

**CONTRACT FOR SERVICES**  
**Between Whatcom County and Shea, Carr & Jewell, Inc. (dba SCJ Alliance)**

**Shea, Carr & Jewell, Inc. (dba SCJ Alliance)**, hereinafter called **Contractor** (*"Contractor" is the party contracting with the County and may also be referenced as "consultant"*) and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 12,  
 Exhibit A (Scope of Work), pp. 13 to 28,  
 Exhibit B (Compensation), pp. 29 to 30,  
 Exhibit C (Completion Deadlines), pp. 31 to 34,  
 Exhibit D (Certificate of Insurance), pp. 35 to 45.

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 10<sup>th</sup> day of November, 2023, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30<sup>th</sup> day of June, 2026. The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

The general purpose or objective of this Agreement is to: provide professional services associated with the 2025 Comprehensive Plan, Urban Growth Area, and Development Regulations updates, 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 \$ 1,143,010. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This contract, and the maximum consideration, is contingent upon:

1. The County and the State of Washington executing an Interagency Agreement for the GMA Periodic Update Grant;
2. The County and the State of Washington executing an Interagency Agreement for the Climate Planning Grant;
3. The County, the cities, and the Whatcom Council of Governments executing an Interlocal Agreement concerning cost sharing for planning studies associated with the comprehensive plan update and UGA review;
4. Whatcom County Council approval of supplemental budget requests to expend the above referenced funds; and
5. The consultant providing draft deliverables in the timeframes specified Exhibit D.

If the County directs the Contractor to begin work prior to fulfillment of the contingencies listed above and the County thereafter terminates the Agreement due any of the contingencies listed above, the County shall pay Contractor in accordance with Section 11.2.

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.

The Contractor shall follow all applicable terms of Washington State Department of Commerce Interagency Agreement with Whatcom County through Growth Management Services For GMA Periodic Update Grant - 2025 Jurisdiction FY24-FY25.

The Washington State Department of Commerce and the State of Washington are not liable for claims or damages arising from the Contractor's performance of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

**CONTRACTOR:**

Shea, Carr & Jewell, Inc. (dba SCJ Alliance)

\_\_\_\_\_  
Scott Sawyer, Principal

**CONTRACTOR INFORMATION:**

Shea, Carr & Jewell, Inc. (dba SCJ Alliance)  
*Name of Contractor/Firm*

Scott Sawyer, PE Principal  
*Name & Title of Signatory Authorized by Firm Bylaws, if applicable*

Address:

8730 Tallon Lane NE, Suite 200  
Lacey, WA 98516-6642

Mailing Address:

8730 Tallon Lane NE, Suite 200  
Lacey, WA 98516-6642

**WHATCOM COUNTY:**

Recommended for Approval:

Mark Personius                      10/17/2023  
Department Director                      Date

Approved as to form:

/s/ Royce Buckingham                      10/18/2023  
Prosecuting Attorney                      Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Carol Frazey, Whatcom County Executive Pro Tempore

## GENERAL CONDITIONS

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

#### 0.1 Scope of Services:

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

### *Series 10-19: Provisions Related to Term and Termination*

#### 10.1 Term:

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

#### 10.2 Extension:

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

#### 11.1 Termination for Default:

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

#### 11.2 Termination for Reduction in Funding:

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

#### 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, excluding loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

### *Series 20-29: Provisions Related to Consideration and Payments*

#### 20.1 Accounting and Payment for Contractor Services:

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

each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

***Series 30-39: Provisions Related to Administration of Agreement***

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor 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. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement. Any reuse of "work made for hire" by the County for another project shall be without liability to the Contractor.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

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

- A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
- B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

**1. Commercial General Liability**

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

**2. Professional Liability**

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

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

### 3. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence  
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

### 4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater, excluding Professional Liability and Workers' Compensation.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.

- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
  - j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
  - k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
  - l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
  - m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
  - n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.
- 34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

In the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.



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 Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

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

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

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; 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 unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

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

37.1 Administration of Contract:

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

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

Mark Personius, Director  
Whatcom County Planning and Development Services  
5280 Northwest Dr.  
Bellingham, WA 98226

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Planning and Development Services  
5280 Northwest Drive  
Bellingham, WA 98226  
Attention: Mark Personius, Director  
(360) 778-5950  
[MPersoni@co.whatcom.wa.us](mailto:MPersoni@co.whatcom.wa.us)

Shea, Carr & Jewell, Inc. (dba SCJ Alliance)  
8730 Tallon Lane NE, Suite 200  
Lacey, WA 98516-6642  
Attention: Bill Grimes, AICP  
Telephone: 360-352-1465  
Primary Email: [bill.grimes@scjalliance.com](mailto:bill.grimes@scjalliance.com)  
Secondary Email: [rachelle.bradley@scjalliance.com](mailto:rachelle.bradley@scjalliance.com)

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

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

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors 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:  
If applicable, the Contractor 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 Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor 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 Contractor 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. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:  
The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: [www.uscis.gov](http://www.uscis.gov)

***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.

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

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

42.1 Disputes:

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

b. Notice of Potential Claims:  
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has

given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

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

d. Arbitration:

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

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"  
(SCOPE OF WORK)

**Task 1: Population, Housing Unit & Household Projections and Allocations**

Projections of future population, housing units, households, group quarter population, and emergency housing/shelter needs are an integral component of land use planning. In December 2022, the Washington State Office of Financial Management (OFM) issued a twenty year population projection for the County. The consultant will assist the County and the cities to develop new projections and allocations for the 2023-2045 timeframe. Development of new projections and allocations will consider:

- Census data
- OFM population estimates and projections
- Washington Department of Commerce *Establishing Housing Targets for your Community* Guidance and Tools
- Consistency with past population growth trends
- Employment trends and projections
- Social, economic, and demographic factors and trends

The following work elements identify specific activities related to population projections:

- 1.1 Review data, including Census data and OFM population estimates and projections.
- 1.2 Develop baseline data, including historic population estimates for UGAs and other study areas and historic growth rates.
- 1.3 Coordinate with cities and other jurisdictions to ensure consistent planning.
- 1.4 Utilize the OFM medium population projection as the county-wide baseline projection for the 2023-2045 timeframe. Develop low and high county-wide population projections for the 2023-2045 timeframe. Use the State Department of Commerce's "Housing for All Planning Tool" to develop low, medium, and high county-wide projections of permanent housing units, households, group quarter population, and emergency housing/shelter needs for the 2023-2045 timeframe. Prepare documents setting forth and explaining the projections.
- 1.5 Modify the State Department of Commerce's "Housing for All Planning Tool" to develop 2023 baseline and low, medium, and high technical allocations of population, permanent housing units, households, group quarter population, and emergency housing/shelter needs for urban growth areas and the land outside urban growth areas for 2025, 2031, 2035, and 2045 and other years within the 20-year planning period requested by the County. Prepare documents setting forth and explaining the technical allocations.
- 1.6 Develop 2023 baseline and low, medium, and high technical allocations of population, housing units, households, and group quarter population for 2025, 2031, 2035, and 2045 and other years within the 20-year planning period requested by the County to transportation analysis zones and public facility and service providers (e.g., water purveyors, sewer purveyors, school districts, fire districts and park districts). Prepare documents setting forth and explaining the technical allocations.
- 1.7 The consultant will assist the City/County Planner Group and the County Council to develop policy based allocations of population, permanent housing units, emergency housing/shelter needs, households, and group quarter population to each UGA and land outside UGAs. The consultant will assist the City/County Planner Group and the County Council to develop policy based allocations of population, permanent housing units, households, and group quarter population to transportation analysis zones and public facility and service providers (e.g., water purveyors, sewer purveyors, school districts, fire districts and park districts). These allocations will be for 2025, 2031, 2035, and 2045 and other years within the 20-year planning period requested by the County to. Prepare documents setting forth and explaining the policy allocations. The

consultant will answer questions and provide strategic advice in relation to the policy based allocations, GMA, and other factors.

