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

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

COUNCILMEMBERS
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kaylee Galloway
Kathy Kershner

WHATCOM COUNTY COUNCIL

COMBINED AGENDA PACKET FOR MAY 24, 2022

INCLUDES INFORMATION FOR THE FOLLOWING MEETINGS:

10:30 A.M. - FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
(HYBRID MEETING –ADJOURNS BY NOON)

1 P.M. – PUBLIC WORKS AND HEALTH COMMITTEE
(HYBRID MEETING - ADJOURNS BY 1:45 P.M.)

1:55 P.M. – COMMITTEE OF THE WHOLE
(HYBRID MEETING - ADJOURNS BY 4:30 P.M.; MAY BEGIN EARLY)

6 P.M. - COUNCIL
(HYBRID MEETING)

PARTICIPATE IN COUNCIL HYBRID MEETINGS

THE COUNCIL IS CURRENTLY HOLDING MEETINGS IN HYBRID FORMAT WITH OPTIONS FOR IN-PERSON OR REMOTE VIEWING AND PARTICIPATION. FOR INSTRUCTIONS ON HOW TO WATCH OR PARTICIPATE IN THE COUNCIL'S MEETINGS, VISIT WHATCOMCOUNTY.US/JOINVIRTUALCOUNCIL OR CONTACT THE COUNCIL OFFICE AT 360.778.5010

COMMITTEE AGENDAS

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
10:30 A.M. TUESDAY, May 24, 2022 (ADJOURNS BY NOON)
Hybrid Meeting

Call To Order

Roll Call

Announcements

Individuals who require special assistance to participate in the Council's meetings are asked to contact the Council Office at 360.778.5010 at least 96 hours in advance.

COMMITTEE DISCUSSION

1. AB2022-308 Discussion of proposed investment of ARPA funds to support housing projects in 2022
Pages 10 – 11

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2022-260 Ordinance amending the project budget for the Sudden Valley Stormwater Improvements Fund, request no. 1
Pages 12 – 19

2. AB2022-274 Ordinance amending the project based budget for the 2010 Jail Improvements Fund, request no. 5
Pages 20 – 24

3. AB2022-275 Ordinance amending the 2022 Whatcom County Budget, request no. 8, in the amount of $11,498,022
Pages 25 – 64

4. AB2022-280 Ordinance amending Whatcom County Code Section 3.08.095, Small Works Roster Contract Award process, to update requirements for Bids and Proposals
Pages 65 – 67

COUNCIL "CONSENT AGENDA" ITEMS

1. AB2022-252 Request authorization for the County Executive to enter into a grant contract between Whatcom County and Washington State Health Care Authority for financial assistance to expand the MOUD (Medication for Opioid Use Disorder) Program in the Jail in the amount of $149,839.00
Pages 68 – 113

2. AB2022-284 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and U.S. Department of Agriculture (USDA), Forest Service, for a part time Sheriff's Office Deputy to patrol Mt. Baker-Snoqualmie National Forest, in the amount of $21,773.14
Pages 114 – 124

3. AB2022-285 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and U.S. Department of Agriculture (USDA), Forest Service, for a part-time Sheriff's Office Deputy to patrol Mt.Baker-Snoqualmie National Forest, in the amount of $34,986.86
Pages 125 – 136

4. AB2022-286 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and U.S. Department of Agriculture (USDA), Forest Service, for overtime patrols, in the amount of $21,900.00
Pages 137 – 156

5. AB2022-287 Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Regional Council (NWRC) for Medication for Opioid Use Disorder (MOUD) Nursing Services at the Whatcom County Jail and Work Center in the amount of $54,748.00
Pages 157 – 216

6. AB2022-289 Request authorization for the County Executive to enter into a Collective Bargaining Agreement between Whatcom County and Local 114-PD of the Washington State Council of County and City Employees (WSCCCE) Council 2, American Federation of State, County & Municipal Employees (AFSCME) effective date of adoption through December 31, 2024
Pages 217 – 241

7. AB2022-290 Request authorization for the County Executive to enter into a contract between Whatcom County and Action Research to develop an outreach program to foster behavior changes related to proper disposal of moderate-risk hazardous waste in the amount of $74,340
Pages 242 – 275

8. AB2022-293 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Western Washington University for support of the construction of a Longhouse in the amount of $75,000
Pages 276 – 282

9. AB2022-297 Request approval for the County Executive to enter into an Interlocal Cooperative Purchasing Agreement with Kitsap County which will allow reciprocal utilization of competitively bid contracts, pursuant to RCW Chapter 39.34 Interlocal Cooperation Act
Pages 283 – 287

10. AB2022-298 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to support operations of an overnight shelter for young adults experiencing homelessness in the amount of $165,000 for a total amended contract amount of $250,018
Pages 288 – 297

11. AB2022-299 Request approval of the 2022 Economic Development Infrastructure Project list for funding from the EDI Fund and approval for the County Executive to enter into the required interlocals
Pages 298 – 316

Items Added by Revision

Other Business

Adjournment

COUNCIL PUBLIC WORKS AND HEALTH COMMITTEE
1:00 P.M. TUESDAY, May 24, 2022 (ADJOURNS BY 1:45 P.M.)
Hybrid Meeting

Call To Order

Roll Call

Announcements

Individuals who require special assistance to participate in the Council's meetings are asked to contact the Council Office at 360.778.5010 at least 96 hours in advance.

SPECIAL PRESENTATION

1. AB2022-268 Report from the Public Works Department
Page 317

Items Added by Revision

Other Business

Adjournment

COUNCIL COMMITTEE OF THE WHOLE
1:55 P.M. TUESDAY, May 24, 2022 (ADJOURNS BY 4:30 P.M.; MAY BEGIN EARLY)
Hybrid Meeting

Call To Order

Roll Call

Announcements

Individuals who require special assistance to participate in the Council's meetings are asked to contact the Council Office at 360.778.5010 at least 96 hours in advance.

COMMITTEE DISCUSSION

1. AB2022-301 Discussion of next steps for proposed amendments to Title 20 (Zoning) related to vacation (short-term) rentals
Pages 318 – 327

2. AB2022-309 Discussion of a proposed ordinance providing for the submission of a proposition to the qualified electors of Whatcom County authorizing the County to lift the limit on regular property taxes under Chapter 84.55 RCW for the purpose of funding for childcare, early learning programs, and increased support for vulnerable children
Pages 328 – 336

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2022-302 Resolution supporting every person's right to inclusive healthcare
Pages 337 – 339

Items Added by Revision

Other Business

Adjournment

COUNTY COUNCIL

REGULAR COUNCIL MEETING
6:00 P.M. TUESDAY, May 24, 2022
Hybrid Meeting

CALL TO ORDER

ROLL CALL

FLAG SALUTE

ANNOUNCEMENTS

The Council is currently holding meetings in hybrid format with options for in-person or remote viewing and participation. For instructions on how to watch or participate in the Council's meetings, visit www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

Individuals who require special assistance to participate in the Council's meetings are asked to contact the Council Office at 360.778.5010 at least 96 hours in advance.

The County is accepting applications from county residents to fill vacancies on several boards, commissions, and committees spanning a wide range of important local issues. For more information, visit the Boards and Commissions vacancies webpage on the County website or call the County Council Office or County Executive's Office.

COUNTY EXECUTIVE'S REPORT

MINUTES CONSENT

1.	MIN2022-032	Committee of the Whole Executive Session for May 10, 2022 **Pages 340 – 343**
2.	MIN2022-033	Committee of the Whole for May 10, 2022 **Pages 344 – 347**
3.	MIN2022-034	Regular County Council for May 10, 2022 **Pages 348 – 361**
4.	MIN2022-035	Water Work Session for May 17, 2022 **Pages 362 – 366**

SPECIAL PRESENTATION

1.	AB2022-269	Whatcom County Executive Sidhu will present his "State of the County" remarks to Council **Page 367**

PUBLIC HEARINGS

To participate, please see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010. All speakers are asked to state their name for the record and optionally include city of residence. When a large group of individuals supports the same position on an issue, we encourage the selection of one or two representatives to speak on behalf of the entire group. Speakers will be given three minutes to address the Council and will be notified when their three minutes are up. Speakers participating on-site in the Council Chambers will speak first, followed by those participating remotely.

1. AB2022-266 Request approval for the County Executive to submit up to three (3) applications and enter into grant agreements with the Washington State Department of Commerce for 2022 CDBG grant funding to support local projects that will benefit low-to-moderate income families in Whatcom County
Pages 368 – 374

2. AB2022-239 Resolution vacating a portion of Wynn Road
Pages 375 – 393

3. AB2022-261 Resolution amending Resolution No. 2021-056, making additional amendments to the 2020 Shoreline Management Program Periodic Update documents to be considered by the Department of Ecology in their final review and approval
Pages 394 – 413

4. AB2022-282 Resolution declaring Whatcom County real property surplus
Pages 414 – 418

5. AB2022-283 Resolution authorizing the transfer of Whatcom County surplus property
Pages 419 – 423

OPEN SESSION (20 MINUTES)

During open session, audience members may speak to the council on issues not scheduled for public hearing. To participate, please see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010. All speakers are asked to state their name for the record and optionally include city of residence. When a large group of individuals supports the same position on an issue, we encourage the selection of one or two representatives to speak on behalf of the entire group. Speakers will be given three minutes to address the Council and will be notified when their three minutes are up. Speakers participating on -site in the Council Chambers will speak first, followed by those participating remotely.

CONSENT AGENDA

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

(From Council Finance and Administrative Services Committee)

1. AB2022-252 Request authorization for the County Executive to enter into a grant contract between Whatcom County and Washington State Health Care Authority for financial assistance to expand the MOUD (Medication for Opioid Use Disorder) Program in the Jail in the amount of $149,839.00
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Pages 242 – 275

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Pages 288 – 297

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Pages 298 – 316

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

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Pages 12 – 19

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Pages 20 – 24

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Pages 25 – 64

4. AB2022-280 Ordinance amending Whatcom County Code Section 3.08.095, Small Works Roster Contract Award process, to update requirements for Bids and Proposals
Pages 65 – 67

(From Council Committee of the Whole)

5. AB2022-302 Resolution supporting every person's right to inclusive healthcare
Pages 337 – 339

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2022-258 Appointment to a vacancy on the Board of Supervisors for Drainage Improvement District #6, Position 1, to serve a partial term until the next election in February 2024 - Applicant(s): Edward L. Thompson
Pages 424 – 426

2. AB2022-276 Appointment to the Stakeholder Advisory Committee for the Justice Project, applicants: Teresa Bosteter, Eve Smason-Marcus (Application deadline for any other applicants to this vacancy is 10 a.m. on May 17, 2022)
Pages 427 – 433

CONFIRMATION OF EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Per Whatcom County Code 2.03.070(B), the council must confirm or reject executive appointments within 30 days of submission to the council. County code deems the appointee confirmed if council does not take action within this time.

1. AB2022-294 Request confirmation of the County Executive's appointments of Shamika Brooks, Edna Revey and Therese Horan to the Public Health Advisory Board
Pages 434 – 447

2. AB2022-296 Request confirmation of the County Executive's appointment of Jim Boyle to the Marine Resources Committee
Pages 448 – 453

ITEMS ADDED BY REVISION

INTRODUCTION ITEMS

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

1. AB2022-303 Ordinance providing for the submission of a proposition to the qualified electors of Whatcom County authorizing the County to lift the limit on regular property taxes under Chapter 84.55 RCW for the purpose of funding for childcare, early learning programs, and increased support for vulnerable children
Pages 454 – 462

2. AB2022-281 Receipt of application to a vacancy on the Board of Equalization for an at-large alternate - Applicant(s): Thomas Goetzl (Deadline for additional applications for this position is 10 a.m. on Tuesday, May 31, 2022)
Pages 463 – 466

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ADJOURN

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-308

File ID:	AB2022-308	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/17/2022	**Entered by:**	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Discussion		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Discussion of proposed investment of ARPA funds to support housing projects in 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Council Memo

WHATCOM COUNTY
HEALTH DEPARTMENT

ERIKA LAUTENBACH, MPH, DIRECTOR
AMY HARLEY, MD, MPH, CO-HEALTH OFFICER
GREG THOMPSON, MD, MPH, CO-HEALTH OFFICER

Memorandum

TO: **SATPAL SIDHU, COUNTY EXECUTIVE**

FROM: Ann Beck, Human Services Manager

DATE: 5/13/22

RE: **Discussion of proposed investments of ARPA funds to support affordable housing projects in 2022.**

This notice is to inform Council of an upcoming supplemental budget request for additional ARPA funds to support both preservation and development of affordable housing projects in Whatcom County.

Background and Purpose

Whatcom County has an insufficient supply of affordable housing for both renters and homeowners. This perpetuates housing instability for low income households in the community. During the biennium budget approval, Council approved $1,000,000 of Whatcom County's ARPA funds in 2022 to support affordable housing projects. Since that time, two important investment opportunities have been identified that require funding in 2022 that exceeds current budget authority.

Mercy Housing seeks support to purchase and preserve affordability of the Evergreen Ridge Apartments in Bellingham. This 143-unit complex currently provides affordable housing for households earning 60% AMI or less but will default to market rate rents unless acquired by an affordable housing organization. Mercy Housing is requesting $2.6 million from each Whatcom County and $4.3 million from the City of Bellingham to purchase the complex and keep those units from losing affordability.

Kulshan Community Land Trust seeks $1.25 million to purchase 8 acres in the City of Ferndale. The land has potential for more than 80 permanently affordable homes marketed as workforce housing and available to families earning 30-80% AMI. Development plans include homeownership opportunities.

The total of these purchases exceeds the current budget authority and a request for an additional $2.2 million of ARPA funds will be introduced at Council on 6/7/22. (A portion of the Evergreen Ridge purchase will also use 1590 development funds.) The Whatcom County Housing Advisory Committee supported the use of ARPA funds for both these projects at their April meeting, and the County Executive would like to write a letter of support to meet timelines necessary for the success of the projects.

Please call Ann Beck, HS Manager at 6055 if there are any questions. Thank you.

509 GIRARD STREET
BELLINGHAM, WA 98225-4005
360.778.6000 | FAX
360.778.6001
WHATCOMCOUNTYHEALTH

Whatcom County HEALTH Department

1500 NORTH STATE STREET
BELLINGHAM, WA 98225-4551
360.778.6100 | FAX 360.778.6101
WWW.WHATCOMCOUNTY.US/HEALTH

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-260

File ID:	AB2022-260	**Version:**	1	**Status:**	Introduced
File Created:	04/22/2022	**Entered by:**	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	**File Type:**	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the Sudden Valley Stormwater Improvements Fund, request no. 1

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests appropriation of $360,000 to fund increased costs of construction for a total project budget of $1,140,000.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/10/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Exhibit A, Supplemental Request, Notice of Action Proposed on 5.10.2022.pdf

PROPOSED BY: Public Works
INTRODUCTION DATE: 05/10/22

ORDINANCE NO. _____

ORDINANCE AMENDING THE SUDDEN VALLEY STORMWATER IMPROVEMENTS PROJECT FUND, REQUEST NO. 1

WHEREAS, Ordinance 2016-054 established the project budget for Sudden Valley Stormwater Improvements, and

WHEREAS, this project is listed as item number 1 on the 2022-2027 Six-Year Water Resources Improvement Program for the Lake Whatcom watershed, and

WHEREAS, this project will improve water quality in Lake Whatcom through construction of conveyance and stormwater treatment facilities specifically designed to remove phosphorus in urban runoff draining to Lake Whatcom, and

WHEREAS, the original budget of $780,000 was requested in 2016 for the development of a project in Sudden Valley, and

WHEREAS, the project initiated has a total project cost that exceeds the original budget contemplated seven years ago, and

WHEREAS, these additional expenses in the amount of $360,000 will be funded from Real Estate Excise Tax II funds,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance No. 2016-054 is hereby amended to add $360,000 of expenditure authority, as described in Exhibit A, to the current project budget of $780,000, for a total amended project budget of $1,140,000.

ADOPTED this _____ day of _____, 2022.

	WHATCOM COUNTY COUNCIL WHATCOM COUNTY, WASHINGTON
ATTEST:	
_____	_____
Dana Brown-Davis, Clerk of the Council	Todd Donovan, Chair of the Council
	WHATCOM COUNTY EXECUTIVE WHATCOM COUNTY, WASHINGTON
APPROVED AS TO FORM:	
Approved by email/C Quinn/M Caldwell	_____
Christopher Quinn Senior Deputy Prosecuting Attorney – Civil Division	Satpal Sidhu, County Executive ( ) Approved ( ) Denied Date Signed:_____

EXHIBIT A

Sudden Valley (Marigold Lane) Stormwater Improvements - Fund 371				
Expenditures				
Account	**Description**	**2017 Approved Project Budget**	**Amendment #1 to Ordinance**	**Total Amended Project Budget**
6110	Salary & Wages	$ 63,953	$ 109,151	$ 173,104
6290	Applied Benefits	$ 46,047	$ 46,779	$ 92,826
6630	Professional Services	$ -	$ 139,070	$ 139,070
6699	Other Services Interfund	$ -	$ 21,000	$ 21,000
7380	Other Improvements	$ 670,000	$ 44,000	$ 714,000
	TOTALS	**$ 780,000**	**$ 360,000**	**$ 1,140,000**
Revenues				
Account	**Description**	**2017 Approved Project Budget**	**Amendment #1 to Ordinance**	**Total Amended Project Budget**
8301.324	Operating Transfer In - REET II	$ 780,000	$ 360,000	$ 1,140,000

Supplemental Budget Request

Status: Pending

Public Works | **Stormwater**

Supp'l ID # 3652 | **Fund** | **Cost Center** 371100 | **Originator:** Holly Faulstich

Expenditure Type: One-Time | **Year** 2 | **2022** | **Add'l FTE** ☐ | **Add'l Space** ☐ | **Priority** 1

Name of Request: Amendment to Sudden Valley Stormwater Imp PBB

X

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

Costs:

Object	*Object Description*	*Amount Requested*
6110	Regular Salaries & Wages	$109,151
6290	Applied Benefits	$46,779
6630	Professional Services	$139,070
6699	Other Services-Interfund	$21,000
7380	Other Improvements	$44,000
8301.324	Operating Transfer In	($360,000)
Request Total		***$0***

1a. Description of request:

This is a water quality improvement project that will design and construct conveyance and stormwater treatment facilities specifically designed to remove phosphorus in urban runoff draining to Lake Whatcom. This project will address a failing channel by replacing deteriorating metal conveyance pipes with new lines to a new stormwater treatment facility.

This supplemental budget request will add expenditure authority of $360,000 to the existing project-based budget for a new total expenditure authority of $1,140,000. The original budget of $780,000 was requested in 2016 for the development of a project in Sudden Valley, but actual project cost exceed the original budget contemplated seven years ago. Specifically, $139,000 of professional services was not included in the original request and additional County resources are needed to get a project of this complexity to construction.

1b. Primary customers:

The primary customers of this project are the citizens of Whatcom County, residents of the City of Bellingham, and anyone who benefits from recreational use of Lake Whatcom.

2. Problem to be solved:

As originally budgeted, the project was assuming normal cost increases and didn't not account for a multitude of impacts to the economy. These impacts affect the county's ability to complete this project under the original budget. This supplement will mitigate these impacts by providing an accurate budget to complete this high priority project.

3a. Options / Advantages:

No other options are available with no budget authority. This option is the best option because it adds sufficient budget authority to complete the project.

3b. Cost savings:

The cost savings are found in having sufficient budget capacity to make contract decisions quickly, without incurring construction delays, which can be very costly.

4a. Outcomes:

Complete all planned construction scope, and have budget capacity for unforeseen contract issues.The construction of the bioretention facilities, the installation of the stormwater filter vaults and the channel

stabilization work will be completed by the end of the 2022 Lake Whatcom work window.

4b. Measures:

The construction and installation of the stormwater facilities will indicate that the project outcomes have been met. In addition, the monitoring will assist the Stormwater division in quantifying in-field phosphorus reduction and provide information for the continuing improvement of water quality design work in the Lake Whatcom watershed.

5a. Other Departments/Agencies:

This project installs stormwater facilities that will require future maintenance. Maintenance staff will be responsible for replacing filter cartridges and regular inspections of the bioretention facilities.

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

Jordan Lofdahl, Public Works Maintenance and Operations NPDES Crew Lead, is responsible for any facility maintenance required.

6. Funding Source:

This project will be funded from REET II.

Supplemental Budget Request

Status: Pending

Public Works **Stormwater**

Supp'l ID # 3653 **Fund** **Cost Center** 371100 **Originator:** Holly Faulstich

Expenditure Type: One-Time **Year** 1 **2021** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: REET funding for Sudden Valley Stormwater Project

X

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

Costs:	Object	Object Description	Amount Requested
	8351.123	Operating Transfer Out	$360,000
	Request Total		***$360,000***

1a. Description of request:

This is a companion supplemental budget request to SBR# 3652 titled, "Amendment to Sudden Valley Stormwater Imp PBB" in order to transfer REET II funding into the existing project-based budget cost center 371100.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

May 10

McClatchy

Beaufort Gazette | Belleville News-Democrat | Bellingham Herald | Bradenton Herald | Centre Daily Times | Charlotte Observer | Columbus Ledger-Enquirer | Fresno Bee | The Herald - Rock Hill | Herald Sun - Durham | Idaho Statesman | Island Packet | Kansas City Star | Lexington Herald-Leader | Merced Sun-Star | Miami Herald | el Nuevo Herald - Miami | Modesto Bee | Raleigh News & Observer | The Olympian | Sacramento Bee | Fort Worth Star-Telegram | The State - Columbia | Sun Herald - Biloxi | Sun News - Myrtle Beach | The News Tribune Tacoma | The Telegraph - Macon | San Luis Obispo Tribune | Tri-City Herald | Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
25579	261403	Print Legal Ad - IPL0072854	94623	$382.14	3	65 L

Attention: Krisiti Felbinger
WHATCOM CO COUNCIL
311 GRAND AVE STE 105
BELLINGHAM, WA 982254038

AB2022-260
AB2022-274
AB2022-275
AB2022-280

PUBLIC HEARING NOTICE

The Whatcom County Council will hold a public hearing, consider adopting, and may amend the following at its 6 p.m. meeting on May 24, 2022, or at a later date: **RESOLUTION AMENDING RESOLUTION NO. 2021-056, MAKING ADDITIONAL AMENDMENTS TO THE 2020 SHORELINE MANAGEMENT PROGRAM PERIODIC UPDATE DOCUMENTS TO BE CONSIDERED BY THE DEPARTMENT OF ECOLOGY IN THEIR FINAL REVIEW AND APPROVAL (AB2022-261)** This resolution amends Resolution No. 2021-056, making additional amendments to the 2020 Shoreline Management Program Periodic Update documents, including Exhibit D (WCC Title 23, Shoreline Management Program), Exhibit E (WCC Title 22, Land Use & Development), and Exhibit F (WCC Chapter 16.16, Critical Areas). Resolution introduced May 10, 2022. **RESOLUTION DECLARING WHATCOM COUNTY REAL PROPERTY SURPLUS (AB2022-282)** This resolution declares as surplus the County property located at 1000 and 1010 Forest Street, tax parcel numbers 380311475570000 and 3803311525130000; and further described by its abbreviated legal description as: 1000 North Forest is: New Whatcom Lots 7-8, Blk 80, S31, T38N, R3E and the abbreviated legal description of the surplus property known as 1010 North Forest is: New Whatcom Lot 6, Blk 80, S31, T38N, R3E. Resolution introduced May 10, 2022. **RESOLUTION AUTHORIZING THE TRANSFER OF WHATCOM COUNTY SURPLUS PROPERTY (AB2022-283)** This resolution authorizes the transfer of the surplus real property known as 1000 and 1010 Forest Street, Bellingham, WA, tax parcel numbers 380311475570000 and 3803311525130000 to Opportunity Council, a non-profit agency, pursuant to the provisions and requirements of Whatcom County Code, Chapter 1.10. Resolution introduced May 10, 2022.

ACTION PROPOSED (INTRODUCED)

The Whatcom County Council will consider adopting and may amend the following at its 6 p.m. meeting on May 24, 2022, or at a later date: **ORDINANCE AMENDING THE PROJECT BUDGET FOR THE SUDDEN VALLEY STORMWATER IMPROVEMENTS FUND, REQUEST NO. 1 (AB2022-260)** This ordinance appropriates $360,000 to fund increased costs of construction for a total project budget of $1,140,000. Ordinance introduced May 10, 2022. **ORDINANCE AMENDING THE PROJECT BASED BUDGET FOR THE 2010 JAIL IMPROVEMENTS FUND, REQUEST NO. 5 (AB2022-274)** This ordinance appropriates an additional $250,000, to provide adequate funding for the Public Safety Building elevator replacement project, for a total project budget of $9,544,700. Ordinance introduced May 10, 2022. **ORDINANCE AMENDING THE 2022 WHATCOM COUNTY BUDGET, REQUEST NO. 8, IN THE AMOUNT OF $11,498,022 (AB2022-275)** This ordinance amends the 2022 Whatcom County Budget as follows: From the General Fund: appropriate $50,000 in Council to increase funding for public communications consulting for the Incarceration Prevention and Reduction Task Force; appropriate $250,000 in Non Departmental to fund transfer in support of Public Safety Building elevator replacement project. From the Road Fund, appropriate $186,750 to fund transfer to Ferry System Fund in support of Lummi Island Terminal dolphin repair. From the Whatcom County Jail Fund, appropriate $228,831 to fund expansion of Medication for Opioid Use Disorder program from grant proceeds. From the Low Income Housing Projects Fund, appropriate $122,650 to fund housing facility improvements at Sun House. From the Homeless Housing Fund, appropriate $556,000 to fund increased housing support services from Consolidated Homeless Grant increase. From the Behavioral Health Program Fund, appropriate $1,060,729 to fund eight additional positions and equipment in support of Law Enforcement Assisted Diversion program expansion and the addition of an Alternative Response Team from grant proceeds. From the Countywide emergency Medical Services Fund: appropriate $5,000,000 to fund Basic Life Support subsidies to all fire departments and fire districts; appropriate $1,400,000 to fund acquisition of PowerLoad gurney lift systems. From the Solid Waste Fund, appropriate $328,400 to fund increase in Moderate Risk Waste programs, partially funded by grant proceeds. From the Emergency Management Fund, appropriate $9,662 to fund aerial pictometry in support of natural hazard mitigation planning from grant proceeds. From the Conservation Futures Fund, appropriate $1,500,000 to fund purchase of conservation easement for Stewart Mountain Community Forest property - Phase I. From the Real Estate Excise Tax II Fund, appropriate $360,000 to fund transfer in support of additional funding for the Sudden Valley (Marigold) Stormwater Project. From the Ferry System Fund, appropriate $415,000 to fund dolphin repair at the Lummi Island Terminal, partially funded by Road Fund transfer. From the Administrative Services Fund, appropriate $30,000 in Information Technology to fund increased costs of EnerGov permit system maintenance from technology fees. Ordinance introduced May 10, 2022. **ORDINANCE AMENDING WHATCOM COUNTY CODE SECTION 3.08.095 (SMALL WORKS ROSTER CONTRACT AWARD PROCESS) TO UPDATE REQUIREMENTS FOR BIDS AND PROPOSALS (AB2022-280)** This ordinance amends Whatcom County Code Section 3.08.095 to establish procedures for acquiring services from non-profit organizations that reimburse their costs of providing services without requiring request for proposals. Ordinance introduced May 10, 2022.

Public documents are available for review weekdays from 8:30 a.m. to 4:30 p.m. in the Council Office, 311 Grand Avenue, Suite 105, Bellingham, and at www.whatcomcounty.us/council. View meeting schedules, agendas, minutes, videos, documents and archives at whatcom.legistar.com. The Council is currently holding hybrid meetings, which can be attended either in person or remotely. Full Council meetings begin at 6 p.m. (unless otherwise announced) in the Council Chambers at 311 Grand Avenue. Instructions for remote participation can be found at www.whatcomcounty.us/joinvirtualcouncil or by contacting the Council Office at 360-778-5010. The Council Chambers is handicapped accessible. People with special needs who will be attending Council meetings are asked to contact the Council Office (360-778-5010) at least 96 hours in advance.

Publish May 15, 2022
IPL0072854
May 15 2022

Stephanie Hatcher, being duly sworn, deposes and says: That he/she is the Principal Clerk of The Bellingham Herald, a daily newspaper printed and published in Bellingham, Whatcom County, State of Washington, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of six months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The Bellingham Herald, as amended, for:

No. of Insertions: 1
Beginning Issue of: 05/15/2022
Ending Issue of: 05/15/2022

Stephanie Hatcher
(Principal Clerk)

Subscribed and sworn on this 16th day of May in the year of 2022 before me, a Notary Public, personally appeared before me Stephanie Hatcher known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.

Stefani Beard
Notary Public in and for the state of Texas, residing in Dallas County

STEFANI SCOTT BEARD
My Notary ID # 131768951
Expires October 23, 2022

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-274

File ID:	AB2022-274	**Version:**	1	**Status:**	Introduced
File Created:	04/27/2022	**Entered by:**	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	**File Type:**	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project based budget for the 2010 Jail Improvements Fund, request no. 5

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests appropriation of an additional $250,000, to provide adequate funding for the Public Safety Building elevator replacement project, for a total project budget of $9,544,700.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/10/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Supplemental budget request

PROPOSED BY: Executive
INTRODUCTION DATE: 05/10/22

ORDINANCE NO. _____

ORDINANCE AMENDING THE PROJECT BASED BUDGET FOR THE 2010 JAIL IMPROVEMENT FUND, REQUEST NO. 5

WHEREAS, Ordinance 2011-031 established the project budget for jail improvements, including the Design2Last contract for building assessment studies, cost estimates and oversight of various projects, and

WHEREAS, since 2011 major projects have been accomplished in the Public Safety Building and Work Center including replacements of jail controls, fire alarms, detention doors and hardware; as well as many miscellaneous smaller projects as needed, and

WHEREAS, the Public Safety Building elevators are in dire need of replacement, and

WHEREAS, additional funding is needed to fully fund this project, and

WHEREAS, funding is available from the General Fund to support this life-safety endeavor,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2011-031 is hereby amended by adding $250,000 of expenditure authority, as described in Exhibit A, to the current amended project budget of $9,294,700, for a total amended project budget of $9,544,700.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Council Clerk

_____
Todd Donovan, Chair of the Council

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Approved by email/K Frakes/M Caldwell
Civil Deputy Prosecutor

_____
Satpal Sidhu, County Executive

Date:_____

EXHIBIT A

JAIL IMPROVEMENT FUND - FUND 337

Account	Description	Current Amended Project Budget	Amendment #5 to Ord. 2011-031	Total Amended Project Budget
	Expenditures			
6110-6269	Wages & Benefits	$349,614	$10,000	$359,614
6320	Supplies	$2,500	$0	$2,500
6630	Professional Services	$661,000	$0	$661,000
7060	Repairs & Maintenance	$1,127,000	$240,000	$1,367,000
7350	Buildings & Structures	$4,036,886	$0	$4,036,886
7380	Other Improvements	$3,117,700	$0	$3,117,700
		$9,294,700	**$250,000**	**$9,544,700**
	Revenues			
8210	Build America Bonds (Not Budgeted)	$3,012,840	$0	$3,012,840
8301.326	Operating Transfer In - REET 1	$104,860	$0	$104,860
8301.345	Operating Transfer In - New Jail Fund	$927,000	$0	$927,000
8301	Operating Transfer In - Gen Fund	$5,250,000	$250,000	$5,500,000
		$9,294,700	**$250,000**	**$9,544,700**

Supplemental Budget Request

Status: Pending

Administrative Services | **Facilities Management**

Supp'l ID # 3657 | **Fund** 337 | **Cost Center** 337100 | **Originator:** Rob Ney

Expenditure Type: One-Time | **Year** 2 | **2022** | **Add'l FTE** ☐ | **Add'l Space** ☐ | **Priority** 1

Name of Request: Public Safety Building Elevator Replacement Proj

X 4/25/22

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

Costs:

Object	*Object Description*	*Amount Requested*
6190	Direct Billing Rate	$10,000
7060	Repairs & Maintenance	$240,000
8301	Operating Transfer In	($250,000)
Request Total		***$0***

1a. Description of request:

The Public Safety Building was built in 1981. The elevators in the building are original to the building. Recently the elevators have become inconsistent and unreliable.

There are three total elevators in the facility: two elevators that serve the jail population and Jail operations, and one elevator that is for visitors. The operations elevators are the ones that have become problematic.

Under current L&I conveyance regulations, we must replace all three elevator cabs if the machinery is located within the same Elevator mechanical room. All three share a common elevator machine room. Further, if we replace the elevators we have to make some improvements that bring the conveyance system into compliance with current regulations (fire suppression, ventilation, among others).

Facilities Management requested a quote from our current State Contract Elevator service provider to replace the elevators. The total budget for this repair is listed below:

Eltec (Elevator Contractor) $592,701.60
Washington State Sales tax $52,200 rounded
Facilities Coordination and Assistance man hours (100) $10,000

Sub total $655,000
Contingency (10%) $65,000

Total Budget:$720,500
Supplemental Requests #3626, #3628 & #3629 (abt $17,000)
Open Eltec PO $4206.41
The existing Jail Improvement Project Based Budget Authority $494,649
Shortfall $247,057
The total Additional Funding Needed is $250,000 Rounded

1b. Primary customers:

The elevators are used by Whatcom County Staff, health care services serving the jail, inmates, attorneys and visitors.

2. Problem to be solved:

When the elevators go down, it is a substantial impact to the Sheriff and his ability to operate the jail

effectively and safely.

3a. Options / Advantages:

There are two options: 1) make the repair, 2) delay the repair and possibly have catastrophic failure.

Improvements have been delayed assuming a replacement jail would be forthcoming. As this measure has failed twice, there are limited choices but making improvements.

The liability of non functional elevators in this facility forces this decision.

3b. Cost savings:

Staff worked with Eltec to specify a entry level replacement elevator package that was as economical as could be provided and fully function.

4a. Outcomes:

The project should be delivered in 2022.
Once the project is complete and the community is being served.

4b. Measures:

When the project is complete and within the specified budget.

5a. Other Departments/Agencies:

NA

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

Rob Ney, Project & Operations Manager

6. Funding Source:

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-275

File ID:	AB2022-275	**Version:**	1	**Status:**	Introduced
File Created:	04/27/2022	**Entered by:**	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	**File Type:**	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2022 Whatcom County Budget, request no. 8, in the amount of $11,498,022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #8 requests funding from the General Fund:

1. To appropriate $50,000 in Council to increase funding for public communications consulting for the Incarceration Prevention and Reduction Task Force.
2. To appropriate $250,000 in Non Departmental to fund transfer in support of Public Safety Building elevator replacement project.

From the Road Fund:

3. To appropriate $186,750 to fund transfer to Ferry System Fund in support of Lummi Island Terminal dolphin repair.

From the Whatcom County Jail Fund:

4. To appropriate $228,831 to fund expansion of Medication for Opioid Use Disorder program from grant proceeds.

From the Low Income Housing Projects Fund:

5. To appropriate $122,650 to fund housing facility improvements at Sun House.

From the Homeless Housing Fund:

6. To appropriate $556,000 to fund increased housing support services from Consolidated Homeless Grant increase.

From the Behavioral Health Program Fund:

7. To appropriate $1,060,729 to fund eight additional positions and equipment in support of Law

Enforcement Assisted Diversion program expansion and the addition of an Alternative Response Team from grant proceeds.

From the Countywide Emergency Medical Services Fund:

8. To appropriate $5,000,000 to fund Basic Life Support subsidies to all fire departments and fire districts.
9. To appropriate $1,400,000 to fund acquisition of PowerLoad gurney lift systems.

From the Solid Waste Fund:

10. To appropriate $328,400 to fund increase in Moderate Risk Waste programs, partially funded by grant proceeds.

From the Emergency Management Fund:

11. To appropriate $9,662 to fund aerial pictometry in support of natural hazard mitigation planning from grant proceeds.

From the Conservation Futures Fund:

12. To appropriate $1,500,000 to fund purchase of conservation easement for Stewart Mountain Community Forest property - Phase I.

From the Real Estate Excise Tax II Fund:

13. To appropriate $360,000 to fund transfer in support of additional funding for the Sudden Valley (Marigold) Stormwater Project.

From the Ferry System Fund:

14. To appropriate $415,000 to fund dolphin repair at the Lummi Island Terminal, partially funded by Road Fund transfer.

From the Administrative Services Fund:

15. To appropriate $30,000 in Information Technology to fund increased costs of EnerGov permit system maintenance from technology fees.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/10/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Budget Summary, Supplemental Requests, EMS Supporting Documentation

PROPOSED BY: Executive
INTRODUCTION DATE: 05/10/22

ORDINANCE NO.
AMENDMENT NO. 8 OF THE 2022 BUDGET

WHEREAS, the 2021-2022 budget was adopted November 24, 2020; and,

WHEREAS, changing circumstances require modifications to the approved 2021-2022 budget; and,

WHEREAS, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2021-2022 Whatcom County Budget Ordinance #2020-068 is hereby amended by adding the following additional amounts to the 2022 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Council	50,000	-	50,000
Non Departmental	250,000	-	250,000
Total General Fund	**300,000**	**-**	**300,000**
Road Fund	**186,750**	**-**	**186,750**
Whatcom County Jail Fund	**228,831**	**(228,831)**	**-**
Low Income Housing Projects Fund	**122,650**	**-**	**122,650**
Homeless Housing Fund	**556,000**	**(556,000)**	**-**
Behavioral Health Program Fund	**1,060,729**	**(1,092,324)**	**(31,595)**
Countywide Emergency Medical Services Fund	**6,400,000**	**-**	**6,400,000**
Solid Waste Fund	**328,400**	**(176,281)**	**152,119**
Emergency Management Fund	**9,662**	**(9,662)**	**-**
Conservation Futures Fund	**1,500,000**	**-**	**1,500,000**
Real Estate Excise Tax II Fund	**360,000**	**-**	**360,000**
Ferry System Fund	**415,000**	**(186,750)**	**228,250**
Administrative Services Fund	**30,000**	**(30,000)**	**-**
Total Supplemental	**11,498,022**	**(2,279,848)**	**9,218,174**

BE IT FURTHER ORDAINED by the Whatcom County Council that Exhibit C – Position Control Changes in the 2021 – 2022 Budget Ordinance should also be amended to provide for the following FTE changes:

- Alternative Response Team Supervisor position in Health
- 2 Public Health Nurse positions in Health
- 5 Behavioral Health Specialists

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Council Clerk

_____
Todd Donovan, Chair of Council

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Approved by email/K Frakes/M Caldwell
Civil Deputy Prosecutor

_____
Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2022 Supplemental Budget Ordinance No. 8				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Council	To increase funding for public communications consulting for the Incarceration Prevention and Reduction Task Force.	50,000	-	50,000
Non Departmental	To fund transfer in support of Public Safety Building elevator replacement project.	250,000	-	250,000
Total General Fund		**300,000**	**-**	**300,000**
Road Fund	To fund transfer to Ferry System Fund in support of Lummi Island Terminal dolphin repair.	**186,750**	**-**	**186,750**
Whatcom County Jail Fund	To fund expansion of Medication for Opioid Use Disorder program from grant proceeds.	**228,831**	**(228,831)**	**-**
Low Income Housing Projects Fund	To fund housing facility improvements at Sun House.	**122,650**	**-**	**122,650**
Homeless Housing Fund	To fund increased housing support services from Consolidated Homeless Grant increase.	**556,000**	**(556,000)**	**-**
Behavioral Health Program Fund				
Health	To fund eight additional positions in support of Law Enforcement Assisted Diversion program expansion and the addition of an Alternative Response Team. (This is a labor pool request which adds budget for the positions and charges them back out to the programs funded below.)	-	-	-
Health	To fund Alternative Response Team services and equipment from SB 5693 Proviso grant.	499,413	(499,413)	-
Health	To fund Alternative Response Team services from City of Bellingham grant.	136,322	(167,917)	(31,595)
Health	To fund Law Enforcement Assisted Diversion program expansion from grant proceeds.	424,994	(424,994)	-
Total Behavioral Health Program Fund		**1,060,729**	**(1,092,324)**	**(31,595)**
Countywide Emergency Medical Services Fund				
Non Departmental	To fund Basic Life Support subsidies to all fire departments and fire districts.	5,000,000	-	5,000,000
Non Departmental	To fund acquisition of PowerLoad gurney lift systems.	1,400,000	-	1,400,000
Total Countywide Emergency Medical Services Fund		**6,400,000**	**-**	**6,400,000**
Solid Waste Fund	To fund increase in Moderate Risk Waste programs, partially funded by grant proceeds.	**328,400**	**(176,281)**	**152,119**
Emergency Management Fund	To fund aerial pictometry in support of natural hazard mitigation planning from grant proceeds.	**9,662**	**(9,662)**	**-**
Conservation Futures Fund	To fund purchase of conservation easement for Stewart Mountain Community Forest property - Phase I.	**1,500,000**	**-**	**1,500,000**
Real Estate Excise Tax II Fund	To fund transfer in support of additional funding for the Sudden Valley (Marigold) Stormwater Project.	**360,000**	**-**	**360,000**
Ferry System Fund	To fund dolphin repair at the Lummi Island Terminal, partially funded by Road Fund transfer.	**415,000**	**(186,750)**	**228,250**
Administrative Services Fund - Information Technology	To fund increased costs of EnerGov permit system maintenance from technology fees.	**30,000**	**(30,000)**	**-**
Total Supplemental		**11,498,022**	**(2,279,848)**	**9,218,174**

Supplemental Budget Request

Status: Pending

Council

Supp'l ID # 3656 **Fund** 1 **Cost Center** 1150 **Originator:** Cathy Halka

Expenditure Type: One-Time **Year** 2 **2022** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Public Communications Consultant for IPRTF

X 4-20-2022

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

Costs:

Object	*Object Description*	*Amount Requested*
6610	Contractual Services	$50,000
Request Total		***$50,000***

1a. Description of request:

The Task Force will engage a communications team to assist with improving Incarceration Prevention and Reduction Task Force (IPRTF) public communications efforts. The main tasks for the consultant team are: 1. Develop a specific communications campaign for Task Force initiatives, projects, key focus areas, activities or messages. 2. Develop a communications framework for future achievements and initiatives that can be implemented by the Task Force, its Steering Committee, and staff. The Council approved a placeholder amount of $50,000 in the 2022 budget for this project. The County published a request for proposals (RFP) in March, and received one response.

1b. Primary customers:

In addition to the general public in Whatcom County, the contractor will be tasked with identifying all potential target audience groups that will have an interest in and may benefit from the work of the Task Force, such as policy-makers, Tribes, BIPOC community, low-income communities, individuals with lived experience in the criminal justice system, service providers, partner agencies, business owners and employees, local media, community influencers, etc.

2. Problem to be solved:

The Task Force has achieved a number of major accomplishments in the community since it was formed. However, those efforts have largely gone unnoticed by county residents. As a result, there is often misunderstanding in the community about the effort from stakeholders to make improvements to the local criminal justice system at all levels, particularly at the intersection of this system with local and regional behavioral health services.

The diversity of county residents results in a myriad of sources from which community members get their information on local government efforts, with a varying degree of accuracy in that information. A robust public relations and communications effort will provide more transparency in the public process, create a more informed community, build trust with community members, and strengthen partnerships with other jurisdictions, agencies and community groups.

The Council and administration are actively working to create better community engagement across all county agencies and departments in response to County Council Resolution 2021-015, Resolution to Review and Enhance Opportunities for Public Participation in Whatcom County. The communications framework developed for the IPRTF could possibly be translated to work for other County groups, departments, and advisory committees.

3a. Options / Advantages:

Task Force Co-Chairs, Steering Committee members, and staff have maximized their public communication activities via traditional communication routes between the public and local government, including speaking engagements with local civic groups, posting extensive information on the County

website, developing an outreach roster for interested groups and individuals, and maintaining email lists for interested citizens.

Those efforts are not enough on their own to inform the community about the work of the IPRTF and engage their participation in the process. 1. Creating a campaign for select topics will get key messages to as many individuals as possible. 2. Creating a framework for future messaging campaigns will empower Task Force members and staff to continue engaging with the public on a meaningful level.

3b. Cost savings:

The one RFP respondent submitted a proposal with an estimated cost of $254,000. County staff have negotiated with the proposed consultant to reduce the scope of work and estimated cost to $87,000. This supplemental request includes an additional $13,000 outside of the consultant contract amount to provide some flexibility should additional items need to be added to the scope, including travel/materials costs.

4a. Outcomes:

Deliverables will be a communications plan that includes messaging priorities, development, and testing and a communications toolkit, templates, and training on implementing best practices for future communications efforts.

4b. Measures:

The initial goal-setting task will identify what success looks like and what they expect to achieve in the future months and years. The final communications and community engagement plan will be built around those goals and will include a component to evaluate measures for success.

5a. Other Departments/Agencies:

The deliverables will benefit other departments and stakeholders, but will not impose a burden on other departments, their budgets, or their staff.

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

The IPRTF and its Steering Committee will oversee the contractor/team. No other department or agency outside the County Council Office will be responsible for implementation.

6. Funding Source:

General fund

Supplemental Budget Request

Status: Pending

Non-Departmental

Supp'l ID # 3674 **Fund** 1 **Cost Center** 4530 **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: Transfer to support Jail elevator replacement

X

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

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	$250,000
	Request Total		***$250,000***

1a. Description of request:

Companion supplemental to Jail Improvement Fund supplemental #3657 to replace the elevators in the Public Safety building.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

General Fund

Supplemental Budget Request

Status: Pending

Public Works **Administration**

Supp'l ID # 3609 **Fund** 108 **Cost Center** 10895 **Originator:** Randy Rydel

Expenditure Type: One-Time **Year** 2 **2022** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: 2022 Dolphin repair companion

X 4/26/22

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

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	$186,750
	Request Total		***$186,750***

1a. Description of request:

Companion to Supplemental Request 3608 funds for a timber dolphin repair at the Lummi Island terminal.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Road Fund Balance

Supplemental Budget Request

Status: Pending

Jail

Suppl ID # 3620 **Fund** 118 **Cost Center** 118167 **Originator:** Wendy Jones

Expenditure Type: One-Time **Year** 2 **2022** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: ***MOUD Grant***

X 04/08/22

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

Costs:

Object	*Object Description*	*Amount Requested*
4334.0691	HCA - CJTA	($228,831)
6140	Overtime	$27,000
6210	Retirement	$33
6230	Social Security	$2,066
6259	Worker's Comp-Interfund	$81
6320	Office & Op Supplies	$7,000
6320.001	Office & Op Supplies	$67,380
6520	Software	$2,500
6635	Health Care Services	$3,600
6635.003	Visiting Nurse Personal	$119,171
Request Total		***$0***

1a. Description of request:

We have been awarded a Grant by the State HCA (Health Care Authority) to provide additional resources for the Jail's MOUD (Medication for Opioid Use Disorder). The current grant is for the period between March 1, 2022 to June 30, 2022 but is expected to be renewed in the new State fiscal year starting July 1, 2022. This supplemental will provide the budget authority to expend the grant funds and submit for reimbursement from the HCA.

1b. Primary customers:

Offenders receiving treatment for Opioid Use Disorder while they are in custody.

2. Problem to be solved:

A large and growing portion of the jail population is habitually using a variety of illegal Opioid based drugs in the community. When they are brought into custody, we are legally required to provide treatment for this addiction. Over the past 5-7 years, medications have been developed for the treatment of OUD (Opioid Use Disorder) that are more humane and, based on a growing body of research, more effective in the treatment of this disease.

The County had entered into a settlement agreement with the ACLU under the American's with Disabilities act that required the use of Opioid substitution medications for the treatment of OUD, This agreement, coupled with the evolving standards in the community for the treatment of this disease, has been the basis for the development and growth of this program in the Jail.. We are now treating approximately 75 people a day on this program.

The State HCA was tasked with overseeing a grant process for all jail's in Washington State. We were selected based, in large part to the work we have already done. The grant funding will be used to help cover costs of the MOUD medication, adding to the nursing hours for medication delivery and covering some overtime costs for staff to assist nursing in dispensing the medication. This is a reimbursable grant

that will run through FY 2022 and we will be eligible to apply for renewals for up to 5 additional years.

3a. Options / Advantages:

We could continue to carry all the costs for this program out of the Jail Sales Tax fund. However, this is very much a community issue and it seems reasonable that we utilized alternative funding resources when they become available.

3b. Cost savings:

The grant is for a total of $149,839 none of which is supplanting current expenses, but will be needed as the program continues to grown.

4a. Outcomes:

1) By June 30, 2022 the majority of the medication we anticipate needing for at least the balance of this year will be purchased and stored in a secure location, following all State and Federal regulations.

2) NWRC will hire an additional nurse to support the MOUD program by June 30, 2022.

3) By June 30, 2022 a Service Agreement will be in place with Bellingham Complete Treatment for the provision of Methadone services for the offenders who are currently on a Methadone program.

4) The number of offenders on the program will continue to increase as measured below.

4b. Measures:

Success will be measured by the number of offenders who are placed on the MOUD program while in custody, and are

1) Connected to a community provider upon release or
2) Discharged with medical transfer information to another facility with a MOUD program or
3) Withdrawn from the MOUD medication in anticipation of transfer to a facility without a MOUD program. The withdrawal protocol will provide a safe and humane transition from being on the medication and will mitigate and control any withdrawal symptoms.

The number of offenders who are started on the program and maintained on it while in custody are tracked and included as part of the Quarterly Medical Meeting.

5a. Other Departments/Agencies:

It will impact the NWRC (Northwest Regional Council), the entity which provides Nursing and Medical Assistant resources. They will be expanding their cadre of medical professionals by 1, and will post the position once the County has completed our processes.

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

The Program Manager is Kristine Glasgow and Amanda McDade, Executive Director of NWRC.

6. Funding Source:

This is a reimbursement grant under contract # K5893 through the Washington State Health Care Authority. The funds will be reimbursed to the Jail Fund.

Supplemental Budget Request

Health | **Human Services**

Supp'l ID # 3670 **Fund** 121 **Cost Center** 121100 **Originator:** Ann Beck

Expenditure Type: One-Time **Year** 2 **2022** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Housing Facility Improvements

X Erika Lautenbach 4/25/22

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

Costs:	Object	Object Description	Amount Requested
	6190	Direct Billing Rate	$4,200
	7350	Buildings & Structures	$118,450
	Request Total		***$122,650***

1a. Description of request:

The Health Department is requesting an increase in spending authority to be used for facility improvements in a county owned building. The building is utilized by Sun House, a community organization which operates emergency housing for homeless individuals who are diagnosed with mental illness.

Facility improvements will replace current failing HVAC, heating and cooling systems. These funds will cover the expense of purchasing equipment, installation and the electrical work necessary for the installation.

1b. Primary customers:

Staff and residents of Sun House are the primary customers. Sun House serves approximately 30 residents each year and has a staff of 7. A secondary benefit will be realized for Whatcom County as a result of the facility improvement because Whatcom County owns the property and will see increased value in that particular capital asset.

2. Problem to be solved:

Updating the heating and cooling system within Sun House will improve living conditions and bring this county facility into alignment with more modern climate supports. This will mean some of the most medically vulnerable residents will not be at risk of health issues as temperatures fluctuate. A modern and efficient heating system will also reduce maintenance and operation costs.

3a. Options / Advantages:

The improvements to the heating and cooling system is being partially funded through other grant sources, but there is still a need for support from the county to fund some of the significant work. County funding such as REET and EDI are not allowable for this project. These funds are flexible enough to allow for this improvement and the one-time cost of the building upgrade is less than the surplus revenue brought into the fund by unusually favorable market conditions in 2020 and 2021.

3b. Cost savings:

Updating the heating and cooling system will improve energy efficiency and in turn reduce the utility amount being paid each month for an outdated system. It will also mean no more ongoing repairs to patch the failing radiator system. The specific amount of cost savings will depend in part on fluctuating costs of energy and weather-impacted need for heating, as well as unforeseen costs of repair and maintenance of the current system.

4a. Outcomes:

The updated heating/cooling system will be in installed during the summer of 2022.

4b. Measures:

The system will have been successfully installed and the system upgrades will have been finished, and the system will operate effectively.

5a. Other Departments/Agencies:

Facilities will be overseeing the contracted work being done at Sun House.

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

Facilities will be overseeing the work being done. Eric Eames is helping to manage the project with additional oversight by Rob Ney.

6. Funding Source:

Document Recording Fees from the Homeless Housing fund #121. The fund balance at the end of 2021 was $496,213, which is significantly higher than it was just two years ago ($244,782 on 12/31/19).

Supplemental Budget Request

Health | **Human Services**

Supp'l ID # 3671 **Fund** 122 **Cost Center** 122300 **Originator:** Ann Beck

Expenditure Type: One-Time **Year** 2 **2022** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Commerce Housing Grant Increase

X Erika Lautenbach 4/25/22

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

Costs:

Object	*Object Description*	*Amount Requested*
4334.0427	Homeless Grant Asst Program	($556,000)
6610	Contractual Services	$538,000
8351	Operating Transfer Out	$18,000
Request Total		***$0***

1a. Description of request:

The Health Department is requesting spending authority of dedicated grant funds for housing support services. The Washington State Department of Commerce's Consolidated Homeless Grant (CHG) increased funding for Whatcom County from $1.25 million to $2.7 million over a two-year period. The additional grant funding would fill the funding gap anticipated when the Commerce Department Emergency Solutions Grant-COVID ends in September 2022.

Specifically, funding will provide $450,000 for motel stays for families with children who are experiencing homelessness. It will also provide $88,000 for support services for people experiencing homelessness, at-risk of homelessness, or recently homeless and need continued support to remain stable in their current housing.

1b. Primary customers:

Whatcom County residents who are homeless, at risk of becoming homeless, or who have recently exited from homelessness.

2. Problem to be solved:

Homelessness continues to be an urgent issue in Whatcom County, the West Coast, and much of the United States. The need for financial and supportive services is increasing due to an affordability and availability crisis of housing units as well as occupational and other stresses brought about as a result of the COVID-19 pandemic. Along with the need for services, the cost of service provision is also increasing as is seen rental costs for short-term motel placements and labor costs during a challenging labor market. Although early indicators suggest that homeless services achieved a modest decline in the number of individuals experiencing homelessness in Whatcom County, that number remains above 800 and faces mounting headwinds resulting from unfavorable market conditions.

3a. Options / Advantages:

The housing program of the Health Department created the Strategic Plan to End Homelessness in Whatcom County that describes solutions along a continuum and uses several sources of funding including local, state, and federally-derived funds to support program implementation. All of these funds are important and create a range of interventions that can better meet the unique needs of specific households that are eligible for services. The housing program uses a dynamic approach to funding so that programs can adapt to changing revenue streams and evolving needs in our community.

3b. Cost savings:

Using these state grant funds will reduce the need for locally-derived funds and allow the county health department to expand and strengthen housing programs implemented by partner agencies without

interruption following the discontinuation of temporary COVID-related funds. Cost savings will be realized in decreased need for other social safety-net programs, which have been shown to require less utilization for individuals who are housed than for individuals who are unsheltered.

4a. Outcomes:

These funds will end homelessness for many Whatcom County individuals and families by providing both financial supports and social supports to create housing stability on a household-by-household basis. Investments in housing solutions for people experiencing homelessness have been shown to provide cost savings to tangential systems, such as publicly-funded medical care and legal services.
Expected outcomes include increased investment in evidence-based best practices including rapid rehousing, permanent supportive housing, emergency shelter, and a central point of entry to access to services.

4b. Measures:

These funds will provide short term motel-based emergency shelter for 40-50 families with children that are experiencing homelessness and waiting for placement in a permanent rapid rehousing project. It will provide case management services for those families to help them set goals, problem solve, and, in a majority of cases, achieve stability in new housing units. It will also sure up system supports, such as facility-based emergency shelter and case management services for single adults. Quarterly reports will be provided to the health department to monitor progress, and monthly invoicing will detail fund use.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

These funds are part of the Consolidated Homeless Grant provided by the Washington State Department of Commerce.

Supplemental Budget Request

Status: Pending

Health **Human Services**

Supp'l ID # 3663 **Fund** 124 **Cost Center** 124000 **Originator:** Malora Christensen

Year 2 **2022** **Add'l FTE** ☑ **Priority** 1

Name of Request: 2022 Behavioral Health Labor Pool adj

X

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

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	$298,792
	6195	Direct Billing Offset	($436,128)
	6210	Retirement	$31,526
	6230	Social Security	$22,858
	6245	Medical Insurance	$71,625
	6255	Other H&W Benefits	$7,844
	6259	Worker's Comp-Interfund	$2,808
	6269	Unemployment-Interfund	$675
	Request Total		***$0***

1a. Description of request:

Companion supplemental to Suppl IDs #3665- COB Grant for Alternative Response Team Services, #3669- Law Enforcement Assisted Diversion (LEAD) Expansion and #3664- Grant for Alternative Response Team (ART) Services, which creates the payroll infrastructure in labor pool cost center 124000 to add 8 new positions: One ART Supervisor, two Public Health Nurses, and five Behavioral Health Specialists. Payroll costs incurred are reflected in the individual supplemental budgets.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Supplemental Budget Request

Health — **Human Services**

Supp'l ID # 3664 **Fund** 1 **Cost Center** 124135 **Originator:** Malora Christensen

Expenditure Type: One-Time **Year** 2 **2022** **Add'l FTE** ☑ **Add'l Space** ☑ **Priority** 1

Name of Request: Grant for Alternative Response Team (ART) Services

X Erika Lautenbach 4/25/22

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

Costs:

Object	*Object Description*	*Amount Requested*
4334.0691	HCA - CJTA	($499,413)
6190	Direct Billing Rate	$167,442
6610	Contractual Services	$115,710
7110	Registration/Tuition	$5,200
7410	Equipment-Capital Outlay	$149,000
8351	Operating Transfer Out	$62,061
Request Total		***$0***

1a. Description of request:

The Health Department is requesting expenditure authority to create and launch the Alternative Response Team (ART) program and to buy equipment and one or more vehicles for the ART team. Whatcom County ART (Alternative Response Team) program is a community-based program that provides a rapid alternative response to aid people in crisis from known or suspected mental illness, substance use, or inability to care for themselves in the moment of crisis. ART will respond to non-emergent 911 and be deployed as an alternative to Law Enforcement encounters and unnecessary Emergency Department use.

The program will be funded by a combination of State Proviso funds, City of Bellingham funds, and County ARPA funds. SB 5693 approved in the state legislature allocating dedicated funding to Whatcom County in 2022 and 2023 for Alternative Response Team operations. This funding will support the addition of three new positions including a Behavioral Health Specialist and two nurses. These positions will be covered by the Proviso funding through 2023 and supported on-going with funding from Whatcom County and the City of Bellingham. In addition, this funding will be utilized to purchase two vans with lifts for the program. Supplemental budget # 3665 COB Grant for Alternative Response Team Services, supports two additional new positions for the ART program.

1b. Primary customers:

ART serves Whatcom County residents who require intensive supports and coordination among providers to address crisis situations. ART will support those community members struggling with mental health challenges, substance use disorders, experiencing homelessness or living in extreme poverty.

2. Problem to be solved:

Within our community, there are people who lack adequate care for behavioral health challenges. Many of these community members rely heavily on 911, crisis services or are heavily involved in the legal system. Many of the calls to 911 do not require a law enforcement or fire/EMT response and divert those resources from higher priority calls. Further, the public is presented with a confusing array of other phone numbers to call when dealing with behavioral health concerns, each of which has different response criteria, hours of operation, and coverage areas.

3a. Options / Advantages:

Whatcom County Health Department's new Response Systems Division affords a unique opportunity to coordinate responses to vulnerable and widely diverse populations with unmet needs or in some level of

crisis, often in adverse situations. Response Teams work in community settings such as public spaces, homes, homeless shelters, encampments; not out of an office or a clinic setting. They work with a variety of interagency partners—paired with law enforcement or emergency medical professionals, co-responders—or independently; some may be deployed from What-Comm 911.

3b. Cost savings:

Coordinated behavioral health services and non-medical, not- law enforcement responses to low-acuity 9-1-1 calls are less expensive and often more effective than numerous emergency service responses from EMS or law enforcement.

4a. Outcomes:

ART will provide a rapid alternative response to aid people in distress or crisis from known or suspected mental illness, substance use or inability to care for themselves in the moment of crisis. ART will improve the lives of people experiencing crisis by diverting them from the criminal justice system, the hospital, and from using 911 as a service provider; and will provide alternative pathways to address their mental health and behavioral health crisis, linking them to essential services. By providing an alternative to EMS and law enforcement and working closely with existing crisis services, ART enhances the ability to support community members in crisis.

We anticipate serving 1,000-1,200 calls within the first year of the program.

4b. Measures:

Number of responses. Types of responses. Outcomes of responses. Impact on emergency services and 9-1-1 dispatch.

5a. Other Departments/Agencies:

WhatComm dispatch.

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

N/A

6. Funding Source:

WA State Budget proviso funds SB 5693.

Supplemental Budget Request

Health | **Human Services**

Supp'l ID # 3665 **Fund** 1 **Cost Center** 124134 **Originator:** Malora Christensen

Expenditure Type: One-Time **Year** 2 **2022** **Add'l FTE** ☑ **Add'l Space** ☐ **Priority** 1

Name of Request: COB Grant for Alternative Response Team Services

X Erika Lautenbach 4/25/22

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

Costs:

Object	*Object Description*	*Amount Requested*
4337.1001	City of Bham Support	($167,917)
6190	Direct Billing Rate	$114,382
6320	Office & Op Supplies	$2,000
6720	Telephone	$3,000
8351	Operating Transfer Out	$16,940
Request Total		***($31,595)***

1a. Description of request:

The Health Department is requesting expenditure authority of dedicated funding from the City of Bellingham to create and launch the Alternative Response Team (ART) program. This funding will support the addition of a 1 FTE ART Program Supervisor and 1 FTE Behavioral Health Specialist. Additional funding for the ART program staff is covered by supplemental budget request #3664, State Proviso Grant for ART Services. The Whatcom County ART program is a community-based program that provides a rapid alternative response to aid people in crisis from known or suspected mental illness, substance use, or inability to care for themselves in the moment of crisis. ART will respond to non-emergent 911 and be deployed as an alternative to Law Enforcement encounters and unnecessary Emergency Department use. Additional City of Bellingham funds have been committed to ART in 2023 not to exceed $259,210.

1b. Primary customers:

ART serves Whatcom County residents who require intensive supports and coordination among providers to address crisis situations. ART will support those community members struggling with mental health challenges, substance use disorders, those experiencing homelessness and/or living in extreme poverty.

2. Problem to be solved:

Within our community, there are people who lack adequate care for behavioral health challenges. Many of these community members rely heavily on 911, crisis services or are heavily involved in the legal system. Many of the calls to 911 do not require a law enforcement or fire/EMT response and divert those resources from higher priority calls. Further, the public is presented with a confusing array of other phone numbers to call when dealing with behavioral health concerns, each of which has different response criteria, hours of operation, and coverage areas.

3a. Options / Advantages:

Whatcom County Health Department's new Response Systems Division affords a unique opportunity to coordinate responses to vulnerable and widely diverse populations with unmet needs or in some level of crisis, often in adverse situations. Response Teams work in community settings such as public spaces, homes, homeless shelters, encampments; not out of an office or a clinic setting. They work with a variety of interagency partners—paired with law enforcement or emergency medical professionals, co-responders—or independently; some may be deployed from What-Comm 911.

3b. Cost savings:

Coordinated behavioral health services and non-medical, not- law enforcement responses to low-acuity 9-

1-1 calls are less expensive and often more effective than numerous emergency service responses from EMS or law enforcement.

4a. Outcomes:

ART will provide a rapid alternative response to aid people in distress or crisis from known or suspected mental illness, substance use or inability to care for themselves in the moment of crisis. ART will improve the lives of people experiencing crisis by diverting them from the criminal justice system, the hospital, and from using 911 as a service provider; and will provide alternative pathways to address their mental health and behavioral health crisis, linking them to essential services. By providing an alternative to EMS and law enforcement and working closely with existing crisis services, ART enhances the ability to support community members in crisis.

