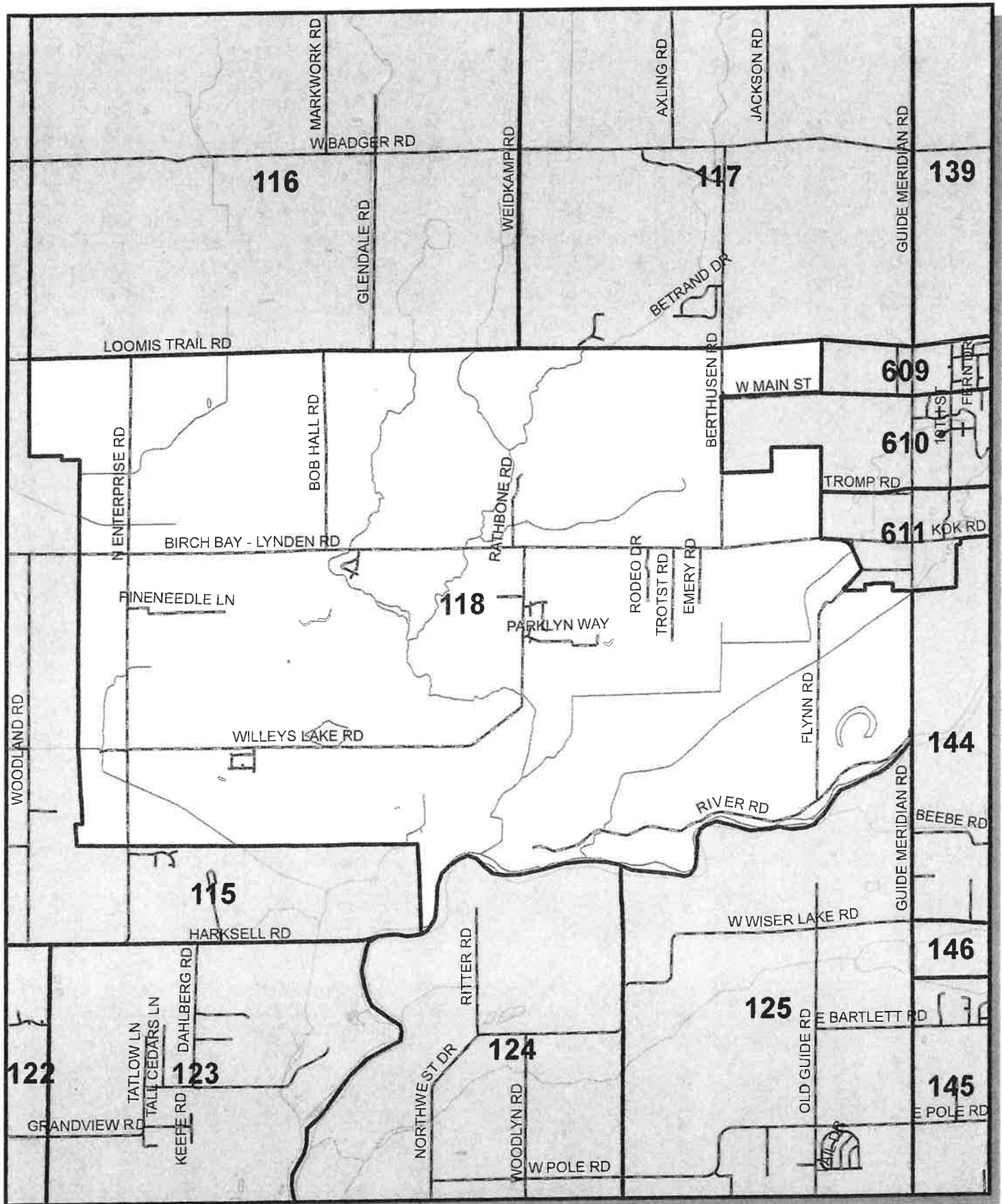
Royce Buckingham, Civil Deputy Prosecutor

Jack Louws, County Executive

Date: _____

Exhibit A

Precinct Affected	Reason	Changes Proposed	New Precinct Assignment
118	City of Lynden annexation	Move certain parcels from Precinct 118 into Precinct 611	611
144	City of Lynden annexation	Move certain parcel from Precinct 144 into Precinct 607	607
201	Precinct 201 has too many registered voters (limit is 1,500)	Move certain parcels from Precinct 201 into Precinct 202, a neighbouring precinct with less than 900 registered voters	202