- 1.8 Develop a background research document on selected economic, demographic, and housing trends. Include an analysis of:
  - Canadian influence on Whatcom County real estate markets;
  - Telecommuting and other national, regional, and local trends affecting migration;
  - National, regional, and local housing trends and preferences;
  - Whatcom County migration patterns; and
  - Age cohort changes (historical and projected) and other relevant local circumstances to inform the allocation and scenario development processes.

### **Task 2: Employment Projections and Allocations**

The consultant will review current state employment projections. The consultant will assist the County and the cities to develop new employment projections for the 2023 to 2045 timeframe, including total employment and employment by sector. The consultant will:

- 2.1 Review and summarize historic and current data and economic conditions.
- 2.2 Develop baseline data, including historic employment estimates for UGAs and other study areas and historic growth rates.
- 2.3 Consult with other agencies and jurisdictions to ensure coordinated and consistent planning. Review the Whatcom County Comprehensive Economic Development Strategy and local economic development goals provided by the County and cities.
- 2.4 Develop low, medium, and high County-wide employment projections for the 2023-2045 timeframe. Prepare documents setting forth and explaining the projections.
- 2.5 Develop 2023 baseline and low, medium, and high technical allocations of total employment and employment by sector to each UGA and land outside UGAs for 2025, 2031, 2035, and 2045 and other years within the 20-year planning period requested by the County. Prepare documents setting forth and explaining the technical allocations.
- 2.6 Develop 2023 baseline and low, medium, and high technical allocations of total employment and employment by sector for 2025, 2031, 2035, and 2045 and other years within the 20-year planning period requested by the County to transportation analysis zones and public facility and service providers (e.g., water purveyors, sewer purveyors, school districts, fire districts and park districts). Prepare documents setting forth and explaining the technical allocations.
- 2.7 The consultant will assist the City/County Planner Group and the County Council to develop policy based allocations of total employment and employment by sector to each UGA, land outside UGAs, transportation analysis zones and public facility and service providers (e.g., water purveyors, sewer purveyors, school districts, fire districts and park districts). These allocations will be for 2025, 2031, 2035, and 2045 and other years within the 20-year planning period requested by the County. Prepare documents setting forth and explaining the technical allocations. The consultant will answer questions and provide strategic advice in relation to the policy based allocations, GMA, and other factors.

### **Task 3: Land Capacity Analysis**

The consultant will assist the County and cities to develop the Land Capacity Analysis Methodology for permanent housing. The consultant will assist the County and cities to conduct the land capacity analysis for permanent housing needs for each UGA and land outside of UGAs. The consultant will prepare a draft methodology and land capacity analysis for emergency housing and emergency shelter for each UGA and land outside of UGAs. The consultant will update a technical memo relating to employment.

### **3.1 Land Capacity Analysis Methodology for Permanent Housing Needs**

The consultant will review the draft Whatcom County Land Capacity Analysis for Permanent Housing Needs Methodology and recommend any needed changes to make it consistent with the Growth Management Act, Washington Administrative Code, and the Department of Commerce’s *Guidance for Updating Your Housing Element*, Chapter 3 – Land Capacity Analysis, Washington Department of Commerce, August 2023.

### **3.2 Land Capacity Analysis for Permanent Housing Needs**

The consultant will modify each existing Suitable Land Tool spreadsheet that the County and cities developed in the Buildable Lands process (that contain the jurisdictions’ existing data and assumptions) to incorporate changes needed to implement the Whatcom County Land Capacity Methodology for Permanent Housing Needs, including housing needs by income level. The consultant will train and support the County and cities in using the modified land capacity spreadsheets.

### **3.3 Land Capacity Analysis Methodology for Emergency Housing and Shelter**

The consultant will develop a draft land capacity analysis methodology for emergency housing and shelter consistent with the Growth Management Act, Washington Administrative Code, and the Department of Commerce’s *Guidance for Updating Your Housing Element*, Chapter 3 – Land Capacity Analysis, Washington Department of Commerce, August 2023. The consultant will work with the Whatcom County Health and Community Services Department and the City/County Planner Group when developing the draft.

### **3.4 Land Capacity Analysis for Emergency Housing and Shelter**

The consultant will prepare a draft land capacity analysis for emergency housing and emergency shelter for each UGA and land outside of UGAs, consistent with the Land Capacity Analysis Methodology for Emergency Housing and Shelter Methodology developed in Task 3.3.

## **Task 4: SEPA Environmental Analysis**

Consistent with WAC 197-11, the consultant will prepare a SEPA environmental impact statement to evaluate a range of Comprehensive Plan and UGA alternatives, along with associated development regulation amendments, if required by the Whatcom County SEPA Responsible Official. The proposed level of detail for environmental analysis will be programmatic and area-wide.

The environmental topics described below represent the preliminary list of anticipated topics that the consultant will address for the SEPA analysis. However, the final list of topics will be determined through the scoping process and the scope and budget may be amended if the scoping process produces additional topics not anticipated to date or if anticipated topics can be removed.

### **4.1 Scoping**

Through a public review process consistent with the SEPA rules, the consultant will work with the County to determine the scope of the EIS.

### **4.2 Prepare Preliminary Draft EIS**

The consultant will compile and prepare a Preliminary Draft EIS based on tasks 4.2.1 to 4.2.12. Following County and City review of the Preliminary Draft EIS, the consultant will review County and City staff comments.

#### **4.2.1 General Sections**

The consultant will prepare the required environmental summary, fact sheet, table of contents, distribution lists, and references.

#### **4.2.2 Alternatives Description**

The consultant will incorporate draft descriptions of each of the alternatives that have been developed by the City/County Planner Group (it is anticipated that there will be a no action alternative and three action alternatives).

The purpose of the descriptions is to provide a general overview of the main characteristics and to highlight significant differences among the alternatives. The alternatives description will also address SEPA objectives.

#### **4.2.3 Earth**

The consultant will evaluate prior EIS documents for potential incorporation by reference or adaptation into the current EIS. Areas of review are anticipated to include the topography and soils found in the County, naturally occurring asbestos, and the areas subject to geologic hazards including tsunamis, erosion, landslides, liquefaction, and other hazards. The identification of geologic conditions and hazards will be based upon Critical Areas Ordinance maps and other available resources. A comparison of growth scenarios and land use alternatives to the location of the sensitive or hazard areas will be made and a discussion of the level of effectiveness of critical area and building regulations will be provided. Mitigation measures to avoid, minimize or rectify impacts will be identified as appropriate.

#### **4.2.4 Air Quality / Climate**

The air quality / climate analysis will outline requirements of federal, state, and regional air quality regulations, including regulations relating to greenhouse gas emissions, for the proposed alternatives. The consultant will reference previous environmental documentation, applicable regulations, and air quality status of the county. The analysis will summarize air-monitoring data at continuous monitoring stations based on Northwest Clean Air Agency data. Existing emission inventories of selected pollutants, including greenhouse gas emissions, will be summarized if available. The EIS will qualitatively compare the alternatives' potential to contribute to emissions, including greenhouse gas emissions, based on an order of magnitude comparison of vehicle miles traveled (VMT) model output through Task 5, contributing land uses and other relevant factors.

##### **Climate**

A summary of current climate change programs applicable to the county, cities, and/or region will be summarized. The impacts of climate change, as set forth in climate model projections and scenarios, on existing and future land use will be analyzed. Specifically, analyze natural hazards created or aggravated by climate change, including sea level rise, landslides, flooding, drought, heat, smoke, wildfire, and other effects of changes to temperature and precipitation patterns. Mitigation measures to avoid, minimize or rectify impacts will be identified.