We anticipate serving 1,000-1,200 calls within the first year of the program.

4b. Measures:

Number of responses. Types of responses. Outcomes of responses. Impact on emergency services and 9-1-1 dispatch.

5a. Other Departments/Agencies:

WhatComm dispatch.

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

N/A

6. Funding Source:

Funding for this request is provided by the City of Bellingham, a key partner to the Response Systems division and ART.

Supplemental Budget Request

Status: Pending

Health **Human Services**

Supp'l ID # 3669 **Fund** 124 **Cost Center** 124133 **Originator:** Malora Christensen

Year 2 **2022** **Add'l FTE** ☑ **Priority** 1

Name of Request: Law Enforcement Diversion(LEAD) Expansion

X

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

Costs:

Object	*Object Description*	*Amount Requested*
4334.0691	HCA - CJTA	($424,994)
6190	Direct Billing Rate	$152,358
6320	Office & Op Supplies	$70,000
6510	Tools & Equip	$16,500
6610	Contractual Services	$57,000
6790	Travel-Other	$20,500
6860	Equipment Rental	$40,000
6910	Insurance Premiums	$10,000
7110	Registration/Tuition	$20,000
8351	Operating Transfer Out	$38,636
Request Total		***$0***

1a. Description of request:

We are requesting expenditure authority of new dedicated grant funding to expand the Law Enforcement Assisted Diversion (LEAD) program, per SB 5476. The legislature approved the Recovery Navigator Program (RNP) Uniform Standards, which states, "RNPs will, whenever possible, build on and enhance those existing LEAD-aligned approaches, complementing them where necessary to achieve greater alignment with LEAD core principles, before/rather than establishing stand-alone RN Programs. The existing LED-aligned investment might include LEAD programs, crisis response programs, resource hubs, homelessness response, and other locally coordinated efforts that intentionally attempt to achieve the goals of recovery navigator standards."
The funding provides 3 additional FTEs (Behavioral Health Specialists) in the Health Department's LEAD program to meet the legislative requirements of SB 5476. Behavioral Health Specialists will provide direct services including outreach and intensive case management.

1b. Primary customers:

The intent of this LEAD expansion is to provide social services to individuals who intersect with police because of simple drug possession and/or people who have frequent criminal legal system contact because of unmet behavioral health needs. This program is intended to serve people who are at risk of arrest, or already have been involved in the legal system.

2. Problem to be solved:

Individuals who struggle with Substance Use Disorder (SUD), mental health challenges, and extreme poverty are at risk of arrest and/or frequent contact with first responders and emergency systems due to unmet behavioral health needs.

3a. Options / Advantages:

LEAD enhances a system of response and care for people who live with unmanaged behavioral health needs, deep experiences of complex trauma, cognitive disabilities, persistent poverty, and often lifelong

experiences of punishment, failure, betrayal and marginalization. Coordination and communication between law enforcement, prosecutors, program staff, medical providers and community partners is essential to the success of these programs.

3b. Cost savings:

Coordinated care with the legal system and social service providers diverts individuals from involvement in the legal system and/or frequent interaction with law enforcement.

4a. Outcomes:

Whatcom LEAD program transforms how we approach public safety. LEAD creates opportunities to create a pathway for people out of the legal system with the support of Intensive Case Management and where those who are dealing with behavioral health issues can remake their lives.

In 2021, those enrolled in LEAD had a 97% reduction in jail booking after being engaged with the program.

4b. Measures:

LEAD gathers data on jail bookings, charges, contact with law enforcement and EMS, Emergency Department visits and connections to services.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

North Sound Behavioral Health Administrative Services Organization (NS BHASO) is administering these state funds.

Supplemental Budget Request

Status: Pending

Non-Departmental

Supp'l ID # 3654 **Fund** 130 **Cost Center** 130100 **Originator:** T. Helms

Expenditure Type: One-Time **Year** 1 **2021** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Basic Life Support Funding for Fire Agencies

X 4/22/22

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

Costs:

Object	Object Description	Amount Requested
7220	Intergov Subsidies	$5,000,000
Request Total		***$5,000,000***

1a. Description of request:

The Emergency Medical Services Oversight Board (EOB) met on February 9th, 2022 to discuss recommendations sent forward from the Technical Advisory Board (TAB) as well as the Whatcom County Fire Chiefs Association and the Whatcom County Fire Commissioners Association. The request for BLS funding support has been consistently raised and discussed in previous meetings. Ultimately, teams were tasked to determine an equitable formula for the distribution of funds to BLS agencies and gain an understanding of the stresses to the fire departments, in paticular the rural fire departments. All the while, the Whatcom County EMS system continues to see remarkable increases in call volume over the last few years. Agencies cite challenges with the pandemic, recent floods, staffing, increased costs of operations, decreased interest in volunteerism and part-time programs, long out of service times for the rural areas and other unanticipated increased costs. This is a one-time request to offset those rising costs.

1b. Primary customers:

Primary stakeholders are the fire departments and districts operating Basic Life Support units that provide first response EMS services to their jurisdictions. Additionally, the citizens of Whatcom County will benefit from knowing the county-wide EMS levy can provide funding for unanticipated costs to the Basic Life Support response system.

2. Problem to be solved:

The Whatcom County EMS system has seen remarkable increases in call volume over the last few years. Agencies cite challenges with the pandemic, recent floods, staffing, increased costs of operations, decreased interest in volunteerism and part-time programs, long out of service times for the rural areas and other unanticipated increased costs. This is a one-time request to offset those costs.

-Fire Departments began BLS transports in 2000 when the system migrated to a tiered response plan.
-Districts/Departments were left to fund their own BLS service.
-20 years later the response/call load has significantly increased.
-All but 3 districts gave up local EMS levies.
-In 2021, the Levy discontinued paying thegap to .50 for those 3 districts.
-In 2021, Local Fire Levies Lid Lifts failed.
-The rural districts report significant issues with volunteerism and part-paid programs.
-The rural districts report they don't have enough money to pay for Firefighter/EMT's.
-Dramatic fuel price increases.

3a. Options / Advantages:

While designed to support the Advanced Life Support Program, the 2016 to 2021 Levy has accumulated unanticipated revenues, primarily from the Ground Emergency Medical Transportation program. The GEMT revenues have provided a healthy end-fund balance with revenues not projected in the 2016 plan. Basic Life Support services are the foundation of the county EMS program where citizens from all the

jurisdictions will benefit from this allocation. The equity formula in the supporting documents provides an equitable distribution of these funds to help the struggling departments and districts.

3b. Cost savings:

This does not mitigate costs but rather provide a margin of financial flexibility for the departments and districts to address the problems presented.

4a. Outcomes:

The intended outcomes for the BLS support are oriented to providing short term stabilization of departments/districts budgets in consideration of the problems presented.

4b. Measures:

The allocation is used to help offset costs of providing EMS services. Agencies use the allocation to pay for a variety of EMS-specific (per RCW 84.52.069) items including personnel, structures, equipment and supplies. The funding is a reimbursement, meaning the agency invoices the EMS Division for repayment up to the amount available/spent that year. Agencies will report those expenditures as demonstrated in the supporting documents.

5a. Other Departments/Agencies:

All Fire departments and districts of Whatcom County.

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

Mike Hilley, EMS Manager

6. Funding Source:

EMS Levy Fund

Supplemental Budget Request

Status: Pending

Non-Departmental

Supp'l ID # 3658 **Fund** 130 **Cost Center** 130100 **Originator:** Tawni Helms

Expenditure Type: One-Time **Year** 1 **2021** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Acquisition of PowerLoad Equipment

X _____ 4/21/22

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

Costs:

Object	*Object Description*	*Amount Requested*
7410	Equipment-Capital Outlay	$1,400,000
Request Total		***$1,400,000***

1a. Description of request:

The Emergency Medical Services Oversight Board (EOB) met on February 9th, 2022 to discuss recommendations sent forward from the Technical Advisory Board (TAB) as well as the Whatcom County Fire Chiefs Association and the Whatcom County Fire Commissioners Association. At the same EOB meeting a funding request to complete the county-wide build out of the Stryker gurney and patient movement project was put forward. This request includes the acquistion and implementation of 53 PowerLoad gurney lift systems to more effectively utilize the Stryker gurney's to there full capacity.

1b. Primary customers:

Primary customers are the EMT's and Paramedics who move patients through the EMS system using the Stryker PowerLoad gurney patient movement system. This system provides increased safety for the transfer of patients as well as with a reduction in lifting injuries related to the PowerLoad lift assist mechanism. In addition, the PowerLoad provides a high level of patient comfort and safety to the citizens with crash rated integrations to the chassis mounted rail system

2. Problem to be solved:

The integrated PowerLoad system provides inter-operability for the moving gurney's among all of the fire departments and districts in Whatcom County. At this time, there are a number of BLS transport units that do not have the PowerLoad system which inhibits the ability to move gurney's between departments and units. The budget authority for this project is a one-time reimbursement for the purchase and installation of the PowerLoad Basic Life Support transport units to achieve 100% inter-operability for the EMS system.

3a. Options / Advantages:

The Stryker system was determined to be the preferred patient movement transport equipment for all fire departments and fire districts in Whatcom County. This project was preceded with the ALS 360 program where the Stryker gurney has been in use for more than a year. The addition of this equipment will provide 100% standardization among the county fire departments and districts Basic Life Support transport units. The opportunity to finalize this system upgrade exists with the budget request from the EMS levy.

3b. Cost savings:

The powerLoad acquisition does not mitigate costs but we do achieve a bit of savings with the group purchase under existing contracts. In addition, the maintenance contracts, warranties and upgrades are included as part of the original ALS360 capital equipment program where savings are achieved over a 10-year period.

4a. Outcomes:

100% interoperability will be gained with this purchase. Increased safety margins for both the EMS provider and patients are achieved with the increase lifting capacity and transport stability related to

obese/large patients.

4b. Measures:

Continuous Quality Feedback Programs and adverse patient event reporting are tools for quality control.

5a. Other Departments/Agencies:

All Fire departments and districts of Whatcom County.

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

Mike Hilley, EMS Manager

6. Funding Source:

EMS Levy Fund

Supplemental Budget Request

Health | **Environmental Health**

Supp'l ID # 3672 **Fund** 140 **Cost Center** 140202 **Originator:** Jennifer Hayden

Expenditure Type: One-Time **Year** 2 **2022** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Solid Waste / LFSWA Grant Increase

X Erika Lautenbach 4/25/22

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

Costs:

Object	*Object Description*	*Amount Requested*
4334.0314	Solid Waste	($176,281)
6610	Contractual Services	$275,514
8351	Operating Transfer Out	$52,886
Request Total		***$152,119***

1a. Description of request:

The Health Department is requesting increased spending authority of dedicated grant funding from the WA State Department of Ecology to more fully support operation of our county's Moderate Risk Waste Facility. Local Solid Waste Financial Assistance supports local government implementation of eligible projects identified in their local solid and hazardous waste management plans Historically, it has been the goal of the Department of Ecology to fully fund county Moderate Risk Waste programs, and throughout the past several grant cycles, funding for these programs has been decreased due to budget cuts in the legislature. The grant funding was increased during the most recent grant cycle. This funding will support contracted waste management services.

1b. Primary customers:

Whatcom County residents and small businesses

2. Problem to be solved:

Moderate risk waste includes things like garden chemicals, automotive fluids, mercury-containing fluorescent bulbs and paint. These items require a higher level of disposal than regular household garbage, and should not be thrown into a landfill. Improper disposal of these items can lead to negative impacts on human health and the environment.

3a. Options / Advantages:

The Moderate Risk Waste Facility is open five days a week, and provides a safe way for county residents and small businesses to dispose of their moderate risk waste. It is a priority of Whatcom County to make proper disposal of moderate risk waste easy and accessible.

3b. Cost savings:

This increased grant award will save the Solid Waste Fund 274,818 annually.

4a. Outcomes:

Provide safe disposal for moderate risk waste for all county residents

4b. Measures:

Grant deliverables are provided quarterly to the Department of Ecology, and include the number of residents served and the amount of waste collected annually.

5a. Other Departments/Agencies:

N/A

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

N/A

Supplemental Budget Request

Health	Environmental Health

Supp'l ID # 3672 **Fund** 140 **Cost Center** 140202 **Originator:** Jennifer Hayden

6. Funding Source:

WA State Department of Ecology/ Local Solid Waste Financial Assistance grant

Supplemental Budget Request

Status: Pending

Sheriff — **Emergency Management**

Supp'l ID # 3651 **Fund** 167 **Cost Center** 1673520006 **Originator:** John Gargett

Expenditure Type: One-Time **Year** 2 **2022** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: NHMP - Aerial Pictometry

X _____ 04/07/22

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

Costs:	Object	Object Description	Amount Requested
	4333.8704	FEMA Military	($9,662)
	6630	Professional Services	$9,662
	Request Total		***$0***

1a. Description of request:

Pictometry International Corporation, per Whatcom County Contract 202111037-1, will upgrade 37 square miles of digital aerial imagery from 6" to 3" resolution to support natural hazard mitigation planning.

1b. Primary customers:

Natural Hazard Mitigation Planners for Whatcom County Jurisdictions and the General Public

2. Problem to be solved:

As part of the recent update to the Whatcom County Natural Hazards Mitigation Plan (Resolution 2021-057, signed 12/07/2021), Whatcom County identified that the resolution used in the available hazard mapping in certain areas of Whatcom County was inadequate for planning needs. WCSO-DEM has obtained federal funding (wcc202011017-1) to upgrade this mapping, but requires County budget authority.

3a. Options / Advantages:

Obtaining higher resolution aerial mapping is necessary to enhance natural hazard mitigation planning. Whatcom County has a current contract with Pictometry International Corporation (wcc202111037) for a Spring 2O22 flight to provide updated digital images for about 897 square miles, in the amount of $163,200. Amendment 1 to this contract, approved 03/24/2022, added WCSO-DEM's 37 square mile project for an additional $9,662. WCSO-DEM will fund this additional $9,662.

3b. Cost savings:

N/A

4a. Outcomes:

This higher-resolution aerial imagery will enhance jurisdictions' ability to undertake land use and emergency planning for natural hazards within Whatcom County.

4b. Measures:

Pictometry International Corporation will deliver higher resolution digital aerial imagery to IT's GIS team.

5a. Other Departments/Agencies:

AS/Information Technology: IT coordinated the contract amendment with Pictometry International Corporation to include WCSO-DEM's sub-project. Once obtained, IT will incorporate the digital imagery into Whatcom County's Geographic Information Systems (GIS) databases.

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

AS/Information Technology coordination led by Perry Rice.

6. Funding Source:

Federal Grant: FEMA FFY2018 Pre-Disaster Mitigation (PDM) Program Grant, D21-008A, WCC #202011017-1, CFDA #97.047.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3668 | **Fund** 175 | **Cost Center** 17500 | **Originator:** Tawni Helms

Expenditure Type: One-Time | **Year** 2 | **2022** | **Add'l FTE** ☐ | **Add'l Space** ☐ | **Priority** 1

Name of Request: Stewart Mtn Community Forest - Phase I

X _____ 4/26/22

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

Costs:	Object	Object Description	Amount Requested
	7320	Land	$1,500,000
	Request Total		***$1,500,000***

1a. Description of request:

Whatcom County is working with community partners – including Whatcom Land Trust, the Nooksack Indian Tribe, and the Evergreen Land Trust – to develop a Stewart Mountain Community Forest that balances timber harvest, watershed health, and community access in order to maximize local benefits and local control of forest resources. Phase 1 of the Community Forest consists of 550 acres of the most ecologically and geologically sensitive forestland contained within the project area. The property consists of roughly 250 acres of riparian or inner gorge areas that will be managed for watershed health, salmon habitat, and slope stability. Additionally, the property contains roughly 300 acres of upland forest that will be managed as a working forest with the goals of producing high-quality timber products, local forestry jobs, and maintaining a healthy forest through selective harvest and thinning operations.

Whatcom Land Trust has been working closely with the property owner for over five years to facilitate this purchase, and will be executing the acquisition. The Land Trust has worked closely with the County and community partners to plan for how the property will work within the framework of the future community forest, and has expressed a desire for this property to be managed as part of the whole community forest project.

This request would contribute $1,500,000 towards a total sale price of $2,345,000. An additional $300,000 would come from the Evergreen Land Trust via a grant from the Whatcom Community Foundation, and the remainder of the sale price and the associated closing costs (appraisal, appraisal review, phase 1 assessment, boundary line adjustment, closing and recording fees, etc.) will come from Whatcom Land Trust.

1b. Primary customers:

Whatcom County Residents

2. Problem to be solved:

The South Fork Nooksack River is currently listed as a 303d impaired waterbody for temperature, turbidity, and streamflow. Additionally, habitat degradation has compounded these impairments to lead to a precipitous decline in salmon populations in the South Fork Nooksack River Watershed. Additionally, rapid land turnover rates on Stewart Mountain – with 6 different landowners having owned the property in the last 30 years – has contributed to declining forest health, lack of available merchantable timber, and uncertainty around recreation access opportunities for residents. Adopting forestland into long-term, local ownership will help address these problems by allowing for long-term forest health planning, with an eye towards maintaining a sustainable timber supply and improving watershed health.

3a. Options / Advantages:

Another option would be for Whatcom County to complete the purchase instead of Whatcom Land Trust.

Whatcom Land Trust has a long-term relationship with the current owner and has been able to negotiate the sale with them over the past 5 years. Whatcom Land Trust has worked with the landowner to complete much of the initial project due diligence, and has the capacity and experience to carry out the remainder of the due diligence including the appraisal reviews, boundary line adjustment, environmental assessment, survey, and title review. For these reasons, Whatcom Land Trust should purchase the land and Whatcom County will be able to hold a conservation easement to protect the public values of the property, realizing a large public benefit without having to pay the full price of acquisition or dedicate additional staff time to completing the due diligence and acquisition logistics needed to complete the project

3b. Cost savings:

550 acres of forestland will be acquired summer of 2022. Watershed and forest health benefits would increase incrementally over time. Public access benefits will be realized in future phases of the project that establish legal public access points to the property (either through additional Stewart mountain acquisitions or through current Acme Floodplain property acquisitions). Economic benefits of timber harvest would begin in the coming years, once the timber harvests are able to be planned and executed. All of these benefits would extend into perpetuity.

4a. Outcomes:

550 acres of forestland will be acquired summer of 2022. Watershed and forest health benefits would increase incrementally over time. Public access benefits will be realized in future phases of the project that establish legal public access points to the property (either through additional Stewart mountain acquisitions or through current Acme Floodplain property acquisitions). Economic benefits of timber harvest would begin in the coming years, once the timber harvests are able to be planned and executed. All of these benefits would extend into perpetuity.

4b. Measures:

The forest health benefits can be documented through forest health assessments. Watershed health benefits will be documented through current water quality and quantity monitoring that takes place within the watershed.

Success will be measured though the increased future streamflow at South Fork stream gauges, rebounding populations of South Fork Salmonids, opportunities for harvesting of high-quality timber products through selective harvests and forest thinning, and reliable public access to a beautiful riparian forest in Whatcom County.

5a. Other Departments/Agencies:

Conservation Futures Fund is utilized by other departments for conservation projects.

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

County Staff have ensured that enough funds are available in the Conservation Futures Fund to cover all planned upcoming expenses. Additionally, County Staff is currently working with Whatcom Land Trust to apply for grant reimbursements of the expenditure.

Whatcom Land Trust is responsible for project due diligences and executing the acquisition.

6. Funding Source:

Conservation Futures Fund

Supplemental Budget Request

Status: Pending

Non-Departmental

Supp'l ID # 3653 **Fund** 324 **Cost Center** 32400 **Originator:** Holly Faulstich

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: REET funding for Sudden Valley Stormwater Project

X

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

Costs:	Object	Object Description	Amount Requested
	8351.123	Operating Transfer Out	$360,000
	Request Total		***$360,000***

1a. Description of request:

This is a companion supplemental budget request to SBR# 3652 titled, "Amendment to Sudden Valley Stormwater Imp PBB" in order to transfer REET II funding into the existing project-based budget cost center 371100.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

REET II

Supplemental Budget Request

Status: Pending

Public Works | **Ferry & Docks**

Supp'l ID # 3608 | **Fund** 444 | **Cost Center** 444610 | **Originator:** Randy Rydel

Expenditure Type: One-Time | **Year** 2 | **2022** | **Add'l FTE** ☐ | **Add'l Space** ☐ | **Priority** 1

Name of Request: 2022 Dolphin Repair

X 4/26/22

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

Costs:

Object	*Object Description*	*Amount Requested*
6630	Professional Services	$35,000
7060	Repairs & Maintenance	$380,000
8301.108	Operating Transfer In	($186,750)
Request Total		***$228,250***

1a. Description of request:

This project consists of repairs to the northern most waterward timber dolphin at the Lummi Island Terminal. In December of 2021 this dolphin sustained a hard impact from the Whatcom Chief which resulted in damage to multiple timber piles. This repair project proposes to remove and replace the damaged timber piles and install eight (8) new 12" diameter steel piles, new cable wraps, rub strips and associated work.

1b. Primary customers:

General public and local residents of Lummi Island

2. Problem to be solved:

This proposed project will repair the damage to the timber dolphin.

3a. Options / Advantages:

Repairing the timber dolphin will allow for continued safe docking of the Whatcom Chief at the Lummi Island Terminal.

3b. Cost savings:

N/A

4a. Outcomes:

The project will be constructed during the summer/fall of 2022 prior to the upcoming winter season.

4b. Measures:

The timber dolphin will be repaired.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Ferry Fund Balance with 45% covered by the Road Fund transfer in.

Supplemental Budget Request

Status: Pending

Administrative Services | **Information Technology**

Supp'l ID # 3666 | **Fund** 507 | **Cost Center** ~~10000004~~ 5070519001 | **Originator:** P. Rice

Expenditure Type: Ongoing | **Year** 2 | **2022** | **Add'l FTE** ☐ | **Add'l Space** ☐ | **Priority** 1

Name of Request: Budget Authority for Permit System Maintenance

X P. L. R. 4/22/2022

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

Costs:	Object	Object Description	Amount Requested
	4341.8110	Technology Implementation Fee	($30,000)
	6625	Software Maint Contracts	$15,000
	6720	Telephone	$15,000
	Request Total		***$0***

1a. Description of request:

Increase the budget authority of cost center 5070519001 by $30,000 from $130,000 to $160,000 to pay for annual maintenance for the EnerGov permit system, Bluebeam e-review and cellular data plans for tablets used in the field by Planning and Development Services (PDS), Public Works and Health (Phase II).

1b. Primary customers:

PDS, Public Works, Health
Citizens

2. Problem to be solved:

The current budget authority needs to be increased to cover forecasted annual maintenance costs for the EnerGov permit system and associated technologies.

3a. Options / Advantages:

Keeping the new EnerGov permit system maintained is critical to its successful operation.

3b. Cost savings:

N/A

4a. Outcomes:

The new EnerGov permit system will continue to have the maintenance and support necessary for operation.

4b. Measures:

The new EnerGov permit system support contracts and services will be in place.

5a. Other Departments/Agencies:

PDS, PW and Health collect technology fees to cover the annual maintenace and support of the Energov permit system.

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

N/A

6. Funding Source:

Administrative Services Fund.
The 3% technology fees on permits collected by PDS, PW and Health are used to fund annual maintenance for the new EnerGov permit system and accumulate in the Administrative Services Fund.

Basic Life Support Allocation Model

Background: During the 2021/22 Levy Planning sessions teams began strategizing a method to provide increased financial support to the Basic Life Support (BLS) programs for the county Fire Departments and Districts. Challenges in 2021 and previous years include:

- Fire Departments began BLS transports in 2000 when the system migrated to a tiered response plan.
- Districts/Departments were left to fund their own BLS service.
- 20 years later the response/call load has significantly increased.
- All but 3 districts gave up local EMS levies.
- In 2021, the Levy discontinued paying the "gap" to .50 for those 3 districts.
- In 2021, Local Fire Levies Lid Lifts failed.
- The rural districts report significant issues with volunteerism and part-paid programs.
- The rural districts report they don't have enough money to pay for Firefighter/EMT's.

The allocation is used to help offset costs of providing EMS services. Agencies use the allocation to pay for a variety of EMS-specific (per RCW 84.52.069) items including personnel, structures, equipment and supplies.

Allocation Amount

Table D: Amount Received

Agency Name	Amount $
Acme Fire District 16	$ 29,951.33
Bellingham Fire Dept	$ 1,807,892.97
District 4	$ 187,714.86
District 8	$ 212,780.26
Everson Fire District 1	$ 189,314.99
Glacier District 19	$ 9,692.86
Lynden Fire Department	$ 370,753.42
North Whatcom Fire and Rescue	$ 697,958.93
Point Roberts Fire District 5	$ 30,870.67
South Bay District 18	$ 47,934.97
South Whatcom Fire Authority	$ 293,269.80
Whatcom County Fire District 11	$ 51,402.62
Whatcom County Fire District 14	$ 321,029.33
Whatcom County Fire District 17	$ 71,148.21
Whatcom County Fire District 7	$ 678,284.79
Total:	$ 5,000,000.00

Agency Budgets

Agency	Annual BLS Expences
Whatcom County Fire District # 1	$ 1,279,067.00
Whatcom County Fire District # 5	
Whatcom County Fire District # 7	$ 6,600,000.00
Bellingham Fire Whatcom County Fire District # 8	$ 24,825,062.00
Whatcom County Fire District # 11	$ 141,381.00
Whatcom County Fire District # 14	$ 1,193,302.00
Whatcom County Fire District # 16	$ 139,711.00
Whatcom County Fire District # 17	$ 89,400.00
Whatcom County Fire District # 18	$ 16,711.00
Whatcom County Fire District # 19	$ 69,941.00
North Whatcom Fire and Rescue Whatcom County Fire District # 4	$ 1,226,622.00
South Whatcom Fire Authority	$ 1,858,935.00
Lynden Fire Department	$ 1,748,757.00
Total:	$ 39,188,889.00

BLS Allocation and 2023 – 2029 Levy Planning – The EOB will be asking to place an EMS Levy Renewal on the November 2022 ballot. The EMS Levy Planning committees are working to finalize a draft plan for the next 6-year Levy Plan that will include a recommendation for a BLS allocation. This work is ongoing now however it is recognized that the EMS Levy fund priorities are to support the Advanced Life Support system while at the same time understanding that the BLS programs are the foundation of the EMS system. Another component of this planning is to understand where the EMS Levy fund can help direct efficiencies and collaborations within the BLS response system.

February 4, 2022

Commissioner Graham,

Thank you for the opportunity to speak to how BLS funds would improve the 911 response for North Whatcom Fire and Rescue (NWFR) taxpayers. NWFR has seen a dramatic increase in call volume over the past decade, primarily in the northwest corner of our district. This area encompasses the communities of Blaine, Birch Bay, and Semiahmoo. These communities are currently served by Station 61 in Blaine and Station 63 in Birch Bay. In 2019, NWFR hired Emergency Services Consulting International (ESCI) to conduct a master plan. The study results showed that NWFR has a significant amount of concurrent medical aid calls in the communities of Blaine, Birch Bay, and Semiahmoo. Based on the data in the study in 2019, there was concurrent medical aid calls 38% of the time in this geographic area. This percentage has only increased in recent years. With 26.25% of medical aid calls being BLS transports and long transport times to St. Joseph Hospital, our BLS units can be out of service for up to two hours at a time.

With a northern border that is Canada and a western border that is the Salish Sea, mutual aid is limited. We often must rely on WCFD7 or Lynden Fire, another department with a high concurrent aid call volume, or Station 69in Laurel (located at Guide Meridian and Laurel Road), to assist with the third or fourth call that is coinciding in the Blaine, Birch Bay or Semiahmoo area. While multiple calls happening may not necessitate further funding, we cannot answer our publics' calls for assistance in a timely manner due to the long transport times that BLS patients require. When we first started transporting BLS patients in Whatcom County, the saying was, "If you transport BLS, it allows an ALS unit to remain available for a greater emergency."

In District 21 alone, we have seen a 52% increase in annual 911 calls since 2011. In the combined NWFR / District 4 service area, calls for service (including auto aid calls into other jurisdictions) have increased 71% since 2010. This increase in call volume has occurred with **no increase in service levels nor any additional BLS units placed in service.**

The funding that NWFR would receive would be immediately used to equip and staff an additional BLS unit, the first in the northwest part of the county in over 20 years. This unit would be in service at Station 62, in the Semiahmoo community, and will increase our ability to transport residents during times when we are receiving concurrent calls without relying on other departments' resources. This unit would be staffed by two FF/EMT's, initially for 12 hours a day, with the distinct possibility of expanding to 24 hours a day. While it will initially be staffed with overtime, a total of 4 FTE's will eventually need to be hired to staff this unit. An additional ambulance and its associated equipment will also need to be procured.

Four entry level FTE's	$511,367.04
Ambulance	$250,000.00
Station Upgrades	$50,000.00

Total costs to place this unit into service and staffed for one year are $811,367.04. The money disbursed to NWFR would directly benefit the taxpayers who have funded the EMS levy over the past six years.

Respectfully Submitted,

Jason Van der Veen
Fire Chief
North Whatcom Fire & Rescue

September 21, 2021

WCEMS Council
Attention Mike Hilley
800 E. Chestnut St.
Bellingham, WA 98225

Dear Mike Hilley,

With the passage of House Bill 1310 – 2021-22 concerning permissible uses of force by law enforcement and correctional officers on July 25, 2021, North Whatcom Fire and Rescue has seen a call increase of nearly twenty percent. The Whatcom County Fire Commissioner's Board anticipates fire service call volumes to increase by as much as 16,000 across the county in 2022 due to this new Bill.

Prior to this legislation, over the past ten years, North Whatcom Fire and Rescue was already experiencing a call increase of nearly 52 percent and a call concurrency rate of 35 percent. As you can see, we are already approaching our maximum capacity with existing resources.

The NWFR Board has serious concerns about the district's ability to manage this increase in call volume without impacting both our personnel and citizens. In addition, the added workload to B-76, a shared resource between multiple districts, is now having to screen and more frequently respond to calls to alleviate the burden on our already taxed staff.

In addition, House Bill 1310 places responders in potentially dangerous situations since law enforcement has decreased their response to specific types of welfare checks and mental health issues.

We are not saying that these types of calls for help do not deserve attention. However, we do need to address this unfunded mandate with proper training and resources for the health and welfare of all.

The City of Bellingham is currently working on adding a critical response team comprised of EMTs and a social worker that will respond to calls law enforcement will no longer respond to ahead of an aid unit. The NWFR Board believes this type of resource would be beneficial county-wide.

The NWFR Board of Commissioners respectfully requests that the county consider adding additional resources now, to help mitigate the extra risk and call volume enlisted by this legislation.

Sincerely,

Bruce Ansell, Chairman
North Whatcom Fire and Rescue

January 24, 2022

Whatcom County EOB, Finance, and County Council
311 Grand Ave
Bellingham, WA 98225

Dear Whatcom County EOB, Finance, and Council Members:

The fire commissioners and fire chiefs representing Whatcom County voted unanimously to request financial assistance for funding needs of all county fire agencies with regards to emergency medical services.

Over the past sixteen years, fire agencies in Whatcom County have taken on additional transport responsibilities in support of previously overburdened Advanced Life Support services. Increased call volumes, longer transport out of service times, less participation by volunteers, failed levy lid lift proposals have all stretched existing resources to a breaking point. We are struggling to fund our BLS response and desperately need financial assistance.

In addition, with the passage of House Bill 1310 – 2021-22 concerning permissible uses of force by law enforcement and correctional officers on July 25, 2021, many Whatcom County Fire agencies have seen a call increase of nearly twenty percent. The Whatcom County Fire Commissioner's Board anticipates fire service call volumes to increase significantly across the county in 2022 due to this new Bill. The Board has serious concerns about the ability to manage this increase in call volume without impacting both our personnel and citizens.

It has been reported that there is currently a 21-million-dollar surplus of EMS funds. This surplus is partially due to the delays in implementing a 5th medic unit and additional revenues from GEMT that were not anticipated. The planning committee for the first levy estimated that we needed 12 million in reserves to have a healthy fund balance. We believe it is difficult to ask the voters to renew the levy at the end of 2022 with an existing 9-million-dollar surplus.

The Whatcom County Fire Commissioner's Association is unanimously in favor of the following:

1) Allocate 5 million dollars countywide immediately to help mitigate the BLS funding gap.
2) Include a BLS funding component in future EMS levy proposals to the voters.
3) Supporting a minimum 29-cent levy reset to help fund BLS in the future.
4) Earmark EMS levy funding for EMS purposes only.

The Whatcom County Fire Commissioners respectfully requests that the county allocate additional funding now, to help mitigate the extra costs associated with providing basic life support services county wide. We believe the EMS fund surplus can reasonably support this request.

Sincerely,

James Peeples, President
Whatcom County Fire Commissioners Association

Mel Blankers, President
Whatcom County Fire Chiefs Association

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-280

File ID:	AB2022-280	**Version:**	1	**Status:**	Introduced
File Created:	05/02/2022	**Entered by:**	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Section 3.08.095, Small Works Roster Contract Award process, to update requirements for Bids and Proposals

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/10/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Ordinance

PROPOSED BY: _____
INTRODUCTION DATE:_____

ORDINANCE NO.- -

AMENDING WHATCOM COUNTY CODE SECTION 3.08.095 (SMALL WORKS ROSTER CONTRACT AWARD PROCESS) TO UPDATE REQUIREMENTS FOR BIDS AND PROPOSALS

WHEREAS, WCC 3.08.060 currently requires all awards of contracts for professional services exceeding $40,000.00 be based upon bids or proposals in response to specifications and invitations to bid subject to the provisions of WCC 3.08.090; and

WHEREAS, the Whatcom County acquires services from non-profit organizations and limits compensation to direct costs of providing services plus documented overhead; and

WHEREAS, the request for proposal process is time consuming and frequently does not add value to the process due to a lack of competitive nature of non- profit social services; and

WHEREAS, the Whatcom County seeks to establish procedures for acquiring services from non-profit organizations that reimburses their costs of providing services without requiring time consuming request for proposals;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that WCC 3.08.060 is hereby amended as presented in Exhibit A.

ADOPTED this _____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Todd Donovan, Council Chair

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

APPROVED AS TO FORM:

Christopher Quinn per email 05/02/2022

Civil Deputy Prosecutor

_____
Satpal Sidhu, County Executive

( ) Approved ( ) Denied

Date Signed: _____

EXHIBIT 'A'
WCC 3.08.060 PURCHASING SYSTEM

3.08.060 Bids and proposals required.
Awards of contracts for the acquisition of materials, supplies, services, tools, equipment or rental of personal property and professional services exceeding $40,000 will be based upon bids or proposals received in response to specifications and invitations to bid, except as provided below:

A. Sole source purchases shall not be required to go through competitive bidding. A purchase may be determined to be sole source by the county executive or designee when the bidding process would be futile because only one bidder could respond to the invitation.

B. In the event of an emergency when the public interest or property of the county would suffer material injury or damage by delay, upon an order of the county executive declaring the existence of such emergency and reciting the facts constituting same, the requirements governing competitive bids with reference to any purchase or contract may be waived pursuant to RCW 36.32.270.

C. Public works projects involving funds not exceeding the amount allowed under RCW 39.04.155, or any successor statute, may be completed utilizing the small works roster contract award process pursuant to WCC 3.08.095.

D. Acquisition is from another public entity.

E. Contract does not require use of county funds.

F. The procurement of professional services may be completed utilizing the consultant roster award process pursuant to WCC 3.08.096.

G. Contract is for services from a non-profit organization and contract terms limit payment to the reimbursement of direct wages and benefits, supplies and overhead at the greater of 10% or the approved federal indirect overhead rate.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-252

File ID:	AB2022-252	**Version:**	1	**Status:**	Agenda Ready
File Created:	04/19/2022	**Entered by:**	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a grant contract between Whatcom County and Washington State Health Care Authority for financial assistance to expand the MOUD (Medication for Opioid Use Disorder) Program in the Jail in the amount of $149,839.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Grant Contract

WHATCOM COUNTY
SHERIFF'S OFFICE
BILL ELFO
SHERIFF

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

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bill Elfo, Sheriff

RE: Washington State Health Care Authority
Medication for Opioid Use Disorder (MOUD) Program Grant

DATE: April 7, 2022

Enclosed for your review and signature are two (2) originals of a grant agreement between Whatcom County and Washington State Health Care Authority for financial assistance with the Jail's Medication for Opioid Use Disorder (MOUD) program.

- **Background and Purpose**

We were awarded a grant by WA State HCA under the *Medication for Opioid Use Disorder (MOUD) in Jails* Program. This agreement has been signed by the HCA and arrived at our office at the end of March. This is a reimbursement grant and covers expansion of the MOUD program including the costs of a nursing position, increased pharmaceuticals, supplies, deputy overtime and methadone treatment.

- **Funding Amount and Source**

Funding is provided by this state HCA grant. A budget supplemental for the program expansion is being submitted concurrently with this grant at the May 24th Council Meeting. The amount of this grant is $149,839.00.

- **Differences from Previous Contract**

This is a new grant agreement.

Please contact Wendy Jones at extension 6505, if you have any questions or concerns regarding the terms of this agreement.

Encl. (2)

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	Corrections / In Custody
Contract or Grant Administrator:	Wendy Jones
Contractor's / Agency Name:	Washington State Health Care Authority

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

Does contract require Council Approval? Yes (●) No ( ) If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes (●) No ( ) If yes, grantor agency contract number(s): K5893 CFDA#: N/A

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

Is this contract the result of a RFP or Bid process?
Yes ( ) No (●) If yes, RFP and Bid number(s): _____ Contract Cost Center: 118167

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

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Goods and services provided due to an emergency
- ☐ Contract work is for less than $100,000.
- ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Contract work is for less than 120 days.
- ☐ Work related subcontract less than $25,000.
- ☒ Interlocal Agreement (between Governments).
- ☐ Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
$ 149,839.00

This Amendment Amount:
$ _____

Total Amended Amount:
$ _____

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

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

Summary of Scope:

The Corrections Bureau received a grant from the Washington State Health Care Authority to expand our MOUD (Medication for Opioid Use Disorder) Program in the Jail. The initial term commenced on March 1, 2022 and continues through June 30, 2022 and may be extended until July 31, 2028.

Term of Contract: 4 months | Expiration Date: June 30, 2022

Contract Routing:

1. Prepared by:	LR	Date: 04/07/22
2. Attorney signoff:	BW	Date: 4/8/22
3. AS Finance reviewed:	M Caldwell	Date: 4/8/22
4. IT reviewed (if IT related):	P. Rice E-Mail OK	Date: 4/18/22
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 07/06/20

Washington State Health Care Authority	**PROFESSIONAL SERVICES CONTRACT for** MOUD in Jails	HCA Contract Number: K5893 Resulting from Solicitation Number (If applicable: 2021HCA42 Contractor/Vendor Contract Number:

THIS CONTRACT is made by and between Washington State Health Care Authority, (HCA) and Whatcom County Corrections, (Contractor).

CONTRACTOR NAME		CONTRACTOR DOING BUSINESS AS (DBA)		
Whatcom County Corrections				
CONTRACTOR ADDRESS Street		City	State	Zip Code
Public Safety Bldg, 311 Grand Ave		Bellingham	WA	98225
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS		
Wendy Jones	360-778-6600	WJones@co.whatcom.wa.us		
Is Contractor a Subrecipient under this Contract?	CFDA NUMBER(S):	FFATA Form Required		
☐YES ☒NO	N/A	☐YES ☒NO		

HCA PROGRAM	HCA DIVISION/SECTION
MOUD in Jails Program	DBHR
HCA CONTACT NAME AND TITLE Rachel Meade, MOUD in Jails Program Administrator	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 45330 Olympia, WA 98504-5330
HCA CONTACT TELEPHONE (360) 725-2009	HCA CONTACT E-MAIL ADDRESS rachel.meade@hca.wa.gov

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
March 1, 2022	June 30, 2022	$149,839.00
PURPOSE OF CONTRACT: To develop and implement or continue to expand MOUD in jails program.		

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DocuSigned by: Tyler Schroeder	Tyler Schroeder Deputy Executive	3/15/2022
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DocuSigned by: Rachelle Amerine	Rachelle Amerine Contracts Administrator	3/15/2022

DocuSign Envelope ID: 44156CEB-1C31-4378-B4EC-6742BFC1CDE1

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Schedule A: Statement of Work (SOW) Medication for Opioid Use Disorder (MOUD) in Jails Program

Exhibits

Exhibit A: HCA RFA 2021HCA42 for Medication for Opioid Use Disorder (MOUD) in Jails Program

Exhibit B: Whatcom County Corrections Response to HCA RFP 2021HCA42

Note: *Exhibits A and B are not attached but are available upon request from the HCA Contracts Administrator.*

Contract #K5893 for Medication for Opioid Use Disorder (MOUD) in Jails Program

RECITALS

The state of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Application (RFA) dated December 29, 2021, (Exhibit A) for the purpose of developing or implementing or continuing to expand Medication for Opioid Use Disorder (MOUD) in Jails Program in accordance with its authority under chapters 39.26 and 41.05 RCW.

Whatcom County Corrections submitted a timely Response to HCA's RFA #2021HCA42 (Exhibit B).

HCA evaluated all properly submitted Responses to the above-referenced RFA and has identified Whatcom County Corrections as the Apparent Successful Bidder.

HCA has determined that entering into a Contract with Whatcom County Corrections will meet HCA's needs and will be in the State's best interest.

NOW THEREFORE, HCA awards to Whatcom County Corrections this Contract, the terms and conditions of which will govern Contractor's providing to HCA the MOUD in Jails Program.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Schedule A: *Statement of Work*.

2. DEFINITIONS

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"Breach" means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

"Business Associate" means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

"Business Days and Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"Centers for Medicare and Medicaid Services" or **"CMS"** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

"CFR" means the Code of Federal Regulations. All references in this Contract to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.ecfr.gov/cgi-bin/ECFR?page=browse.

"Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, (see also Protected Health Information); finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

"Contract" means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

"**Contractor"** means Whatcom County Corrections, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

"Covered entity" means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form to carry out financial or administrative activities related to health care, as defined in 45 CFR 160.103.

"Data" means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract.

"Effective Date" means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

"HCA Contract Manager" means the individual identified on the cover page of this Contract who will provide oversight of the Contractor's activities conducted under this Contract.

"Health Care Authority" or **"HCA"** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

"Overpayment" means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

"Proprietary Information" means information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is nct limited to, information protected by copyright, patent, trademark, or trade secret laws.

"**Protected Health Information**" or **"PHI"** means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 CFR 160.103. Individually identifiable information is information that identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

"Response" means Contractor's Response to HCA's RFA #2021HCA42 for Medication for Opioid Use Disorder (MOUD) in Jails Program and is Exhibit B hereto.

"RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: http://apps.leg.wa.gov/rcw/.

"RFA" means the Request for Application used as the solicitation document to establish this Contract, including all its amendments and modifications and is Exhibit A hereto.

"Statement of Work" or **"SOW"** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Schedule A hereto.

"Subcontractor" means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term "Subcontractor" means subcontractor(s) of any tier.

"USC" means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at http://uscode.house.gov/

"WAC" means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: http://app.leg.wa.gov/wac/.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;

3.1.2 Use of professional judgment;

3.1.3 Collaboration with HCA staff in Contractor's conduct of the services;

3.1.4 Conformance with HCA directions regarding the delivery of the services;

3.1.5 Timely, accurate and informed communications;

3.1.6 Regular completion and updating of project plans, reports, documentation and communications;

3.1.7 Regular, punctual attendance at all meetings; and

3.1.8 Provision of high-quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor's performance is unsatisfactory.

3.2 TERM

3.2.1 The initial term of the Contract will commence on March 1, 2022, and continue through June 30, 2022, unless terminated sooner as provided herein.

3.2.2 This Contract may be extended through July 31, 2028, by mutually agreed amendment in whatever time increments HCA deems appropriate. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

3.3 COMPENSATION

3.3.1 The parties have determined the cost of accomplishing the work herein will not exceed **$149,839.00**, inclusive of all fees, taxes, and expenses. Compensation for

satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.

3.3.2 Contractor's compensation for services rendered will be based on the deliverables table in Schedule A, Statement of Work.

3.4 INVOICE AND PAYMENT

3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state.

3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.

3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of $50 or more must be accompanied by a receipt.

3.4.4 A-19 invoices must be submitted to Rachel.meade@hca.wa.gov with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:

a. The HCA Contract number;

b. Contractor name, address, phone number;

c. Description of services;

d. Date(s) of delivery;

e. Net invoice price for each item;

f. Applicable taxes;

g. Total invoice price; and

h. Any available prompt payment discount.

HCA will return incorrect or incomplete invoices for correction and reissue.

3.4.5 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated

Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

3.5.1 Contractor's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.

3.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.

3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

CONTRACTOR Contract Manager Information		**Health Care Authority Contract Manager Information**	
Name:	Wendy Jones	Name:	Rachel Meade
Title:	Corrections Bureau Chief	Title:	MOUD in Jails Program Administrator
Address:	Public Safety Building 311 Grand Ave Bellingham, WA 98225	Address:	626 8th Ave SE, PO Box 45330 Olympia, WA 98504-5330
Phone:	(360) 778-6600	Phone:	(360) 725-2009
Email:	WJones@co.whatcom.wa.us	Email:	rachel.meade@hca.wa.gov

3.6 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

3.6.1 In the case of notice to the Contractor:

Wendy Jones, Corrections Chief
Whatcom County Corrections
Public Safety Building

311 Grand Ave
Bellingham, WA 98225

3.6.2 In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

3.6.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

3.6.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.7 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

3.7.1 Applicable Federal and State of Washington statutes and regulations;

3.7.2 Recitals

3.7.3 Special Terms and Conditions;

3.7.4 General Terms and Conditions;

3.7.5 Attachment 1: Confidential Information Security Requirements;

3.7.6 Schedule A: Statement of Work;

3.7.7 Exhibit A: HCA RFA #2021HCA42 for Medication for Opioid Use Disorder (MOUD) in Jails Program, dated December 29, 2021;

3.7.8 Exhibit B: *Contractor's Response* dated January 20, 2022; and

3.7.9 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.8 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs,

damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

3.8.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1 million per occurrence/$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

3.8.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.8.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than $1 million per claim/$2 million general aggregate.

3.8.4 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

3.8.5 The Receiving Party certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

The policy must be maintained for the term of this Agreement and three (3) years following its termination.

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

4.2 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

4.3 AMENDMENTS

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

4.4 ASSIGNMENT

4.4.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.37, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.4.1 of the Contract will be null and void.

4.4.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

4.4.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.5 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

4.6 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.7 CONFIDENTIAL INFORMATION PROTECTION

4.7.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 1: *Confidential Information Security Requirements*).

4.7.2 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).

4.7.3 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

4.7.4 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.8 CONFIDENTIAL INFORMATION SECURITY

The federal government, including the Centers for Medicare and Medicaid Services (CMS), and the State of Washington all maintain security requirements regarding privacy,

data access, and other areas. Contractor is required to comply with the Confidential Information Security Requirements set out in Attachment 1 to this Contract and appropriate portions of the Washington OCIO Security Standard, 141.10 (https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets).

4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION

4.9.1 Contractor must notify the HCA Privacy Officer (PrivacyOfficer@hca.wa.gov) within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.

4.9.2 Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees and taking steps necessary to stop further unauthorized access. Contractor agrees to indemnify and hold HCA harmless for any damages related to unauthorized use or disclosure of Confidential Information by Contractor, its officers, directors, employees, Subcontractors or agents.

4.9.3 If notification of the Breach or possible Breach must (in the judgment of HCA) be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:

4.9.3.1 HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services Secretary (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.

4.9.3.2 In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients (such as paying for regular credit watches in some cases).

4.9.3.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.

4.9.4 Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 6) of all Confidential Information.

4.9.5 Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any breach or possible breach at any time.

4.10 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any

specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

4.11 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.12 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

4.13 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

4.13.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may

request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.13.2 A party's request for a dispute resolution must:

4.13.2.1 Be in writing;

4.13.2.2 Include a written description of the dispute;

4.13.2.3 State the relative positions of the parties and the remedy sought;

4.13.2.4 State the Contract Number and the names and contact information for the parties;

4.13.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.14 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.45, *Warranties*.

4.15 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.16 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

4.16.1 Terminate this Contract pursuant to Section 4.41.3, *Termination for Non-Allocation of Funds*;

4.16.2 Renegotiate the Contract under the revised funding conditions; or

4.16.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.

4.16.3.1 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

4.16.3.2 When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

4.16.3.3 If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

4.17 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

4.18 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

4.19 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property, or Breach of its confidentiality and notification obligations under Section 4.7, *Confidential Information Protection* and Section 4.8 *Confidentiality Breach-Required Notification*, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

4.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

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

4.21 INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and must maintain full compliance with Title 51 RCW during the course of this Contract.

4.22 LEGAL AND REGULATORY COMPLIANCE

4.22.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.

4.22.3 Pursuant to Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021) as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021) ("Proclamation") all contractors and any of their employees and/or subcontractors who provide contracted services on-site at HCA facilities must certify that they are fully vaccinated against the COVID-19 virus, unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractors who cannot so certify are prohibited from contracting with the state.

4.22.4 Contractor represents and warrants that should their responsibilities to the HCA involve on-site services as of October 18, 2021, Contractor's personnel (including subcontractors) providing such services will be fully vaccinated against the COVID-19 virus unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractor further understands that, upon request, Contractor personnel must provide to HCA proof of vaccination, in a manner established by the HCA. Failure to meet these requirements may result in the immediate termination of this Contract.

4.22.5 Failure to comply with any provisions of this section may result in Contract termination.

4.23 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

4.24 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

4.25 NONDISCRIMINATION

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

4.26 OVERPAYMENTS TO THE CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.13, *Disputes*.

4.27 PAY EQUITY

4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.

4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.

4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.

4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

4.28 PUBLICITY

4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.

4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

4.29 RECORDS AND DOCUMENT REVIEW

4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].

4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.

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

4.30 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive but are in addition to all other remedies available under law.

4.31 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

4.32 RIGHTS IN DATA/OWNERSHIP

4.32.1 HCA and Contractor agree that all data and work products (collectively "Work Product") produced pursuant to this Contract will be considered a *work for hire* under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

4.32.2 If for any reason the Work Product would not be considered a *work for hire* under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.

4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

4.32.5 Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

4.33 RIGHTS OF STATE AND FEDERAL GOVERNMENTS

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

4.34 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

4.35 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

4.36 SUBCONTRACTING

4.36.1 Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

4.36.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.

4.36.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.

4.36.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.

4.36.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

4.37 SURVIVAL

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

will survive. In addition, the terms of the sections titled *Confidential Information Protection, Confidential Information Breach – Required Notification, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership, and Rights of State and Federal Governments* will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

4.38 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

4.39 TERMINATION

4.39.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

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

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

4.39.2 Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the

effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.4 Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.5 Termination for Conflict of Interest

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

4.40 TERMINATION PROCEDURES

4.40.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

4.40.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the

termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.13, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.

4.40.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

4.40.3.1 Stop work under the Contract on the date of, and to the extent specified in, the notice;

4.40.3.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

4.40.3.3 Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4.40.3.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;

4.40.3.5 Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;

4.40.3.6 Complete performance of any part of the work that was not terminated by HCA; and

4.40.3.7 Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

4.41 TREATMENT OF ASSETS

4.41.1 Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this contract. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this contract, excluding intellectual property provided by the Contractor, shall pass to and vest in HCA upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of

this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

4.41.2 Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative and other requirements.

4.41.3 Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed or damaged by Contractor or Contractor's employees, agents or subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

4.41.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

4.41.5 Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

4.42 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

4.43 WARRANTIES

4.43.1 Contractor represents and warrants that it will perform all services pursuant to this Contract in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.

4.43.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

4.43.3 EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.43.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

Attachment 1

Confidential Information Security Requirements

1. DEFINITIONS

In addition to the definitions set out in Section 2 of this Contract K5893 for Medication for Opioid Use Disorder (MOUD) in Jails Program, the definitions below apply to this Attachment.

a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.

   i. Passwords for external authentication must be a minimum of 10 characters long.

   ii. Passwords for internal authentication must be a minimum of 8 characters long.

   iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.

b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g., CDs, DVDs); USB drives; or flash media (e.g., CompactFlash, SD, MMC).

c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g., USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.

d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.

f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

g. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. CONFIDENTIAL INFORMATION TRANSMITTING

a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (http://csrc.nist.gov/publications/PubsSPs.html). This includes transmission over the public internet.

b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. PROTECTION OF CONFIDENTIAL INFORMATION

The Contractor agrees to store Confidential Information as described:

a. Data at Rest:

i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

ii. Data stored on Portable/Removable Media or Devices:

- Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.

- HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:

1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;

3. Keeping devices in locked storage when not in use;

4. Using check-in/check-out procedures when devices are shared;

5. Maintain an inventory of devices; and

6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. CONFIDENTIAL INFORMATION SEGREGATION

HCA Confidential Information received under this Contract must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA Confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

a. The HCA Confidential Information must be kept in one of the following ways:

i. on media (e.g., hard disk, optical disc, tape, etc.) which will contain only HCA Data; or

ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or

iii. in a database that will contain only HCA Data; or

iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or

v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate HCA Confidential Information from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this Attachment.

5. CONFIDENTIAL INFORMATION SHARED WITH SUBCONTRACTORS

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

6. CONFIDENTIAL INFORMATION DISPOSITION

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (http://csrc.nist.gov/publications/PubsSPs.html).

a. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Schedule A

Statement of Work

1. Purpose.

To provide medication for opioid use disorder (MOUD) in jails to incarcerated individuals who present with an opioid use disorder (OUD). To support a full MOUD program which includes the following: an OUD assessment, discussion of MOUD options between the incarcerated individual and provider, initiation prior to the onset of withdrawal or continuation of MOUD, release and reentry planning to include connection with continued treatment, same day release appointment when possible or MOUD to bridge patient until next appointment and naloxone upon release. Reentry planning may also include assisting the incarcerated individual with sign-up of Medicaid, reestablishing Medicaid and connection with the Managed Care Organizations (MCOs).

Health Equity - This project also intends to address inequities in OUD treatment and recovery services by providing medically necessary treatment for opioid use disorder to incarcerated individuals. MOUD in jails programs should understand cultural barriers and whenever possible, provide culturally appropriate services and recognize the need for inclusion of people with lived experiences in the development of the MOUD in jails programs. Additionally, this project intends to identify stigma and educate staff to ensure ongoing collaboration and openness to change.

2. Performance Work Statement.

The Contractor shall ensure funds are responsibly used towards the MOUD program in the jail/jails and provide the core components or a progressive plan to achieve the core components which include:

a. FDA approved medication for opioid use disorder (MOUD) must be available and offered to all incarcerated individuals who present with OUD at intake. Individuals with OUD may decline MOUD at any time, but ongoing discussions on MOUD may be offered.

b. Methadone, buprenorphine, naltrexone should all be offered unless: (a) an opioid treatment program (OTP) is not within reasonable driving distance from the jail, in which case the jail is not required to offer methadone as an option; or (b) there is no available buprenorphine provider in the community to which the patient will likely release, in which case the jail is not required to offer buprenorphine as an option. Naltrexone may be provided in oral formulation while the patient is incarcerated, but injectable long-acting naltrexone must be offered as an option prior to release.

c. MOUD must be continued for those who are already taking MOUD upon entering the facility, providing they wish to do so. MOUD is continued using the same medication, at the same dose unless ordered otherwise by the jail prescriber based on clinical need (documented in the patient's medical record) with the exception of injectable long-acting naltrexone which may be converted to an equivalent oral dose until just prior to release and the injectable form is restarted. Methadone may be transitioned to buprenorphine if the jail is not a licensed opioid treatment program (OTP) and the nearest OTP is not within reasonable driving distance from the jail. The presence of other illicit or controlled substances should not result in discontinuation of MOUD (consistent with the 2020 ASAM National Practice Guideline for the Treatment of Opioid Use Disorder).

d. Assessing for risk of acute withdrawal must be done upon intake. In those instances when the individual is refusing to answer health care questions, their intake form will be flagged for medical to follow up as soon as is possible. Assessing for opioid use disorder (OUD) absent a risk of acute withdrawal must also be done, but it may be done after intake, as long as the delay does not impair the ability to begin treatment prior to release. The incarcerated individual must be educated on treatment choices and the process for continuation of access to MOUD, during incarceration, and upon release. (See resources for validated tool suggestions.)

e. Individuals entering the facility who are physically dependent on opioids, must be offered MOUD treatment; withdrawal (including withdrawal using buprenorphine or methadone) is not acceptable unless the patient provides an informed refusal of treatment or the patient elects MOUD treatment with naltrexone, in which case withdrawal is clinically required. Use of other medications (clonidine, anti-emetics, anti-diarrheals, analgesics) may be used as adjuncts or may be used in place of opioid agonist or partial agonist if the individual so chooses, but they may not be the only withdrawal treatment available.

f. Methadone and buprenorphine must be administered daily or more frequently. Alternate-day ("Balloon") dosing of buprenorphine may be used in rare cases based on a clinical need, the decision for which is arrived at jointly between the healthcare provider and patient and is well-documented in the patient's medical record.

g. Release planning and reentry coordination completed as soon as possible to ensure an effective plan is in place prior to release or in the event of an unexpected release of an incarcerated individual who needs continued treatment and services.

h. Provide at least 2 doses of naloxone and naloxone administration training to all incarcerated individuals with OUD upon release.

i. Schedule the first community appointment with a treatment facility, provided it is a planned release from custody.

j. Provide – in hand upon release and at no cost to the individual – sufficient doses of MOUD to bridge patient until scheduled MOUD follow-up appointment at community treatment facility (does not apply to patients treated with injectable MOUD).

    i. Individuals who are at risk of being released directly from court are informed, prior to going to court, that they may request to be transported back to the jail by staff to receive these medications prior to going home.

    ii. In situations where an appointment cannot be made, e.g., after-hours bail-out, resident is given enough medication to last until the next available appointment at the community treatment facility. If that date is unknown, the individual is given a minimum of a 7-day supply.

    iii. In situations where medications cannot be provided upon release, e.g., unscheduled release at a time when medical staff are not present in the jail, the individual is informed that he/she may either return to the jail in the morning to receive bridge medications or, if no medical staff are present the following day, will have a prescription for the same bridging medication called to a local pharmacy, at no cost to the individual.

k. Ensure policies and procedures are in place to mitigate medication diversion.

3. Scope of Work Activities.

a. Whatcom County Jail will achieve the core components of the MOUD program through the following activities:

   i. Purchase of MOUD, buprenorphine. Purchasing and storage of all MOUD must follow the laws and rules pertaining to locked storage of controlled substances and any pharmacy or prescription laws.

   ii. Enter into a service agreement with Bellingham Comprehensive Treatment for the provision of Methadone for individuals who are incarcerated, and who have elected not to switch to either Buprenorphine or Naltrexone as an Opioid substitute.

   iii. Expansion of the MOUD program to the Corrections Bureau's Minimum-Security Work Center. This will involve the following additional costs:

      1. Hiring of an additional FTE RN (Registered Nurse) or LPN (Licensed Practical Nurse) through NWRC (Northwest Regional Council) for the administration of MOUD in both facilities. Federal and State regulations concerning licensure parameters will be followed.

      2. Purchase of additional supplies including, but not limited to, medication, drug testing materials, and education materials.

      3. Supplies for both the work center and the downtown jail and will include, but not limited to: drug testing materials, educational materials, and naloxone.

   iv. Information Technology assistance to develop reports or, ideally, interfaces between the Jail's (RMS) (Record Management System) and the EHR (Electronic Health Records). This may allow the pull of data points and cross-referencing information, simplifying data collection and reporting to the HCA. Absent the ability to electronically merge the data, we anticipate coming to agreement with the HCA for the data that is most critical to support these programs, and using the custom reports created by IT.

   v. Dedicated overtime funds to cover the costs of a corrections deputy at the downtown jail to assist the RN dispensing the MOUD.

   vi. Increasing the number of individuals who may elect to use MOUD while in custody by lowering barriers to participation.

   vii. Including additional information about the MOUD program in the Offender handbook. This will include, at minimum, the medications available and how to notify the JHP (Jail Health Program) of an interest in participating.

   viii. Hiring a complex patient navigator who can assist in coordinating care for individuals who have comorbidities. This will include connections to housing, financial assistance such as Veterans services, congregate or assisted living options, etc.

   ix. Continue our working relationship with the Lummi Nation's Chemical Addiction Recovery and Education program.

   x. Work collaboratively with the University of Washington Addictions, Drug and Alcohol Institute (ADAI) technical assistance staff to identify training needs and participate in peer-to-peer and educational learning opportunities.

b. Whatcom County Jail is enhancing the current MOUD program with this funding. The improvements made will allow for staff to be more effective in improving the standard of care and implementation of the core components of this contract.

4. Data Collection.

a. Participation requires performance monitoring activities, including requiring timely and accurate data reporting to the Health Care Authority, Division of Behavioral Health and Recovery (HCA DBHR). Further evaluation, including on- and off-site data collection may be conducted by HCA DBHR or a third-party.

b. In FY2022 the contractor will submit a monthly report, template provided by HCA DBHR, by the 10th day of the month with the following information for the previous month:

i. -total # of bookings in the jail

ii. -# of individuals booked who were assessed for OUD (including those at risk and not at risk for acute withdrawal from opioids)

iii. -# of the individuals above who were started on MOUD within 8 hours of booking.

iv. -# of the individuals above who were started on MOUD prior to release, but not immediately upon booking

v. -# of individuals booked who reported being currently on MOUD in the community

vi. -# of the individuals above for whom MOUD was continued without interruption

vii. -# of individuals with OUD who were provided naloxone and naloxone training prior to release

c. In FY2023 an evaluation of the program will require more data to be collected in order to establish the effectiveness of the program, highlight successes, and emphasize barriers and gaps so that program improvements can be made. This section will be amended for FY2023.

5. Contract Management/Accounting.

a. Submit monthly invoices for payment.

b. Attend monthly meetings with HCA DBHR program administrator to discuss project contract requirements, compliance, problem-solving and attend trainings.

c. Contractor will cooperate with periodic site visits by the HCA DBHR program administrator or designee and make all relevant records and personnel available, provided all personnel making site visits will submit information in advance and pass a basic security background prior to the site visit. Additionally, all HCA personnel accessing will be asked to sign an acknowledgement that the Whatcom County Sheriff's Office/Corrections has a "No Hostage" policy.

d. Submit a monthly report as detailed in the Deliverables Table with the invoice to the HCA DBHR program administrator.

FY2022 Contract Deliverables Table			
Activity	Deliverable	Due Date	Payment
Submit monthly progress reports with A-19 invoice	Report must include: report described in Section 4b above, status of hiring staff, status of MOUD purchases and other supplies requested in the budget, core components (Section 2) being met or progress towards meeting the core components, barriers and successes, technical assistance and training participation, staff changes and additional information as needed.	Monthly: Reports due on the 10th of every month beginning with April 10, 2022.	Cost reimbursement of monthly incurred expenses. A-19 should be submitted monthly with the monthly report as deliverable. **Total payment for March 1, 2022 – June 30, 2022 shall not exceed $149,839**

6. Billing and Payment.

a. This contract total is for $149,839 and is for services rendered between March 1, 2022 and June 30, 2022.

b. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by HCA. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the program administrator, Rachel Meade, Rachel.meade@hca.wa.gov, by the Contractor monthly. The invoices shall describe and document to HCA's satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. Payments shall be in accordance with delivery and approval of deliverables as outlined in the Deliverables Table.

c. Payment. Payment shall be considered timely if made by HCA within thirty (30) days after receipt and acceptance by HCA of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. HCA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

d. Claims for payment submitted by the Contractor to HCA for amounts due and payable under this agreement that were incurred prior to the expiration date shall be paid by HCA if received by HCA within 90 days after the expiration date.

e. HCA shall not reimburse the Contractor for any fees and expenses which exceed the maximum consideration of this contract.