Whatcom County Precinct 118

County Council District 4

Legislative District 42

Congressional District 1

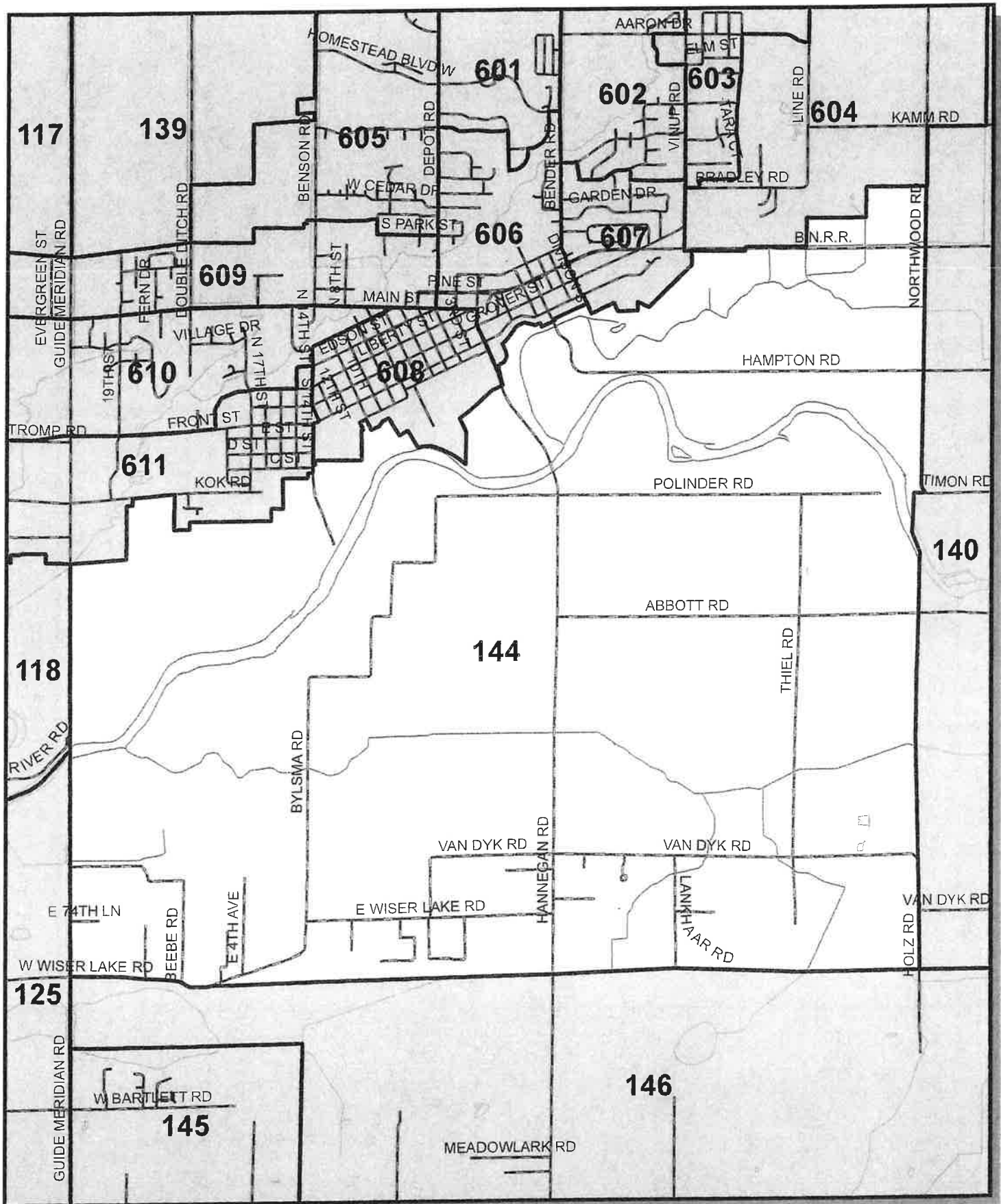
106

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0 1,200 2,400 4,800 Feet





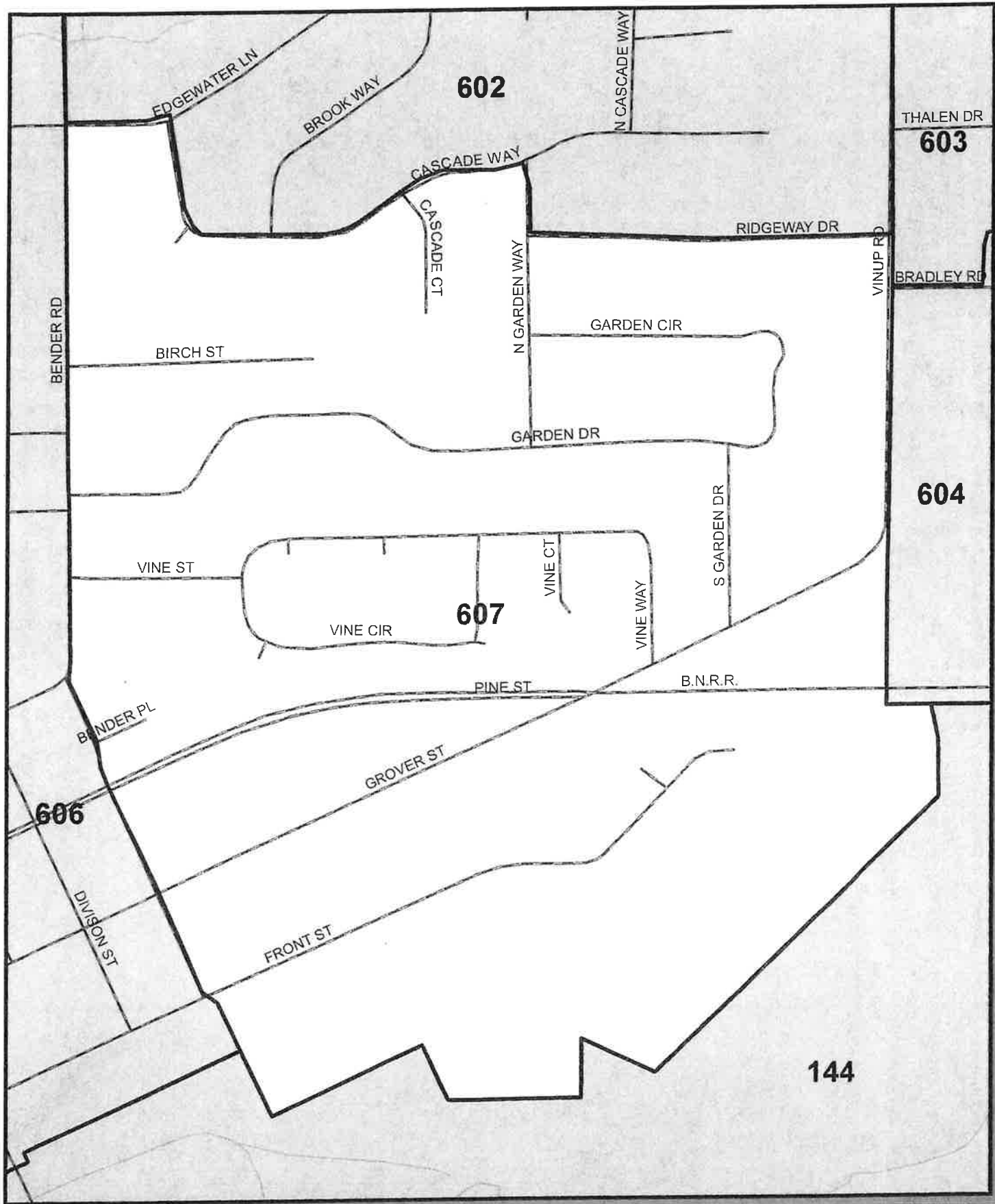
Whatcom County Precinct 144

County Council District 4
Legislative District 42
Congressional District 1

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0 950 1,900 3,800 Feet



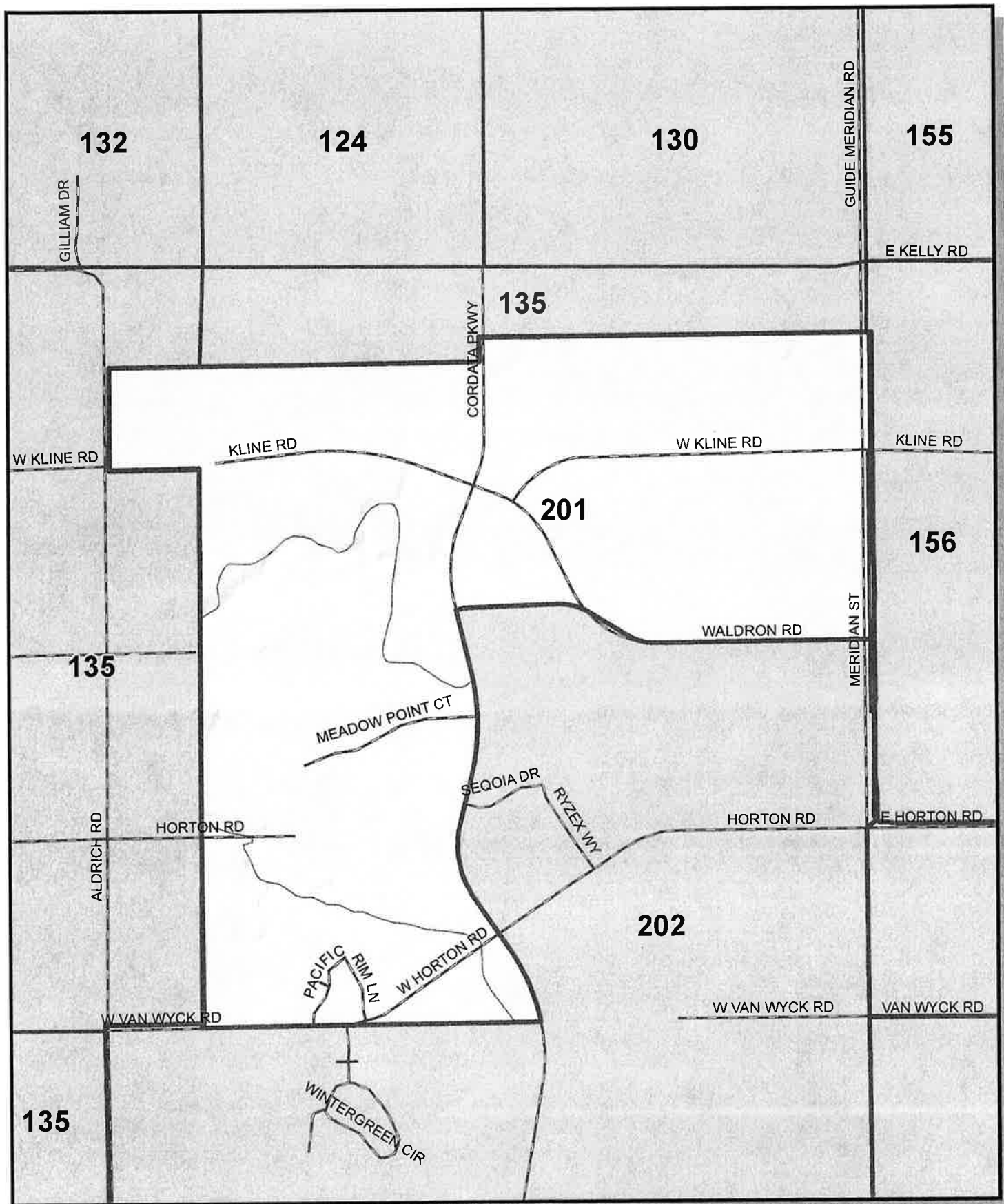
Whatcom County Precinct 607

County Council District 4
Legislative District 42
Congressional District 1

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0 145 290 580 Feet





Whatcom County Precinct 201

County Council District 4
Legislative District 42
Congressional District 2

110

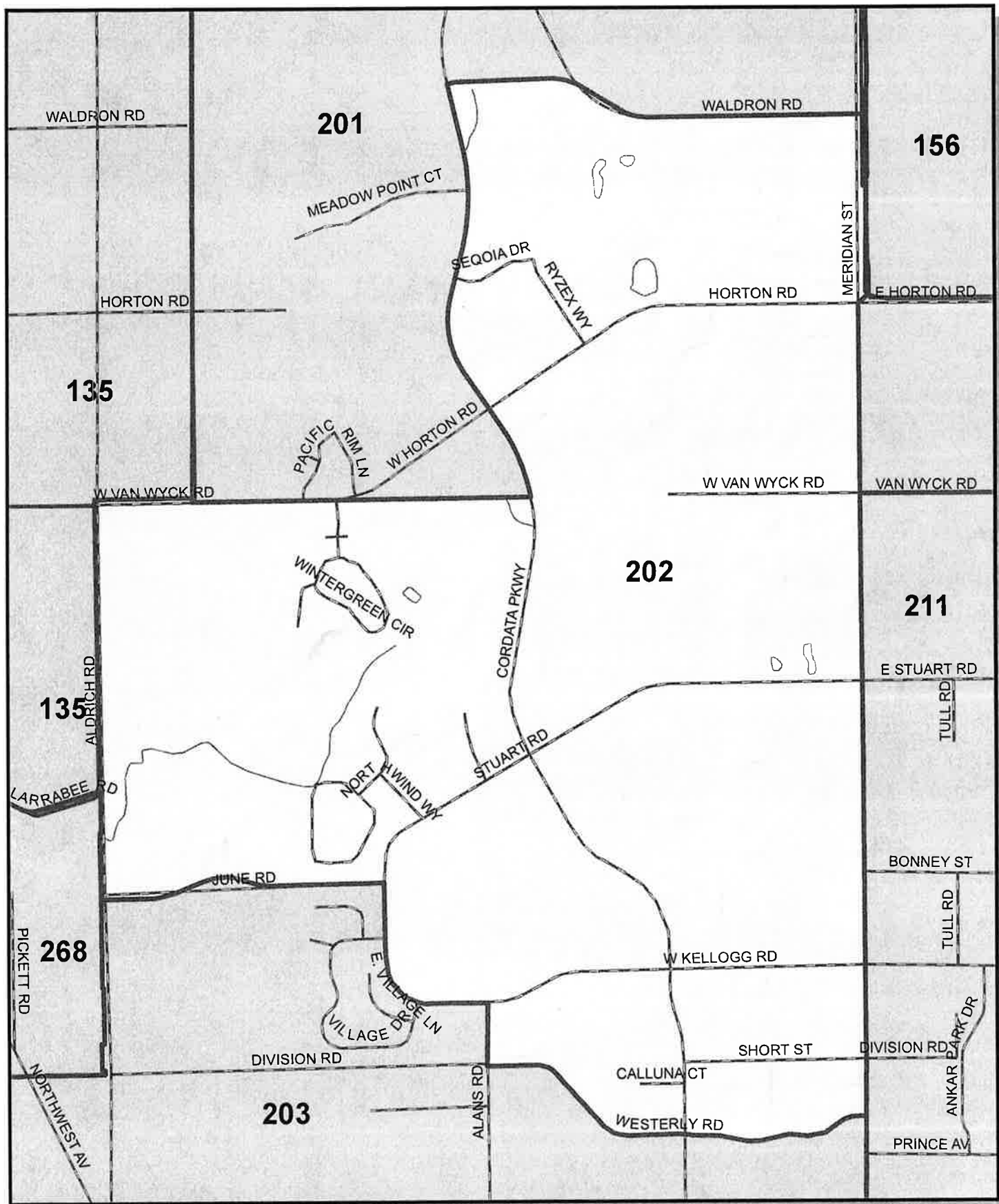
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0 312.5 625 1,250 Feet



2019



Whatcom County Precinct 202

County Council District 4
Legislative District 42
Congressional District 2

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0 312.5 625 1,250 Feet



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-209

File ID:	AB2019-209	Version:	1	Status:	Agenda Ready
File Created:	04/02/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Special Council Only Item		
First Assigned to:	Council				
Agenda Date:	04/09/2019	Next Mtg. Date:		Hearing Date:	

Primary Contact Email: SSidhu@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Approval of letter in support of retaining the Alaska Marine Highway System between Bellingham and Alaska

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Approval of letter in support of retaining the Alaska Marine Highway System between Bellingham and Alaska.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Letter

Final Action:
Enactment Date:
Enactment #:

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

April 10, 2019

[Draft letter from Council to Governor of Alaska, the Alaska State Assembly Speaker, and the Alaska State Senate President – names and addresses to be added once draft is approved]

Dear....

On March 26, 2019, the Whatcom County Council approved Resolution 2019-018 (attached), voicing strong support for retaining the Alaska Marine Highway System (AMHS) ferry service between Alaska and Bellingham, Washington.

For nearly thirty years the Port of Bellingham has served as the southern terminus for the AMHS, providing high level service by operating and maintaining the Bellingham Cruise Terminal and supporting the important connection between the contiguous 48 states and the State of Alaska. With up to 30,000 passengers using the ferry route each year, the AMHS Bellingham connection is a vital part of the Pacific Northwest's economy and provides an essential transportation link between our communities and ensures delivery of goods and services to many communities in Alaska that have no surface highways or airport services.

The AMHS Bellingham connection supports a variety of industries, including tourism, maritime, petroleum, seafood, military, construction, freight, and cargo. The negative economic and social impacts of altering this service will be far-reaching, affecting businesses and communities throughout Washington State and the State of Alaska.

The Whatcom County Council strongly, but respectfully, encourages the AMHS retain the year-round service between Alaska and Bellingham and allow continued, uninterrupted transport of goods, services, and passengers through this most scenic and direct route between our communities.

Sincerely,

Rud Browne, Chair
Whatcom County Council

Attachment

C: AB20019-191

RESOLUTION NO. 2019-018

**IN SUPPORT OF RETAINING THE ALASKA MARINE HIGHWAY SYSTEM BETWEEN
BELLINGHAM AND ALASKA DESTINATIONS**

WHEREAS, the Alaska Marine Highway System ferry has been the only marine link between the contiguous 48 states and the State of Alaska; and

WHEREAS, the Port of Bellingham has been the southern terminus of the Alaska Marine Highway System (AMHS) since 1989; and

WHEREAS, the Port built the Bellingham Cruise Terminal for \$10.3 million to handle ferry traffic; and

WHEREAS, AMHS provides essential services to many coastal Alaskan communities which have no surface highway access; and

WHEREAS, a large number of residents of coastal Alaskan communities use the AMHS to access the healthcare and urgent medical services in Bellingham and Seattle while air travel is either not available or prohibitively expensive; and

WHEREAS, the loss of AMHS will impact many regional and cultural events such as SE Alaska State fair (Haines), Celebrations Juneau, and the Copper River Wild Salmon Festival Cordova, by limiting the participation of residents in these coastal communities; and

WHEREAS, the loss of AMHS will limit the opportunities for students to attend and compete in sporting events, leadership training and other school activities; and

WHEREAS, the loss of AMHS will result in less out of state tourism spending, impacting the local small businesses; and

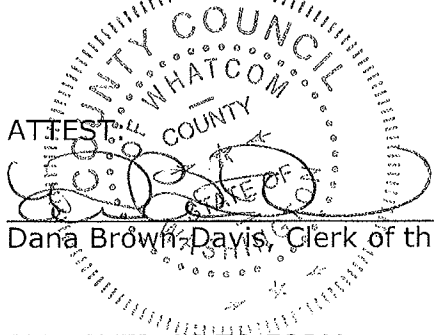
WHEREAS, the AMHS has the same importance as other interstate highway systems in the lower 48 states for transportation and accessibility to other states and communities for residents of coastal Alaska; and

WHEREAS, the AMHS supports numerous direct and indirect family wage jobs not only in Bellingham but also in many coastal communities in Alaska; and

WHEREAS, small business owners of Alaska and Washington state will be affected most by the loss of the AMHS to transport their goods and equipment to and from Alaska to support business and commerce in Alaska and the Bellingham area; and.

NOW, THEREFORE BE IT RESOLVED that the Whatcom County Council, on this 26th day of March, 2019, do hereby ask and authorize the Council Chair to write letters of support on behalf of residents of Whatcom County to the Governor of the State of Alaska, the Alaska State Assembly Speaker and the Alaska State Senate President for continuing year-round AMHS services

APPROVED, this 26th day of March, 2019.



Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

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: AB2019-161

File ID:	AB2019-161	Version:	1	Status:	Held in Council
File Created:	03/05/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
First Assigned to:	Council				
Agenda Date:	04/09/2019	Next Mtg. Date:	04/09/2019	Hearing Date:	

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:
03/12/2019	Council Finance and Administrative Services Committee	HELD IN COMMITTEE	Council Finance and Administrative Services Committee
03/12/2019	Council	HELD IN COMMITTEE	Council Finance and Administrative Services Committee
03/26/2019	Council Finance and Administrative Services Committee	RECOMMENDED FOR APPROVAL	
03/26/2019	Council	HELD IN COUNCIL	Council

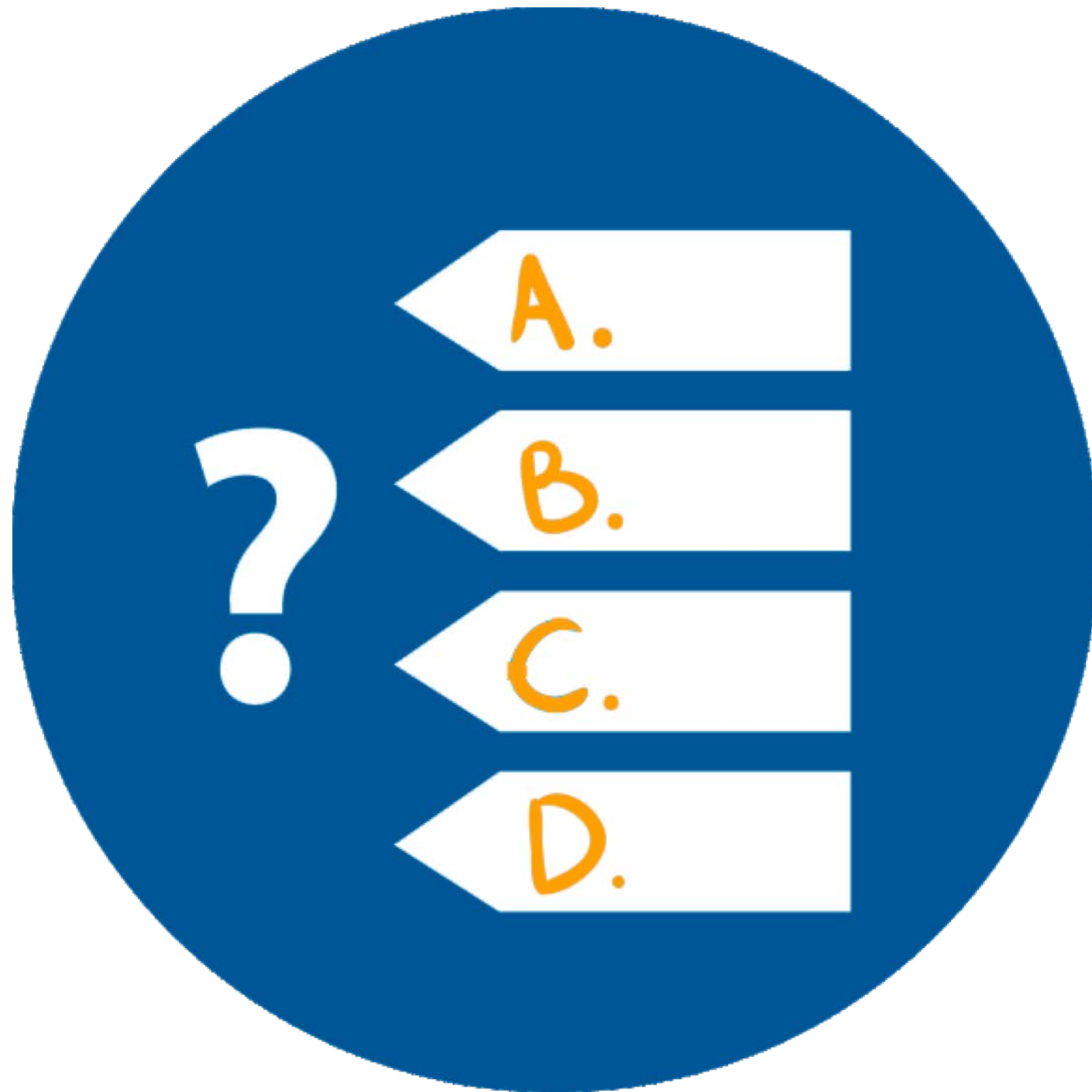
Attachments: American Sikh-Awareness Presentation 2019, Resolution for March 26, 2019 Packet

Final Action:
Enactment Date:
Enactment #:

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?