#### **4.2.5 Water Resources**

The consultant will summarize existing conditions regarding water quantity and water quality based on available County and State inventories and analyses of critical areas. The consultant will review drainage, flooding, and storm water run-off in the County and seven cities and provide guidance for corrective actions to mitigate or cleanse those discharges that pollute waters of the state. The potential for flooding will be evaluated in relation to the UGA and UGA Reserve alternatives. Specifically, the alternatives will include modifying UGA boundaries for Everson, Ferndale, Nooksack, and Sumas to lessen the impact of flooding on future urban development. The consultant will prepare an impact analysis of alternatives at a programmatic level using order of magnitude analysis (e.g., broad estimates of impervious surfaces based on acres by class and typical impervious surfaces associated with the use category). Mitigation measures to avoid, minimize or rectify impacts will be identified. No modeling is included in the scope of services.

#### **4.2.6 Plants and Animals**

Plant and animal habitat, with an emphasis on threatened and endangered species, and existing salmon recovery efforts will be described based on existing County and State published sources. The consultant will qualitatively address common impacts due to habitat alteration or habitat loss due to increased population and employment growth, comparing the land use alternatives in an order-of-magnitude fashion. Mitigation measures to avoid, minimize or rectify impacts will be identified.



#### **4.2.7 Land and Shoreline Use**

The land and shoreline use affected environment section will generally describe land use patterns in the county, including a description of location and distribution of urban, rural, and resource land uses. Patterns of development within UGAs will be documented, in accordance with RCW 36.70A.130(3)(a)), which was amended by Engrossed Substitute Senate Bill 5593 in 2022. Potential land use impacts will be identified at a programmatic level for each of the alternatives including changes in activity levels, intensity of development, urban/rural land use patterns, land use compatibility, and land capacity to accommodate the densities proposed. Mitigation measures to avoid, minimize or rectify impacts on land and shoreline uses, including on urban, rural and resource lands, will be identified.

#### **4.2.8 Plans and Policies**

The EIS will describe the policy and regulatory context in the County. The impact analysis will evaluate the internal and external consistency of the proposed alternatives. Internal consistency will focus on the Comprehensive Plan update and proposed alternatives in the context of the County's plans and regulations (including the Whatcom County Climate Action Plan). External consistency with relevant local, regional, and state plans and policies including GMA Goals, Shoreline Management Act goals and requirements, Countywide Planning Policies, and local comprehensive plans will also be included.

#### **4.2.9 Population, Housing and Employment**

The EIS will assess impacts of the land use alternatives on population, housing, and employment in the County including growth rates, land capacity in relation to growth projections, jobs/housing balance, adequate housing to accommodate existing unmet needs and projected population growth, and related issues. Mitigation measures to avoid, minimize or rectify impacts will be identified. This may include reference to mitigation measures proposed in sections addressing other elements of the environment, including the impact of regulations on land capacity for housing.

#### **4.2.10 Cultural Resources**

The consultant will evaluate prior EIS documents for potential incorporation by reference or adaptation into the current EIS. Areas of review are anticipated to include historic and cultural resources known to be present in the County based upon available State, County, and Tribal sources. Potential impacts will be discussed at a programmatic level. Mitigating measures, including federal, state, and local requirements, will be identified as appropriate.

#### **4.2.11 Transportation**

Analysis described under Task 5 will be incorporated into the Draft EIS. Transportation inventory and existing conditions analysis results will be incorporated into the affected environment section. Impacts will be identified through analysis of future conditions for each of the land use alternatives, and will primarily be based upon multi-modal LOS analysis results assuming County multi-modal LOS standards. The consultant will use WCOG Model output, mode share, and/or other appropriate information to generate multi-modal LOS results. Mitigation measures to avoid, minimize or rectify impacts will be identified. Mitigation will include transportation improvement projects identified to address deficiencies over the planning period (through the year 2045). The mitigation section will also describe potential options under GMA for additional revenue sources, revisions to LOS/concurrency standards, and/or land use that could be implemented to ensure a balanced transportation plan that supports land uses proposed.

#### **4.2.12 Public Services and Utilities**

The Public Services and Utilities section will address public facilities, public services, and private utilities including:

- Law Enforcement
- Fire and Emergency Medical Services
- Parks and Recreation
- Schools
- Water
- Wastewater

Stormwater  
Solid Waste  
Power, Gas, and Telecommunication Utilities

The affected environment analysis will be based on existing or proposed County, city, special districts, and private utility providers' plans, and will generally describe the services provided and service areas. It will also include an analysis of current levels of service (where applicable) and capacity. The impact analysis will include future demand projections for public facilities and services, and compare these projections to adopted level of service standards when applicable. Mitigation measures to avoid, minimize or rectify impacts will be identified.

#### **4.3 Prepare Draft EIS**

The consultant will prepare a revised Draft EIS incorporating County and other agency comments authorized by the County, and will provide a preliminary version for staff to confirm that the comments have been incorporated as appropriate prior to publication as a Public Draft EIS.

#### **4.4 Prepare Final EIS**

The consultant will compile and prepare a Final EIS based on tasks 4.4.1 to 4.4.3.

##### **4.4.1 Review Comments Received on Draft Plan/EIS**

At the close of the comment period, the consultant will receive from the County all public and agency comments received on the Draft EIS. The consultant will assign a comment number to each individual comment and provide a mark-up copy of the comments with comment numbers noted in the margin for County review.

The consultant, County staff and City staff will participate in meetings to (1) review the draft mark-up of comments prepared above, and (2) discuss the approach for responding to comments. The consultant will prepare responses to comments on the Draft EIS at the direction of the County.

The consultant will prepare a preliminary comments and responses section for County review. The consultant will conduct any necessary review of documents, coordinate with County staff as needed and prepare preliminary text for County review. One round of review of the preliminary comments and responses is assumed.

##### **4.4.2 Modified Alternative for Final EIS**

To support the Final EIS preparation a description of a modified alternative (for example a hybrid alternative) will be prepared by the consultant if determined necessary by the Whatcom County SEPA Responsible Official. The consultant will prepare a consistency analysis of the modified alternative with GMA goals for use in the Final EIS. The Final EIS will document how the modified alternative is within the range of the Draft EIS analysis.

##### **4.4.3 Preliminary and Public Drafts of Final EIS**

Following County review of the preliminary Final EIS, the consultant will meet with County staff to obtain final comments and prepare revisions as directed. The consultant will also respond to other agency comments authorized by the County. A print-check copy of the public review Final EIS will be provided to confirm requested changes have been made satisfactorily and, upon concurrence, the document will be printed and distributed by the County.

#### **Task 5: Transportation Model Analysis**

The Whatcom Council of Governments (WCOG) will supply transportation modeling services for the land use alternatives studied in the draft EIS and the additional modified alternative studied in the final EIS. The WCOG will estimate VMT (and VMT per capita) and multi-modal trips for each UGA alternative. The consultant will develop household, group quarter population and employment allocations by Transportation Analysis Zones (TAZ) under Tasks 1.6, 1.7, 2.6, and 2.7. The consultant will use model outputs of volumes supplied by the WCOG and determine appropriate multi-modal level of service (LOS) results for the 2023 base year and each 2045 land use alternative. The consultant will prepare SEPA or other planning analysis using WCOG output information, and will allow the WCOG to review a preliminary draft of the written results prior to developing public review drafts.

### **5.1 Council of Governments (WCOG) Coordination**

The consultant will coordinate with the WCOG to ensure that population, household, and employment data developed by the consultant will be in the format required by the WCOG to run the transportation model.

### **5.2 Base Model - Existing Conditions**

The consultant will use WCOG supplied information regarding the model results for “current conditions” and prepare a summary of base year (2023) conditions for use in the SEPA and planning process. Available planning level transportation studies or traffic counts that give context to the base year model results will be incorporated by the consultant where relevant.

### **5.3 Transportation Analysis Zone Land Use Data**

For the no action and action alternatives, the consultant will convert the proposed land use to household and employment units, and allocate to TAZs defined in the WCOG travel demand forecasting model. WCOG staff will input the land use/socioeconomic information into the countywide travel demand forecasting model to develop traffic forecasts for each scenario.