DocuSign

Certificate Of Completion

Envelope Id: 44156CEB1C314378B4EC6742BFC1CDE1
Subject: DocuSign NOTIFICATION: Contract K5893 with Whatcom County Corrections
Source Envelope:
Document Pages: 48
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Meagan Metzger
626 8th Ave SE
Olympia, WA 98501
meagan.metzger@hca.wa.gov
IP Address: 147.55.193.148

Record Tracking

Status: Original
3/14/2022 4:15:22 PM

Holder: Meagan Metzger
meagan.metzger@hca.wa.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Rachelle Amerine rachelle.amerine@hca.wa.gov Contracts Administrator CloudPWR OBO Washington State Health Care Authority-Sub Account Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Rachelle Amerine 71E17FEBBC774E7... Signature Adoption: Pre-selected Style Using IP Address: 147.55.193.81	Sent: 3/14/2022 4:22:32 PM Viewed: 3/15/2022 12:15:18 PM Signed: 3/15/2022 12:15:44 PM
Tyler Schroeder Tschroed@co.whatcom.wa.us Deputy Executive Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/15/2022 6:48:03 PM ID: 7ad2b63b-da11-4378-b210-bc928b4a9b36	DocuSigned by: Tyler Schroeder 37FDD0279D2E4D2... Signature Adoption: Pre-selected Style Using IP Address: 172.58.43.206 Signed using mobile	Sent: 3/15/2022 3:58:34 PM Viewed: 3/15/2022 6:48:03 PM Signed: 3/15/2022 6:48:48 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rachel Meade rachel.meade@hca.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/14/2022 4:22:32 PM

Carbon Copy Events	Status	Timestamp
Kim French Kimberly.French@hca.wa.gov Health Care Authority Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/27/2020 2:58:44 PM ID: 120092ae-eaf8-4a5f-8752-c5c86a7cdcf0	COPIED	Sent: 3/14/2022 4:22:32 PM
Wendy Jones Wjones@co.whatcom.wa.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/15/2022 1:06:32 PM ID: bf9f1dd4-c649-4a5d-bcf7-d005b3858a68	COPIED	Sent: 3/15/2022 3:58:37 PM Viewed: 3/15/2022 3:59:16 PM
HCA Financial Services FINANCIALSVC@HCA.WA.GOV Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/15/2022 6:48:51 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/14/2022 4:22:32 PM
Certified Delivered	Security Checked	3/15/2022 6:48:03 PM
Signing Complete	Security Checked	3/15/2022 6:48:48 PM
Completed	Security Checked	3/15/2022 6:48:51 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CloudPWR OBO Washington State Health Care Authority-Sub Account (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CloudPWR OBO Washington State Health Care Authority-Sub Account:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: todd.stone@hca.wa.gov

To advise CloudPWR OBO Washington State Health Care Authority-Sub Account of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at todd.stone@hca.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CloudPWR OBO Washington State Health Care Authority-Sub Account

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to todd.stone@hca.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CloudPWR OBO Washington State Health Care Authority-Sub Account

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to todd.stone@hca.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CloudPWR OBO Washington State Health Care Authority-Sub Account as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CloudPWR OBO Washington State Health Care Authority-Sub Account during the course of your relationship with CloudPWR OBO Washington State Health Care Authority-Sub Account.

WHATCOM COUNTY:

Recommended for Approval:

Bill Elfo, Sheriff — Date: 04/08/22

Approved as to form:

Approved via email BW/LR 4.8.22
Brandon Waldron, Prosecuting Attorney — Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-284

File ID:	AB2022-284	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/04/2022	**Entered by:**	DDuling@co.whatcom.wa.us		
Department:	Sheriff's Office	**File Type:**	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and U.S. Department of Agriculture (USDA), Forest Service, for a part time Sheriff's Office Deputy to patrol Mt. Baker-Snoqualmie National Forest, in the amount of $21,773.14

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Contract

WHATCOM COUNTY
SHERIFF'S OFFICE
BILL ELFO
SHERIFF

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

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bill Elfo, Sheriff

DATE: May 3, 2022

SUBJECT: USDA Forest Service Agreement 19-LE-11060500-007
Modification Number 03 and Number 04
Whatcom County Contract # 201903039
Mt. Baker-Snoqualmie National Forest

Enclosed for your review and signature is one (1) original of Modification Number 03 and Modification Number 04 to Cooperative Law Enforcement Agreement (Whatcom County Contract #201903039) and Exhibit A 2022 Mt. Baker-Snoqualmie National Forest Annual Operating and Financial Plan for the subject agreement between Whatcom County Sheriff's Office and USDA Forest Service, Mt. Baker-Snoqualmie National Forest.

Background and Purpose
This agreement is for Whatcom County Sheriff's Office (WCSO) to provide one part-time deputy whose primary assignment is to patrol all roads in the Mt. Baker-Snoqualmie National Forest that are within the boundaries of Whatcom County.

Modification Number 03 incorporates Annual Operating Plan for 2022 with initial $21,773.14 for estimated performance period March 1, 2022 through December 31, 2022.

Modification Number 04 provides an additional $34,986.86 for combined total of $56,760 and revises the WCSO billing rates.

Funding Amount and Source
Annual funding of $56,760.00 from USDA Forest Service.

Differences from Previous Contract
No change from last year's funding.

Please contact Undersheriff Doug Chadwick at extension 6618 if you have any questions or concerns regarding the terms of this agreement.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	35 Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	3520 Bureau of LE & Investigations / 352020 Patrol and Overtime
Contract or Grant Administrator:	Doug Chadwick, Undersheriff
Contractor's / Agency Name:	U.S. Department of Agriculture (USDA), Forest Service

Is this a New Contract? Yes ○ No ◉
If not, is this an Amendment or Renewal to an Existing Contract? Yes ◉ No ○
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201903039

Does contract require Council Approval? Yes ◉ No ○ If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes ○ No ◉ If yes, grantor agency contract number(s): _____ CFDA#: _____

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

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

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

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Goods and services provided due to an emergency
- ☐ Contract work is for less than $100,000.
- ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Contract work is for less than 120 days.
- ☐ Work related subcontract less than $25,000.
- ☒ Interlocal Agreement (between Governments).
- ☐ Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
$ 21,773.14

This Amendment Amount:
$ _____

Total Amended Amount:
$ 21,773.14

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

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

Summary of Scope:

This contract amendment continues the cooperative effort between Whatcom County and USDA Forest Service to enhance state and local law enforcement in connection with activities on National Forest System lands. The USDA Forest Service will provide funds for one part-time Sheriff's Office Deputy to Patrol Mt. Baker-Snoqualmie National Forest.

Term of Contract: March 1, 2022	Expiration Date: December 31, 2022

Contract Routing:

1. Prepared by:	Donna Duling AMP	Date:	3/18/22
2. Attorney signoff:	Approved via email BW/DD	Date:	3/18/22
3. AS Finance reviewed:	Approved via email BB/DD	Date:	3/18/22
4. IT reviewed (if IT related):		Date:	
5. Contractor signed:		Date:	
6. Submitted to Exec.:		Date:	
7. Council approved (if necessary):		Date:	
8. Executive signed:		Date:	
9. Original to Council:		Date:	

Last edited 07/06/20

USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
19-LE-11060500-007 (Cooperative Law Enforcement)	201903039-3	003

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Mt. Baker-Snoqualmie National Forest 2930 Wetmore Avenue, Suite 3A Everett, WA 98201	Mt. Baker-Snoqualmie National Forest 2930 Wetmore Avenue, Suite 3A Everett, WA 98201
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Whatcom County 311 Grand Avenue STE 503 Bellingham, WA 98225-4050	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☐	CHANGE IN PERFORMANCE PERIOD:
☒	CHANGE IN FUNDING: Add funding for 2022 Annual Operating Plan in the amount of $21,773.14*.
☐	ADMINISTRATIVE CHANGES:
☒	OTHER (Specify type of modification): See Exhibit A – 2022 Annual Operating and Financial Plan

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

* Due to Continuing Resolution current obligation amount reflects authorized spending. Additional commitment may be obligated upon final budget approval, after February 18, 2022. Will modify the AOP once notified by budget officer.

10. ATTACHED DOCUMENTATION (Check all that apply):

☐	Revised Scope of Work
☐	Revised Financial Plan
☒	Other: Exhibit A: 2022 Annual Operating and Financial Plan

USDA Forest Service

OMB 0596-0217
FS-1500-19

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. WHATCOM COUNTY SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
BM Elfo (Signature of Signatory Official)	5-4-2022	(Signature of Signatory Official)	
11.E. NAME (type or print): BILL ELFO		11.F. NAME (type or print): JODY L. WEIL	
11.G. TITLE (type or print): Sheriff, Whatcom County		11.H. TITLE (type or print): Forest Supervisor, Mt. Baker-Snoqualmie National Forest	

11.I. WHATCOM COUNTY SIGNATURE	11.J. DATE SIGNED	11.K. U.S. FOREST SERVICE SIGNATURE	12.L. DATE SIGNED
Approved via email 'Bio/ISD' (Signature of Signatory Official)	3/18/22	C CORIELL Digitally signed by C CORIELL Date: 2022.02.15 16:00:05 -08'00' (Signature of Signatory Official)	
11.M. NAME (type or print): BRANDON WALDRON		11.N. NAME (type or print): JOHN BYAS	
11.O. TITLE (type or print): Civil Deputy Prosecuting Attorney, Whatcom County		11.P. TITLE (type or print): Special Agent in Charge, Pacific Northwest Region	

11.S. WHATCOM COUNTY SIGNATURE	11.T. DATE SIGNED
(Signature of Signatory Official)	
11.W. NAME (type or print): SATPAL SIDHU	
11.Y. TITLE (type or print): Executive, Whatcom County	

12. G&A REVIEW

12.A. **The authority and format of this modification (19-LE-11060500-007 M3) have been reviewed and approved for signature by:**	12.B. DATE SIGNED
AMY VERELLEN Digitally signed by AMY VERELLEN Date: 2022.01.31 15:41:57 -08'00' AMY D. VERELLEN U.S. Forest Service Grants & Agreements Specialist	

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 19-LE-11060500-007 M3
Cooperator Agreement No. 201903039-3

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between
WHATCOM COUNTY
And the
USDA, FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST

2022 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between Whatcom County, hereinafter referred to as "Whatcom County," and the USDA, Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #19-LE-11060500-007 executed on July 9, 2019. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning March 1, 2022 and ending December 31, 2022.

*Current 2022 Year Obligation: $21,773.14
***2022 Total Annual Operating Plan: $21,773.14**
** Due to Continuing Resolution current obligation amount reflects authorized spending. Additional commitment may be obligated upon final budget approval, after February 18, 2022. for beginning work amount available of $21,773.14.

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts

Whatcom County Program Contact	Whatcom County Administrative Contact
Bill Elfo, Sheriff, Whatcom County 311 Grand Avenue Bellingham, WA 98225-4078 Phone: 360-778-6600 Email: belfo@co.whatcom.wa.us	Doug Chadwick, Undersheriff, Whatcom Co. 311 Grand Avenue Bellingham, WA 98225-4078 Phone: 360-778-6601 Email: dchadwic@co.whatcom.wa.us
	Dawn Pierce, Sr. Administrative Assistant Phone: 360-778-6606 Email: dpierce@co.whatcom.wa.us Email: SheriffAccounting@co.whatcom.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Grants and Agreement Contact
James V. Griffin, Patrol Captain PNW Region 6 LEI, NWWZ Everett, WA 98201 Phone: 425-783-6090 Email: james.griffin@usda.gov	Cynthia Moscoso, 215 Melody Lane Wenatchee, WA 98801 Phone: 509-664-9386 Email: cynthia.moscoso@usda.gov
U.S. Forest Service Administrative Contact	
Cindy Orlando, Program Assistant PNW Region 6 LEI, NWWZ Olympia, WA 98512 Phone: 360-956-2286 Email: cindy.orlando@usda.gov	

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage rate at **$0.56**/mile patrolled

Wages and benefits will be billed at **actual overtime rates plus associated payroll costs. Rates will vary based on officer experience level.**

Approximate wages for a new deputy at the prevailing overtime rate of $52.85/hour plus fringe benefits of $8.68/hour for a total rate of **$61.53**/hour.

Approximate wages for a senior deputy/sergeant at the prevailing overtime rate of $83.75/hour plus fringe benefits of $12.77/hour for a total rate of **$96.52**/hour.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Whatcom County and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. Patrols will be in those areas utilized by the visiting public such as administered recreation sites, dispersed recreation sites, buildings and boat launching facilities.

1. Patrol all roads in the Mt. Baker-Snoqualmie National Forest that are located within the boundaries of Whatcom County, Washington.

2. Patrol in the following campgrounds, trailheads, developed sites, or dispersed areas, active logging and firewood cutting areas, and unplanned seasonal special emphasis areas.

Total reimbursement for this category shall not exceed the amount of **$21,773.14**.

B. Specific workdays and core hours on the ground will be determined by Whatcom County with concurrence by the U.S. Forest Service at least five days prior to the schedule taking effect. It is expected that patrols will include Saturday, Sunday, and Holidays on National Forest System (NFS) lands, for the period of the agreement, or until such time as funding is exhausted.

C. Whatcom county will assign one part-time officer with a fully equipped and marked Whatcom County Sheriff's Office vehicle, suitable for patrol of forest areas.

D. Reports relating to incidents or crimes that have occurred on National Forest System (NFS) lands should be collectively submitted to the U.S. Forest Service Law Enforcement on a quarterly basis. Reports relating to severe or major incidents or crimes should also be submitted individually, as soon as possible.

E. Whatcom County shall notify the U.S. Forest Service, as soon as possible, of all search and rescues occurring on NFS lands. Deputies assigned to this agreement an perform preliminary search and rescue duties, but Whatcom County shall furnish another Deputy for lengthy missions.

F. Patrols should be variable, and Deputies should plan routes making them more visible after sunset, especially during peak use months (generally May through September).

G. The U.S. Forest Service shall loan Whatcom County one portable radio and one mobile radio for communication purposes. *See Provision IV.K in agreement.*

H. Whatcom County will be responsible for the installation and maintenance of radio equipment. In the event this agreement is cancelled, the radios will be returned to the USDA Forest Service.

III. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

A. Whatcom County will submit invoices on a quarterly basis for reimbursement of services provided under Section II of this Operating Plan, and as outlined in *Cooperative Law Enforcement Agreement Provisions II-H and III-B.*

Submit invoices by email: SM.FS.asc_ga@usda.gov
Copy to U.S. Forest Service Contacts (See Section I.A.)

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$21,773.14	N/A
Training		
Equipment		
Special Enforcement Situations		
Total	**$21,773.13**	**N/A**

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written above.

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

_____

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

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-285

File ID:	AB2022-285	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/04/2022	**Entered by:**	DDuling@co.whatcom.wa.us		
Department:	Sheriff's Office	**File Type:**	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and U.S. Department of Agriculture (USDA), Forest Service, for a part-time Sheriff's Office Deputy to patrol Mt.Baker-Snoqualmie National Forest, in the amount of $34,986.86

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Contract

WHATCOM COUNTY
SHERIFF'S OFFICE
BILL ELFO
SHERIFF

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

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bill Elfo, Sheriff

DATE: May 3, 2022

SUBJECT: USDA Forest Service Agreement 19-LE-11060500-007
Modification Number 03 and Number 04
Whatcom County Contract # 201903039
Mt. Baker-Snoqualmie National Forest

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Background and Purpose
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Modification Number 03 incorporates Annual Operating Plan for 2022 with initial $21,773.14 for estimated performance period March 1, 2022 through December 31, 2022.

Modification Number 04 provides an additional $34,986.86 for combined total of $56,760 and revises the WCSO billing rates.

Funding Amount and Source
Annual funding of $56,760.00 from USDA Forest Service.

Differences from Previous Contract
No change from last year's funding.

Please contact Undersheriff Doug Chadwick at extension 6618 if you have any questions or concerns regarding the terms of this agreement.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	35 Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	3520 Bureau of LE & Investigations / 352020 Patrol and Overtime
Contract or Grant Administrator:	Doug Chadwick, Undersheriff
Contractor's / Agency Name:	U.S. Department of Agriculture (USDA), Forest Service

Is this a New Contract? Yes ○ No ◉ If not, is this an Amendment or Renewal to an Existing Contract? Yes ◉ No ○
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201903039

Does contract require Council Approval? Yes ◉ No ○ If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes ○ No ◉ If yes, grantor agency contract number(s): _____ CFDA#: _____

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

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

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

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Goods and services provided due to an emergency
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- ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Contract work is for less than 120 days.
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- ■ Interlocal Agreement (between Governments).
- ☐ Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
$ 21,773.14

This Amendment Amount:
$ 34,986.86

Total Amended Amount:
$ 56,760.00

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

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

Summary of Scope:

This contract amendment revises the budget amount, adding $34,986.86 and updates the billing rate. The USDA Forest Service provides funds for one part-time Sheriff's Office Deputy to Patrol Mt. Baker-Snoqualmie National Forest.

Term of Contract: March 1, 2022	Expiration Date: December 31, 2022

Contract Routing:

1. Prepared by: Donna Duling DMP Date: 4/22/22
2. Attorney signoff: approved via email BW/DD Date: 4/22/22
3. AS Finance reviewed: approved via email BB/DD Date: 4/22/22
4. IT reviewed (if IT related): _____ Date: _____
5. Contractor signed: _____ Date: _____
6. Submitted to Exec.: _____ Date: _____
7. Council approved (if necessary): _____ Date: _____
8. Executive signed: _____ Date: _____
9. Original to Council: _____ Date: _____

Last edited 07/06/20

USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	2+Att

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
19-LE-11060500-007(Cooperative Law Enforcement)	201903039-4	004

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Mt. Baker-Snoqualmie National Forest 2930 Wetmore Avenue, Suite 3A Everett, WA 98201	Mt. Baker-Snoqualmie National Forest 2930 Wetmore Avenue, Suite 3A Everett, WA 98201
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Whatcom County 311 Grand AVE STE 503 Bellingham, Washington 98225-4050	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☐	CHANGE IN PERFORMANCE PERIOD:
☒	CHANGE IN FUNDING: Add funding for 2022 Annual Operating Plan in the amount of $34,986.86.
☐	ADMINISTRATIVE CHANGES:
☒	OTHER (Specify type of modification): See Exhibit A.4 – 2022 Annual Operating and Financial Plan

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed): This modification to the agreement with Whatcom County Sherriff Office (WCSO) will add funds in the amount of $34,986.86 for a revised total $56,760.00 for current 2022 Operating period. See the attachment Operating and Financial Plan, Exhibit A.4. All previous funds remain available for expenditure.

10. ATTACHED DOCUMENTATION (Check all that apply):

☐	Revised Scope of Work
☐	Revised Financial Plan
☒	Other: Exhibit A.4: 2022 Annual Operating and Financial Plan

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. WCSO SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
See AOP for Signatures (Signature of Signatory Official)		**See AOP for Signatures** (Signature of Signatory Official)	
11.E. NAME (type or print): BILL ELFO		11.F. NAME (type or print): JODY L. WEIL	
11.G. TITLE (type or print): Sheriff, Whatcom County		11.H. TITLE (type or print): Forest Supervisor, Mt. Baker-Snoqualmie National Forest	

11. SIGNATURES (continued)

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.I. WCSO SIGNATURE	11.J. DATE SIGNED	11.K. U.S. FOREST SERVICE SIGNATURE	12.L. DATE SIGNED
See AOP for Signatures		**See AOP for Signatures**	
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.M. NAME (type or print): BRANDON WALDRON		11.N. NAME (type or print): ALEX LOMVARDIAS	
11.O. TITLE (type or print): Civil Deputy Prosecuting Attorney, Whatcom County		11.P. TITLE (type or print): Acting Special Agent in Charge, Pacific Northwest Region	

11.S. WHATCOM COUNTY SIGNATURE	11.T. DATE SIGNED
See AOP for Signatures	
(Signature of Signatory Official)	
11.W. NAME (type or print): SATPAL SIDHU	
11.Y. TITLE (type or print): Executive, Whatcom County	

12. G&A REVIEW

12.A. **The authority and format of this modification have been reviewed and approved for signature by:**

CYNTHIA MOSCOSO Digitally signed by CYNTHIA MOSCOSO
Date: 2022.04.01 11:30:52 -07'00'

CYNTHIA L. MOSCOSO (Mod 004; 19-LE-11060500-007)

U.S. Forest Service Grants & Agreements Specialist

12.B. DATE SIGNED

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 19-LE-11060500-007M4
Cooperator Agreement No. 201903039-4

EXHIBIT A.4

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between
WHATCOM COUNTY
And the
USDA, FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST

2022 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between Whatcom County, hereinafter referred to as "Whatcom County," and the USDA, Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #19-LE-11060500-007 executed on July 9, 2019. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period ending December 31, 2022.

Current 2022 Year Obligation: $21,773.14
Additional Funding: $34,986.86
2022 Total Annual Operating Plan: $56,760.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts

Whatcom County Program Contact	Whatcom County Administrative Contact
Bill Elfo, Sheriff, Whatcom County 311 Grand Avenue Bellingham, WA 98225-4078 Phone: 360-778-6600 Email: belfo@co.whatcom.wa.us	Doug Chadwick, Undersheriff, Whatcom Co. 311 Grand Avenue Bellingham, WA 98225-4078 Phone: 360-778-6601 Email: dchadwic@co.whatcom.wa.us
	Dawn Pierce, Sr. Administrative Assistant Phone: 360-778-6606 Email: dpierce@co.whatcom.wa.us Email: SheriffAccounting@co.whatcom.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Grants and Agreement Contact
James V. Griffin, Patrol Captain PNW Region 6 LEI, NWWZ Everett, WA 98201 Phone: 425-783-6090 Email: james.griffin@usda.gov	Cynthia Moscoso, Lead Grants Management Specialist Region 6 Grants and Agreements Wenatchee, WA 98801 Phone: 541-383-5541 Email: lori.gorton@usda.gov
U.S. Forest Service Administrative Contact	
Cindy Orlando, Program Assistant PNW Region 6 LEI, NWWZ Olympia, WA 98512 Phone: 360-956-2286 Email: cindy.orlando@usda.gov	

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$97.40/hour Total Composite Hourly Billing Rate for a senior deputy/sergeant at the prevailing regular rate of $56.04/hour plus fringe benefits of $41.36/hour.

$75.62/hour Total Composite Hourly Billing Rate (subject to change during the term of this agreement) includes: $45.83 /hour plus fringe benefits $29.79/hour (for deputy assigned to U.S. Forest Service Patrols).

Wages and benefits will be billed at actual regular rates plus associated payroll costs. Rates will vary based on officer experience level.

Mileage: actual miles will be billed at mileage reimbursement rate **$0.585** per mile

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Whatcom County and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. Patrols will be in those areas utilized by the visiting public such as administered recreation sites, dispersed recreation sites, buildings and boat launching facilities.

1. Patrol all roads in the Mt. Baker-Snoqualmie National Forest that are located within the boundaries of Whatcom County, Washington.

2. Patrol in the following campgrounds, trailheads, developed sites, or dispersed areas, active logging and firewood cutting areas, and unplanned seasonal special emphasis areas.

Total reimbursement for this category shall not exceed the amount of **$56,760.00.**

B. Specific workdays and core hours on the ground will be determined by Whatcom County with concurrence by the U.S. Forest Service at least five days prior to the schedule taking effect. It is expected that patrols will include Saturday, Sunday, and Holidays on National Forest System (NFS) lands, for the period of the agreement, or until such time as funding is exhausted.

C. Whatcom county will assign one part-time officer with a fully equipped and marked Whatcom County Sheriff's Office vehicle, suitable for patrol of forest areas.

D. Reports relating to incidents or crimes that have occurred on National Forest System (NFS) lands should be collectively submitted to the U.S. Forest Service Law Enforcement on a quarterly basis. Reports relating to severe or major incidents or crimes should also be submitted individually, as soon as possible.

E. Whatcom County shall notify the U.S. Forest Service, as soon as possible, of all search and rescues occurring on NFS lands. Deputies assigned to this agreement an perform preliminary search and rescue duties, but Whatcom County shall furnish another Deputy for lengthy missions.

F. Patrols should be variable, and Deputies should plan routes making them more visible after sunset, especially during peak use months (generally May through September).

G. The U.S. Forest Service shall loan Whatcom County one portable radio and one mobile radio for communication purposes. *See Provision IV.K in agreement.*

H. Whatcom County will be responsible for the installation and maintenance of radio equipment. In the event this agreement is cancelled, the radios will be returned to the USDA Forest Service.

III. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated

representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Whatcom County whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

A. Whatcom County will submit invoices on a quarterly basis for reimbursement of services provided under Section II of this Operating Plan, and as outlined in *Cooperative Law Enforcement Agreement Provisions II-H and III-B.*

Submit invoices by email: SM.FS.asc_ga@usda.gov

Email a Copy to U.S. Forest Service Contacts (See Section I.A.)

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$56,760.00	N/A
Training		
Equipment		
Special Enforcement Situations		
Total	**$56,760.00**	**N/A**

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

Bill Elfo 4/22/2022

BILL ELFO, Sheriff Date
Whatcom County

Approved via email BW/DD 4/22/22

BRANDON WALDRON, Civil Deputy Date
Prosecuting Attorney, Whatcom County

SATPAL SINGH SIDHU, Executive Date
County Executive, Whatcom County

STATE OF WASHINGTON)
) ss
)

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

_____

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

JODY L. WEIL, Forest Supervisor Date
USDA Forest Service, Mt. Baker-Snoqualmie NF

Digitally signed by ALEXANDER LOMVARDIAS
Date: 2022.04.04 09:55:18 -07'00'

ALEX LOMVARDIAS, Acting Special Agent in Charge Date
USDA Forest Service, Pacific Northwest Region 6

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-286

File ID:	AB2022-286	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/05/2022	**Entered by:**	DDuling@co.whatcom.wa.us		
Department:	Sheriff's Office	**File Type:**	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and U.S. Department of Agriculture (USDA), Forest Service, for overtime patrols, in the amount of $21,900.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Contract

WHATCOM COUNTY
SHERIFF'S OFFICE
BILL ELFO
SHERIFF

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

MEMORANDUM

TO: Satpal S. Sidhu, County Executive

FROM: Bill Elfo, Sheriff

DATE: May 3, 2022

SUBJECT: USDA Forest Service Agreement 22-LE-11060500-015
Baker Lake Recreation Area Patrols 2022-2026

Enclosed for your review and signature is one original of Cooperative Law Enforcement Agreement and Exhibit A 2022 Baker Lake Recreation Area Annual Operating and Financial Plan for the subject agreement between Whatcom County Sheriff's Office and USDA Forest Service, Mt. Baker-Snoqualmie National Forest.

Background and Purpose
This agreement is for Whatcom County Sheriff's Office law enforcement overtime patrol services in the Baker Lake Recreation Area to ensure protection of Government property and general safety of the public on Forest Service lands during peak periods of public use. The agreement is for a five-year period. Peak periods are between Memorial Day and Labor Day each year.

Funding Amount and Source
2022 funding of $21,900.00 from USDA Forest Service.

Please contact Undersheriff Doug Chadwick at extension 6618 if you have any questions or concerns regarding the terms of this agreement.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	3520 Bureau of LE & Investigations / 352020 Patrol and Overtime
Contract or Grant Administrator:	Doug Chadwick, Undersheriff
Contractor's / Agency Name:	U.S. Department of Agriculture, Forest Service

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

Does contract require Council Approval? Yes ◉ No ○ If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes ○ No ◉ If yes, grantor agency contract number(s): _____ CFDA#: _____

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

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

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

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Goods and services provided due to an emergency
- ☐ Contract work is for less than $100,000.
- ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Contract work is for less than 120 days.
- ☐ Work related subcontract less than $25,000.
- ☒ Interlocal Agreement (between Governments).
- ☐ Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
$ 21,900.00

This Amendment Amount:
$ _____

Total Amended Amount:
$ $21,900.00

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

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

Summary of Scope:

This agreement is for Whatcom County Sheriff's Office law enforcement overtime patrol services in the Baker Lake Recreation Area to ensure protection of Government property and general safety of the public on Forest Service lands during peak periods of public use. Patrols shall be performed when requested by the Forest Service.

Term of Contract: 5/27/22	Expiration Date: 12/31/26

Contract Routing:

1. Prepared by: D.Duling DMP Date: 5/2/22
2. Attorney signoff: Approved via email BW/DD Date: 5/2/22
3. AS Finance reviewed: Approved via email BB/DD Date: 5/3/22
4. IT reviewed (if IT related): _____ Date: _____
5. Contractor signed: _____ Date: _____
6. Submitted to Exec.: _____ Date: _____
7. Council approved (if necessary): _____ Date: _____
8. Executive signed: _____ Date: _____
9. Original to Council: _____ Date: _____

Last edited 07/06/20

FS Agreement No. 22-LE-11060500-015

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between
WHATCOM COUNTY
And The
USDA, FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between Whatcom County, hereinafter referred to as "Whatcom County," and the USDA, Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Whatcom County has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Baker Lake Recreation Area Patrols

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Whatcom County for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*

B. Ensure that the officers/agents of Whatcom County performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.

C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.

D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.

E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.

F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.

G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.

H. Bill the U.S. Forest Service for Whatcom County's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*

I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

III. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.

B. Reimburse Whatcom County for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Whatcom County's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: SM.FS.asc_ga@usda.gov

Send copy to:

Cindy Orlando
Program Assistant
USDA, Forest Service
PNW R6 LEI, NWWZ
E-Mail: cindy.orlando@usda.gov

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Bill Elfo, Sheriff 311 Grand Avenue Bellingham, WA 98225-4078 Telephone: 360-778-6600 Email: belfo@co.whatcom.wa.us	Doug Chadwick, Undersheriff 311 Grand Avenue Bellingham, WA 98225-4078 Telephone: 360-778-6601 Email: dchadwick@co.whatcom.wa.us

Dawn Pierce, Sr. Administrative Assistant Telephone: 360-778-6606 Email: dpierce@co.whatcom.wa.us Email: SheriffAccounting@co.whatcom.wa.us

Principal USDA Forest Service Contacts:

USDA Forest Service Program Manager Contact	USDA Forest Service Administrative Contact
James V. Griffin, Patrol Captain PNW Region 6 LEI, NWWZ 2930 Wetmore Ave, Suite 3A Everett, WA 98201 Telephone: 425-783-6090 Email: james.griffin@usda.gov	Cindy Orlando, Program Assistant PNW Region 6 LEI, NWWZ 1835 Black Lake Blvd SW Olympia, WA 98512 Telephone: 360-956-2286 Email: cindy.orlando@usda.gov
USDA Forest Service Grants and Agreements Contact	
Cynthia Moscoso Grants and Agreements Specialist Region 6 Grants and Agreements 215 Melody Lane Wenatchee, WA 98801 Telephone: 509-664-9231 Email: cynthia.moscoso@usda.gov	

C. An Annual Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.

D. This agreement has no effect upon Whatcom County's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:

1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.

2. Specific beginning and ending dates.

3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.

4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.

5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.

6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*

7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.

8. A review and signature of a U.S. Forest Service Agreements Coordinator.

F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.

G. The officers/agents of Whatcom County performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Whatcom County. Law enforcement provided by Whatcom County and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.

H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

I. Whatcom County 's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.

J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Whatcom County for only the additional activities requested and not for activities that are regularly performed by Whatcom County.

K. Reimbursement may include the costs incurred by Whatcom County in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan,

an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Whatcom County is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Whatcom County shall ensure adequate safeguards and controls exist to protect loss or theft. Whatcom County shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Whatcom County is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Whatcom County for and/or transferred to Whatcom County under the AD-107 process or equivalent.

L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of $5,000.00, purchased by Whatcom County using any Federal funding. Upon expiration of this agreement Whatcom County shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.

M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Whatcom County's purchase of equipment or supplies.

N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Whatcom County in excess of the amount to which Whatcom County is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.

2. Withholding advance payments otherwise due to Whatcom County.

3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated

Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

S. This agreement in no way restricts the U.S. Forest Service or Whatcom County from participating in similar activities with other public or private agencies, organizations, and individuals.

T. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

U. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

V. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2026.

W. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

Bill Elfo 5.5.2022

BILL ELFO, Sheriff
Whatcom County

Date

Approved via email BLW/DD 5/2/22

BRANDON WALDRON, Civil Deputy
Prosecuting Attorney, Whatcom County

Date

SATPAL SIDHU, Executive
Whatcom County

Date

STATE OF WASHINGTON)
) ss
)

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

_____

NOTARY PUBLIC in and for the State of Washington
Residing at_____.
My commission expires_____.

JODY L WEIL, Forest Supervisor
USDA Forest Service, Mt. Baker-Snoqualmie NF

Date

C. Andrew Coriell

Digitally signed by C. Andrew Coriell
Date: 2022.03.23 09:12:43 -07'00'

ALEX LOMVARDIAS, Acting Special Agent in Charge
USDA Forest Service, Pacific Northwest Region 6

Date

The authority and format of this agreement (22-LE-11060500-015) have been reviewed and approved for signature.

KELLY UNDERWOOD

Digitally signed by KELLY UNDERWOOD
Date: 2022.03.07 14:32:35 -08'00'

KELLY M. UNDERWOOD,
USDA Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FS Agreement No. 22-LE-11060500-015
Cooperator Agreement No. _____

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between
WHATCOM COUNTY
And the
USDA, FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST

2022 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between Whatcom County, hereinafter referred to as "Whatcom County," and the USDA, Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #22-LE-11060500-015 executed on date of last signature. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning May 27, 2022 and ending September 30, 2022.

CY22 Total Annual Operating Plan: $21,900.00

This agreement is to ensure protection of Government property and the general safety of the public on Forest Service lands during peak periods of public use. This agreement is for Whatcom County Sheriff's Office law enforcement patrol services in the Baker Lake Recreation Area.

Objectives for Law Enforcement Patrols (LEP) in Baker Basin: Address issues that arise because of visitors attracted to the reservoir and its immediate environs because of the existence of the Baker Hydro Project.

Provide adequate law enforcement coverage during the prescribed period of time in an effort to increase the presence and visibility of law enforcement within the project area. By having a variety of law enforcement resources assigned to work the project area, the ability to actively patrol, educate, deter, and investigate violations of Federal and State laws and regulations will be increased, and thus the likelihood of gaining compliance from the visiting public. Additionally, with a collaborative approach to enforcement operations, coverage within the project area is sufficient to meet the needs of the LEP.

Law enforcement operations include but are not limited to handling a variety of criminal complaints, illegal drug and alcohol use, traffic violations, public health and safety issues, medical resource protection, public education and fire.

Furthermore, the collaborative efforts will address the increased visitation and attendant effects of sockeye season to include:

1. Traffic, parking
2. Boater/camper use and timing conflicts
3. Crowding and safety on and off the water
4. Emergencies, especially on the east side, and on the water, which may be time sensitive
5. Resource impacts – general use and misuse of developed and dispersed facilities
6. Boats anchoring in the lake in the dark w/o lights
7. Boaters travelling too fast
8. Boats not using the correct ramp for their size (i.e., only Kulshan and Swift Creek are appropriate for large boats and trailers)
9. Boats coming from a wide geographical area requiring invasive species inspections and education
10. Trash, human waste, bear and wildlife management
11. Violations of state boating and fishing regulations
12. Enforcement of delineated no-wake zones, swim areas, loon platforms

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Whatcom County Program Contact	Whatcom County Administrative Contact
Bill Elfo, Sheriff Whatcom County Sheriff's Office 311 Grand Avenue Bellingham, WA 98225-4078 Telephone: 360-778-6600 Email: belfo@co.whatcom.wa.us	Doug Chadwick, Undersheriff Whatcom County Sheriff's Office 311 Grand Avenue Bellingham, WA 98225-4078 Telephone: 360-778-6601 Email: dchadwick@co.whatcom.wa.us
Dawn Pierce, Sr. Administrative Assistant Telephone: 360-778-6606 Email: dpierce@co.whatcom.wa.us Email: SheriffAccounting@co.whatcom.wa.us	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Grants and Agreement Contact
James V. Griffin, Patrol Captain PNW Region 6 LEI, NWWZ 2930 Wetmore Ave, Suite 3A Everett, WA 98201 Telephone: 425-783-6090 Email: james.griffin@usda.gov	Cynthia Moscoso Grants Management Specialist Region 6 Grants and Agreements 215 Melody Lane Wenatchee, WA 98801 Telephone: 509-664-9231 Email: cynthia.moscoso@usda.gov
U.S. Forest Service Administrative Contact	
Cindy Orlando, Program Assistant PNW Region 6 LEI, NWWZ 1835 Black Lake Blvd SW Olympia, WA 98512 Telephone: 360-956-2286 Email: cindy.orlando@usda.gov	

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage rate at **$0.585**/mile patrolled

Wages and benefits will be billed at **actual overtime rates plus associated payroll costs. Rates will vary based on officer experience level.**

Approximate wages for a new deputy at the prevailing overtime rate of $52.85/hour plus fringe benefits of $8.68/hour for a total rate of **$61.53**/hour.

Approximate wages for a senior deputy/sergeant at the prevailing overtime rate of $83.75/hour plus fringe benefits of $12.77/hour for a total rate of **$96.52**/hour.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Whatcom County and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

a. Baker Lake Road from the county line north to the end, this should include checks at roadside dispersed campsites

b. Forest Road 1106 to Kulshan Campground and Boat Launch, continue across the dam for a couple miles
c. Spur Road of Forest Road 1106 to Depression Lake
d. Forest Road 1122 to area of Lower Sandy recreation area
e. Forest Road 1130 to Hot Springs
f. Forest Road 1152 across from Shannon Creek Campground for approximately 1 mile

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

a. Horseshoe Cove Campground
b. Bayview Campground
c. Boulder Creek Campground
d. Panorama Point Campground and Boat Launch
e. Park Creek Campground
f. Swift Creek Campground and Boat Launch
g. Shannon Creek Campground
h. Dispersed recreation sites adjacent to Baker Lake.

Total reimbursement for this category shall not exceed the amount of: **$21,900.00.**

B. Patrol services shall be provided from May 27, 2022 through September 30, 2022. Officers should use discretion when the weather is bad, or the activity level is otherwise low to adjust or even shorten their shift accordingly.

C. Reports relating to incidents or crimes that have occurred on National Forest Systems (NFS) lands should be collectively submitted to the U.S. Forest Service Law Enforcement on a quarterly basis. Reports relating to severe or major crimes should also be submitted individually, as soon as possible.

III. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Whatcom County whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special

Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

A. Whatcom county will submit invoices on a quarterly basis for reimbursement of services provided under Section II of this Operating Plan, and as outlined in *Cooperative Law Enforcement Agreement Provisions II-H and III-B.*

Submit invoices by Email: SM.FS.asc_ga@usda.gov
Copy to U.S. Forest Service Contacts (See Section I.A.).

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$21,900.00	$21,900.00
Training		
Equipment		
Special Enforcement Situations		
Total	**$21,900.00**	**$21,900.00**

C. Any remaining federally appropriated funding (this does not apply to funding from FERC license which is limited to one-year availability) in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

Bill Elfo 5.5.2022

BILL ELFO, Sheriff
Whatcom County — Date

Approved via email BW/DD 5/2/22

BRANDON WALDRON, Civil Deputy
Prosecuting Attorney, Whatcom County — Date

SATPAL SIDHU, Executive
Whatcom County — Date

STATE OF WASHINGTON)
) ss
)

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

_____

NOTARY PUBLIC in and for the State of Washington
Residing at_____.
My commission expires_____.

JODY L. WEIL, Forest Supervisor — Date
USDA Forest Service, Mt. Baker-Snoqualmie NF

C. Andrew Coriell
Digitally signed by C. Andrew Coriell
Date: 2022.03.10 11:48:16 -08'00'

ALEX LOMVARDIAS, Acting Special Agent in Charge — Date
USDA Forest Service, Pacific Northwest Region 6

The authority and format of this agreement (22-LE-11060500-015) have been reviewed and approved for signature.

KELLY UNDERWOOD
Digitally signed by KELLY UNDERWOOD
Date: 2022.03.07 14:34:21 -08'00'

KELLY M. UNDERWOOD, — Date
USDA Forest Service, Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-287

File ID:	AB2022-287	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/06/2022	**Entered by:**	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Regional Council (NWRC) for Medication for Opioid Use Disorder (MOUD) Nursing Services at the Whatcom County Jail and Work Center in the amount of $54,748.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Contract

WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF

PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bill Elfo, Sheriff

RE: Northwest Regional Council
Medication for Opioid Use Disorder (MOUD) Program Grant

DATE: April 27, 2022

Enclosed are two (2) originals of an agreement between Whatcom County and Northwest Regional Council (NWRC) for your review and signature.

- **Background and Purpose**

We were awarded a grant by WA State Heath Care Authority under the *Medication for Opioid Use Disorder (MOUD) in Jails* Program. This grant includes covering the cost of a nursing position. We already contract with NWRC for nursing services in the Jail and Work Center and this separate contract will allow them to hire an additional nurse specifically for the MOUD program.

- **Funding Amount and Source**

Funding is provided by a state HCA grant. The grant, a budget supplemental for the program expansion and this contract are being submitted concurrently at the May 24th Council Meeting. The amount for this contract is $54,748.00.

- **Differences from Previous Contract**

This is a new contract.

Please contact Wendy Jones at extension 6505, if you have any questions or concerns regarding the terms of this agreement.

Encl. (2)

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	Corrections / In Custody
Contract or Grant Administrator:	Wendy Jones
Contractor's / Agency Name:	North West Regional Council

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

Does contract require Council Approval? Yes (•) No ( ) If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes (•) No ( ) If yes, grantor agency contract number(s): K5893 CFDA#: N/A

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

Is this contract the result of a RFP or Bid process?
Yes ( ) No (•) If yes, RFP and Bid number(s): _____ Contract Cost Center: 118167

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

If YES, indicate exclusion(s) below:

- [■] Professional services agreement for certified/licensed professional.
- [ ] Goods and services provided due to an emergency
- [ ] Contract work is for less than $100,000.
- [ ] Contract for Commercial off the shelf items (COTS).
- [ ] Contract work is for less than 120 days.
- [ ] Work related subcontract less than $25,000.
- [ ] Interlocal Agreement (between Governments).
- [ ] Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
$ 54,748.00

This Amendment Amount:
$ _____

Total Amended Amount:
$ _____

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

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

Summary of Scope:

The Corrections Bureau received a grant from the Washington State Health Care Authority to expand our MOUD (Medication for Opioid Use Disorder) Program in the Jail. This Agreement will allow NWRC to assist us with expanding the MOUD program.

Term of Contract: 4 months	Expiration Date: June 30, 2022

Contract Routing:

1. Prepared by:	LR	Date: 04/27/22
2. Attorney signoff:	BW	Date: 5.5.22
3. AS Finance reviewed:	BB	Date: 5.5.22
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 07/06/20

Whatcom County Contract No.

_____

CONTRACT FOR SERVICES AGREEMENT
For MOUD (Medication for Opioid Use Disorder) Nursing Services at the Whatcom County Jail and Work Center

Northwest Regional Council, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County,** agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 12,
Exhibit A (Scope of Work), pp. 13,
Exhibit B (Compensation), pp. 14
Exhibit C (Certificate of Insurance)
Exhibit D (WSHCA MOUD Grant)

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

The initial term of this Agreement shall commence on March 1, 2022, regardless of date of signature and continue through June 30, 2022. This Agreement may be extended through July 31, 2028, by mutually agreed amendments, in whatever time increments the County deems appropriate. There will be no substantive changes in terms and conditions during these extensions unless specifically agreed to in writing.

The general purpose or objective of this Agreement is for NWRC to provide MOUD (Medication for Opioid Use Disorder) nursing services to inmates housed in the Whatcom County Jail and the Work Center, 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. Per ADS Finance, a separate contract is needed to provide these services under the auspices of State Grant K5893 under the authority of the Washington State Health Care Authority (HCA).

The maximum consideration for this initial term shall not exceed $54,748.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the indemnification provisions, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

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

CONTRACTOR:

Northwest Regional Council

_____
Amanda McDade, Executive Director

LAUREEN REID NOTARY PUBLIC 162167 COMMISSION EXPIRES 10-29-24 STATE OF WASHINGTON

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this 5 day of May, 2022, before me personally appeared Amanda McDade to me known to be the Executive Director of Northwest Regional Council and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

_____
NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham My commission expires 10.29.24

WHATCOM COUNTY:
Recommended for Approval:

BMJ 5.2.2022
Sheriff Bill Elfo Date

Approved as to form:

Approved via Email BW/LR 5.5.22
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

CONTRACTOR INFORMATION:

Northwest Regional Council
Amanda McDade, Executive Director
Kristine Glasgow, Operations Director/Jail Health Administrator
Address:
600 Lakeway Drive, Suite 100
Bellingham, WA 98225
Mailing Address:
Same as above
Contact Phone: 360-676-6749
Contact Fax: 360-738-2451
Contact Email: Kristine.glasgow@dshs.wa.gov

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 provisions 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 through July 31, 2028 by mutual written consent of the parties, in whatever time increments the County deems appropriate and are dependent upon continuation of the aforementioned grant.

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

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

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

31.1 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.

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 that 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. **Additional Insurance Requirements and Provisions**

   a. All insurance policies shall provide coverage on an occurrence basis.
   b. Since this contract is, in effect, an extension of services currently provided at the Whatcom County Jail and Work Center, the existing Insurance documents will be considered to extend to the circumstances and conditions of this agreement.

c. 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.

d. 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

e. 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.

f. 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.

g. 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 maintainec 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.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then 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 ensure 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:

Wendy Jones, Chief Corrections Deputy
Whatcom County Sheriff's Office/Corrections Bureau
311 Grand Ave.
Bellingham, WA 98225
360-778-6505

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 depositing in the US Mail, first class, postage paid or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address provided herein above and in the "Contractor Information" section.

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. 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.

38.3 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

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

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

40.2 Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

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

41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option

herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

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

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

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

d. Arbitration:
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)

Contractor Responsibilities:

1. The Contractor shall assist the County with the services listed in Exhibit "D" Washington State Health Care Authority Grant Schedule A "Statement of Work" including but not limited to:

    a. Hiring an additional FTE RN (Registered Nurse) or LPN (Licensed Practical Nurse) for the administration of MOUD (Medication for Opioid Use Disorder) program in both the Jail and Work Center. Duties will include, but not be limited to the following:
        a. Assessment of signs and symptoms associated with OUD (Opioid Use Disorder).
        b. Referral of appropriate offenders to the Physician for treatment options
        c. The administration of Opioid substation medications to Offenders housed in the Whatcom County Downtown Jail or Work Center in compliance with the treating Physician's prescription.
        d. Accurately recording medication doses in the JHCP (Jail Healthcare Program) EMR (Electronic Medical Records).

    b. Assist in changes, additions or updates to current MOUD policy and protocols.
    c. Assist jail administration in fulfilling in the reporting requirements of the grant.

EXHIBIT "B"
(COMPENSATION)

1. As consideration for the services provided and described in this agreement, the County agrees to reimburse the Contractor upon submission of an itemized invoice for services rendered at the end of each month.

2. The itemized invoice shall include:

   a. Contractor name, address and telephone number
   b. Contract number
   c. Date of Delivery
   d. Detailed description of services
   e. Net invoice price for each service
   f. Applicable taxes
   g. Total invoice price

Exhibit C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2021

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the 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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Northwest LLC 110 Unity Street Bellingham WA 98225	CONTACT NAME: PHONE (A/C, No, Ext): 360-647-9000 FAX (A/C, No): 360-734-8496 E-MAIL ADDRESS: now.bellinghaminfo@hubinternational.com
INSURED NORTH27 Northwest Regional Council 600 Lakeway Dr, Suite 100 Bellingham WA 98225-5236	INSURER A : Philadelphia Indemnity Insurance Company — NAIC # 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1164096609 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y	Y	PHPK2358225	12/31/2021	10/10/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			PHPK2358225	12/31/2021	10/10/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			PHUB796021	12/31/2021	10/10/2022	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PHPK2358225	12/31/2021	10/10/2022	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Stop Gap $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PHPK2358225	12/31/2021	10/10/2022	Each Claim Aggregate	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per policy forms and conditions: Liability Endorsement form PI-GLD-HS (10/11).
Whatcom County, its elected officers and employees are included.

CERTIFICATE HOLDER

Whatcom County Sheriff's Office
311 Grand Ave
Bellingham WA 98225

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

Scott

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Exhibit D

Washington State Health Care Authority	**PROFESSIONAL SERVICES CONTRACT for** MOUD in Jails	HCA Contract Number: K5893 Resulting from Solicitation Number (If applicable: 2021HCA42 Contractor/Vendor Contract Number:

THIS CONTRACT is made by and between Washington State Health Care Authority, (HCA) and Whatcom County Corrections, (Contractor).

CONTRACTOR NAME		CONTRACTOR DOING BUSINESS AS (DBA)		
Whatcom County Corrections				
CONTRACTOR ADDRESS | Street		City	State	Zip Code
Public Safety Bldg, 311 Grand Ave		Bellingham	WA	98225
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS		
Wendy Jones	360-778-6600	WJones@co.whatcom.wa.us		
Is Contractor a Subrecipient under this Contract?	CFDA NUMBER(S):	FFATA Form Required		
☐YES ☒NO	N/A	☐YES ☒NO		

HCA PROGRAM	HCA DIVISION/SECTION
MOUD in Jails Program	DBHR
HCA CONTACT NAME AND TITLE Rachel Meade, MOUD in Jails Program Administrator	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 45330 Olympia, WA 98504-5330
HCA CONTACT TELEPHONE (360) 725-2009	HCA CONTACT E-MAIL ADDRESS rachel.meade@hca.wa.gov

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
March 1, 2022	June 30, 2022	$149,839.00
PURPOSE OF CONTRACT: To develop and implement or continue to expand MOUD in jails program.		

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DocuSigned by: Tyler Schroeder	Tyler Schroeder Deputy Executive	3/15/2022
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DocuSigned by: Rachelle Amerine	Rachelle Amerine Contracts Administrator	3/15/2022

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Exhibit A: HCA RFA 2021HCA42 for Medication for Opioid Use Disorder (MOUD) in Jails Program

Exhibit B: Whatcom County Corrections Response to HCA RFP 2021HCA42

Note: *Exhibits A and B are not attached but are available upon request from the HCA Contracts Administrator.*

Contract #K5893 for Medication for Opioid Use Disorder (MOUD) in Jails Program

RECITALS

The state of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Application (RFA) dated December 29, 2021, (Exhibit A) for the purpose of developing or implementing or continuing to expand Medication for Opioid Use Disorder (MOUD) in Jails Program in accordance with its authority under chapters 39.26 and 41.05 RCW.

Whatcom County Corrections submitted a timely Response to HCA's RFA #2021HCA42 (Exhibit B).

HCA evaluated all properly submitted Responses to the above-referenced RFA and has identified Whatcom County Corrections as the Apparent Successful Bidder.

HCA has determined that entering into a Contract with Whatcom County Corrections will meet HCA's needs and will be in the State's best interest.

NOW THEREFORE, HCA awards to Whatcom County Corrections this Contract, the terms and conditions of which will govern Contractor's providing to HCA the MOUD in Jails Program.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Schedule A: *Statement of Work*.

2. DEFINITIONS

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"Breach" means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

"Business Associate" means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

"Business Days and Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"Centers for Medicare and Medicaid Services" or **"CMS"** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

"CFR" means the Code of Federal Regulations. All references in this Contract to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.ecfr.gov/cgi-bin/ECFR?page=browse.

"Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, (see also Protected Health Information); finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

"Contract" means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

"**Contractor"** means Whatcom County Corrections, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

"Covered entity" means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form to carry out financial or administrative activities related to health care, as defined in 45 CFR 160.103.

"Data" means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract.

"Effective Date" means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

"HCA Contract Manager" means the individual identified on the cover page of this Contract who will provide oversight of the Contractor's activities conducted under this Contract.

"Health Care Authority" or **"HCA"** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

"Overpayment" means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

"Proprietary Information" means information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

"**Protected Health Information**" or **"PHI"** means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 CFR 160.103. Individually identifiable information is information that identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

"Response" means Contractor's Response to HCA's RFA #2021HCA42 for Medication for Opioid Use Disorder (MOUD) in Jails Program and is Exhibit B hereto.

"RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: http://apps.leg.wa.gov/rcw/.

"RFA" means the Request for Application used as the solicitation document to establish this Contract, including all its amendments and modifications and is Exhibit A hereto.

"Statement of Work" or **"SOW"** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Schedule A hereto.

"Subcontractor" means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term "Subcontractor" means subcontractor(s) of any tier.

"USC" means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at http://uscode.house.gov/

"WAC" means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: http://app.leg.wa.gov/wac/.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;

3.1.2 Use of professional judgment;

3.1.3 Collaboration with HCA staff in Contractor's conduct of the services;

3.1.4 Conformance with HCA directions regarding the delivery of the services;

3.1.5 Timely, accurate and informed communications;

3.1.6 Regular completion and updating of project plans, reports, documentation and communications;

3.1.7 Regular, punctual attendance at all meetings; and

3.1.8 Provision of high-quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor's performance is unsatisfactory.

3.2 TERM

3.2.1 The initial term of the Contract will commence on March 1, 2022, and continue through June 30, 2022, unless terminated sooner as provided herein.

3.2.2 This Contract may be extended through July 31, 2028, by mutually agreed amendment in whatever time increments HCA deems appropriate. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

3.3 COMPENSATION

3.3.1 The parties have determined the cost of accomplishing the work herein will not exceed **$149,839.00**, inclusive of all fees, taxes, and expenses. Compensation for

satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.

3.3.2 Contractor's compensation for services rendered will be based on the deliverables table in Schedule A, Statement of Work.

3.4 INVOICE AND PAYMENT

3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state.

3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.

3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of $50 or more must be accompanied by a receipt.

3.4.4 A-19 invoices must be submitted to Rachel.meade@hca.wa.gov with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:

a. The HCA Contract number;

b. Contractor name, address, phone number;

c. Description of services;

d. Date(s) of delivery;

e. Net invoice price for each item;

f. Applicable taxes;

g. Total invoice price; and

h. Any available prompt payment discount.

HCA will return incorrect or incomplete invoices for correction and reissue.

3.4.5 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated

Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

3.5.1 Contractor's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.

3.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.

3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

CONTRACTOR Contract Manager Information		**Health Care Authority Contract Manager Information**	
Name:	Wendy Jones	Name:	Rachel Meade
Title:	Corrections Bureau Chief	Title:	MOUD in Jails Program Administrator
Address:	Public Safety Building 311 Grand Ave Bellingham, WA 98225	Address:	626 8th Ave SE, PO Box 45330 Olympia, WA 98504-5330
Phone:	(360) 778-6600	Phone:	(360) 725-2009
Email:	WJones@co.whatcom.wa.us	Email:	rachel.meade@hca.wa.gov

3.6 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

3.6.1 In the case of notice to the Contractor:

Wendy Jones, Corrections Chief
Whatcom County Corrections
Public Safety Building

311 Grand Ave
Bellingham, WA 98225

3.6.2 In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

3.6.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

3.6.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.7 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

3.7.1 Applicable Federal and State of Washington statutes and regulations;

3.7.2 Recitals

3.7.3 Special Terms and Conditions;

3.7.4 General Terms and Conditions;

3.7.5 Attachment 1: Confidential Information Security Requirements;

3.7.6 Schedule A: Statement of Work;

3.7.7 Exhibit A: HCA RFA #2021HCA42 for Medication for Opioid Use Disorder (MOUD) in Jails Program, dated December 29, 2021;

3.7.8 Exhibit B: *Contractor's Response* dated January 20, 2022; and

3.7.9 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.8 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs,

damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

3.8.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1 million per occurrence/$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

3.8.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.8.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than $1 million per claim/$2 million general aggregate.

3.8.4 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

3.8.5 The Receiving Party certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

The policy must be maintained for the term of this Agreement and three (3) years following its termination.

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

4.2 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

4.3 AMENDMENTS

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

4.4 ASSIGNMENT

4.4.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.37, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.4.1 of the Contract will be null and void.

4.4.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

4.4.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.5 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

4.6 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.7 CONFIDENTIAL INFORMATION PROTECTION

4.7.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 1: *Confidential Information Security Requirements*).

4.7.2 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).

4.7.3 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

4.7.4 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.8 CONFIDENTIAL INFORMATION SECURITY

The federal government, including the Centers for Medicare and Medicaid Services (CMS), and the State of Washington all maintain security requirements regarding privacy,

data access, and other areas. Contractor is required to comply with the Confidential Information Security Requirements set out in Attachment 1 to this Contract and appropriate portions of the Washington OCIO Security Standard, 141.10 (https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets).

4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION

4.9.1 Contractor must notify the HCA Privacy Officer (PrivacyOfficer@hca.wa.gov) within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.

4.9.2 Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees and taking steps necessary to stop further unauthorized access. Contractor agrees to indemnify and hold HCA harmless for any damages related to unauthorized use or disclosure of Confidential Information by Contractor, its officers, directors, employees, Subcontractors or agents.

4.9.3 If notification of the Breach or possible Breach must (in the judgment of HCA) be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:

4.9.3.1 HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services Secretary (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.

4.9.3.2 In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients (such as paying for regular credit watches in some cases).

4.9.3.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.

4.9.4 Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 6) of all Confidential Information.

4.9.5 Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any breach or possible breach at any time.

4.10 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any

specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

4.11 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.12 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

4.13 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

4.13.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may

request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.13.2 A party's request for a dispute resolution must:

4.13.2.1 Be in writing;

4.13.2.2 Include a written description of the dispute;

4.13.2.3 State the relative positions of the parties and the remedy sought;

4.13.2.4 State the Contract Number and the names and contact information for the parties;

4.13.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.14 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.45, *Warranties*.

4.15 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.16 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

4.16.1 Terminate this Contract pursuant to Section 4.41.3, *Termination for Non-Allocation of Funds*;

4.16.2 Renegotiate the Contract under the revised funding conditions; or

4.16.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.

4.16.3.1 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

4.16.3.2 When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

4.16.3.3 If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

4.17 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

4.18 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

4.19 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property, or Breach of its confidentiality and notification obligations under Section 4.7, *Confidential Information Protection* and Section 4.8 *Confidentiality Breach-Required Notification*, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

4.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

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

4.21 INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and must maintain full compliance with Title 51 RCW during the course of this Contract.

4.22 LEGAL AND REGULATORY COMPLIANCE

4.22.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.

4.22.3 Pursuant to Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021) as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021) ("Proclamation") all contractors and any of their employees and/or subcontractors who provide contracted services on-site at HCA facilities must certify that they are fully vaccinated against the COVID-19 virus, unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractors who cannot so certify are prohibited from contracting with the state.

4.22.4 Contractor represents and warrants that should their responsibilities to the HCA involve on-site services as of October 18, 2021, Contractor's personnel (including subcontractors) providing such services will be fully vaccinated against the COVID-19 virus unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractor further understands that, upon request, Contractor personnel must provide to HCA proof of vaccination, in a manner established by the HCA. Failure to meet these requirements may result in the immediate termination of this Contract.

4.22.5 Failure to comply with any provisions of this section may result in Contract termination.

4.23 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

4.24 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

4.25 NONDISCRIMINATION

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

4.26 OVERPAYMENTS TO THE CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.13, *Disputes*.

4.27 PAY EQUITY

4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.

4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.

4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.

4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

4.28 PUBLICITY

4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.

4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

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4.29 RECORDS AND DOCUMENT REVIEW

4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].

4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.

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

4.30 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive but are in addition to all other remedies available under law.

4.31 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

4.32 RIGHTS IN DATA/OWNERSHIP

4.32.1 HCA and Contractor agree that all data and work products (collectively "Work Product") produced pursuant to this Contract will be considered a *work for hire* under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

4.32.2 If for any reason the Work Product would not be considered a *work for hire* under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.

4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

4.32.5 Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

4.33 RIGHTS OF STATE AND FEDERAL GOVERNMENTS

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

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4.34 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

4.35 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

4.36 SUBCONTRACTING

4.36.1 Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

4.36.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.

4.36.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.

4.36.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.

4.36.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

4.37 SURVIVAL

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

will survive. In addition, the terms of the sections titled *Confidential Information Protection, Confidential Information Breach – Required Notification, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership, and Rights of State and Federal Governments* will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

4.38 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

4.39 TERMINATION

4.39.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

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

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

4.39.2 Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the

effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.4 Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.5 Termination for Conflict of Interest

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

4.40 TERMINATION PROCEDURES

4.40.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

4.40.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the

termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.13, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.

4.40.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

4.40.3.1 Stop work under the Contract on the date of, and to the extent specified in, the notice;

4.40.3.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

4.40.3.3 Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4.40.3.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;

4.40.3.5 Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;

4.40.3.6 Complete performance of any part of the work that was not terminated by HCA; and

4.40.3.7 Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

4.41 TREATMENT OF ASSETS

4.41.1 Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this contract. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this contract, excluding intellectual property provided by the Contractor, shall pass to and vest in HCA upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of

this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

4.41.2 Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative and other requirements.

4.41.3 Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed or damaged by Contractor or Contractor's employees, agents or subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

4.41.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

4.41.5 Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

4.42 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

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4.43 WARRANTIES

4.43.1 Contractor represents and warrants that it will perform all services pursuant to this Contract in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.

4.43.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

4.43.3 EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.43.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

Attachment 1

Confidential Information Security Requirements

1. DEFINITIONS

In addition to the definitions set out in Section 2 of this Contract K5893 for Medication for Opioid Use Disorder (MOUD) in Jails Program, the definitions below apply to this Attachment.

a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.

   i. Passwords for external authentication must be a minimum of 10 characters long.

   ii. Passwords for internal authentication must be a minimum of 8 characters long.

   iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.

b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g., CDs, DVDs); USB drives; or flash media (e.g., CompactFlash, SD, MMC).

c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g., USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.

d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.

f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

g. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. CONFIDENTIAL INFORMATION TRANSMITTING

a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (http://csrc.nist.gov/publications/PubsSPs.html). This includes transmission over the public internet.

b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. PROTECTION OF CONFIDENTIAL INFORMATION

The Contractor agrees to store Confidential Information as described:

a. Data at Rest:

i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

ii. Data stored on Portable/Removable Media or Devices:

- Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.

- HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:

1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;

3. Keeping devices in locked storage when not in use;

4. Using check-in/check-out procedures when devices are shared;

5. Maintain an inventory of devices; and

6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. CONFIDENTIAL INFORMATION SEGREGATION

HCA Confidential Information received under this Contract must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA Confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

a. The HCA Confidential Information must be kept in one of the following ways:

   i. on media (e.g., hard disk, optical disc, tape, etc.) which will contain only HCA Data; or

   ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or

   iii. in a database that will contain only HCA Data; or

   iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or

   v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate HCA Confidential Information from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this Attachment.

5. CONFIDENTIAL INFORMATION SHARED WITH SUBCONTRACTORS

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

6. CONFIDENTIAL INFORMATION DISPOSITION

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (http://csrc.nist.gov/publications/PubsSPs.html).

a. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Schedule A

Statement of Work

1. Purpose.

To provide medication for opioid use disorder (MOUD) in jails to incarcerated individuals who present with an opioid use disorder (OUD). To support a full MOUD program which includes the following: an OUD assessment, discussion of MOUD options between the incarcerated individual and provider, initiation prior to the onset of withdrawal or continuation of MOUD, release and reentry planning to include connection with continued treatment, same day release appointment when possible or MOUD to bridge patient until next appointment and naloxone upon release. Reentry planning may also include assisting the incarcerated individual with sign-up of Medicaid, reestablishing Medicaid and connection with the Managed Care Organizations (MCOs).