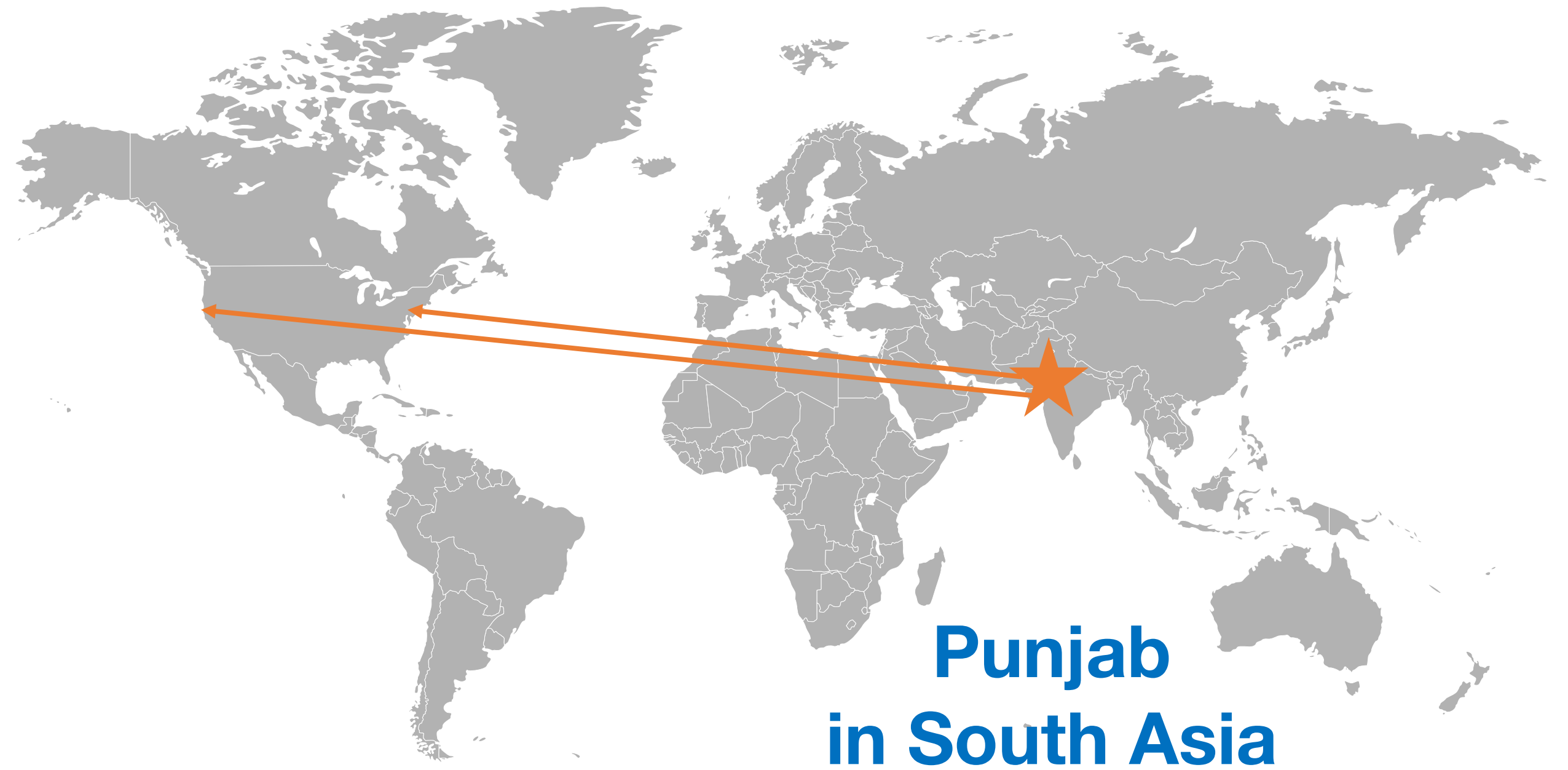
Sikhism is the ____ largest religion in the world?

- 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



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



Comb (Kanga)
Cleanliness



Kirpan
Protection



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.

ਗੈਲੇ



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



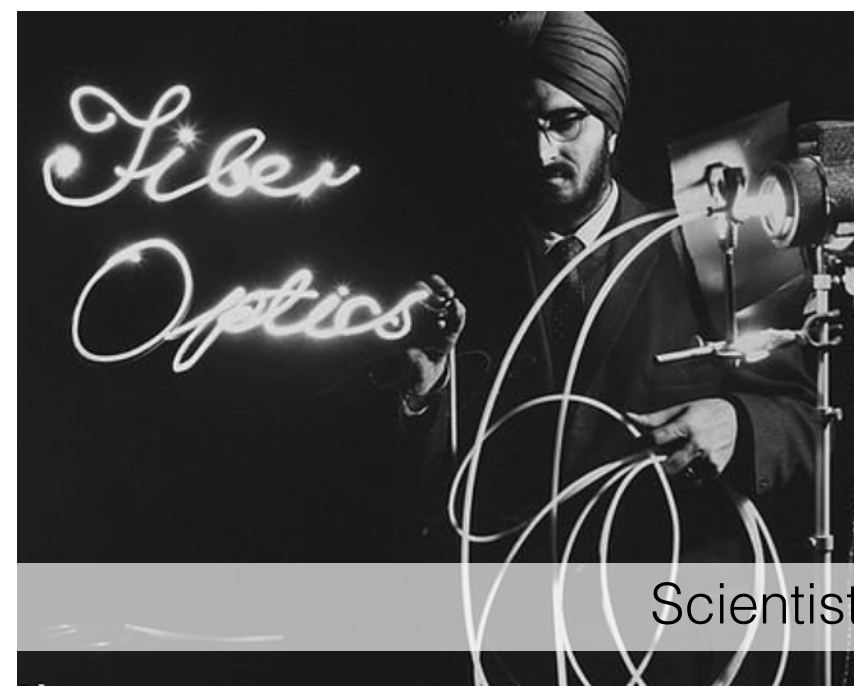
U.S. Army



Basketball Player



Actor & Model



Scientist



Police Officer

Everyday Sikhs



Politician
Politician



Lawyer



Farmer



Pilot



Doctor



Filmmaker



THANK YOU!
www.sikhcoalition.org

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, there is a significant and growing population of Sikh Americans in Whatcom County; and

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

WHEREAS, 2019 is the 550th anniversary of the founder of Sikhism and this day is celebrated by Sikh American Community in Whatcom County, many other locations in United States and worldwide, 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, Whatcom County is committed to 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 in Bellingham to honor the brave immigrants to the Pacific Northwest from India, China, and Japan, including Sikhs, and in recognition of 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, the 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 by the Whatcom County Council that on this day, March ___, 2019, the Council hereby proclaims the month of April 2019 to be Sikh Awareness and Appreciation Month.

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: AB2019-205

File ID:	AB2019-205	Version:	1	Status:	Agenda Ready
File Created:	03/28/2019	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		

First Assigned to: Council

Agenda Date: 04/09/2019

Next Mtg. Date:

Hearing Date:

Primary Contact Email: SMildner@co.whatcom.wa.us <mailto:SMildner@co.whatcom.wa.us>

TITLE FOR AGENDA ITEM:

Request confirmation of County Executive's appointment of Dave Finet to the Whatcom County Housing Authority Board of Commissioners. And for information, the County Executive concurs with Mayor Linville's appointment of Stephen Gockley to the Bellingham Housing Authority Board of Commissioners

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See letter of recommendation from Housing Authorities Executive Director Brien Thane, and an application letter from Mr. Finet

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Thane recommendation appt 032619, Finet letter and resume 030519, Gockley appt ltr-COB

Final Action:
Enactment Date:
Enactment #:



**BELLINGHAM
WHATCOM COUNTY
HOUSING AUTHORITIES**

Office: 208 Unity Street – Lower Level • Bellingham

Mailing Address: P.O. Box 9701 • Bellingham, WA 98227-9701

March 26, 2019

Jack Louws
Whatcom County Executive
311 Grand Avenue, Suite #108
Bellingham, WA 98225

RECEIVED

MAR 26 2019

**JACK LOUWS
COUNTY EXECUTIVE**

Dear Executive Louws:

The Board of Commissioners of the Housing Authority of Whatcom County (HAWC) met in regular session March 19. The Nominating Committee, consisting of Board Chair Susan Gribbin and Commissioner Dan Austin reported on their review of the Commissioner applications received. The Board was very pleased and impressed by the number and credentials of the applicants.

The Board voted unanimously to recommend you appoint Dave Finet to a five-year term as Commissioner of the Housing Authority of Whatcom County, commencing April 16, 2019 and concluding April 16, 2024. As a life-long resident of Whatcom County and 29-year employee of the Opportunity Council, Dave has a deep understanding of the needs of our community members with lower incomes and extensive experience with effective programs that help people thrive. During the decade that Dave led the Opportunity Council as their Executive Director he partnered with the HAWC on a variety of initiatives and became familiar with our programs.

Dave has demonstrated skills in leading a large organization with an annual budget of over 23 million dollars. The Opportunity Council's annual budget doubled under Dave's leadership, and their programs and facilities expanded significantly. The Housing Authority Board and I are confident that Dave's skills and experience will greatly benefit the HAWC with him serving as a Commissioner. I have attached Dave's letter of interest and resume for your consideration.

Please don't hesitate to contact me if you have any questions or need additional information. Thank you for your support of our work.

Sincerely,

Brien Thane
Executive Director/CEO

Administrative Office: (360) 676-6887 • FAX (360) 676-7696 • TDD (360) 676-2140

Maintenance Office: (360) 676-6893 • FAX (360) 738-7311

RECEIVED

MAR 26 2019

JACK LOUWS
COUNTY EXECUTIVE

March 5, 2019

Dear Executive Louws

It is with pleasure and great anticipation I submit this application for commissioner of the Housing Authority of Whatcom County (HAWC). As a life-long resident of rural Whatcom County and 29-year employee of Opportunity Council (OC) I have observed the needs of our community members with lower incomes and the positive impact the HAWC has had on our community.

Over the last 32 years I have worked on many of the same issues the HAWC mission is intended to address. Working for the OC and living in rural Whatcom County I have witnessed the challenges many lower income residents face in accessing safe and affordable housing. The HAWC has made major strides over the years developing housing throughout Whatcom County yet the need continues to outpace the development of strategically placed resources. We continue to see some of our most vulnerable residents living in substandard housing. We know substandard housing has negative health impacts for children, seniors and people with compromised medical conditions. We also know that the stress of living in substandard housing or being homeless can exacerbate negative mental health conditions. The continued work of the HAWC can help address these issues through development, education and partnerships that increase access to safe, affordable housing.

As executive director of Opportunity Council, I have direct experience working with and partnering with the HAWC as well as working on the development of public policy and legislation that helped further the missions of both organizations. I understand the importance of being able to tell the stories of the people we are responsible for serving, telling these stories and emphasizing the need to the general public as well as governmental and legislative decision makers.

Over the years I have had direct involvement working both paid and as a volunteer with community groups and nonprofits to develop services that address local needs. Community development whether addressing housing, hunger, transportation or access to facilities requires a multipronged approach that includes needs assessment, advocacy, citizen involvement and education. Facilities and services are a challenge to get funded so it is critical that once funded organizations like the HAWC continue to deliver on their commitment to administer and maintain high quality facilities and develop effective services.

As a HAWC commissioner I can bring the perspective of having lead a nonprofit with an annual budget over 23 million dollars, an annual budget that doubled during my time as executive director. As executive director I was involved in developing annual budgets, negotiating leases, new grant contracts and supervising 7-9 direct reports who in turn supervised over 200 additional employees. I pride myself in not only increasing access to services for the people we served but also improving facilities and addressing employee compensation and benefits. During my time at the OC my primary goal was to develop a more sustainable organization that would continue to help meet the needs of the underserved and underrepresented.