### **5.4 No Action Alternative Analysis**

The WCOG will test the No Action Alternative in the travel demand model. For transportation links that are part of the multi-modal concurrency/LOS analysis, the WCOG will provide link volumes, mode share, and/or other appropriate information allowing the consultant to prepare the volume to capacity (V/C) ratios and/or other appropriate metrics. The consultant will then prepare, in consultation with Whatcom County, recommended transportation improvements and strategies to address deficiencies.

### **5.5 Action Alternatives Analysis**

The WCOG will test the Action Alternatives in the travel demand model. For transportation links that are part of the multi-modal concurrency/LOS analysis, the WCOG will provide link volumes, mode share, and/or other appropriate information allowing the consultant to prepare the volume to capacity (V/C) ratios and/or other appropriate metrics. The consultant will then prepare, in consultation with Whatcom County, recommended transportation improvements and strategies to address deficiencies over the planning period (through the year 2045).

### **5.6 Sensitivity Analysis**

The WCOG may provide assistance in conducting a sensitivity analysis, which may involve developing proposed improvements or varying land use assumptions utilized in the transportation model. For transportation links that are part of the multi-modal concurrency/LOS analysis, the WCOG will provide link volumes, mode share, and/or other appropriate information allowing the consultant to prepare the volume to capacity (V/C) ratios and/or other appropriate metrics.

### **5.7 Modified Alternative Analysis**

The WCOG will test one additional alternative for inclusion in the Final EIS. For transportation links that are part of the multi-modal concurrency/LOS analysis, the WCOG will provide link volumes, mode share, and/or other appropriate information allowing the consultant to prepare V/C ratios and/or other appropriate metrics. The consultant will then prepare, in consultation with Whatcom County, recommended transportation improvements and strategies to address deficiencies.

## **Task 6: Housing Elements**

Develop background information and analysis necessary to address GMA housing element requirements consistent with RCW 36.70A.070(2) for County and city comprehensive plans (see 6.1 through 6.5 below). State Department of Commerce Housing Guidelines and spreadsheet-based tools will be duly considered when developing the housing information and analysis. Adapt the State’s spreadsheet-based tools to address unincorporated UGAs. Draft proposed

revisions to the County Comprehensive Plan housing chapter to comply with GMA housing element requirements (see 6.6 below).

### **6.1 Existing and Projected Housing Needs**

The consultant will provide an inventory and analysis of existing and projected housing needs (housing needs assessment per the Department of Commerce’s *Guidance for Updating Your Housing Element* Exhibit 2, GMA Housing Element column) that identifies the number of housing units necessary to accommodate existing unmet needs and manage projected growth throughout the County (within each UGA and on land outside UGAs).

### **6.2 Housing Goals**

The consultant will review existing County and city comprehensive plan housing elements and recommend additional or revised model goals, policies, objectives, and mandatory provisions that jurisdictions can consider and adapt for the preservation, improvement, and development of housing, including single-family residences, and within an UGA boundary, moderate density housing options including but not limited to, duplexes, triplexes, and townhomes.

These recommendations will make adequate provisions for existing and projected needs of all economic segments of the community.

### **6.3 Land Capacity for Housing**

The consultant will, in conjunction with the land capacity analysis, identify sufficient capacity of land for housing including, but not limited to, government-assisted housing, housing for moderate, low, very low, and extremely low-income households, manufactured housing, single family housing, multifamily housing, group homes, foster care facilities, emergency housing, emergency shelters, permanent supportive housing, and within a UGA boundary, consideration of duplexes, triplexes, and townhomes.

### **6.4 Displacement and Exclusion**

The consultant will identify County and city policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing. The consultant will identify policies and regulations to address and begin to undo racially disparate impacts, displacement, and exclusion in housing caused by local policies, plans, and actions. The consultant will identify areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments. The consultant will identify anti-displacement policies, with consideration given to the preservation of historical and cultural communities as well as investments in low, very low, extremely low, and moderate-income housing; equitable development initiatives; inclusionary zoning; community planning requirements; tenant protections; land disposition policies; and consideration of land that may be used for affordable housing.

### **6.5 Buildable Lands Report and Reasonable Measures**

The consultant’s recommendations relating to housing elements will include consideration of the review and evaluation (buildable lands) report and any reasonable measures identified. The housing element should link jurisdictional goals with overall county goals to ensure that the housing element goals are met.

### **6.6 Draft Whatcom County Comp Plan – Housing Element Revisions**

The consultant will draft proposed revisions to the Whatcom County Comprehensive Plan housing chapter to comply with GMA housing element requirements.

## **Task 7: Tribal Participation in Planning**

Assist the County and cities to implement the Tribal participation requirements of the GMA (Substitute House Bill 1717, approved by the State Legislature in 2022).

### **7.1 Countywide Planning Policies**

Draft Countywide Planning Policies that address the protection of tribal cultural resources in collaboration with federally recognized Indian tribes consistent with RCW 36.70A.210(3)(i) and (4).

## **7.2 MOA Development and Implementation**

Assist the County and cities to develop, adopt, and implement a memorandum of agreement (MOA) with federally recognized Indian tribes that voluntarily choose to participate in the planning process consistent with RCW 36.70A.040(8). The MOA will facilitate collaboration, participation, coordination, and cooperation in the planning process.

## **7.3 UGA and Land Use Coordination**

If a MOA is adopted pursuant to Task 7.2 above, the County, cities and tribes will coordinate their planning efforts for urban growth (pursuant to RCW 36.70A.110(1)) and other areas consistent with the terms outlined in the MOA.

### **Task 8: Climate Change Response (GMA Amendments in ESSHB 1181)**

Assist the County to integrate the climate response requirements of the GMA (Engrossed Second Substitute House Bill 1181, approved by the State Legislature in 2023) into the Countywide Planning Policies, Whatcom County Comprehensive Plan, and Whatcom County development regulations. Review and consider the Washington State Department of Commerce's *Climate Element Planning Guidance* and model climate element when drafting proposed comprehensive plan language and development regulation amendments.

### **8.1 GMA Climate Change and Resiliency Goal**

Review the Countywide Planning Policies and County comprehensive plan and development regulations for compliance with the GMA's Climate Change and Resiliency Goal (RCW 36.70A.020(14)). Conduct analysis, as appropriate, and recommend changes needed to comply with the GMA's Climate Change and Resiliency Goal.

### **8.2 County Comprehensive Plan Land Use Element**

Review the County comprehensive plan for compliance with the new land use element requirements adopted in House Bill 1181 (RCW 36.70A.070(1)). Conduct analysis, as appropriate, and recommend changes needed to comply with the GMA's land use element requirements

### **8.3 County Comprehensive Plan Capital Facility Element**

Review the County comprehensive plan for compliance with the new capital facility element requirements adopted in House Bill 1181 (RCW 36.70A.070(3)). Conduct analysis, as appropriate, and recommend changes needed to comply with the GMA's capital facility element requirements.

Assist the County identify all public entities that own capital facilities and gather information required by GMA by reviewing capital facility or system plans, emailing, and calling the staff of the public agencies. Document steps used for gathering or attempting to gather this information.

### **8.4 County Comprehensive Plan Utility Element**

Review the County comprehensive plan for compliance with the new utility element requirements adopted in House Bill 1181 (RCW 36.70A.070(4)). Conduct analysis, as appropriate, and recommend changes needed to comply with the GMA's utility element requirements.

Assist the County to identify all public entities that own utilities and gather information required by GMA by reviewing capital facility or system plans, emailing, and calling the staff of the public agencies. Document steps used for gathering or attempting to gather this information.

### **8.5 County Comprehensive Plan Transportation Element**

Review the County comprehensive plan for compliance with the new transportation element requirements adopted in House Bill 1181 (RCW 36.70A.070(6)). Conduct analysis, as appropriate, and recommend changes needed to comply with the GMA's transportation element requirements, including development of multi-modal level of service standards.