Health Equity - This project also intends to address inequities in OUD treatment and recovery services by providing medically necessary treatment for opioid use disorder to incarcerated individuals. MOUD in jails programs should understand cultural barriers and whenever possible, provide culturally appropriate services and recognize the need for inclusion of people with lived experiences in the development of the MOUD in jails programs. Additionally, this project intends to identify stigma and educate staff to ensure ongoing collaboration and openness to change.

2. Performance Work Statement.

The Contractor shall ensure funds are responsibly used towards the MOUD program in the jail/jails and provide the core components or a progressive plan to achieve the core components which include:

a. FDA approved medication for opioid use disorder (MOUD) must be available and offered to all incarcerated individuals who present with OUD at intake. Individuals with OUD may decline MOUD at any time, but ongoing discussions on MOUD may be offered.

b. Methadone, buprenorphine, naltrexone should all be offered unless: (a) an opioid treatment program (OTP) is not within reasonable driving distance from the jail, in which case the jail is not required to offer methadone as an option; or (b) there is no available buprenorphine provider in the community to which the patient will likely release, in which case the jail is not required to offer buprenorphine as an option. Naltrexone may be provided in oral formulation while the patient is incarcerated, but injectable long-acting naltrexone must be offered as an option prior to release.

c. MOUD must be continued for those who are already taking MOUD upon entering the facility, providing they wish to do so. MOUD is continued using the same medication, at the same dose unless ordered otherwise by the jail prescriber based on clinical need (documented in the patient's medical record) with the exception of injectable long-acting naltrexone which may be converted to an equivalent oral dose until just prior to release and the injectable form is restarted. Methadone may be transitioned to buprenorphine if the jail is not a licensed opioid treatment program (OTP) and the nearest OTP is not within reasonable driving distance from the jail. The presence of other illicit or controlled substances should not result in discontinuation of MOUD (consistent with the 2020 ASAM National Practice Guideline for the Treatment of Opioid Use Disorder).

d. Assessing for risk of acute withdrawal must be done upon intake. In those instances when the individual is refusing to answer health care questions, their intake form will be flagged for medical to follow up as soon as is possible. Assessing for opioid use disorder (OUD) absent a risk of acute withdrawal must also be done, but it may be done after intake, as long as the delay does not impair the ability to begin treatment prior to release. The incarcerated individual must be educated on treatment choices and the process for continuation of access to MOUD, during incarceration, and upon release. (See resources for validated tool suggestions.)

e. Individuals entering the facility who are physically dependent on opioids. must be offered MOUD treatment; withdrawal (including withdrawal using buprenorphine or methadone) is not acceptable unless the patient provides an informed refusal of treatment or the patient elects MOUD treatment with naltrexone, in which case withdrawal is clinically required. Use of other medications (clonidine, anti-emetics, anti-diarrheals, analgesics) may be used as adjuncts or may be used in place of opioid agonist or partial agonist if the individual so chooses, but they may not be the only withdrawal treatment available.

f. Methadone and buprenorphine must be administered daily or more frequently. Alternate-day ("Balloon") dosing of buprenorphine may be used in rare cases based on a clinical need, the decision for which is arrived at jointly between the healthcare provider and patient and is well-documented in the patient's medical record.

g. Release planning and reentry coordination completed as soon as possible to ensure an effective plan is in place prior to release or in the event of an unexpected release of an incarcerated individual who needs continued treatment and services.

h. Provide at least 2 doses of naloxone and naloxone administration training to all incarcerated individuals with OUD upon release.

i. Schedule the first community appointment with a treatment facility, provided it is a planned release from custody.

j. Provide – in hand upon release and at no cost to the individual – sufficient doses of MOUD to bridge patient until scheduled MOUD follow-up appointment at community treatment facility (does not apply to patients treated with injectable MOUD).

    i. Individuals who are at risk of being released directly from court are informed, prior to going to court, that they may request to be transported back to the jail by staff to receive these medications prior to going home.

    ii. In situations where an appointment cannot be made, e.g., after-hours bail-out, resident is given enough medication to last until the next available appointment at the community treatment facility. If that date is unknown, the individual is given a minimum of a 7-day supply.

    iii. In situations where medications cannot be provided upon release, e.g., unscheduled release at a time when medical staff are not present in the jail, the individual is informed that he/she may either return to the jail in the morning to receive bridge medications or, if no medical staff are present the following day, will have a prescription for the same bridging medication called to a local pharmacy, at no cost to the individual.

k. Ensure policies and procedures are in place to mitigate medication diversion.

3. Scope of Work Activities.

a. Whatcom County Jail will achieve the core components of the MOUD program through the following activities:

   i. Purchase of MOUD, buprenorphine. Purchasing and storage of all MOUD must follow the laws and rules pertaining to locked storage of controlled substances and any pharmacy or prescription laws.

   ii. Enter into a service agreement with Bellingham Comprehensive Treatment for the provision of Methadone for individuals who are incarcerated, and who have elected not to switch to either Buprenorphine or Naltrexone as an Opioid substitute.

   iii. Expansion of the MOUD program to the Corrections Bureau's Minimum-Security Work Center. This will involve the following additional costs:

      1. Hiring of an additional FTE RN (Registered Nurse) or LPN (Licensed Practical Nurse) through NWRC (Northwest Regional Council) for the administration of MOUD in both facilities. Federal and State regulations concerning licensure parameters will be followed.

      2. Purchase of additional supplies including, but not limited to, medication, drug testing materials, and education materials.

      3. Supplies for both the work center and the downtown jail and will include, but not limited to: drug testing materials, educational materials, and naloxone.

   iv. Information Technology assistance to develop reports or, ideally, interfaces between the Jail's (RMS) (Record Management System) and the EHR (Electronic Health Records). This may allow the pull of data points and cross-referencing information, simplifying data collection and reporting to the HCA. Absent the ability to electronically merge the data, we anticipate coming to agreement with the HCA for the data that is most critical to support these programs, and using the custom reports created by IT.

   v. Dedicated overtime funds to cover the costs of a corrections deputy at the downtown jail to assist the RN dispensing the MOUD.

   vi. Increasing the number of individuals who may elect to use MOUD while in custody by lowering barriers to participation.

   vii. Including additional information about the MOUD program in the Offender handbook. This will include, at minimum, the medications available and how to notify the JHP (Jail Health Program) of an interest in participating.

   viii. Hiring a complex patient navigator who can assist in coordinating care for individuals who have comorbidities. This will include connections to housing, financial assistance such as Veterans services, congregate or assisted living options, etc.

   ix. Continue our working relationship with the Lummi Nation's Chemical Addiction Recovery and Education program.

   x. Work collaboratively with the University of Washington Addictions, Drug and Alcohol Institute (ADAI) technical assistance staff to identify training needs and participate in peer-to-peer and educational learning opportunities.

b. Whatcom County Jail is enhancing the current MOUD program with this funding. The improvements made will allow for staff to be more effective in improving the standard of care and implementation of the core components of this contract.

4. Data Collection.

a. Participation requires performance monitoring activities, including requiring timely and accurate data reporting to the Health Care Authority, Division of Behavioral Health and Recovery (HCA DBHR). Further evaluation, including on- and off-site data collection may be conducted by HCA DBHR or a third-party.

b. In FY2022 the contractor will submit a monthly report, template provided by HCA DBHR, by the 10th day of the month with the following information for the previous month:

i. -total # of bookings in the jail

ii. -# of individuals booked who were assessed for OUD (including those at risk and not at risk for acute withdrawal from opioids)

iii. -# of the individuals above who were started on MOUD within 8 hours of booking.

iv. -# of the individuals above who were started on MOUD prior to release, but not immediately upon booking

v. -# of individuals booked who reported being currently on MOUD in the community

vi. -# of the individuals above for whom MOUD was continued without interruption

vii. -# of individuals with OUD who were provided naloxone and naloxone training prior to release

c. In FY2023 an evaluation of the program will require more data to be collected in order to establish the effectiveness of the program, highlight successes, and emphasize barriers and gaps so that program improvements can be made. This section will be amended for FY2023.

5. Contract Management/Accounting.

a. Submit monthly invoices for payment.

b. Attend monthly meetings with HCA DBHR program administrator to discuss project contract requirements, compliance, problem-solving and attend trainings.

c. Contractor will cooperate with periodic site visits by the HCA DBHR program administrator or designee and make all relevant records and personnel available, provided all personnel making site visits will submit information in advance and pass a basic security background prior to the site visit. Additionally, all HCA personnel accessing will be asked to sign an acknowledgement that the Whatcom County Sheriff's Office/Corrections has a "No Hostage" policy.

d. Submit a monthly report as detailed in the Deliverables Table with the invoice to the HCA DBHR program administrator.

FY2022 Contract Deliverables Table			
Activity	Deliverable	Due Date	Payment
Submit monthly progress reports with A-19 invoice	Report must include: report described in Section 4b above, status of hiring staff, status of MOUD purchases and other supplies requested in the budget, core components (Section 2) being met or progress towards meeting the core components, barriers and successes, technical assistance and training participation, staff changes and additional information as needed.	Monthly: Reports due on the 10th of every month beginning with April 10, 2022.	Cost reimbursement of monthly incurred expenses. A-19 should be submitted monthly with the monthly report as deliverable. **Total payment for March 1, 2022 – June 30, 2022 shall not exceed $149,839**

6. **Billing and Payment**.

   a. This contract total is for $149,839 and is for services rendered between March 1, 2022 and June 30, 2022.

   b. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by HCA. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the program administrator, Rachel Meade, Rachel.meade@hca.wa.gov, by the Contractor monthly. The invoices shall describe and document to HCA's satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. Payments shall be in accordance with delivery and approval of deliverables as outlined in the Deliverables Table.

   c. Payment. Payment shall be considered timely if made by HCA within thirty (30) days after receipt and acceptance by HCA of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. HCA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

   d. Claims for payment submitted by the Contractor to HCA for amounts due and payable under this agreement that were incurred prior to the expiration date shall be paid by HCA if received by HCA within 90 days after the expiration date.

   e. HCA shall not reimburse the Contractor for any fees and expenses which exceed the maximum consideration of this contract.

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Certificate Of Completion

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meagan.metzger@hca.wa.gov
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Rachelle Amerine rachelle.amerine@hca.wa.gov Contracts Administrator CloudPWR OBO Washington State Health Care Authority-Sub Account Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Rachelle Amerine 71E17FEBBC774E7... Signature Adoption: Pre-selected Style Using IP Address: 147.55.193.81	Sent: 3/14/2022 4:22:32 PM Viewed: 3/15/2022 12:15:18 PM Signed: 3/15/2022 12:15:44 PM
Tyler Schroeder Tschroed@co.whatcom.wa.us Deputy Executive Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/15/2022 6:48:03 PM ID: 7ad2b63b-da11-4378-b210-bc928b4a9b36	DocuSigned by: Tyler Schroeder 37FDD0279D2E4D2... Signature Adoption: Pre-selected Style Using IP Address: 172.58.43.206 Signed using mobile	Sent: 3/15/2022 3:58:34 PM Viewed: 3/15/2022 6:48:03 PM Signed: 3/15/2022 6:48:48 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rachel Meade rachel.meade@hca.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/14/2022 4:22:32 PM

Carbon Copy Events	Status	Timestamp
Kim French Kimberly.French@hca.wa.gov Health Care Authority Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/27/2020 2:58:44 PM ID: 120092ae-eaf8-4a5f-8752-c5c86a7cdcf0	COPIED	Sent: 3/14/2022 4:22:32 PM
Wendy Jones Wjones@co.whatcom.wa.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/15/2022 1:06:32 PM ID: bf9f1dd4-c649-4a5d-bcf7-d005b3858a68	COPIED	Sent: 3/15/2022 3:58:37 PM Viewed: 3/15/2022 3:59:16 PM
HCA Financial Services FINANCIALSVC@HCA.WA.GOV Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/15/2022 6:48:51 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/14/2022 4:22:32 PM
Certified Delivered	Security Checked	3/15/2022 6:48:03 PM
Signing Complete	Security Checked	3/15/2022 6:48:48 PM
Completed	Security Checked	3/15/2022 6:48:51 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CloudPWR OBO Washington State Health Care Authority-Sub Account (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CloudPWR OBO Washington State Health Care Authority-Sub Account:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: todd.stone@hca.wa.gov

To advise CloudPWR OBO Washington State Health Care Authority-Sub Account of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at todd.stone@hca.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to todd.stone@hca.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CloudPWR OBO Washington State Health Care Authority-Sub Account

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to todd.stone@hca.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CloudPWR OBO Washington State Health Care Authority-Sub Account as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CloudPWR OBO Washington State Health Care Authority-Sub Account during the course of your relationship with CloudPWR OBO Washington State Health Care Authority-Sub Account.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-289

File ID:	AB2022-289	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/06/2022	**Entered by:**	DLaplant@co.whatcom.wa.us		
Department:	Human Resources Division	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Collective Bargaining Agreement between Whatcom County and Local 114-PD of the Washington State Council of County and City Employees (WSCCCE) Council 2, American Federation of State, County & Municipal Employees (AFSCME) effective date of adoption through December 31, 2024

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Contract

WHATCOM COUNTY
ADMINISTRATIVE SERVICES

HUMAN RESOURCES
Whatcom County Courthouse
311 Grand Avenue, Suite #107
Bellingham, WA 98225-4038
(360) 778-5300
HR@co.whatcom.wa.us

Melissa Keeley
Manager

MEMO TO: County Council Members

CC: Satpal Sidhu, County Executive
Tyler Schroeder, Deputy Executive

FROM: Donnie LaPlante, Human Resources Associate Manager

DATE: May 6, 2022

SUBJECT: AFSCME Council 2 – Public Defenders Collective Bargaining Agreement

---

In 2021, the Deputy Public Defender attorneys in the Public Defender's Office filed a representation petition with the WA State Public Employment Labor Relations Commission, and were recognized as a bargaining unit represented by the Washington State Council of County and City Employees, AFSCME. The County and Union have agreed to terms and conditions for a first Collective Bargaining Agreement, beginning date of Council adoption through 2024. We are pleased to have reached a settlement agreement consistent with budget authority.

The collective bargaining agreement currently represents 21 Deputy Public Defender attorneys in the Public Defender's Office.

Highlights are summarized below:

Wages

Wage parity with the Prosecuting Attorney's Office, resulting in a 5% increase over current Public Defender wages which have been frozen since January 2021.

Health and Welfare Benefits

Monthly County contribution to medical at $1,313.20, consistent with other groups on the Teamsters' Trust.

Lump Sum

The first full pay period following ratification, each active employee on payroll will receive a one-time lump sum payment in the amount of $1,000.

Should you have any questions, I am available by email at dlaplant@co.whatcom.wa.us or at extension 5306.

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COLLECTIVE BARGAINING AGREEMENT

WHATCOM COUNTY

AND

LOCAL 114-PD OF THE WSCCCE COUNCIL 2, AFSCME

Date of Adoption-December 31, 2024

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PREAMBLE

This Agreement (herein referred to as **"Agreement"**) is made and entered into by and between the Whatcom County (herein referred to as the **"Employer"**) and the Washington State Council of County and City Employees Council 2, AFSCME (herein referred to as the **"Union"**) Local 114-PD (herein referred to as the **"Local")**. The purpose of this Agreement is to set forth the wages, hours, and conditions of employment for the Employees of the Employer who are represented by the Union as set forth in Article I herein.

ARTICLE 1 - RECOGNITION AND UNION RIGHTS

1.1 Recognition. The Employer hereby recognizes the Union as the exclusive bargaining agent for all regular public defenders employed by Whatcom County in the Deputy I, II, Senior Deputy, and Senior Deputy II job classes (herein referred to as **"Employee or Employees"**, excluding temporary extra-help public defenders, supervisors, confidential employees, and all other employees.

The Local shall provide the Employer with a list of Local officers along with their current personal phone numbers for contacting them. Should the list of names or their phone numbers change, then a revised list shall be provided to the Employer Human Resources Department within five (5) working days of the change.

1.2 Employees Covered. The Employer agrees to advise and negotiate with the Union in advance of the elimination of any classifications or the creation of new classifications within the bargaining unit. The Employer agrees to negotiate the impacts of any such actions with the Union. In cases of dispute the parties agree to follow the Public Employment Relations Commission (PERC) procedures for a Unit Clarification.

1.3 Orientation of New Employees. The Employer agrees to notify the Local bi-weekly in writing of any new bargaining unit Employees, including their job title and department that are listed in Article 1. Within the first two (2) weeks of employment, a new Employee shall be granted the option to attend a Union orientation meeting with an officer of the Local of up to thirty (30) minutes on paid time.

1.4 Visits by Union Representatives. Upon advance notification by a duly authorized officer of the Union, they shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of conducting Union business provided, however, that no interference with the work of the Employees or the proper operation of the Employer will result.

Local officers may investigate and process Grievances, along with the potential Grievant, during working hours without loss of pay. They are to maintain the progress of work, and notify their immediate supervisor before leaving their place of work to investigate or discuss the Grievances or handle a complaint.

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1.5 Labor Management Meetings. The Union/Local and the Employer shall conduct labor/management conferences (herein **"LMC"**) to discuss ongoing business between the parties to address issues that may arise during the term of the agreement and as an attempt to resolve disagreements that may occur. Such meetings should occur at least quarterly or as requested by the Local or Union.

1.5.1 Caseloads and Case Weighting Standards. This will be a standing topic for discussion at LMC meetings

1.5.2 Technology. Technology will be a standing topic for discussion at LMC meetings.

1.5.3 Performance Evaluations. Evaluation procedure and implementation will be a standing topic for discussion at LMC meetings.

1.6 Negotiations. Up to 2 members of the Local along with the Union representative shall be allowed to attend all negotiations sessions during working hours and with pay, providing such time off will not unnecessarily disrupt the operations of the Employer.

1.7 Attendance at Workshops. Uncompensated time off for Union activity may be requested. Such time off will be allowed so long as it does not unnecessarily disrupt the operation of the County and is subject to the approval of the Supervisor.

1.8 Bulletin Boards and Emails. Space for an official Union bulletin board shall be provided for posting notices to Employees in each department and/or section and will be made available to the Local for the purpose of posting notices of Local meetings, results of elections, Union activities, etc.

The Union/Local may use the Employer's internal mail distribution system and e-mail system for meeting notifications, communication containing information on Grievances, and matters concerning joint meetings and activities with the Employer.

ARTICLE 2 - UNION DUES DEDUCTION

The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated Local as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all Employees described in the recognition clause. The Employer shall remain neutral when communicating with Employees about Union membership and direct Employees to discuss Union membership with a Union/Local staff representative.

For current Union members and those who choose to join the Union, the Employer shall deduct all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. The Employer shall transfer amounts deducted to the Union. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

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The Employer shall provide an electronic copy of the payroll deduction authorization via email to C2everett@council2.com within 10 working days of the Employee executing the document. The Employer shall provide to the Union annually and upon request a complete list of all bargaining unit members that includes: Employee name, work address, work phone, work email, hire date in current bargaining unit, job classification, department, and monthly base wage.

The Employer shall honor the terms and conditions of each Employee's authorization for payroll deduction. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the Employee.

The Union shall indemnify and defend the Employer and hold the Employer harmless from any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.

ARTICLE 3 - MANAGEMENT RIGHTS

The Employer retains all rights except as those rights limited by the express and specific language of the provisions of this Agreement. Nothing anywhere in this Agreement shall be construed to impair the rights of the Employer to conduct all its business and all particulars except as expressly and specifically modified in this Agreement.

Nothing anywhere in this Agreement shall be construed to impair the rights of the Union or the Employer to bargain about any matter not covered by this Agreement which may be recognized under state law as a mandatory subject of collective bargaining.

The Employer recognizes the Union's RCW 41.56 right to obtain certain bargaining unit Employee information. The Union hereby agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any use or misuse of Employee information provided to the Union by the Employer.

ARTICLE 4 - PLEDGE AGAINST DISCRIMINATION

The provisions of this Agreement shall be applied equally to all Employees without discrimination as to age, marital status, race, disability, gender, sexual orientation, color, creed, national origin, religion, religious affiliation, and military status. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. Any allegations of a violation of this Article may be either grieved in accordance with the Grievance procedure or adjudicated in another forum but not in both. Therefore, filing a claim with an agency like the EEOC or HRC is a waiver of the right to file a Grievance and vice versa.

ARTICLE 5 – PROFESSIONAL DEVELOPMENT

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5.1 Dues. Effective upon ratification of this Agreement, the Employer shall pay for each Employee's Washington State Bar Association and Washington Defenders' Association dues.

5.2 CLE. The Employer shall allow paid time for pre-approved CLE credits sufficient to remain accredited with the Washington State Bar Association. The Employer may at its own discretion cover the cost of CLE's. In addition, the Employer will allow paid time off for Employees to attend professional conferences, subject to supervisor approval.

ARTICLE 6 - HOURS AND CONDITIONS OF WORK

6.1 Regular Hours. Employees are salaried professional employees and therefore exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act.

6.2 Work from Home. With supervisor approval, Employees shall have the option to work from home when their presence is not required for court, Employer meetings, or other job functions - pursuant to AD148301Z.

6.3. Standards for Indigent Defense. The Employer is committed to compliance with the Standards for Indigent Defense as set forth in the applicable Washington State Court Rules (CrR 3.1, CrRLJ 3.1, JuCR 9.2). This affirmation is not subject to the Grievance procedure, however the subsections below are subject to Grievance.

6.3.1 Caseload Relief. Employees may request relief from caseloads that are, in the opinion of the Employee, excessive. The supervisor will meet with the Employee who requests relief in order to review the Employee's caseload assignment, to consider any circumstances brought to his/her attention by the Employee, and to attempt to resolve the problem. The Employer retains the discretion to grant or deny the request.

6.3.2 Refusing to Certify. Consistent with the Rules of Professional Conduct, Employees may refuse to certify compliance with the Standards for Indigent Defense when they sincerely believe those standards are not being met. Any such refusal must be in good faith and the Employee must first have brought their concerns to the Chief Deputy and/or Director. Employees may not be subject to discipline solely for good faith refusal to certify.

ARTICLE 7 – SENIORITY, LAYOFF, AND RECALL

7.1 Seniority. For purposes of layoff and recall rights, **"Seniority"** shall be defined as a Employee's months of continuous service.

7.2 Layoff Procedures. In the event of a layoff, Seniority will generally control except as provided below.

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7.2.1 Exceptions to Seniority controlled layoffs. Employees who have been disciplined within the last 12 months, who are on a performance improvement plan (PIP), or who have received an aggregate score of less than 3.00 on their last annual performance evaluation, are not protected from layoff by virtue of Seniority.

7.2.2 Grievance of layoff. In the event of a layoff out of Seniority order based on a performance improvement plan or a performance evaluation, the Union may utilize the Grievance process to challenge the layoff based solely on the position that the performance evaluation or PIP were arbitrary and capricious.

7.2.3 Notification or pay in lieu of. Employees who are to be laid off shall be given formal written notice at least thirty (30) calendar days in advance of the date of the layoff or, at the option of the Employer, they shall be given four (4) weeks of salary in lieu of the required notice. The Union shall be given a copy of the layoff notice.

7.3 Recall. After a layoff, all laid-off Employees shall have their names placed on a recall register for the position from which they were laid off, or for any other lower classified position. Such recall register(s) shall last for eighteen (18) months. During that recall period, an Employee who has been laid off and whose name appears on the recall list shall be given the first available vacancy in the same position or any other vacant position he/she is qualified for. The Employee with the most Seniority in the classification to be recalled shall be given the position in the event there are two or more Employees on the recall list, except as provided below.

7.3.1 Exceptions to Seniority controlled recall. Employees who have been disciplined within the last twelve (12) months, who are on a performance improvement plan (PIP), or who have received an aggregate score of less than 3.00 on their last annual performance evaluation shall be recalled at the sole discretion of the Employer.

7.3.2 Grievance of recall. In the event of a recall out of Seniority order based on a performance improvement plan, or a performance evaluation, the Union may utilize the Grievance process to challenge the recall based solely on the position that the performance evaluation, or PIP were arbitrary and capricious.

Articles 7.2 and 7.3 (including all subsections) are not subject to RCW 41.56.123 and shall not become status quo upon expiration.

7.4 Reinstatement within the recall period. When an Employee is reinstated within the recall period, they shall be placed at the same range and step the Employee had attained at the time of layoff. If recalled to a lower position, Employee shall be placed at the highest step on their new range that does not result in a pay increase over the pay rate they had attained at the time of layoff. In either case, the Employee will have their step increase date reset to the date that results in the same number of months needed for a step increase that the Employee needed at the time of layoff. When Employees on layoff are recalled within the time limits provided in this Article, they will commence to accrue vacation at the same level (per Article 10.2) from the day of the layoff. Employees reinstated within 12 months of layoff shall have any remaining sick leave balance after cash-out reinstated.

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ARTICLE 8 – LEAVES

8.1 Family Leave. The Employer agrees to provide leave to any eligible Employee covered by this Agreement, consistent with the Washington State Family Leave Laws and the Federal Family and Medical Leave Act (FMLA). Employees will not be required to use accrued vacation time and personal holiday leave before using unpaid FMLA leave**.** The Employer may require physician certifications in accordance with state and federal guidelines. Leaves under separate federal and state laws may be required to run concurrently.

8.2 Maternity/Disability Leave**.** Accrued sick leave may be utilized for maternity/disability leave. In the event sick leave is exhausted before the Employee returns to work, any vacation, PTO bank, or other paid leave which has accrued must be utilized before approval of any leave without pay is considered by the Employer, except for leaves falling under the federal Family and Medical Leave Act or County policy. If leave pursuant to this provision would also qualify as leave under any federal or state laws, the period of leave will apply toward the employee's entitlement to leave. Unless the birth mother chooses to invoke FMLA, a birth mother's period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement.

8.3 Paternity Leave. Employees may use accrued sick leave for the delivery of a child by their legal spouse or to care for their legal spouse or registered domestic partner during pregnancy and/or childbirth disability consistent with the provisions of Executive Order 2018-4.

8.4 Jury Duty and Military Leave. Employees considered exempt under the Federal Fair Labor Standards Act (FLSA) shall have no deduction in salary for absences caused by jury duty or annual military leave. Jury duty and military leave will be provided as described in County Policy, Uniformed Services Employment and Reemployment Rights Act (USERRA), or state law.

8.5 Civil Leave. Civil leave with pay shall be allowed to permit an Employee to testify in any federal, state or municipal court when a subpoena compels such testimony and such testimony is on behalf of Employer or is in connection with a matter in which Employer is a party.

8.6 Bereavement Leave. Bereavement leave shall be provided to Employees, who suffer a death in the immediate family, of up to five (5) working days off (maximum of forty hours) without loss in pay. Immediate family members include a spouse or State registered domestic partner, child or parent (including step) of either the Employee or the Employee's spouse or State registered domestic partner. Up to three (3) working days off without loss of pay is available for other close family members (including step): brother, sister, grandchildren or grandparents of either the employee or the employee's spouse or State registered domestic partner. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in-law, the affected Employee may have up to eight (8) hours off without loss in pay to attend the funeral or memorial, if not covered above. Additional days off without pay or using accrued leave may also be available upon written approval of the department head.

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8.7 Domestic Violence Leave. Whatcom County provides reasonable leave to Employees who are victims of, or who are family members of victims of domestic violence, sexual assault, or stalking, consistent with the requirements of the Washington Domestic Leave Law. Employees may choose to use accrued sick leave or other paid time off, compensatory time, or unpaid leave time.

8.8 State paid Family and Medical Leave Program. Employees are covered by the Washington State Paid Family and Medical Leave Program (RCW 50A.04). Eligibility for state paid leave and benefits are independent of this Agreement and premiums are shared between the Employer and the Employee pursuant to the premium rates established by RCW 50A.04.115.

8.9 Absence Due to Adverse Weather. Absence due to severe inclement weather or other unusual emergency conditions will be charged to one of the following in sequential order: compensatory time, vacation leave, personal holiday, or leave without pay. Employees who wish to take leave without pay must notify his/her payroll preparer before the department's payroll cut-off time.

ARTICLE 9 - SICK LEAVE

9.1 Eligibility Criteria. To be eligible to accrue sick leave as provided herein, Employees must receive compensation each month. The term compensation as used in this section is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month.

9.2 Accrual Rate. Sick leave shall accrue to Employees who are compensated at least eighty (80) hours in one (1) calendar month of employment, in the amount of eight (8) hours for each month of employment to a maximum of nine hundred and sixty (960) hours except as outlined below.

Employees who have accrued nine hundred and sixty (960) hours at the end of the business day on December 31 shall be allowed to accrue up to one thousand and fifty-six (1,056) hours (960 hours + up to 96 hours annual accrual) of sick leave during the following year. These additional hours of accrual may not be cashed out. The employee's total accrual reverts back to no more than nine hundred and sixty (960) hours at the end of the business day on December 31.

9.3 Employees Appointed to < 1.0 FTE. Employees appointed to less than a 1.0 FTE shall receive such benefits based on their currently assigned, but no more than their budgeted full-time equivalency (FTE) and not less than as required by RCW 49.46.210.

9.4 Sick Leave Usage**.** Eligible Employees may request sick leave as accrued and may use it in increments of less than one scheduled workday for a covered purpose. (Policy AD139400Z)

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9.5 Excess Sick Leave Contributions. Employees who have at least 960 hours in their sick leave bank at the beginning and end of the calendar year (or at the beginning of a calendar year and upon termination in that same year) will receive a contribution into their 457 deferred compensation plan based upon a portion of the hours accrued but not used during the year. Sick leave hours accrued to a maximum of forty-eight (48) hours, minus hours used, multiplied by 25%, multiplied by the hourly rate at year-end, equals the 457 contribution. Employees eligible for a contribution must be enrolled in a 457 deferred compensation plan prior to February 1 of the following year (or at termination, if earlier) to receive the contribution, or the 457 contribution will be forfeited.

9.6 Separation Cashout**.** Employees with three (3) or more years of current, continuous employment with the Employer shall be entitled to sick leave cash out upon voluntary separation, layoff or death in the amount of twenty-five (25%) percent of accrued hours up to a maximum of 960 hours. Employees must give at least two (2) weeks' notice prior to separation to be eligible for sick leave cash out.

ARTICLE 10 – VACATION

10.1 Eligibility Criteria. All full-time and part-time Employees regularly scheduled to work at least eighty (80) hours per month are eligible to accrue vacation, provided Employees must receive compensation each month. The term compensation as used in this section is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month.

10.2 Accrual**.** Accruals for 1.0 FTE will be in accordance with the following schedule with the first employment year being the year hired and subsequent employment years being the first of the year. Prior regular Whatcom County employment may be considered when determining employment year.

During 1st through 4th year accrue 10.00 hours per month

During 5th through 9th employment year accrue 13.34 hours per month

During 10th and subsequent years employment year accrue 16.67 hours per month

Vacation leave may be requested as accrued and approved and may be used in increments of less than one scheduled workday.

10.3 Employees Appointed to < 1.0 FTE. Employees appointed to less than a 1.0 FTE shall accrue vacation benefits based on their currently assigned, but no more than their budgeted, full-time equivalency (FTE).

10.4 Maximum Accrual. No more than two hundred and forty (240) vacation hours may be carried forward from one year to the next; otherwise unused vacation in excess of two hundred and forty (240) hours at the end of the business day on December 31 shall be forfeited. Employees

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who have a previously approved vacation cancelled by their supervisor due to a Whatcom County emergency and are not allowed to reschedule before the end of the year are eligible to have those hours carried over if they would otherwise forfeit those hours.

10.5 Annual Cashout by Mutual Agreement. If funds exist in the department's current budget, by mutual agreement between the Employee and Employer, up to forty (40) hours of vacation anticipated to be above the 240 hours carryover maximum can be cashed out each calendar year.

10.6 Separation Cashout. Upon separation, accrued vacation hours will be cashed out at 100%.

ARTICLE 11 - PAID HOLIDAYS

11.1 Eligibility Criteria. To be eligible for holiday pay, an Employee must have been on the County's payroll in Paid Status, or on approved voluntary unpaid furlough, for the entire scheduled workday before and after the holiday. **"Paid Status"** is defined as payment of wages for work performed, vacation, accrued sick leave, other paid leave or income for industrial injury not to exceed twelve (12) months.

11.2 Employees Appointed to <1.0 FTE**.** Employees appointed to less than a 1.0 FTE shall receive holiday pay based on their currently assigned, but no more than their budgeted full-time equivalency.

11.3 Personal Holiday. Employees shall receive one (1) Personal Holiday each calendar year equivalent to their FTE on January 1 or upon hire, not to exceed eight (8) hours. The Personal Holiday must be used in the year it is earned. Personal Holidays are not cashed out upon separation.

11.4 Holiday Schedule. The following shall be paid holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Personal Holiday

11.5 Holiday Timing. If a holiday falls on a Sunday, the Monday following shall be the observed holiday. If a holiday falls on a Saturday, the Friday before shall be the observed holiday.

11.6 State Requirement. Employees required to work on a non-judicial holiday because state law requires an office to remain open, shall receive two (2) working days off with pay at a mutually agreeable time. Unused compensatory time earned before December 31 shall be carried

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forward and must be used in the following year. Unused compensatory time earned under this provision will be cashed out upon separation of employment.

ARTICLE 12 – SALARY

12.1 Salary Schedules**.** Employees shall be classified pursuant to Addendum A (Salary Matrix), which are a part of this Agreement by reference. The monthly salaries shall be established within the ranges and steps provided for each group and shall be effective on the date listed on the applicable salary matrix in Addendum A and shall remain in place until changed. Pay differences between the 2020 Salary Matrix and the adopted Salary Matrix as calculated from the date of the Christie agreement shall retroactively be distributed in a lump sum to Employees after the ratification of this contract.

Monthly salary amounts indicated are for one (1.0) FTE (full-time equivalent). On an annual basis, full-time equivalency is considered to be 2,080 hours, calculated as eight hours a day times five work days per week. Monthly amounts may be converted to an hourly rate by dividing the monthly amount by 173.33.

Effective the first full pay period following ratification, each active employee on payroll will receive a one-time lump sum payment in the amount of one thousand dollars ($1,000).

12.2 Future Changes. The County and Union agree that it would be mutually beneficial to minimize the bargaining process in the future. As such, the parties have agreed that with regard to the major economic terms of wages and deferred compensation during the period of this contract, the mutual expectation of the parties is that Employees will receive the same wages for a given rank and step as received by the unrepresented attorneys in the Prosecuting Attorney's Office. For wages, this means that the timing and amount of the annual percentage increase will be the same for the two groups and any increases in wages will be shared by both groups. If there is a change in the deferred compensation employer match contribution for the prosecuting attorneys, it will also be applicable to the represented Employees.

12.2.1 Deferred Compensation. The Employer provides the opportunity for voluntary Employee participation in deferred compensation (457 plans) and 401(a) programs. The Employer matches these contributions fifty cents on the dollar, up to a maximum of 2% of base salary, with County contributions placed in a 401(a) Plan. New employees may, within thirty (30) calendar days of hire, elect to contribute directly to the 401(a) Pan.

It is understood by both parties that the County's deferred compensation match is generally only offered to unrepresented employees. Should Employees choose in the future to bargain wage amounts other than parity with the unrepresented prosecuting attorneys, it is understood that the deferred compensation match will likely be discontinued.

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12.3 Specialty Assignment Pay. Employees assigned to a **"Specialty Assignment"** will receive an additional 2.5% of their current base pay while so assigned and shall have their caseloads adjusted, to the extent possible, to account for the extra duty. Specialty Assignments may include Training, Felony, or any other assignments established by the Employer. Employees assigned to a Specialty Assignment do not have a property right in such assignment and may be transferred in and out of such assignments at the sole discretion of the Employer. Nothing herein shall require the Employer to fill Specialty Assignments.

12.4 Step Movement. Step movement will occur on the first day of the month of hire or the appropriate adjusted month. All step increases shall be awarded on the basis of successful job performance as measured by not receiving a 'needs improvement' or 'fails to meet expectations' for the Employee's overall annual performance evaluation.

12.5 Performance Evaluation**.** Prior to each Employee's next step increase date, the department supervisor will conduct an Employee performance evaluation. These evaluations shall be done on an annual basis. Employees shall have an opportunity to review their job duties and content with their supervisor as part of the annual performance review.

12.6 Position Pay Ranges**.** The pay range established for the positions listed in Addendum A shall only be revised as provided for in this agreement.

12.7 Promotion and Reclassification Salary. Employees who are promoted into a higher position or reclassified because of the addition of significantly higher-level duties, shall move to the step in the new range as provided below. Employees are placed in a step providing at least a 5% wage increase. The 'top wage step' is defined as the highest step in a given range which includes an annual increase in the wage rate over the preceding step.

If a 5% increase would place the Employee below the top wage step in the new range, the Employee is placed in the new range in the step providing at least a 5% increase. The reclassification or promotion date becomes the next step date.

For Employees currently below the top wage step if a 5% increase would place the Employee at or above the top wage step in the new range, the Employee is placed in the top wage step. The reclassification or promotion date becomes the next step date.

For Employees currently at or above the top wage step if a 5% increase would place the Employee at or above the top wage step in the new range, the Employee is placed in the new range at their current step and maintains their current next step date.

12.8 Employee After-Hours Weekly Rotations. Employees are assigned, on a rotating basis, to be accessible after work hours for a seven-day period of time to respond to and be available for time-sensitive court-related matters. After-hours weekly rotations are mandatory and assigned in advance so that there is no lapse in after-hours coverage at any time. The weekly rotations can be traded from one Employee to another Employee and each Employee will not work more than ten (10) weekly rotations in any one year.

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To recognize the disruption caused by working weekly after-hour rotations, and the fact that Employees are exempt from overtime and not compensated for overtime work, Employees completing each weekly rotation shall be granted the choice of EITHER twelve (12) hours of compensatory time off OR a $400 stipend. All Employee positions are eligible for compensatory time off or stipend pay.

12.8.1 Employee Compensatory Time Off. Employees earn twelve (12) hours of compensatory time off following each weekly rotation. Time is recorded as "compensatory time earned."

Employees may request compensatory time off to use in increments of not less than one hour whenever desired, however; approval will be subject to the same department process as used for vacation requests. Compensatory time off is recorded as "compensatory time used."

A maximum of 36 hours of compensatory time off may accrue at any one time. Unused compensatory time may be carried forward at the end of the year.

Unused compensatory time will not be compensated, considered compensable, or credited for any purpose with the exception that it will be cashed out upon separation of employment.

12.8.2 Employee Stipend. Attorneys may elect to receive a $400 stipend in lieu of compensatory time off. The stipend election will be recorded on their time record following the weekly after-hours assignment.

12.9 Electronic Funds Transfer. All newly hired regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of employment. Employees may temporarily stop EFT in emergency situations with at least seven (7) days' notice before a scheduled payday, but must restart EFT within three months.

ARTICLE 13 – BENEFITS

13.1 Benefits Eligibility. Employees must be compensated at least eighty (80) hours per calendar month to be eligible for certain benefits (including, but not limited to, sick leave, holiday, vacation, and health and welfare). For this section, compensation is defined as payment of wages for work performed, vacation, accrued sick leave, or other paid leave. Compensation earned in one (1) calendar month provides health and welfare benefit coverage in the following month unless stipulated otherwise in the individual plan documents. Lump sum cash out of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution. Any newly hired Employee will be initially eligible for health and welfare benefits the calendar month following at least 80 hours of compensation in one (1) calendar month. Waiting period requirements on individual plans must be met for benefit reimbursement.

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13.2 Health and Welfare Benefits. Employees shall be granted the following health and welfare benefits. The benefits shall include full contribution by the Employer for the Employee, spouse, and dependent children of the Employee, unless otherwise noted.

A) Medical- Washington Teamsters Welfare Trust Plan "B"

B) Dental- Washington Teamsters Welfare Trust Dental Plan "A"

C) Vision- NBN Vision Plan with Washington Teamsters Welfare Trust.

D) Life insurance - Employee only coverage with Standard Life Insurance in the face amount of $50,000.

E) Waiver of Contributions- Washington Teamsters Welfare Trust Disability Waiver of Contributions Extension

F) Plan D Time Loss- Washington Teamsters Welfare Trust Employee $100 per week time loss

13.2.1 County Contribution. For Plan Year 2022, based on the preceding month's hours, the County shall pay the monthly premium cost of $1,313.20 to fund the WA Teamsters Welfare Trust Plan "B" and Optional Plan "D" Time Loss Plan.

For Plan Year 2023, based on the preceding month's hours, the County shall pay the actual premium cost or up to $1,379, whichever is less, to fund the WA Teamsters Welfare Trust Plan "B" and Optional Plan "D" Time Loss Plan.

For Plan Year 2024, based on the preceding month's hours, the County shall pay the actual premium cost or up to $1,448, whichever is less, to fund the WA Teamsters Welfare Trust Plan "B" and Optional Plan "D" Time Loss Plan.

13.2.2 Employee Contribution. Should funds designated in section 13.2.1 County Contribution not be adequate to cover the full contribution for Medical Plan B and Time Loss Plan D, payment via payroll deduction in the amount needed to fully fund the contribution for both Medical Plan B and Time Loss Plan D shall be the obligation of the employee. Any employee obligation shall be satisfied through payroll deduction utilizing the Flex 125 program.

13.2.3 Dental, Vision, Life, and Waiver of Contribution. The County agrees to pay the appropriate monthly contribution amount necessary to provide benefits listed in sections 13.2 b), c), d), and e) during the life of this Agreement.

13.2.4 Part-Time Employee's Benefits Coverage. Employees will pay a pro-rated amount of the Employer's contribution, based on their FTE, for A. Medical, B. Dental, C. Vision, E. Waiver of Contributions, and F. Plan D Time Loss through payroll deduction utilizing the Flex 125 program. The Employer will pay the full contribution for D. Life Insurance.

13.3 Other Benefits.

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13.3.1 Flex 125. The Employer will pay set-up costs and ongoing maintenance costs to allow Employees to utilize a Dependent and Health Care Reimbursement Plan.

13.3.2 Retirement Plans. The Employer provides payment to retirement plans through the Washington State Department of Retirement Systems (DRS), which also requires contributions from eligible Employees.

13.3.3 Employee Assistance Program. The Employer provides confidential counseling assessment services through an Employee Assistance Program for Employees and their immediate families.

ARTICLE 14- DISCIPLINE & DISCHARGE

14.1 Just Cause. With just cause, the Employer may discharge, suspend, or otherwise discipline Employees. This Article shall not apply to Probationary Employees or temporary extra help.

14.2 Representation for Disciplinary Proceedings. An Employee may request and shall be permitted to have a representative from the Union present if a bargaining unit member is to be questioned about a matter and the member reasonably believes that such questioning may result in a disciplinary or corrective action.

Except in an emergency, Employees will be notified forty-eight (48) hours prior to any meeting that may result in disciplinary or corrective action being taken (i.e. Loudermill hearing). At the time of notification, the Employee shall be informed of the nature of the meeting and specific allegations. Where an Employee seeks Union representation at the meeting, the Employee is responsible for contacting a Union representative. The Employee may voluntarily choose to waive both the forty-eight (48) hour wait time before the meeting and accompaniment by a Union representative

The selection of a Union representative will be at the discretion of the Employee receiving the disciplinary action as long as the representative will be available within 48 hours. If not then the employee will be limited to the most readily available Union representative. A Union representative shall be allowed to participate in the disciplinary process and will be in pay status only if the representative is on duty and within his/her normal work hours. The Employer shall schedule all investigative or disciplinary meetings at a time so as not to deny the Employee representation and the Employee shall be considered in pay status for any and all such meetings called by the Employer.

14.3 Probationary Employees. Defined as new hires who have received a probationary appointment in writing to fill a vacant budgeted full-time position, and who are serving a 6-month probationary period and may be terminated with or without cause during probation. The Employer may, with Union agreement, extend probation by an additional 6 months as needed.

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ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Definitions.

A. **"Grievance"** shall be defined as an allegation of a violation of an express term of this Agreement. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided.
B. **"Grievant"** shall be defined as the party filing the Grievance. For purposes of this Agreement, the party may be an aggrieved Employee or the Union acting on behalf of an aggrieved Employee/Employees. Only the Union or the Employer can process a Grievance beyond Step 2 of the Grievance Procedure.

15.2 Employee Representation. The Washington State Council of County and City Employees Council 2, AFSCME, Local 114PD shall be the exclusive representative of all the Employees in the bargaining unit for the purposes of the resolution of Grievances. An Employee may have a Union representative present to represent him/her at any step of the Grievance process if the Employee so desires. For possible suspension or discharge, the AFSCME Staff Representative shall be present if the Employee so desires.

15.3 Failure to Respond. In the event the Grievant fails to respond within the prescribed time sequences, the Grievance shall be considered waived and forfeit. In the event the party against whom the Grievance is filed does not respond within prescribed time sequences, the Grievant shall have the right to proceed to the next step of the Grievance procedure. The parties may, at any step of the Grievance procedure, agree to extend the time limitations specified in this article. Any request and agreement to extend time limitations by either party shall be made in writing. E-mail requests and agreements would also be considered sufficient.

15.4. Grievance Forms. All Grievances filed by an Employee or the Union shall be filed on a form to be provided by the Union.

15.5 Procedure. The Employer and the Union agree to the following exclusive procedure of presenting and adjusting Grievances and complaints, as defined above, which must be processed in accordance with the following steps, time limits and conditions:

A. STEPS:

STEP 1: All Grievances must be filed with the department head within thirty (30) calendar days from occurrence of the event(s) giving rise to the Grievance. The department head shall respond in writing within fourteen (14) calendar days. Any actions that are the subject of the Grievance shall be stayed until the completion of the Grievance process.

STEP 2: In the event the Grievant believes that the written response of the department head does not resolve the matter, the Grievant may, within fourteen (14) calendar days of receipt of the response, file his/her Grievance with the Employer Human Resources

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Director who shall then meet with the Union and the Grievant to discuss the Grievance. The Employer Human Resources Director shall within fourteen (14) calendar days of receipt of the grievance deliver a written response to the Union.

STEP 3: In the event the Union or the Grievant believes that the written response of the Employer Human Resources Director does not resolve the matter, the Union or Grievant may within fourteen (14) calendar days send a Notice of Intent to Arbitrate to the Employer Human Resources Director.

A. The Employer and the Union shall within thirty (30) calendar days of receipt of the Notice of Intent to Arbitrate, request a roster of seven (7) arbitrators from the Public Employment Relations Commission (PERC) or FMCS. Absent an agreement of an arbitrator on the list, the arbitrator shall be selected by process of elimination from the panel of seven (7) arbitrators by the striking of names.

B. The costs associated with fees and expenses of the arbitrator and court reporter shall be shared equally by the Union and the Employer. Each party shall be responsible for its own attorneys' fees.

C. The arbitrator, after hearing all evidence and testimony, shall render a decision as promptly as possible, and in any event within thirty (30) calendar days from the date of presentation. The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement. Such order shall indicate findings, conclusions and a resolution and shall grant the relief deemed appropriate by the arbitrator. Any decisions within the jurisdiction of the arbitrator shall be final and binding upon the parties.

ARTICLE 16 - SAVINGS CLAUSE

Should any part or provision herein contained be rendered or declared invalid by reason of any existing law or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions of the Agreement provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected.

ARTICLE 17 - SUPPLEMENTAL AGREEMENT

This Agreement may be amended, providing both parties concur in writing. Supplemental Agreements may be completed through negotiations between the parties at any time during the life of this agreement. During the term of this Agreement, Union, Employer, and Employees agree to act reasonably and in good faith to accommodate revisions that may be required to this Agreement prior to its expiration. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental Agreements thus completed shall become a part of the Agreement and subject to all its provisions.

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ARTICLE 18 - TERM OF AGREEMENT

The terms of this agreement shall be in full force and effect from the date it is fully executed by both parties and shall remain in full force and effect through December 31, 2024.
All terms and conditions of the contract will remain in full force and effect throughout the life of contract.

ARTICLE 19 - NO STRIKE - NO LOCKOUT

During the term of this Agreement, it is mutually agreed that there shall be no strikes, lockouts, or other slowdowns or cessation of work by either party.

LOCAL 114-PD OF THE WSCCCE COUNCIL 2, AFSCME

By: DocuSigned by: Joseph Downes 5/13/2022
D9AC17D06010493...
Joe Downes

WHATCOM COUNTY, WASHINGTON

By: _____
Satpal Sidhu, County Executive

APPROVED AS TO FORM:

DocuSigned by: George Roche 5/13/2022
659516898582415...
George Roche, Senior Deputy Prosecuting Attorney

DATE COUNCIL APPROVED:

_____

DocuSign Envelope ID: 47754EEA-6070-423A-9FFC-BE028F70AEC6

ADDENDUM A - WAGES

2022 Salary Matrix for AFSCME Public Attorneys (Effective January 18, 2022)

	12 months of service at each step required to move to next step									36 months of service at each step required to move to next step				
	Range	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**	**Step 10**	**Step 11**	**Step 12**	**Step 13**
Deputy I	**335**	5,928	6,169	6,409	6,657	6,916	7,184	7,463	7,752	7,992	8,016	8,044	8,076	8,104
Deputy II	**355**	7,009	7,289	7,574	7,866	8,172	8,489	8,817	9,157	9,439	9,462	9,490	9,522	9,550
Sr. Deputy	**365**	7,622	7,926	8,234	8,554	8,884	9,228	9,584	9,952	10,258	10,282	10,310	10,342	10,370
Sr. Deputy II	**375**	8,288	8,622	8,954	9,300	9,660	10,035	10,420	10,820	11,152	11,176	11,205	11,236	11,263

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-290

File ID:	AB2022-290	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/09/2022	**Entered by:**	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Action Research to develop an outreach program to foster behavior changes related to proper disposal of moderate-risk hazardous waste in the amount of $74,340

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The purpose of the project is to develop an outreach program to foster behavior changes related to proper disposal of moderate-risk hazardous waste, such as paint, oil and yard chemicals in Whatcom County

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Contract

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

STORMWATER
322 N. Commercial, Suite 224
Bellingham, WA 98225
Main: (360) 778-6230
FAX: (360) 778-6201
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, County Executive and
The Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director

FROM: Kraig Olason, Stormwater Program Manager
Kate Rice, Stormwater Program Specialist

DATE: APRIL 28, 2022

RE: Stormwater Hazardous Waste Outreach Program

Requested Action

Public Works respectfully requests that the County Executive and the Whatcom County Council enter into a contract for services between Action Research and Whatcom County for the sum of $74,340, for the purpose of developing an outreach program to foster behavior changes related to proper disposal of moderate-risk hazardous waste.

Background and Purpose

Whatcom County is regulated by a National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit. The Permit, administered by the Washington State Department of Ecology includes requirements for conducting public education and outreach and specifically requires social marketing.

The purpose of the project is to develop an outreach program to foster behavior changes related to proper disposal of moderate-risk hazardous waste, such as paint, oil, and yard chemicals, in Whatcom County. The current project will focus on residents living in the Birch Bay Watershed and Lake Whatcom Watershed. The Stormwater Division provides an advanced level of service in these two watersheds through stormwater utility fees. Although the pilot will focus on these two areas, it will be designed such that the strategies demonstrated to be effective can be scaled up to other similar areas of the County.

Funding Amount and Source

The contract will be in the amount of $74,430 and funded through the NPDES budget (10860.544410).

Please contact Kate Rice at extension 6302, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	
Division/Program: *(i.e. Dept. Division and Program)*	
Contract or Grant Administrator:	
Contractor's / Agency Name:	

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

Does contract require Council Approval? Yes No If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

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

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

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

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Goods and services provided due to an emergency
- ☐ Contract work is for less than $100,000.
- ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Contract work is for less than 120 days.
- ☐ Work related subcontract less than $25,000.
- ☐ Interlocal Agreement (between Governments).
- ☐ Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
$ _____
This Amendment Amount:
$ _____
Total Amended Amount:
$ _____

Summary of Scope:

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

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

Term of Contract:	Expiration Date:

Contract Routing:

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

Last edited 07/06/20

Whatcom County Contract No.

202205003

CONTRACT FOR SERVICES
Between Whatcom County and Action Research

Action Research, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County,** agree and contract as set forth in this Agreement, including:

General Conditions, pp. 1 to 13,
Exhibit A (Scope of Work), pp. 14 to 18,
Exhibit B (Compensation), pp. 19 to 20,
Exhibit C (Certificate of Insurance).

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 24 day of May, 2022, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of December, 2023 .

The general purpose or objective of this Agreement is to: complete a hazardous waste community-based social marketing project , 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 $74,340.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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.

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

CONTRACTOR:

Action Research

_____
Jennifer Tabanico, President

CONTRACTOR INFORMATION:

Action Research

Jennifer Tabanico, President

Address:
3630 Ocean Ranch Blvd.
Oceanside, CA 92056
760-722-4000

tabanico@actionresearch-inc.com

WHATCOM COUNTY:
Recommended for Approval:

_____
Public Works Director Date

Approved as to form:

_____
Senior Deputy Prosecuting Attorney-Civil Division Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

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.

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages,

minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

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

31.1 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.

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 that 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.

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.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then 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:

Kate Rice, Program Specialist, krice@co.whatcom.wa.us

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:

To Kate Rice: Whatcom County Public Works Stormwater
322 N. Commercial, St., Suite 224
Bellingham, WA 98225
Attention: Kate Rice
Telephone: (360) 778-6302
Email: KRice@co.whatcom.wa.us

To Holly Faulstich: Whatcom County Public Works Stormwater
322 N. Commercial, St., Suite 224
Bellingham, WA 98225
Attention: Holly Faulstich
Telephone: (360) 778-6290
Email: HFaulsti@co.whatcom.wa.us

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

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

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

40.2 Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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)

Project Approach

Background

Whatcom County is regulated by a National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit. The Permit, administered by the Washington State Department of Ecology includes requirements for conducting public education and outreach and specifically requires social marketing. The Whatcom County Public Works Stormwater Division works to prevent pollution from stormwater runoff, improve water quality, and protect public and private properties from flooding and erosion in the regulated areas of unincorporated Whatcom County.

Purpose

The purpose of the project is to develop an outreach program to foster behavior changes related to proper disposal of moderate-risk hazardous waste in Whatcom County. The current project will focus on residents living in the Birch Bay Watershed and Lake Whatcom Watershed. The Stormwater Division provides an advanced level of service in these two watersheds through stormwater utility fees. Although the pilot will focus on these two areas, it will be designed such that the strategies demonstrated to be effective can be scaled up to other similar areas of the County.

Approach

Many key water quality outcomes are tied directly to human behavior. Consequently, the delivery of effective behavior change programs is essential to achieving the water quality protection goals outlined in the Permit. By far, the most common approach to promoting behaviors that prevent pollution has been through marketing campaigns that aim to increase knowledge and awareness through wide-reaching media efforts such as radio, television, and social media. Although these campaigns are often memorable and recognizable, a growing body of scientific research demonstrates that provision of information rarely results in the adoption of pro-environmental behavior (McKenzie-Mohr, 2011). Pollution prevention behaviors, including hazardous waste disposal, are often more difficult, more costly, or more time-consuming than the alternatives, and simply knowing what to do or recognizing its importance is rarely enough to spark action.

Community-based social marketing (CBSM) has emerged as an effective alternative to traditional education campaigns (McKenzie-Mohr, 1996; 1999; 2011; McKenzie-Mohr, Lee, Schultz, & Kotler, 2011; Schultz & Tabanico, 2007). CBSM is based on social science research demonstrating that behavior change is often most effectively achieved through initiatives delivered at the community level that focus on removing barriers to an activity while simultaneously enhancing the activity's benefits. CBSM brings together knowledge from the field of social marketing with a variety of behavior change "tools" drawn from social psychology, environmental psychology, and other behavioral sciences.

CBSM involves five steps:

1. Selecting which behavior(s) to target;

2. Identifying the barriers and benefits to the selected behavior(s);

3. Developing strategies that reduce the barriers to the behavior(s) to be promoted, while simultaneously enhancing the benefits;

4. Piloting the strategies and determining which are most cost-effective; and,

5. Broadly implementing the most cost-effective strategies and conducting ongoing evaluation.

CBSM has been demonstrated time and again to produce substantial and measurable changes in behavior, and the approach is well suited to address the specific needs of the Stormwater Division. Additionally, because the programs developed under this approach are piloted on a small scale, the program can be refined as needed until there is documented evidence to show that the program works before it is broadly implemented. This research-based approach can prevent spending money on ineffective programs such as large traditional advertising campaigns or a social media presence that do not translate into measurable behavior change.

Proposed Work Plan

Phase One: Behavior Prioritization

Task 1. Kickoff Meeting

The contractor will facilitate a conference call or virtual meeting with County staff and other project stakeholders including the Whatcom County Health Department and Waste Management Program representatives, as appropriate. The purpose of the meeting is to identify project goals, logistics, and clarify project tasks. The contractor will confirm the timelines and dates for meetings, reporting, invoicing, deliverables, and other key milestones. The contractor will also identify communication preferences, clarify review and approval procedures, and define roles and responsibilities.

Task 2. CBSM Briefing

The contractor will conduct a complimentary two-hour virtual training for County staff and key project stakeholders. The training will include an introduction to the CBSM process and key elements. The overview session will align staff and partners on the goals, procedures, and terminology associated with the community-based social marketing approach. The session will help to ensure that leadership, staff, and partners are equipped at the outset with an understanding of the process and the data gathering activities that will ultimately lead to program elements.

Task 3. Review Existing Data

The contractor will work with the Stormwater Division, Whatcom County Health Department, Solid Waste Management Program, Disposal of Toxics facility, and others as appropriate, to gather relevant data regarding current hazardous waste disposal priorities and procedures in Whatcom County. Behavior-change programs are most successful when they are focused on just a few, high impact behaviors rather than a laundry list of things people could do. Although the program may educate about all materials, we will address barriers to the most important items. The goal of the data review is to identify the priority focus materials for the barrier and benefit research phase.

Task 4. Identify Target Behaviors

Using the information gathered in Task 3, the contractor will develop a list of clearly defined behaviors. These disposal behaviors and associated materials will be prioritized based on an analysis of their impact on water quality, probability of change, level of improper disposal (penetration) and applicability to the target population. The highest rated behaviors will be promoted to the barrier and benefit research phase. Where appropriate, the contractor will also identify and define behavior chains. A behavior chain is defined as an essential behavior or series of sub-actions that precede engagement in the target behavior. Barriers to any one of those behaviors can impede engagement in the target behavior.

PHASE ONE DELIVERABLES:

- Project plan and timeline
- CBSM briefing
- List of end-state non-divisible behaviors
- Behavior chains

Phase Two: Barrier/Benefit Research and Strategy Recommendations

A barrier is anything that impedes an individual from engaging in a particular behavior. Barriers can be either internal to the individual (i.e., lack of motivation) or external to the individual (i.e., lack of infrastructure). Barriers to one-time behaviors (e.g., purchase appropriate storage containers) are likely to be different than repetitive behaviors (e.g., recycling used motor oil). Barriers to engaging in behaviors vary depending on the population, context, and behavior of interest. Barriers to taking a particular action can also differ by demographic characteristics, job functions, values, or other population segments. Although this step adds some time and cost to the project, failure to properly address identified barriers can result in the delivery of programs that have little or no impact.

Task 1. Literature Review

The contractor will conduct a brief literature review related to moderate-risk hazardous waste disposal to identify the range of barriers and benefits uncovered in other programs. The contractor will work with the County to obtain and review relevant reports and data on event participation, collection rates, event participant feedback, and other relevant information.

Task 2. Develop Barrier/Benefit Survey

The contractor will develop a barrier/benefit survey to assess barriers that impede proper disposal of high priority items and benefits that may facilitate participation. Based on the anticipated budget and focused geographic location for the pilot, the contractor has identified intercept

surveys as the most viable method for obtaining relevant and representative data on perceived barriers and benefits. To make the most efficient use of our time with participants, the contractor will create survey modules based on current use of various groups of hazardous materials. If the participant uses garden chemicals (or automotive fluids, etc.), follow-up questions about barriers to proper disposal will be asked of those specific items. The number of modules and target sample size will be determined by the behaviors of interest selected in Step 1. The contractor will collaborate with county staff to select locations for the intercept interviews and ask for permission to conduct the surveys near or within various retail locations (e.g., automotive, gardening, or hardware stores).

Task 3. Implement Barrier/Benefit Survey

The contractor will create all implementation protocols, data collection tracking documents, and a print-ready survey document.

Action Research employees will travel to Whatcom County and conduct the intercept interviews over a two-day period. Action Research employees will train and work with County staff and volunteers who are available to assist with data collection.

Task 4. Analyze Survey Data

The contractor will analyze the data and summarize the findings to provide the foundation for the next step, develop strategies. Analyses will include descriptive, inferential, and multivariate statistics, as appropriate. Results will be presented in a PowerPoint presentation showing key findings.

Task 5. Develop Strategy Table

The contractor will create a strategy table that displays the relationship between research outcomes and possible strategy elements. For each possible strategy element (e.g., social norms), the table will list options for how the element can be operationalized through various channels. The table will also include key messages to address motivations and informational barriers. Although it is not possible to say in advance exactly what the strategies will look like until the barrier/benefit research is complete, approaches based on CBSM principles will be created to address each barrier and to emphasize the benefits of engaging in hazardous waste disposal behaviors. Based on our experience, these may include:

- Convenience. Make the behavior easier to do and, if possible, decrease the convenience of undesirable alternatives.
- Social Diffusion. Using the social networks of early adopters and trusted neighborhood or community leaders, provide opportunities for them to share their engagement in the target behaviors.
- Social Norms. Through signage, posters, and other means, communicate messages about the social approval of the target behavior or the extent to which others are engaged. Provide ways to make the behaviors more visible.
- Prompts. Strategically place reminders to help residents remember to engage in the proper disposal actions
- Commitment. Secure personal pledges and public-facing displays of engagement in the target behaviors.

PHASE TWO DELIVERABLES:

- Brief summary of literature review findings
- Draft and final survey instrument
- Final survey data file
- Topline results by survey item
- PowerPoint presentation of results
- Strategy table document

Phase Three: Strategy Design

In the strategy design phase, the contractor will utilize outcomes from the barrier and benefit research to develop specific strategies and tools to reduce barriers and enhance motivations. the contractor will develop techniques for removing the identified barriers and select appropriate behavior change tool(s) that will enhance motivation.

Task 1. Develop Creative Brief

Before creating outreach materials, the contractor will work with the County to develop a creative direction for the campaign. A creative platform and premise will be created to include options for review and discussion. The brief will include a list of creative deliverables including art concepts, messages, themes, and possible slogans. Once the campaign theme is determined, specific tactics will be developed which could include flyers, stickers, posters, digital ads, and other branded collateral.

Task 2. Develop Outreach Pieces

Once the creative brief is approved, the contractor will develop the campaign messages, design, content, and recommended distribution protocol. Action Research will be responsible for production and distribution of the outreach. Anticipated deliverables include three outreach pieces (e.g., flyer and postcard) and digital material (e.g., web content or landing page). Where appropriate, the contractor will also utilize existing materials rather than creating original outreach collateral to save program resources.

Task 3. Develop Strategy Plan

The contractor will create a detailed strategy plan that includes the outreach messages and materials, and identification of program messengers and communication channels. The plan will also include preliminary pilot designs. The contractor will propose utilizing pilots that include more than one treatment group. For example, creating treatment groups that receive the materials via different outreach channels (e.g., direct mail versus in-person), provides data about the effectiveness (and cost) of those channels. The same is true if there is an interest in testing different program messages or social science tools.

PHASE THREE DELIVERABLES:

- Creative brief memo
- Production ready files for three outreach pieces
- Strategy plan

Phase Four: Pilot Testing

Following the CBSM approach, the contractor will be careful to pilot each strategy with a small portion of each audience using (whenever possible) a control group. Pilot testing allows us to determine the efficacy of specific programs and highlights areas where changes need to be made before widespread implementation. Furthermore, this approach will allow the contractor to test strategy elements against each other on a small scale, which is a useful way of identifying the most cost-effective way of achieving behavior change over the long term.