I would be proud and am eager if appointed to serve as HAWC commissioner, thank you for considering my application.

Dave Finet



David W. Finet, 3289 Breckenridge Rd. Everson WA 98247, 360-739-7953, davefinet@yahoo.com

David W. Finet

3289 Breckenridge Rd • Everson, WA 98247 • Phone: 360-789-7953 • E-Mail: davefinet@yahoo.com

Objective

Seeking a volunteer opportunity that will contribute to a healthy, environmentally sustainable and socially equitable future for all citizens in our community.

Experience

June 2017 - July 2018

- Advocacy coordinator for the Washington State Community Action Partnership: The organizational mission is working to build healthy communities and eliminate poverty through a unified network of Community Action Agencies across Washington State.
- Developed advocacy strategy and coordinated the efforts of 30 Community Agencies across Washington State to achieve organizational goals.
- Met directly with legislators to advocate for policies and develop legislation related to the mission of Community Action.

August 1986 - January 2017

- Worked for Opportunity Council in Bellingham Washington serving Whatcom, Island and San Juan Counties
 - During my 29 years at Opportunity Council I had a number of positions starting with an entry-level position in weatherization then mid management positions in the housing department and my final 10 years as executive director. Throughout my career I was responsible for grants management, budgeting, reporting, supervision, personnel recruiting and program development.
 - I supervised from 7 employees to ultimately over the years being responsible for over 200 employees.
 - Administered an annual budget of over \$23 million working with over 100 funding sources.
 - I worked closely with funders at the federal, state, county and local city levels to develop and administer antipoverty and community development facilities and programs.
 - Spearheaded an effort to work with a community group to establish the East Whatcom Community Council at the East Whatcom Regional Resource Center.
 - Partnered with local nonprofits to deliver services and develop housing opportunities for people with low incomes.
 - Implemented a rural home rehabilitation revolving loan program to help lower income homeowners have access to resources to repair their homes.
 - Worked with Northwest Youth Services to launch the concept and development of 22 North subsequently completed by Opportunity Council after my retirement.

Education

- Graduated from Nooksack Valley High School in 1975
- Attended Yakima Valley College and Skagit Valley College 1976-1977

Skills

- Understanding and experience with grants management
- Familiar with the housing needs of people with low income in Whatcom County
- Personnel management and professional development
- Experience in organizational development and financial management
- Advocating for the development of resources to help the disadvantaged and people with low incomes



Office of Mayor Kelli Linville
City of Bellingham

RECEIVED

MAR 30 2019

JACK LOUWS
COUNTY EXECUTIVE

March 26, 2019

Stephen Gockley
2315 J St
Bellingham, WA 98225

RE: Bellingham Housing Authorities Board of Commissioners

Dear Stephen:

It is with great pleasure to inform you that I am officially appointing you to the Bellingham Housing Authorities Board of Commissioners. The Bellingham City Council will be informed of your appointment at their April 8, 2019 meeting. Your first partial term will expire on April 18, 2021, at which time you may be reappointed.

Thank you, Stephen, for offering your time and talents to help improve the quality of life in our community. We are looking forward to your continued contributions to the Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelli Linville".

Kelli Linville, Mayor
City of Bellingham

tll

cc: Vanessa Martin, Bellingham-Whatcom County Housing Authority
Jack Louws, Whatcom County Executive



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-179

File ID:	AB2019-179	Version:	1	Status:	Agenda Ready
File Created:	03/15/2019	Entered by:	jfleisch@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Ordinance		

First Assigned to: Council

Agenda Date: 04/09/2019

Next Mtg. Date:

Hearing Date:

TITLE FOR AGENDA ITEM:

Ordinance amending WCC 2.120.040 Membership- Term of Office for Surface Mining Advisory Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposal will amend Whatcom County Code (WCC) 2.120.040 to allow the County Council to waive the one-year period of separation set forth in WCC 2.03.030 when committee positions remain unfilled.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo 3/20/2019, Ordinance, Exhibit A - Underline, Exhibit A - Clean

Final Action:
Enactment Date:
Enactment #:



Memorandum

TO: Whatcom County Council

FROM: Joshua Fleischmann, Planner

THROUGH: Mark Personius, Director

DATE: March 20, 2019

SUBJECT: Amendment to Whatcom County Code 2.120.040 Membership - Term of Office for the Surface Mining Advisory Committee

The proposed ordinance will amend Section 2.120.040 Membership - Term of Office for the Surface Mining Advisory Committee (SMAC). Presently, after serving two consecutive full terms, a citizen may become eligible for reappointment to the committee after a one-year period of separation (WCC 2.03.030). The proposed amendment would allow the County Council to waive the one-year period of separation when committee positions remain unfilled.

After seven committee members' terms expired (five 2nd term; two 1st term) on January 31, 2019, and three citizens were recently appointed to the committee, the SMAC presently consists of 5 appointed members and has 6 vacancies.

At the March 12th County Council Special Committee of the Whole, committee members expressed interest in ways to address unfilled positions and/or have a quorum on the SMAC.

Many of the five outgoing committee members whose 2nd term recently expired have expressed interest in staying involved, either by reapplying for the SMAC in the future or through remaining on an e-mail list of citizens interested in surface mining in Whatcom County.

Staff believes that this amendment is in the best interest of the stability of the SMAC, as it allows recent members who are interested in serving on the SMAC to fill positions that would otherwise remain vacant.

If you have any questions, please contact Joshua Fleischmann at jfleisch@co.whatcom.wa.us.

ORDINANCE # _____

AMENDMENT TO WHATCOM COUNTY CODE 2.120.040 MEMBERSHIP-TERM OF
OFFICE FOR THE SURFACE MINING ADVISORY COMMITTEE

WHEREAS, the Whatcom County Surface Mining Advisory Committee is comprised of 11 members appointed by the County Council; and

WHEREAS, appointments to boards, committees and commissions made by the council may be for a term up to four years; and

WHEREAS, no board, commission or committee member shall serve more than two consecutive full terms; and

WHEREAS, a citizen may become eligible for reappointment to a board, commission or committee after a one-year period of separation from that respective board, commission or committee on which he or she has previously served; and

WHEREAS, the Surface Mining Advisory Committee presently has 6 vacancies; and

WHEREAS, recent committee members who have not obtained one-year of separation are not presently eligible to reapply but

WHEREAS, recent committee members may be willing to continue serving on the committee.

NOW, THEREFORE, BE IT FINALLY ORDAINED that Whatcom County Code Chapter 2.120 is hereby amended as shown in Exhibit A.

ADOPTED this _____ day of _____, 2019

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chair

APPROVED as to form:

() Approved () Denied

Civil Deputy Prosecutor

Jack Louws, Executive

Date: _____

Exhibit A

Title 2 Administration and Personnel Amendments

Chapter 2.120 SURFACE MINING ADVISORY COMMITTEE

2.120.040 Membership - Term of Office

- A. The committee shall consist of the following individuals:
1. One civil or geotechnical engineer with no direct or indirect financial business ties to the industry;
 2. One material user;
 3. One geologist;
 4. Two members of the surface mining industry;
 5. One citizen who lives in close proximity to active mining, mineral overlay area, or quarry;
 6. One representative of agriculture ~~from the conservation district~~;
 7. One representative of forestry;
 8. One representative of ground water as a potable, domestic supply, specifically a public water system or private well owner;
 9. One ecologist;
 10. One environmental consultant.
- B. Committee members shall be appointed by the county council. Member terms will be four years. (Ord. 2000-017).
- C. When a committee member has completed two consecutive full terms, if a position on the committee remains unfilled for one month, the County Council shall have the right to waive the one-year period of separation set forth in WCC 2.03.030. The exiting committee member may apply for any vacant position for which they are qualified.
- D. When considering applications for appointments to this committee, county council should stagger the terms such that the term limit requirement in WCC 2.03.030 does not cause more than five positions to expire simultaneously.

Exhibit A

Title 2 Administration and Personnel Amendments

Chapter 2.120 SURFACE MINING ADVISORY COMMITTEE

2.120.040 Membership - Term of Office

- A. The committee shall consist of the following individuals:
 - 1. One civil or geotechnical engineer with no direct or indirect financial business ties to the industry;
 - 2. One material user;
 - 3. One geologist;
 - 4. Two members of the surface mining industry;
 - 5. One citizen who lives in close proximity to active mining, mineral overlay area, or quarry;
 - 6. One representative of agriculture;
 - 7. One representative of forestry;
 - 8. One representative of ground water as a potable, domestic supply, specifically a public water system or private well owner;
 - 9. One ecologist;
 - 10. One environmental consultant.
- B. Committee members shall be appointed by the county council. Member terms will be four years. (Ord. 2000-017).
- C. When a committee member has completed two consecutive full terms, if a position on the committee remains unfilled for one month, the County Council shall have the right to waive the one-year period of separation set forth in WCC 2.03.030. The exiting committee member may apply for any vacant position for which they are qualified.
- D. When considering applications for appointments to this committee, county council should stagger the terms such that the term limit requirement in WCC 2.03.030 does not cause more than five positions to expire simultaneously.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-190

File ID:	AB2019-190	Version:	1	Status:	Agenda Ready
File Created:	03/20/2019	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		
First Assigned to: Council					
Agenda Date:	04/09/2019	Next Mtg. Date:		Hearing Date:	04/23/2019

Primary Contact Email: sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance establishing temporary installation of stop signs during construction of the West Badger Road/Bertrand Creek Bridge No 50 Replacement Project

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

To comply with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install temporary traffic control signs at the intersection of Berthusen Road and Loomis Trail Road to facilitate the West Badger Road/Bertrand Creek Bridge No 50 Replacement Project construction detour

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Ordinance

Final Action:
Enactment Date:
Enactment #:

Jon Hutchings
Director



Joseph P. Rutan, P. E.
County Engineer/Assistant Director
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

MEMORANDUM

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

Through: Jon Hutchings, Director

From: Joseph P. Rutan, P.E., County Engineer / Assistant Director *JPR*
James E. Lee, P.E., Engineering Manager *JEL*

Date: March 18, 2019

Re: **Ordinance Regarding Temporary Installation of Stop Signs at the
intersection of Berthusen Road and Loomis Trail Road during Construction
of the W. Badger Road / Bertrand Creek Bridge No. 50 Replacement Project**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to install temporary stop signs at the intersection of Berthusen Road and Loomis Trail Road during Construction of the W. Badger Road / Bertrand Creek Bridge No. 50 Replacement Project.

Background and Purpose

The existing W. Badger Road Bridge No. 50 at Bertrand Creek is scheduled to be replaced this summer with construction activities anticipated to begin in June 2019 and continuing into late 2019. This project is listed as #29 on the 2019 Annual Construction Program.

During the construction of this project, local traffic will be detoured around the project site via Berthusen Road, Loomis Trail Road and Weidkamp Road. Public Works proposes to install temporary stop signs at the intersection of Berthusen Road and Loomis Trail Road to improve safety and help manage the increased traffic this intersection will experience during the use of this detour. These temporary stop signs will be removed as soon as construction of the project is complete.

Information

This ordinance will allow for the temporary installation of stop signs and is necessary to comply with RCW 36.32.120 and 46.61.200 to install traffic control signs.

Please contact James Lee at extension 6264 with any questions regarding this ordinance.

PROPOSED BY: Public Works - Engineering

INTRODUCTION DATE: _____

ORDINANCE NO. _____

REGARDING TEMPORARY INSTALLATION OF STOP SIGNS
AT THE INTERSECTION OF BERTHUSEN ROAD AND LOOMIS TRAIL ROAD DURING
CONSTRUCTION OF THE WEST BADGER ROAD BERTRAND CREEK BRIDGE #50
REPLACEMENT PROJECT

WHEREAS, in compliance with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, the existing Bridge #50 on West Badger at Bertrand Creek is scheduled to be replaced; and

WHEREAS, design and permitting on the project is now complete and construction of this project is expected to start in the summer of 2019 with completion anticipated in late 2019; and

WHEREAS, during construction of this project West Badger Road will be closed at the project site and local traffic will be detoured to Berthusen Road, Loomis Trail Road and Weidkamp Road; and

WHEREAS, Public Works proposes installing temporary stop signs at the intersection of Loomis Trail Road and Berthusen Road to improve the safety of this intersection during use of this detour;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that temporary stop signs be installed at the intersection of Loomis Trail Road and Berthusen Road as shown on page 2 of attached Exhibit A, the detour plan for the above-cited project, upon the start of project construction; and

BE IT FURTHER ORDAINED that upon completion of the project the temporary stop signs will be removed; and

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff be notified by a copy of this ordinance.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

APPROVED AS TO FORM:

() Approved

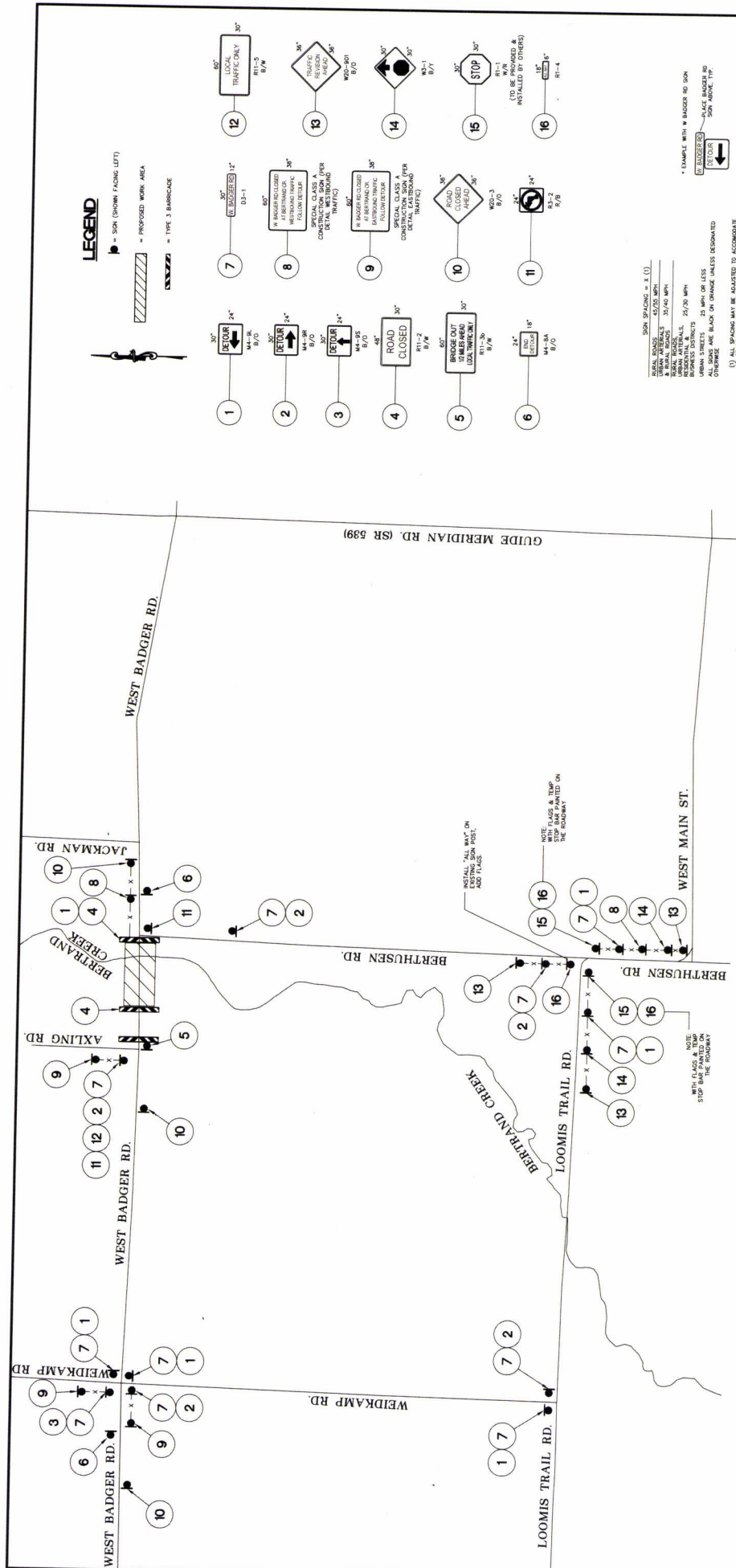
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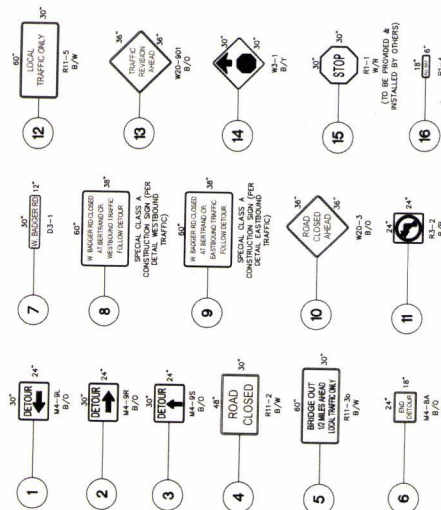
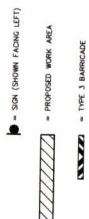
Senior Deputy Prosecuting
Attorney - Civil Division

Jack Louws, Executive

Date: _____



LEGEND

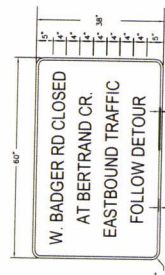


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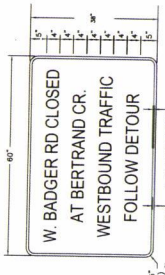
URBAN STREETS	45-55 MPH
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URBAN COLLECTORS	25-35 MPH
URBAN LOCALS	15-25 MPH
RURAL	25-35 MPH

URBAN STREETS
URBAN ARTERIALS
URBAN COLLECTORS
URBAN LOCALS
RURAL

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE
(2) THIS SIGN MAY BE ADJUSTED TO ACCOMMODATE
AREAS TO FIT BARRIER CONSTRUCTION IN URBAN



SPECIAL CONSTRUCTION SIGN
EASTBOUND TRAFFIC



SPECIAL CONSTRUCTION SIGN
WESTBOUND TRAFFIC

EXHIBIT A -
PAGE 2 OF 2



DATE: 11/11/2013
BY: J. LEE

PROJECT: WEST BADGER ROAD / BERTRAND CREEK
BRIDGE NO. 50 REPLACEMENT
PASSENGER CAR DETOUR

SHEET: C10
OF: 10 of 42

PROJECT: WEST BADGER ROAD / BERTRAND CREEK
BRIDGE NO. 50 REPLACEMENT
PASSENGER CAR DETOUR

PROJECT: WEST BADGER ROAD / BERTRAND CREEK
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PROJECT: WEST BADGER ROAD / BERTRAND CREEK
BRIDGE NO. 50 REPLACEMENT
PASSENGER CAR DETOUR



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-201

File ID:	AB2019-201	Version:	1	Status:	Agenda Ready
File Created:	03/26/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	04/09/2019	Next Mtg. Date:		Hearing Date:	

Primary Contact Email: mcaldwel@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance amending the 2019 Whatcom County Budget, request no. 5, in the amount of \$1,613,991

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental No. 5 requests funding from the General Fund:

1. To appropriate \$15,393 in Sheriff's Office to fund Boating Safety Program from grant proceeds
2. To appropriate \$272,221 in Health to fund various marijuana prevention and substance use disorder programs from grant proceeds

From the Behavioral Health Programs Fund:

3. To appropriate \$785,395 in Health to fund additional behavioral health programs and supportive housing services
4. To appropriate \$96,500 in Health to fund the GRACE Program from Peace Health and North Sound Accountable Community of Health funding

From the Countywide Emergency Medical Services Fund:

5. To appropriate \$438,482 to fund increased dispatch costs and other unanticipated expenses from Ground Emergency Medical Transportation (GEMT) payment proceeds

From the Community Development Fund:

6. To appropriate \$6,000 to fund additional support for the On-Site Septic System (OSS) and Operations & Maintenance rebate and incentives program

HISTORY OF LEGISLATIVE FILE

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

Final Action:
Enactment Date:
Enactment #:

**ORDINANCE NO.
AMENDMENT NO. 5 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			
Sheriff	15,393	(15,393)	-
Health	272,221	(305,916)	(33,695)
Total General Fund	287,614	(321,309)	(33,695)
Behavioral Health Programs Fund - Health	881,895	(350,000)	531,895
Countywide Emergency Medical Services Fund	438,482	(1,000,000)	(561,518)
Community Development Fund	6,000	-	6,000
Total Supplemental	1,613,991	(1,671,309)	(57,318)

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. 5				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Sheriff	To fund Boating Safety Program from grant proceeds.	15,393	(15,393)	-
Health	To fund prevention programs from marijuana prevention grant proceeds.	75,852	(83,438)	(7,586)
Health	To fund substance use disorder programs with Criminal Justice Treatment Account grant proceeds.	154,982	(172,470)	(17,488)
Health	To fund youth marijuana prevention and education efforts from grant proceeds.	41,387	(50,008)	(8,621)
Total General Fund		287,614	(321,309)	(33,695)
Behavioral Health Programs Fund				
Health	To fund additional behavioral health programs and supportive housing services.	785,395	(300,000)	485,395
Health	To fund the GRACE Program from Peace Health funding.	50,000	(50,000)	-
Health	To fund the GRACE Program from North Sound Accountable Community of Health participation payments received in 2018.	46,500	-	46,500
Total Behavioral Health Programs Fund		881,895	(350,000)	531,895
Countywide Emergency Medical Services Fund	To fund increased dispatch costs and other unanticipated expenses from Ground Emergency Medical Transportation (GEMT) payment proceeds.	438,482	(1,000,000)	(561,518)
Community Development Fund	To fund additional support for the On-Site Septic System (OSS) and Operations & Maintenance rebate and incentives program.	6,000	-	6,000
Total Supplemental		1,613,991	(1,671,309)	(57,318)

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2712

Fund 1

Cost Center 1003512006

Originator: Jacque Korn

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Recreational Boating Safety Grant - 2019

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.8701	Boating Safety	(\$15,393)
	6140	Overtime	\$13,294
	6210	Retirement	\$722
	6230	Social Security	\$1,017
	6259	Worker's Comp-Interfund	\$343
	6269	Unemployment-Interfund	\$17
	Request Total		\$0

1a. Description of request:

The Sheriff's Office received a Recreational Boating Safety (RBS) Grant from Washington State Parks and Recreation Commission. This is an annual grant awarded to the Sheriff's Office to conduct on-the-water patrols to increase education and enforcement activities, encouraging greater compliance with boating safety laws in an effort to reduce boating-related loss of life, personal injury, and property damage.

1b. Primary customers:

Whatcom County citizens and visitors.

2. Problem to be solved:

The Sheriff's Office is currently the only law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-65. The Sheriff's Office provides recreational boating safety patrols and enforcement of both county code and state law.

3a. Options / Advantages:

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

3b. Cost savings:

Cost savings of \$15,392.75

4a. Outcomes:

Marine patrols will be conducted during the peak boating period from May to September 2019.

4b. Measures:

Written vessel inspections will be conducted and submitted to State Parks.

5a. Other Departments/Agencies:

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

6. Funding Source:

Washington State Parks and Recreation Commission, RBS Federal Financial Assistance Grant. Funds originate from Department of Homeland Security, CFDA No. 97.012.

Tuesday, March 05, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2718

Fund 1

Cost Center 677410

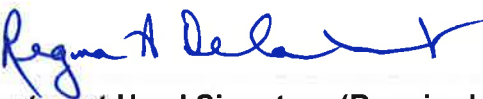
Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Dedicated Marijuana Prevention Funding

X 

3/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0469	Marijuana Prevention	(\$83,438)
	6610	Contractual Services	\$75,852
	Request Total		(\$7,586)

1a. Description of request:

Request authority to expend grant funds from the North Sound Behavioral Health Organization (NS BHO) to ensure that the tax revenue from the sale of marijuana and marijuana products is utilized for substance use disorder prevention. Funds will be used for the implementation of effective direct service prevention programming for youth and families (i.e., school-based services, case management, etc.), as well as to provide community education about the harms associated with marijuana use.

1b. Primary customers:

Whatcom County youth and adults

2. Problem to be solved:

Youth who misuse or abuse substances early in life have higher rates of addiction as adults. Legalization of marijuana and marijuana products has increased exposure and access to products among youth and adults in the community, elevating risk for experimentation and potential abuse. The 2016 Healthy Youth Survey reflected a declining "perceived risk" of regular marijuana use. Research has demonstrated that when perceived risk decreases, use of that substance increases. In 2016 about one in five 8th graders, one in three 10th graders, and nearly half of 12th graders surveyed perceived 'no/slight risk' to regular use of marijuana. Implementing effective programs and services can increase awareness of the harms, reduce consumption, and also provide other social benefits (better school performance, improved family functioning, etc.).

3a. Options / Advantages:

This funding provides targeted education/information and prevention programming to youth and community members using research-based strategies and interventions. Services will rely on established research to ensure education to youth and the community is done effectively, and that implemented programs have already demonstrated positive outcomes, such as the Student Assistance Programs (SAP). SAP's, for example, can significantly impact attitudes and behaviors related to substance use. One local SAP demonstrated a reduction of marijuana use by 20% among students participating in services. That same program showed a reduction in alcohol use by 28%, and reduction of tobacco use by 80%. Similar school and community-based programs will be implemented.

3b. Cost savings:

Prevention services have shown to save costs. According to the Substance Abuse and Mental Health Services Administration (SAMHSA), school-based prevention services, for example, show an average return of \$18 per dollar invested.

4a. Outcomes:

The reduction of marijuana use is the ultimate outcome of these efforts. This is accomplished by increasing the perception of harm from using marijuana among youth and adults, while providing

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2718

Fund 1

Cost Center 677410

Originator: Kathleen Roy

appropriate skills and interventions. These are measured through local measurement tools, including the Healthy Youth Survey.

4b. Measures:

2018 Healthy Youth Survey will provide comparative data on youth perceptions of harmfulness and use of marijuana.

a) Increase the percentage of 8th and 10th grade students who perceive harm from using marijuana

b) Delay the age of initiation of substance use (including marijuana) among 8th and 10th grade students

c) Reduce the percentage of past month use (last 30 days) of marijuana among 8th and 10th grade students

d) Increase the percentage of 8th and 10th grade students who perceive harm from vaping and using vape devices

5a. Other Departments/Agencies:

None

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

n/a

6. Funding Source:

North Sound Behavioral Health Organization administers the grant funding from the DSHS/DBHR Designated Marijuana Account.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2717

Fund 1

Cost Center 675600

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: 2019 Criminal Justice Treatment Account

X



3/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0466	CJTA Treatment	(\$172,470)
	6610	Contractual Services	\$154,982
	Request Total		(\$17,488)

1a. Description of request:

We are requesting additional expenditure authority to use state dedicated funding to support services for individuals who have been charged with non-violent crimes. Services supported will include substance use disorder (SUD) assessments, residential treatment, outpatient treatment, and housing assistance.