## **8.6 County Comprehensive Plan Park and Recreation Element**

Review the County comprehensive plan for compliance with the new park and recreation element requirements adopted in House Bill 1181 (RCW 36.70A.070(8)). Conduct analysis, as appropriate, and recommend changes needed to comply with the GMA's park and recreation element requirements. Conduct an evaluation of tree canopy coverage within urban growth areas (outside city limits).

## **8.7 County Comprehensive Plan Climate Change and Resiliency Element**

Conduct analysis, as appropriate, and develop proposed new climate change and resiliency elements for the County comprehensive plan that complies with the GMA's climate change and resiliency element requirements (RCW 36.70A.070(9)).

## **8.8 County Development Regulations to Implement the Comprehensive Plan**

Review existing County development regulations for compliance with the comprehensive plan goals and policies related to climate response, developed to address House Bill 1181. Recommend changes needed for consistency with the GMA and County comprehensive plan goals and policies developed pursuant to Tasks 8.1 to 8.6 above.

### **Task 9: The 40 Year UGA Planning Strategy**

The consultant will review each city, UGA, and UGA Reserve and recommend how these areas, and the regulations governing them, could be modified to provide an additional twenty-year supply of residential and employment capacity to support projected growth from 2045-2065 (initial growth projections for 2045-2065 will be developed by the consultant). In order to facilitate current and future planning efforts relating to the additional twenty-year projections, the consultant will assist with the identification of planning, development regulation changes, and lands appropriate to be included within the UGA Reserves using the guidance in RCW 36.70A.110.

### **Task 10: Project Management/Periodic Update Checklists**

This task includes project management activities including progress reports, invoicing, schedule, overall coordination, and preparing Periodic Update Checklists.

#### **10.1 Progress Reports and Invoicing**

Once a quarter, the consultant will provide County staff with an activity report that highlights services provided and accomplished in the prior quarter, identifying services to be provided, and listing any outstanding issues to be addressed.

Billings will be provided in accordance with the contract requirements.

#### **10.2 Schedule**

The consultant and County staff will assess project progress and discuss actions necessary to ensure that the project remains on schedule and within budget.

#### **10.3 Consultant and County/City Team Meetings and Conferences**

The consultant, County, and two city representative (selected by the City/County Planner Group) will hold virtual meetings and/or conference calls as necessary to ensure the project remains on-track. These meetings are in addition to the individual task meetings specified above.

#### **10.4 Periodic Update Checklists**

The State Department of Commerce has developed Periodic Update Checklists that must be submitted by jurisdictions that receive State planning grants. The consultant will prepare a preliminary draft "Periodic Update Checklist for Full-Planning Counties" for the County. The consultant will prepare a preliminary draft "Periodic Update Checklist for Full-Planning Cities" for each city. The County and cities will complete the final version of the Checklist for submittal to the State.

## **Task 11: Equity, Environmental Justice, and Economic Security**

Equity, environmental justice, and economic security should be guiding principles throughout all chapters of the Whatcom County Comprehensive Plan and associated planning and regulatory documents.

### **11.1 Comprehensive Plan Review**

Review the current Whatcom County Comprehensive Plan for consistency with the above priority that is set forth in County Council Resolution 2022-036. Identify implementation strategies and actions in Resolution 2022-036 (Exhibit A) that are not currently in the Comprehensive Plan.

### **11.2 Comprehensive Plan Goals, Policies, and Text**

Recommend amendments to the Whatcom County Comprehensive Plan, as appropriate, to address the implementation strategies and actions in Exhibit A that are not currently in the Comprehensive Plan. Work with the Whatcom Racial Equity Commission and the Whatcom County Health and Community Services Department to refine the recommended amendments to the Comprehensive Plan.

## **Task 12: Climate Change (County Resolution and Climate Action Plan)**

Incorporate climate change mitigation, adaptation, resilience, and greenhouse gas (GHG) emission reduction throughout the Comprehensive Plan.

### **12.1 Comprehensive Plan Review**

Review the current Whatcom County Comprehensive Plan for consistency with the above priority that is set forth in County Council Resolution 2022-036 and the Whatcom County Climate Action Plan. Identify implementation strategies and actions in Resolution 2022-036 (Exhibit A) and in the Whatcom County Climate Action Plan that are not currently in the Comprehensive Plan, including retention and restoration of tree canopy in unincorporated Whatcom County.

### **12.2 Comprehensive Plan Goals, Policies, and Text**

Recommend amendments to the Whatcom County Comprehensive Plan, as appropriate, to address the implementation strategies and actions in Exhibit A and the Whatcom County Climate Action Plan that are not currently in the Comprehensive Plan. Work with the Whatcom County Climate Impact Advisory Committee to refine the recommended amendments to the Comprehensive Plan.

### **12.3 Whatcom County Greenhouse Gas Inventory**

Review and incorporate, as appropriate, information from the updated *Whatcom County Greenhouse Gas Inventory* (separate contract) into the Whatcom County Comprehensive Plan.

## **Task 13: Habitats for Fish and Wildlife**

Promote the protection and restoration of healthy habitats for fish and wildlife throughout the Comprehensive Plan.

### **13.1 Comprehensive Plan Review**

Review the current Whatcom County Comprehensive Plan for consistency with the above priority that is set forth in County Council Resolution 2022-036. Identify implementation strategies and actions in Resolution 2022-036 (Exhibit A) that are not currently in the Comprehensive Plan, including a culvert inventory, schedule for culvert elimination or replacement, and a framework and strategy for achieving net ecological gain of salmon and other aquatic species habitat for all public projects and a voluntary incentive driven framework and strategy for private projects.

### **13.2 Comprehensive Plan Goals, Policies, and Text**

Recommend amendments to the Whatcom County Comprehensive Plan, as appropriate, to address the implementation strategies and actions in Exhibit A that are not currently in the Comprehensive Plan. Work with the Whatcom County Marine Resources Committee, WRIA 1 Salmon Recovery Staff Team, Whatcom County Public Works (Natural Resources Division) staff and Washington Department of Fish and Wildlife, Lummi Nation, and Nooksack Indian Tribe to refine the recommended amendments to the Comprehensive Plan.

## **Task 14: Economic Security and Affordable Housing**

Collaboratively work towards economic security and affordable housing without sacrificing environmental health and public safety.

### **14.1 Comprehensive Plan Review**

Review the current Whatcom County Comprehensive Plan for consistency with the above priority that is set forth in County Council Resolution 2022-036. Identify implementation strategies and actions in Resolution 2022-036 (Exhibit A) that are not currently in the Comprehensive Plan.

### **14.2 Comprehensive Plan Goals, Policies, and Text**

Recommend amendments to the Whatcom County Comprehensive Plan, as appropriate, to address the implementation strategies and actions in Exhibit A that are not currently in the Comprehensive Plan. Work with the Whatcom County Business & Commerce Advisory Committee and the Housing Advisory Committee of Whatcom County to refine the recommended amendments to the Comprehensive Plan.

## **Task 15: Agriculture, Food System, and Food Security**

Support a thriving local agriculture and food system economy and food security, considering the impacts of climate change on agriculture as well as equity and housing needs of farmworkers.

### **15.1 Comprehensive Plan Review**

Review the current Whatcom County Comprehensive Plan for consistency with the above priority that is set forth in County Council Resolution 2022-036. Identify implementation strategies and actions in Resolution 2022-036 (Exhibit A) that are not currently in the Comprehensive Plan.

### **15.2 Comprehensive Plan Goals, Policies, and Text**

Recommend amendments to the Whatcom County Comprehensive Plan, as appropriate, to address the implementation strategies and actions in Exhibit A that are not currently in the Comprehensive Plan. Work with the Whatcom County Agricultural Advisory Committee and the Whatcom County Food System Committee to refine the recommended amendments to the Comprehensive Plan.

## **Task 16: Forests, Timber Economy, and Healthy Ecosystems**

Build resilience to climate change in forests that enables both a thriving timber economy and healthy sustainable forest ecosystems for wildlife, carbon sequestration and storage, production and storage of cool, clean water, and environmentally safe recreation.