Task 1. Identify Pilot/Control Groups

The contractor will identify treatment and control areas in each of the two target watersheds. They will seek input from the County in selecting pilot areas that have broad applicability. The contractor proposes an experimental design with a minimum sample size of at least 300 in each watershed (i.e., 200 participants in the treatment group(s) and 100 participants in the control group). Ultimately, sample sizes will be determined based on a combination of the selected target behaviors and outreach approach.

Task 2. Develop Metrics

The contractor will identify relevant metrics by drawing from existing records at the collection facilities and events. The contractor will recommend additional metrics, if needed, to adequately measure behavior change.

Task 3. Implement Pilot

The contractor will implement the outreach in the treatment areas in Birch Bay and Lake Whatcom Watersheds. For purposes of budgeting, the contractor will assume that the core outreach will be delivered by direct mail, by Action Research. If in-person elements are needed (e.g., events, door hanger placement), the contractor will coordinate with the County to utilize County staff, interns, or volunteers, as appropriate. The contractor will create all implementation documents which includes all necessary protocols, tracking spreadsheets, and scripts.

Task 4. Analyze Pilot Results

The contractor will analyze the results of the pilot using all available metrics. If a control group is used, the contractor will compare results obtained from the treatment group with those obtained in the control area. If multiple delivery methods are tested, the contractor will compare the cost-effectiveness of each at changing behaviors. The contractor will present the results in the summary report along with recommendations for revising or scaling up the program.

PHASE FOUR DELIVERABLES:

- Metrics list
- Pilot implementation plan
- Summary report

Phase Five: Implementation and Evaluation

Task 1. Develop Turnkey Strategy

When the pilot is successful at changing behavior, the tested strategies can be implemented more broadly. Additionally, the strategies developed, and pilot tested using the community-based social marketing framework can be packaged into turnkey strategies or toolkits that can be applied more broadly to communities that share similar profiles of barriers and benefits to the target behaviors.

The contractor will write a comprehensive program implementation plan that includes all program elements (i.e., communications and outreach materials, protocols and tracking tools) and recommendations for ongoing evaluation. The contractor will include instructions for packaging program elements that can be used as turnkey strategies across the County and in other jurisdictions.

PHASE FIVE DELIVERABLES:

- A comprehensive implementation plan that includes turnkey strategy elements

Timeline

Below is the anticipated timeline for completing the services outlined in this contract.

Task	Deliverables	Target Date
Phase One: Behavior Prioritization		
Task 1. Kickoff Meeting	Meeting Agenda and Notes	June 2022
Task 2. Optional CBSM Briefing	2-hour virtual presentation	June 2022
Task 3. Review Existing Data	Outcome summary	June 2022
Task 4. Identify Target Behaviors	Behavior list	July 2022
Phase Two: Barrier/Benefit Research and Strategy Recommendations		
Task 1. Literature Review	Brief memo	July 2022
Task 2. Develop Barrier/Benefit Survey	Final survey instrument	July 2022
Task 3. Implement Barrier/Benefit Survey	Completed intercept surveys	August 2022
Task 4. Analyze Survey Data	Data file	August 2022
Task 5. Develop Strategy Table	Recommendation document	Sept 2022
Phase Three: Strategy Design		
Task 1. Develop Creative Brief	One-page summary	Sept 2022
Task 2. Develop Outreach Pieces	Up to three outreach pieces	Oct 2022
Task 3. Develop Strategy Plan	Written plan	Oct 2022
Phase Four: Pilot Testing		
Task 1. Identify Pilot/Control Groups	Brief memo	Sept 2022
Task 2. Develop Metrics	Brief memo	Sept 2022
*Task 3. Implement Pilot**	Implementation plan	Nov-Feb 22-23
Task 4. Analyze Pilot Results	Summary report	Mar 2023
Phase Five: Implementation and Evaluation		
Task 1. Develop Turnkey Strategy	Implementation manual	Mar 2023

*Implementation timeline, including evaluation will be determined during strategy development and pilot design. A shorter one-month timeframe for implementation may be appropriate but is unknown at this time.

EXHIBIT "B"
(COMPENSATION)

Budget and Funding

The source of funding for this agreement, in the amount not to exceed $74,340, is NPDES cost center 10860.544410.

The budget for this work is as follows:

Action Research	President		Project Manager		Graphic Designer		Production Artist		Traffic & Production		Research Associate		Research Coordinator		Research Assistant		Direct Costs				
Budget Estimate	Tabanico		Large/Rhoades		Decker		Caymo		Trout		Nelson		Ballard		TBD		Supplies & Printing	Travel			
	$200.00		$150.00		$115.00		$100.00		$100.00		$100.00		$90.00		$60.00						
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	Cost	LABOR	DIRECT	TOTAL
Behavior Prioritization	2	$400	10	$1,500	0	$0	0	$0	0	$0	14	$1,400	1	$90	0	$0	0	0	$3,390	$0	**$3,390**
Kick-off Meeting	1	$200	2	$300	0	$0	0	$0	0	$0	2	$200	1	$90	0	$0	$0	$0	$790	$0.00	$790
CBSM Briefing (pro bono)	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0.00	$0
Review HHW facility + other	0	$0	2	$300	0	$0	0	$0	0	$0	8	$800	0	$0	0	$0	$0	$0	$1,100	$0.00	$1,100
Identify + create behavior list	1	$200	6	$900	0	$0	0	$0	0	$0	4	$400	0	$0	0	$0	$0	$0	$1,500	$0.00	$1,500
Barrier Research	3	$600	41	$6,150	0	$0	0	$0	0	$0	76	$7,600	74	$6,660	44	$2,640	$400	$4,200	$23,650	$4,600	**$28,250**
Conduct literature review	0	$0	1	$150	0	$0	0	$0	0	$0	8	$800	0	$0	0	$0	$0	$0	$950	$0.00	$950
Create survey + methods	2	$400	16	$2,400	0	$0	0	$0	0	$0	28	$2,800	36	$3,240	0	$0	$0	$0	$8,840	$0.00	$8,840
Implement, AR collects data	0	$0	4	$600	0	$0	0	$0	0	$0	4	$400	32	$2,880	32	$1,920	$400	$4,200	$5,800	$4,600.00	$10,400
Analyze data + report	0	$0	12	$1,800	0	$0	0	$0	0	$0	32	$3,200	4	$360	12	$720	$0	$0	$6,080	$0.00	$6,080
Create strategy table	1	$200	8	$1,200	0	$0	0	$0	0	$0	4	$400	2	$180	0	$0	$0	$0.00	$1,980	$0.00	$1,980
Strategy Development	3	$600	12	$1,800	56	$6,440	24	$2,400	9	$900	3	$300	0	$0	0	$0	$0	$0	$12,440	$0	**$12,440**
Create creative brief	1	$200	4	$600	24	$2,760	0	$0	1	$100	1	$100	0	$0	0	$0	$0	$0	$3,760	$0.00	$3,760
Create outreach materials	1	$200	4	$600	32	$3,680	24	$2,400	8	$800	2	$200	0	$0	0	$0	$0	$0	$7,880	$0.00	$7,880
Create strategy plan	1	$200	4	$600	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$800	$0.00	$800
Pilot Design	2	$400	30	$4,500	2	$230	0	$0	4	$400	52	$5,200	68	$6,120	0	$0	$3,350	$0	$16,850	$3,350	**$20,200**
Identify pilot + control groups	1	$200	4	$600	0	$0	0	$0	0	$0	4	$400	0	$0	0	$0	$0	$0.00	$1,200	$0.00	$1,200
Define metrics + protocols	0	$0	2	$300	0	$0	0	$0	0	$0	4	$400	4	$360	0	$0	$0	$0.00	$1,060	$0.00	$1,060
Implement, print materials	0	$0	8	$1,200	2	$230	0	$0	4	$400	4	$400	24	$2,160	0	$0	$3,350	$0.00	$4,390	$3,350.00	$7,740
Analyze data + report	1	$200	16	$2,400	0	$0	0	$0	0	$0	40	$4,000	40	$3,600	0	$0	$0	$0.00	$10,200	$0.00	$10,200
Implementation + Eval	2	$400	48	$7,200	4	$460	14	$1,400	2	$200	4	$400	0	$0	0	$0	$0	$0	$10,060	$0	**$10,060**
Create turnkey toolkit	2	$400	48	$7,200	4	$460	14	$1,400	2	$200	4	$400	0	$0	0	$0	$0	$0	$10,060	$0.00	$10,060
TOTALS	**12**	**$2,400.00**	**141**	**$21,150.00**	**62**	**$7,130.00**	**38**	**$3,800.00**	**15**	**$1,500.00**	**149**	**$14,900.00**	**143**	**$12,870.00**	**44**	**$2,640.00**	**$3,750.00**	**$4,200.00**	**$66,390.00**	**$7,950.00**	**$74,340.00**

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided in the Rate Schedule provided above. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage is to be reimbursed at the IRS rate; lodging and per diem will be reimbursed at a rate not to exceed the GSA rate for the location at which services are provided. Reimbursement for air travel will be at coach rates. Other expenditures such as printing, postage and telephone charges shall be reimbursed at actual cost. Car rentals will be reimbursed for Standard sized, or lesser.

The Contractor will invoice monthly. Invoices will include hours worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the contract amount of $74,340. Any work continuing after the completion date of the amended contract, unless otherwise agreed upon in writing, will be at the Contractor's expense.

Lodging: $96/person/night
Meals and Incidentals:

- Day of Travel to and From Bellingham: $44.25
- Full days working in Bellingham: $59

Invoicing

1. The Contractor shall submit itemized invoices on a monthly/quarterly basis in a format approved by the County. Monthly/quarterly invoices must be submitted by the 15th of the month following the month of service.

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

Attn: Kate Rice, Program Specialist
Whatcom County Public Works,
322 N. Commercial St., Suite 224
Bellingham, WA 98225

In lieu of mailing invoices, the contractor may opt to email invoices to the following:

Project Manager: Kate Rice, krice@co.whatcom.wa.us
Cc: Beth Bushaw, bbushaw@co.whatcom.wa.us

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services provided under this contract if the Contractor has been or will be paid by any other source. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

6. If the Agreement covers "public work" as defined by RCW and WAC, then Contractor shall submit "Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" per all applicable Washington State Prevailing Wage Law and as more fully defined in RCW 39.04, RCW 39.12 and WAC 296-127.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/28/2022

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the 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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lovitt & Touché A Marsh and McLennan Agency, LLC 1050 W Washington Street, Suite 233 Tempe AZ 85281	**CONTACT NAME:** Carrie Perica, CISR **PHONE (A/C, No, Ext):** 520-722-7223 **FAX (A/C, No):** **E-MAIL ADDRESS:** cperica@lovitt-touche.com
INSURED ACTIRES-C1 Action Research, Inc. 3630 Ocean Ranch Blvd. Oceanside CA 92056	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Massachusetts Bay Insurance Company — 22306 **INSURER B :** Landmark American Insurance Company — 33138 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1444263550 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	Y	OD4A636297	6/15/2021	6/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 0
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X California / Included	Y		OD4A636297	6/15/2021	6/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 2,000,000 $ $ $ $ 0
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability Claims Made Coverage Retro Date: 6/15/07			LHR789640	6/15/2021	6/15/2022	Occurrence Limit Aggregate Limit Deductible	$1,000,000 $1,000,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The above-indicated Additional Insured and Waiver of Subrogation (WOS) are provided with respects to General Liability and Automobile Liability, when required in a written and executed contract. Such coverage afforded by these policies for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributory when required in a written and executed contract.

Supporting endorsements attached include: 391-1006; 391-1003
Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers as additional insureds

CERTIFICATE HOLDER

Whatcom County Public Works Stormwater
322 N. Commercial St., Suite 224
Bellingham WA 98225

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

Carrie A Perica

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insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. 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.

f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph **2.** above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

2. Premium shown in this policy 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 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.

3. 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.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY** Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY** Coverage:

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 such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	$50,000 Aggregate	5
Product Recall Deductible	$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury"is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

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(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs **(4)** or **(6)** above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph **(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:

a. Worked on; or

b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph **2.a.(1)(d)** does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury", paragraph **e.** is deleted.

b. SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury", paragraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** Definition **14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured,** paragraph **3.b.**:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

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c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated; or

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

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

d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. For the purpoess of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

 Includes copyrighted materials of Insurance Services Offices, Inc., with its permission.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2022

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the 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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
PAYCHEX INSURANCE AGENCY INC 225 KENNETH DR ROCHESTER, NY 14623 (877) 362-6785	PHONE (A/C, No, Ext): (877) 362-6785	FAX (A/C, No): (877) 677-0447
	E-MAIL ADDRESS: paychex@travelers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
INSURED ACTION RESEARCH INC 3630 OCEAN RANCH BLVD OCEANSIDE, CA 92056	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 627542229351811 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ ☐						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-9M506741-22	04/16/2022	04/16/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AS RESPECTS TO WORKERS COMPENSATION COVERAGE, WC 42 03 04 B TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT HAS BEEN ATTACHED TO THE POLICY.

CERTIFICATE HOLDER

WHATCOM COUNTY PUBLIC WORKS STORMWATER
322 N. COMMERCIAL ST., SUITE 224
BELLINGHAM, WA 98225

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

Michael J Mulligan

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-293

File ID:	AB2022-293	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/11/2022	**Entered by:**	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Western Washington University for support of the construction of a Longhouse in the amount of $75,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See correspondence for background

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Routing Form, Interlocal

WESTERN
WASHINGTON UNIVERSITY

Office of the President

Old Main 450
516 High Street
Bellingham, Washington 98225-9000
(360) 650-3480
www.wwu.edu

October 8, 2021

Satpal Singh Sidhu,
Whatcom County Executive

Whatcom County Council
311 Grand Avenue #108
Bellingham, WA 98225

Dear Executive Sidhu
and Whatcom County
Council Members,

As you know, Western Washington University is located on the ancestral homelands of the Lhaq'temish Lummi Nation and Nuxwsa7aq, Nooksack Nation, as well as other Coast Salish Nations. In recognition of the historic importance of place and in acknowledgement of the University's responsibility to promote educational opportunities for Native students, Western is building a traditional Coast Salish-style Longhouse for use by students, faculty, staff, and our surrounding communities.

The University is consulting with Coast Salish Tribes and Nations to ensure the cultural integrity of the project and working closely with the City of Bellingham on a location in the Sehome Hill Arboretum, that aligns with the mission and purpose of the Longhouse, and provides access to students, faculty, and staff, as well as the general public.

The Longhouse will serve as a gathering and ceremonial space for Native students as well as Coast Salish tribal nations throughout the Salish Sea region. It will support American Indian/Alaska Native and First Nations students by providing a dedicated space to gather, build community, and support each other. The Longhouse will also serve as a "house of healing" to acknowledge the past traumas and distress affecting Native peoples and long-standing racial injustices, as well as grief and suffering caused by the global pandemic and the ensuing economic crisis.

The vision for a Coast Salish Longhouse at Western originated from the Native American Student Union (NASU) and is the result of decades of dialogue among students, faculty, and campus administrators. Responding to the needs of Native American students, faculty, and staff is an important part of Western's strategic plan that, among other things, calls on us to recognize debts and obligations to Indigenous and Native nations. It also calls on us to advance inclusive student success. Education is the most powerful social equalizer, a true engine for upward mobility. But while postsecondary institutions have become increasingly diverse, the degree attainment gap persists for low-income students and students of color, and that trend has only been exacerbated by the impacts of the COVID-19 pandemic.

We recognize that our most important challenge is to increase retention and persistence rates and the number of graduates, while eliminating opportunity and achievement gaps for students from diverse and under-represented socio-economic backgrounds.

The establishment of a longhouse at Western was also a key element in our legislative proposal during the 2021-23 biennium, and I'm pleased to report that the University received $4.5 million for design and construction. We are currently engaged in fundraising efforts to raise another $500,000 from other sources.

We are grateful for the endorsement of the Affiliated Tribes of Northwest Indians and sponsorship of this project by Representative Debra Lekanoff. The University and the Office of Tribal Relations at Western now invite Whatcom County to join the City of Bellingham in supporting this historic effort to expand our community's multi-cultural infrastructure.

As our county's executive leader, you have galvanized efforts to strengthen equity and social justice in our communities. You have identified and recommended funding for projects that achieve a vision of inclusive success – a vision shared by Western as one of our core principles. We invite you to join us in this project to support community healing, nurture understanding, and foster learning.

Western respectfully asks that the Whatcom County Council consider a funding request of $75,000 to support the construction of the *House of Healing* Coast Salish-style Longhouse in our community which will be operated and maintained as a facility of Western Washington University.

We welcome the opportunity to explore this funding request with you at your earliest convenience.

In gratitude for your consideration of this request,

Sabah Randhawa
President
Western Washington University

Laural Ballew
Executive Director of American Indian/Alaska Native and First Nations Relations &
Tribal Liaison to the President

Enclosure

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	
Division/Program: *(i.e. Dept. Division and Program)*	
Contract or Grant Administrator:	
Contractor's / Agency Name:	

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

Does contract require Council Approval? Yes No If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

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

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

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):
$ _____
This Amendment Amount:
$ _____
Total Amended Amount:
$ _____

Summary of Scope:

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

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

Term of Contract:	Expiration Date:

Contract Routing:

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

Last edited 04/11/19

Whatcom County Contract No.

202205007

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WHATCOM COUNTY AND WESTERN WASHINGTON
UNIVERSITY (WWU)

This Interlocal Cooperation Agreement (the "**Agreement**") is made and entered into this day by and between Whatcom County, (the "**County**"), and Western Washington University, (the "**University**"). The County and the University may be individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS, the University is located on the ancestral homelands of the Lhaq'temish Lummi Nation and Nuxwsa7aq, Nooksack nation and other coast Salish Nation. In recognition of the historic importance of place and in acknowledgement of the University's responsibility to promote education opportunities for Native students, WWU is building a traditional Coast Salish-Style Longhouse for use by students, faculty, staff and surrounding communities; and

WHEREAS, the vision for this project originated from the Native American Student Union (NASI) and is the result of decades of dialogue among students, faculty, and campus administrators; and

WHEREAS, the Longhouse will serve as a gathering and ceremonial space for Native students as well as Coast Salish tribal nations throughout the Salish Sea region; and

WHEREAS, the University received a $4.5 million dollar grant for the design and construction of the Longhouse and are raising an additional $500,000 from other sources to complete the project; and

WHEREAS, Whatcom County remains a dedicated partner in supporting projects that achieve a vision of inclusive success and the County Council approved funding in the amount of $75,000 in support of this project, and

WHEREAS, the funding commitment is apportioned with the knowledge the County will utilize the Historical Preservation Fund as allowable through RCW 36.22.170 to support the County funding contribution; and

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

1. COMPENSATION. Whatcom County will reimburse up to $75,000 of the Longhouse construction costs. The University will invoice the County for construction costs and will include supporting documentation of costs being reimbursed.

2. ADMINISTRATION. The University shall comply with all state and federal laws related to contracting for services or consultants.

3. REPORTING. The University will report to the County upon project completion, total costs of the construction and total funding sources for the project.

4. EFFECTIVE DATE AND TERM. The Agreement shall be effective immediately upon its execution by all Parties. This Agreement shall continue in full force and effect until December 31, 2022.

5. WITHDRAWAL OF PARTIES. Any Party may withdraw from this Agreement by providing thirty (30) days written notice to the other parties.

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

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

The County: Tyler Schroeder, Deputy Executive
Whatcom County Executive Office
311 Grand Ave
Bellingham, WA 98225

The University: Donna Gibbs, Vice President
University Relations & Marketing
Western Washington University
516 High Street
Bellingham, WA 98225

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year according to the signatures below.

EXECUTED THIS _____ day of _____, 2022.

Western Washington University

Attest: _____
Donna Biggs, Vice President

_____
Finance Director

Approved as to form:

_____
University Attorney

EXECUTED this ____ day of _____, 2021.

WHATCOM COUNTY

_____
Satpal Sidhu
County Executive

Approved as to form:

Christopher Quinn per email 05/11/2022
Sr. Civil Deputy Prosecuting Attorney

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-297

File ID:	AB2022-297	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/12/2022	**Entered by:**	SWinger@co.whatcom.wa.us		
Department:	Finance Division	**File Type:**	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to enter into an Interlocal Cooperative Purchasing Agreement with Kitsap County which will allow reciprocal utilization of competitively bid contracts, pursuant to RCW Chapter 39.34 Interlocal Cooperation Act

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Administrative Services Finance requests approval for the County Executive to enter into an Interlocal Cooperative Purchasing Agreement with Kitsap County to utilize each other's competitively bid contracts for purchase of supplies, goods, services, and equipment, pursuant to RCW 39.34 Interlocal Cooperation Act. There is no fee to enter into this agreement

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo

WHATCOM COUNTY
ADMINISTRATIVE SERVICES

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

DATE: May 10, 2022

TO: Tyler Schroeder, Director of Administrative Services

FROM: Brad Bennett, AS Finance Manager

SUBJECT: Approval for a reciprocal Interlocal Cooperative Agreement with Kitsap County

- **Background & Purpose**

Administrative Services Finance is requesting approval to enter into a cooperative purchasing agreement with Kitsap County. This reciprocal agreement will allow Whatcom County and Kitsap County to utilize each other's competitively bid contracts for purchases of supplies, goods, services, and equipment, per RCW Chapter 39.34 Interlocal Cooperation Act.

- **Funding**

There is no fee to enter into this agreement.

Brad K Bennett

AS Finance Manager

Approved as recommended:

_____
Director of Administrative Services

Date of Council Action _____

Kitsap County Contract No.
KC-208-22

Whatcom County Contract No.

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

KITSAP COUNTY – WHATCOM COUNTY

This Agreement, made and entered into by and between KITSAP COUNTY, State of Washington, a Washington municipal corporation (hereinafter referred to as "Kitsap County") and WHATCOM COUNTY, State of Washington, a Washington municipal corporation (hereinafter referred to as "Whatcom County"), (collectively "Parties"), and whereby the Parties agree to cooperative governmental purchasing upon the following terms and conditions:

1. Cooperative Purchases. The Parties hereto, pursuant to Chapters 36 and 39 bidding laws, Revised Code of Washington, and pursuant to Chapter 39.34 of the Revised Code of Washington do hereby agree to cooperatively purchase supplies, goods, services, and equipment as a result of competitive bidding and within the qualifications or specifications established by and for Kitsap County and Whatcom County.

Parties will finalize their own arrangements, including option selection, selections, trade-in, and delivery arrangements for goods, services, and equipment directly with the applicable contractor or vendor. Kitsap County and Whatcom County agree that each Party has no liability as far as the durability, serviceability, performance and warranty of the goods, services, and equipment selected. It is also agreed that the goods, services, and equipment selected shall be agreed upon by each individual Party and will not be perceived as selected by the other Party. Kitsap County and the Whatcom County accept no responsibility of the performance of any contracts by the contractor, and Kitsap County and Whatcom County accept no responsibility for payment of the purchase price for any contract entered into by the other Party.

2. Administration. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Each Party reserves the right to contract independently for the purchase of any particular class of goods or services with or without notice to the other Party. The Parties reserve the right to exclude the other Party from any particular purchasing or services contract, with or without notice to the other Party.

3. Term. This Agreement shall take effect immediately and shall continue in effect until terminated. It may be terminated by either Party by giving ten (10) days written notice to the other; provided, however, that termination shall not affect or impair joint purchases of the Parties that are agreed to on or before the date of termination.

4. Compliance with Laws. Each Party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, that Party's bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

5. Indemnification. Each Party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither Party

assumes responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

6. Recording. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the respective county Auditor or posted on the respective county's website.

7. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns.

8. Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

9. The venue for any dispute related to this Agreement shall be in Whatcom County if the bid is issued by Whatcom County or in Kitsap County if the bid is issued by Kitsap County. Failure of either Party to declare any breach or default by the other Party immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

10. Any real or personal property acquired pursuant to this Agreement shall be held by the acquiring party.

Signatures on next page

Kitsap County Contract No.
KC-208-22

Whatcom County Contract No.

_____

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

KITSAP COUNTY – WHATCOM COUNTY

IN WITNESS WHERE OF, the parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.

WHATCOM COUNTY, WASHINGTON

_____

Satpal Singh Sidhu, County Executive

Dated: _____

Approved as to form:

By: _____
~~Chief~~ Civil Deputy

KITSAP COUNTY, WASHINGTON

_____
EDWARD E. WOLFE, Chair

_____
CHARLOTTE GARRIDO, Commissioner

_____
ROBERT GELDER, Commissioner

ATTEST:

_____ for
Dana Daniels, Clerk of the Board

Dated: May 9, 2022

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-298

File ID:	AB2022-298	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/13/2022	**Entered by:**	JThomson@co.whatcom.wa.us		
Department:	Health Department	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to support operations of an overnight shelter for young adults experiencing homelessness in the amount of $165,000 for a total amended contract amount of $250,018

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Amendment

WHATCOM COUNTY
Health Department

Erika Lautenbach, MPH, Director

Amy Harley, MD, MPH, Co-Health Officer
Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Northwest Youth Services – Emergency Interim Shelter Contract Amendment #3

DATE: May 13, 2022

Attached is a contract amendment between Whatcom County and Northwest Youth Services for your review and signature.

- **Background and Purpose**

This contract provides funding to support extended operations of an emergency interim shelter for young adults between the ages of 18 – 24 years of age. Northwest Youth Services (NWYS) operates an overnight shelter for young adults experiencing homelessness and provides these individuals with a safe place to sleep. This amendment increases Washington State Department of Commerce Emergency Solutions Grant (ESG-CV) funding by $160,500 and Local Document Recording Fee funding by $4,500 to support operations of the shelter through December 31, 2022, while a permanent solution is developed.

- **Funding Amount and Source**

Funding for this contract, in an amount not to exceed $250,018, is provided by County American Rescue Plan Act funds (CFDA 21.017), the Washington State Department of Commerce's ESG-CV (CFDA 14.231), and local document recording fees. These funds are included in the 2022 budget. Council approval is required as the additional funding provided by this amendment increases funding by more than 10% of the approved budget.

Please contact Ann Beck, Human Services Manager at 360-778-6055 (ABeck@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.

WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:
202201009 – 3

Originating Department:	85 Health
Division/Program: *(i.e. Dept. Division and Program)*	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Chris D'Onofrio
Contractor's / Agency Name:	Northwest Youth Services

Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?	Yes ☒	No ☐
Yes ☐	No ☒	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202201009	

Does contract require Council Approval?	Yes ☒	No ☐	If No, include WCC:	
Already approved? Council Approved Date:			(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	

Is this a grant agreement?					
Yes ☐	No ☒	If yes, grantor agency contract number(s):		CFDA#:	

Is this contract grant funded?			
Yes ☒	No ☐	If yes, Whatcom County grant contract number(s):	ARPA / 202008014

Is this contract the result of a RFP or Bid process?					
Yes ☐	No ☒	If yes, RFP and Bid number(s):	Sole Source	Contract Cost Center:	1388502 / 122800 / 122200

Is this agreement excluded from E-Verify?	No ☐	Yes ☒	

If YES, indicate exclusion(s) below:

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

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

$ 85,018

This Amendment Amount:

$ 165,000

Total Amended Amount:

$ 250,018

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

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

Summary of Scope: This contract provides funding for emergency interim housing for youth ages 18-24 who are experiencing homelessness.

Term of Contract:	12 Months	Expiration Date:	12/31/2022

Contract Routing:				
	1. Prepared by:	JT	Date:	04/19/2022
	2. Health Budget Approval	KR/JG	Date:	05/05/2022
	3. Attorney signoff:	RB	Date:	05/04/2022
	4. AS Finance reviewed:	M Caldwell	Date:	5/9/22
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2022-298	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

Whatcom County Contract Number:

202201009 – 3

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Northwest Youth Services
108 Prospect Street
Bellingham, WA 98225

CONTRACT PERIODS:

Original:	**01/01/2022 – 03/15/2022**
Amendment #1:	**01/07/2022 – 03/15/2022**
Amendment #2:	**03/01/2022 – 09/30/2022**
Amendment #3:	**05/25/2022 – 12/31/2022**

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A – Scope of Work to include minimum staffing levels required during shelter operations, extend the duration of shelter operations through end of 2022, and update reporting requirements.

2. Amend Exhibit B – Compensation, to increase funding by $165,000 to support shelter operational costs through the end of the extended contract period.

3. Add Exhibit F – ESG-CV Subaward Information

4. Add Exhibit G – ARPA Subaward Information

5. Funding for the total contract period (01/01/2022 – 12/31/2022) is not to exceed $250,018.

6. All other terms and conditions remain unchanged.

7. The effective start date of the amendment is 05/25/2022.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. 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 bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Ann Beck, Human Services Manager — Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director — Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney — Date

FOR THE CONTRACTOR:

Jason McGill, Executive Director

Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____ _____
Tyler Schroeder, Deputy Executive — Date

CONTRACTOR INFORMATION:

Northwest Youth Services
108 Prospect Street
Bellingham, WA 98225
jasonm@nwys.org

EXHIBIT "A" – Amendment #3
(SCOPE OF WORK)

I. Background & Purpose

This contract provides continued funding for operations at the Young Adult Emergency Shelter managed by Northwest Youth Services. The shelter opened in late 2021 to provide safe overnight lodging for up to 10 young adults experiencing homelessness between December 1, 2021 and March 1, 2022, and was jointly funded by Whatcom County and the City of Bellingham. The City of Bellingham provided funding for the months of December and January and the County will provide ongoing funding from January 1, 2022 through the end of this contract period on December 31, 2022. The shelter was initially (December-February) located on property owned and designated by the City of Bellingham, and then moved to a space provided by the First Congregational Church of Bellingham (FCCB), located at 2401 Cornwall Avenue, for the months of March-December of 2022. At the new location hosted by FCCB, the shelter will serve a maximum of 10 individuals simultaneously.

An estimated 75 unique individuals will benefit from utilizing the Young Adult Emergency Shelter during 2022. Shelter guests will be provided a safe, warm place to sleep as well as access to showers and light meals. Guests will receive service navigation assistance to connect with available community resources.

II. Statement of Work

Northwest Youth Services ("NWYS") will operate a Shelter for young adults experiencing homelessness, providing these individuals with a safe place to sleep. The Young Adult Shelter will be located on property owned and designated by the City of Bellingham and offered in-kind to NWYS to use for their winter shelter operations during the months of December 2021 – February 2022. In March, the shelter relocated to space provided by the First Congregational Church of Bellingham.

NWYS will provide staff during all hours of shelter operations with a minimum of two employees present at all time. These staff members will be available as a resource for shelter guests and will be prepared to coordinate services that meet the needs of individual program participants. These services include access to the coordinated entry housing system, counseling, enrollment for local, state and federal benefits, risk assessment and safety planning, and developing individualized housing and service plans that include paths to permanent housing stability.

The shelter will be available for individuals aged 18-24. Up to 10 guests will be accommodated nightly and the shelter will operate according to COVID safety protocols with mandatory screening processes. Client COVID needs will be assessed and if necessary, COVID testing will be administered.

The shelter will open each evening starting at 7:30pm and close at 8:00am each morning. Guests will not be able to access the shelter space during the day. Guests will have access to safe sleeping areas, cots for sleeping, navigation support to services and resources, and access to showers for health and hygiene needs. NWYS will provide light meals.

The program will provide shelter to young adults on a first-come, first-served basis. Guests who stayed the previous night will be able to reserve the same cot utilized the night prior by storing their bedding in a bin labeled with their name and placing it on top of the cot they used that night.

NWYS staff will be available to assist guests who cannot be admitted to the shelter (due to the client's age, the shelter being at capacity, or other reasons) with information on alternative shelters in the area. Minors under the

age of 18 who are not allowed to utilize this shelter will instead receive information about NWYS's PAD services (a shelter serving youth aged 13-17) and be referred to staff that can help them find safe age-appropriate shelter. No minors will be turned away to sleep on the street.

Guests will check in and be admitted at the shelter site at the intake/sign in area. Guests will be asked to record their first and last name, and date of birth to verify their age and eligibility for the shelter. Guests will be required to sign a Guest Agreement & Code of Conduct upon admittance to the shelter. The Code of Conduct will outline the policies and rules that shelter guests are expected to follow, and will be posted throughout the shelter space.

Equipment purchased with funds provided by this contract as well as unused supplies are to be stored for future use and/or repurposed to support other shelters operated by Northwest Youth Services in Whatcom County. The contract will run through December 31, 2022. NWYS will support move out, clean-up and restoration to each sites' original condition at the end of the operating period.

III. Reporting Requirements

Client data for this project will be recorded on a nightly basis with updates submitted to the contract manager as requested. Additionally, a Monthly Report shall be submitted in the template format provided. This template is available at: https://www.whatcomcounty.us/DocumentCenter/View/66141/WCHDyouthshelterNWYS2022

The data will include:

a. The total number of unique shelter guests that stay each quarter as well as a year-to-date total;

b. Mean length of stay for each guest that exits during the quarter. Median length of stay for each guest that exits during the quarter;

c. The percent of guests who were connected with on-going programs or services that will promote stability of health, housing, and/or financial wellbeing during their stay;

d. The number of exits and the destinations for each exit during the quarter (when known);

e. The previous housing type for each guest who enters the shelter (when known).

Exhibit B – Amendment #3
(COMPENSATION)

I. **Source of Funding and Budget**: The source of funding for this contract, in an amount not to exceed $250,018 is County ARPA funds, the Washington State Department of Commerce ESG-CV, and local document recording fees. COMMERCE and the State of Washington are not liable for claims arising from the Subcontractor's performance of the contract. The budget for this contract is as follows:

*Cost Description	Documents Required with Invoices	2022 Amount
ARPA Funding:		
Personnel (salary and benefits for staff)	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	$59,296
Shelter Operating Expenses	GL Detail	$8,886
Indirect (10%)		$6,818
	ARPA Subtotal	**$75,000**
ESG-CV & DRF Funding:		
Shelter Operations, as permitted by ESG-CV Guidelines Section 3.2 (Emergency Shelter)**	GL Detail	$25,608
Emergency Shelter Case Management, as permitted by ESG-CV Guidelines Section 6.4**	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	130,000
Emergency Shelter Motel Stays	GL Detail including client ID, payee, and amount of payment	$3,500
	ESG Subtotal	**$159,108**
Indirect (7% and funded by ESG-CV)		$11,137
	ESG-CV Subtotal	**$170,245**
Document Recording Fees Indirect Supplement		
Indirect (3% of ESG-CV direct costs provided by local document recording fees)		$4,773
	GRAND TOTAL	**$250,018**

*Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County.
**The most recent guidelines for use of ESG-CV funding can be accessed online at https://www.commerce.wa.gov/serving-communities/homelessness/emergency-solutions-grant/ or by contacting the County contract administrator.

II. **Invoicing**:

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above.
2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The county may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

"Exhibit F"
ESG-CV SUBAWARD INFORMATION

	Item Description	Contract Information
1	**Subrecipient Name (Exactly as listed in DUNS): www.SAM.gov**	Northwest Youth Services
2	**Subrecipient DUNS Number: www.SAM.gov**	78172241
3	**Federal Award Identification Number (FAIN):**	E-20-DW-53-0001
4	**Federal Award Date (from Federal contract)**	10/01/2020 – 09/30/2022
5	**Start and End Date of the contract:**	04/15/2022 – 09/30/2022
6	**Amount of Federal Funds Obligated by this action:**	$4,294,770
7	**Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):**	$170,245
8	**Total Amount of the Federal Award committed to the subrecipient through Whatcom County:**	$170,245
9	**Project description from Federal Award:**	To assist people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness and to address the needs of people in emergency shelters and unsheltered situations.
10	**Name of the Federal awarding agency:**	U.S. Department of Housing & Urban Development
11	**Name of the pass-through entity/entities:**	WA State Department of Commerce / Whatcom County
12	**Contact information for awarding official- (Name of County project coordinator)**	Christopher D'Onofrio
13	**Contact information for awarding official- General Contact email or phone number:**	360-778-6049 CDonofri@co.whatcom.wa.us
14	**CFDA Number**	14.231
15	**CFDA Name Program Name**	Emergency Solutions Grant Program
16	**Is the award Research and Development?**	No
17	**Indirect Cost Rate per the Federal Award**	Not specified
18	**Federal requirements imposed on the subrecipient by Whatcom County:**	See Exhibit D
19	**Additional requirements imposed by Whatcom County to meet its own responsibilities to the awarding agency:**	See Exhibit A
20	**Indirect Rate: Subrecipient approved rate or de minimis**	7%
21	**Access to subrecipient's accounting records and financial statements as needed.**	Yes
22	**Closeout Requirements**	Yes

"Exhibit G"
ARPA SUBAWARD INFORMATION

	Item Description	Contract Information
1	**Subrecipient Name (Exactly as listed in DUNS): www.SAM.gov**	Northwest Youth Services
2	**Subrecipient DUNS Number: www.SAM.gov**	782172241
3	**Federal Award Identification Number (FAIN):**	SLFRP1195
4	**Federal Award Date (from Federal contract)**	05/13/2021
5	**Start and End Date of the contract:**	03/03/2021 – 12/31/2026
6	**Amount of Federal Funds Obligated by this action:**	$44,528,542
7	**Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):**	$75,000
8	**Total Amount of the Federal Award committed to the subrecipient through Whatcom County:**	$75,000
9	**Project description from Federal Award:**	Coronavirus Local Fiscal Recovery
10	**Name of the Federal awarding agency:**	U.S. Department of the Treasury
11	**Name of the pass-through entity/entities:**	Whatcom County
12	**Contact information for awarding official- (Name of County project coordinator)**	Christopher D'Onofrio
13	**Contact information for awarding official- General Contact email or phone number:**	360-778-6049 CDonofri@co.whatcom.wa.us
14	**CFDA Number**	21.027
15	**CFDA Name Program Name**	Coronavirus State and Local Fiscal Recovery Funds
16	**Is the award Research and Development?**	No
17	**Indirect Cost Rate per the Federal Award**	Not specified
18	**Federal requirements imposed on the subrecipient by Whatcom County:**	See Exhibit E
19	**Additional requirements imposed by Whatcom County to meet its own responsibilities to the awarding agency:**	See Exhibit A
20	**Indirect Rate: Subrecipient approved rate or de minimis**	10%
21	**Access to subrecipient's accounting records and financial statements as needed.**	Yes
22	**Closeout Requirements**	Yes

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-299

File ID:	AB2022-299	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/16/2022	**Entered by:**	thelms@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Request for Motion		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request approval of the 2022 Economic Development Infrastructure Project list for funding from the EDI Fund and approval for the County Executive to enter into the required interlocals

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The County Administration, with unanimous support from the EDI Board, requests the County Council to make a motion approving the 2022 Economic Development Infrastructure Project list for funding from the EDI Fund and requests the Administration to prepare the corresponding budget supplemental and interlocals

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Council memo, Infrastructure Requests, Bham_MerSqualBirch, Blaine Sewer Project, Blaine Water Pump, Community Center - Lynden, Grover Street - Lynden, Pool-Recreation Center - Lynden, South Park Street-Water - Lynden, Trail Depot to 8th - Lynden, BST Clean Power Upgrades -Port, Metalworks Skatepark -Ferndale, Church Road Booster-Ferndale, Emergency Intertie - Ferndale

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

Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council members

THROUGH: Satpal Sidhu, County Executive

FROM: Tyler Schroeder, Deputy Executive

RE: EDI Board Recommendation – Countywide Infrastructure Program

DATE: May 3, 2022

The EDI Board is requesting the County Council to adopt a recent Board's recommendation to provide funding from the EDI Fund to support the construction of 12 countywide infrastructure projects.

- **Background and Purpose**

In 2021, the County Council considered utilizing ARPA funds to stimulate the economy by funding Countywide infrastructure projects. At that time, there were questions about how this program would be developed and if it was more appropriate to use the EDI fund for these types of projects. In coordination with the City Mayors and representatives of the Port of Bellingham it became clear that the EDI Fund is the most appropriate funding source and that the fund has an available balance to accomplish the project list.

To facilitate this "on-time" investment in infrastructure throughout the County the Administration worked with the representatives to develop the funding allocations. This funding allocation is proposed to have a 50% match from the EDI fund to the local jurisdictions 50% investment in the projects. The 50% match from EDI will be broken into a ¾ grant and ¼ loan. This allows the jurisdictions the upfront money needed to accomplish the projects while keeping a loan component in the EDI fund for long term stability for funding future projects.

The EDI board considered the project list and funding allocations in Exhibit A at their April 27th meeting. Additional details on the projects are also provided in the project "white papers". After thorough discussions on the economic benefit of the projects and the existing fund balance the EDI Board unanimously approved the list for Council consideration.

- **Funding Amount and Source**

$10.675 Million dollars will be will be drawn from the EDI Program's loan and grant program and the existing loan repayment balance. This will include $8.6 Million in grants and $2 Million in loans. With the matching funds from the local jurisdictions these local dollars will be leveraged to accomplish approximately $27.3 Million worth of community economic development projects throughout Whatcom County.

Over the last few years the EDI fund has developed a very sizable fund balance. This is in large part to the loan program that the County has been utilizing since the development of the program. The Loan Interest and Repayment section of the fund has an estimated balance of approximately $13 Million at the end of 2022. The Grant and Loan program has an estimated balance of $4.25 Million. In total, the program, excluding the County's Capital Facility portion, has approximately $17.25 Million available to spend. With the approval of these subject projects the fund will still have approximately $6.5 million in estimated fund balance at the end of 2022.

On an annual basis, the Grant and Loan portion of the fund collects approximately $4 million a year. With the approval of these projects, the Grant and Loan portion of the EDI Fund is still projected to have a fund balance of close to $10 Million at the end of 2023.

With Council approval of the requested funding, the Administration will enter into an infrastructure loan and grant agreement with each jurisdiction for their respective EDI infrastructure allocation.

- **Requested Council Motion**

The County Administration, with unanimous support from the EDI Board, requests the County Council to make a motion approving the 2022 Economic Development Infrastructure Project list for funding from the EDI Fund and requests the Administration to prepare the corresponding budget supplement and interlocals.

Please contact me with any questions or concerns regarding the terms of this agreement.

Enclosure

	EDI 50%	County Request EDI		City Costs	Total	Description
Lynden	Request	3/4 Grant	1/4 Loan			
Rec Center	$ 250,000	$ 187,500	$ 62,500	$ 250,000	$ 500,000	Capital Facility - Building preservation
Community Center	300,000	$ 225,000	$ 75,000	300,000	600,000	Capital Facility - Building preservation
Grover Street Pavement Preservation	500,000	$ 375,000	$ 125,000	500,000	1,000,000	Infrastructure - street improvement
Trail Connector	500,000	$ 375,000	$ 125,000	500,000	1,200,000	Capital Facility - Community Trail
South Park Water and Street	700,000	$ 525,000	$ 175,000	1,000,000	1,700,000	Infrastructure - Storm and Water
Blaine						
Harvey Water Pump Station	$ 500,000	$ 375,000	$ 125,000	$ 500,000	$ 1,000,000	Infrastructure - Water
Sewer Rehab	2,500,000	$ 1,875,000	$ 625,000	5,000,000	$ 7,500,000	Infrastructure - Sewer
Ferndale						
Emergency Intertie Water	850,000	$ 637,500	$ 212,500	1,000,000	$ 1,850,000	Infrastructure - Water
Church Road Booster Station	250,000	$ 187,500	$ 62,500	500,000	$ 750,000	Infrastructure - Water
Skatepark	200,000	$ 150,000	$ 50,000	1,000,000	$ 1,200,000	Capital Facily - Parks and Rec
Port of Bellingham						
BST Terminal Power/Telecom Utility	1,500,000	$ 1,125,000	$ 375,000	1,500,000	$ 3,000,000	Infrastructure - Electrical/Telecom
City Of Bellingham						
Meridian Birchwood Phase I	3,500,000	$ 2,625,000		4,375,000	$ 7,000,000	Infrastructure - Road
Other						
Total Infrastructure Requests	**11,550,000**	**$ 8,662,500**	**$ 2,012,500**	**16,425,000**	**$ 27,300,000**	

	EDI 50%	County Request EDI		City Costs	Total	Description
Lynden	Request	3/4 Grant	1/4 Loan			
Rec Center	$ 250,000	$ 187,500	$ 62,500	$ 250,000	$ 500,000	Capital Facility - Building preservation
Community Center	300,000	$ 225,000	$ 75,000	300,000	600,000	Capital Facility - Building preservation
Grover Street Pavement Preservation	500,000	$ 375,000	$ 125,000	500,000	1,000,000	Infrastructure - street improvement
Trail Connector	500,000	$ 375,000	$ 125,000	500,000	1,200,000	Capital Facility - Community Trail
South Park Water and Street	700,000	$ 525,000	$ 175,000	1,000,000	1,700,000	Infrastructure - Storm and Water
Blaine						
Harvey Water Pump Station	$ 500,000	$ 375,000	$ 125,000	$ 500,000	$ 1,000,000	Infrastructure - Water
Sewer Rehab	2,500,000	$ 1,875,000	$ 625,000	5,000,000	$ 7,500,000	Infrastructure - Sewer
Ferndale						
Emergency Intertie Water	850,000	$ 637,500	$ 212,500	1,000,000	$ 1,850,000	Infrastructure - Water
Church Road Booster Station	250,000	$ 187,500	$ 62,500	500,000	$ 750,000	Infrastructure - Water
Skatepark	200,000	$ 150,000	$ 50,000	1,000,000	$ 1,200,000	Capital Facily - Parks and Rec
Port of Bellingham						
BST Terminal Power/Telecom Utility	1,500,000	$ 1,125,000	$ 375,000	1,500,000	$ 3,000,000	Infrastructure - Electrical/Telecom
City Of Bellingham						
Meridian Birchwood Phase I	3,500,000	$ 2,625,000		4,375,000	$ 7,000,000	Infrastructure - Road
Other						
Total Infrastructure Requests	**11,550,000**	**$ 8,662,500**	**$ 2,012,500**	**16,425,000**	**$ 27,300,000**	

Meridian Birchwood Roundabout

Funding Request: $2,625,000

Request: The City of Bellingham requests $2,625,000 for the Meridian Birchwood Roundabout project. This project is broken into two phases. Phase 1 will merge the Squalicum Parkway freight truck route with Birchwood Avenue on the west side of Meridian Street and decommission the Meridian/Squalicum traffic signal. Phase 2 will reconstruct the Meridian/Birchwood intersection as a multimodal roundabout. This funding request includes design of both phases and construction of Phase 1. The total cost of this funding request is estimated at $7 million. The City understands that the EDI request could be up to 50% EDI funding (75% grant, 25% loan) matched by 50% City funding.

The City is asking for only grant dollars and will make up the 25% loan amount with other funds as follows: $375,000 Bellingham Street Fund, $800,000 Bellingham Transportation Fund, $550,000 Bellingham Parks Greenways Fund, $150,000 Port of Bellingham funds, $2,500,000 Federal STBG funds, and $2,625,000 requested EDI funding (grant only). (City 62.5%, EDI (grant) 37.5%)

Issue: Two closely spaced intersections on a critical freight route and multimodal transportation link between the industrial Bellingham Waterfront and U.S.-Canadian border crossings connected by Interstate 5 and Guide-Meridian (SR 539) experience major congestion which delays freight movement. The recently completed Birchwood Avenue extension will increase intersection congestion due to the closely spaced signals. Better connection between Squalicum Creek Park and Cornwall Memorial Parks is also needed.

Solution: Phase 1—merge Squalicum Parkway with Birchwood Avenue and decommission the Squalicum/ Meridian traffic signal. Phase 2—Reconstruct the traffic signal at Meridian/Birchwood as a dual-lane multi-modal roundabout. A Greenways trail would connect Squalicum Creek Park and Cornwall Memorial Park. Acquire BNSF and adjacent rights-of-way to construct roundabout and trail. This project will increase safety, sight distance, access, and efficiency, implement projects listed in the Pedestrian Master Plan, Bicycle Master Plan, ADA Transition Plan, Parks PRO Plan, and coordinate with existing WTA service routes. This request is for design of both phases together with right-of-way acquisition and construction of Phase 1.

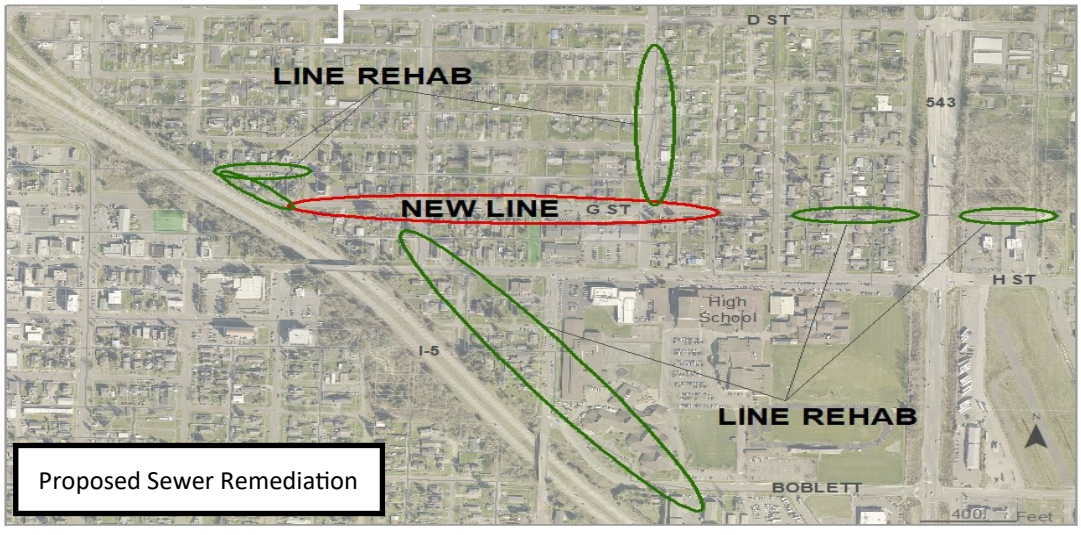
Blaine Sewer Rehabilitation Project

Funding Request: $2,500,000

Request: The City of Blaine requests $2.5 million to rehabilitate and upgrade the existing sewer conveyance system. The work will include repairing existing sewer lines and adding a new line to alleviate flow restrictions in 90-year old lines. This work will be undertaken in an area on the east side of the City and Interstate 5. The repaired areas will aid in accepting increased demands from the continuing residential construction in the East Blaine area. The total cost of this project will be approximately $7.5 million, of which the City of Blaine is requesting a $2.5 million portion ($1.875 million in EDI grant funding and $625,000 in EDI loan funding).

Issue: Existing sewer pipes have settled due to changing soil conditions around the pipe beds causing slumping. Pipes are cracked and crumbling in some locations. The degraded system is leading to liquid blockages and debris stopping normal gravity flow toward the wastewater treatment facility. The various segments with these conditions have led to a few manholes collecting wastewater and percolating through their covers into the streets during extreme flow events. The existing conveyance infrastructure of pipes, manholes, and lift stations is the main route for wastewater movement from the City's east side residential area and industrial and manufacturing areas.

Solution: The City is coordinating to reconstruct part of the existing wastewater infrastructure and to add a new bypass line. This is being done in order to alleviate existing problems and to ensure adequate future capacity. Under the proposed project, 1,550 feet of new 18-inch wastewater main will be installed at the head end for the sewer to accept the mass flows that will result once the East Blaine development extensions are operational. In addition, over 1,700 feet of existing wastewater mains will be rehabilitated including rebuilding up to five manholes to manage existing flows and augment future capacity.



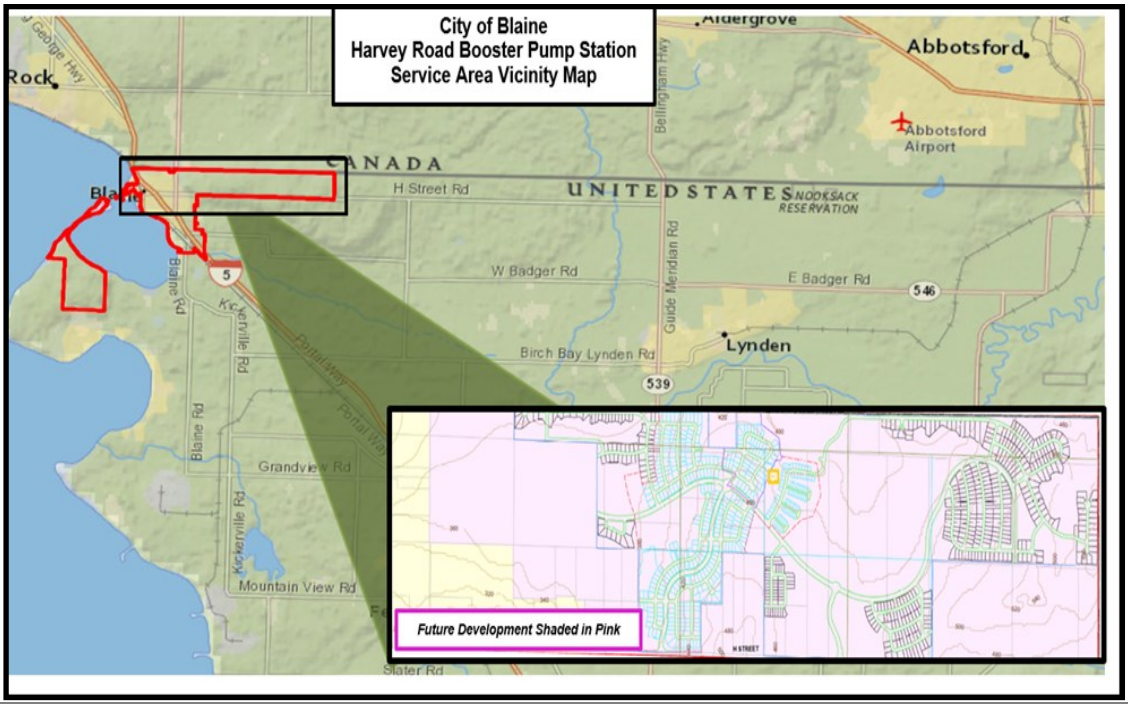
North Harvey Road Booster Pump Facility

Funding Request: $500,000

Request: The City of Blaine requests $500,000 of EDI funding to help build a water booster pump station and related infrastructure to serve the current community and prepare for the residential growth that is occurring in East Blaine. The City intends to contribute $500,000 of the City's ARPA funding to the project and is has received a $500,000 capital allocation from the State the complete the project funding. As development continues in the service area, developers will additional infrastructure to distribute potable water to new homes. The request is for a $125,000 loan and $375,000 grant.

Issue: Whatcom County is in need of additional housing. The County's Business and Commerce Committee has identified workforce housing as the single largest issue curtailing economic development. Young adults raised in the County are finding it impossible to remain in the County due to high housing costs. The City of Blaine's and Whatcom County's comprehensive plans have indicated a need for significant expansion to occur in East Blaine to support the expected population increase. Given that, the East Blaine area is projected to support almost 40% of the city's housing stock need over the next 20 years. Most of the area is at an elevation higher than what can be served by the existing water distribution system. The City has determined that a water booster pump station for Blaine's current water system service area is required to provide the necessary water infrastructure concurrent with upcoming residential and business development.

Solution: The portion of the subarea that is near and east of North Harvey Road will require a new pressure zone and major improvements to provide adequate service. This includes a new booster pump station, 12-inch looped trunk lines, and a new reservoir. The initial phase of the project is installation of the first pump in a new pump station building with adequate electrical service to serve this scalable solution. The City is currently completing the design phase of the project.



Lynden Community Center
Structural & Mechanical Repairs

EDI Funding Request: $300,000

Request: The City of Lynden is requesting Whatcom County Economic Development Investment (EDI) funds in the amount of $300,000 to perform critical structural and mechanical repairs and upgrades to the City's Community Center which is used by northern Whatcom County residents. The City regularly performs required maintenance, but some building components have reached the end of their useful life. The total cost of the proposed repairs and improvements is expected to be $600,000 and the balance of the project would be funded by the City. COVID restrictions had a severe impact on the operation of this facility.

Issue: The City partners with the Lynden Community/Senior Center, a 501(c)3 non-profit, which operates in an 11,000 square foot City building (a former grocery store). This Center helps mature adults in the community maintain their independence and quality of life by offering a lunch time meal program, meal delivery to the disabled and homebound, and exercise and socialization opportunities. This past summer the Center worked with the local Lions Club to operate a cooling shelter during excessive heat events. The Center includes a covered WTA bus stop with close access to essential City services for those using scheduled transit services including, paratransit and the new Lynden HOP.

Because of COVID the Center was closed to the public for over a year. However, during COVID staff continued to provide meals to the most vulnerable via home delivery and meal pickup options. The closure provided staff the opportunity to make modest interior cosmetic improvements and to identify other more significant deficiencies.

This facility operates with an inefficient, original 1969 HVAC system. The windows do not meet energy code, are difficult to operate, and have failing components. The HVAC system needs replacement to meet current standards and provide safe air circulation and filtration. Also, the building does not meet current energy standards and the upper brick façade needs to upgraded or replaced for seismic safety.

Solution: The City is interested in proceeding with structural and mechanical changes needed for this aging facility to correct seismic and energy code related deficiencies. EDI funds would be matched with $300,000 in City funds to complete the full project to replace the HVAC system and the needed exterior work on the Center. This will provide a safer, more energy efficient gathering place which offers vital services to a valued demographic of the northern Whatcom County population.

Photo showing front of the Community Center which requires seismic upgrades and major mechanical repairs

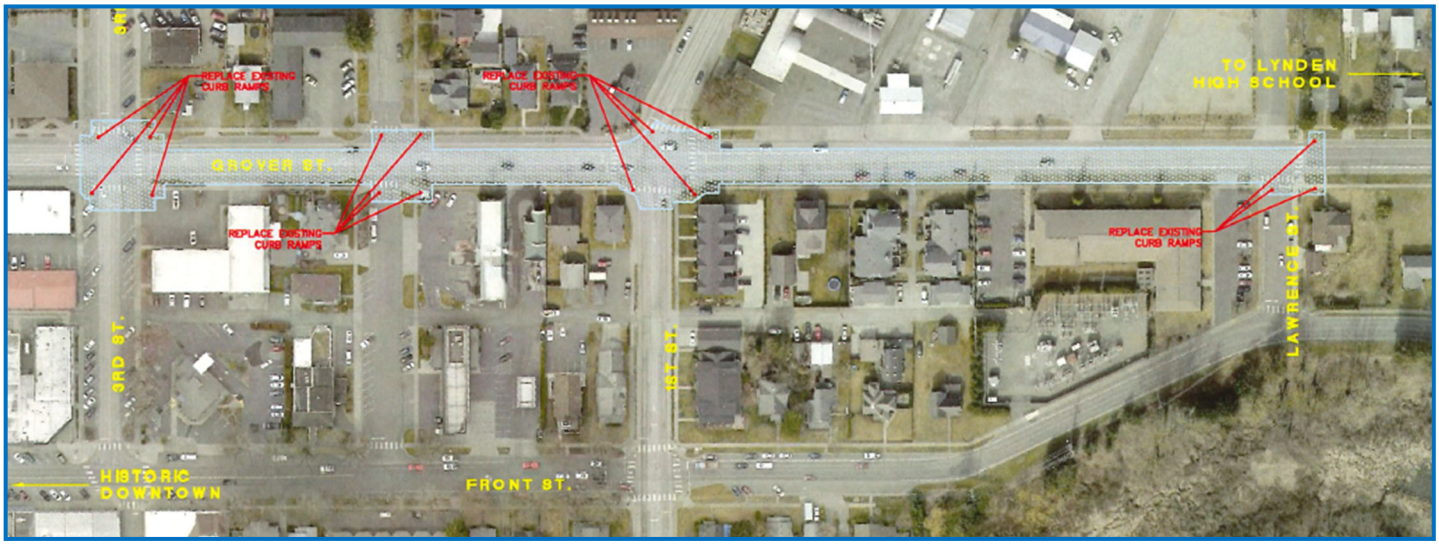
Grover Street Pavement Preservation

EDI Funding Request: $500,000

Request: The City of Lynden is requesting Whatcom County Economic Development Investment (EDI) funds in the amount of $500,000 to complete a structural overlay of approximately ¼ mile of Grover Street, between 3rd Street and Lawrence Street, including grinding the surface two inches for repaving and replacing existing curb ramps. The cross-streets at intersections will be ground back approximately 100 feet for a clean transition. New traffic loops will be installed at the two signalized intersections. The requested funds would be matched with City General Funds or a Transportation Improvement Board grant (pending).

Issue: Grover Street is a designated truck route and the principal east-west thoroughfare for commerce in the City of Lynden. This section of Grover Street provides primary access from Hannegan Road to the entire east side of Lynden where most of the recent development has occurred. It also provides connectivity north to State Route 546 (East Badger Road) and the Canadian border. The roadway needs resurfacing due to the high volume of freight and vehicle traffic. This section handles large volume of milk truck deliveries and freight deliveries to essential food processing and frozen storage facilities. This area also includes other smaller businesses that rely on this stretch of roadway for deliveries. Additionally, it is a principal school bus route and a scheduled WTA bus route. Existing curb ramps are in disrepair and need to be upgraded to meet current ADA standards for the many pedestrians that use this route.

Solution: A structural overlay in this area will improve one of the most important stretches of the Lynden street network. The project will extend the pavement life, improve traffic flow, and upgrade the pedestrian facilities to current ADA standards. Additionally, the traffic loops will be replaced and upgraded to increase the efficiency of the signals which control the large volume of vehicles travelling through the two signalized intersections in this section.



This aerial shows the proposed project area, including the intersections (in red) to be upgraded to current ADA standards.

Lynden Recreation Center
Exterior Siding Replacement

EDI Funding Request: $250,000

Request: The City of Lynden is requesting Whatcom County Economic Development Investment (EDI) funds in the amount of $250,000 to complete an exterior siding and roof replacement project on the City's recreation/ pool facility located at 100 Drayton Street. This City-owned 23,770 square foot building houses one of the only public pools in Whatcom County which provides for aquatics and water safety programs for all ages, including school children and senior citizens.

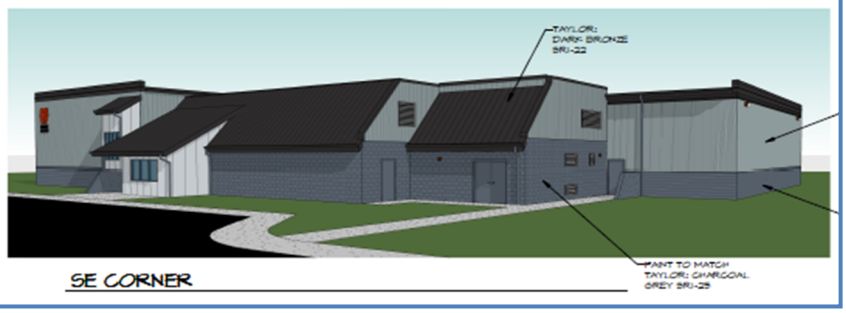
Issue: This city building was operated under a lease to the Whatcom Family YMCA from 1997 until 2020 when the facility was closed due to COVID-19. As a result of COVID-19, the YMCA Board made the difficult decision to end future operation of the facility to concentrate on their Bellingham operations.

This facility includes a public pool, locker rooms, and expanded fitness facilities for professionally-led fitness classes. The facility serves the swimming programs of several local school districts. The building was shuttered in April 2020 until the City could solicit another lease partner to operate the facility. This was with the understanding that the City retains ownership and responsibility for the maintenance and repair of the building envelope.

This building was constructed in the 1970's to enclose an existing outdoor pool and provide expanded indoor recreational spaces. The 40+ year old T1-11 wood siding is deteriorated and has reached the end of its economic life. The south side composition roof is badly deteriorated and needs to be replaced.

Solution: The City was able to find a new partner, Forge Fitness, to operate the pool and recreation facility. They have proposed replacing the wood siding and composition roofing with metal siding and standing seam roofing. This funding request would provide for Forge Fitness to complete these critical repairs under the lease terms before further deterioration jeopardizes the building and roof superstructure. The City Council Public Works Committee has reviewed and approved the proposed exterior improvements and has committed to providing the balance of the $250,000 to complete the entire $500,000 project. City Public Works crews will also be used to remove the existing earthen berm around the exterior of the building so that the new moisture barrier and siding can be extended to the foundation of the building, preventing structural damage. The proposed siding and roofing repairs will extend the life of this critical building for another 40+ years.