1b. Primary customers:

Individuals involved in the criminal justice system who have a pending non-violent criminal charge from a prosecuting attorney in the state of Washington, and who have a SUD which requires treatment. Priority will be given to individuals who are enrolled in a therapeutic court program.

2. Problem to be solved:

Non-violent offenders have limited access to resources to help them initiate and maintain long term recovery. CJTA funding provides a full continuum of therapeutic services for these individuals, especially those enrolled in therapeutic court programs

3a. Options / Advantages:

A local CJTA panel was convened to consider best options for use of these dedicated funds and made recommendations for those areas of service most needed by the population to be served. Gaps in care included: assessments in the jail, outpatient and residential treatment, and especially housing.

3b. Cost savings:

Providing clean and sober housing assistance and SUD treatment for individuals involved in the criminal justice system are proven strategies for cost saving. Treatment for people with addiction provides a savings of \$3-\$7 for every dollar spent. Housing people who are homeless, especially those challenged with an addiction, can result in \$14,700 per person saved in other costs.

4a. Outcomes:

Outcomes include: Reduction in recidivism, increased stability in recovery from SUD, and increased retention in Therapeutic Court Programs. Outcomes will be tracked throughout an individual's participation in therapeutic court programs.

4b. Measures:

Number of individuals receiving and completing in-jail as well as out-of-jail assessments for SUD, and number admitted to outpatient treatment, and number admitted to residential treatment, and number served with housing assistance.

5a. Other Departments/Agencies:

Assessments will take place in the Whatcom County Jail where people will be released to inpatient treatment. Whatcom County Therapeutic Courts (Drug Court, Mental Health Court, Family Treatment Court) will also be positively impacted by this full services continuum.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2717

Fund 1

Cost Center 675600

Originator: Kathleen Roy

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

6. Funding Source:

State Health Care Authority, Criminal Justice Treatment Account Funds.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2720

Fund 1

Cost Center 677350

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Increased Grant YMPEP

X

Regina A. DeLa...

3/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4334.0493	DOH6 PSAP	(\$50,008)
	6610	Contractual Services	\$41,387
	Request Total		(\$8,621)

1a. Description of request:

We are requesting additional expenditure authority for continued implementation of youth marijuana prevention and education efforts in Whatcom County and the North Sound Region. We received an increase in DOH funding that will support promising and best practices that target the reduction and prevention of youth marijuana use with a primary focus on policy, systems, and environmental change strategies.

1b. Primary customers:

Youth and Adults in Whatcom County and North Sound Region (Whatcom, Skagit, San Juan, Island, and Snohomish Counties)

•Local Health Jurisdictions, Community Coalitions, and Community Agencies in the North Sound Region.

2. Problem to be solved:

The 2016 Healthy Youth Survey shows that about one in four 12th grade students in Washington reported using marijuana in the past month. About one in five 8th graders, one in three 10th graders, and nearly half of the 12th graders surveyed perceived no/slight risk of regular use of marijuana. Research indicates that youth marijuana use can negatively impact brain health and development. Currently there are currently limited youth education and prevention programs available in our region.

3a. Options / Advantages:

Services will be delivered to educate youth about the harms of marijuana, increase their perceived risk from use, and to decrease their potential use. This funding will be used in the development, implementation, and evaluation of youth marijuana prevention and education activities. The regional approach is being used for marijuana prevention efforts as directed by DOH and with support from regional partners during the strategic planning process. The regional approach aims to align efforts across the region to make a greater collective impact by picking shared priorities, creating and implementing shared and consistent strategies and messages, and supporting strong regional prevention partnerships.

3b. Cost savings:

The Institute of Medicine and National Research Council indicates that every dollar invested in prevention yields \$2 to \$10 in savings in health costs, criminal and juvenile justice costs, educational costs, and lost productivity.

4a. Outcomes:

The North Sound Region Youth Marijuana Prevention and Education Five Year Strategic Plan includes the long term outcome of reducing marijuana use among youth in our region. The overall goal for the program is to create healthier communities for youth and families in the North Sound Region. Short-term outcomes for regional youth include increasing the perception of harm from marijuana use, decreasing favorable

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2720

Fund 1

Cost Center 677350

Originator: Kathleen Roy

attitudes towards marijuana use, decreasing perception of the ease of access to marijuana, decreasing perceptions of parental and peer approval of marijuana use, and increasing the % of youth who report that their parents have talked to them about marijuana use.

4b. Measures:

Healthy Youth Survey data will provide comparative data on youth use of marijuana, as well as on the additional outcomes listed above.

5a. Other Departments/Agencies:

The Health Department will contract with other Local Health Jurisdictions and community agencies in the region.

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

Alyssa Pavitt, a program specialist at Whatcom County Health Department coordinates the North Sound Region Youth Marijuana Prevention Program.

6. Funding Source:

Washington State Department of Health, Consolidated Contract.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2724

Fund 124

Cost Center 124

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Behavioral Health Fund

X 

Department Head Signature (Required on Hard Copy Submission)

3/25/19

Date

Costs:	Object	Object Description	Amount Requested
	4313.1400	Chem Dpdcy/Mental Hlth T	(\$300,000)
	6610	Contractual Services	\$650,000
	8351	Operating Transfer Out	\$135,395
	Request Total		\$485,395

1a. Description of request:

We are requesting an increase in expenditure authority to provide approximately \$650,000 in expanded programs and services including supportive housing, community-based treatment, intensive outreach and engagement services for individuals who are homeless. We anticipate approximately \$300,000 in increased revenue due to new 2019 sales tax revenue projections. The remaining funds will come from fund 124 fund balance.

1b. Primary customers:

Children and adults living with behavioral health challenges/housing challenges.

2. Problem to be solved:

The need for behavioral health services and housing are increasing in our community. In order to meet increased demands for service we will need \$650,000 in additional expenditure authority for 2019. Individuals and families who are facing a housing crisis or who are homeless often experience unstable mental health due to the increased stressors of their living conditions. These more complicated issues require additional case management to insure positive outcomes.

3a. Options / Advantages:

Reduce other important behavioral services in the community in order to provide these critically needed services.

3b. Cost savings:

Housing support services and behavioral health services reduce cost burden on the county because they result in increased employability, healthy family life, and improved mental health.

4a. Outcomes:

Expected outcomes include increased engagement in treatment services, increased housing stability for persons with behavioral health disorders, decreased utilization of costly emergency services, decreased law enforcement contacts, decreased jail bookings and days spent in jail.

4b. Measures:

Performance measures vary depending upon the contracted services. Performance measures will include number of contacts with identified clients, client caseload ratios, connection to treatment services, access to housing, stability in housing programs, and decreased contacts with emergency services and criminal justice systems.

5a. Other Departments/Agencies:

None

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2724

Fund 124

Cost Center 124

Originator: Kathleen Roy

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

n/a

6. Funding Source:

This request will be funded using the Behavioral Health Program Fund balance. The fund balance at the end of 2018 was \$5.9 million.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID #: 2721

Fund 124

Cost Center 124115

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Peace Health - GRACE program

X



3/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4346.4010	Mental Health Chg	(\$50,000)
	6610	Contractual Services	\$50,000
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority to use funds received from Peace Health 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:

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:

GRACE participants will reduce their frequency of use of crisis response systems..

4b. Measures:

Reduction in Emergency Department 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:

n/a

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2721

Fund 124

Cost Center 124115

Originator: Kathleen Roy

6. Funding Source:

Peace Health

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2719

Fund 124

Cost Center 124118

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: North Sound ACH GRACE Program

X

Regina A. Dela...

3/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6120	Extra Help	\$40,897
	6230	Social Security	\$3,129
	6259	Worker's Comp-Interfund	\$2,454
	6269	Unemployment-Interfund	\$20
	Request Total		\$46,500

1a. Description of request:

This request seeks to utilize funds from the North Sound Accountable Community of Health (NS ACH) to support the Whatcom GRACE (Ground-level Response and Coordinated Engagement) program, which will provide intensive outreach services to individuals with complex health conditions. Extra help staffing will be used to coordinate initial project implementation among the various partners and systems involved in the GRACE initiative.

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.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 2719

Fund 124

Cost Center 124118

Originator: Kathleen Roy

5a. Other Departments/Agencies:

None

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

n/a

6. Funding Source:

North Sound Accountable Community of Health

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2687

Fund 130

Cost Center 130100

Originator: T. Helms/M. Hilley

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: EMS What-Comm Budget & Admin. Office Relocation

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4332.9340	GEMT Payment Program	(\$1,000,000)
	6140	Overtime	\$15,000
	6190	Direct Billing Rate	\$5,000
	6320	Office & Op Supplies	\$5,000
	6370	Medical Supplies	\$5,000
	6510	Tools & Equip	\$5,064
	6610	Contractual Services	\$25,000
	6625	Software Maint Contracts	\$5,000
	6630	Professional Services	\$12,400
	6790	Travel-Other	\$1,000
	6860	Equipment Rental	\$700
	7060	Repairs & Maintenance	\$15,000
	7190	Other Miscellaneous	\$4,035
	7210.004	Intergov Prof Svcs	\$316,659
	7210.001	Intergov Prof Svcs	\$1,906
	7210	Intergov Prof Svcs	\$21,718
	Request Total		(\$561,518)

1a. Description of request:

Overall the 2019 EMS Administration Budget was budgeted fairly accurately considering the base budget was developed in response to a new and evolving EMS Administration division. This budget supplemental addresses the significant What-Comm 2019 budget increase as well as the unanticipated expenses resulting from the EMS Administration Office relocation and other adjustments. EMS Administration cost increases include:

\$316,659 The EMS budget includes payment to What-Comm for EMS dispatch. The 2019 What-Comm budget, which includes a significant increase above historical annual increases, was approved and finalized after the adoption of the 2019-2020 EMS budget. The What-Comm budget increases were due to increased wages and benefits resulting from labor agreements. Additional costs included facility maintenance and repair as well as an increase in the cost for services (overhead admin fee) provided by the City of Bellingham (HR, accounting, legal and payroll). Increase also includes the 2018 true-up.

\$ 23 ,624 The contractual line item is increased to adjust the CPI-W increase. The Advanced Life Support Interlocal Agreement includes annual adjustments based on the CPI-W. The amount

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2687

Fund 130

Cost Center 130100

Originator: T. Helms/M. Hilley

budgeted in the 2019 EMS budget included an inflation increase of 3.5%. The actual CPI-W increase was 3.6% therefore an adjustment of \$7624 for both agencies is included in this budget supplemental. As well as the \$16,000 legislative fee for pursuing the Ground Emergency Medical Transport (GEMT) Medicaid Funding. This advocacy has resulted in increased revenue for the ALS fees.

\$ 5,000 Software contract for Image Trend increased for CrewSense option.

\$ 5,000 Medical Supplies added for the Equipment Exchange Program vacuum splints.

\$ 12,400 Professional services budget has also been increased for the Medical Program Director contract.

\$ 15,799 Funding was approved in 2018 for improvements to office space that was designated for the EMS Administration Office. The majority of these improvements took place at the end of the year. However, some of the relocation expenses were incurred in 2019 when the actual move took place. On February 1, EMS moved into their new office located at 800 E. Chestnut. 2019 expenses include moving costs, furniture, blinds, copier, Comcast, supplies, signage and cleaning.

\$ 15,000 Overtime line added for Accountable Community Health funded work in the amount of \$15,000 to support the efforts to set up the electronic patient care reporting system for the GRACE Program which will complement the work of the Community Paramedic program.

\$ 25,000 Contractual Services has been increased to support and enhance the Quality Assurance and Educational work necessary to ensure Statewide performance and reporting compliance is achieved throughout the system.

\$ 15,000 Equipment and Repair has been increased by moving \$15,000 from the contractual for the Equipment Exchange program. This funding is primarily used for gurney repair.

\$ 5,000 Direct Billing Rate added for Facilities work on unanticipated building needs.

TOTAL EXPENDITURE INCREASE: \$438,482

Fee Revenue is expected to increase as a result of the Ground Emergency Medical Transport reimbursement. Medicaid fees have increased as a result of a multi-jurisdictional, multi-agency effort to pursue legislative action for increased Medicaid reimbursement for transport services. 2019 projected revenue increase is based on the 5 month actuals provided by FD7. EMS Administration will continue to analyze the stability of this funding source each year.

TOTAL REVENUE INCREASE \$1,000,000.

1b. Primary customers:

EMS Administration staff, Whatcom County residents and recipients of EMS Services.

2. Problem to be solved:

The What-Comm Budget was approved after the 2019-2020 county budget was approved. The 2019 What-Comm budget increase was significant. The EMS Administration relocation was within the 2018 budget amount allocated. However, some of the expenditures were incurred in 2019 due to the renovation and eventual move taking place at the end of the year. As the new EMS Administration begins to launch new system wide initiatives approved by the EMS Oversight Board such as the Community Paramedic program the costs are being recommended for approval by the Whatcom County Council.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2687

Fund 130

Cost Center 130100

Originator: T. Helms/M. Hilley

3a. Options / Advantages:

Contractual obligations for EMS services must be met. What-COMM Costs increased substantially and were presented after our 2019 EMS budget was adopted. Costs for the EMS Administration move were anticipated for 2018, but incurred in 2019 as they occurred at the end of 2018 and beginning of 2019 when the move actually occurred.

3b. Cost savings:

N/A

4a. Outcomes:

This budget supplemental supports the EMS System as recommended by both the Technical Advisory (TAB) and EMS Oversight (EOB) Boards to build a sustainable and efficient countywide system.