### **16.1 Comprehensive Plan Review**

Review the current Whatcom County Comprehensive Plan for consistency with the above priority that is set forth in County Council Resolution 2022-036. Identify implementation strategies and actions in Resolution 2022-036 (Exhibit A) that are not currently in the Comprehensive Plan.

### **16.2 Comprehensive Plan Goals, Policies, and Text**

Recommend amendments to the Whatcom County Comprehensive Plan, as appropriate, to address the implementation strategies and actions in Exhibit A that are not currently in the Comprehensive Plan. Work with the Whatcom County Forestry Advisory Committee, Climate Impact Advisory Committee, and Washington State Department of Natural Resources to refine the recommended amendments to the Comprehensive Plan. This should include consideration of future development pressures and determining a minimum number of working forest lands required to sustain a thriving local economy.



## **Task 17: Natural Hazards Mitigation and Emergency Response**

More thoroughly consider impacts of climate change, equity, and economic security in relation to natural hazards mitigation and emergency response.

### **17.1 Comprehensive Plan Review**

Review the current Whatcom County Comprehensive Plan for consistency with the above priority that is set forth in County Council Resolution 2022-036. Identify implementation strategies and actions in Resolution 2022-036 (Exhibit A) that are not currently in the Comprehensive Plan.

### **17.2 Comprehensive Plan Goals, Policies, and Text**

Recommend amendments to the Whatcom County Comprehensive Plan, as appropriate, to address the implementation strategies and actions in Exhibit A that are not currently in the Comprehensive Plan. Work with the Flood Control Zone District Advisory Committee, County Geologist, and Washington State Department of Natural Resources to refine the recommended amendments to the Comprehensive Plan.

## **Task 18: Urban Growth Areas**

Analyze the use of, and restrictions to, UGAs within the County to avoid unintended incentives to build outside of UGAs.

### **18.1 Growth Patterns**

Evaluate and document how growth patterns may have been altered from historic patterns in light of socioeconomic changes, climate change, and housing affordability challenges and what impact this should have on future planning.

### **18.2 Comprehensive Plan Review**

Review the current Whatcom County Comprehensive Plan for consistency with the above priority that is set forth in County Council Resolution 2022-036. Identify implementation strategies and actions in Resolution 2022-036 (Exhibit A) that are not currently in the Comprehensive Plan.

### **18.3 Comprehensive Plan Goals, Policies, and Text**

Recommend amendments to the Whatcom County Comprehensive Plan, as appropriate, to address the implementation strategies and actions in Exhibit A that are not currently in the Comprehensive Plan. Work with the cities and the Whatcom County Planning and Development Services Department to refine the recommended amendments to the Comprehensive Plan.

## **Task 19: Wetland Mitigation**

Maximize the environmental benefits of wetland mitigation and consider opportunities to increase development yield in urban areas by establishing off-site wetland mitigation areas outside of cities.

### **19.1 Comprehensive Plan Review**

Review the current Whatcom County Comprehensive Plan for consistency with the above priority that is set forth in County Council Resolution 2022-036. Identify implementation strategies and actions in Resolution 2022-036 (Exhibit A) that are not currently in the Comprehensive Plan.

### **19.2 Comprehensive Plan Goals, Policies, and Text**

Recommend amendments to the Whatcom County Comprehensive Plan, as appropriate, to address the implementation strategies and actions in Exhibit A that are not currently in the Comprehensive Plan. Work with Whatcom County Planning and Development Services and Whatcom County Public Works staff with expertise in wetland mitigation and the Washington State Department of Ecology to refine the recommended amendments to the Comprehensive Plan.

## **Task 20: Countywide Mineral Resource Lands Assessment**

Conduct a countywide assessment of Mineral Resource Lands (MRLs), identify land that could be considered for designation as commercially significant MRLs to meet future demand, compatible with water resources, agricultural lands, forest lands and other GMA goals pursuant to Comprehensive Plan Policy 8R-1.

### **20.1 MRL Alternatives**

Formulate MRL designation alternatives in the environmental review (e.g., EIS) process. The alternatives in the Draft EIS will include, but not be limited to:

- The no action alternative; and
- The “Localized Expansion – SMAC recommendation within ½ mile of existing MRL” alternative (MRL White Paper – April 21, 2021, Figure 6), excluding UGAs.

## **Task 21: Whatcom County 20-Year Capital Facilities Plan Update**

Update the Whatcom County 20-Year Capital Facilities Plan (Whatcom County Comprehensive Plan, Appendix E) in accordance with RCW 36.70A.070(3).

### **21.1 Inventory of Current Facilities**

Review existing capital facility plans and coordinate with County and non-County representatives, as appropriate, to update the inventory of existing capital facilities owned by public entities, including green infrastructure.

### **21.2 Forecast of Future Needs**

Review existing capital facility plans and coordinate with County and non-County representatives, as appropriate, to update the forecast of future capital facility needs.

### **21.3 Capital Projects and Funding**

Review existing capital facility plans and coordinate with County and non-County representatives, as appropriate, to update planned capital projects and funding.

### **21.4 County Revenue Projections**

Update County Revenue Projections, estimating future revenues projected for the Plan’s 2026-2045 time period, in year of expenditure dollars. Use the existing Whatcom County 20-Year Capital Facilities Plan “Chapter 16 – County Revenue Projections” as a template.

## **Task 22: Review County Subarea Plans**

Review Lummi Island, Urban Fringe, Birch Bay Community Plan, Foothills, and Point Roberts subarea plans to identify any inconsistencies with the Whatcom County Comprehensive Plan.

### **22.1 Review for Inconsistencies**

Review the five subarea plans to identify inconsistencies with the Whatcom County Comprehensive Plan (as amended in the 2025 update process).

### **22.2 Document Inconsistencies**

Create a report documenting the identified inconsistencies and recommending changes to the five subarea plans to remedy the inconsistencies.

### **22.3 Urban Fringe Subarea Plan**

Review the Bellingham Urban Fringe Subarea Plan. Identify text, goals, and policies that are already addressed in the Whatcom County Comprehensive Plan. Identify text, goals, and policies that are not addressed in the Whatcom County Comprehensive Plan.

## **Task 23: Columbia Valley UGA – Planned Light Impact Industrial**

### **23.1 Review Buildable Lands Report – Columbia Valley UGA Profile**

Review the Buildable Lands Report 2022 Whatcom County Review and Evaluation Program (July 7, 2022, Revised February 27, 2023), Columbia Valley UGA profile. Specifically, review sections of the profile relating to employment and reasonable measures in the Columbia Valley UGA.

### **23.2 Foothills Subarea Plan, Chapter 12, Policy CV1-D**

Address Foothills Subarea Plan Policy CV1-D specifically, identifying traffic impacts, infrastructure/utility/service needs, and appropriate mitigation measures associated with a land use alternative that would rezone the Planned Light Impact Industrial area north of Limestone Rd. in the Columbia Valley UGA from Rural Forestry to Light Impact Industrial. This analysis may be incorporated into the environmental impact statement, if appropriate.

## **Task 24: Essential Public Facilities**

Address changes made to the GMA’s essential public facilities requirements (RCW 36.70A.200) in the Whatcom County Comprehensive Plan and development regulations. These changes relate to “community facilities” as defined in RCW 72.05.020 (group care facility or County detention facility operated for juveniles committed to the Department of Children, Youth, and Families). These changes were adopted by the State Legislature in 2021 in Engrossed Substitute Senate Bill 5118.

### **24.1 Comprehensive Plan Review and Recommendations**

Propose amendments to Whatcom County Comprehensive Plan Chapter 2, Essential Public Facilities text and policies for siting for “community facilities” in compliance with the GMA.

### **24.2 Development Regulation Review and Recommendations**

Propose amendments to the Whatcom County development regulations (e.g., Zoning Code) for siting for “community facilities” in compliance with the GMA.