Architect's renderings showing the proposed metal siding and standing seam metal roof as seen from the southwest and southeast perspectives from Drayton Street and the entrance to the recreation facility.



South Park Water, Street, & Sidewalk Improvements

Funding Request: $700,000

Request: The City of Lynden is requesting Whatcom County Economic Development Investment (EDI) funds in the amount of $700,000 to complete water and street improvements on South Park Street. This City neighborhood collector has an undersized water main that doesn't provide adequate fire flow. Further, the street is old with non-ADA compliant sidewalks. The requested funds would be matched with $1,000,000 in City funds.

Issue: The ¼ mile section of water main beneath South Park Street is old, deteriorated, and doesn't meet current City standard. Flow testing has shown that the existing water main does not provide adequate fire flow which makes this a life safety concern for this neighborhood. The South Park roadway and sidewalk are also in poor condition and are logical candidates for replacement and upgrading to current Federal Americans with Disabilities Act (ADA) standards. South Park is a local neighborhood street connector between 8th Street and Depot Road, the major collector. This deficiency has been identified in the City's adopted Water System Plan.

Solution: This project will upgrade the water main to City standards to provide adequate fire flow and add fire hydrants for required fire protection to the neighborhood. After upgrading the below-street utilities, the existing old and deteriorated street will be reconstructed with new asphalt and pedestrian sidewalks and ramps to meet current Federal and City ADA standards.

The aerial photo below highlights the section of South Park Street that would receive new upgraded water main, street and pedestrian reconstruction to City ADA standards.

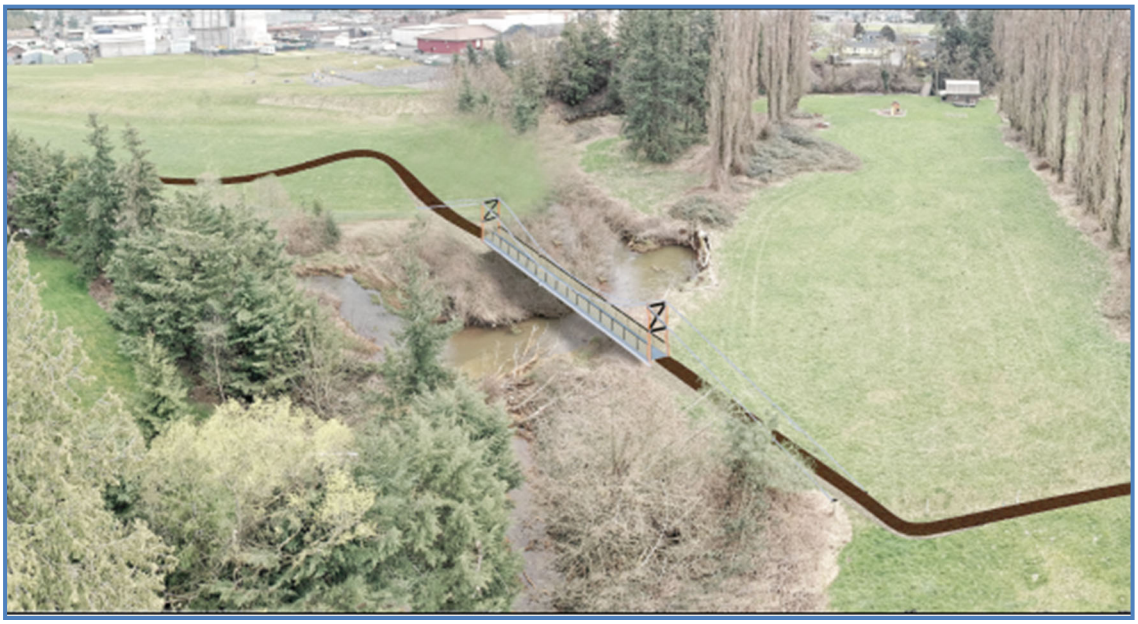
Jim Kaemingk Sr. Trail Connector:
Depot Road to 8th Street

Funding Request: $500,000

Request: The City of Lynden is requesting Whatcom County Economic Development Investment (EDI) funds in the amount of $500,000 to complete the trail extension from Depot Road to North 8th Street. This project will construct the final 5,000 feet of the 12-foot wide multi-modal east-west trail transportation system in Lynden. This section will follow along Fishtrap Creek between Depot Road and North 8th Street and includes a bridge over Fishtrap Creek. The requested funds would be matched with $500,000 in City Parks funds and a $200,000 State Department of Commerce Grant.

Issue: The City is seeking funding to complete its existing east-west trail network. The Jim Kaemingk Sr. Trail currently ends at Depot Road after meandering through the Lynden City Park along Fishtrap Creek. The trail does not begin again until approximately one mile later. As walking and biking have become more popular activities throughout the COVID-19 pandemic, the need for a continuous trail system has become more evident. Pedestrians currently must cross multiple streets to reach the final segment of the trail network. Additionally, this route is in the vicinity of multiple schools and the highly used Bender Fields. The existing trail network is a popular way for students to travel to and from school or athletic events on foot or by bicycle. The ability to provide off-street, safe travel for all while promoting health is a high priority in Lynden.

Solution: This project constructs 5,000 feet of 12-foot wide ADA-compliant trail to fill a gap in the City-wide multi-modal trail system. It provides educational and recreational opportunities along Fishtrap Creek in the central core of Lynden between Depot Road and North 8th Street. It provides multi-modal pedestrian access to Lynden schools including Fisher Elementary School, Lynden Middle School, and the Lynden Christian School complex which includes all grade levels. This trail section provides a connection from the west to City Park and the "Million Smiles" play area, the City Pool/Recreation Center, and the Bender Fields Recreation Area further to the east. The entire Kaemingk trail system began in 1994 and gives residents and visitors to Lynden an exceptional outdoor recreational activity that links to a wide variety of other City points of interest.



This photo-realistic rendering shows the proposed Kaemingk Trail Extension, including the pedestrian bridge over Fishtrap Creek.

Bellingham Shipping Terminal Clean Power

Funding Request: $1,125,000

PORT OF BELLINGHAM
Washington State

Request: The Port of Bellingham requests $1,125,000 to modernize power and telecommunication utilities at the Bellingham Shipping Terminal (BST), which are aged and incompatible with the needs of current marine trades business opportunities. These improvements are a key phase of work to modernize the BST in an effort to spur economic development in a facility that benefits all of Whatcom County. The total project budget is currently estimated at $3 million with significant design and permitting completed in 2019.

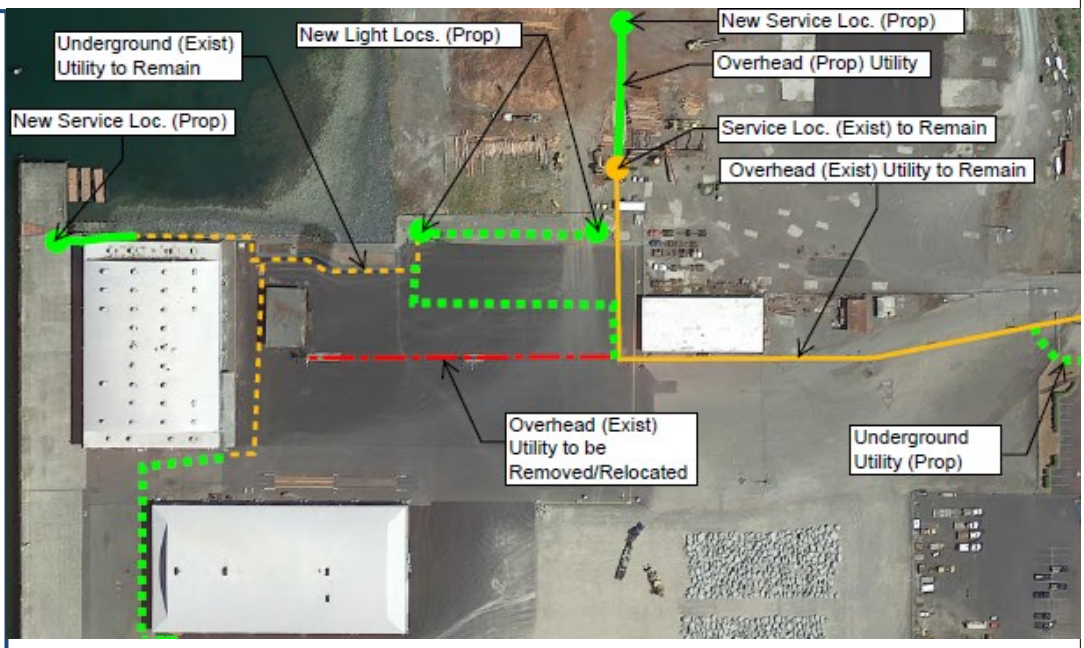
Issue: The current overhead power and telecommunication infrastructure is aged and outmoded, which limits potential business opportunities at the Shipping Terminal. Given the low power available along the pier, vessels at the BST must rely on diesel generators. This project will significantly reduce greenhouse gas emissions from ships at berth, improving air quality for maritime workers and community members. Shore power is increasingly requested by potential Port customers as it allows vessels to turn off diesel engines while at the dock, reducing air pollution and greenhouse gas emissions which contribute to climate change. Additionally, this project allows the removal and undergrounding of overhead power lines allowing large equipment to fully utilize the limited footprint of the Bellingham Shipping Terminal. The overhead utilities are a potential obstacle and safety hazard for managing large cargo. The Port has completed prior capital projects that have installed portions of the planned new, upgraded underground utility infrastructure and this next phase of work was planned to implement the upgraded power and fiber extension. However, following the uncertainty of the COVID-19 pandemic, this project was deferred in 2020 and is currently unfunded.

Solution: This project will complete the work to extend fiber (high-speed internet) access to BST and will increase power available to Berth 1, the two warehouses, and extend power service to the area adjacent to the BST, which will support operations. Some of the base infrastructure (e.g., vaults) for this next phase of work were procured in 2019/2020 and permits were secured to complete the work prior to the pandemic. This work will remove portions of the overhead utilities and will allow vessels to connect to clean shore power, minimizing or eliminating the need for vessels to run generators.

- BST is **critical infrastructure to Whatcom County's economic and disaster resiliency planning**.

- BST was recently identified in the Whatcom County CEDS 2021-2025 by stakeholders in the public, private, and nonprofit sectors, as one of **the biggest opportunities for Whatcom County's future economy.**

- Improvements to BST provides **new business and diversifies the Port's revenue base, increasing resiliency of the Port**, an important economic development actor



Schematic of Improvements

Metalworks Skatepark
(City of Ferndale Washington)

Funding Request: $200,000 ($150k grant, $50k loan)

Request: The City of Ferndale requests $200,000 to complete construction of the proposed Metalworks Skatepark, to be built in 2023.

Issue: There are few opportunities for informal recreation, especially for teenagers, in the City of Ferndale. Skateparks have been shown to be an excellent draw for informal youth recreation, and a series of studies have demonstrated that skateparks, and skateboarding, play an increasingly important role in the physical and mental well-being of younger people, particularly those who might be at risk. Skateboarding is empowering, is one of the fastest-growing recreation activities among younger generations, and in Ferndale will be placed in a well-used area that is visible to the public. Well-designed skateparks are also a significant draw, and are a major driver in regional tourism and economic development – two factors that will benefit Downtown Ferndale. In 2021 the City secured $480,000 in funding from the Washington State Recreation and Conservation Office (RCO) for a 10,000 square foot skatepark. The City has committed up to an additional $520,000 to complete construction. However, the rising costs of inflation risk the City exceeding this budget, and could result in a diminishment of the park or the area around it.

Solution: The City of Ferndale has embarked on a private fundraising campaign to support the skatepark. As the skatepark will provide a regional draw throughout Whatcom County (similar to the regional draw of the Star Park playground), the City is requesting $200,000 through the EDI program.

EDI Eligibility: The project is listed in the City's Parks, Recreation, and Trails Master Plan, which is adopted by reference into the City's Capital Facilities Plan. The City has reviewed EDI eligibility opinions issued by the Washington State Attorney General and believes that this project meets the requirements of the EDI program, and the AG opinion.

FUTURE SKATEPARK LOCATION

CONCEPTUAL DESIGN

Church Road Booster Station
(City of Ferndale Washington)

Funding Request: $250,000

Water Infrastructure

Request: The City of Ferndale requests $250,000 of EDI funding in 2022 to replace pumps, motors, controls, and electrical components at the City of Ferndale's Church Road Booster Station. The City has committed to the project with a current engineer's estimate of construction cost at approximately $730,000, and will be responsible for the remaining cost.

Issue: Originally constructed in 1979, the booster station provides pumping necessary to fill the City's largest water reservoir within the main pressure zone. The current station utilizes pumps and motor controls that are inefficient, unreliable, and no longer supported by the original manufacturer. Additionally, the current station lacks backup power generation or ability to connect backup power in the event of power interruptions. The work will improve the overall operational efficiency of the station while providing reduced operational costs.

Solution: The City has completed design for upgrades to the system including new variable frequency drives, more efficient pumps, and electrical components. Additional work will include transfer stitch and generator connection to provide the ability to operate the station during power interruptions.

Emergency Water Intertie Project
(City of Ferndale Washington)

Funding Request: $850,000 (grant)

Water Infrastructure - EDI

Request: The City of Ferndale requests an $850,000 grant in order to complete construction of an emergency water intertie project between the City of Ferndale and City of Bellingham. While an $850,000 grant is requested, the City is also amenable to a combination grant/loan.

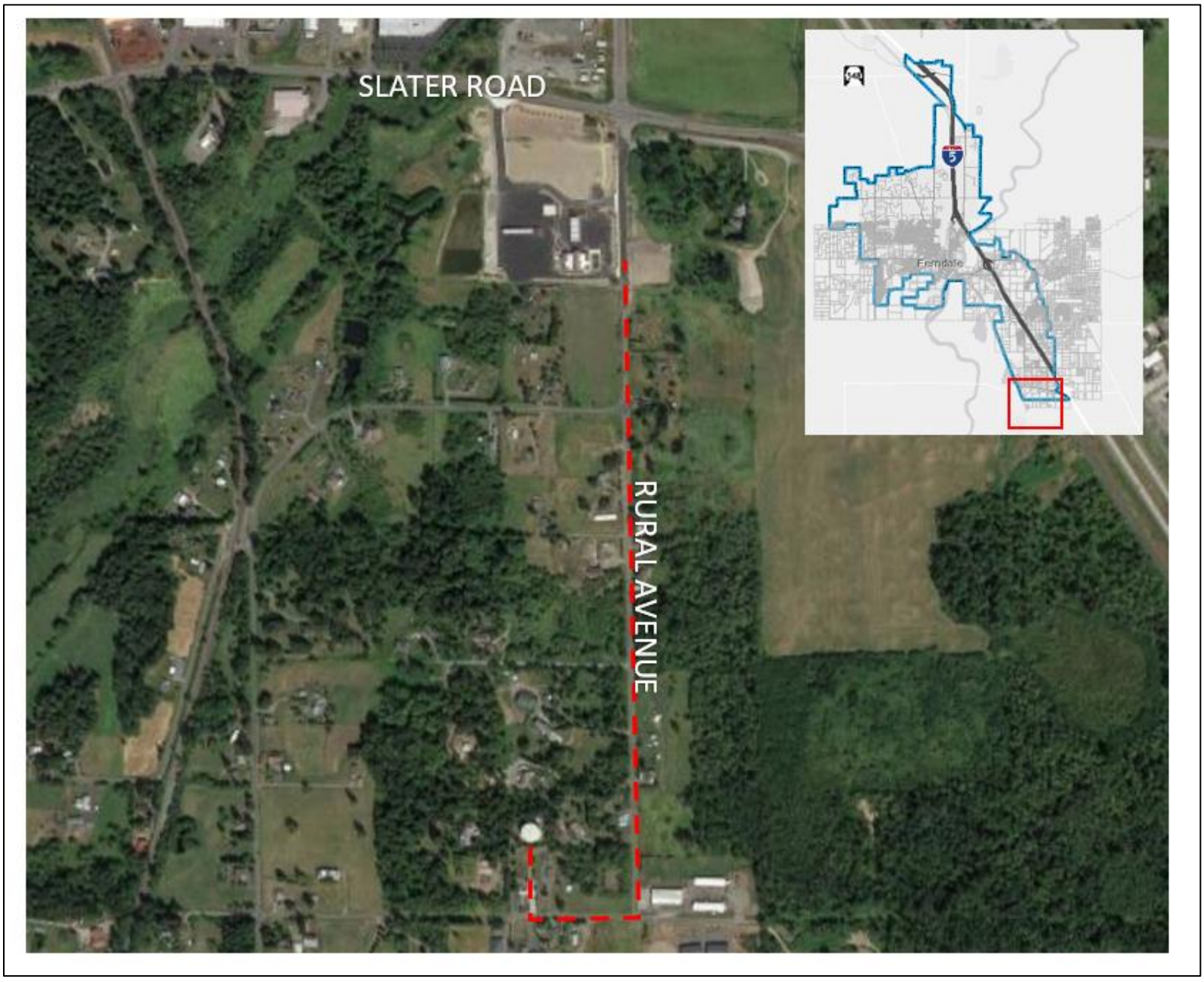
Issue: The City of Ferndale has historically utilized the Nooksack River as the primary source for municipal drinking water. Within the last decade the City has transitioned to a system of wells that are hydrologically separated from the Nooksack River. The Nooksack River provides habitat and spawning grounds for endangered salmon species and is experiencing a significant reduction in seasonal flows as a result of climate change and other factors.

In an era of increased water scarcity, the City of Bellingham and the City of Ferndale have sought to establish an emergency intertie between the two jurisdictions. This intertie would allow the City of Ferndale to access City of Bellingham municipal water in case of an emergency situation (including but not limited to major fire, damage to Ferndale wells or pumps stations, contamination, well failure, and more). While the City of Ferndale has secured sufficient water rights to support forecast growth, an intertie provides an important redundancy, should it become needed.

Solution: The City of Ferndale and the City of Bellingham have adopted interlocal agreements for the emergency intertie, and the intertie has been designed. This intertie will consist of a new water main between an existing City of Bellingham water tank approximately one-half mile south of the Ferndale City limits, and the City's existing municipal water mains.

Ferndale has completed a 90% engineering estimate for this project, which is projected to cost $1.85 million. The project is considered shovel-ready. The City is prepared to pay for the remaining $1 million of the project.

EDI Eligibility: The project will enable the City to maintain the municipal water services that the community and businesses rely on, even during an emergency event.


SLATER ROAD
RURAL AVENUE

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-268

File ID:	AB2022-268	**Version:**	1	**Status:**	Agenda Ready
File Created:	04/26/2022	**Entered by:**	AReynold@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Report		
Assigned to:	Council Public Works & Health Committee			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Report from the Public Works Department

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works quarterly report to Council

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-301

File ID:	AB2022-301	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/16/2022	**Entered by:**			
Department:		**File Type:**	Discussion		
Assigned to:	Council Committee of the Whole			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Discussion of next steps for proposed amendments to Title 20 (Zoning) related to vacation (short-term) rentals

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

On May 10 Council held an advisory hearing to gather public comments on proposed amendments to Title 20 (Zoning) to regulate vacation (short-term) rentals. No action was taken following the hearing and staff needs clarification on next steps.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo - May 2022, Exhibit A - Title 20 Amendments

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

Mark Personius, AICP
Director

Memorandum

TO: The Honorable Whatcom County Council
The Honorable Satpal Sidhu, County Executive

FROM: Cliff Strong, Senior Planner

THROUGH: Steve Roberge, Asst. Director

DATE: April 26, 2022

SUBJECT: Advisory Public Hearing on Vacation Rental Regulations

Purpose

On March 8th the Council decided to hold an advisory public hearing on potential amendments to Title 20 (Zoning) to regulate vacation (short-term) rentals. The purpose of the advisory hearing is to gage public sentiment on whether such regulations are needed and/or supported by the public. This memo is intended to provide background on the potential amendments.

Background

In late 2014 after having received complaints from citizens neighboring vacation rental units the Council started a process to adopt regulations pertaining to vacation rentals (a.k.a., short-term rentals or STRs). Whatcom County Code (WCC Title 20, Zoning) currently does not prohibit the rental of single-family dwellings, either short- or long-term. Lacking such a prohibition, vacation rentals are allowed wherever single-family dwellings are allowed.

When the Council's review process first started the Council was provided a range of regulatory schemas, including:

1. **Permitted outright as a single family dwelling.** Allow rentals of any duration in residential zones without conditions.
2. **Permitted with performance standards.** Allow vacation rentals as a permitted use in all rural and residential zones, subject to conditions.
3. **Permitted in specified locations, with performance standards.** Same as 2 but permitted only in certain zones or geographic areas.
4. **Permitted with registration.** Same as 2 or 3 but with licensing or registration requirements.
5. **Prohibition.** Vacation rentals are not permitted uses in any residential zones.

After a series of discussions[1] and a recommendation from the Planning Commission[2], the Council chose a schema that would (see Exhibit A for details):

- Add vacation rentals as an accessory use in UR, URM, URMX, RR, RRI, TZ, RC, STC, AG, and R, and as a conditional use in the Lake Whatcom Watershed Overlay District;
- Adopt performance standards addressing parking, maximum numbers of guests, signage, health and safety measures, etc.;
- Require those on septic to provide a current satisfactory Report of System Status upon registration (and thereafter every three years);
- Require owners to annually register with Planning and Development Services; and,
- Amend the definitions of "bed and breakfast establishment" and "bed and breakfast inn" and add a new definition of "vacation rental unit".

So as to maintain consistency between zoning (Title 20) and the Shoreline Management Program (SMP), amendments were also proposed to Title 23 (Exhibit B). These amendments would:

- Include vacation rental units and bed and breakfast establishments as part of a single-family residential use (rather than a commercial use) for purposes of determining permitted uses in various shoreline designations;
- Remove bed and breakfasts as a conditional use in the Urban Conservancy and Conservancy shoreline designations; and,
- Amend several definitions and add a definition of "vacation rental unit."

Both sets of draft amendments have been reviewed by the Planning Commission, who recommended approval. In 2016, the Council held a hearing on the SMP amendments and passed Resolution 2016-039, forwarding the SMP amendments to the Department of Ecology (DOE) for its review (which approved them). However, Council has not yet adopted an ordinance effecting them[3]. Nor has Council held a hearing or adopted the Title 20 (Zoning) amendments.

Since this process began there have been several elections and the Council is comprised of different members than in 2014. To aid them in their decision making, the current Council wants to hear from the public so as to gage whether such regulations are needed. To that end, the Council will be holding an advisory public hearing on May 10, 2022. Please visit https://www.whatcomcounty.us/3415/Participate-in-Virtual-Council-Meetings to see how to participate and voice your opinion.

Attachments

- Exhibit A – Draft Title 20 (Zoning) amendments

[1] The Council has discussed this issue in committee 12 times so far, from 9/16/2014 through 3/8/2022.
[2] The Planning Commission also held several workshops on the Title 20 amendments, and a public hearing on 1/8/2015.
[3] These amendments have been included in the SMP Periodic Update that Council has approved, though are not yet adopted into code as we're awaiting Department of Ecology approval prior to final adoption.

EXHIBIT A

Whatcom County Code Title 20 Zoning

AMENDMENTS

Note: Proposed changes since the last version went to the P&D Committee are highlighted in yellow.

CHAPTER 20.20 URBAN RESIDENTIAL (UR) DISTRICT

. . . . .

20.20.100 Accessory uses.

. . . . .

.106 Bed and breakfast establishments, except in the Lake Whatcom Watershed Overlay District, where bed and breakfast establishments are a conditional use, per WCC 20.51.070.

.107 Vacation rental units, per WCC 20.80.960, except in the Lake Whatcom Watershed Overlay District, where vacation rental units are a conditional use, per WCC 20.51.070.

. . . . .

CHAPTER 20.22 URBAN RESIDENTIAL – MEDIUM DENSITY (URM) DISTRICT

. . . . .

20.22.100 Accessory uses.

. . . . .

.107 Vacation rental units, per WCC 20.80.960.

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CHAPTER 20.24 URBAN RESIDENTIAL MIXED (UR-MX) DISTRICT

. . . . .

20.24.100 Accessory uses.

. . . . .

.107 Vacation rental units, per WCC 20.80.960.

. . . . .

CHAPTER 20.32 RESIDENTIAL RURAL (RR) DISTRICT

. . . . .

20.32.100 Accessory uses.

. . . . .

.106 Bed and breakfast establishments, except in the Lake Whatcom Watershed Overlay District, where bed and breakfast establishments are a conditional use, per WCC 20.51.070.

.107 Vacation rental units, per WCC 20.80.960, except in the Lake Whatcom Watershed Overlay District, where vacation rental units are a conditional use, per WCC 20.51.070.

. . . . .

CHAPTER 20.34 RURAL RESIDENTIAL - ISLAND (RR-I) DISTRICT

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20.34.100 Accessory uses.

. . . . .

.107 Vacation rental units, per WCC 20.80.960.

. . . . .

CHAPTER 20.35 ELIZA ISLAND (EI) DISTRICT

. . . . .

20.35.100 Accessory uses.

. . . . .

.108 Vacation rental units, per WCC 20.80.960.

. . . . .

CHAPTER 20.36 RURAL (R) DISTRICT

. . . . .

20.36.100 Accessory uses.

. . . . .

.109 Bed and breakfast establishments, except in the Lake Whatcom Watershed Overlay District, where bed and breakfast establishments are a conditional use, per WCC 20.51.070.

.110 Vacation rental units, per WCC 20.80.960, except in the Lake Whatcom Watershed Overlay District, where vacation rental units are a conditional use, per WCC 20.51.070.

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CHAPTER 20.37 POINT ROBERTS TRANSITIONAL ZONE (TZ) DISTRICT

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20.37.100 Accessory uses.

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.108 Vacation rental units, per WCC 20.80.960.

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CHAPTER 20.40 AGRICULTURE (AG) DISTRICT

. . . . .

20.40.100 Accessory uses.

. . . . .

.114 Vacation rental units, per WCC 20.80.960.

. . . . .

CHAPTER 20.42 RURAL FORESTRY (RF) DISTRICT

. . . . .

20.42.150 Conditional uses.

. . . . .

.160 Vacation rental units, per WCC 20.80.960.

. . . . .

CHAPTER 20.51 LAKE WHATCOM WATERSHED OVERLAY DISTRICT

. . . . .

20.51.060 Accessory uses.

All accessory uses in the underlying zone districts are permitted except as expressly prohibited or made conditional, or further conditioned by this chapter. (Ord. 2013-043 § 1 Exh. A, 2013).

20.51.070 Conditional uses.

All conditional uses in the underlying zone districts shall remain conditional uses unless expressly prohibited, made conditional, or further conditioned by this chapter. In addition, the following uses shall only be conditionally permitted:

. . . . .

.074 Bed and Breakfast Establishments and Inns.

.075 Vacation Rental Units, per WCC 20.80.960, with the following additional criteria in the Lake Whatcom Watershed Overlay District:

(1) In vacation rental units adjacent to the Lake Whatcom shoreline, the owner shall post notice to renters information about prevention of aquatic invasive species.

(2) The owner of a vacation rental unit using an on-site septic system shall provide to the department a current satisfactory Report of System Status upon registration and shall provide updated reports every three years thereafter for conventional gravity systems or annually for all other systems.

. . . . .

CHAPTER 20.59 RURAL GENERAL COMMERCIAL (RGC) DISTRICT

. . . . .

20.59.100 Accessory uses.

. . . . .

.108 Vacation rental units, per WCC 20.80.960.

. . . . .

CHAPTER 20.61 SMALL TOWN COMMERCIAL (STC) DISTRICT

. . . . .

20.61.100 Accessory uses.

. . . . .

.111 Vacation rental units, per WCC 20.80.960.

. . . . .

CHAPTER 20.62 GENERAL COMMERCIAL (GC) DISTRICT

. . . . .

20.62.100 Accessory uses.

. . . . .

.106 Vacation rental units, per WCC 20.80.960.

. . . . .

CHAPTER 20.64 RESORT COMMERCIAL (RC) DISTRICT

. . . . .

20.64.100 Accessory uses.

. . . . .

.113 Vacation rental units, per WCC 20.80.960.

. . . . .

DRAFT

CHAPTER 20.80 SUPPLEMENTARY REQUIREMENTS

. . . . .

20.80.580 Parking space requirements.

For the purpose of this ordinance, the following parking space requirements shall apply (See also WCC 20.97.140):

. . . . .

(7.1) Bed and Breakfast Establishments and Inns: 1 for each rented sleeping unit in addition to the parking spaces required for the single-family dwelling.

. . . . .

20.80.960 Vacation rental units

Vacation rental units are subject to all of the following standards:

(1) Vacation rental units in the Lake Whatcom Watershed Overlay Zone are subject to a conditional use permit per WCC 20.51.070 and WCC 20.84. A conditional use permit may set standards that are more restrictive than the standards in this section.

(2) There shall be no more than one vacation rental unit per lot.

(3) To operate, ~~E~~each vacation rental unit must be currently registered by the owner in the ~~department~~County's Vacation Rental Registry, maintained by Planning and Development Services. Registration must be reapplied for annually, by the date of the owner's first registration. A registration fee may be collected by the department, as specified in the County's Unified Fee Schedule. The department may revoke registration of a vacation rental unit if the owner ~~the department~~ has been cited ~~the owner~~ for two or more code violations within a 12-month period. The department shall issue a registration number for each vacation rental unit and the owner shall include the registration number in all advertising for the unit. The registration shall apply to the owner and not run with the land. Information provided at the time of registration shall include, at a minimum:

(a) Name and telephone number of the owner or an authorized agent who is available on a 24-hour basis to resolve problems associated with the unit,

(b) ~~A c~~Copies~~y~~ of the signage required to be posted ~~on the front exterior of the unit giving the 24-hour contact information for the owner or authorized agent, and a description of the specific posting location~~by subsection (8),

(c) A checklist of safety features required by the Building Official and Fire Marshal that the owner certifies are present in the unit,

(d) A statement that by signing the registration/permit application the owner or agent authorizes ~~department~~the County ~~staff~~ to inspect the property, and agrees to engage in dispute resolution and act in good faith to resolve disputes with neighbors arising from the use of a dwelling as a vacation rental.

~~A copy of the notice posted inside the unit providing guests with 24-hour contact information, safety information and rules of conduct, and~~

(e) A copy of the current State of Washington business license, including the Unified Business Identifier (UBI) number.

(4) The maximum number of persons permitted to stay in a vacation rental unit shall not exceed two per the number of legally permitted bedrooms being rented, plus two additional persons. The owner shall not advertise occupancy higher than the maximum number permitted by this subsection or by a conditional use permit, whichever is the lesser.

(5) Other than the contact information required to be posted by subsection (8)c, t~~T~~here shall be no outdoor signage or any other visible feature that would distinguish the unit from surrounding residential units.

(6) The vacation rental shall be operated in a way that will prevent unreasonable disturbances to nearby residents, per WCC Chapter 9.40.

(7) Off-street parking shall be provided per WCC 20.80.580(50).

(8) The owner of the vacation rental unit shall post notices to renters in prominent places, to include:

a. The maximum number of guests, as calculated in subsection (4)

b. ~~regarding~~ Guest rules of conduct and their responsibility not to trespass on private property or create disturbances.

c. The name and telephone number of the owner or authorized agent who is available on a 24-hour basis to resolve problems associated with the unit (to be posted both inside, for the guests, and outside, near the primary entrance).

d. A copy of the current State of Washington business license, including the Unified Business Identifier (UBI) number.

. . . . .

CHAPTER 20.97 DEFINITIONS

. . . . .

20.97.027 Bed and breakfast establishment.

"Bed and breakfast establishment" means a privately owned dwelling that is the primary residence~~(s)~~ of the owner~~s~~ and in which, for compensation, one to two rooms are used as sleeping units to house or lodge individuals or families for periods of less than ~~one month~~30 days as transient visitors with or without limited food service. The use of the dwelling unit for the bed and breakfast shall be clearly incidental and subordinate to its use for residential purposes and the purpose of the applicable zoning district. At least one owner shall be present overnight when a guest room is rented.

20.97.028 Bed and breakfast inn.

"Bed and breakfast inn" means a privately owned dwelling that is the primary residence(s) of the owner~~s~~ in which, for compensation, three to five rooms are used as sleeping units to house or lodge individuals or families for periods of less than ~~one month~~30 days as transient visitors with or without limited food service. The use of the dwelling unit for the bed and breakfast shall be clearly incidental and subordinate to its use for residential purposes and the purpose of the applicable zoning district. At least one owner shall be present overnight when a guest room is rented.

. . . . .

20.97.445.1 Vacation Rental Unit.

"Vacation Rental Unit" means a single-family dwelling unit, detached accessory dwelling unit, or accessory apartment that, for compensation, is rented as a single unit used to lodge individuals or families for a period of less than 30 days and where the owner is not present in the rented unit during the rental period. Individual sleeping rooms shall not be rented individually.

DRAFT

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-309

File ID:	AB2022-309	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/18/2022	**Entered by:**			
Department:		**File Type:**	Discussion		
Assigned to:	Council Committee of the Whole			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Discussion of a proposed ordinance providing for the submission of a proposition to the qualified electors of Whatcom County authorizing the County to lift the limit on regular property taxes under Chapter 84.55 RCW for the purpose of funding for childcare, early learning programs, and increased support for vulnerable childre

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Councilmembers to discuss a ordinance that would submit to the Whatcom County Auditor, for inclusion on the ballot in a special election to be held concurrently with the November 8, 2022, general election, a proposition to the qualified voters of the County to approve or reject a levy above the regular property tax limitations established in RCW 84.55.010 for the funding of childcare and early childhood programs to improve kindergarten readiness and funding for support of homeless and otherwise vulnerable children. The proposed levy lid lift authorized by the proposition would permit the County to increase its regular property tax levy by $0.19 per $1000 of assessed valuation, resulting in a regular property tax levy of $0.94 per $1000 of assessed valuation for collection in 2023 (calculated using the regular property tax rate in 2022, based on total assessed value in 2021), and to increase the levy thereafter as allowed by chapter 84.55 RCW to allow for the uninterrupted continuation of the levy lid lift for a term of ten (10) years. The amount collected in 2023 and in the following 9 years will be approximately $8,200,000.00 annually. Pursuant to RCW 84.55.050(5), the maximum regular property taxes that may be levied in 2032 for collection in 2033 and in later years shall be computed as if the proposition under this resolution had not been approved.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Ordinance

PROPOSED BY:_____
INTRODUCTION DATE:_____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SUBMISSION OF A PROPOSITION TO THE QUALIFIED ELECTORS OF WHATCOM COUNTY AUTHORIZING THE COUNTY TO LIFT THE LIMIT ON REGULAR PROPERTY TAXES UNDER CHAPTER 84.55 RCW FOR THE PURPOSE OF FUNDING FOR CHILDCARE, EARLY LEARNING PROGRAMS, AND INCREASED SUPPORT FOR VULNERABLE CHILDREN

WHEREAS, studies show that 90% of the human brain is developed before the age of 5. This period before kindergarten is the critical window for children to learn the basic skills to have a successful life and be ready to learn in school, such as attention, motivation, coordination, and self-esteem; and

WHEREAS, there are approximately 10,000 children under the age of 5 in Whatcom County, and up to 5,000 lack access to early learning because there are not enough spaces available. This childcare gap is worse in rural areas of the county; and

WHEREAS, studies show that children who go to high-quality preschool are more likely to read proficiently by the third grade, and more likely to graduate and go on to post-high school education such as college, technical school, or training programs that lead to good jobs as adults; and

WHEREAS, recent data shows that only 46% of students in Whatcom County, and only 25% of children of color, enter kindergarten fully ready to learn; and

WHEREAS, research shows that, for every dollar invested in early childhood programs, between $7 and $13 are saved in benefits to the community, including higher graduation rates, lower incarceration rates, and lower healthcare costs. Whatcom County currently spends only 2% of its budget on programs related to families, but spends much more responding to situations involving severe mental illness and homelessness, and on incarceration; and

WHEREAS, over 85% of Whatcom County businesses report staffing challenges from lack of childcare access; and

WHEREAS, increased wages would help attract, train, and keep high quality educators and providers for children in Whatcom County. Child care workers are essential, but their salaries have not kept up with the cost of living. Most earn minimum wage; less than $30,000 a year on average; and

WHEREAS, chapter 84.55 RCW generally limits the dollar amount of regular property taxes that a county may levy in any year, but RCW 84.55.050 allows a county to levy taxes exceeding such limit by majority approval of the voters, allows a county to include in the ballot proposition a limit on the purpose for which the additional taxes levied will be used and allows the proposition to provide for the expiration of the additional taxing authority; and

WHEREAS, the Whatcom County Council finds that the best interests of the citizens of Whatcom County require the submission of a proposition to the qualified voters of the County, in a special election to be held concurrently with the general election on November 8, 2022, to approve or reject a levy above the regular property tax limitations established in RCW 84.55.010 for the funding of childcare and early childhood programs to improve kindergarten readiness and funding for support of homeless and otherwise vulnerable children; and

WHEREAS, the taxes authorized by this proposition will be in addition to the maximum amount of regular property taxes the County would have been allowed to levy within the limitations provided for in RCW 84.55.010 in the absence of voter approval. Thereafter, such levy amount would be used to compute limitations for subsequent years as allowed by chapter 84.55 RCW; and

WHEREAS, the proposed levy lid lift authorized by this proposition would permit the County to increase its regular property tax levy by $0.19 per $1000 of assessed valuation, resulting in a regular property tax levy of $0.94 per $1000 of assessed valuation for collection in 2023 (calculated using the regular property tax rate in 2022, based on total assessed value in 2021), and to increase the levy thereafter as allowed by chapter 84.55 RCW to allow for the uninterrupted continuation of the levy lid lift for a term of ten (10) years. The amount collected in 2023 and in the following 9 years will be approximately $8,200,000.00 annually; and

WHEREAS, pursuant to RCW 84.55.050(5), the maximum regular property taxes that may be levied in 2032 for collection in 2033 and in later years shall be computed as if the proposition under this resolution had not been approved; and

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

SECTION 1 LEVY SUBMITTAL: To provide necessary funding for the purposes identified in Section 3 of this ordinance, the County Council shall submit to the qualified electors of the County a proposition authorizing a regular property tax levy in excess of the levy limitation contained in chapter 84.55 RCW which would allow the County, commencing in 2023 and thereafter continuing for an additional 9 years, to collect additional property taxes in the amount of $0.19 per $1000 of assessed valuation, for a total regular property tax of $0.94 per $1000 of assessed valuation for collection in 2023.

SECTION 2 DEPOSIT OF LEVY PROCEEDS: All levy proceeds shall be deposited into a fund, to be known as the Healthy Children's Fund, which shall be created by ordinance, and these funds and proceeds thereon shall be used exclusively for the purposes outlined in Section 3.

SECTION 3 ELIGIBLE EXPENDITURES:

A. The Healthy Children's Fund shall be used exclusively for the following:

1. **Increasing Affordable, High-Quality, Professional, and Accessible Early Learning and Child Care Opportunities.** Young children of all backgrounds will have increased access to affordable, high-quality, professional, and accessible early learning and child care experiences that meet the unique needs of families across Whatcom County.

    a. Funding in this area must address each of the following priorities:

        Affordable: Decrease the cost of early learning and child care experiences for both families and providers.

        High-Quality: Increase the quality of early learning and child care experiences.

        Professional: Attract and retain quality early childhood educators.

        Accessible: Expand early learning and child care services that meet the varied needs of families and children. Geographic locations, ages of children, special needs, and a broad range of child care scheduling needs (including emergency child care opportunities) will all be considered in the development.

2. **Helping vulnerable children of all backgrounds, including homeless and at-risk children.** Vulnerable children of all backgrounds will have increased access to the support they need, either directly or through support for their families, including mental and behavioral health services and housing stability programs. For the purposes of this ordinance, 'vulnerable children' are defined as any children at greater risk of experiencing physical or emotional harm and/or experiencing poor outcomes because of one or more factors in their lives, including but not limited to homeless and foster children.

    a. Funding in this area must address each of the following priorities:

        Expand Mental and Behavioral Health: Expand mental health services for vulnerable children and their families.

        Prevent and reduce homelessness of vulnerable children: Reduce the instances of vulnerable children experiencing homelessness, through diversion and other preventative services and reduce the trauma associated with homelessness by supporting interim

housing services and trauma-focused system reform directed at vulnerable children and their families.

Support Vulnerable Children's Parents: Expand supports and services for families who have or are expecting children deemed to be vulnerable.

b. Services funded under this section shall not include those that are already funded through the Continuum of Care system for homelessness that is part of the federal and state-mandated Coordinated Entry System.

3. **Help all children be ready for kindergarten.** Improvements to child care and early learning programs under this measure must be designed to advance the goal that children of all backgrounds in Whatcom County should enter kindergarten prepared and ready to learn.

4. **Independent Performance Audits and Oversight:** Ensure that taxpayer money is well spent achieving the goals adopted by the County Council in this ordinance and endorsed by the voters through passage of the levy.

B. Funding requirements and limitations:

1. The County shall ensure that the Healthy Children's Fund is used exclusively to sustain an increase in overall public expenditures for eligible services as set forth in this ordinance. Money in the Healthy Children's Fund shall not be used in lieu of federal, state, county, city or school district funding already committed for the purpose of providing outlined services.

2. School districts, and/or other public entities may be eligible to receive funds as a service provider if, through the County's purchasing procedures, they are deemed the best option to meet goals and outcomes.

3. All service providers, vendors and subcontractors of the Healthy Children's Fund shall be selected by fund administrators in compliance with County purchasing procedures. All service providers shall have and adhere to robust anti-discrimination and child protection policies. All contracts for service resulting from The Healthy Children's Fund should state the contract's objective, whether from this ordinance or the Community Health Improvement Plan.

4. Reimbursements to the County for administrative costs, evaluation, and overhead shall be limited to nine percent of levy proceeds, with up to three percent used for auditing and evaluation.

5. The Healthy Children's Fund may maintain reserve funds. It is intended that substantially all levy proceeds will be used for the purposes set forth in this ordinance within the ten-year levy period, and reserves maintained after the ninth year of the levy must be supported by a formal statement justifying the need for the reserve.

SECTION 4 IMPLEMENTATION PLAN:

1. The Department of Health shall serve as the fund administrator to develop an implementation plan and oversee the implementation of the Healthy Children's Fund. However, should the County later create a new department or entity that is a more appropriate fund administrator, the County Executive, with the concurrence of the County Council, may transfer the role of fund administrator to that new department or entity.

2. The Fund Administrator shall develop an implementation plan that identifies the specific strategies and projects to be funded and the outcomes to be achieved with the use of levy proceeds.

3. This implementation plan shall, to the maximum extent possible, be developed in collaboration with the Child and Family Well-being Taskforce, an existing community board established by the Whatcom County Council, and shall be transmitted to the County Executive by March 31, 2023, and every 2 years thereafter to be included as part of the budget submitted to the Council.

4. The Implementation Plan, including the spending plan, shall be open to and shared with the public. Before submitting to the County Executive, the Fund Administrator shall seek input from relevant advisory groups, including the Child and Family Well-Being Taskforce. The implementation plan should also include the following information:

    a) Details of fund allocations across eligible expenditures and strategies, including as a percentage of the fund revenue;

    b) Working criteria for fund allocation to guide the granting and/or contracting process for non-administrative expenses;

    c) An overview of the granting/contracting process that includes opportunities for community members to provide input in to fund allocation decisions; and;

    d) Opportunities for leveraging the fund and bringing in external resources to the county.

5. The initial 2-year Implementation Plan shall allocate no less than 55% and no more than 68% of levy revenue and proceeds to improving early learning and care through the strategies outlined in paragraph 3.A.1 and shall allocate no less than 20% and no more than 36% of levy revenue and proceeds to supporting vulnerable children through the strategies outlined in paragraph 3.A.2.

6. In subsequent years of the fund, adjustments can be made to the allocations by the County Council based on the information reflected in the independent audit, recommendations by the Child and Family Well-Being Task Force, the emergent needs of our community, and changes in state and federal funding availability.

SECTION 5 INDEPENDENT PERFORMANCE AUDITS AND OVERSIGHT:

1. Every other year, a qualified independent auditor shall conduct a performance audit of the Healthy Children's Fund. The auditor shall be selected in compliance with County purchasing procedures. The auditor shall develop the audit process in consultation with the Child and Family Well-Being Taskforce, which shall also provide feedback on the draft audit before its submission to the County Council. The audit shall:

    a) Collect and review data and evaluate progress towards achieving the goals and strategies adopted in section 3;

    b) Collect and report on feedback from stakeholders, including users and providers;

    c) Include qualitative and quantitative sources; and

    d) Include recommendations for improvements or adjustments.

2. The Child and Family Well-Being Taskforce, with the support of the Fund Administrator, will write and deliver an annual report to the public and the County Council. This shall include progress made toward agreed upon goals, outcomes, and metrics. Fund Administrators shall use this report, and recommendations from the Evaluation, to make improvements in fund administration.

SECTION 6 CALL FOR A SPECIAL ELECTION: In accordance with RCW 29A.04.32I, the Whatcom County Council hereby calls for a special election to be held in conjunction with the general election on November 8, 2022, to consider a proposition authorizing a regular property tax levy for the purposes described in this ordinance. The Whatcom County Auditor shall cause notice to be given of this ordinance in accordance with the state constitution and general law and to submit to the qualified electors of the county, at the said special county election, the proposition hereinafter set forth. The clerk of the council shall certify that proposition to the director of elections in substantially the following form:

PROPOSITION XX;

The Whatcom County Council adopted Ordinance No. 22-_____ concerning funding to address the well-being of children. If approved, this proposition would authorize the County to increase property taxes to fund childcare, early learning programs, and increased support for homeless or otherwise vulnerable children. This measure would increase property taxes for ten consecutive years in the amount of $0.19/$1000 in assessed valuation (to a total rate of $0.94/$1000 in assessed valuation for collection in 2023) for collection in 2023-2032, generating approximately $8,200,000 annually, subject to limit factors in chapter 84.55 RCW. Should this proposition be approved?

- ☐ Yes
- ☐ No

SECTION 7 CORRECTIONS: The Prosecuting Attorney is authorized to make such minor adjustments to the wording of this proposition as may be required that do not change its substantive meaning and are consistent with the intent of this ordinance.

SECTION 8 EXPLANATORY STATEMENT: The Prosecuting Attorney shall prepare an Explanatory Statement based on this ordinance for use in the Voters' Pamphlet.

SECTION 9 SEVERABILITY: If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

ADOPTED this _____ day of _____, 2022.

	WHATCOM COUNTY COUNCIL
ATTEST:	WHATCOM COUNTY, WASHINGTON
_____	_____
Dana Brown-Davis, Clerk of the Council	Todd Donovan, Council Chair
WHATCOM COUNTY EXECUTIVE APPROVED AS TO FORM:	WHATCOM COUNTY, WASHINGTON
_____	_____
Karen Frakes Civil Deputy Prosecutor	Satpal Sidhu, County Executive
	( ) Approved ( ) Denied
	Date Signed: _____

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-302

File ID:	AB2022-302	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/17/2022	**Entered by:**	DBrown@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Resolution		
Assigned to:	Council Committee of the Whole			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Resolution supporting every person's right to inclusive healthcare

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution supporting every person's right to inclusive healthcare

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Resolution

PROPOSED BY: FRAZEY, GALLOWAY
INTRODUCED: MAY 24, 2022

RESOLUTION NO. _____

SUPPORTING EVERY PERSON'S RIGHT TO INCLUSIVE HEALTHCARE

WHEREAS, under the authorities established by the Whatcom County Charter, Whatcom County government remains committed to preserving public peace, health and safety; and

WHEREAS, all people should retain the right to access quality, affordable, and inclusive healthcare, including reproductive health, pre-and-post-abortion and pre-and-post-partum services including mental health services, and pre- and postnatal care; and

WHEREAS, access to safe and legal abortion is critical to maintaining public health and safety; and

WHEREAS, historically, illegal abortions created significant risk of injury and death, and by 1965, accounted for 17% of all deaths attributed to pregnancy and childbirth; and

WHEREAS, in 1970, Washington State voters approved Referendum 20, making Washington State the first state to legalize abortion through a vote of the people; and

WHEREAS, in the 1973 Roe v. Wade court decision, the United States Supreme Court ruled 7-2 that a person has the constitutional right to choose whether to have an abortion under the "right to privacy" guaranteed by the Fourteenth Amendment of the United State Constitution; and

WHEREAS, a recently leaked draft decision in Dobbs v. Jackson Women's Health Organization indicates that the U.S. Supreme Court might imminently overturn the Roe v. Wade decision, leaving it to individual states to allow or ban abortions; and

WHEREAS, if Roe v. Wade is overturned and states implement bans on abortion, Washington state will likely become the closest abortion provider for many more people; and

WHEREAS, the impact of abortion bans fall disproportionately on people of color and low-income people who do not have the financial resources or access to inclusive healthcare and safe abortions; and

WHEREAS, on November 24, 2020, the Whatcom County Health Board passed Resolution 2020-054 affirming Whatcom County's commitment to policies and practices that reflect a conscious effort to ensure racial equity, equity of access and service, and further to ensure the equitable treatment of all people, regardless of race or ethnicity;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that Whatcom County uphold its commitment to preserving public health and safety by:

- Partnering with Mt. Baker Planned Parenthood for the Whatcom County Health Department to offer long-lasting active birth control (LARC) with the Whatcom County Syringe Services Program.

- Expanding funding for the Whatcom County Nurse-Family Partnership (NFP).
- Supporting access to quality, affordable, and inclusive healthcare including reproductive health and protecting a person's right to choose.
- Supporting, uplifting, and empowering local healthcare providers.
- Joining leaders across the state and nation in defending Roe V. Wade as the law of the land.
- Urging state and federal lawmakers to fully fund Title X and pass legislation codifying the full right and access to safe and legal abortion and other reproductive healthcare nationwide.
- Supporting children and families' well-being through comprehensive postpartum and postnatal care, Early Head Start and Early Support for Infants and Toddlers programs, and any effort to provide quality, accessible, and affordable childcare for Whatcom County families.

APPROVED this _____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Todd Donovan, Council Chair

APPROVED AS TO FORM:

_____
Karen Frakes, Civil Deputy Prosecutor

Whatcom County

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

Agenda Bill Master Report

File Number: MIN2022-032

File ID:	MIN2022-032	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/11/2022	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole Executive Session for May 10, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Committee of the Whole Exec May 10 2022

Whatcom County
Council Committee of the Whole-Executive Session

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

Committee Minutes - Draft Minutes

Tuesday, May 10, 2022
10 AM
Hybrid Meeting

HYBRID MEETING - ADJOURNS BY 10:25 A.M. (PARTICIPATE IN-PERSON OR SEE REMOTE JOIN INSTRUCTIONS AT www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010); MEETING ADDED 5.6.2020

COUNCILMEMBERS
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kaylee Galloway
Kathy Kershner

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

Call To Order

Council Chair Todd Donovan called the meeting to order at 10:01 a.m. in a hybrid meeting.

Roll Call

Present: 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

Absent: None

Elenbaas was present for roll call and the vote to enter executive session and then recused himself and left the meeting.

Announcements

Committee Discussion

Attorney Present: Karen Frakes.
Donovan stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.110(1)(i). Executive session will conclude no later than 10:25 a.m. If the meeting extends beyond the stated conclusion time, Council Staff will make a public announcement.

Buchanan moved to go into executive session until no later than 10:25 a.m. to discuss the agenda item(s) pursuant to the RCW citation(s) as announced by the Council Chair. The motion was seconded by Frazey.

The motion carried by the following vote:
Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner
Nay: 0

Elenbaas recused himself from the discussion and left the meeting.

1. AB2022-288 Discussion of pending litigation with Chief Civil Deputy Prosecutor Karen Frakes: Whatcom Farm Bureau, et al. v. Whatcom County, GMHB Case No. 18-2-0001 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)]

This agenda item was DISCUSSED.

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 10:14 a.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk | Todd Donovan, Council Chair

_____

Kristi Felbinger, Minutes Transcription

Whatcom County

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

Agenda Bill Master Report

File Number: MIN2022-033

File ID:	MIN2022-033	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/12/2022	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for May 10, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Committee of the Whole May 10 2022

Whatcom County
Council Committee of the Whole

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

Committee Minutes - Draft Minutes

Tuesday, May 10, 2022
2:35 PM
Hybrid Meeting

HYBRID MEETING - ADJOURNS BY 3:45 P.M. (PARTICIPATE IN-PERSON OR SEE REMOTE JOIN INSTRUCTIONS AT www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010)

COUNCILMEMBERS
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kaylee Galloway
Kathy Kershner

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

Call To Order

Council Chair Todd Donovan called the meeting to order at 2:35 p.m. in a hybrid meeting.

Roll Call

Present: 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

Absent: None

Announcements

Committee Discussion

1. AB2022-262 Discussion of a resolution amending Resolution No. 2021-056, making additional amendments to the 2020 Shoreline Management Program Periodic Update documents to be considered by the Department of Ecology in their final review and approval

Cliff Strong, Planning and Development Services Department, briefed the Councilmembers.

Karen Frakes, Prosecuting Attorney's Office, answered whether Elenbaas could participate in the discussion and stated she did not think he could participate unless there was a way he could parse out the parts that pertain to the settlement agreement so Elenbaas left the meeting.

Strong answered whether there are substantive effects of the clean-ups in the corrections that are not related to the settlement, the meaning of the word “tolling” as referenced in Section 22.07.080 (Expiration of Shoreline Permits) on page ten of the proposed Resolution, and how long it takes to get back from the Department of Ecology (DOE).

This agenda item was DISCUSSED.

Committee Discussion and Recommendation to Council

1. AB2022-259 Resolution supporting the Snohomish, Whatcom, Island, San Juan and Skagit (SWISS) regional partnership with the Washington State Association of Counties

The following people briefed the Councilmembers and gave background for the item:

- Dana Brown-Davis, Clerk of the Council
- Councilmember Galloway
- Satpal Sidhu, County Executive

The speakers answered and Councilmembers discussed whether there is a dollar amount associated with this and whether the Council already authorized a budget amount, whether this Resolution is saying that the Council is interested in this partnership with Washington State Association of Counties (WSAC) and they will see a budget amendment or budget authorization, who represents Whatcom County in the group, whether Whatcom County should participate in the regional partnership in a formal way, and what types of things the group discusses.

Galloway moved and Frazey seconded that the Resolution be RECOMMENDED FOR APPROVAL. The motion carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 3:05 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk Todd Donovan, Council Chair

_____

Kristi Felbinger, Minutes Transcription

Whatcom County

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

Agenda Bill Master Report

File Number: MIN2022-034

File ID:	MIN2022-034	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/13/2022	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Regular County Council for May 10, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Council May 10 2022

Whatcom County Council

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

Minutes - Draft Minutes

Tuesday, May 10, 2022
6 PM
Hybrid Meeting

HYBRID MEETING (PARTICIPATE IN-PERSON OR SEE REMOTE JOIN INSTRUCTIONS AT www.whatcomcounty.us/joinvirtualcouncil OR CALL 360.778.5010)

COUNCILMEMBERS
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kaylee Galloway
Kathy Kershner

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

COUNTY COUNCIL

CALL TO ORDER

Council Chair Todd Donovan called the meeting to order at 6:07 p.m. in a hybrid meeting.

ROLL CALL

Present: 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, stated he did not have a report.

MINUTES CONSENT

Byrd moved to accept the minutes consent items. The motion was seconded by Buchanan (see votes on individual items below).

1. MIN2022-030 Committee of the Whole for April 26, 2022

Byrd moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

2. MIN2022-031 Regular County Council for April 26, 2022

Byrd moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

SPECIAL PRESENTATION

1. AB2022-278 Invitation to the Gathering of Eagles and a special event honoring Master Carver Jewell James

The presenter was not present.

This agenda item was NOT ACTED UPON.

PUBLIC HEARINGS

Council staff played a short instructional video about how to speak at the meeting.

1. AB2022-270 Advisory public hearing to gather public comments on proposed amendments to Title 20 (Zoning) to regulate vacation (short-term) rentals

Cliff Strong, Planning and Development Services Department, gave a brief introduction to the item.

Donovan opened the Public Hearing and the following people spoke:

- Cynthia Sue Ripke-Kutsigoitz
- Patrick Alesse
- Forest Payne
- Name not stated
- Brad Swanson
- Kelvin Barton
- Brian Bott
- Jackie (last name inaudible)
- Heather Dalberg
- Thomas Frey
- Liz Christner
- Perry Eskridge
- Patrick McMahon
- Lisa Oostema

Hearing no one else, Donovan closed the Public Hearing.

Kershner asked whether this should be sent back to the Planning Commission in light of State regulations being passed and in the interest of not having duplication.

Strong answered what the difference is between permitted use and accessory use as far as the Code goes and how that would be interpreted by Planning.

Kershner spoke about the following concerns:

- Whether nuisance laws are already included in State regulation
- Not having the data on how many complaints they have received about short term rentals and whether they would be putting regulations in place when they do not know what the extent of the problem (if there is one) is
- The Planning Department having to manage the program
- Having to register and pay a fee if you are just renting out your home for two weeks a year
- Whether this would be duplicating State regulations
- What the safety requirements would be and what the safety checklist that is required by the Building Official and Fire Marshall might be
- The condition for Lake Whatcom Properties regarding onsite septic system inspections which is already required by the Code and possible duplicated efforts between the Health Department and the Planning Department in monitoring that

Elenbaas stated the Planning Commission heard many public comments against the regulations several years ago and did not move forward with it at that time, even before the addition of State regulations. He does not want to see County Planning staff spending time on regulating and answering phone calls about vacation rentals but would rather see them work on issues that are more important to our community.

PUBLIC TESTIMONY WAS RECEIVED (file final).

OPEN SESSION

The following people spoke:

- Cynthia Sue Ripke-Kutsigoitz
- Misty Flowers
- Robert Bystrom
- Laurie San Angelo
- Cliff Langley
- Barbara Powers
- Melissa Gragg
- Helga DeLiban
- Natalie Chavez
- Lyle Sorenson
- Richard Johnson
- Patrick Alesse
- Dam Pham
- Tammie

- Sara Rose
- Hannah Ordos

Hearing no one else, Donovan closed the Open Session.

Byrd addressed comments about restricting public comment in Council meetings.

Clerk's note: Councilmembers took a brief recess.

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Byrd reported for the Finance and Administrative Services Committee and ***moved*** to approve Consent Agenda items one through seven.

Councilmembers discussed Consent Agenda items number four (AB2022-265) and number seven (AB2022-277).

Dana Brown-Davis, Clerk of the Council, stated that Consent Agenda Item number five (AB2022-272) is a substitute version.

Councilmembers voted on the Consent Agenda (see votes on individual items below).

1. AB2022-236 Resolution to set hearing and notice of hearing to declare Whatcom County real property as surplus

Byrd reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2022-022

2. AB2022-237 Resolution to set hearing and notice of hearing to authorize the transfer of Whatcom County surplus property

Byrd reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2022-023

3. AB2022-253 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Washington State Department of Commerce to provide resources to respond to the COVID-19 pandemic among individuals and families who are homeless or receiving homeless assistance, in the amount of $1,250,000 for a total amended amount of $4,294,770

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

4. AB2022-265 Request permission for the County Executive to enter into a Shorelands Floodplain by Design Agreement with the State of Washington Department of Ecology (Council acting as the Flood Control Zone District Board of Supervisors)

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

5. AB2022-272 Resolution authorizing the Whatcom County Executive to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office Puget Sound Acquisition and Restoration Grant

Byrd reported for the Finance and Administrative Services Committee and moved that the SUBSTITUTE Resolution be APPROVED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2022-024

6. AB2022-273 Request authorization for the County Executive to enter into a contract between Whatcom County and Parametrix, Inc, in the amount of $55,523.27 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

7. AB2022-277 Request authorization for the Executive to enter into a FEMA Public Assistance grant agreement between Whatcom County and the Washington State Military Department for disaster relief and emergency assistance

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

OTHER ITEMS

(From Council Committee of the Whole)

1. AB2022-259 Resolution supporting the Snohomish, Whatcom, Island, San Juan and Skagit (SWISS) regional partnership with the Washington State Association of Counties

Donovan reported for the Committee of the Whole and ***moved*** that the Resolution be APPROVED.

Elenbaas spoke about why he does not support the Resolution.

Donovan's motion that the Resolution be APPROVED carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: RES 2022-025

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2022-231 Appointment to a vacancy on the Board of Supervisors for Drainage Improvement District #7, Position 3, to serve a partial term until the next election in February 2024 - Applicant(s): Rodney Stump

Byrd moved and Kershner seconded that the Council Appointment Requiring Introduction be APPOINTED by acclamation.

Councilmembers discussed voting by acclamation.

Elenbaas stated the applicant would be great.

Byrd's motion that the Council Appointment Requiring Introduction be APPOINTED by acclamation carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

2. AB2022-232 Appointment to a vacancy on the Board of Commissioners for Drainage District #3, Position 1, to serve a partial term until the next election in February 2024 - Applicant(s): Roger Blok

Byrd moved and Donovan seconded that the Council Appointment Requiring Introduction be APPOINTED.

Councilmembers discussed the applicant.

Byrd's motion that the Council Appointment Requiring Introduction be APPOINTED carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

3. AB2022-241 Appointment to a vacancy on the Board of Supervisors for Consolidated Drainage Improvement District #20, Position 1, to serve a partial term until the next election in February 2024 - Applicant(s): Rodney Vande Hoef

Byrd moved and Donovan seconded that the Council Appointment Requiring Introduction be APPOINTED.

Elenbaas stated the applicant would be great for the position.

Byrd's motion that the Council Appointment Requiring Introduction be APPOINTED carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

CONFIRMATION OF EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2022-264 Request confirmation of the County Executive's appointment of Franklin Boteler to the Whatcom County Parks and Recreation Commission

Byrd moved and Frazey seconded that the Executive Appointment be CONFIRMED.

Councilmembers discussed the motion.

Byrd's motion that the Executive Appointment be CONFIRMED carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

ITEMS ADDED BY REVISION

There were no agenda items added by revision.

INTRODUCTION ITEMS

Byrd moved to introduce items one through ten. The motion was seconded by Buchanan.

Kershner asked who submitted Introduction item number four.

Dana Brown-Davis, Clerk of the Council, stated it was Brad Bennett from the Finance Department.

Councilmembers voted on the Introduction items (see votes on individual items below).

1. AB2022-260 Ordinance amending the project budget for the Sudden Valley Stormwater Improvements Fund, request no. 1

Byrd moved and Buchanan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

2. AB2022-274 Ordinance amending the project based budget for the 2010 Jail Improvements Fund, request no. 5

Byrd moved and Buchanan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

3. AB2022-275 Ordinance amending the 2022 Whatcom County Budget, request no. 8, in the amount of $11,498,022

Byrd moved and Buchanan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

4. AB2022-280 Ordinance amending Whatcom County Code Section 3.08.095 (Small Works Roster Contract Award process) to update requirements for Bids and Proposals

Byrd moved and Buchanan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

5. AB2022-258 Appointment to a vacancy on the Board of Supervisors for Drainage Improvement District #6, Position 1, to serve a partial term until the next election in February 2024 - Applicant(s): Edward L. Thompson

Byrd moved and Buchanan seconded that the Council Appointment Requiring Introduction be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

6. AB2022-276 Appointment to the Stakeholder Advisory Committee for the Justice Project,

applicants: Teresa Bosteter, Eve Smason-Marcus (Application deadline for any other applicants to this vacancy is 10 a.m. on May 17, 2022)

Byrd moved and Buchanan seconded that the Council Appointment Requiring Introduction be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

7. AB2022-261 Resolution amending Resolution No. 2021-056, making additional amendments to the 2020 Shoreline Management Program Periodic Update documents to be considered by the Department of Ecology in their final review and approval

Byrd moved and Buchanan seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

8. AB2022-282 Resolution declaring Whatcom County real property surplus

Byrd moved and Buchanan seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

9. AB2022-283 Resolution authorizing the transfer of Whatcom County surplus property

Byrd moved and Buchanan seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

10. AB2022-266 Request approval for the County Executive to submit up to three (3) applications and enter into grant agreements with the Washington State Department of Commerce for 2022 CDBG grant funding to support local projects that will benefit low-to-moderate

income families in Whatcom County (public hearing to be held May 24, 2022)

Byrd moved and Buchanan seconded that the Agreement Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports and updates on recent activities and upcoming events.