4b. Measures:

EMS budget for What-Comm will be increased to the amount requested of the What-Comm Board.

EMS Administration will have sufficient budget authority for one-time relocation expenses.

5a. Other Departments/Agencies:

Facilities and IT played a significant role in accomplishing the various and multiple tasks associated with relocating an office. Both divisions contributed mightily to the success of the move.

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

Mike Hilley, EMS Manager

6. Funding Source:

EMS Levy Fund

Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2723

Fund 151

Cost Center 151

Originator: Kathleen Roy

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: On-Site Septic System (OSS) Rebate Program

X

Regina A. Dela

3/25/19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$6,000
	Request Total		\$6,000

1a. Description of request:

We are requesting additional expenditure authority to support On-Site Septic System (OSS) and Operations and Maintenance (O&M) rebate and incentive program expansion beyond the current PIC (Pollution Identification and Control) areas. Rebates would be available for system evaluations or equipment installation (\$100 max) or septic tank pumping (\$200 max). Funds available for this project are from Fund 151 OSS loan repayments that can only be used for O&M related projects.

1b. Primary customers:

Whatcom County landowners with septic systems who have not submitted a current Report of System Status (ROSS) as required under WCC 24.05.160. The required ROSS captures the best information about the operational status of an On-site Septic System.

2. Problem to be solved:

Failing On-site Septic systems pose a threat to public health and the environment. Hazards include the threat of human exposure to untreated sewage, contamination of drinking water supplies, degradation of surface and groundwater resources and contamination of shellfish resources. Human consumption of shellfish contaminated by failing OSS can lead to sickness and even death.

3a. Options / Advantages:

Expansion of the rebate program will assist in encouraging landowners throughout the county to engage in required routine evaluations and maintenance of their septic systems. This program also encourages landowners to seek more information about septic systems and connect with Health Department staff as technical resources.

3b. Cost savings:

To date, 367 rebates have been processed in PIC areas through EPA grants providing supplemental funds to the Whatcom County PIC Program. Rebates are designed to incentivize system repair and maintenance. Properly operating OSS saves homeowner cost of expensive repairs and saves taxpayer costs of enforcement of failing systems and shellfish bed closures.

4a. Outcomes:

Similar to rebate programs in other counties, the goals of this program are to 1) provide an incentive for landowners to attend a Health Department septic workshop and build their knowledge about septic systems, 2) encourage landowners to complete routine evaluations and maintenance to support properly functioning septic systems, and 3) improve and protect water quality through maintenance or repairs as needed and replacement of failing septic systems. Surface water and downstream shellfish beds are community resources. Incentives for this program help improve and protect these community resources so public health risks are reduced.

4b. Measures:

(1) Increased number of OSS failures discovered. (2) Increased number of ROSS documents received.

Monday, March 25, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Environmental Health

Suppl ID # 2723

Fund 151

Cost Center 151

Originator: Kathleen Roy

(3) Identify the location and operational status of previously unknown OSS systems.

5a. Other Departments/Agencies:

Public Works is willing to process these rebates and invoice the Health Department through an interfund transfer.

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

Darin Klein, Environmental Health Supervisor

6. Funding Source:

Fund balance from OSS Loan repayments. Fund 151



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-202

File ID:	AB2019-202	Version:	1	Status:	Agenda Ready
File Created:	03/26/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		

First Assigned to: Council

Agenda Date:	04/09/2019	Next Mtg. Date:		Hearing Date:	
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Primary Contact Email: mcaldwel@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the Jail Improvement Fund, request no. 4

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requesting Council approval for additional budget authority of \$927,000 to be added to the project budget for Fund 337 - Jail Improvement Fund. Budget will be used to supplement funding for the detention door and hardware replacement bid plus various other added improvements

HISTORY OF LEGISLATIVE FILE

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

Final Action:
Enactment Date:
Enactment #:

ORDINANCE NO. _____

ORDINANCE AMENDING PROJECT BUDGET NO. 2 (JAIL IMPROVEMENT PROJECT, AS ESTABLISHED THROUGH ORDINANCE 2011-031), FOURTH REQUEST, IN THE AMOUNT OF \$927,000, FOR A TOTAL PROJECT BUDGET OF \$9,294,700

WHEREAS, Ordinance 2011-031 established the project budget for jail improvements, including the replacement of jail and juvenile detention center controls, and Phases 1A and 1B of the Design2Last contract, which resulted in building assessments, detailed investigations, project scopes and cost reports for improvements needed on the Jail and Work Center; and

WHEREAS, additional funding of \$5,250,000 was approved in Amendments No. 1 through 3 to the project budget for additional design, construction oversight, additional Sheriff's Office improvement requests, and detention door and hardware replacements, and

WHEREAS, detention door and hardware replacement bid plus various other added improvements will cost \$927,000 more than available funding, and

WHEREAS, funding is available to transfer in from the New Jail Project Fund previously established to initiate a now obsolete new jail construction project,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2011-031 is hereby amended by adding \$927,000 of expenditure authority, as described in Exhibit A, to the current amended project budget of \$8,367,700, for a total amended project budget of \$9,294,700.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of the Council

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive
Date: _____

EXHIBIT A**JAIL IMPROVEMENT FUND - FUND 337**

Account	Description	Current Amended <u>Project Budget</u>	Amendment #4 <u>to Ord. 2011-031</u>	Total Amended <u>Project Budget</u>
Expenditures				
6110-6269	Wages & Benefits	\$349,614	\$0	\$349,614
6320	Supplies	\$2,500	\$0	\$2,500
6630	Professional Services	\$661,000	\$0	\$661,000
7060	Repairs & Maintenance	\$200,000	\$927,000	\$1,127,000
7350	Buildings & Structures	\$4,036,886	\$0	\$4,036,886
7380	Other Improvements	\$3,117,700	\$0	\$3,117,700
		\$8,367,700	\$927,000	\$9,294,700
Revenues				
8210	Build America Bonds (Not Budgeted)	\$3,012,840	\$0	\$3,012,840
8301.326	Operating Transfer In - REET 1	\$104,860	\$0	\$104,860
8301.345	Operating Transfer In - New Jail Fund	\$0	\$927,000	\$927,000
8301	Operating Transfer In - Gen Fund	\$5,250,000	\$0	\$5,250,000
		\$8,367,700	\$927,000	\$9,294,700

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2713

Fund 337

Cost Center 337100

Originator: Rob Ney

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Detention Door & Hardware

X



3.18.19

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7060	Repairs & Maintenance	\$927,000
	8301.345	Operating Transfer In	(\$927,000)
	Request Total		\$0

1a. Description of request:

Facilities Management is seeking to fund the first phase of projects for the Public Safety Building and Jail Operations. The Council approved a general scope of work in January of 2018 as part of the Design2Last project.

The "Detention Doors" project was elevated to the top of the list as the most critical element to remedy. This project has been designed and a competitive bid process has been completed. The Detention Door Project scope of work includes replacing inmate cell doors, lock sets, hinges and door position switches.

Other tasks currently included in the supplemental budget request include:

- + Extending certain walls to the roof deck at the Jail Work Center for security
- + Creating a new commissary area at the Jail Work Center by installing fencing in an open air area of the facility
- + Demolishing an interior wall in the jail to create a larger room out of two smaller rooms, increasing efficiencies and work area.
- + New perimeter fence monitoring equipment for the Jail Work Center
- + Jail Controls UPS Back-up System Replacement

Proposed Projected Costs:

Dawson Bid "Detention Door Project" (General Contractor)* \$4,239,300
JAVS in Jail Courtroom \$30,000
JWC Walls to roof deck \$15,000
JWC Fence Detection System Replacement \$24,000
Commissary Wall (Demo) \$6,000
JWC New Commissary Fence \$4,130
Jail UPS \$23,000

New Project Costs \$4,341,430.00
15% Contingency \$651,214.50

Construction Costs with Contingency: \$4,992,644.50

Existing Obligation to the Jail Improvement Fund

Design2Last PO \$542,479

Requested Jail ASR 2019-5816 (Private Consult Area) \$6,000

Requested Jail ASR 2019-5823 (Man Door East Side) \$7,500

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2713

Fund 337

Cost Center 337100

Originator: Rob Ney

Requested Jail ASR 2019-5827 (Work Station Replacement) \$ 20,000
Requested Jail ASR 2019-5831 (Pre-Booking Privacy Booth) \$ 35,000
Requested Jail ASR 2019-5834 (Sergeant 2 yr Assignment) \$249,614
Requested Jail ASR 2019-5839 (Sergeant one time cost) \$2,500
Facilities personnel charging to Jail Improvements \$100,000

Identified Obligations: \$963,093.00

JAIL IMPROVEMENT FUND BALANCE: \$5,029,481.00
LESS PREVIOUSLY IDENTIFIED OBLIGATIONS \$ 963,093.00

NET AVAILABLE IN FUND PRIOR TO PROJECTS: \$4,066,388

Projected Cost(s) \$4,992,644.50
Net Available in Fund: (\$4,066,388.00)

SHORTFALL (926,256,10)

ASR ASK \$927,000.00

*The Architect/Engineer estimate for the entire Detention Door Project was \$2.81 million with an unknown factor for working in an occupied jail.

1b. Primary customers:

Whatcom County Sheriff's Department employees and inmates housed at the Jail.

2. Problem to be solved:

The Public Safety Building is old and many systems and components are failing or have reached the end of their lifespan. The Jail facility detention cell doors, locksets, hinges and door position switches all need replacement due to age, damage and high degree of potential failure. Construction must be done in phases, while the Jail is occupied.

3a. Options / Advantages:

A new Jail Facility was proposed and voted down by the voting public. Council previously directed staff to execute the plan and scope of work prepared by Design2Last. The detention doors project was the highest priority of these tasks. It should be expected that all costs for work within an occupied Jail will be considerably higher than if the area was free of constraints. As the Council can see the difference between the Engineers estimate and the bids reflect the difficulty of working in an occupied jail. This is the only option to execute the scope of work while the Jail remains operational.

3b. Cost savings:

The Jail must remain open and operational during the construction phase and is the only option. Staff will work with the Contactor to develop a list of potential "value engineering" options that may reduce the project costs.

4a. Outcomes:

If approved, Dawson Construction will execute the contract and construction identified in the Detention Door Project. It is estimated that this project will take approximately a year to execute.

4b. Measures:

The project will be built on-time and within budget

5a. Other Departments/Agencies:

This project will impact the Sheriff's Department, Jail Staff, Inmates and Court System. Impacts will be Noise, air quality, hours of operation, all of which will be mitigated by the Contractor as efficiently as possible.

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

Monday, March 18, 2019

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 2713

Fund 337

Cost Center 337100

Originator: Rob Ney

Rob Ney & Rusty Noble - Facilities Management

6. Funding Source:

New Jail Fund transfer



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-203

File ID:	AB2019-203	Version:	1	Status:	Agenda Ready
File Created:	03/26/2019	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	04/09/2019	Next Mtg. Date:		Hearing Date:	

Primary Contact Email: mcaldwel@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the New Jail Fund 2013-2014, request no. 4

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requesting Council approval for additional budget authority of \$927,000 to be added to the project budget for Fund 345 - New Jail Fund 2013-2014. Budget will be used to fund a transfer to the Jail Improvement Fund to supplement the detention door and hardware replacement project plus various other additional improvements

HISTORY OF LEGISLATIVE FILE

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

Final Action:
Enactment Date:
Enactment #:

PROPOSED BY: Executive
INTRODUCTION DATE: 04/09/19

ORDINANCE NO. _____

ORDINANCE AMENDING NEW JAIL PROJECT BUDGET (NEW JAIL PROJECT BUDGET 2013-2014, AS ESTABLISHED THROUGH ORDINANCE 2013-003), FOURTH REQUEST, IN THE AMOUNT OF \$927,000, FOR A TOTAL PROJECT BUDGET OF \$8,466,280

WHEREAS, Ordinance 2013-003 established the project budget for a new jail construction project, and

WHEREAS, funds were spent on site acquisition and consulting contracts, and

WHEREAS, voters turned down the referendum necessary to fund a new jail, and

WHEREAS, efforts have now been refocused to improving existing jail facilities, and

WHEREAS, adequate funding remains in the New Jail Project Budget Fund to fund a \$927,000 transfer needed for existing jail improvements,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2013-003 is hereby amended by adding \$927,000 of expenditure authority, as described in Exhibit A, to the current amended project budget of \$7,539,280, for a total amended project budget of \$8,466,280.