## **Task 25: Open Space within and between UGAs**

Identify open space corridors within and between urban growth areas, including lands useful for recreation, wildlife habitat, trails, and connection of critical areas.

### **25.1 Comprehensive Plan Review**

Review the current Whatcom County Comprehensive Plan goals, policies, and Map 2-3 “Open Space Areas and Corridors” for consistency with the GMA’s open space provisions of RCW 36.70A.160.

### **25.2 Consultation with Cities**

Consult with cities regarding Whatcom County Comprehensive Plan goals, policies, and Map 2-3 in relation to open space within and between existing and proposed UGAs.

### **25.3 Comprehensive Plan Goals, Policies, and Map**

Recommend amendments to the Whatcom County Comprehensive Plan goals, policies, and/or Map 2-3, if appropriate, to address the RCW 36.70A.160 in relation to existing and proposed UGA boundaries.

## **Task 26: Limited Areas of More Intensive Rural Development (LAMIRDs)**

Review the Whatcom County Comprehensive Plan and development regulations for consistency with and enhancement opportunities provided under Second Engrossed Substitute Senate Bill 5275, passed by the State Legislature in 2022, relating to LAMIRDs (amended RCW 36.70A.070(5)).

### **26.1 Comprehensive Plan Review and Recommendations**

Review the current Whatcom County Comprehensive Plan goals, policies, text, and map relating to LAMIRDs for consistency with and enhancement opportunities provided under Second Engrossed Substitute Senate Bill 5275. Make recommendations to amend Comprehensive Plan provisions relating to LAMIRDs.

### **26.2 Development Regulation Review and Recommendations**

Review the current Whatcom County development regulations and map relating to LAMIRDs for consistency with and enhancement opportunities provided under Second Engrossed Substitute Senate Bill 5275. Make recommendations to amend development regulations relating to LAMIRDs.

## **Task 27: Public Participation Plan**

Develop and assist implementing a public participation plan for the 2025 Whatcom County Comprehensive Plan update, UGA review, and development regulation update.

### **27.1 Plan Development**

Develop a public participation plan for Whatcom County in accordance with the Growth Management Act and County-wide Planning Policies including participation of vulnerable populations and overburdened communities as required by RCW 36.70A.020 (amended in 2023 by the State Legislature). When developing the public participation plan for Whatcom County, review public participation plans from other counties in Washington relating to periodic updates for best practices. Include public education and outreach tools to encourage informed and effective public input. These will include an easily accessible web page featuring a process flow chart.

### **27.2 Plan Implementation**

Assist Whatcom County in implementing the Public Participation Plan, particularly by identifying and facilitating participation by vulnerable populations and overburdened communities throughout the entire process.

**EXHIBIT "B"**  
(COMPENSATION)

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided below, up to the maximum consideration for each task.

<b>Company</b>	<b>Staff member</b>	<b>Title</b>	<b>Hourly rate</b>
<b>SCJ Alliance</b>	Eric Johnston	Principal	\$330
	William Grimes	Principal	\$237
	Sharese Graham	Senior Consultant	\$247
	Aaron Qualls	PM2 Project Manager	\$168
	Alicia Ayars	Principal	\$215
	Aren Murcar	P4 Planner	\$140
	Rachelle Bradley	P2 Planner	\$125
	Laura Barker	P3 Planner	\$145
	Lauren Schubring	P3 Planner	\$120
	Anne Sylvester	Senior Consultant	\$239
<b>Leland Consulting Group</b>	Chris Zahas	Managing Principal	\$235
	Andrew Oliver	Associate	\$175
	Ellen Bini	Analyst	\$160
<b>Transpo</b>	Patrick Lynch	Principal	\$295
	Chris Comeau	Senior Transportation Planner	\$230
	Brent Turley	Senior Engineer	\$255
	Paul Sharman	Senior Project Manager	\$205
	Jewell Hamilton	Transportation Analyst	\$135
	Casey Rothlisberger	GIS Technician	\$120

These rates are current as of January of 2023 and will be subject to change on a yearly basis.

MAXIMUM CONSIDERATION PER TASK, amounts for individual tasks shown below may exceed the amount by a maximum of 20% with written approval of the County, as long as the total consideration is not exceeded.

1	Population/Housing	50,000
2	Employment	35,000
3	Land Capacity Analysis	30,000
4	SEPA / EIS	225,000
5	Transportation Model Analysis	30,000
6	Housing Element	57,500
7	Tribal Participation	20,000
8	Climate Change (HB 1181)	155,000
9	40-Year Planning Strategy	15,000
10	Project Management/Checklists	60,000
11	Equity, EJ, and Economic Security	16,650
12	Climate Change (County Resolution & CAP)	35,000
13	Habitats for Fish & Wildlife	20,000
14	Economic Security & Affordable Housing	18,000
15	Ag, Food System, and Food Security	13,000
16	Forests, Timber Economy, Ecosystems	26,760
17	Natural Hazards Mitigation & Response	21,150
18	Urban Growth Area	21,275
19	Wetland Mitigation	8,725
20	Countywide MRL Assessment	4,635
21	County 20-Year CFP	80,000
22	County Subarea Plans	40,000
23	Columbia Valley UGA - LII	11,165
24	Essential Public Facilities	3,700
25	Open Space in & between UGAs	8,650
26	LAMIRDs	14,800
27	Public Participation Plan/Implementation	80,000
	<b>Subtotal</b>	<b>1,101,010</b>
	Estimated B&O Tax	21,000
	Estimated Expenses (travel, meeting supplies, et	21,000
	<b>TOTAL</b>	<b>1,143,010</b>

The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County, including the consultant expenditures on each contract task # (for the month and the cumulative total), hourly rates, and hours worked on the task for the month.

## Exhibit C

Completion deadlines have been established for the sole purpose of ensuring that the Consultant provides deliverables to the County in a timeframe that allows the County to submit these deliverables to the State Department of Commerce in time to receive State grant funding.

When the deliverable's "completion deadline" is within State Fiscal Year 2024 (between July 1, 2023 and June 30, 2024), the deliverable shall be provided to Whatcom County by June 15, 2024.

When the deliverable's "completion deadline" is within State Fiscal Year 2025 (between July 1, 2024 and June 30, 2025), the deliverable shall be provided to Whatcom County by June 10, 2025.

Notwithstanding the completion deadlines within Fiscal Year 2024 and Fiscal Year 2025, it is anticipated that Consultant tasks/work items will progress and deliverables will be provided to the County in accordance with the project schedule mutually developed by the County and the Consultant to meet project objectives.

Task/Work Item	Deliverable
Population and Housing Projections and Allocations  Completion deadline: Within State Fiscal Year 2024	Consultant report addressing population, housing unit, & household projections and allocations.
Employment Projections and Allocations  Completion deadline: Within State Fiscal Year 2024	Consultant report addressing employment projections and allocations.
Land Capacity Analysis (LCA) Methodologies  Completion deadline: Within State Fiscal Year 2024	Draft land capacity analysis methodologies for permanent housing needs and emergency housing & shelter.
Land Capacity Analysis (LCA)  Completion deadline: Within State Fiscal Year 2025	Draft land capacity analysis for permanent housing needs and emergency housing & shelter.
SEPA Environmental Analysis  Completion deadline: Within State Fiscal Year 2024	Preliminary draft Draft EIS
SEPA Environmental Analysis  Completion deadline: Within State Fiscal Year 2025	Preliminary draft Final EIS