Galloway spoke about and Councilmembers discussed with Satpal Sidhu, County Executive, a property coming up for sale in old town Bellingham and exploring acquisition of the land and how it might be used for affordable housing.

Councilmembers and Sidhu also discussed:

- Supporting staff to take care of core County services instead of adding staff responsibilities and maybe having some discussion regarding strategies and priorities of what Council really wants to work on
- A conversation with Everson Mayor Perry regarding an affordable housing project just outside of Everson
- Comments from the public about the Health Department doors being locked
- Public comment about taking some of the General Fund money that has been preserved over the last two years and putting it towards the amount needed to start constructing a new jail facility

ADJOURN

The meeting adjourned at 8:47 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk Todd Donovan, Council Chair

_____

Kristi Felbinger, Minutes Transcription

Whatcom County

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

Agenda Bill Master Report

File Number: MIN2022-035

File ID:	MIN2022-035	**Version:**	1	**Status:**	Agenda Ready
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Department:	Council Office	**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Water Work Session for May 17, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Water Work Session May 17 2022

Whatcom County
Council Water Work Session

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

Minutes - Draft Minutes

Tuesday, May 17, 2022
10:30 AM
Virtual Meeting

VIRTUAL MEETING - VIEW ONLINE

COUNCILMEMBERS
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kaylee Galloway
Kathy Kershner

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

Call To Order

Council Chair Todd Donovan called the meeting to order at 10:30 a.m. in a virtual meeting.

Roll Call

Present: 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

Absent: None

Announcements

Water Resources Update

Gary Stoyka, Public Works Department, stated that discussion on the second and third agenda items will need to be postponed because of a staff family emergency.

Stoyka stated the idea of the Solutions Table Charter was discussed at the April 28th Watershed Management Board meeting and the Lummi Nation stated at that meeting that they are not interested in participating in the Solutions Table at this time but may be interested in participating a year from now when the Department of Ecology is anticipated to file the adjudication for the Nooksack Basin. At this moment, the Solutions Table is on hold but the Administration is still interested in moving forward. They will talk with the other parties and see if they can make some progress on some items in the short-term and keep working on getting people to come to the Solutions Table.

He asked if the Council still wants to have a public hearing to talk about the membership on the Solutions Table as discussed at the last work session in April, knowing that this item is now postponed. He answered how long the hold might be.

Kershner stated she would think they should postpone any kind of hearing on membership of the Solutions Table at this point and no other Councilmember answered that they disagreed.

Stoyka answered whether the funds dedicated to the Solutions Table will be lost and stated grant funds from the State might be used. They also have grant funds for technical studies and plan to keep moving forward on those.

He gave the following other updates:

- Drainage Based Management is still moving forward. They are wrapping up the South Fork process and are about to embark on the Bertrand /Schneider discussion.
- They have issued a Request for Proposal (RFP) for the next phase of the Groundwater Model and have a consultant under contract.
- They plan to issue an RFP for a ground water/surface water interaction study.
- Work continues on water use efficiency through the Whatcom Water Alliance. They have a live website for a rebate program for people to install water-saving devices. He answered whether the Whatcom Water Alliance website is available to everyone.
- The next Watershed Management Board Meeting is in June (he will find the exact date).
- They are still working on the centralized data management data hub and are getting closer to pulling all the data together.
- The next Water Work Session is scheduled for June 14.

Update on November 2021 Flood Mitigation Project

This item was not discussed.

Overview of Everson Flow Split Design Charrette in April

This item was not discussed.

Discussion with WRIA 1 Planning Unit

The following people spoke:

- Ander Russell, WRIA 1 Planning Unit
- Henry Bierlink, WRIA 1 Planning Unit
- Chris Elder, Public Works Department
- Dan Eisses, WRIA 1 Planning Unit

Discussion included: The last Planning Unit meeting and their discussions regarding adjudication and the Solutions Table, what the role of the Planning Unit would be if a Solutions Table was convened, whether there was any sentiment in the caucuses of the Planning Unit that they would want to go forward without the tribes participating or whether it is better to wait for the tribes, whether they would lose the caucuses' support for the Solutions Table if it is "put on ice," the perspective on waiting for adjudication from the Environmental Caucus and from the Agricultural Caucus, and all of the work of the Planning Unit being part of the solutions.

Other Business

Stoyka stated the exact date of the next Watershed Management Board meeting he mentioned earlier is June 30th and stated he will work to get the flood-related items from this meeting re-scheduled.

Frazey asked that he tell Paula Harris that they are thinking about her.

Stoyka answered whether these work sessions might be used to discuss other water-related issues such as Lake Whatcom watershed, water infrastructure, comprehensive planning, debriefing the Lake Whatcom Policy Group meeting in June, impacts to forestry, Lake Whatcom Overlay District, or culverts and inventory. Stoyka gave a history of the work sessions.

Jon Hutchings, Public Works Department Director, stated it would be useful if Council could give Public Works their priorities for what they would like to discuss.

Kershner stated she had asked Councilmembers to let the Council Clerk know if there are any topics they would like Public Works to address and the deadline for submission of those ideas is tomorrow.

Adjournment

The meeting adjourned at 11:01 a.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

_____ _____

Dana Brown-Davis, Council Clerk Todd Donovan, Council Chair

_____

Kristi Felbinger, Minutes Transcription

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-269

File ID:	AB2022-269	**Version:**	1	**Status:**	Agenda Ready
File Created:	04/26/2022	**Entered by:**	AReynold@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Report		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Whatcom County Executive Sidhu will present his "State of the County" remarks to Council

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-266

File ID:	AB2022-266	**Version:**	1	**Status:**	Introduced for Public Hearing
File Created:	04/26/2022	**Entered by:**	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Agreement Requiring a Public Hearing		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to submit up to three (3) applications and enter into grant agreements with the Washington State Department of Commerce for 2022 CDBG grant funding to support local projects that will benefit low-to-moderate income families in Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Whatcom County Council on Tuesday, May 24, 2022 at 6:00 p.m. (AB2022-266). The purpose of the public hearing is to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities as well as past activities related to the CDBG housing rehabilitation grant and CDBG public services grant, particularly from lower income person residing in Whatcom County. Currently $130,000 is proposed to be available to Whatcom, Skagit and Island Counties, through the Opportunity Council, to fund public services that principally benefit low- and moderate-income persons. Additionally, up to $1,000,000 may be available to Whatcom County on a statewide competitive basis to fund public facility, community facility, economic development, planning and affordable housing projects that principally benefit low- and moderate-income persons. Two General Purpose grants are proposed: one for $500,000 to fund the Opportunity Council's housing rehabilitation program, and the other is for $280,000 proposed to assist in funding property acquisition for Sean Humphrey House to operate a second supportive home, Karen Durham House, for the benefit of very low-income citizens living with HIV. Draft grant applications will be available for review at the Whatcom County Executive office by May 17, 2022 (email request and/or comments to: executive@co.whatcom.wa.us). The Council is currently holding hybrid meetings, which can be attended either in person or remotely. Meetings begin

at 6 p.m. unless otherwise announced. The public may participate online or attend in person in the Council Chambers at 311 Grand Avenue. Instructions for remote participation can be found at www.whatcomcounty.us/joinvirtualcouncil www.whatcomcounty.us/joinvirtualcouncil <http://www.whatcomcounty.us/joinvirtualcouncil> or by contacting the Council office at 360-778-5010. The Council Chambers is handicapped accessible. People with special needs who will be attending Council meetings are asked to contact the Council Office at least 96 hours in advance

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/10/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff memo, Public Hearing Information

Satpal Singh Sidhu
Whatcom County Executive

MEMORANDUM

To: Whatcom County Council Members
From: Satpal Sidhu, County Executive Satpal
Through: Tyler Schroeder, Deputy Executive TKS
Subject: CDBG Grant Applications for 2022 and public hearing requirement
Date: April 29, 2022

County administration has been approached with requests from two local agencies asking for partnership in support of the following three grant applications from the Washington State Department of Commerce's Community Development Block Grant Program (CDBG):

1) Opportunity Council: 2022 Public Services (Formula) Grant in the amount of $131,000 supporting new or expanded direct services for persons with low and moderate incomes in the Whatcom, Skagit and Island County area;
2) Opportunity Council: 2022 General Purposes Grant in the amount of $500,000 supporting the Housing Rehabilitation Program; and
3) Sean Humphrey House: 2022 General Purposes Grant in the amount of $280,000 supporting acquisition of property at a second site which will provide housing and support services to low income persons living with HIV.

Through subrecipient agreements with the County, each of these subgrantees will administer their grant and oversee the distribution of services. See additional details on Opportunity Council's grants attached; further information on the Sean Humphrey House property acquisition will be presented at the May 24th hearing.

I am supporting these applications and requesting authorization from the Council to submit them to, and if successful, enter into grant contracts with, the Washington State Department of Commerce. As part of the application process, we are required to conduct a public hearing in order to receive public input on the use of CDBG funds and to inform the public on the nature of these and other CDBG funding opportunities. The public hearing is scheduled for May 24, 2022.

Thank you for your consideration of this matter. If you have any questions, please don't hesitate to contact me.

/Enclosures

311 Grand Avenue Bellingham WA, 98225 (360) 778-5200 ssidhu@whatcomcounty.us

CDBG Public Services 2022-23

SCOPE OF WORK

A. Service Programs

The Community Development Block Grant for Public Services is administered by counties throughout Washington State to support partnerships with regional Community Action programs in delivering new or expanded services that address root causes of poverty.

CDBG Whatcom Narrative:
In Whatcom County, CDBG funds will support services and activities in East Whatcom County, a region of Whatcom County that includes many low-income residents in a geographically remote and underserved rural community. Services will be provided and coordinated by Opportunity Council information and referral specialist at the East Whatcom Regional Resource Center. The primary activities will be connecting low to moderate income residents with services including early childhood education, food resources, and energy assistance programs.

CDBG Island County Narrative:
In Island County, CDBG funds will increase capacity to serve low-income households including housing support services. This funding supports current homeless housing and prevention screening, qualifying and enrolling clients in services such as Basic Food and other supportive programs. Staff will also engage and refer to other local service providers to serve people who are homeless, Veterans and people with mental health and chemical dependency issues.

CDBG San Juan Narrative:
CDBG Public Services grant will provide support to the Community Resource Centers on San Juan, Orcas and Lopez Islands in San Juan County. The geography and limited transportation systems in San Juan County create a significant challenge in providing services to low-income households. The Community Resource Centers are the conduit that connects people to services on each of the islands. Opportunity Council will contract for information and referral services with each Community Resource Center so residents can access housing, food, energy assistance, and employment opportunities.

2022-23 CDBG Public Services Grant Budget	
Cost Categories	**Amount**
Staffing	**$102,964.58**
Goods & services	**$12,175.71**
Travel	**$1,824.28**
Indirect	**$14,035.43**
TOTAL	**$131,000.00**

opportunity council

Memorandum

Date: April 29, 2022

To: Satpal Sidhu, Whatcom County Executive

From: Greg Winter, Opportunity Council Executive Director GW

Re: Community Development Block Grant funding for home repairs in three counties

Opportunity Council respectfully requests Whatcom County's assistance and support for a grant application for a $500,000 Community Development Block Grant (CDBG) from the Washington Department of Commerce for Opportunity Council's ongoing Home Repair Program.

If awarded these WA CDBG funds, Opportunity Council will use the funding over a three-year period to provide deferred loans and grants for the costs of health and safety repairs for approximately 25 homeowners with low-income living in Whatcom, Island and San Juan Counties who cannot otherwise afford the cost of home repairs.

The Opportunity Council's role is to work with homeowners to confirm their income eligibility and then to develop the scope of work for the repairs, to solicit bids from private contractors, to coordinate the construction project, and to ensure quality in accordance with good practices and established guidelines of the funding.

The Opportunity Council has successfully delivered this Home Repair Program in the past and is currently finishing up a three-year project funded by a WA CDBG awarded in 2020 for similar purposes. The $500,000 awarded in 2020 is allocated to homes already scheduled for construction. These funds help ensure preservation and durability of homes and the health and safety of families in our community.

Thank you for consideration of this request.

Community Action

A Community Action Agency serving Whatcom, Island and San Juan Counties since 1965

Whatcom County
1111 Cornwall Ave., Suite C
Bellingham, WA 98225
(360) 734-5121
(800) 649-5121
Fax (360) 671-0541

Island County
1791 NE 1st Ave.
P.O. Box 922
Oak Harbor, WA 98277
(360) 679-6577
(800) 317-5427
Fax (360) 679-2440

San Juan County
(800) 649-5121

www.oppco.org

Federal Citizen Participation Requirements
For Local Government Applicants to the State CDBG Program

Federal Regulations 24 CFR 570.486 (a)

(a) *Citizen participation requirements of a unit of general local government*. Each unit of general local government shall meet the following requirements as required by the state at Sec. 91.115(e) of this title.

(1) Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used;

(2) Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to the unit of local government's proposed and actual use of CDBG funds;

(3) Furnish citizens information, including but not limited to:

(i) The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income);

(ii) The range of activities that may be undertaken with the CDBG funds;

(iii) The estimated amount of the CDBG funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons; and

(iv) The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under Sec. 570.488.

(4) Provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing proposals in accordance with the procedures developed by the state. Such assistance need not include providing funds to such groups;

(5) Provide for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views and responding to proposals and questions. Together the hearings must cover community development and housing needs, development of proposed activities and a review of program performance. The public hearings to cover community development and housing needs must be held before submission of an application to the state. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate;

(6) Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the unit of general local government's application to the state. *Substantially changed* means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state.

(7) Provide citizens the address, phone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances, within 15 working days where practicable.

RURAL COMMUNITY GRANTS FOR ACTIVITIES THAT BENEFIT LOW-AND MODERATE-INCOME PERSONS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

General Purpose Grants - $11,500,000

For planning or construction of public infrastructure, community facilities, affordable housing, and economic development projects. Competitive. Maximum grant up to $1,000,000 based on project type. Application materials available in March and due in June.

Public Services Grants - $1,500,000

For 17 counties and community action agencies to fund services for lower income persons. Allocated by a formula based on population and poverty. Application materials available in February and due in April.

National Objectives

Funded by the US Department of Housing & Urban Development, CDBG activities must meet one of these national objectives:

- Principally benefits low-and moderate-income (LMI) persons
- Aids in the prevention or elimination of slums or blight
- Addresses imminent threat to public health or safety

Funding is contingent on HUD approval of the state CDBG Action Plan.

Jon Galow
PROGRAM MANAGER

Local Government Division
jon.galow@commerce.wa.gov
Phone: 509.847.5021

www.commerce.wa.gov/CDBG

ELIGIBLE APPLICANTS:
Washington State cities/towns with less than 50,000 in population and not participating in a CDBG entitlement urban county consortium; and counties with less than 200,000 in population. A complete list is on Commerce's CDBG webpage.

Other public and non-profit entities and Indian tribes are not eligible to apply directly for state CDBG funding, but may be a partner in projects and subrecipient of funding with an eligible city/town or county.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-239

File ID:	AB2022-239	**Version:**	1	**Status:**	Introduced for Public Hearing
File Created:	04/14/2022	**Entered by:**	AHester@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Resolution Requiring a Public Hearing		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Resolution vacating a portion of Wynn Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The attached resolution vacating a portion of Wynn Road is submitted per RCW 36.87 and WCC 12-20. The County Engineer's report has been prepared and is being submitted in favor of this road vacation. A public hearing will need to be scheduled

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
04/26/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo, Resolution, Engineer's Report, Petition, Market Analysis, Assessor Map, Aerial Map, Fact Sheet

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
DIRECTOR

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

MEMORANDUM

To: The Honorable County Executive Satpal Singh Sidhu and Honorable Members of the County Council

Through: Jon Hutchings, Director

From: Andrew Hester, Real Estate Coordinator AH

Date: April 13, 2022

Re: A Resolution Vacating a Portion of Wynn Road

The attached petition asks for vacation of a portion of Wynn Road.

Based on a Fair Market Valuation (FMV) of surrounding comparable properties, the estimated value of the area to be vacated is approximately $11,500.00.

Recommended Action
The County Engineer's report has been prepared and is being submitted as in favor of this road vacation. It is recommended that the County Council set a hearing date for the requested vacation request, publish the vacation request and direct County staff to post the appropriate public notices.

Please contact me at extension 6216 if you have any questions regarding this action.

Encl.

SPONSORED BY: _____

PROPOSED BY: Public Works

INTRODUCTION DATE: _____

RESOLUTION NO. _____

A RESOLUTION VACATING A PORTION OF WYNN ROAD

WHEREAS, on April 6, 2021, Jody and Alan Kennedy ("Applicant") submitted a petition for the vacation of a portion of Wynn Road lying within the unincorporated area of Whatcom County, accompanied by the penal sum of $790.00; and,

WHEREAS, as described in RCW 36.87.010, when a county road or any part thereof is considered useless, the Whatcom County Council may declare by resolution its intention to formally consider vacation; and

WHEREAS, the County Council voted 7-0 on August 10, 2021, to consider this vacation request and directed the County Engineer's office to report; and

WHEREAS, the County Engineer's office has reviewed the portion of the street which is a Class B-1 right-of-way, wherein no public expenditures were made or they are non-ascertainable from records, and no part thereof lies in any plat, and in the exercise of his judgment has determined that the public will benefit from said vacation; and

WHEREAS, it is unknown if there are public utilities located within the portion of the right-of-way to be vacated, but an easement for said utilities will be retained by the County, and

WHEREAS, the fair market value has been determined to be $0.29 per square foot for the approximately 39,600 square feet of Wynn Road Right of Way, making the total value of the area to be vacated $11,500.00; and

WHEREAS, the County Engineer has reviewed said compensation and determined it to be fair value; and

WHEREAS, the Applicant has met all of the petition requirements, as set forth by Chapter 12.20 Whatcom County Code, and all other applicable laws; and

WHEREAS, the Applicant has six calendar months from the date of the Preliminary Order of Vacation to pay any remaining fees to the Whatcom County Council office, which checks should be made payable to the Whatcom County Treasurer, prior to the vacation becoming effective, including but not limited to the appraised value of the area sought to be vacated; and

WHEREAS, this vacation does not become effective until the fees are paid and the Final Order and Resolution are recorded with the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that it is the intention of the Whatcom County Council to vacate the following described right of way:

That portion of Wynn Road adjacent to Lot 23, and Lot 24, Plat of Alder Grove, recorded in Volume 2 of Plats, Page 91, Section 4, Township 38 North, Range 2 East, W.M as described within Whatcom County Auditor's File number 172865. Situate in Whatcom County, Washington.

SUBJECT TO and/or together with all easements, covenants, restrictions, and/or agreements of record or otherwise; and

SUBJECT TO an easement retained by the County in respect to the vacated portion of right-of-way for the construction, repair, and maintenance of any and all public utilities and services, now located on or in the vacated portion.

BE IT FURTHER RESOLVED that upon Applicants' completion of payment for the property and of all other fees, a Final Order of Vacation shall be prepared by Council Staff, signed by the appropriate parties, and recorded with the County Auditor; and

BE IT FURTHER RESOLVED that if the conditions set forth above are not fulfilled within six months from the date of the passage of this Resolution, the Preliminary Order of Vacation which is hereby authorized shall be withdrawn, and the right-of-way shall not be deemed to have been vacated.

APPROVED this _____ day of _____, 2022

ATTEST:
WASHINGTON

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY,

_____
Dana Brown-Davis, County Clerk

_____
Todd Donovan, Council Chair

APPROVED AS TO FORM:

Christopher Quinn
Civil Deputy Prosecutor
(authorized via email 4/13/2022)

REPORT OF THE COUNTY ENGINEER

(Whatcom County Code 12.20.050)

IN THE MATTER OF THE VACATION OF A COUNTY ROAD

Portion of Wynn Road adjacent to Lot 23 and Lot 24 Plat of Alder Grove

PETITIONED BY: Jody and Alan Kennedy et. al.

I, the undersigned County Engineer of Whatcom County, State of Washington, being duly directed by the Whatcom County Council to examine and report on County Road

Portion of Wynn Road adjacent to Lot 23 and Lot 24 Plat of Alder Grove, proposed for vacation by the petition of: Jody and Alan Kennedy, et. al.

did examine said road and report as follows:

IN FAVOR X | **NOT IN FAVOR ____**

Said road should be vacated.

Compensation amount (12.20.050 B)
39,600 sq. ft. +- @ $0.29/sq. ft. =$11,500

Said road should not be vacated.
Said road is now in use as a County road. 1.
It will be advisable to preserve this road.
The public will not be benefited by this vacation.

Classification (12.20.050 C[6])

Class A		**Public expenditures made**
Class B	**X**	**No public expenditures made or non-ascertainable from records**
Class 1	**X**	**No part thereof lies in any plat**
Class 2		**Part or all lies within a platted subdivision**
Class 3		**Did not remain unopened for public use for five or more years after the order made or authority granted for opening it.**
Class 4		**Remained unopened for public use for five or more years after the order made or authority granted for opening it.**
Class 5		**Is contained within that portion of a plat which is to be replatted**
Class 6		**Abandoned in fact due to relocation of right-of-way**
Class 7		**Informalities exist in the records of title which are construed to invalidate and divest the public of any right, title, or interest in the right-of-way.**

The public will be benefited by this vacation. yes X no _____

James P. Karcher

James P. Karcher, P.E.
Whatcom County Engineer

4-13-2022

Date

BEFORE THE WHATCOM COUNTY COUNCIL

IN THE MATTER OF VACATION OF THE COUNTY ROAD KNOWN AS	)	
South End of Wynn Rd. at Marietta Ave.	)	**PETITION FOR VACATION OF PLATTED ROAD**
Petitioned for by:	)	**(RCW 58.17 AND 36.87)**
Jody and Alan Kennedy **et.al.**	)	

Pursuant to Whatcom County Ordinance No. 1-72, dated February 14, 1972, the undersigned and those signing attached petition, which bears signatures and property descriptions of five land owners residing in the vicinity of said road, request vacation of the county road hereinafter described, and agree with the statements below:

1. Petitioners are residents of Whatcom County and owners of real property in the vicinity of the road sought to be vacated.

2. The road sought to be vacated is legally described as follows:
"That portion of Wynn Road adjacent to Lot 23, and Lot 24, Plat of Alder Grove, recorded in Volume 2 of Plats, Page 91, Section 4, Township 38 North, Range 2 East, W.M. Situate in Whatcom County, Washington."

3. The pertinent facts in support of this petition are: See attached, Exhibit (A)

4. The road to be vacated is useless as a part of the County road system and the public will benefit by its vacation and abandonment.

5. Petitioners will pay all costs and expenses incurred by the Count in examination, report, notice and proceedings pertaining to this petition.

6. A bond in the penal sum of $790.00, payable to Whatcom County Treasurer, accompanies this petition.

7. The application fee accompanies this petition.

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and that an order be entered vacating and abandoning said road.

CONTACT PERSON:

Alan J Kennedy 360-303-8209

alan@dentalparts.com

Signed this 6th day of April, 20 21.

EXHIBIT (A)

Petition for Vacation of Platted Road
Whatcom County
Contact - Alan Kennedy

1) This section of road terminates in wetlands and has no prospect of future use.
2) This section of road has served as a late night rendezvous for nefarious individuals who congregate there in vehicles because it is a quiet corner away from the eyes of the law. Vacation would allow us to better light and maintain it as well as fence it off to vehicles.
3) This section of road has a history of vehicles missing the corner and driving into it. Vacation would remove the county from any future liability.
4) This section of road has been used as a dumping ground with no local enforcement (Reference photo below). Vacating it would allow us to maintain a visible presence and better discourage roadside dumping.

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):

Alan Kennedy 3802044700320000

Steve Guyer 3802044340480000

PERSONS OWNING PROPERTY WITHIN A ONE MILE RADIUS

Bob Gallagher 3802044180900000

Gordon Lavigueure 3802044251700000

Clarke Lavigueure 3802043761690000 360-325-3763

Mike Kanda 3802044631240000

Edmund Bereal Jr 3802043020350000

Rick Akers 3802044320150000

The Evans/Kenney Partnership 3802045030320000

A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

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WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Phone: (360) 778-6200
FAX: (360) 778-6201

COMPARATIVE MARKET ANALYSIS – HORTON ROAD VACATION PETITION

PETITIONER: Jody and Alan Kennedy et. al.
PROPERTY LOCATION: Wynn Road Right of Way adjacent to Lot 23 and Lot 24 Plat of Alder Grove
OWNER NAME: Whatcom County
CURRENT USE: Vacant (unopened right-of-way)
AREA ZONING: Light Impact Industrial (LII)

BACKGROUND:
Pursuant to Whatcom County Ordinance No. 1-72, dated February 14, 1972, the City of Bellingham et. al. are petitioning the County to vacate an area of approximately 39,600 square feet, more or less, consisting of the unopened right-of-way of Wynn Road.

SALES RELIED ON:

Three comparable land sales were used to prepare this market evaluation of the subject property and they sold between May 2021 to September 2021. Sale prices ranged from $0.24 to $0.76 per square foot.

Comparable #1 is located at 4518 Rural Avenue, approximately 3,000 feet west of the subject property. It is approximately 10.17 acres and has a 2 bedroom manufactured home on it. It sold on September 20, 2021 for $450,000 with the land contributing approximately 75% of the value of the property or $0.76 per square foot. The property is zoned "R5A".

Comparable #2 is located at 4167 Jones Lane, approximately 5,600 feet southwest of the subject property. It is approximately 3.71 acres and is vacant land. It sold on May 25, 2021 for $120,000 or $0.74 per square foot. The property is zoned "R5A".

Comparable #3 is located at 1509 Waldron Road, approximately 4,400 feet northeast of the subject property and is vacant land. It is approximately 9.54 acres. It sold on July 21, 2021 for $100,000 or $0.24 per square foot. The property is zoned "LII".

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Phone: (360) 778-6200
FAX: (360) 778-6201

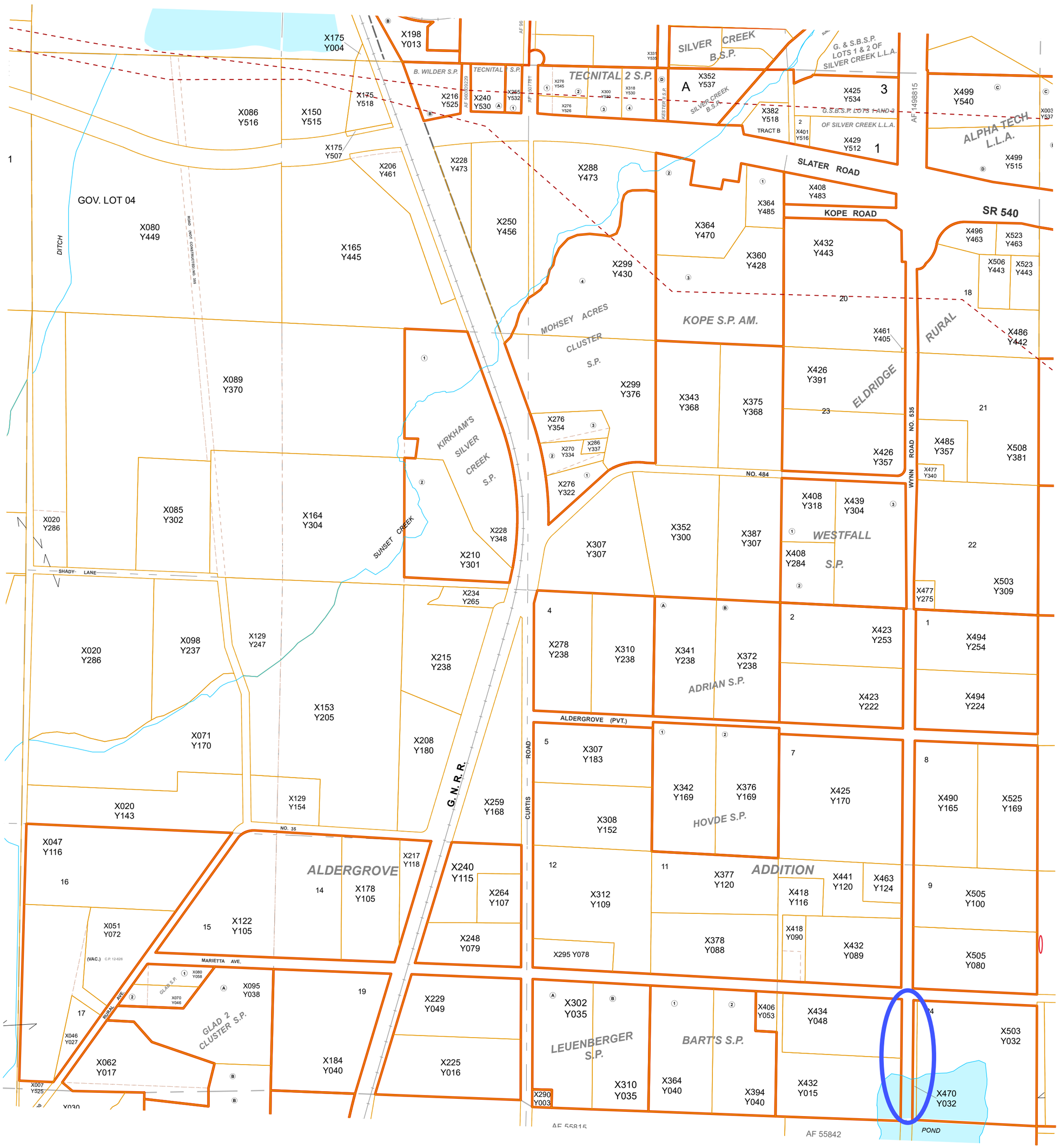
Averaging those three sales together arrives at $0.58 per square foot. However, due to the topography and condition of the property and the likely presence of wetlands an adjustment is necessary to establish an estimated Fair Market Value (FMV). It is estimated that the subject property should be valued at 50% of $0.58 per square foot value, arriving at an estimated FMV of $0.29 per square foot.

RECOMMENDED COMPENSATION TO COUNTY for 39,600 square feet X $0.29 per square foot = **$11,500.00 (rounded)**

Prepared By: _____ Date: 3-28-22
Andrew Hester, Real Estate Coordinator
Whatcom County Public Works

This market analysis does not constitute an appraisal as defined by USPAP.

Need to confirm this doesn't violate State law body of water



TOWNSHIP: 38

RANGE: 02

SECTION: 04

MAP NO.: 01

KEY MAP:

32	33	34
05	04	03
08	09	10

0 400 Ft.

1" = 400'

N W E S

- Tax Parcels
- Plats
- Lots
- Section Lines
- Qtr. Section Lines
- City Limits
- Annexations
- Railroads
- Pipelines
- Waterlines
- Waterbodies*

Whatcom County Assessor's Office

Mar. 29, 2021

This map is for assistance in property location and not guaranteed for accurate measurements.

Geographic Tax Parcel Numbers (GID) are a 16-digit number derived from a combination of the Township, Range and Section, plus the XY coordinates of the theoretical center of the parcel, plus four trailing zeroes. The trailing zeroes are used where an auxillary tax parcel exists at the same location as the primary parcel, such as, a condo unit or, a mobile home.

*Waterbodies provided for reference only; has not been verified by Assessor

For information on reading maps visit our website: whatcomcounty.us/177/Assessor

Marietta
Wyton
Curtis
392

ROAD VACATION FACT SHEET

Applicant	Jody and Alan Kennedy
Brief description	Proposed road vacation of unimproved and unmaintained portion of Wynn Road. Located at the intersection of Marietta Avenue and Wynn Road (improved). Public Works County Engineer in favor of the proposed road vacation.
Size	60 feet in width approximately 660 feet in length. 39,660 Square feet
Utilities	No utilities observed within the proposed ROW to be vacated. Standard language reserving an easement for existing utility facilities is included within the resolution.
Wetland Mitigation	Wetland mitigation potential reviewed by Public Works. It has been determined that there is no wetland mitigation potential due to lot dimensions, small size, and existing wetland conditions.
Future Uses	No proposed road/stormwater projects within the area.
Valuation	ROW valued at $0.29 per square foot, totaling $11,500.00 for the road vacation area.
Related Council Agenda Bills:	AB2021-464 AB2022-238
Related Resolution Numbers:	RES 2021-029 (Resolution in the matter of considering vacating a portion of Wynn Road)

Date of Fact Sheet: April 25, 2022

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-261

File ID:	AB2022-261	**Version:**	1	**Status:**	Introduced for Public Hearing
File Created:	04/22/2022	**Entered by:**	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	**File Type:**	Resolution Requiring a Public Hearing		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Resolution amending Resolution No. 2021-056, making additional amendments to the 2020 Shoreline Management Program Periodic Update documents to be considered by the Department of Ecology in their final review and approval

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Proposed Resolution to amend Resolution No. 2021-056, making additional amendments to the 2020 Shoreline Management Program Periodic Update documents, including Exhibit D (WCC Title 23, Shoreline Management Program), Exhibit E (WCC Title 22, Land Use & Development), and Exhibit F (WCC Chapter 16.16, Critical Areas)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/10/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff report, Proposed resolution

Whatcom County
Planning & Development Services
Staff Report

Shoreline Management Program Periodic Update 2020

I. File Information

File #: PLN2020-00006

File Name: Shoreline Management Program Periodic Update 2020

Applicant: Whatcom County Planning and Development Services (PDS)

Project Summary: Additional amendments to Whatcom County's Shoreline Management Program Periodic Update, including amendments to WCC Title 23 (Shoreline Management Program), WCC Title 22 (Land Use & Development), and WCC Chapter 16.16 (Critical Areas).

Location: Countywide.

Staff Recommendation: Approve.

Attachments: Draft resolution and Exhibit A (proposed amendments)

II. Background

On December 7, 2021, the Whatcom County Council approved Resolution No. 2021-056, which approved amendments to the Whatcom County Shoreline Management Program (SMP), including some to WCC Chapter 16.16[1], for Department of Ecology final review and approval.

At their previous meeting on November 23, 2021, the Council had also approved a settlement agreement with Petitioners involved in Western Washington Growth Management Hearings Board Case No. 18-2-0001, an appeal of certain portions of WCC Chapter 16.16 that had been made in 2017 via Ordinance 2017-077. In this settlement agreement the Council agreed to consider certain amendments to WCC Chapter 16.16. However, it was too late to include the agreed upon amendments in the SMP documents under consideration.

After Council's approval of Resolution No. 2021-056 a few errors in the SMP documents were found. We thought it would be a simple matter to correct these, and incorporate the agreed to amendments from the settlement agreement, at the time Council adopts and codifies the approved SMP amendments *after* the Department of Ecology's final review and approval of the amended SMP. However, Ecology has indicated that that would constitute a new SMP amendment and necessitate another review and approval cycle on their part. They have suggested Council consider (and approve, if Council wishes) these additional amendments now so that they can be considered in their current review and approval process.

[1] Which is a part of the Shoreline Management Program

III. Amendments

Please refer to Exhibit A to review the proposed amendments. The following are the rationale for them.

Part 1. Amendments Agreed to per the Approved Settlement Agreement for Western Washington Growth Management Hearings Board Case No. 18-2-0001

The settlement agreement contains five amendments to which the Council agreed to consider:

1. **The word "ongoing" will be removed from WCC 16.16.235(B)(9)(a) (Activities Allowed Without Notification) This section, will read:**

   "9. Routine maintenance of ditches on agricultural lands; provided, that all of the following are met:
   a. The maintenance is necessary to support agricultural operations…"

Proposed Code Amendment: This amendment is shown in Exhibit A.

2. **WCC 16.16.620(E)(1) will be revised to remove the words "appurtenant" and "primary" so that it reads: "Construction of an accessory structure that is associated with an agricultural use."**

Proposed Code Amendment: This amendment is shown in Exhibit A.

3. **Language will be included in the next to last sentence of WCC 16.16.800 (Purpose) to read: "If farmers and ranchers enter into the CPAL program *and demonstrate no impacts to critical areas through the assessment*, then flexibility in these provisions shall be extended to them."**

Proposed Code Amendment: This amendment is shown in Exhibit A.

4. **"Exemption" language will be added to WCC 16.16.840 (Conservation Farm Plan Requirements), to read: "Any agricultural activity that an assessment by the Conservation District or a Conservation District-approved third party determines has no adverse impacts to critical areas, based on number/type of animals, type of soils, productivity of the pasture, among other factors, or already-implemented best management practices, shall not be required to have a farm plan and shall be deemed to be in compliance with the provisions of CPAL and this Chapter."**

Proposed Code Amendment: Staff believes that this language would be more appropriately housed in WCC 16.16.820 (Classification and Applicability), and is shown as such in Exhibit A.

5. **The disclosure requirement found in WCC 16.16.870(C) ("The County will provide to the public via its website information regarding which farms have approved conservation farm plans and the date of their approval") will be removed.**

Proposed Code Amendment: This amendment is shown in Exhibit A.

Part 2. Correcting errors found in the Shoreline Management Program Periodic Update documents

After the amended SMP documents where approved a few areas were identified that needed clarification.

6. Clarifying the Reasonable Use Exception (RUE) rules. (SMP Exhibit F, WCC Chapter 16.16)

Proposed Code Amendment: Through the SMP periodic update Council approved a new approach to Reasonable Use Exceptions (WCC 16.16.270). The current code allows an administrative determination to be made *after* a quasi-judicial decision, and in the hierarchy of permitting applicants should have to exhaust any administrative remedies before seeking a quasi-judicial decision. The new approach places reasonable use exceptions as the last method of altering standards to allow reasonable economic use of constrained property, and that they be decided upon by the Hearing Examiner. The new approach is:

- **Administrative Reduction/Average** – Staff would have the ability to administratively reduce or average a buffer width by 25% if the impacts can be fully mitigated, though avoidance and minimization criteria are applied first. This allows for flexibility in project design and road alignments. If the applicant's plans can't be achieved by this, then…
- **Administrative Variance** – An administrative (minor) variance could be granted to reduce a buffer by 25-50% if the impacts can be fully mitigated and the variance criteria are met. If the applicant's plans can't be achieved by this, then…
- **Hearing Examiner Variance** – The Hearing Examiner would have the ability to grant a variance from *any* dimensional standard by any degree if the impacts can be fully mitigated and the variance criteria are met. If the applicant's plans can't be achieved by this, then…
- **Hearing Examiner Reasonable Use Exception** – The Hearing Examiner would have the ability to grant a Reasonable Use Exception to allow up to 2,500 to 4,000 square feet of impacts (depending on lot size[2]) to critical areas themselves (not just their buffers).

The SMP updated code included a criteria (#11) that the Hearing Examiner could not approve a Reasonable Use Exceptions until: "The applicant has requested and been denied a variance under the provisions of WCC 16.16.273 (Variances)." Unfortunately, having such a criterion would necessitate an applicant having to apply for and be denied a variance, even when it's evident that the variance criteria couldn't be met. This would cause an applicant to spend time and money—and staff to process a variance request—needlessly. Thus, staff is proposing to amend this section to delete finding #11 while making it clear (in subsections A and B) that RUEs apply when critical areas themselves—and not just their buffers—need be impacted in order to avoid a taking.

Additionally, in subsection old 12/new 11 staff proposes to delete on-site septic systems as being included in the maximum impact area to be consistent with the language of 23.40.170(B)(3), in which Council deleted septic systems from being included.

7. Change in forest practices permitting authority (SMP Exhibit F, WCC Chapter 16.16)

On April 26, 2022, a code amendment transferring jurisdiction from the Department of Natural Resources to Whatcom County on regulating Forest Practice Authorizations in Urban Growth Areas was

[2] For single-family residences, the maximum impact area shall not exceed 10% of the lot area or 2,500 square feet, whichever is greater; provided that in no instance shall it exceed 4,000 square feet.

adopted by Council. Amendments to 16.16.230 (Exempt Activities Allowed without Notification), subsection (A) are proposed to be consistent with this change.

8. Fixing an error in lake buffers (SMP Exhibit F, WCC Chapter 16.16)

When changing our water typing system to the Department of Natural Resources' water typing system, staff inadvertently increased the buffers on our lakes from 100 to 200 feet. We are now proposing to amend 16.16.730 Table 4 to rectify this by listing Type S lakes separately from Type S streams, clarifying that those lakes have a 100 foot buffer (which it currently is).

9. Deleting a conflicting note in the Permit Processing Table regarding appeals of shoreline permits (SMP Exhibit E, WCC Title 22)

Shoreline permit appeals go to the State's Shoreline Hearings Board. An existing legacy note in the Permit Processing Table (§22.05.020(2)(f)) still indicates that an applicant could appeal to the Council. It is proposed to delete this note and renumber the subsequent subsections.

10. Removing the requirement for pre-application conferences for Shoreline Exemptions and Shoreline Conditional Use for single-family development in the Permit Processing Table (SMP Exhibit E, WCC Title 22)

Pre-application meetings for Shoreline Exemptions and Shoreline Conditional Use for single-family developments are not required. Staff is proposing to delete the two checkmarks in the Permit Processing Table indicating that they are.

11. Clarifying shoreline permit expiration language (SMP Exhibit E, WCC Title 22)

Shoreline permits expire after 5 years if the project isn't commenced within that timeframe, though this timeframe may be extended due to tolling (extensions granted by way of appeals and legal challenges). In §22.07.080 (Expiration of Shoreline Permits), Council approved subsection (F), which was proposed to deal with projects that spanned multiple versions of the Shoreline Management Program and limit permits to 8 years *with* tolling. But the language wasn't as clear as it could be and could be read to mean that *all* shoreline permits expire after 8 years. It is now proposed to revise the language of subsection (F) to clarify its intent.

12. Clarifying shoreline bulk provisions (SMP Exhibit D, WCC Title 23)

In 23.40.020 (Shoreline Bulk Provisions), Table 2, footnote (3) states that "a side setback of 5 feet applies to residential decks and accessory structures *15 feet tall or less*." Though this is existing language, the setback should apply to all decks and accessory structures, not just those less than 15 feet tall. Thus, it is proposed to delete the "*15 feet tall or less*" clause.

13. Clarifying the freshwater dock length standards (SMP Exhibit D, WCC Title 23)

In the table of freshwater moorage structure dimensional standards (§23.40.150(B)(1)) we did not include a length limit as we had thought that overall dock length would be self-limiting[3]. However, we have since realized that there are areas (e.g., Geneva area of Lake Whatcom) that have very shallow depths for quite a distance from the shore that could necessitate extremely long docks (up to 300 feet)

[3] Given the maximum area and width standards along with the "Minimum necessary to obtain a moorage depth of 5.5 feet measured below ordinary high watermark at the waterward end of the dock" length standard.

to achieve a usable depth. Thus, to minimize potential impediments to navigation we propose to add the clause "though in no instance shall a dock be longer than adjacent docks or 100 feet, whichever is lesser," which is the standard in our current SMP.

14. Clarifying the maximum number of shared moorage slips in multifamily, camping clubs, and subdivision developments allowed (SMP Exhibit D, WCC Title 23)

Whatcom County has long required that if multifamily, camping clubs, or subdivisions provide or allow recreational docks that they be provided though one shared moorage facility rather than a multitude of individual docks. Historically, the maximum number of slips have been limited to the number of lots/dwelling units with water frontage plus a quarter of the non-water frontage lots/dwelling units within shoreline jurisdiction. And that policy has been carried through in this update. But the language is unclear, with of some reading it as allowing more slips that dwelling units in the development. Therefore, §23.40.150(E)(2)(f) and (B) are proposed to be further amended to be more clear. Staff also proposes to replace "leased" with "served" as not all slips are leased.

15. Adding a definition of "finger" (SMP Exhibit D, WCC Title 23)

In moorage lingo, a finger is a narrow extension to a fixed-pile pier, usually extending perpendicular to the pier walkway along with an ell to form an enclosed area for boat moorage. The dimensional standards of fingers (and all moorage structure components) are regulated in §23.40.150. A definition is being proposed to §23.60.130(17) as subsection (m).

16. Clarifying how many slips constitutes a marina vs. shared moorage (SMP Exhibit D, WCC Title 23)

It has been found that there is an inconsistency between what's defined as "shared moorage" vs. what's defined as a marina in terms of number of slips. The definition of "marina" (§23.60.130(2)) states that "Shared moorage of *5* or more residential units is considered a marina," whereas the definition of "shared moorage" (§23.60.190(3)) states, "If a shared moorage provides commercial services or is of a large scale (*four* or more slips), it shall be considered a marina." This is likely a previous error as marinas are five or more slips per US Army Corps of Engineers' guidance. Thus, we are proposing to amend the definition of shared moorage to read "five or more slips," as shown in Exhibit A.

IV. Comprehensive Plan Evaluation

The proposed amendments to the regulations (WCC Titles 22 and 23 and Ch. 16.16) are consistent with the goals and policies of the Comprehensive Plan.

V. Draft Findings of Fact and Reasons for Action

Staff recommends the Council adopts the following findings of fact and reasons for action:

1. All findings of fact of Resolution No. 2021-056 are herein incorporated.
2. On December 5, 2017, the County Council adopted Ordinance 2017-077 containing amendments to Whatcom County's critical areas regulations (WCC Chapter 16.16) to ensure that the regulations meet Growth Management Act requirements, including consistency with the Whatcom County Comprehensive Plan, Best Available Science, and state agency guidance; and,

3. On February 7, 2018, the Washington Farm Bureau, Whatcom County Farm Bureau, Whatcom County Cattlemen's Association, and Whatcom Family Farmers initiated a Petition for Review before the Western Washington Growth Management Hearings Board (Case No. 18-2-0001) appealing Ordinance 2017-077 and certain portions of the regulations; and,
4. On November 23, 2021, the County Council approved a settlement agreement with the Petitioners, agreeing to consider certain amendments to WCC Chapter 16.16; and,
5. On December 7, 2021, the Whatcom County Council approved Resolution No. 2021-056, which approved for Department of Ecology final review and approval amendments to the Whatcom County Shoreline Management Program, including some to WCC Chapter 16.16, which is a part of the Shoreline Management Program, though it was too late to include the amendments agreed to in the settlement agreement; and,
6. After Council's approval of Resolution No. 2021-056 staff found a few errors in these documents and believes it more expedient to correct them and include the amendments agreed to in the settlement agreement prior to the Department of Ecology's final approval rather than having to initiate an additional SMP amendment process, which would only prolong codification of the amendments; and,
7. The reasoning for these amendments are described above under Section III, Amendments; and,
8. The Council's Prosecuting Attorney has determined that the amendments proposed herein do not require review by the Planning Commission, as they are within the scope of what they had already reviewed through the SMP Periodic Update; and,
9. The Whatcom County Council held an additional duly noticed public hearing on May 24, 2022, to receive testimony on the proposed amendments.

VI. Proposed Conclusions

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

VII. Recommendation

Planning and Development Services recommends that the County Council approve the resolution, which would make additional amendments to Whatcom County's Shoreline Management Program Periodic Update documents and authorize staff to forward them to the Department of Ecology for their final review and approval.

PROPOSED BY: _____
INTRODUCTION DATE:_____

RESOLUTION NO. _____

AMENDING RESOLUTION NO. 2021-056, MAKING ADDITIONAL AMENDMENTS TO THE 2020 SHORELINE MANAGEMENT PROGRAM PERIODIC UPDATE DOCUMENTS TO BE CONSIDERED BY THE DEPARTMENT OF ECOLOGY IN THEIR FINAL REVIEW AND APPROVAL

WHEREAS, on December 5, 2017, the County Council adopted Ordinance 2017-077 containing amendments to Whatcom County's critical areas regulations (WCC Chapter 16.16) to ensure that the regulations meet Growth Management Act requirements, including consistency with the Whatcom County Comprehensive Plan, Best Available Science, and state agency guidance; and,

WHEREAS, on February 7, 2018, the Washington Farm Bureau, Whatcom County Farm Bureau, Whatcom County Cattlemen's Association, and Whatcom Family Farmers initiated a Petition for Review before the Western Washington Growth Management Hearings Board (Case No. 18-2-0001) appealing Ordinance 2017-077 and certain portions of the regulations; and,

WHEREAS, on November 23, 2021, the County Council approved a settlement agreement with the Petitioners, agreeing to consider certain amendments to WCC Chapter 16.16; and,

WHEREAS, on December 7, 2021, the Whatcom County Council approved Resolution No. 2021-056, which approved for Department of Ecology final review and approval amendments to the Whatcom County Shoreline Management Program, including some to WCC Chapter 16.16, which is a part of the Shoreline Management Program, though it was too late to include the amendments agreed to in the settlement agreement; and,

WHEREAS, after Council's approval of Resolution No. 2021-056 staff found a few errors in these documents and believes it more expedient to correct them and include the amendments agreed to in the settlement agreement prior to the Department of Ecology's final approval rather than having to initiate an additional SMP amendment process, which would only prolong codification of the amendments.

WHEREAS, the Council's Prosecuting Attorney has determined that the amendments proposed herein do not require review by the Planning Commission, as they are within the scope of what they had already reviewed through the SMP Periodic Update; and

WHEREAS, the Whatcom County Council held an additional duly noticed public hearing on May 24, 2022, to receive testimony on the proposed amendments.

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

Section 1. Review and Evaluation. The Council hereby finds that the review and evaluation required by RCW 90.58.080(4) has occurred.

Section 2. Revisions. Whatcom County Code Title 23 and Chapter 16.16 (Exhibits D and F to Resolution No. 2021-056) are hereby further amended as shown in Exhibit A of this resolution, which is

attached and incorporated herein by this reference. The remaining portions of the County's Shoreline Management Program Periodic Update shall remain as provided by Resolution No. 2021-056.

Section 3. Approval. The Council hereby approves the revisions shown in Exhibit A to the versions of the referenced Shoreline Management Program documents approved by Resolution No. 2021-056 and finds the amended Shoreline Management Program consistent with the requirements of RCW 90.58 and WAC 173-26, as they apply to these amendments, with the understanding that in accordance with RCW 90.58.190(3), and if Ecology adopts the amendments, the Whatcom County Council intends to adopt (and codify), by ordinance, the subject shoreline master program amendments.

Section 4. Submission to Department of Ecology. The Director of Planning and Development Services is directed to re-submit the revised Shoreline Management Program documents to the Department of Ecology for their review and approval prior to formal adoption. If/Once approved by the Department of Ecology no further action is necessary for compliance with RCW 90.58.080(4) for the periodic review update due on June 30, 2021.

Section 5. Staff is authorized to work with Code Publishing to correct any scrivener's errors and cross-references made ineffective by these amendments.

ADOPTED this _____ day of _____, 2022.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

_____ _____

Dana Brown-Davis, Council Clerk Todd Donovan, Council Chair

APPROVED as to form: ( ) Approved ( ) Denied

_____ _____

Civil Deputy Prosecutor Satpal Sidhu, Executive

Date: _____

EXHIBIT A

Note: For ease in distinguishing new proposed edits, non-marked text is what Council approved via Resolution 2021-056. Only new proposed edits are shown in strikeout/underline.

Issue #'s refer to the issue numbers shown in the accompanying staff report.

Part 1. Amendments Agreed to per the Approved Settlement Agreement for Western Washington Growth Management Hearings Board Case No. 18-2-0001

Issues #1 – 5

SMP Exhibit F – WCC Chapter 16.16 (Critical Areas)

Article 2. Administrative Provisions

16.16.235 Activities allowed with notification.

…

A. Activities Allowed with Notification.

…

9. Routine maintenance of ditches on agricultural lands; provided, that all of the following are met:
   a. The maintenance is necessary to support ~~ongoing~~ agricultural operations;
   b. The maintenance activity does not expand the dimensions of the drainage channel beyond the original, lawfully established dimensions;
   c. The agricultural activities are conducted pursuant to an approved conservation farm plan prepared pursuant to Article 8 of this chapter;
   d. The farm operator obtains a hydraulic project approval (HPA), if required, from the Washington State Department of Fish and Wildlife (WDFW) prior to the maintenance activity; and
   e. The farm operator provides a copy of the HPA to the technical administrator as part of the written notification.

Article 6. Wetlands

16.16.620 Wetlands – General standards.

The following activities may be permitted in wetlands and/or wetland buffers as specified when all reasonable measures have been taken to avoid adverse effects on wetland functions and values as documented through an alternatives analysis, the amount and degree of alteration are limited to the minimum needed to accomplish the project purpose, and compensatory mitigation is provided for all adverse impacts to wetlands that cannot be avoided:

…

E. Agricultural uses as follows:
   1. Construction of a~~n appurtenant~~ structure that is associated with an ~~primary~~ agricultural use; or the reconstruction, remodeling, or maintenance of such structures in wetland buffers, subject to all of the following specific criteria:
      a. The structure is located within an existing lot of record and is an ongoing agricultural use.

b. There is no other feasible location with less impact to critical areas.
c. Clearing and grading activity and impervious surfaces are limited to the minimum necessary to accommodate the proposed structure and, where possible, surfaces shall be made of pervious materials.

2. Ongoing agricultural activities subject to the following:
   a. The activities are conducted in accordance with all applicable provisions of this chapter and WCC Title 17; or
   b. The agricultural activity is in compliance with the conservation program on agricultural lands (CPAL) as described in Article 8 of this chapter.

…

Article 8. Conservation Program on Agriculture Lands (CPAL)

16.16.800 Purpose.

A. The well-being of farms and ranches in Whatcom County depends in part on good quality soil, water, air, and other natural resources. Agricultural operations that incorporate protection of the environment, including critical areas and their buffers as defined by this chapter, are essential to achieving this goal.

B. The purpose of the CPAL program is to allow farmers practicing ongoing agricultural activities that may affect critical areas, their functions and values, and/or their buffers to do so either (1) in accordance with the standard requirements of this chapter or (2) pursuant to a conservation farm plan voluntarily prepared and approved pursuant to this article. If farmers and ranchers are willing to enter into the CPAL program, and demonstrate no impacts to critical areas through the assessment, then flexibility in these provisions may be extended to them. If not, then they must observe the standard provisions of this chapter.

C. This program shall be subject to continued monitoring and adaptive management to ensure that it meets the purpose and intent of this chapter.

16.16.820 Classification and applicability.

D. A conservation farm plan identifies the farming or ranching activities and the practice(s) necessary to avoid their potential negative impacts (resource concerns). Practice selection depends upon the types of livestock raised and crops grown. Based upon the type and intensity of the operation, some generalizations can be made as to the resource concerns and remedies that apply.

E. Some operations present relatively low risks to critical areas because of their benign nature, timing, frequency, or location. For these operations, the resource concerns and remedies are relatively easy to identify and implement. These are described in more detail as Type 1 agricultural operations subject to standardized conservation farm plans in WCC 16.16.830 and 16.16.840(A).

F. Where the potential negative impacts to critical areas are moderate or high, solutions are more difficult to formulate and implement. In those circumstances, a more rigorous planning process is required. In such cases, a formal written plan shall provide the desired environmental protection. These types of operations are described as agricultural operations requiring custom conservation farm plans in WCC 16.16.830 and 16.16.840(B) or (C).

G. Any agricultural activity that an assessment by the Conservation District or a Conservation District-approved third party determines has no adverse impacts to critical areas, based on number/type of animals, type of soils, productivity of the pasture, among other factors, or already-implemented

best management practices, shall not be required to have a farm plan and shall be deemed to be in compliance with the provisions of CPAL and this Chapter.

~~G.~~H. Agricultural activities that qualify for coverage include:

1. Type 1 Operations.
    a. To qualify as a Type 1 operation, a farm shall not exceed one animal unit per one acre of grazable pasture. These operations present a low potential risk to critical area degradation including ground/surface water contamination because the animals kept generate fewer nutrients than can be used by the crops grown there.
    b. Critical areas on Type 1 operations are protected against the potential negative impacts of agricultural activities through the implementation of an approved standard conservation farm plan prepared in accordance with WCC 16.16.830 and 16.16.840(A).
    c. Those operators qualifying for a Type 1 (standard) conservation farm plan may elect to do a Type 2 (custom) conservation farm plan if they want to use "Prescribed Grazing" (NRCS Practice 528A) to manage vegetative filter strips installed alongside critical areas.
2. Type 2 Operations.
    a. Type 2 operations are farms that include, but are not limited to, those that exceed one animal unit per one acre of grazable pasture; farms that have orchards, vineyards, small-fruit field or row crops; and drainage improvement districts. These operations present a potential moderate risk to critical area degradation, including ground or surface water contamination, because the nutrients applied from manure or commercial fertilizers may exceed that which can be easily used by the crops grown there without careful planning and management. The agricultural activities are also likely to be much more intense than Type 1 operations, posing greater potential risks to other critical areas.
    b. Critical areas on Type 2 operations are protected against the potential negative impacts of agricultural activities through the implementation of an approved custom conservation farm plan prepared in accordance with WCC 16.16.830 and 16.16.840(B).
3. Type 3 Operations.
    a. Type 3 operations include dairies and animal feeding operations/concentrated animal feeding operations (AFO/CAFOs). These operations are already regulated by state and federal governments (see Chapter 90.64 RCW et seq.; 40 CFR 122.23 and 40 CFR Part 412).
    b. Critical areas are protected against the potential negative impacts of Type 3 agricultural activities through the implementation of an approved custom conservation farm plan prepared in accordance with WCC 16.16.830 and 16.16.840(C).

16.16.870 Limited public disclosure.

B. Conservation farm plans will not be subject to public disclosure unless required by law or a court of competent jurisdiction;

C. Provided, that the County will collect summary information related to the general location of a farming enterprise, the nature of the farming activity, and the specific best management practices to be implemented during the conservation farm plan review process. The summary information shall be provided by the farm operator or his/her designee and shall be used to document the basis for the county's approval of the plan.

~~D. The County will provide to the public via its website information regarding which farms have approved conservation farm plans and the date of their approval.~~

~~E.~~D. Upon request, the County may provide a sample conservation farm plan, exclusive of site- or property-specific information, to give general guidance on the development of a conservation farm plan.

Part 2. Correcting errors found in the Shoreline Management Program Periodic Update documents

SMP Exhibit F – WCC Chapter 16.16 (Critical Areas)

Article 2. Administrative Provisions

Issue #6: Clarifying the Reasonable Use Exception (RUE) rules. (SMP Exhibit F, WCC Chapter 16.16)

In reviewing the approved code for implementation staff realized we had included as one of the criteria for the Hearing Examiner to approve Reasonable Use Exceptions "11. The applicant has requested and been denied a variance under the provisions of WCC 16.16.273 (Variances)." Unfortunately we have realized that having such a criterion would necessitate an applicant having to apply for and be denied a variance, even when it's evident that the variance criteria couldn't be met. This would cause an applicant to spend time and money—and staff to process a variance request—needlessly.

Thus staff is proposing to amend this section to delete finding #11 while making it clear (in subsections A and B) that RUEs apply when critical areas themselves—and not just their buffers—need be impacted in order to avoid a taking. Additionally in subsection (old 12) new 11 staff proposes to delete on-site septic systems as being included in the maximum impact area to be consistent with the language of 23.40.170(B)(3), in which Council deleted septic systems from being included.

16.16.270 Reasonable Use Exceptions.

A. If the application of this Chapter would result in denial of all reasonable and economically viable use of a property, and if such reasonable and economically viable use of the property cannot be obtained by consideration of a variance ~~pursuant to WCC 16.16.273 (Variances)~~, then a landowner may seek a reasonable use exception ~~from the standards of this Chapter~~. Reasonable use exceptions are intended as a last resort when impacts to critical areas themselves (not just their buffers) cannot be avoided ~~no plan for mitigation and/or variance can meet the requirements of this Chapter and~~while allowing the applicant a reasonable and economically viable use of his or her property. ~~The reasonable use exception shall follow the variance and public notification procedures of WCC Title 22 (Land Use and Development).~~

B. Requests for reasonable use exceptions shall be a Type III project permit application and shall follow the permitting procedures for variances found in ~~(See~~ WCC Title 22~~,~~ (Land Use & Development).
   1. If in the shoreline jurisdiction Reasonable Use Exceptions shall be processed per the shoreline variance procedures of WCC 22.07.050 (Shoreline Variances);
   2. If not in the shoreline jurisdiction, then Reasonable Use Exceptions shall be processed per the variance procedures of WCC 22.05.024 (Variances).

C. The Hearing Examiner shall only grant a reasonable use exception under all of the following conditions:
   1. The proposed development is otherwise allowed under Whatcom County code.
   2. There is no portion of the site where the provisions of this chapter allow reasonable economic use, including agricultural use or continuation of legal nonconforming uses.

3. The application of this Chapter would deny all reasonable and economically viable use of the property so that there is no reasonable and economically viable use with a lesser impact on the critical area than that proposed.
4. There is no feasible alternative to the proposed activities that will provide reasonable economic use with less adverse impact on critical areas and/or buffers. Feasible alternatives may include, but are not limited to, locating the activity on a contiguous parcel that is under the ownership or control of the applicant, change in use, reduction in size, change in timing of activity, and/or revision of project design.
5. Activities will be located as far as possible from critical areas and the project employs all reasonable methods to avoid adverse effects on critical area functions and values, including maintaining existing vegetation, topography, and hydrology. Where both critical areas and buffer areas are located on a parcel, buffer areas shall be disturbed in preference to the critical area.
6. The proposed development does not pose a threat to the public health and safety.
7. The proposed activities comply with all state, local and federal laws, such as special flood hazard areas restrictions and on-site wastewater disposal.
8. Measures shall be taken to ensure the proposed activities will not cause degradation of groundwater or surface water quality, or adversely affect drinking water supply.
9. Any proposed modification to a critical area will be evaluated by the Hearing Examiner through consideration of an approved critical area assessment report and habitat management plan and will be the minimum modification necessary to allow reasonable use of the property.
10. The inability of the applicant to derive reasonable use of the property is not the result of actions by the current or previous owners in segregating or dividing the property and/or creating the condition of lack of use after September 30, 2005.
~~11. The applicant has requested and been denied a variance under the provisions of WCC 16.16.273 (Variances).~~
~~12.~~11. For single-family residences, the maximum impact area shall not exceed 10% of the lot area or 2,500 square feet, whichever is greater; provided that in no instance shall it exceed 4,000 square feet. This impact area shall include the proposed residential structure as well as appurtenant development that is necessarily connected to the use and enjoyment of a single-family residence. Such appurtenant development includes garages, decks, driveways, parking, ~~on-site septic systems,~~ and all lawn and nonnative landscaping~~, ; with the following~~ except~~,ions~~ that w~~W~~hen an extended driveway is necessary to access a portion of a development site with the least impact on critical area and/or buffers, those portions of the driveway and drainfields shall be excluded from the ~~4,000-square-foot~~ maximum impact area~~;~~ provided~~,~~ that the access road or driveway meets the standards of WCC 16.16.620(D) or 16.16.720(D), as applicable.

D. The Hearing Examiner may issue conditions of approval including modifications to the size and placement of structures and facilities to minimize impacts to critical areas and associated buffers. The Hearing Examiner may also specify mitigation requirements that ensure that all impacts are mitigated to the maximum extent feasible using best available science.

Issue #7: Change in forest practices permitting authority (SMP Exhibit F, WCC Chapter 16.16)
On April 26, 2022, a code amendment transferring jurisdiction from the Department of Natural Resources to Whatcom County on regulating Forest Practice Authorizations in Urban Growth Areas was adopted by Council. Amendments to 16.16.230 (Exempt Activities Allowed without Notification), subsection (A) are proposed to be consistent with this change.