ADOPTED this ____ day of _____, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of the Council

APPROVED AS TO FORM:

() Approved () Denied



Civil Deputy Prosecutor

Jack Louws, County Executive
Date: _____

EXHIBIT A**NEW JAIL PROJECT FUND 2013-2014**

Account	Description	Current Amended <u>Project Budget</u>	Amendment #4 <u>to Ord. 2013-003</u>	Total Amended <u>Project Budget</u>
Expenditures				
6630	Professional Services	\$1,435,789	\$0	\$1,435,789
7210	Intergov Professional Services	\$10,000	\$0	\$10,000
7320	Land	\$6,093,491	\$0	\$6,093,491
8351.337	Operating Transfer Out	\$0	\$927,000	\$927,000
		\$7,539,280	\$927,000	\$8,466,280
Revenues				
8301.001	Operating Transfer In - Gen Fund	\$2,093,491	\$0	\$2,093,491
8301.4530	Op Trf In - Gen Fund (Not Budgeted)	\$3,000,000	\$0	\$3,000,000
8301.118	Operating Transfer In - Jail Fund	\$2,700,000	\$0	\$2,700,000
8301.326	Operating Transfer In - REET I	\$2,300,000	\$0	\$2,300,000
		\$10,093,491	\$0	\$10,093,491

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 2716

Fund 345

Cost Center 345100

Originator: M Caldwell

Expenditure Type: One-Time

Year 1 2019

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Transfer to Jail Improvement Fund

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.337	Operating Transfer Out	\$927,000
	Request Total		\$927,000

1a. Description of request:

Transfer \$927,000 to cover the shortfall needed in the Jail Improvement Fund for the Detention Door & Hardware project as submitted in Supplemental ID #2713

1b. Primary customers:

2. Problem to be solved:

The New Jail Project Fund has approximately \$2.7 million of fund balance available. Since voters turned down a new jail ballot referendum, and major repairs need to be accomplished at the current facility, the Administration is requesting to use New Jail Fund balance to accomplish projects at the existing Jail facilities.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

New Jail Fund fund balance



Whatcom County

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

Agenda Bill Master Report

File Number: AB2019-210

File ID:	AB2019-210	Version:	1	Status:	Agenda Ready
File Created:	04/02/2019	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	04/09/2019	Next Mtg. Date:		Hearing Date:	

Primary Contact Email: RBrowne@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Title 3, creating a local employee and apprenticeship program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code Title 3, creating a local employee and apprenticeship program.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Ordinance Creating Apprenticeship Program

Final Action:
Enactment Date:
Enactment #:

ORDINANCE NO. _____

CREATING A LOCAL EMPLOYMENT AND APPRENTICESHIP PROGRAM (LEAP)

WHEREAS, a highly skilled workforce is essential for enhancing economic growth and the continued prosperity of all our citizens; and

WHEREAS, shortages of skilled construction workers limit job growth and affect our economy; and

WHEREAS, this "skills gap" problem will continue to grow, due to the large numbers of skilled worker retirements and increased construction activity; and

WHEREAS, the responsibility to train the next generation of skilled workers rests with both the public and private sectors and must be done before too much of the knowledge and experience of existing skilled workers is lost due to retirements; and

WHEREAS, apprenticeship is a proven, highly-effective training model allowing entry-level workers to gain experience in a highly skilled occupation through a combination of on-the-job training and classroom instruction; and

WHEREAS, growing participation in apprenticeship programs today will ensure a viable workforce in the construction trade industry tomorrow; and

WHEREAS, Washington's traditional sources of high-wage, low-skilled work (forests and factories) are declining due to automation and global trade; and

WHEREAS, for there to be an increase in wages, there needs to be both an increase in the use of technology and highly-skilled workers; and

WHEREAS, if employers cannot find trained workers in Whatcom County, they will look to other places to locate their business facilities and create jobs; and

WHEREAS, apprenticeship programs can provide opportunity for disadvantaged youth and other individuals whose education has been disrupted to "learn and earn" their way to career path that offers the promise of a stable family wage future; and

WHEREAS, women and racial minorities have traditionally been under represented within the skilled trades; and

WHEREAS, Whatcom County is committed to working in partnership with labor and business to create a skilled workforce that reflects the diversity of our population and promotes community development; and

WHEREAS, the need to provide more family-wage jobs is reflected in the County's Comprehensive Plan, and the County is seeking to encourage cooperative educational opportunities responsive to the changing needs of the workplace, both locally while increasing economic stability throughout Whatcom County; and

1 WHEREAS, since the 1990s, city, county, and port governments in Washington
2 State have proven that apprenticeship utilization programs increase the number of people
3 training as registered apprentices; and
4

5 WHEREAS, with RCW 39.04.320 the Washington State Legislature recognized in
6 2005 the importance of apprenticeship training programs and expanded requirements that
7 state agencies require 15% of total labor hour be performed by approved apprentices for
8 projects that cost \$1 million or more; and
9

10 WHEREAS, between 2006 and 2009, the number of registered apprentices actively
11 training in Washington doubled after the state legislature expanded apprentice utilization in
12 state public works contracting, with building and construction trades leading the way; and
13

14 WHEREAS, since 2012, agencies under the authority of the governor, local school
15 districts, and four year institutions of higher education have required a 15% apprentice
16 utilization provision for projects that cost \$1 million or more; and
17

18 WHEREAS, a joint study from Washington General Administration and the
19 Washington Department of Labor and Industries concluded that the state's apprentice
20 utilization program is successful; and
21

22 WHEREAS, the Council finds that it would be in the best interests of the public
23 health, safety and welfare for the County to implement an apprenticeship utilization goal
24 which encourages employment of apprentices by requiring minimum level of 15%
25 apprentice employment as a requirement in the awarding of qualifying public works
26 construction contracts greater than \$1,000,000.
27

28 NOW, THEREFORE, BE IT RESOLVED, that the Whatcom County Code Title 3 shall
29 be amended to include a new chapter "CONSTRUCTION PROJECTS – APPRENTICE
30 REQUIREMENTS" as outlined in Exhibit A to this ordinance.
31

32 ADOPTED this ____ day of _____, 2019.
33

34
35 ATTEST:
36

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

37
38 _____
39 Dana Brown-Davis, Clerk of the Council
40

Rud Browne, Council Chair

41 WHATCOM COUNTY EXECUTIVE
42 APPROVED AS TO FORM:
43

WHATCOM COUNTY, WASHINGTON

44 _____
45
46 Civil Deputy Prosecutor
47

Jack Louws, County Executive

() Approved () Denied

Date Signed: _____
50
51

EXHIBIT A
AMENDMENT TO WHATCOM COUNTY CODE TITLE 3

Whatcom County Code Chapter X.XX
CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS

Sections:

- X.XX.010 Definitions.
- X.XX.020 Use of apprentices required for public works.
- X.XX.030 Administration.
- X.XX.040 EAP utilization plan.
- X.XX.050 Exceptions and waivers.
- X.XX.060 Monitoring.
- X.XX.070 Reporting.
- X.XX.080 Failure to meet utilization goal.

X.XX.010 Definitions.

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

- (1) "Apprentice" means an apprentice enrolled in an Approved Apprenticeship Program.
- (2) "Approved Apprenticeship Program" means an apprenticeship training program which: (a) is approved or recognized by the Washington State Apprenticeship and Training Council, and (b) all training and hours worked accumulate towards his/her graduation to journey level irrespective of any change of employer.
- (3) "Contractor" means a person, corporation, partnership, limited liability company, or joint venture entering into a contract with the County to construct a public work.
- (4) "Labor hours" refers to the total number of hours worked by workers receiving an hourly wage who are directly employed on the site of the public work and who are subject to state or federal prevailing wage requirements. "Labor hours" shall also include hours worked by workers employed by subcontractors on the site of the public work, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed-upon change order.
- (5) "Employee apprenticeship program (EAP)" refers to the requirements of this chapter and any administrative regulations applicable thereto.
- (6) "EAP coordinator" refers to the person designated by the County Executive to administer and coordinate the employee apprenticeship program.
- (7) "EAP utilization plan" refers to the plan for utilization of apprenticeship labor in a public work project.
- (8) "Estimated cost" shall mean the anticipated cost of a public work, as determined by the County, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.
- (9) "Notice to proceed" refers to the written authorization to the contractor under the public work contract to commence work.

1 (10) "Public work" refers to all County funded construction projects that constitute a
2 public work pursuant to RCW 39.04.010 as now or hereafter amended and estimated
3 to cost \$1,000,000 or more.
4

5
6 (11) "Subcontractor" means a person, corporation, partnership, limited liability company,
7 or joint venture that has contracted with the contractor to perform all or part of the
8 work to construct a public work by a contractor.
9

10 (12) "Director" means the Director of Public Works, or his or her designee, or successor
11

12 X.XX.020 Use of apprentices required for public works.
13

14 Apprentices shall be utilized on the construction of all public works in accordance with this
15 chapter.
16

17 X.XX.030 Administration.
18

19 (1) Apprenticeship Program Goal.

20 All contractors and subcontractors constructing or involved with the construction of
21 public works, and all service providers involved with the construction of a public work,
22 shall ensure that the lesser of at least 15 percent of the total labor hours actually
23 worked on the public work project, or 15 percent of the estimated labor hours, are
24 performed by apprentices.
25

26 (2) Diversity Goals.

27 The Director in consultation with the Council shall establish aspirational percentage
28 goals for Apprentices who are women, disadvantaged youth, and those who are racial
29 minorities. Contractors may be allowed to offer utilization below the aspirational
30 percentage goals by substituting other efforts to meet the intent of building a trained
31 construction workforce for a proportion of the utilization percentages for women,
32 disadvantaged youth, and minorities.
33

34 (3) Contract Requirements.

35 Contracts for such construction projects shall include provisions detailing the
36 apprentice labor requirements.
37

38 (4) Submission of EAP Utilization Plan.

39 All contractors shall submit an EAP utilization plan and shall meet with the EAP
40 coordinator to review said EAP utilization plan prior to being issued a notice to
41 proceed. Failure to submit an EAP utilization plan may be grounds for the County to
42 withhold remittance of a progress payment until such plan is received from the
43 responsible contractor. A meeting with the EAP coordinator prior to issuance of a
44 notice to proceed shall be excused only when the EAP coordinator is unavailable to
45 meet prior to the scheduled date for issuance of the notice to proceed and the
46 contractor and the EAP coordinator have otherwise scheduled a meeting for the
47 coordinator to review the contractor's plan. The contractor shall be responsible for
48 meeting the EAP utilization goal requirements of the contract, including all
49 amendments and change orders thereto, and shall be responsible for overall
50 compliance for all hours worked by subcontractors. To the extent practical, the
51 contractor shall recruit apprentices from multiple trades or crafts.
52

53 X.XX.040 EAP utilization plan.
54

1 The EAP utilization plan shall meet the following requirements:

- 2 (1) Shall be submitted on forms prepared or approved by the EAP coordinator;
- 3 (2) Shall specify the planned labor hours for each trade or craft;
- 4 (3) Shall provide for quarterly reports, as well as a final report, indicating the total labor
- 5 hours and the apprenticeship hours utilized by the contractor and all subcontractors
- 6 on the project; and
- 7 (4) Shall include a description of how the contractor will satisfy the EAP utilization goal
- 8 on the particular public work project and include a summary of outreach and
- 9 recruitment procedures to hire apprentices to work on the project.

10
11 X.XX.050 Exceptions and waivers.

12
13 During the term of a construction contract subject to this chapter, the County may reduce

14 or waive the apprentice labor hour goals upon determination that:

- 15 (1) The contractor has demonstrated that it has utilized best efforts to meet the
- 16 established percentage requirement but remains unable to fulfill the goal;
- 17 (2) The contractor has demonstrated that insufficient apprentices are available to meet
- 18 the EAP utilization goals;
- 19 (3) The reasonable and necessary requirements of the contract render apprentice
- 20 utilization infeasible at the required levels;
- 21 (4) There exists a disproportionately high ratio of material costs to labor hours, which
- 22 does not make feasible the required minimum level of apprentice participation;
- 23 (5) To the extent that apprentice labor hour goals are in conflict with funding
- 24 agreements in place, including federal aid projects, in connection with the public
- 25 work; or
- 26 (6) For reasons deemed appropriate by the County Executive and not inconsistent with
- 27 the purpose and goals of this chapter.

28
29 X.XX.060 Monitoring.

30
31 The County shall implement a system for monitoring the actual use of apprentices in

32 construction projects subject to this chapter. Such monitoring shall include identifying

33 individual apprentices by name and Washington State apprenticeship registration number;

34 reviewing documents provided by the contractor showing total apprentice labor hours;

35 determining the apprentice hours worked by minorities, disadvantaged youth, and women,

36 and as available, persons with disabilities and economically disadvantaged youth; and

37 assessing whether the contractor has complied with the apprenticeship requirement

38 established in its contract.

39
40 X.XX.070 Reporting.

41
42 The County Executive shall report to the County council annually upon the use of

43 apprentices for public work projects. The report shall include, to the extent it is available:

- 44 (1) The percentage of labor hours actually worked by apprentices on each project and
 - 45 the total number of labor hours on each project;
 - 46 (2) The number of apprentices by contractor broken down by trade and craft category;
 - 47 (3) The number and percentage of minorities, women, persons with disabilities and
 - 48 disadvantaged youth utilized as apprentices on each project;
 - 49 (4) The number of new apprentices indentured during the reporting year as a result of
 - 50 the County's apprenticeship requirements; and
 - 51 (5) The percentage of apprentices in training on County projects who have graduated to
 - 52 journey level during the reporting year.
 - 53 (6) All exemptions and waivers granted under section X.XX.050
- 54

1 X.XX.080 Failure to meet utilization goal.

2
3 (1) Hours Assessment.

4 Contracts for the construction of public work projects shall provide that contractors
5 failing to meet the EAP utilization goals they committed to when bidding for County
6 contracts shall be assessed an amount for each hour that is not achieved. The
7 amount per hour shall be based on the extent the contractor or service provider met
8 its goal. The amount per hour that shall be assessed shall be as follows:

9

Percent of goal met	Assessment per unmet apprentice hour
10 100%	\$ 0.00
11 90% to 99%	\$ 2.00
12 75% to 89%	\$ 3.50
13 50% to 74%	\$ 5.00
14 1% to 49%	\$ 7.50
15 0%	\$10.00

16
17

18 When determining the percent of goal that is met, all rounding shall be down to the
19 nearest whole percent. No assessment shall be waived by the County unless it is
20 determined by the County Executive to be in the best interests of the County, which
21 determination shall be made after consultation with the EAP coordinator.

22
23 (2) Deposit of Assessments.

24 All assessments imposed pursuant to this section shall be deposited into a separate
25 account and utilized to support pre-apprenticeship, training and outreach programs
26 within the County. Contributions need not be made for labor hours that have been
27 adjusted in accordance with section X.XX.050.