<p>Transportation Model Analysis</p> <p>Completion deadline: Within State Fiscal Year 2025</p>	<p>Draft Transportation Model Analysis</p>
<p>Housing - Existing and Projected Housing Needs</p> <p>Completion deadline: Within State Fiscal Year 2024</p>	<p>Draft inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to accommodate existing unmet needs and manage projected growth throughout the County (within each UGA and on land outside UGAs).</p>
<p>Housing Element</p> <p>Completion deadline: Within State Fiscal Year 2025</p>	<p>Draft Whatcom County Comp Plan – Housing Element Revisions.</p>
<p>Countywide Planning Policies: Cultural protection and climate</p> <p>Completion deadline: Within State Fiscal Year 2024</p>	<p>Draft countywide planning policies relating to protection of cultural resources and to address climate change and resiliency.</p>
<p>Tribal Participation in Planning</p> <p>Completion deadline: Within State Fiscal Year 2025</p>	<p>Draft memorandum of agreement (MOA) with Tribes that voluntarily choose to participate in the planning process and documentation of consultant assistance implementing the MOA.</p>
<p>40-Year UGA Planning Strategy</p> <p>Completion deadline: Within State Fiscal Year 2025</p>	<p>Draft document setting forth recommendations to address an additional twenty year supply of residential and employment capacity to support growth from 2045-2065 (e.g. UGA reserves or potential future regulatory changes).</p>
<p>Project Management</p> <p>Completion deadline: Within State Fiscal Year 2024</p>	<p>Two quarterly consultant progress reports.</p>
<p>Project Management</p> <p>Completion deadline: Within State Fiscal Year 2025</p>	<p>Four quarterly consultant progress reports</p>
<p>Commerce Periodic Update Checklist</p> <p>Completion deadline: Within State Fiscal Year 2024</p>	<p>Commerce Periodic Update Checklist.</p>
<p>Address Whatcom County Council priorities for the 2025 Update set forth in Resolution 2022-036.</p> <p>Completion deadline: Within State Fiscal Year 2024</p>	<p>Preliminary draft document relating to Council priorities.</p>



<p>Address Whatcom County Council priorities for the 2025 Update set forth in Resolution 2022-036.</p> <p>Completion deadline: Within State Fiscal Year 2025</p>	<p>Final draft document relating to Council priorities.</p>
<p>Countywide Mineral Resource Lands (MRL) Assessment</p> <p>Completion deadline: Within State Fiscal Year 2024</p>	<p>Draft document with MRL designation alternatives.</p>
<p>Whatcom County 20-Year Capital Facilities Plan Update</p> <p>Completion deadline: Within State Fiscal Year 2024</p>	<p>Draft County revenue projections from 2026-2045.</p>
<p>Whatcom County 20-Year Capital Facilities Plan Update</p> <p>Completion deadline: Within State Fiscal Year 2025</p>	<p>Draft 20-Year Capital Facilities Plan.</p>
<p>Review County Subarea Plans</p> <p>Completion deadline: Within State Fiscal Year 2025</p>	<p>Document identifying any inconsistencies between the Lummi Island, Urban Fringe, Birch Bay Community Plan, Foothills, &amp; Point Roberts subarea plans and the Whatcom County Comprehensive Plan.</p>
<p>Columbia Valley UGA – Planned Light Impact Industrial</p> <p>Completion deadline: Within State Fiscal Year 2024</p>	<p>Draft document identifying traffic impacts, infrastructure, utility, service needs and appropriate mitigation measures associated with a land use alternative that would rezone the Planned Light Impact Industrial area in the UGA to Light Impact Industrial.</p>
<p>Essential Public Facilities</p> <p>Completion deadline: Within State Fiscal Year 2024</p>	<p>Draft Whatcom County Comprehensive Plan and development regulations relating to “community facilities” (see Engrossed Substitute Senate Bill 5118, passed in 2021).</p>
<p>Open space within and between UGAs</p> <p>Completion deadline: Within State Fiscal Year 2025</p>	<p>Draft Comprehensive Plan amendments addressing open space in relation to existing and proposed UGA boundaries.</p>
<p>Limited Areas of More Intensive Rural Development (LAMIRDs)</p> <p>Completion deadline: Within State Fiscal Year 2024</p>	<p>Draft Comprehensive Plan and development regulation amendments to provide enhancement opportunities in LAMIRDs (under SESSB 5275).</p>

Public Participation Plan  Completion deadline: Within State Fiscal Year 2024	Draft public participation plan.
Public Participation Plan Implementation  Completion deadline: Within State Fiscal Year 2025	Documentation of consultant assistance implementing the public participation plan, including a summary of climate-related takeaways and outcomes from public engagement on climate and a summary of takeaways and outcomes from public engagement on other issues.
Comprehensive Plan Amendments  Completion deadline: Within State Fiscal Year 2025	Draft Comprehensive Plan Land Use, Transportation, Capital Facilities, Utilities, Parks and Recreation, and Environment element amendments to comply with HB 1181
Comprehensive Plan Amendments  Completion deadline: Within State Fiscal Year 2025	Draft GHG Emissions Reduction Sub-element
Development Amendments  Completion deadline: Within State Fiscal Year 2025	Draft Development Regulations to implement Comprehensive Plan policies related to climate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/9/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0C36861
Seattle-Alliant Insurance Services, Inc.
401 Union Street, 31st Floor
Seattle, WA 98101
CONTACT NAME: Melanie Kelly
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Melanie.Kelly@alliant.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Property Casualty Company of America 25674
INSURER B: Travelers Casualty Insurance Company of America 19046
INSURER C: Travelers Indemnity Company of Connecticut 25682
INSURER D: Continental Casualty Company 20443
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Prof/Pollution Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SCJ Project No. 23-000479
Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers are Additional Insured with respect to General Liability per forms attached.

CERTIFICATE HOLDER: Whatcom County, Matt Aamot, 311 Grand Avenue, Baring, WA 98224
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

- 1.** The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2.** The following is added to Paragraph **B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

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

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

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

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

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

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



After the **Insured** reports a **circumstance** or a **claim** is made and the **Insured** has the right under any contract to either reject or demand arbitration or other alternative dispute resolution process, the **Insured** shall only do so with the Insurer's prior written consent.

**C. The Insured's Rights and Duties in the Event of a Circumstance**

If the **Insured** reports a **circumstance** for which there may be coverage under this Policy, and the **Insured** gives the Insurer written notice containing as much detail as the **Insured** can reasonably provide regarding:

1. what happened and the **professional services** or activities the **Insured** performed;
2. the nature of any possible injury or damages; and
3. how and when the **Insured** first became aware of such **circumstance**,

then any **claim** or **related claims** that subsequently may be made against the **Insured** arising out of such **circumstance** shall be deemed to have been made on the date the Insurer received written notice of the **circumstance**.

The **Insured** will cooperate with the Insurer in addressing the **circumstance**, and refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense without the Insurer's prior written approval.

**D. Subrogation**

If any **Insured** has rights to recover amounts from another, those rights are transferred to the Insurer to the extent of the Insurer's payment. The **Insured** must do everything necessary to secure these rights and must do nothing after a **claim** is made to jeopardize them. The Insurer hereby waives subrogation rights against any person or organization to the extent that the **Named Insured** has, prior to a **wrongful act** or **circumstance**, entered into a written agreement to waive such rights.

**E. Premium**

All premium charges under this Policy will be computed according to the rules, rates and rating plans that apply at the effective date of the current **policy term**.

**F. Examination and Audit**

The **Insured** agrees to allow the Insurer to examine and audit the **Insured's** financial books and records that relate to this insurance. The Insurer may do this at any time during the **policy term** or any extensions, and up to three years after the end of the **policy term**.

**G. Legal Action Limitation**

1. The **Insured** agrees not to bring any legal action against the Insurer concerning this Policy unless the **Insured** has fully complied with all the provisions of this Policy.
2. If, after the final adjudication or settlement of a **claim**, there is any dispute concerning tort allegations against the Insurer regarding the handling or settlement of any **claim**, the **Insured** and the Insurer agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should the **Insured** and the Insurer be unable to agree on the form of alternative dispute resolution, then such dispute shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

**H. Changes to Policy**

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement to this Policy.

**I. Transfer of Interest**

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**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: **UB-38295329-22-47-G**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

DATE OF ISSUE:

ST ASSIGN:

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