16.16.230 Exempt Activities Allowed without Notification.
The following activities do not require authorization from Whatcom County. However, this shall not be construed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of this jurisdiction. Activities within the shoreline jurisdiction (WCC 23.20.10) may require a shoreline permit or statement of exemption:

A. ~~Class I, II, III, and IV special (not Class IV general) f~~Forest practices regulated by the Washington State Department of Natural Resources~~conducted in accordance with the applicable standards of the Washington State Forest Practices rules, WAC Title 222, except where the lands have been or are proposed to be converted to a use other than commercial forest product production~~.

(…)

Issue #8: Fixing an error in lake buffers (SMP Exhibit E, WCC Title 22)

When changing our water typing system to the Department of Natural Resources' water typing system, staff inadvertently increased the buffers on our lakes from 100 to 200 feet. We are now proposing to amend 16.16.730 Table 4 to rectify this by listing Type S lakes separately from Type S streams, clarifying that those lakes have a 100 foot buffer (which it currently is).

16.16.730 Habitat Conservation Area Buffers
(…)

B. Buffers for Other Habitat Conservation Areas Buffer Widths.

Table 4. Buffer Requirements for HCAs

Habitat Conservation Area	Buffer Requirement
Type S – Freshwater	Streams – 200 feet Lakes – 100 feet
(…)	

(…)

SMP Exhibit E – WCC Title 22 (Land Use & Development)

Chapter 22.05 Project Permits

Issue #9: Deleting a conflicting note in the Permit Processing Table regarding appeals of shoreline permits (SMP Exhibit E, WCC Title 22)

Through previous decisions Council has removed itself from appeals of shoreline permits, choosing instead to send all appeals to the State's Shoreline Hearings Board. Unfortunately staff has realized that

an existing note in the Permit Processing Table (§22.05.020(2)(f)) still indicates that an applicant could appeal to the Council. Staff proposes to delete this note and renumber the subsequent subsections.

22.05.020 Project Permit Processing Table.

(…)

(2) **Project Permit Processing Table Notes**. As indicated in Table 1, project permits are subject to the following additional requirements:

(…)

~~(f) Whatcom County shall consider an appeal of a decision on a shoreline substantial development permit, shoreline variance, or shoreline conditional use only when the applicant waives his/her right to a single appeal to the Shorelines Hearings Board. When an applicant has waived his/her right to a single appeal, such appeals shall be processed in accordance with the appeal procedures of section WCC 22.05.160 (Appeals).~~

(…) (and renumber the subsequent subsections)

Issue #10: Removing the requirement for pre-application conferences for Shoreline Exemptions and Shoreline Conditional Use for single-family development in the Permit Processing Table (SMP Exhibit E, WCC Title 22)

Pre-application meetings for Shoreline Exemptions and Shoreline Conditional Use for single-family developments are not required. Staff is proposing to delete the two checkmarks in the Permit Processing Table indicating that they are.

22.05.020 Project Permit Processing Table.

Table 1. Project Permit Processing Table

Permit Application Processing Table	WCC Reference for Specific Requirements	Pre-Application Required (see 22.05.040)	(…)
Type I Applications (Administrative Decision with No Public Notice or Hearing)			
(…)			
Shoreline Exemption	22.05 & 07	✓	
(…)			
Type II Applications (Administrative Decision with Public Notice; No Public Hearing)			
(…)			
Shoreline Conditional Use for single-family development, uses, and activities (a)	22.05 & .07	✓	
(…)			

Issue #11: Clarifying shoreline permit expiration language (SMP Exhibit E, WCC Title 22)

All shoreline permits are supposed to expire after 5 years if the project isn't commenced within that timeframe, though this timeframe may be extended due to tolling (extensions granted by way of appeals and legal challenges). In §22.07.080 (Expiration of Shoreline Permits), Council approved subsection (F), which was proposed to deal with projects that spanned multiple versions of the Shoreline

Management Program and limit permits to 8 years *with* tolling. But the language wasn't as clear as it could be and could be read it to mean that *all* shoreline permits expire after 8 years. Staff is now proposing to revise the language of subsection (F) to clarify its intent.

Chapter 22.07 Additional Requirements for Shoreline Permits and Exemptions

22.07.080 Expiration of Shoreline Permits.

(…)

F. All shoreline permits shall expire <u>as indicated in subsection (B); however, regardless of tolling no shoreline permit shall be valid beyond</u> 8 years from the date of filing ~~unless a different time period is granted by the outcome of an administrative appeal or legal action~~.

SMP Exhibit D – WCC Title 23 (Shoreline Management Program)

Issue #12: Clarifying shoreline bulk provisions (SMP Exhibit D, WCC Title 23)

In 23.40.020 (Shoreline Bulk Provisions), Table 2, footnote (3) states that "a side setback of 5 feet applies to residential decks and accessory structures *15 feet tall or less*." Though this is existing language, staff has realized that all decks and accessory structures should have a minimum of a 5-foot setback, not just those less than 15 feet tall. Thus, we proposed to delete the "*15 feet tall or less*" clause.

Chapter 23.40 Shoreline Use and Modification Regulations

23.40.020 Shoreline Bulk Provisions – Buffers, Setbacks, Height, Open Space and Impervious Surface Coverage.

(…)

Table 2. Bulk Regulations for Shoreline Development

(…)

<u>Footnotes:</u>

(…)

(3) = A side setback of 5 feet applies to residential decks and accessory structures ~~15 feet tall or less~~.

(…)

Issue #13: Clarifying the freshwater dock length standards (SMP Exhibit D, WCC Title 23)

In the table of freshwater moorage structure dimensional standards (§23.40.150(B)(1)) we did not include a length limit as we had thought that overall dock length would be self-limiting[1]. However, we have since realized that there are areas (e.g., Geneva area of Lake Whatcom) that have very shallow depths for quite a distance from the shore that could necessitate extremely long docks (up to 300 feet) to achieve a usable depth. Thus, to minimize potential impediments to navigation we propose to add the clause "though in no instance shall a dock be longer than adjacent docks or 100 feet, whichever is lesser," which is the standard in our current SMP.

23.40.150 Moorage Structures

(…)

[1] Given the maximum area and width standards along with the "Minimum necessary to obtain a moorage depth of 5.5 feet measured below ordinary high watermark at the waterward end of the dock" length standard.

B. Dimensional Standards

1. Freshwater – Moorage structures in freshwater environments may be permitted, subject to the following:

	Design and Dimensional Standards
Maximum Area: surface coverage, including all attached float decking, platform lifts, covered moorage, ramps, ells, and fingers	• 480 sq. ft. for an individual use dock or pier • 700 sq. ft. for a shared moorage facility used by 2 residential property owners • 1,000 sq. ft. for a shared moorage facility used by 3 or more residential property owners • Public and commercial moorage structures shall be limited to the minimum area needed to accommodate the intended use. • These area limitations shall include platform lifts • Where a pier or dock cannot reasonably be constructed under the area limitation above to obtain a moorage depth of 5.5 feet measured below ordinary high water mark, an additional 4 sq. ft. of area may be added for each additional foot of pier or dock length needed to reach 5.5 feet of water depth at the waterward end of the pier or dock; provided, that all other area dimensions, such as maximum width and length, have been minimized.
Maximum Width	• For moorage structures accessory to a residential use: o 4 feet for pier or dock walkway or ramp o 6 feet for ells o 2 feet for fingers o 6 feet for float decking • Public and marina moorage structures shall be a maximum of 6 feet for all elements unless a need for a larger size is demonstrated
Height	• Minimum of 1.5 feet above ordinary high water to bottom of pier stringers, except the floating section of a dock and float decking attached to a pier
Maximum Length o Marine Rails o Floats o Overall Dock Length	• 20 feet waterward from the ordinary high water mark • 20 feet per user (e.g. single user – 20 feet, 2-users – 40 feet, etc.) • Minimum necessary to obtain a moorage depth of 5.5 feet measured below ordinary high watermark at the waterward end of the dock, though in no instance shall a dock be longer than adjacent docks or 100 feet, whichever is the lesser.
Decking for piers, docks, walkways, platform lifts, ells, and fingers	• Floats 6 feet wide or less must have at least 30% of the deck surface covered in functional grating • Floats greater than 6 feet wide must have at least 50% of the deck surface covered in functional grating • All other dock components must have 100% of the deck surface covered in functional grating • The open area of functional grating must be at least 60% • Replacement of more than 33% or 250 sq. ft., whichever is greater, of decking or replacement of decking substructure requires installation of functional grating in the replaced portion only

Issue #14: Clarifying the maximum number of shared moorage slips in multifamily, camping clubs, and subdivision developments allowed (SMP Exhibit D, WCC Title 23)

Whatcom County has long required that if multifamily, camping clubs, or subdivisions provide or allow recreational docks that they be provided though one shared moorage facility rather than a multitude of individual docks. Historically, the maximum number of slips have been limited to the number of lots/ dwelling units with water frontage plus a quarter of the non-water frontage lots/dwelling units within shoreline jurisdiction. And that policy has been carried through in this update. But the language is unclear, with of some reading it as allowing more slips that dwelling units in the development.

Therefore, §23.40.150(E)(2)(f) and (B) are proposed to be further amended to be more clear. Staff also proposes to replace "leased" with "served" as not all slips are leased.

23.40.150 Moorage Structures

(…)

E. Additional Standards for Shared Moorage.

1. When allowed under the provisions of this program, a shared moorage dock may be permitted for multiple users. Such docks may consist of one pier and multiple floats or platform lifts, boat lifts, and covered moorages, not to exceed the number of authorized users nor the total maximum area allowed per WCC 23.40.140(B).
2. Shared moorage shall be required in accordance with the following to prevent the proliferation of moorage facilities:
   a. Shared moorage shall be provided for all residential developments of more than two dwelling units.
   b. Subdivisions shall contain a restriction on the face of the plat prohibiting individual docks.
   c. Shared moorage facilities shall be available to property owners in the subdivision for community access and may be required to provide public access depending on the scale of the facility. A site for shared moorage should be owned in undivided interest by property owners within the subdivision.
   d. If shared moorage is provided, the applicant/proponent shall file at the time of plat recordation a legally enforceable joint use agreement or other legal instrument that, at minimum, addresses the following:
      i. Apportionment of construction and maintenance expenses;
      ii. Easements and liability agreements; and
      iii. Use restrictions.
   e. On marine shorelines a dock or pier may be approved only if it is not feasible to provide mooring buoys with an adequate landing area or a dock or marine rail system sized to accommodate tenders.
   f. Where a new multifamily residential, camping club, or subdivision development proposes to provide shared moorage, the number of slips shall be limited to the amount of moorage needed to serve dwelling units/rental spaces with water frontage; provided, that a limited number of upland dwelling units/rental spaces within shoreline jurisdiction may also be accommodated at a ratio of 0.25 slips per such dwelling units/rental spaces. ~~space for the number of waterfront lots or dwelling units may be provided with an additional provision for sites without water frontage up to a ratio of 1.25 moorage spaces per total lots or units.~~ Applications for shared moorage shall demonstrate that mooring buoys are not feasible prior to approval of dock moorage. Shared moorage currently ~~leased~~serving or proposed to ~~be leased to~~serve upland dwelling units/rental spaces ~~property owners~~ shall be reviewed as a marina. This provision does not apply to existing developments.

~~3. Shared moorage shall be limited to the amount of moorage needed to serve lots with water frontage; provided, that a limited number of upland lots may also be accommodated. Applications for shared moorage shall demonstrate that mooring buoys are not feasible prior to approval of dock moorage. Shared moorage currently leased or proposed to be leased to upland property owners shall be reviewed as a marina.~~

(…)

Chapter 23.60 Definitions

Issue #15: Adding a definition of "finger" (SMP Exhibit D, WCC Title 23)

In moorage lingo, a finger is a narrow extension to a fixed-pile pier, usually extending perpendicular to the pier walkway along with an ell to form an enclosed area for boat moorage. And though we regulate the dimensional standards of fingers (and all moorage structure components) in §23.40.150, we failed to include a definition of what they are (as we have for the other components). Thus, staff is proposing to add that definition to §23.60.130(17) as subsection (m).

23.60.130 "M" definitions.

17. "Moorage Structure" means any in- or overwater structures, used for mooring, launching, or storing vessels and may contain any one or combination of the following:

(…)

m. "Finger" means a narrow extension to a fixed-pile pier, usually extending perpendicular to the pier walkway along with an ell to form an enclosed area for boat moorage.

Issue #16: Clarifying how many slips constitutes a marina vs. shared moorage (SMP Exhibit D, WCC Title 23)

Staff has found that there is an inconsistency between what's defined as "shared moorage" vs. "marina" in terms of number of slips. The definition of "marina" (§23.60.130(2)) states that "Shared moorage of *5* or more residential units is considered a marina," whereas the definition of "shared moorage" (§23.60.190(3)) states "if a shared moorage provides commercial services or is of a large scale (*four* or more slips), it shall be considered a marina." Staff considers this a scrivener's error as we had always intended marinas to be five or more slips per US Army Corps of Engineers' guidance. Thus, we are proposing to amend the definition of shared moorage to read "five or more slips," as shown in Exhibit A.

23.160.190 "S" definitions.

3. "Shared moorage" means moorage for pleasure craft and/or landing for water sports for use in common by shoreline residents of a certain subdivision or community within shoreline jurisdiction or for use by patrons of a public park or quasi-public recreation area, including rental of non-powered craft. If a shared moorage provides commercial services or is of a large scale (~~four~~ five or more slips), it shall be considered a marina. Shared moorage proposed to be leased to upland property owners shall also be considered as a marina. If a proposal includes covered moorage, commercial sale of goods or services, or a means of launching other than a ramp, swinging boom, or davit style hoist, it shall be considered a marina.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-282

File ID:	AB2022-282	**Version:**	1	**Status:**	Introduced for Public Hearing
File Created:	05/03/2022	**Entered by:**	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Resolution Requiring a Public Hearing		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Resolution declaring Whatcom County real property surplus

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution declaring Whatcom County real property surplus

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/10/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo, Resolution

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

Satpal Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council

FROM: Tyler Schroeder, Deputy Executive

DATE: May 24, 2022

SUBJECT: Resolution to set public hearing to authorize the surplus of a Whatcom County property located at 1000 and 1010 Forest Street, Bellingham, WA

The County administration and Opportunity Council would like to update the County Council on the progress on constructing low-income housing and a child care facility at the County-owned property associated with this request for a public hearing.

Background and Purpose
The insufficient supply of affordable housing in Whatcom County has created housing instability for low-income households. Opportunity Council has partnered with Whatcom County to be the developer of the Laurel and Forest St Project, which will construct a building to provide 56 one-bedroom apartments and a child care facility. On September 28, 2021 the County Council approved an amended and restated transfer option agreement for the subject property. This agreement referred to the RCW 39.33.015 that allows the transfer of public property for affordable housing.

Consistent with WCC 1.10, on April 15, 2022 the Whatcom County Property management Committee considered a recommendation to declare the Laurel and Forest property as surplus to the County needs and dispose of the property in a manner consistent with WCC 1.10.270 and WCC 1.10.340. At that meeting the committee considered the following background on the property:

- Whatcom County acquired the property in 1973 from the YWCA of Bellingham
- Over the last few decades the property has been used by Whatcom County to house a number of departments, including but not limited to; WSU Extension, Drug Court, Hearing Examiner Office, County Council Office
- During the Capital Improvement planning process over the last decade Whatcom County has not identified the need to improve this facility for long-term use by the County
- Currently, the facility is not needed to house the current departments located there. Drug Court is planned to be located near the County Courthouse at the Lottie St facility. The WSU Extension is planned to be located at the redeveloped NW Annex project and in the interim will be located at a County leased facility on Dupont Street.
- During the Property Committee meeting no other feasible options were presented to show that this property is needed for future County uses.

At the April 15th, 2022 Whatcom County Property Management Committee approved a motion recommending that the County Council declare the property as surplus to the County needs and dispose of the property in a manner consistent with WCC 1.10.270.

Following a public hearing on this date the Whatcom County Council determined it is in the public's interest to transfer this surplus real property known as 1000 and 1010 Forest Street, tax parcel numbers, tax parcels numbers 380311475570000 and 3803311525130000 to the Opportunity Council, a non-profit agency, pursuant to the provisions and requirements of Whatcom County Code, Chapter 1.10.

We are requesting authorization to transfer the surplus property to the Opportunity Council for public benefit purposes of affordable housing as allowed by RCW 39.33.015 and WCC 1.10.340.

Please contact me at tschroed@co.whatcom.wa.us if you have any questions regarding the proposed surplus of this property.

PROPOSED BY: Executive

INTRODUCTION DATE: May 24, 2022

RESOLUTION NO. _____

DECLARING WHATCOM COUNTY REAL PROPERTY AS SURPLUS

WHEREAS, RCW 36.34.005 authorizes counties to establish comprehensive procedures for the management of county property, including the sale of surplus real estate where it is found to be in the best interest of a county to sell same; and

WHEREAS, in Whatcom County Code (WCC), Chapter 1.10, Whatcom County has established those procedures; and

WHEREAS, the Whatcom County Property Management committee has recommended the real property known as 1000 and 1010 Forest Street, Bellingham, WA, tax parcel numbers 380311475570000 and 3803311525130000 be declared surplus for purposes of a transfer that will benefit the public interest; and

WHEREAS, Whatcom County held a public hearing on this date to determine if it is in the best interest of the County to surplus the below described property for the purposes of transfer to a nonprofit agency; and

WHEREAS, following the public hearing the council does conclude that it is in the best interests of the County to declare the property surplus so that may be transferred to the Opportunity Council, a local nonprofit organization for the purpose of developing affordable housing; and

WHEREAS, the Council further finds that the transfer of this surplus property to the Opportunity Council is in the public's interest;

NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the County to declare as surplus the County property located at 1000 and 1010 Forest Street, tax parcel numbers 380311475570000 and 3803311525130000; and further described by its abbreviated legal description as: 1000 North Forest is: New Whatcom Lots 7-8, Blk 80, S31, T38N, R3E and the abbreviated legal description of the surplus property known as 1010 North Forest is: New Whatcom Lot 6, Blk 80, S31, T38N, R3E.

APPROVED this _____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Council Clerk

_____
Todd Donovan, Council Chair

APPROVED as to form:

C. Quinn per email 05/03/2022
Civil Deputy Prosecutor

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-283

File ID:	AB2022-283	**Version:**	1	**Status:**	Introduced for Public Hearing
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Primary Contact Email: Tschroed@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution authorizing the transfer of Whatcom County surplus property

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution authorizing the transfer of Whatcom County surplus property

HISTORY OF LEGISLATIVE FILE

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Satpal Sidhu
County Executive

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PROPOSED BY: Executive

INTRODUCTION DATE: May 24, 2022

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TRANSFER OF WHATCOM COUNTY SURPLUS PROPERTY PURSUANT TO WCC 1.10

WHEREAS, RCW 36.34.005 authorizes counties to establish comprehensive procedures for the procedures for the management of county property, including the sale of surplus real estate where it is found to be in the best interest of a county to transfer same; and

WHEREAS, in Whatcom County code (WCC), Chapter 1.10, Whatcom County has established those procedures; and

WHEREAS, following a public hearing the Whatcom County Council declared real property known as 1000 and 1010 Forest Street, Bellingham, WA, tax parcel numbers 380311475570000 and 3803311525130000 to be declared surplus; and

WHEREAS, following a public hearing on this date the Whatcom County Council determined it is in the public's interest to transfer this surplus real property known as 1000 and 1010 Forest Street, tax parcel numbers 380311475570000 and 3803311525130000 to Opportunity Council, a non-profit agency as allowed through WCC 1.10.340; and

NOW, THEREFORE, BE IT RESOLVED that the surplus real property known as 1000 and 1010 Forest Street, Bellingham, WA, tax parcel numbers 380311475570000 and 3803311525130000 be transferred to Opportunity Council, a non-profit agency, pursuant to the provisions and requirements of Whatcom County Code, Chapter 1.10.

APPROVED this _____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Council Clerk

_____
Todd Donovan, Council Chair

APPROVED as to form:

__C. Quinn per email 05/03/2022__
Civil Deputy Prosecutor

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-258

File ID:	AB2022-258	**Version:**	1	**Status:**	Introduced
File Created:	04/20/2022	**Entered by:**	JNixon@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Council Appointment Requiring Introduction		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

Primary Contact Email: Jill Nixon JNixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Appointment to a vacancy on the Board of Supervisors for Drainage Improvement District #6, Position 1, to serve a partial term until the next election in February 2024 - Applicant(s): Edward L. Thompson

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Drainage Improvement District #6

1 vacancy, Supervisor Position 1. Appointed term will expire at the special district general election of February 2024. District boundary is located midway between Lynden and Ferndale and bounded and/or transected by portions of W. Pole, Old Guide, King Tut, Aldrich, and Woodlyn Roads. Unnamed tributary ditch to Cougar Creek/Nooksack River is the primary channel.

Duties include field review of drainage needs, attending an annual meeting to determine the next year's work schedule and assessment levy, elect internal officers, and review, discuss, or act on any other official and district business. (RCW 85.06 and RCW 85.38.170 and .180)

All terms expire and all positions will be subject to election at the special district general election of February 2024. For more term information, call the Election Division of the County Auditor's Office at 360-778-5100.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/10/2022	Council	INTRODUCED	Council

Attachments: Thompson application

EXECUTIVE
Satpal Sidhu

RECEIVED
APR 20 2022
WHATCOM COUNTY COUNCIL

WHATCOM COUNTY COUNCIL

COUNCILMEMBERS
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kaylee Galloway
Kathy Kershner

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Edward L. Thompson Date: 4/18/2022

[redacted]

1. Name of board or committee-**please see reverse:** Drainage Dist #6
2. You must specify which position you are applying for. **Please refer to vacancy list.** Vice Chair and board member
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? **(If applicable, please refer to vacancy list.)** ---------- (✓) yes ( ) no
4. Which Council district do you live in? ---------- ( ) One ( ) Two ( ) Three (✓) Four ( ) Five
5. Are you a US citizen? ---------- (✓) yes ( ) no
6. Are you registered to vote in Whatcom County? ---------- (✓) yes ( ) no
7. Have you ever been a member of this Board/Commission? ---------- (✓) yes ( ) no

   If yes, dates: _____
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ---------- ( ) yes (✓) no

   If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ---------- ( ) yes (✓) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education. Retired – 32 years in education (5 years as teach/coach, 27 years as principal
    WWU Graduate 1961, Seattle U graduate 1967
11. Please describe why you're interested in serving on this board or commission: Served on DD #6 board for last 4 years. Worked with Jim Bjornstad on setting budget and tax rate. Have met with people over drainage, culverts and

References (please include daytime telephone number): Jim Bjornstad 360-961-4212

Signature of applicant: Edward L. Thompson

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

expansion.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-276

File ID:	AB2022-276	**Version:**	1	**Status:**	Introduced
File Created:	04/27/2022	**Entered by:**	CHalka@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Council Appointment Requiring Introduction		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Appointment to the Stakeholder Advisory Committee for the Justice Project, applicants: Teresa Bosteter, Eve Smason-Marcus (Application deadline for any other applicants to this vacancy is 10 a.m. on May 17, 2022)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Appointment to the Stakeholder Advisory Committee for the Justice Project, applicant: Teresa Bosteter, Eve Smason-Marcus (2 vacancies in member category: Individual with lived experience in the justice system) (Application deadline for any other applicants to this vacancy is 10 a.m. on May 17, 2022)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/10/2022	Council	INTRODUCED	Council

Attachments: Bosteter application, Smason-Marcus application

Cathy Halka

From: noreply@civicplus.com
Sent: Wednesday, April 27, 2022 11:40 AM
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; Cathy Halka
Subject: Online Form Submittal: Board and Commission Application

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	*Field not completed.*
First Name	Teresa
Last Name	Bosteter
Today's Date	4/27/2022
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
Do you live in & are you registered to vote in Whatcom County?	Yes
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Step 2

1. Name of Board or Committee	Justice Project Stakeholder Advisory Committee
Justice Project Stakeholder Advisory Committee	Individual with experience in criminal justice system
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	Integrated Behavioral Health Advisory Board 2/2013 - 1/31/2016; Substance Abuse Advisory Committee 3/30/2010 - 1/31/2012.
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	*Field not completed.*

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	California State University Northridge; Community Association Manager for 27+ years (19 years in WA state); Former WA state licensed Foster parent; Former CASA; Previous Whatcom County Board experience.
10. Please describe why you're interested in serving on this board or commission	I am an active participant in my own personal recovery journey for 27+ years and have a desire to serve my community using my past experience to hopefully benefit others.
[redacted]	[redacted]
Signature of applicant:	Teresa Bosteter
Place Signed / Submitted	Bellingham, WA

(Section Break)

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; Cathy Halka
Subject: Online Form Submittal: Board and Commission Application
Date: Wednesday, May 4, 2022 1:40:27 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
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Title	Mx.
First Name	Eve
Last Name	Smason-Marcus
Today's Date	5/4/2022
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Step 2

1. Name of Board or Committee	Justice Project Stakeholder Advisory Committee

Justice Project Stakeholder Advisory Committee	Individual with experience in criminal justice system
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	*Field not completed.*

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I currently work as a housing case manager with Northwest Youth Services and serve youth 18-24 in supportive housing at 22N. I have lived in Bellingham for 14 years and have spent many years organizing around issues of homelessness, racial injustice and inequity, transformative justice, and educational opportunities in our community. I have been on the board of the Whatcom Human Rights Taskforce since 2019 and most recently joined the board of the Whatcom Peace and Justice Center a few months ago. I was arrested and taken into the jail in February of 2016 and spent a night in the jail. I experienced verbal abuse and taunting from the correction officers. I was left alone in a cell without any functional lighting. The food I was given was covered in mold and inedible. I spent the next few months in and out of courtrooms and lawyer meetings as well as the next few years trying to recover financially from the impact. I know there are other community members with more comprehensive experiences with the criminal legal system, but if there are vacancies left unfilled I feel my experience with the criminal legal system and in our community are important to bring to this committee.
10. Please describe why you're interested in serving on this board or commission	I am interested in serving on this board because I care about Whatcom County and want us to be building a future that ensures the safety and wellbeing of everyone, especially those that have been continuously left behind, marginalized, and over-policed, including Black, Indigenous, and People of Color, LGBTQ+ community, immigrants, undocumented folks, unhoused neighbors, poor and working class people, young people, and more. I believe my experience with the criminal legal system, years of organizing around issues of human rights and social justice, and being a non-binary Jewish person in Whatcom County are relevant to this committee's work and aren't always experiences that are brought into these spaces. Beyond my own experience with the criminal legal system, I work with youth who are very familiar with the criminal legal system in Whatcom County and witness it failing them every day. If my experiences can impact the services and resources available for our community for the better than I want to share them and participate in this process.
[redacted]	[redacted]
Signature of applicant:	Eve Smason-Marcus
Place Signed / Submitted	Bellingham, WA

(Section Break)

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-294

File ID:	AB2022-294	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/11/2022	**Entered by:**	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Executive Appointment		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's appointments of Shamika Brooks, Edna Revey and Therese Horan to the Public Health Advisory Board

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See applications and staff memorandum

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff memo, PHAB Applications

WHATCOM COUNTY
Health Department

Erika Lautenbach, MPH, Director
Amy Harley, MD, MPH, Co-Health Officer
Greg Thompson, MD, MPH, Co-Health Officer

Memorandum

Suzanne
ok to appoint
Satpal

TO: **SATPAL SIDHU, COUNTY EXECUTIVE**

FROM: Erika Lautenbach, Director
Health Department

DATE: 5/9/2022

RE: PUBLIC HEALTH ADVISORY BOARD MEMBER RECOMMENDATIONS

I, along with the Public Health Advisory Board, would like to recommend the appointment of three new board members to finish out this year and then continue for full three-year terms running through 1/31/2026:

- Shamika Brooks to a Health Care Access and Quality position.
- Edna Revey to a Tribal Community Member/Tribal Government position.
- Therese Horan to a Health Care Access and Quality position.

At this time there are no additional recommendations to fill other vacant positions.

Thank you for your consideration.

509 Girard Street
Bellingham, WA 98225-4005
360.778.6000 | FAX 360.778.6001
WhatcomCountyHealth

Whatcom County HEALTH Department

1500 North State Street
Bellingham, WA 98225-4551
360.778.6100 | FAX 360.778.6101
www.whatcomcounty.us/health

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	*Field not completed.*
First Name	Shamika
Last Name	Brooks
Today's Date	12/12/2021
Street Address	[redacted]
City	[redacted]
Zip	[redacted]
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	[redacted]
Secondary Telephone	*Field not completed.*
Email Address	Shamikae4@gmail.com
1. Name of Board or Committee	**Public Health Advisory Board**
Public Health Advisory Board Position:	Health Care Access
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	County Council Vacancy in Public Health (1).pdf - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	*Field not completed.*
10. Please describe why you're interested in serving on this board or commission	*Field not completed.*
References (please include daytime telephone number):	Mary Monastesse Nurse Practitioner 817-988-9250 Devyn Nixon 360-296-2449 Cornelius Martin (LCSW) 817-845-3714 Charmaine Miler Spencer (Nurse Practitioner) 214-549-9561
Signature of applicant:	Shamika Brooks
Place Signed / Submitted	Blaine, Washington

County Council Vacancy in Public Health

My name is Shamika Brooks and I have been working in health care for over 18 years. I started out working as a certified nursing assistant while working my way through college to become a registered nurse. I have been a registered nurse for more than 13 years and a board certified family nurse practitioner for more than 6 years. As a family nurse practitioner, I am trained to care for individuals from birth throughout the entire life span.

I have worked throughout the continuum of healthcare from inpatient hospital care, medical case management, insurance case management, home health, and long term care medical management. Prior to moving to Washington state, I worked at a county hospital in Dallas, Texas for six years providing primary care and specialty care to those living with HIV and AIDS. Many of my patients were indigent and of low socioeconomic status. I understand the complexity in health care and the importance of access for everyone to reduce health disparities. In Texas, I was a part of a local county initiative to combat stigma and increase access to healthcare for those living with HIV/AIDS.

I am currently an adjunct faculty professor at a distance program at the University of Texas at Arlington. My joy is teaching future nurse practitioners and being involved in community efforts to improve access to health care. I have lectured health care providers and students about the health disparities dealing with those living with HIV/AIDS.

I would like to join the council in Public Health Advisory to bring my years of experience and passion to tackling the issue of healthcare access in Whatcom County. The Covid-19 pandemic landed a spotlight on the increasing issues with access to healthcare and health inequities already existing in the United States. As a result, I want to be actively engaged in helping create solutions for my community which will aid our efforts in increasing healthcare access to vulnerable populations.

University of Texas at Arlington College of Nursing and Health Innovation
Curriculum Vitae

Name: Shamike Shantell Brooks APRN, FNP-C

Current faculty rank at UTA: Clinical Assistant Professor

The University of Texas at Arlington
College of Nursing and Health Innovation
Box 19407
Arlington, Texas 76019-0407
(817) 272-2776

Licences/Certifications

Type	Agency	Expiration Date
APRN	Texas BON	12/31/2021
RN	Texas BON	12/31/2021
APRN	Washington BON	12/31/2021
RN	Washington BON	12/31/2021

Education (reverse chronological order)

Year awarded	Degree	Institution	City, State	Major
2014	MSN	Maryville U	St. Louis, MO	Nursing
2011	BSN	U of Phoenix	Tempe, AZ	Nursing
2008	ADN	DCCD	Dallas, TX	Nursing

Employment/Professional Experience (reverse chronological order)

Dates	Title	Institution	City, State
6/21-C	APRN	Optum	Bellingham, WA
2/21--8/21	APRN	Unity Care Northwest	Bellingham, WA
1/18--C	Clinical Assistant Professor	U of Texas at Arlington	Arlington, TX
4/17--11/20	Nurse Practitioner	Care Now	Dallas, TX
8/15--1/21	APRN	Parkland	Dallas, TX

Scholarships/Honors and Awards:

Year awarded	Name of award or scholarship	Source of award or scholarship
2015	Outstanding Service Award	Parkland
	Making the Difference	Dallas City Council
2007		

Funded Research

Title of project	Role	Source of funding	Amount of funding

Publications: Refereed Journal Articles and Research Monographs

Publications: Refereed Abstracts/Proceedings

Publications: Books and book chapters

Publications: Media/Software and Other Publications

Presentations: Papers and Posters (Refereed)

Presentations: Invited

Professional Service: Editorial Activities

Journal	Dates of service

Professional Service: Professional Organizations

Name of organization	role	Dates of service

Professional Service: Consultation

Agency/Organization	Type of service	Compensated or volunteer	Dates of service

Professional Service: Community service

Agency/Organization	Type of service	Compensated	Dates of service
Parkland Peer Review	Committee	Volunteer	2019--2021

Service: University (UTA only)

Name of committee or service	Role	Dates of service

Service: CONHI committee service

Name of committee or service	Role	Dates of service

Teaching: Workshops, Seminars

Name of workshop	Name of presentation	Organization	Location	Date of presentation
N-fectious Disease Online Conference	Annual Update	NDNPB	Online	2019
Tuesday Morning	African American Cultural Considerations	UTSW	Dallas	11/2018, 2/2017
TNP Conference	African American Cultural Considerations	TNP	Austin	11/2016
Tuesday Morning	ACTHIV Update	UTSW	Dallas	4/2016

Teaching: Academic Courses

Course name and number	Role in course	Type of course	Enrollment	Dates taught

Teaching: Thesis, Honor's Project, DNP Projects, or PhD Dissertations

Name of student	Title	Type of student product supervised	Date completed

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mrs.
First Name	Edna
Last Name	Revey
Today's Date	1/4/2022
Street Address	[redacted]
City	[redacted]
Zip	[redacted]
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	[redacted]
Secondary Telephone	*Field not completed.*
Email Address	ednarevey@gmail.com
1. Name of Board or Committee	**Public Health Advisory Board**
Public Health Advisory Board Position:	Tribal Community representative
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	EMRRES.docx – attached.
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am a registered nurse working at Lummi Nation School with tribal youth and families. I collaborate closely with the Ferndale School District, Lummi Indian Business Council, Lummi Tribal Health Center and Lummi Public Health to ensure the health and safety of students, staff and the broader community. Prior to my nursing career, I worked for the Nooksack Tribal Health Department in public health and policy capacities. I have a bachelors degree in Nursing and in Tribal Governance and Business Management. I am a Upper Skagit Tribal member and descendent and resident of the Lummi Nation.
10. Please describe why you're interested in serving on this board or commission	I would like to utilize my skills and experience to serve the greater Whatcom County community inclusive of neighboring tribal communities.
References (please include daytime telephone number):	Nicholas Lewis Lummi Council Member 360-303-6084 Anthony Hillaire Lummi Council Member 360-393-0890
Signature of applicant:	Edna Revey
Place Signed / Submitted	Bellingham, WA

EDNA REVEY

PHONE: [redacted] EMAIL: EDNAREVEY@GMAIL.COM
ADDRESS: [redacted]

EDUCATION

Bachelor of Science in Nursing Western Governors University, Salt Lake City, UT 2021
A.D.N. NURSING Bellingham Technical College, Bellingham, WA 2020
B.A. Business Management Northwest Indian College, Bellingham, WA 2015

CERTIFICATION

Registered Nurse Washington State Board of Nursing License # RN61073094 Expiration 7/2022
Advance Cardiac Life Support (ACLS) CERTIFIED American Heart Association Expiration 8/2022

SKILLS

Community Health, Public Health, Critical Thinking, Organization and Prioritization, Attention to Detail, Team Leadership, Care Coordination, Policy Development.

PROFESSIONAL EXPERIENCE

Dec 2021 - Present SCHOOL NURSE Lummi Nation School, Bellingham, WA

Deliver care to students and staff, Coordinate COVID-19 pandemic policies and procedures, Work with Lummi Nation School Administration, Lummi Public Health Team, and Lummi Indian Business Council to insure the health and safety of students and staff, Coordinate individual medical needs and up to date health records.

Oct 2020 – December 2021 REGISTERED NURSE / Skagit Valley Hospital, Mt. Vernon, WA

Deliver care to patients on Medical and Pediatric Unit utilizing the nursing process of assessment, planning, intervention, implementation and evaluation. Collaborate with other nurses, providers and health team members to ensure the patient's wellbeing. Teach patient/family appropriate health information.

June 2020 – Oct 2020 REGISTERED NURSE / Mt. Baker Surgery Center / Bellingham, WA

Deliver care to patients utilizing the nursing process of assessment, planning, intervention, implementation and evaluation. x Facilitate with triage, pre-operative and post-operative phone calls to assess and plan accordingly to patient need and/or procedure. Teach patient/family appropriate health information. Collaborate with other nurses, providers and health team members to ensure the patient's wellbeing.

Mar 2020 - June 2020 NURSE TECHNICIAN / Lummi Tribal Health Center / Bellingham, WA

Assessed patients via telephone triage and/or telemedicine practicing social distance while determining appropriate treatment and response. x Documented data related to patients' care including assessment results, interventions, medications, patient responses, or treatment changes. x Provide care and service to patients and their families under delegation of the RN

Aug 2015- Oct 2018 HEALTH DEPARTMENT OPERATIONS MANAGER/ Nooksack Tribal Clinic / Deming, WA

Assist in the management of the medical clinic, dental clinic, behavioral health and chemical dependency programs- supervising a staff of eleven. Oversaw medical records ensuring staff training, HIPAA and policy compliance and improvement. Coordinated grants and contracts, budget preparation and updated policies and procedures. Active participant on Public Health team.

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Ms.
First Name	Therese
Last Name	Horan
Today's Date	11/14/2021
Street Address	[redacted]
City	[redacted]
Zip	[redacted]
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	[redacted]
Secondary Telephone	*Field not completed.*
Email Address	theresemariehoran@gmail.com
1. Name of Board or Committee	**Public Health Advisory Board**
Public Health Advisory Board Position:	Health Care Access
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 2
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	Therese Horan Resume.pdf - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am a Nurse Practitioner and Certified Nurse Midwife in Bellingham. I have been in Whatcom County for nearly 6 years, and have been practicing medicine for 12 years. I am originally from SE Alaska, and am Tlingit. I am enrolled in the Tlingit and Haida tribes of Alaska. Having worked with the families of Whatcom County so closely for the last 6 years, I am looking for additional ways to strengthen our community
10. Please describe why you're interested in serving on this board or commission	I am originally from Sitka, AK, and became a single mother at a young age. I put myself through college, and graduate school with the intent to contribute to community health. For, without community support, my daughter and I would not have made it through that difficult time in my life. I now have been working as a medical provider for 12 years. I have 3 beautiful, spirited daughters, and a supportive partner. I am at a place in my career where I am interested in contributing to the community on a broad scale, in addition to the one on one care I provide in the exam room. I would look forward to the opportunity to learn from others in the community, and on the board while serving the community. Thank you!
References (please include daytime telephone number):	Amy Harley, MD 916-671-9083
Signature of applicant:	Therese Horan
Place Signed / Submitted	Bellingham, WA

Therese Marie Horan, MSN, ARNP, CNM
[redacted]
theresemariehoran@gmail.com

WORK EXPERIENCE

Family Nurse Practitioner/Certified Nurse Midwife
PeaceHealth OBGYN 06/2020-Current
Full scope midwifery services with an emphasis on GYN care in the clinic setting. Procedures include IUD, colposcopy, EMB, Nexplanon, fertility, first assist in OR, labor and delivery management as midwife.

Family Nurse Practitioner/Certified Nurse Midwife
Bellingham OBGYN 11/2016-08/2020
Provide problem focused and preventative gynecologic specialty care and outpatient OB/midwifery services. Procedures include IUDs colposcopy, EMBs, Nexplanon, management of AUB, pelvic pain, and an emphasis on adolescent GYN.

Family Nurse Practitioner/Certified Nurse Midwife
Neighborcare Health, School Based Health Center, Family Practice, and Outpatient Midwifery Services 04/13-07/2016
Multi faceted role providing primary care to teens in a School Based Health Center, family practice in primary care setting, and outpatient midwifery services. Responsibilities include well woman care, prenatal care, post partum services, breast feeding support, IUDs, Nexplanons, STI testing and treatment. Use of NextGen EMR

Family Nurse Practitioner/ Certified Nurse Midwife
Swedish Medical Center 11/2012-01/2015
Per diem provider in a variety of settings, including full scope Midwifery, Addiction Recovery Services, Family Practice, Urgent Care, and post-partum and newborn care at Lytle Center. Experience in both inpatient and outpatient medicine. Use of Epic EMR.

Advanced Registered Nurse Practitioner, Family Practice
Seattle Indian Health Board, Seattle, WA 05/2011- 02/2013
Serve as a Primary Care Provider in a Community Health Clinic setting. Provide preventative health care to all ages, women's health care, prenatal care, chronic disease management, pediatric care, and urgent care. Use of Allscripts EMR system.

Advanced Registered Nurse Practitioner, Family Practice
Group Health Cooperative, Bothell, WA, 05/2010- 05/2011
Provided primary health care in a family practice setting. Managed preventative health care for all ages, urgent care, and chronic disease management. Managed a virtual medical practice through e-mail and telephone encounters.

Advanced Registered Nurse Practitioner, Urgent Care
First Stop Clinic, Ferndale, WA, 01/2010-05/2010
Managed acute care needs in an urgent care setting. Manager of clinic during shift, including supervision of support staff, billing, and drawing labs.

CREDENTIALS

Advanced Registered Nurse Practitioner, Midwife
WA License # AP60316874
AMCB Certification # CNM1178
Advanced Registered Nurse Practitioner, Primary Care Nurse Practitioner,
WA License # AP60123650, 12/2009
AANP Board Certification# F1009200, 10/2009
Registered Nurse Licensure, WA License #RN60025091, 07/2008

EDUCATION

Post-Master's Certificate, Certified Nurse Midwife, Seattle University, 06/2011-08/2012
Masters of Science and Nursing, Family Nurse Practitioner Program Seattle University, 06/2007-08/2009
Certified Nursing Assistant Course, Bellingham Technical College, 2006
Lactation Educator Course, Seattle Midwifery School, 2006
Bachelor of Arts, Sheldon Jackson College, Summa Cum Laude, 12/2003

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-296

File ID:	AB2022-296	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/12/2022	**Entered by:**	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Executive Appointment		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's appointment of Jim Boyle to the Marine Resources Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memorandum and application

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff memo, Boyle Application

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

NATURAL RESOURCES
322 N. Commercial Street, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

TO: The Honorable Satpal Singh Sidhu, County Executive

THROUGH: Jon Hutchings, Director JH

FROM: Gary S. Stoyka, Natural Resources Manager
Austin Rose, Planner I

Pls appoint. SS.

RE: Marine Resources Committee appointment recommendation

DATE: May 9, 2022

There are currently two vacancies on the Marine Resources Committee (MRC). Vacant positions include: a Conservation/Environmental interest and an Economic interest. One application for the Conservation/Environmental position was received on April 12, 2022 from Mr. Jim Boyle.

It was decided at a previous MRC meeting by the full committee that the MRC Executive Subcommittee would serve as a "Nominations" committee by reviewing applications and submitting recommendations for appointments. The MRC recommends Mr. Jim Boyle to represent a Conservation/Environmental position on the MRC. Mr. Boyle has extensive experience with organizational development and has worked with local and international organizations. He has expressed great interest in joining a community effort to protect and revitalize the health of the Salish Sea and the marine environment of Whatcom County. Mr. Boyle's connections within the Whatcom community and enthusiasm for environmental health will be a valuable contribution to the work of the MRC.

If you have any questions regarding this recommendation, please contact Austin Rose at extension 6286

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	*Field not completed.*
First Name	Jim
Last Name	Boyle
Today's Date	4/11/2022
Street Address	[redacted]
City	[redacted]
Zip	[redacted]
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	[redacted]
Secondary Telephone	*Field not completed.*
Email Address	boyle21@msn.com
1. Name of Board or Committee	**Marine Resource Committee**
Marine Resource Committee Position:	Conservation/Environmental Interest
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 2
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	Jim Boyle Resume 2022.pdf – attached.
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I currently serve as a consultant to several local and international environmental organizations including the Organization for Tropical Studies, Stockholm Environmental Institute, and the Lummi Island Heritage Trust. I have a master's degree in Environmental Management from Duke University.
10. Please describe why you're interested in serving on this board or commission	The health of the Salish Sea is critical for the economic, social, environmental, and moral health of our community.
References (please include daytime telephone number):	Darrell Hillaire, Director of the Children Setting Sun Productions, dhillaire@settingsunproductions.org Judy Bush, Board President, Lummi Island Heritage Trust, judithkb@msn.com Elizabeth Page, Executive Director, Sean Humphrey House, director@seanhumphreyhouse.org
Signature of applicant:	Jim Boyle
Place Signed / Submitted	Bellingham WA

JAMES E. BOYLE

[redacted] • BOYLE21@MSN.COM

ORGANIZATIONAL LEADER

More than 25 years of senior level experience building, supporting, funding, and growing organizations to operational and financial success. Politically astute and civic minded with an in-depth understanding of major gift fundraising and organizational development.

Proven Strengths:

- **Dynamic Visionary Leadership**—natural talent for empowering and motivating people and bringing together diverse individuals to form a cohesive team.
- **Strong Interpersonal Communication Skills**—unique ability to establish rapport and create synergistic relationships with a wide and diverse range of constituencies. Collaborative and committed to building consensus.
- **Effective Volunteer Management**—confident leader who can present complex topics in an understandable format that facilitates decision-making. Exemplifies consistent values, high ethical awareness, honesty, and fairness.
- **Public Relations**—accomplished spokesperson, able to articulate a clear message with diplomacy, discretion, and tact. Confident working under time pressure and public scrutiny.
- **Additional Qualifications**—extensive capital campaign experience, systematic and data driven approach to fundraising, and demonstrated major gift success with a diverse group of organizations and individuals.

PROFESSIONAL EXPERIENCE SUMMARY AND SELECTED ACCOMPLISHMENTS

Vice President of Philanthropy, ORGANIZATION FOR TROPICAL STUDIES 2018 - Current
Responsible for all aspect of fundraising for a 55-year-old organization with 50+ member institutions and operations in the United States, Costa Rica, and South Africa. OTS' mission is to preserve and sustain the tropics through research, education, and conservation.

The position's primary focus is on significantly increasing revenue through major gifts and corporate partnerships to ensure the sustainability of the organization. Other responsibilities include serving on the management team, training board members and volunteer training, supervising staff, developing multi-year fundraising plans, expanding the donor base, overseeing special events, conducting the annual fund campaign, and implementing legacy projects.

Senior Director for Philanthropy, UNIVERSITY OF WASHINGTON 2012–2017
Managed a team of high-performing fundraisers with a focus on the neurosciences for UW Medicine. Responsible for working with departmental and institutional leaders to establish priorities and goals, recruit and inspire volunteers, oversee activities of staff to ensure success in reaching individual performance measures, and organizational goals.

Highlights: Increased annual fundraising totals for the Neuroscience Team from $3.5 million to over $15 million for the last three years and implemented training program for front-line fundraisers covering topics such as: Developing a Campaign Plan, Making a Major Gift Request, and Faculty Engagement.

Executive Director, COMMUNITY COUNSELLING SERVICES 2007–2012
Designed and implemented significant fundraising campaigns and programs for leading non-profit institutions for this international consulting and management firm. Responsibilities included hiring, training, and supervising staff; managing and motivating Board of Directors; fundraising for campaign and operational support; and establishing strong and on-going development operations in client organizations.

Partial client list: University of California – Davis, University of California - Irvine, St. Marks College, Seattle Goodwill, US-Russia Center for Entrepreneurship, and St. Luke's Magic Valley Health Foundation.

Principal, CLEARWATER COMMUNICATIONS 2004–2007
Spearheaded and directed fundraising consulting firm empowering organizations and individuals to fulfill goals, improve communities, and create sustainable operations.

Partial client list: Lummi Nation, Depot Market Square, Pickford Cinema, Whatcom Farm Friends, Downtown Renaissance Network, and Skagit Land Trust.

COMMUNITY INVOLVEMENT

Candidate for Whatcom County Executive - 2019
Involved in community effort to establish Washington State Soccer Hall of Fame

EDUCATION

Master of Environmental Management,
Duke University School of Forestry and Environmental Studies, Durham, NC, 1984

Bachelor of Science, Biology,
Washington and Lee University, Lexington, VA, 1983
Dean's List / Cum Laude

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-303

File ID:	AB2022-303	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/17/2022	**Entered by:**	DBrown@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Ordinance		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Ordinance providing for the submission of a proposition to the qualified electors of Whatcom County authorizing the County to lift the limit on regular property taxes under Chapter 84.55 RCW for the purpose of funding for childcare, early learning programs, and increased support for vulnerable children

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance submits to the Whatcom County Auditor, for inclusion on the ballot in a special election to be held concurrently with the November 8, 2022, general election, a proposition to the qualified voters of the County to approve or reject a levy above the regular property tax limitations established in RCW 84.55.010 for the funding of childcare and early childhood programs to improve kindergarten readiness and funding for support of homeless and otherwise vulnerable children. The proposed levy lid lift authorized by this proposition would permit the County to increase its regular property tax levy by $0.19 per $1000 of assessed valuation, resulting in a regular property tax levy of $0.94 per $1000 of assessed valuation for collection in 2023 (calculated using the regular property tax rate in 2022, based on total assessed value in 2021), and to increase the levy thereafter as allowed by chapter 84.55 RCW to allow for the uninterrupted continuation of the levy lid lift for a term of ten (10) years. The amount collected in 2023 and in the following 9 years will be approximately $8,200,000.00 annually. Pursuant to RCW 84.55.050(5), the maximum regular property taxes that may be levied in 2032 for collection in 2033 and in later years shall be computed as if the proposition under this resolution had not been approved.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Ordinance

PROPOSED BY:_____
INTRODUCTION DATE:_____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SUBMISSION OF A PROPOSITION TO THE QUALIFIED ELECTORS OF WHATCOM COUNTY AUTHORIZING THE COUNTY TO LIFT THE LIMIT ON REGULAR PROPERTY TAXES UNDER CHAPTER 84.55 RCW FOR THE PURPOSE OF FUNDING FOR CHILDCARE, EARLY LEARNING PROGRAMS, AND INCREASED SUPPORT FOR VULNERABLE CHILDREN

WHEREAS, studies show that 90% of the human brain is developed before the age of 5. This period before kindergarten is the critical window for children to learn the basic skills to have a successful life and be ready to learn in school, such as attention, motivation, coordination, and self-esteem; and

WHEREAS, there are approximately 10,000 children under the age of 5 in Whatcom County, and up to 5,000 lack access to early learning because there are not enough spaces available. This childcare gap is worse in rural areas of the county; and

WHEREAS, studies show that children who go to high-quality preschool are more likely to read proficiently by the third grade, and more likely to graduate and go on to post-high school education such as college, technical school, or training programs that lead to good jobs as adults; and

WHEREAS, recent data shows that only 46% of students in Whatcom County, and only 25% of children of color, enter kindergarten fully ready to learn; and

WHEREAS, research shows that, for every dollar invested in early childhood programs, between $7 and $13 are saved in benefits to the community, including higher graduation rates, lower incarceration rates, and lower healthcare costs. Whatcom County currently spends only 2% of its budget on programs related to families, but spends much more responding to situations involving severe mental illness and homelessness, and on incarceration; and

WHEREAS, over 85% of Whatcom County businesses report staffing challenges from lack of childcare access; and

WHEREAS, increased wages would help attract, train, and keep high quality educators and providers for children in Whatcom County. Child care workers are essential, but their salaries have not kept up with the cost of living. Most earn minimum wage; less than $30,000 a year on average; and

WHEREAS, chapter 84.55 RCW generally limits the dollar amount of regular property taxes that a county may levy in any year, but RCW 84.55.050 allows a county to levy taxes exceeding such limit by majority approval of the voters, allows a county to include in the ballot proposition a limit on the purpose for which the additional taxes levied will be used and allows the proposition to provide for the expiration of the additional taxing authority; and

WHEREAS, the Whatcom County Council finds that the best interests of the citizens of Whatcom County require the submission of a proposition to the qualified voters of the County, in a special election to be held concurrently with the general election on November 8, 2022, to approve or reject a levy above the regular property tax limitations established in RCW 84.55.010 for the funding of childcare and early childhood programs to improve kindergarten readiness and funding for support of homeless and otherwise vulnerable children; and

WHEREAS, the taxes authorized by this proposition will be in addition to the maximum amount of regular property taxes the County would have been allowed to levy within the limitations provided for in RCW 84.55.010 in the absence of voter approval. Thereafter, such levy amount would be used to compute limitations for subsequent years as allowed by chapter 84.55 RCW; and

WHEREAS, the proposed levy lid lift authorized by this proposition would permit the County to increase its regular property tax levy by $0.19 per $1000 of assessed valuation, resulting in a regular property tax levy of $0.94 per $1000 of assessed valuation for collection in 2023 (calculated using the regular property tax rate in 2022, based on total assessed value in 2021), and to increase the levy thereafter as allowed by chapter 84.55 RCW to allow for the uninterrupted continuation of the levy lid lift for a term of ten (10) years. The amount collected in 2023 and in the following 9 years will be approximately $8,200,000.00 annually; and

WHEREAS, pursuant to RCW 84.55.050(5), the maximum regular property taxes that may be levied in 2032 for collection in 2033 and in later years shall be computed as if the proposition under this resolution had not been approved; and

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

SECTION 1 LEVY SUBMITTAL: To provide necessary funding for the purposes identified in Section 3 of this ordinance, the County Council shall submit to the qualified electors of the County a proposition authorizing a regular property tax levy in excess of the levy limitation contained in chapter 84.55 RCW which would allow the County, commencing in 2023 and thereafter continuing for an additional 9 years, to collect additional property taxes in the amount of $0.19 per $1000 of assessed valuation, for a total regular property tax of $0.94 per $1000 of assessed valuation for collection in 2023.

SECTION 2 DEPOSIT OF LEVY PROCEEDS: All levy proceeds shall be deposited into a fund, to be known as the Healthy Children's Fund, which shall be created by ordinance, and these funds and proceeds thereon shall be used exclusively for the purposes outlined in Section 3.

SECTION 3 ELIGIBLE EXPENDITURES:

A. The Healthy Children's Fund shall be used exclusively for the following:

1. **Increasing Affordable, High-Quality, Professional, and Accessible Early Learning and Child Care Opportunities.** Young children of all backgrounds will have increased access to affordable, high-quality, professional, and accessible early learning and child care experiences that meet the unique needs of families across Whatcom County.

    a**.** Funding in this area must address each of the following priorities:

    Affordable: Decrease the cost of early learning and child care experiences for both families and providers.

    High-Quality: Increase the quality of early learning and child care experiences.

    Professional: Attract and retain quality early childhood educators.

    Accessible: Expand early learning and child care services that meet the varied needs of families and children. Geographic locations, ages of children, special needs, and a broad range of child care scheduling needs (including emergency child care opportunities) will all be considered in the development.

2. **Helping vulnerable children of all backgrounds, including homeless and at-risk children.** Vulnerable children of all backgrounds will have increased access to the support they need, either directly or through support for their families, including mental and behavioral health services and housing stability programs. For the purposes of this ordinance, 'vulnerable children' are defined as any children at greater risk of experiencing physical or emotional harm and/or experiencing poor outcomes because of one or more factors in their lives, including but not limited to homeless and foster children.

    a. Funding in this area must address each of the following priorities:

    Expand Mental and Behavioral Health: Expand mental health services for vulnerable children and their families.

    Prevent and reduce homelessness of vulnerable children: Reduce the instances of vulnerable children experiencing homelessness, through diversion and other preventative services and reduce the trauma associated with homelessness by supporting interim

housing services and trauma-focused system reform directed at vulnerable children and their families.

Support Vulnerable Children's Parents: Expand supports and services for families who have or are expecting children deemed to be vulnerable.

b. Services funded under this section shall not include those that are already funded through the Continuum of Care system for homelessness that is part of the federal and state-mandated Coordinated Entry System.

3. **Help all children be ready for kindergarten.** Improvements to child care and early learning programs under this measure must be designed to advance the goal that children of all backgrounds in Whatcom County should enter kindergarten prepared and ready to learn.

4. **Independent Performance Audits and Oversight:** Ensure that taxpayer money is well spent achieving the goals adopted by the County Council in this ordinance and endorsed by the voters through passage of the levy.

B. Funding requirements and limitations:

1. The County shall ensure that the Healthy Children's Fund is used exclusively to sustain an increase in overall public expenditures for eligible services as set forth in this ordinance. Money in the Healthy Children's Fund shall not be used in lieu of federal, state, county, city or school district funding already committed for the purpose of providing outlined services.

2. School districts, and/or other public entities may be eligible to receive funds as a service provider if, through the County's purchasing procedures, they are deemed the best option to meet goals and outcomes.

3. All service providers, vendors and subcontractors of the Healthy Children's Fund shall be selected by fund administrators in compliance with County purchasing procedures. All service providers shall have and adhere to robust anti-discrimination and child protection policies. All contracts for service resulting from The Healthy Children's Fund should state the contract's objective, whether from this ordinance or the Community Health Improvement Plan.

4. Reimbursements to the County for administrative costs, evaluation, and overhead shall be limited to nine percent of levy proceeds, with up to three percent used for auditing and evaluation.

5. The Healthy Children's Fund may maintain reserve funds. It is intended that substantially all levy proceeds will be used for the purposes set forth in this ordinance within the ten-year levy period, and reserves maintained after the ninth year of the levy must be supported by a formal statement justifying the need for the reserve.

SECTION 4 IMPLEMENTATION PLAN:

1. The Department of Health shall serve as the fund administrator to develop an implementation plan and oversee the implementation of the Healthy Children's Fund. However, should the County later create a new department or entity that is a more appropriate fund administrator, the County Executive, with the concurrence of the County Council, may transfer the role of fund administrator to that new department or entity.

2. The Fund Administrator shall develop an implementation plan that identifies the specific strategies and projects to be funded and the outcomes to be achieved with the use of levy proceeds.

3. This implementation plan shall, to the maximum extent possible, be developed in collaboration with the Child and Family Well-being Taskforce, an existing community board established by the Whatcom County Council, and shall be transmitted to the County Executive by March 31, 2023, and every 2 years thereafter to be included as part of the budget submitted to the Council.

4. The Implementation Plan, including the spending plan, shall be open to and shared with the public. Before submitting to the County Executive, the Fund Administrator shall seek input from relevant advisory groups, including the Child and Family Well-Being Taskforce. The implementation plan should also include the following information:

    a) Details of fund allocations across eligible expenditures and strategies, including as a percentage of the fund revenue;

    b) Working criteria for fund allocation to guide the granting and/or contracting process for non-administrative expenses;

    c) An overview of the granting/contracting process that includes opportunities for community members to provide input in to fund allocation decisions; and;

    d) Opportunities for leveraging the fund and bringing in external resources to the county.

5. The initial 2-year Implementation Plan shall allocate no less than 55% and no more than 68% of levy revenue and proceeds to improving early learning and care through the strategies outlined in paragraph 3.A.1 and shall allocate no less than 20% and no more than 36% of levy revenue and proceeds to supporting vulnerable children through the strategies outlined in paragraph 3.A.2.

6. In subsequent years of the fund, adjustments can be made to the allocations by the County Council based on the information reflected in the independent audit, recommendations by the Child and Family Well-Being Task Force, the emergent needs of our community, and changes in state and federal funding availability.

SECTION 5 INDEPENDENT PERFORMANCE AUDITS AND OVERSIGHT:

1. Every other year, a qualified independent auditor shall conduct a performance audit of the Healthy Children's Fund. The auditor shall be selected in compliance with County purchasing procedures. The auditor shall develop the audit process in consultation with the Child and Family Well-Being Taskforce, which shall also provide feedback on the draft audit before its submission to the County Council. The audit shall:

    a) Collect and review data and evaluate progress towards achieving the goals and strategies adopted in section 3;

    b) Collect and report on feedback from stakeholders, including users and providers;

    c) Include qualitative and quantitative sources; and

    d) Include recommendations for improvements or adjustments.

2. The Child and Family Well-Being Taskforce, with the support of the Fund Administrator, will write and deliver an annual report to the public and the County Council. This shall include progress made toward agreed upon goals, outcomes, and metrics. Fund Administrators shall use this report, and recommendations from the Evaluation, to make improvements in fund administration.

SECTION 6 CALL FOR A SPECIAL ELECTION: In accordance with RCW 29A.04.32I, the Whatcom County Council hereby calls for a special election to be held in conjunction with the general election on November 8, 2022, to consider a proposition authorizing a regular property tax levy for the purposes described in this ordinance. The Whatcom County Auditor shall cause notice to be given of this ordinance in accordance with the state constitution and general law and to submit to the qualified electors of the county, at the said special county election, the proposition hereinafter set forth. The clerk of the council shall certify that proposition to the director of elections in substantially the following form:

PROPOSITION XX;

The Whatcom County Council adopted Ordinance No. 22-_____ concerning funding to address the well-being of children. If approved, this proposition would authorize the County to increase property taxes to fund childcare, early learning programs, and increased support for homeless or otherwise vulnerable children. This measure would increase property taxes for ten consecutive years in the amount of $0.19/$1000 in assessed valuation (to a total rate of $0.94/$1000 in assessed valuation for collection in 2023) for collection in 2023-2032, generating approximately $8,200,000 annually, subject to limit factors in chapter 84.55 RCW. Should this proposition be approved?

- ☐ Yes
- ☐ No

SECTION 7 CORRECTIONS: The Prosecuting Attorney is authorized to make such minor adjustments to the wording of this proposition as may be required that do not change its substantive meaning and are consistent with the intent of this ordinance.

SECTION 8 EXPLANATORY STATEMENT: The Prosecuting Attorney shall prepare an Explanatory Statement based on this ordinance for use in the Voters' Pamphlet.

SECTION 9 SEVERABILITY: If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

ADOPTED this _____ day of _____, 2022.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

_____
Dana Brown-Davis, Clerk of the Council

_____
Todd Donovan, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

_____
Karen Frakes
Civil Deputy Prosecutor

_____
Satpal Sidhu,
County Executive

( ) Approved ( ) Denied

Date Signed: _____

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-281

File ID:	AB2022-281	**Version:**	1	**Status:**	Agenda Ready
File Created:	05/03/2022	**Entered by:**	JNixon@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Council Appointment Requiring Introduction		
Assigned to:	Council			**Final Action:**	
Agenda Date:	05/24/2022			**Enactment #:**	

Primary Contact Email: Jill Nixon JNIxon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Receipt of application to a vacancy on the Board of Equalization for an at-large alternate - Applicant(s): Thomas Goetzl (Deadline for additional applications for this position is 10 a.m. on Tuesday, May 31, 2022)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

BOARD OF EQUALIZATION

1 Vacancy, Board alternate, term ends 1/31/2025

The Board ensures that all properties are valued at 100% of market value. The Board may equalize property values by either lowering or raising land/building assessments. The Board generally meets on Wednesdays and/or Thursdays as the caseload requires. Members receive $75 per diem for attending hearings. Please contact the Board of Equalization clerk for additional information at 360-778-5016.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Goetzl Application

Subject: Online Form Submittal: Board and Commission Application
Date: Wednesday, April 20, 2022 3:46:31 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Thomas (Tom)
Last Name	Goetzl
Today's Date	4/20/2022
Street Address	[redacted]
City	[redacted]
Zip	[redacted]
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	[redacted]
Secondary Telephone	*Field not completed.*
Email Address	[redacted]

Step 2

1. Name of Board or Committee	Board of Equalization

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	*Field not completed.*
9. Please describe your occupation (or former occupation if retired),	Retired professor of law at Golden Gate Univ School of Law where I taught Real Property law for 30 years. Also taught business law and ethics at WWU for 4 years.

qualifications, professional and/or community activities, and education	
10. Please describe why you're interested in serving on this board or commission	Committed to ensuring fairness among taxpayers
References (please include daytime telephone number):	Sean Kirk (206) 284-3679 Charles Maxwell (360) 201-1798
Signature of applicant:	Thomas Goetzl
Place Signed / Submitted	Bellingham WA
	(Section Break)